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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, JULY 15, 2025

7:00 PM MEETING

CALL TO ORDER ROLL CALL PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES:

July 01, 2025 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

AGENDA ITEMS:

- 1) REVIEW & APPROVE: FINAL ORDER EXPANDING CONSOLIDATED HARRIS SEWER DISTRICT BROOKVIEW **COTTAGES**
- 2) ROCK HILL/EMERALD GREEN CONSOLIDATED SEWER DISTRICT:
 - a) RESOLVE TO APPROVE NOTICE OF INTENT TO BECOME LEAD AGENCY IN CONNECTION WITH THE **EMERALD GREEN PUMP STATION # 06 COLLECTION SYSTEM IMPROVEMENTS PROJECT**
 - b) RESOLVE TO APPROVE AND ACCEPT THE MAP, PLAN AND REPORT FOR ROCKHILL/EMERALD GREEN CONSOLIDATED SEWER DISTRICT PUMP STATION # 06 & COLLECTION SYSTEM IMPROVEMENT PROJECT
 - c) AUTHORIZE THE APPLICATION FOR A WATER INFRASTRUCTURE IMPROVEMENT (WIIA) GRANT/LOAN TO FACILITATE AN INFILTRATION AND INFLOW (I & I) PROJECT FOR PUMP STATION #06 LOCATED IN THE ROCK HILL-EMERALD GREEN CONSOLIDATED SEWER DISTRICT AND AUTHORIZE THE SUPERVISOR EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROCESS THE APPLICATION.
 - 3) MELODY LAKE WELLHOUSE IMPROVEMENT PROJECT
 - a) APPROVE & AUTHORIZE MHE ENGINEERING INV # 23184 \$4,000.00
 - b) APPROVE & AUTHORIZE TAM ENTERPRISES, INC. APPLICATION FOR PAYMENT # 2 \$5,652.50
 - c) APPROVE & AUTHORIZE RURAL DEVELOPMENT PROJECT USDA FORM E FOR PAYMENT #2 \$9,652,50
- 4) PARKS & RECREATION DEPT ITEMS:
 - a) DISCUSS & APPROVE PREVENTIVE MAINTENANCE AGREEMENT WITH THE WALTERS CO. FOR HVAC **MAINTENANCE SERVICES**
 - b) AUTHORIZE: COUNTY OF SULLIVAN YOUTH BUREAU CONTRACT FOR THE SWIM PROGRAM FUNDING IN THE AMOUNT OF \$7,000.00

- c) AUTHORIZE: COUNTY OF SULLIVAN YOUTH BUREAU CONTRACT FOR RECREATION FUNDING IN THE AMOUNT OF \$5,000.00
- 5) SET DATE FOR RFP OPENING FRIDAY, 08/01/2025, 2:00PM: CUSTODIAL CLEANING SERVICES
- 6) REVIEW & APPROVE: CONTRACT WITH CINTAS (FLOORMATS)
- 7) REVIEW & APPROVE: GRANT RESOLUTION FOR 430 BROADWAY NY MAIN STREET
- 8) APPROVE USE OF TOWN ROADS FOR MONSTER 5K/10K RACE- 08/03/25
- 9) HIGHWAY DEPT. ITEMS:
 - a) SET DATE FOR BID OPENING THURSDAY, 07/31/2025: DIESEL, #2 HEATING FUEL, KEROSENE & UNLEADED GASOLINE
- 10) BUILDING DEPT. ITEMS:
 - a) AWARD BID: DEMOLITION OF UNSAFE BUILDING 209 SOUTH SHORE DRIVE, ROCK HILL SBL# 66.- 45-2
 - b) PART-TIME HELP FOR BUILDING DEPT.
 - c) APPOINT DREW TAYLOR AS AN ALTERNATE PLANNING BOARD MEMBER EFFECTIVE IMMEDIATELY
- 11) BILLS OVER \$5,000.00
- 12) BUDGET TRANSFERS & AMENDMENTS
- 13) ORDER BILLS PAID

OLD BUSINESS: CRYSTAL WATER SUPPLY, INC.

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

EXECUTIVE SESSION: EMPLOYMENT MATTERS

ADJOURN

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 **July 01, 2025.**

ROLL CALL:

Present: Supervisor William J. Rieber, Jr., Presiding

Councilwoman Melinda S. Meddaugh

Councilman John A. Pavese Councilman Scott S. Mace

DRAFT

Also Present:

Kelly Murran, Deputy Town Clerk Michael B. Mednick, Town Attorney

Glenn Somers, Parks & Recreation Superintendent Jill M. Weyer, Director of Community Development Michael Messenger, Water & Sewer Superintendent

Hayden Carnell, Highway Superintendent

Present Via Zoom:

Marilee J. Calhoun, Town Clerk

Absent:

Councilman Ryan T. Schock

Melissa DeMarmels, Town Comptroller

REGULAR MEETING - CALL TO ORDER

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

PUBLIC HEARING: PROPOSED EXTENSION NO. 3 OF THE CONSOLIDATED ROCK HILL EMERALD GREEN SEWER DISTRICT (CATSKILL VETERINARY SERVICES, LLC, SBL #: 32.-1-14.1)

Supervisor Rieber opened the Public Hearing at 7:00 PM.

Deputy Town Clerk, Kelly M. Murran read the legal public notice and stated that she had an original affidavit of publication. Notice of said hearing was duly published in the <u>Sullivan County Democrat</u> on <u>June 17, 2025</u> with same being posted at the Town Hall on <u>June 12, 2025</u>.

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall, in Monticello, New York, on the 3rd day of June, 2025, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

WILLIAM J. RIEBER, JR., Supervisor

SCOTT MACE, Councilman MELINDA S. MEDDAUGH, Councilwoman RYAN T. SCHOCK, Councilman

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JOHN A. PAVESE, Councilman
In the Matter of
Proposed Extension No. 03 of the CONSOLIDATED
ROCK HILL-EMERALD GREEN SEWER DISTRICT in the
Town of Thompson, Sullivan County, New York.
V

WHEREAS, a Map, Plan and Report have been duly prepared in such manner and in such detail as has heretofore been determined by the Town Board of the Town of Thompson, Sullivan County, New York, relating to the Extension #03 of the Consolidated Rock Hill-Emerald Green Sewer District within said Town, to serve the area more particularly described in Schedule "A" 1 annexed hereto and made a part hereof, which area is located wholly within the Town of Thompson; and

WHEREAS, said Map, Plan and Report was prepared on behalf of the Town, by MHE Engineering, DPC, dated May 23, 2025, which engineers are duly licensed by the State of New York, and which report and plan are on file in the office of the Town Clerk for public inspection; and

WHEREAS, the boundaries of the proposed extended district are more fully set forth and described in Schedule "A" annexed hereto and made a part hereof; and

WHEREAS, the improvement proposed for the said Consolidated Rock Hill-Emerald Green Sewer District, as extended, consists of providing a means by which Catskill Veterinary Services, LLP (T/O Thompson Tax Map Parcel # 32-1-14.1) may dispose of sewage by becoming part of the said Consolidated Rock Hill-Emerald Green Sewer District, and

WHEREAS, the entire amount to be expended for such improvement, including but not limited to, costs of construction, engineering, administrative and legal fees, shall be borne solely and entirely by the said landowners, namely, Catskill Veterinary Services, LLP, and

WHEREAS, the annual average cost for a typical single-family residence would be Six Hundred

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¹ ATTACHMENT: SCHEDULE A

Four and 50/100 (\$604.50) Dollars, and

WHEREAS, it is now desired to call a Public Hearing for the purpose of considering said Map, Plan

and Report, and extending said Consolidated Rock Hill-Emerald Green Sewer District, and to hear all

persons interested in the subject thereof and concerning the same in accordance with the provisions of

Section 209-d of the Town Law;

NOW, THEREFORE, IT IS HEREBY

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

Section 1. That a meeting of the Town Board of the Town of Thompson, Sullivan County, New

York, shall be held at the Town Hall, 4052 Route 42, Monticello, New York, in said Town, on the 1st day of

July, 2025, at 7:00 o'clock, P.M., Prevailing Time, to consider said Map, Plan and Report, and to hear all

persons interested in the subject thereof concerning the same and to take such action thereon as is

required by law.

Section 2. That a copy of this Order shall be published in the Sullivan County Democrat, the official

newspaper of said Town, and posted on the bulletin board maintained by the Town Clerk at the Town Hall

in accordance with the provisions of Section 209-d of the Town Law, such publication posting to be not

less than ten nor more than twenty days before the date designated for the hearing as aforesaid.

Section 3. This order shall take effect immediately.

Moved by: Councilwoman Melinda S. Meddaugh

Seconded by: Councilman Ryan T. Schock

The question of the adoption of the foregoing Order was duly put to a vote on roll call, which

resulted as follows:

WILLIAM J. RIEBER, JR.

VOTING

Aye

SCOTT MACE

VOTING

Aye

3

JOHN A. PAVESE VOTING Absent

MELINDA S. MEDDAUGH VOTING Aye

RYAN T. SCHOCK VOTING Aye

The order was thereupon declared duly adopted.

* * * * * * * *

Supervisor Rieber explained the purpose of the proposed sewer extension.

Supervisor Rieber asked if the Board had any comments. No comments were made. Supervisor Rieber asked if anyone from the public would like to be heard on this matter. There was no public comment made.

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

A motion to close the Public Hearing at 7:03 PM was made by Councilman Mace and seconded by Councilwoman Meddaugh.

APPROVAL OF MINUTES:

On a motion made by <u>Councilman Pavese</u> and seconded by <u>Councilman Mace</u> the approval of the <u>June 16th, 2025</u> Regular Town Board Meeting minutes were approved as presented.

Vote: Ayes 4 Rieber, Meddaugh, Pavese and Mace

Nays 0

Absent 1 Schock

PUBLIC COMMENT:

There was no public comment given:

CORRESPONDENCE:

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

- Deputy Town Clerk Murran: Letter dated 06/23/25 to Sullivan County E911 Addressing
 Re: Naming of Private Roadway: Dynasty Lane and Town Board Resolution
- Ms. Rebecca Mantello: Letter dated 06/18/25 to Town Clerk Calhoun Re: Dangerous & Defective Condition Crosswalk
- Ms. Sarah Ghawi, Animal Health Inspector, NYS Agriculture & Markets: Letter dated 06/17/25 to Supervisor Rieber Re: <u>Municipal Shelter Inspection Report</u> for Catskill Animal Rescue (CARE) completed on 06/11/25, rated "Satisfactory".

- Ms. Sarah Ghawi, Animal Health Inspector, NYS Agriculture & Markets: Letter dated 06/17/25 to Supervisor Rieber Re: <u>Dog Control Officer Inspection Report</u> for Catskill Animal Rescue (CARE) completed on 06/11/25, rated "Satisfactory".
 Department of Taxation & Finance
- **NYS Dept. of Taxation and Finance:** Check # 10523147, Dated: 06/13/2025 in the amount of \$634,506.00, Payable to Town of Thompson Local Government VLT State Aid Payment.
- **County of Sullivan Youth Bureau:** Notification of Application Approval dated 06/19/25 for Recreation Funding in the amount of \$5,000.00
- County of Sullivan Youth Bureau: Notification of Application Approval dated 06/19/25 for the <u>Swim Program</u> Funding in the amount of \$7,000.00
- Town of Thompson Planning Board: Notice of Lead Agency Designation dated 06/13/2025 RE: Adams Landing Subdivision(Adams Road 12-Lot Subdivision)

AGENDA ITEMS:

- 1) CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT
 PROPOSED EXTENSION NO. 3 CATSKILL VETERINARY SERVICES, LLC.,
 SBL # 32.-1-14.1
 - A) <u>NEGATIVE DECLARATION RESOLUTION UNDER SEQR-CATSKILL VETERINARY SERVICES, LLC.</u>

The Following Resolution Was Duly Adopted: Res. No. 224 of the Year 2025.

In the Matter of Extension No. 3 of the CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT of the Town of Thompson, Sullivan County, New York.

NEGATIVE DECLARATION UNDER SEQR

1. The Town Board of the Town of Thompson, by Resolution duly adopted at a regular meeting thereof, held on the 1st day of July, 2025, did determine that Extension No. 3 of the Consolidated Rock Hill-Emerald Green Sewer District in the Town of Thompson, will not have a significant effect on the environment.

2. Lead agency for such project is the Town Board of the Town of Thompson, whose address is

4052 Route 42, Monticello, New York 12701, the designation of which was accomplished by Resolution

duly adopted at a regular meeting of the Town Board held on the 1st day of July, 2025.

3. The person to contact for further information is Supervisor William J. Rieber, Jr., whose address

is 4052 Route 42, Monticello, New York 12701, telephone number 845-794-2500.

4. The proposed extension of the Consolidated Rock Hill-Emerald Green Sewer District enables

Catskill Veterinary Services, LLP (T/O Thompson Tax Map Parcel # 32-1-14.1 to become part of the said

district and to use the facilities of the Consolidated Rock Hill-Emerald Green Sewer Treatment Plant for

the disposal of its sewage, the cost thereof being borne solely by the said property owners.

5. The basis for the negative declaration is as follows: that the administration and operation and

maintenance of the sewer facilities and the use thereof by Catskill Veterinary Services LLP (T/O Thompson

Tax Map Parcel # 32-1-14.1) will not violate any of the criteria for determining environmental significance

as set forth in Part 617 of the Regulations.

Dated: Monticello, New York

July 01, 2025

TOWN OF THOMPSON

Town Hall

4052 Route 42

Monticello, New York 12701

Motion by: Councilman Scott S. Mace

Seconded by: Councilwoman Melinda S. Meddaugh

The Members voted on the forgoing Resolution as follows:

Vote: Ayes 4

Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1

Schock

B) RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO PROPOSED EXTENSION-CATSKILL VETERINARY SERVICES, LLC.

6

The Following Resolution Was Duly Adopted: Res. No. 225 of the Year 2025.

RESOLUTION DATED JULY 01, 2025.

A RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO PROPOSED EXTENSION NO. 03 OF THE CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT, IN THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK.

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has heretofore duly caused a general Map, Plan and Report to be prepared and filed in the office of the Town Clerk of said Town in relation to the proposed Extension No. 03 of the Consolidated Rock Hill-Emerald Green Sewer District in said Town; and

WHEREAS, an Order was duly adopted by said Town Board on June 03, 2025, reciting a description of the boundaries of said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that said map, plan and report were on file in the Town Clerk=s Office for public inspection and specifying the 1st day of July, 2025, at 7:00 o'clock P.M., Prevailing Time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town as the time when and the place where said Town Board would meet for the purpose of holding a Public Hearing to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, such Order was duly published and posted in the manner and within the time prescribed by Section 209-d of the Town Law, and proof of said publication and posting has been duly presented to said Town Board; and

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

WHEREAS, said Town Board has duly considered said Map, Plan and Report and the evidence given at said Public Hearing; NOW, THEREFORE, BE IT

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

Section 1. Upon the evidence given at the aforesaid Public Hearing, it is hereby found and determined as follows:

- a) The notice of the aforesaid Public Hearing was published and posted as required by law and is otherwise sufficient;
- b) All the property and property owners within said proposed district are benefitted thereby;
- c) All the property and property owners benefitted are included within the limits of said proposed district;
- d) The establishment of said proposed district is in the public interest;
- e) That the average annual cost for a typical single-family residence would be Six

 Hundred Four and 50/100 (\$604.50) Dollars; and
- f) That the requirements of the State Environmental Quality Review Act have been complied with.

Section 2. This Resolution shall take effect immediately.

Moved by: Councilman Scott S. Mace

Seconded by: Councilwoman Melinda S. Meddaugh

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

William J. Rieber, Jr.	VOTING	Aye
Scott S. Mace	VOTING	Aye
John A. Pavese	VOTING	Aye
Melinda S. Meddaugh	VOTING	Aye
Ryan T. Schock	VOTING	Absent

The resolution was thereupon declared duly adopted.

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C) <u>RESOLUTION APPROVING EXTENSION NO. 3 SUBJECT TO PERMISSIVE</u> REFERENDUM-CATSKILL VETERINARY SERVICES, LLC.

The Following Resolution Was Duly Adopted: Res. No. 226 of the Year 2025.

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall in Monticello, New York, in the said Town on the 1st day of July, 2025, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Rieber, and upon roll being called, the following were

PRESENT: William J. Rieber, Jr., Supervisor

Scott S. Mace, Councilman John A. Pavese, Councilman

Melinda S. Meddaugh, Councilwoman

ABSENT: Ryan T. Schock, Councilman

The following resolution was moved and seconded, to wit,

Moved by: Councilwoman Melinda S. Meddaugh

Seconded by: Councilman Scott S. Mace

RESOLUTION DATED JULY 01, 2025

A RESOLUTION APPROVING EXTENSION NO. 03 OF THE CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT IN THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK, AND FURTHER APPROVING THE CONSTRUCTION OF THE IMPROVEMENTS PROPOSED THEREFOR.

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has heretofore duly caused a general Map, Plan and Report to be prepared and filed with the Town Board of said Town in relation to Extension No. 03 of the Consolidated Rock Hill-Emerald Green Sewer District in said Town; and

WHEREAS, an Order was duly adopted by said Town Board on June 03, 2025, reciting a description of the boundaries of the said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that said Map, Plan and Report were on file in the Town Clerk=s Office for public inspection, and specifying July 01, 2025 at 7:00 o'clock P.M., Prevailing Time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a Public Hearing to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, such Order was duly published and posted in the manner and within the time prescribed by Section 209-d of the Town Law and proof of said publication and posting has been duly presented to said Town Board; and

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

WHEREAS, following said Public Hearing and based upon the evidence given thereat, said Town Board duly adopted a Resolution determining in the affirmative all of the questions set forth in subdivision 1 of Section 209-e of the Town Law; and

WHEREAS, it is now desired to adopt a further Resolution pursuant to subdivision 2(b) of Section 209-e of the Town Law approving the establishment of said district and the construction of the improvements proposed therefor; NOW, THEREFORE, BE IT

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

Section 1. Extension No. 03 of the Consolidated Rock Hill-Emerald Green Sewer District in the Town of Thompson, Sullivan County, New York, to be bounded and described as hereinafter set forth, is hereby approved and authorized. The improvement proposed for said Consolidated Sewer District as extended, consisting of providing a means by which Catskill Veterinary Services, LLP (T/O Thompson Tax Map Parcel # 32-1-14.1) may obtain sewer service by becoming part of the said Consolidated Rock Hill-Emerald Green Sewer District, is likewise approved and authorized. The entire amount to be expended for such improvement, including, but not limited to costs of construction, engineering, administrative and legal fees, shall be borne solely and entirely by the said landowners, namely Catskill Veterinary Services, LLP. Annual charges shall be on a user consumption basis or such other method as the Town Board of the Town of Thompson shall determine by Resolution.

Section 2. Said District shall be bounded and described as more particularly set forth in Schedule A annexed hereto and made a part hereof.

Section 3. After the adoption of this Resolution, the Town Clerk is hereby directed to file certified copies of this Resolution, in accordance with and where required by law.

Section 4. This Resolution is adopted subject to a permissive referendum.

Moved by: Councilwoman Melinda S. Meddaugh

Seconded by: Councilman Scott S. Mace

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

resulted as follows:

William J. Rieber, Jr.	VOTING	Aye
Scott S. Mace	VOTING	Aye
John A. Pavese	VOTING	Aye
Melinda S. Meddaugh	VOTING	Aye
Ryan T. Schock	VOTING	Absent

The resolution was thereupon declared duly adopted.

2) REVIEW & APPROVE: TOWN AS TEMPORARY OPERATOR FOR CRYSTAL WATER SUPPLY COMPANY, INC.

Supervisor Rieber requested that this matter be tabled.

The Following Resolution Was Duly Adopted: Res. No. 227 of the Year 2025.

Resolved, that agenda item number 2 regarding Temporary Operator for Crystal Water Supply Company, Inc. hereby be tabled.

Moved by: Councilman Pavese

Seconded by: Councilwoman Meddaugh

Vote: Ayes 4

Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1

Schock

3) REVIEW & APPROVE: BUS SHELTER REPLACEMENT

Director Weyer said that this new shelter as a part of the current Sullivan 180 grant, will replace the one in front of AutoZone Auto Parts store. It is broken and is used often. The shelter across the street will be removed as it is accumulating excess trash. She obtained (3) quotes and is recommending the Handi Hut. They will install it and the other two will not do the installation. The price for installation is \$3,500.00 which is half the cost of the Shelter itself. It does have a solar light kit as an add on, but this is not needed because there are streetlights right there. The total cost with installation and no solar kit would be \$11,240.00. The option of asking the Parks Department was discussed previously and it was decided it was better to have Handi-Hut do everything just in case there are problems. Councilman Pavese asked about the garbage facilities and Director Weyer said she ordered the extra bin that will be placed inside the shelter.

The Following Resolution Was Duly Adopted: Res. No. 228 of the Year 2025.

Resolved, that the quote for a bus shelter from Handi-Hut in the amount of \$11,240.00 installed, be approved for payment.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Pavese

Vote: Ayes 4 Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1 Schock

4) REVIEW & APPROVE BID: DEMOLITION OF UNSAFE BUILDING - 209 SOUTH SHORE DRIVE, ROCK HILL, NY, SBL# 66.-45-2

Director Carnell stated that this dwelling has been a problem for the past two years. It is a collapsing structure attached to the main house. The property owner has missed deadline after deadline. After the Town put the demolition out to bid, the owner obtained a demolition permit and there are two roll offs on the property currently. Director Carnell suggested the Board defer the awarding of the bid for (30) days. Councilman Pavese does not want to allow them (30) more days because they have not done anything as of yet and they are getting too much time. Attorney Mednick recommended the Board table the bid until the next Town Board Meeting to see if there is any progress made before bids are awarded.

The Following Resolution Was Duly Adopted: Res. No. 229 of the Year 2025.

Resolved, that Agenda Item No. 4 regarding the review and approval of bids for the Building Department for Demolition & Removal of Unsafe Building(s) is hereby be <u>tabled</u> until the next Town Board Meeting to verify property status.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Mace

Vote: Ayes 4 Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1 Schock

5) <u>BILLS OVER \$5,000.00</u>

Resolved, that the following bills over \$5,000.00 for the <u>Town</u> be approved for payment as follows:

The Following Resolution Was Duly Adopted: Res. No. 230 of the Year 2025.

Nugent & Haeussler, P.C.

\$15,000.00 Total Cost

2024 Financial Statement Audit - 50% of the Final Billing

Moved by: Councilman Mace Seconded by: Councilman Pavese

Vote: Ayes 4 Rieber, Meddaugh, Pavese, and Mace

Nays 0

Absent 1 Schock

6) BUDGET TRANSFERS & AMENDMENTS

There were no budget transfers and amendments.

7) ORDER BILLS PAID

The Following Resolution Was Duly Adopted: Res. No. 231 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: Councilwoman Meddaugh Seconded by: Councilman Pavese

Vote: Ayes 4 Rieber, Med

Rieber, Meddaugh, Pavese, and Mace

Nays 0

Absent 1 Schock

OLD BUSINESS

HARRY O'S CLEANING SERVICES, INC.

Supervisor Rieber said the cost of cleaning the Sewer Department is \$625.00 which was not included in the original quote for the Town Hall. The RFP's are ready to go. He would like approval to pay the Harry O's bills until the RFP's go out and are awarded.

The Following Resolution Was Duly Adopted: Res. No. 234 of the Year 2025.

Resolved, that the bills for \$1,000.00(Town Hall) and \$625.00(Water & Sewer Dept) from Harry O's Cleaning Services, Inc. be approved for payment until the RFP's go out and are awarded.

Moved by: Councilman Mace Seconded by: Councilman Pavese

Vote: Ayes 4

Rieber, Meddaugh, Pavese and Mace

Nays 0

Absent 1 Schock

NEW BUSINESS

There was no new business reported on.

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS Supervisor William J. Rieber, Jr.

- Sullivan 180 Interns Adam Mednick & Riley McLean working on weeding and helping with the gardening.
- LPGA Golf Tournament

Highway Superintendent Hayden Carnell

- Tight turn on Starlight Road near Swinging Bridge. There is a sink hole and he
 will request (FOIL) the inspection reports for the bridge because he does not
 think it meets the requirements.
- The County reached out to inquire if the Town wanted to have access to the weather stations throughout the County with a subscription service, shared service agreement.

Parks & Recreation Superintendent Somers

• Summer Camp started and it is going well.

² ATTACHMENT: ORDER BILLS PAID

- Rock Hill Concert Series starts Wednesday, 07/02.
- Brad Bastone advised Glenn that WirePro has 199 Cobraheads installed and the job is 25% completed.
- The car charging stations are starting to be worked on at Town Hall, East Mongaup River Park, and Lake Ida Park.

Water & Sewer Superintendent Michael Messenger

 Working with Highway Dept to raise manholes, keeping everything flat and looking nice.

Director of Building, Planning & Zoning James Carnell

- Traffic Patterns are concerning due to the Summer Visitors.
- Part-Time Help is needed in the Building Dept to put information into the new Software Program. He will check with Comptroller DeMarmels to see what funds are available in the budget.

Councilman John Pavese

• Towns & Topics Article, May/June 2025 – "Are GPS Routes Sending Heavy Vehicles Down Main Street? You Can Regulate That!" Councilman Pavese said the heavy trucks such as concrete and logging trucks put a tremendous amount of weight on the roadways. He does not want to cause issues with these companies, but he does not want the roads destroyed either. It is something the Town should explore. Highway Superintendent Carnell said that this was a big topic at Highway School and that one concrete truck was equal to 30,000 passenger cars on the road.

Councilwoman Melinda Meddaugh

Sullivan 180 – Murals in the Thompson Mall to make the Route 42 Corridor aesthetically pleasing. They are reaching out to the Mall Manager, Auto Zone, Marshall's, and Starbuck's to find out if they will allow murals instead of on the front of the Town Hall as originally proposed. They will also reach out to Resorts World for funding as they have an Art Fund. Th first step would be to pay the artist fee to develop the design to get the buy in and approval by those involved.

Councilman Scott Mace

Asked if there have been any inquires regarding the Assessor Position?
 Supervisor Rieber received a bunch of applications. Karen is putting them all together and he will email them to everybody.

PUBLIC COMMENT

There was no public comment.

ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION

• 08/05/2025: Presentation – Nugent & Haeussler, P.C. Town Auditors

ADJOURNMENT

On a motion made by Councilman Pavese and seconded by Councilwoman Meddaugh the meeting was adjourned at 7:53PM. All board members voted in favor of adjourning the meeting.

Resp	ect	fully Sub	omitted	Ву:	
Kellv	М.	Murran.	Deputy	Town Cler	·k

SCHEDULE A

Consolidated Rock Hill/Emerald Green Sewer District Extension No.3

Beginning at a point of the bounds of Glen Wild Road, County Route 58, being the Northeast corner of SBL 32.-1-15; Thence

- 1. N 72°32'00"W a distance of 313.70 feet along the northerly boundary of SBL 32.-1-15 to a point; thence
- 2. N56°16'00"W a distance of 299.18 feet along the northerly boundary of SBL 32.-1-15 to a pont; thence
- 3. S23°35'00"W a distance of 14.65 feet along the westerly boundary of SBL 32.-1-15 to a point, thence
- 4. S51°45'00"E a distance of 25.17 feet along the boundary of SBL 32.-1-5 to a point; thence
- 5. S29°49'00"W a distance of 208.60 feet along the westerly boundary of SBL 32.-1-15 to a point; thence
- 6. S40°27'00"W a distance of 107.60 feet along the westerly boundary of SBL 32.-1-15 and SBL 32.-1-16 to a point; thence
- 7. N49°33'00"W a distance of 23.00 feet along the boundary of SBL 32.-1-16 to a point; thence
- 8. S40°27'00"W a distance of 150.00 feet along the westerly boundary of SBL 32.-1-16 to a point, being on the boundary of Rock Hill Drive, Town Road 52; thence
- 9. Along the boundary of Rock Hill Drive, Town Road 52, N47°08'00" a distance of 75.00 feet to a point; thence
- 10. N40°27'00"E a distance of 160.00 feet along the boundary of SBL 32.-1-13 to a point; thence
- 11. S47°08'00"E a distance of 50 feet to a point, thence
- 12. N40°27'00" a distance of 85.00 feet along the easterly boundary of SBL 32.-1-13 to a point; thence
- 13. N29°49'00"E a distance of 185.00 feet along the easterly boundary of SBL 32.-1-13 to a point; thence
- 14. N 03°57'00" W a distance of 44.65 feet along the easterly boundary of SBL 32.-1-13 to a point; thence
- 15. N 51°45'15" W a distance of 630.30 feet along the northerly boundary of SBL 32.-1-13 to a point on the common boundary with SBL 32.-1-10; thence
- 16. N 16°33'25" E a distance of 782.93 feet along the easterly boundary of SBL 32.-1-10 to an iron road set; thence
- 17. S 74°02'42" E a distance of 662.80 feet along the southerly boundary of SBL 32.-1-26.3 to an iron road set; thence
- 18. S 23°35'00" W 639.86 a distance of 639.86 feet along the westerly boundary of SBL 32.-1-25 to a point; thence
- 19. S 85°29'00" E a distance of 299.24 feet along the southerly boundary of SBL 32.-1-25 to a point; thence
- 20. S 21°57'00" W a distance of 432.76 feet along the westerly boundary of SBL 32.-1-25 to a point; thence
- 21. S 72°32'00" E a distance of 301.80 feet along the southerly boundary of SBL 32.-1-25 to a point on the bounds of Glen Wild Road, County Route 58; thence
- 22. S 15°00'00" a distance of 75.00 feet along the bounds of Glen Wild Road, County Route 58, to a point, being the point of beginning. Containing 16.52 acres more or less.

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 day

of <u>JK | U</u> 20 6 in the amounts respectively specified. Authorization is hereby

given and direction is made to pay each of the claimants in the amount as specified

upon each claim stated.

Melissa DeMarmels, Comptroller

William L'Rieber Jr., Supervisor



Town of Thompson Warrant Report

Unposted Batch Totals

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

Posted Batch Totals

\$15,518.66 \$1,129,518.66
\$1,000.00
\$0.00
\$0.00
\$0.00
\$0.00
\$19,500.00
\$27,000.00
\$3,000.00
\$44,500.00
\$11,500.00
\$7,500.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$1,000,000.00
Paid
Purchase Cards



Town of Thompson Warrant Report

Report Grand Totals

T T	Fund Description	Invoice Batch	Batch	Manual C	Checks	Purchase Cards	Cards	Total	*****
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid
A000	GENERAL FUND TOWN WIDE	\$135,285.28	\$1,533.86	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$1,135,285.28	\$1,533.86
8000	GENERAL TOWN OUTSIDE	\$9,485.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,485.03	\$0.00
DAOO	HWY#3 / 4 - TOWN WIDE	\$4,964.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,964.14	\$0.00
DB00	HWY#1 - TOWN OUTSIDE	\$110,189.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110,189.90	\$0.00
RD00	ADELAAR ROAD IMPROVMENT DISTRICT	\$220.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$220.52	\$0.00
SL01	ROCK HILL LIGHTING	\$2.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.56	\$0.00
SL02	LUCKY LAKE LIGHTING	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.52	\$0.00
SL03	LAKE LOUISE MARIE	\$1.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.57	\$0.00
SL04	PATIO HOMES LIGHTING	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.05	\$0.00
SL05	KIAMESHA SHORES LIGHTING	\$0.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.29	\$0.00
SL06	EMERALD GREEN LIGHTING	\$23.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.55	\$0.00
SL07	TREASURE LAKE LIGHTING	\$0.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.13	\$0.00
SL08	CONGERO ROAD LIGHTING	\$0.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.24	\$0.00
SL09	YESHIVA/KIAM. LIGHTING DISTRICT	\$1.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.39	\$0.00
SL12	Route 42 N Lighting	\$5.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.39	\$0.00
SRH0	ROCK HILL AMBULANCE DIST	\$9,146.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,146.33	\$0.00
SSAR	Adelaar Sewer District	\$1,306.87	\$0.00	\$2,000.00	\$0.00	\$7,500.00	\$0.00	\$10,806.87	\$0.00
SSHC	Harris Consolidated Sewer District	\$5,041.21	\$0.00	\$1,000.00	\$0.00	\$11,500.00	\$0.00	\$17,541.21	\$0.00
SSKC	Kiamesha Consolidated Sewer District	\$26,607.72	\$0.00	\$17,500.00	\$0.00	\$44,500.00	\$0.00	\$88,607.72	\$0.00
SSM0	MELODY LAKE SEWER DISTR.	\$321.06	\$0.00	\$2,500.00	\$0.00	\$3,000.00	\$0.00	\$5,821.06	\$0,00
SSRC	Rock Hill Emerald Green Consolidated Sewer Dist	\$6,384.61	\$0.00	\$1,000.00	\$0.00	\$27,000.00	\$0.00	\$34,384.61	\$0.00
SSS0	SACKETT LAKE SEWER DISTR	\$1,580.79	\$0.00	\$2,000.00	\$0.00	\$19,500.00	\$0.00	\$23,080.79	\$0.00
SWA0	ADELAAR RESORT WATER DISTRICT	\$184.91	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,184.91	\$0.00
SWC0	COLD SPRING WATER	\$394.38	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,394.38	\$0.00
SWD0	DILLON WATER DISTRICT	\$640.97	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$1,140.97	\$0.00
SWKO	KIAMESHA RT42 WATER	\$3,976.71	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$4,476.71	\$0.00
SWLO	LUCKY LAKE WATER DISTR	\$158.38	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,158.38	\$0.00
SWMO	MELODY LAKE WATER	\$49.74	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,049.74	\$0.00
T000	TRUST & AGENCY FUND	\$5,799.59	\$3,226.49	\$0.00	\$0,00	\$15,518.66	\$0.00	\$21,318.25	\$3,226.49
Grand Totals		\$321,774.83	\$4,760.35	\$32,000.00	\$0.00	\$1,129,518.66	\$0.00	\$1,483,293.49	\$4,760.35

In the Matter of Extension No. 2 of the CONSOLIDATED HARRIS SEWER DISTRICT in the Town of Thompson, County of Sullivan, State of New York.

FINAL ORDER EXPANDING CONSOLIDATED HARRIS SEWER DISTRICT

A Resolution having been duly adopted by the Town Board of the Town of Thompson directing Town Engineers, MHE Engineering, D.P.C., for the preparation of a map, plan and report relating to the extension of the Consolidated Harris Sewer District in the Town of Thompson, and said map, plan and report were duly filed in the office of the Town Clerk, and an order having been duly adopted by the said Town Board on May 6, 2025, reciting a description of the boundaries of the said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that a map, plan and report were on file in the Town Clerk's Office for public inspection, and specifying the ____ day of June, 2025, at 7:00 o'clock, P.M., Prevailing Time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to hear all persons interested in the proposal to expand the said sewer district and after due publication and posting of said order according to law, said hearing was duly held by said Board at such time and place, and the Town Board having considered said proposal and heard all persons interested in the same, and did, on June _____, 2025, resolve and determine that the Notice of Hearing for June _, 2025, was published and posted as required by law, and otherwise sufficient, that all the property and property owners within the created district would be benefitted thereby, that all property and property owners benefitted were included within the limits of the created district, and that it was in the public interest to grant and hold the relief sought, and it having been then

and there further duly resolved that the creation of such district as proposed be approved subject to permissive referendum in the manner provided in Article 7 of the Town Law, and a certificate of the Town Clerk having been duly filed pursuant to subdivision 4 of Section 209-e of the Town Law certifying that no petition was filed requesting such a referendum, and it appearing to the satisfaction to the said Town Board that no application pursuant to Town Law Section 209-f is required to be made to the State Department of Audit and Control,

NOW, THEREFORE, IT IS HEREBY

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

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

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

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

after adoption of this order; and it is further

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

Dated: Monticello, New York June _____, 2025

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

day of June, 2025.	Town Clerk
Town Hall Village Hall Sullivan County Courthouse IN WITNESS WHEREOF, I have hereunto set my	y hand and affixed the seal of said Town this
Designated Location(s) of posted notice	Date of Posting
I FURTHER CERTIFY that PRIOR to the time of the time and place of said meeting to be conspicuously polocation(s) on the following dates:	
Sullivan County Democrat WSUL Radio WVOS Radio	
Newspaper and/or other news media	Date given
I FURTHER CERTIFY that PRIOR to the time of the time and place of said meeting to be given to the follows:	
I FURTHER CERTIFY that, pursuant to Section Law), said meeting was open to the general public.	99 of the Public Officers Law (Open Meetings
I FURTHER CERTIFY that all members of said	Board had due notice of said meeting.
That I have compared the annexed extract of the said Town, including the Resolution contained therein, he original thereof on file in my office, and that the same is a whole of said original so far as the same relates to the sub	eld on the day of June, 2025, with the a true and correct transcript therefrom and of the
I, the undersigned Clerk of the Town of Thompso CERTIFY:	on, Sullivan County, New York, DO HEREBY
STATE OF NEW YORK) COUNTY OF SULLIVAN) SS.:	

Anthony F. Siciliano, LS, P.C. Licensed Land Surveyor

248 Main Street, P.O. Box 35 Grahamsville, N.Y. 12740 (845) 985-7551 anthony@sicilianosurveying.com

19.10 Acre Parcel: Town of Thompson S-B-L Nos. 7-1-41, 44.2, 44.3 &44.4

ALL that tract or parcel of land situate in the Town of Thompson, County of Sullivan and State of New York, intended to be the same premises as described in a deed from the Vera Vucicevic Revocable Trust and Dusko Vucicevic to Brookview Partners LLC, dated June 10, 2024, recorded in the Sullivan County Clerk's Office June 18, 2024 as Instrument No. 2024-4302, intended to be the same premises described by metes and bounds in a deed to Petar Vucicevic, Vera Vucicevic and Dusko Vucicevic recorded in Land Records Liber 1634 at Page 529, more particularly bound and described as follows:

BEGINNING at a point at the intersection of the approximate center of travelled way of Greenwald Road (Town Road No. 44) with the approximate center of travelled way of Old Route 17 (County Road No. 174), and running thence from said point of beginning along the approximate center of travelled way of said Greenwald Road the following seven courses and distances:

- (1) South 15 degrees 41 minutes 13 seconds West 103.03 feet,
- (2) South 09 degrees 38 minutes 30 seconds West 172.15 feet,
- (3) South 08 degrees 10 minutes 53 seconds West 253.42 feet,
- (4) South 12 degrees 00 minutes 49 seconds West 147.23 feet,
- (5) South 03 degrees 36 minutes 46 seconds West 95.68 feet,
- (6) South 06 degrees 34 minutes 07 seconds East 63.78 feet, and
- (7) South 10 degrees 56 minutes 41 seconds East 295.81 feet

to the intersection of the approximate center of travelled way of said Greenwald Road with the northeasterly bounds of New York State Route 17;

thence running along the northeasterly bounds of said New York State Route 17, being the northeasterly bounds of R.O.W. Parcel No. 90 as designated on R.O.W. Map No. 22 for State Highway No. 5035, North 23 degrees 41 minutes 35 seconds West 74.82 feet to a concrete highway monument found at the northwesterly corner of said Parcel No. 90 and the northeasterly corner of R.O.W. Parcel No. 91 as designated on R.O.W. Map No. 23 for said State Highway No. 5035;

thence continuing along the northeasterly bounds of said New York State Route 17, being the northeasterly bounds of said Parcel No. 91, North 23 degrees 11 minutes 47 seconds West 333.79 feet to a concrete highway monument found, North 34 degrees 17 minutes 21 seconds West 437.71 feet to a concrete highway monument found, and North 25 degrees 45 minutes 27 seconds West 223.89 feet to the most northerly corner of said Parcel No. 91;

thence running along the easterly bounds of said New York State Route 17, North 20 degrees 39 minutes 56 seconds West 11.66 feet to a concrete highway monument found at the most easterly corner of R.O.W. Parcel No. 94 as designated on said Map No. 23;

thence running along the northeasterly and easterly bounds of said New York State Route 17 and the northeasterly and easterly bounds of said Parcel No. 94, North 25 degrees 05 minutes 50 seconds West 198.88 feet to a concrete highway monument found, North 36 degrees 36 minutes 36 seconds West 404.66 feet to a concrete highway monument found, North 28 degrees 33 minutes 33 seconds West 634.89 feet and North 19 degrees 34 minutes 10 seconds West 73.36 feet to a point in the approximate center of a small steam on the easterly bounds of said New York State Route 17 and said Parcel No. 94 at the most southerly corner of lands described in a deed to SDTC – The Center for Discovery, Inc. recorded in Land Records Liber 3175 at Page 602;

thence running along the approximate center of said small steam and the southeasterly and easterly bounds of said lands of SDTC – The Center for Discovery, Inc., the following seven courses and distances:

- (1) North 31 degrees 59 minutes 52 seconds East 58.16 feet,
- (2) North 19 degrees 30 minutes 53 seconds East 150.50 feet,
- (3) North 12 degrees 18 minutes 01 seconds East 44.05 feet,
- (4) North 26 degrees 54 minutes 07 seconds East 25.29 feet,
- (5) North 58 degrees 46 minutes 17 seconds East 26.67 feet,
- (6) North 37 degrees 42 minutes 45 seconds East 48.95 feet, and
- (7) North 51 degrees 38 minutes 37 seconds East 9.22 feet

to the intersection of the approximate center of said small stream with the assumed southwesterly bounds of said Old Route 17, at the most easterly corner of said lands of SDTC – The Center for Discovery, Inc.;

thence running along the assumed southwesterly bounds of said Old Route 17, South 32 degrees 03 minutes 23 seconds East 24.08 feet to the most northerly corner of R.O.W. Parcel No. 174-1-A as designated on R.O.W. Map No. 174-1-A-B for County Road No. 174, being lands described as Parcel A in a deed to County of Sullivan recorded in Deed Liber 1258 at Page 270;

thence running along the bounds of said Parcel A, South 22 degrees 25 minutes 24 seconds West 29.83 feet and South 31 degrees 07 minutes 57 seconds East 85.28 feet to the most southerly corner of said Parcel A;

thence running along the southeasterly bounds of said Parcel A and a projection thereof, North 58 degrees 52 minutes 03 seconds East 42.95 feet to a point in the approximate center of traveled way of said Old Route 17;

thence running along the approximate center of travelled way of said Old Route 17 the following six courses and distances:

- (1) South 30 degrees 49 minutes 12 seconds East 495.51 feet,
- (2) South 33 degrees 41 minutes 14 seconds East 122.97 feet,
- (3) South 40 degrees 01 minutes 51 seconds East 225.25 feet,
- (4) South 44 degrees 54 minutes 12 seconds East 139.92 feet,
- (5) South 46 degrees 28 minutes 26 seconds East 421.12 feet, and
- (6) South 50 degrees 12 minutes 48 seconds East 148.45 feet

to the point of beginning, containing 19.10 acres of land.

SUBJECT to a Stream Channel Easement, being a portion of Easement Parcel No. 101 as designated on R.O.W. Map No. 23 for State Highway No. 5035, and a Sewer Easement, being a portion of the Sewer Easement as set forth in Deed Liber 1226 at Page 83, said portion of the land contained in both easements being described as follows:

BEGINNING at the intersection of the approximate center of a small stream with the assumed southwesterly bounds of said Old Route 17 at the most northerly corner of the above described 19.10 Acre Parcel and at the most easterly corner of lands described in a deed to SDTC – The Center for Discovery, Inc. recorded in Land Records Liber 3175 at Page 602, and running thence along the assumed southwesterly bounds of said Old Route 17, South 32 degrees 03 minutes 23 seconds East 24.08 feet; thence running along a bounds of said 19.10 Acre Parcel for the first 29.83 feet and a projection thereof, South 22 degrees 25 minutes 24 seconds West a total distance of 393.51 feet to an angle point on the bounds of New York State Route 17; thence running along the easterly bounds of said New York State Route 17, North 19 degrees 34 minutes 10 seconds West 73.36 feet to a point in the approximate

center of said steam on the easterly bounds of said New York State Route 17 at the most westerly corner of said 19.10 Acre Parcel and the most southerly corner of said lands of SDTC – The Center for Discovery, Inc.; thence running along the approximate center of said small steam, being the northwesterly and westerly bounds of said 19.10 Acre Parcel and the southeasterly and easterly bounds of said lands of SDTC – The Center for Discovery, Inc., the following seven courses and distances:

- (1) North 31 degrees 59 minutes 52 seconds East 58.16 feet,
- (2) North 19 degrees 30 minutes 53 seconds East 150.50 feet,
- (3) North 12 degrees 18 minutes 01 seconds East 44.05 feet,
- (4) North 26 degrees 54 minutes 07 seconds East 25.29 feet,
- (5) North 58 degrees 46 minutes 17 seconds East 26.67 feet,
- (6) North 37 degrees 42 minutes 45 seconds East 48.95 feet, and
- (7) North 51 degrees 38 minutes 37 seconds East 9.22 feet

to the point of beginning.

SUBJECT to highway use/dedication of record and all easements of record.

BEARINGS are as the magnetic needle pointed in January of 2008.

PREPARED by Anthony F. Siciliano, Licensed Land Surveyor, on October 13, 2024.

TOWN OF THOMPSON TOWN BOARD NOTICE OF INTENT FOR DESIGNATION OF LEAD AGENCY

Please take notice that, according to the provisions of 6 NYCRR Part 617, the Town of Thompson Town Board has declared its intent to be lead agency for the purpose of review of and action on the project named below. If within 30 calendar days from the date of mailing this notification no involved agency submits a written objection to the Town of Thompson Town Board, the Town of Thompson Town Board shall act as lead agency and shall follow the provisions of 6NYCRR Part 617.7 governing determination of significance of the proposed action.

Contact Person/Address: William J. Rieber Jr., Supervisor

Town of Thompson 4052 Route 42 Monticello, NY 12701 (845) 794-2500 ext 306

Name of Project: Emerald Green PS 6 Collection System Improvements

Location: Within existing road right-of-way around Lake Louise Marie, Rock Hill, NY

SEQRA Status: Unlisted Action - Coordinated Review

Project Description: To reduce the Town's current issues with inflow and infiltration

in their sewer collection system, the project includes replacement of

approximately 3,855 LF of sewer main and relining of approximately 6,423 LF of sewer main contributing to the Town's inflow and infiltration problems. Additionally, 65 lateral connections and 21 manholes will be replaced, and an

additional 46 manholes will be relined.

Date of Action: July 15th,2025

Date of Mailing: July 16th, 2025

Involved/Interested Agencies:

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

NYS Department of Environmental Conservation 21 S. Putt Corners Road New Paltz, NY 12561 Attn: Environmental Permits/SEQRA Unit

NYS Environmental Facilities Corporation 625 Broadway Albany, NY 12207

END OF DOCUMENT

Full Environmental Assessment Form Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Emerald Green/Rock Hill Sewer District Pump Station #6 Collection System Improvement Project Project Location (describe, and attach a general location map): Sections and sidestreets off of Lake Shore Drive S, Lake Shore Drive E, and Lake Louise Marie Rd. See attached map for accurate depiction of work area. Brief Description of Proposed Action (include purpose or need): To reduce the Town's current issues with inflow and infiltration in their sever collection system, the project includes replacement of approximately 3,855 LF of sewer main and relining of approximately 3,255 LF of sewer main contributing to the Town's inflow and infiltration problems. Additionally, 65 lateral connections and 21 manholes will be replaced, and an additional 46 manholes will be relined. Name of Applicant/Sponsor: Town of Thompson Address: 4052 State Route 42 City/PO: Monticello Project Contact (if not same as sponsor; give name and title/role): Mathew Sickler Address: 11 Wheatfield Drive City/PO: Monticello State: Zip Code: Red			
Project Location (describe, and attach a general location map): Sections and sidestreets off of Lake Shore Drive S, Lake Shore Drive E, and Lake Louise Marie Rd. See attached map for accurate depiction of work area. Brief Description of Proposed Action (include purpose or need): To reduce the Town's current issues with inflow and infiltration in their sewer collection system, the project includes replacement of approximately 3,855 LF of sewer main and relining of approximately 6,423 LF of sewer main contributing to the Town's inflow and infiltration problems. Additionally, 65 lateral properties and 21 manholes will be replaced, and an additional 46 manholes will be relined. Name of Applicant/Sponsor: Town of Thompson Rame of Applicant/Sponsor: Town of Thompson Address: 4052 State Route 42 City/PO: Monticello Project Contact (if not same as sponsor; give name and title/role): Mathew Sickler Address: 11 Wheatfield Drive City/PO: Milford Pa State: Zip Code: 18337 Property Owner (if not same as sponsor): Telephone: E-Mail: Address: Address:	Name of Action or Project:		
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Name of Applicant/Sponsor: Telephone: 845-794-2500 Ext. 306 Town of Thompson Address: 4052 State Route 42 City/PO: Monticello Project Contact (if not same as sponsor; give name and title/role): Mathew Sickler Address: 111 Wheatfield Drive City/PO: Monticello City/PO: Monticello Address: 121 City/PO: Monticello Address: 112 City/PO: Monticello Address: 113 State: Route 42 E-Mail: Mail: Ma	Brief Description of Proposed Action (include purpose or need):		
Town of Thompson E-Mail: supervisor@thompsonny.gov Address: 4052 State Route 42 City/PO: Monticello Project Contact (if not same as sponsor; give name and title/role): Mathew Sickler Address: 111 Wheatfield Drive City/PO: Milford Property Owner (if not same as sponsor): E-Mail: supervisor@thompsonny.gov State: NY Telephone: (570) 296-2765 E-Mail: msickler@mhepc.com State: Zip Code: Mail: Milford PA 18337 Telephone: E-Mail: Address:	of sewer main and relining of approximately 6,423 LF of sewer main contributing to the Tov	vn's inflow and infiltration problems. A	
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Address: 4052 State Route 42 City/PO: Monticello Project Contact (if not same as sponsor; give name and title/role): Mathew Sickler Address: 111 Wheatfield Drive City/PO: Millimsickler@mhepc.com State: PA State: PA State: PA State: PA Telephone: State: PA State: PA Telephone: E-Mail: State: PA Telephone: E-Mail: State: PA State	Town of Thompson	E-Mail: supervisor@thompsonn	y.gov
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Mathew Sickler Address: Address: City/PO: Milford PA Property Owner (if not same as sponsor): Address: Telephone: E-Mail: E-Mail: E-Mail: E-Mail: Address:	City/PO: Monticello	State: NY	Zip Code: 12701
Address: City/PO: Wilford Property Owner (if not same as sponsor): Address: Address: E-Mail: msickler@mhepc.com State: PA Telephone: E-Mail: E-Mail: Address:	Project Contact (if not same as sponsor; give name and title/role):	Telephone: (570) 296-2765	
Address: City/PO: Milford Property Owner (if not same as sponsor): Address: Address:	Mathew Sickler		
Wilford PA 18337 Property Owner (if not same as sponsor): E-Mail: Address:	Address: 111 Wheatfield Drive		
Property Owner (if not same as sponsor): Telephone: E-Mail:	City/PO:	State:	Zip Code:
E-Mail: Address:	Milford	PA	18337
Address:	Property Owner (if not same as sponsor):	Telephone:	
		E-Mail:	
City/PO: State: Zip Code:	Address:		
	City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Spo assistance.)	nsorship. ("Funding" includes grants, loans, to	ax relief, and any othe	r forms of financial
Government Entity	If Yes: Identify Agency and Approval(s) Required	Applicati (Actual or	
a. City Counsel, Town Board, ☑Yes□No or Village Board of Trustees	Town Board Bond Resolution	8/19/2025 (projected)	
b. City, Town or Village ☐Yes☑No Planning Board or Commission			
c. City, Town or ☐Yes☑No Village Zoning Board of Appeals			
d. Other local agencies ☐Yes☑No			
e. County agencies ☐Yes☑No			
f. Regional agencies ☐Yes☑No			······································
g. State agencies ☑Yes□No	NYSEFC, NYSDEC	September 2025 (projec	cted)
h. Federal agencies ☐Yes☑No			
i. Coastal Resources. i. Is the project site within a Coastal Area,	or the waterfront area of a Designated Inland W	aterway?	□Yes☑No
ii. Is the project site located in a community iii. Is the project site within a Coastal Erosion	with an approved Local Waterfront Revitalizan Hazard Area?	tion Program?	☐ Yes☑No ☐ Yes☑No
C. Planning and Zoning			
C.1. Planning and zoning actions.			
Will administrative or legislative adoption, or a only approval(s) which must be granted to ena If Yes, complete sections C, F and G. If No, proceed to question C.2 and con			□Yes Z INo
C.2. Adopted land use plans.			
a. Do any municipally- adopted (city, town, vi where the proposed action would be located?) include the site	✓Yes□No
If Yes, does the comprehensive plan include sp would be located?		proposed action	□Yes Z No
b. Is the site of the proposed action within any Brownfield Opportunity Area (BOA); design or other?) If Yes, identify the plan(s): NYS Major Basins:Upper Delaware	ocal or regional special planning district (for e lated State or Federal heritage area; watershed		☑ Yes□No
c. Is the proposed action located wholly or part or an adopted municipal farmland protection of Yes, identify the plan(s):		pal open space plan,	∐Yes Z No

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? Suburban Residential	Z Yes□No
b. Is the use permitted or allowed by a special or conditional use permit?	□ Yes ☑ No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site?	□ Yes ☑ No
C.4. Existing community services.	
a. In what school district is the project site located? Monticello Central School District	
b. What police or other public protection forces serve the project site?	
New York State Police, Sullivan County Sherrif	
c. Which fire protection and emergency medical services serve the project site? ROCK HILL FIRE DEPT	
d. What parks serve the project site? N/A	

D. Project Details	
D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, components)? Municipal	include all
b. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.45 acres 0.45 acres	
c. Is the proposed action an expansion of an existing project or use? i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, square feet)? % Units:	☐ Yes☑ No housing units,
 d. Is the proposed action a subdivision, or does it include a subdivision? If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) 	□Yes Z No
ii. Is a cluster/conservation layout proposed?iii. Number of lots proposed?iv. Minimum and maximum proposed lot sizes? Minimum Maximum	□Yes Z No
e. Will the proposed action be constructed in multiple phases? i. If No, anticipated period of construction: ii. If Yes: • Total number of phases anticipated • Anticipated commencement date of phase 1 (including demolition) • Anticipated completion date of final phase • Generally describe connections or relationships among phases, including any contingencies where progress	
determine timing or duration of future phases:	

<u> </u>					
	ct include new resid				□Yes ☑ No
If Yes, show nun	bers of units propo				
	One Family	Two Family	Three Family	Multiple Family (four or more)	
Initial Phase					
At completion	Value 1117 to the late of the	**************************************			
of all phases					
		***************************************	***************************************		
g. Does the propo	sed action include	new non-residentia	al construction (inclu	uding expansions)?	☐Yes Z No
If Yes,			(and orbanicion,	hand a collinar to
i. Total number	of structures				
ii Dimensions (in feet) of largest n	roposed structure	height:	width; andlength	
iii Annrovimate	evtent of huilding	space to be heated	or cooled:	square feet	
		-			
				I result in the impoundment of any	☐Yes Z No
liquids, such a	s creation of a wate	er supply, reservoir	, pond, lake, waste la	agoon or other storage?	
If Yes,					
i. Purpose of the	e impoundment:				
ii. If a water imp	e impoundment:oundment, the prin-	cipal source of the	water:	☐ Ground water ☐ Surface water strear	ns Other specify:
		•		_	
iii. If other than v	vater, identify the ty	ype of impounded/	contained liquids an	d their source.	
	, ,	, , , , , , , , , , , , , , , , , , , ,	1		
iv. Approximate	size of the propose	d impoundment.	Volume:	million gallons; surface area:	acres
v Dimensions o	f the proposed dam	or impounding str	ructure:	height; length	
				ructure (e.g., earth fill, rock, wood, conc	rete)·
vi. Construction	method/materials i	ioi ine proposed da	in or impounding st	ructure (e.g., cartii iiii, rock, wood, cone	icic).
	· · · · · · · · · · · · · · · · · · ·				
D.2. Project Op	arations				
	······		(n		
				uring construction, operations, or both?	∑ Yes N o
		ation, grading or in	istallation of utilities	or foundations where all excavated	
materials will r	emain onsite)				
If Yes:					
i. What is the pu	rpose of the excava	ation or dredging?	Sewer forcemain instal	lation	
				o be removed from the site?	
	(specify tons or cul				
	at duration of time	• • • • • • • • • • • • • • • • • • • •			
			a avanuatad or drad	ged, and plans to use, manage or dispose	ofthom
forcemain.	s replaceo, earth with	in the alignment of th	e forcemain will be rem	noved and backfilled in place following the ins	taliation of the
	ansita darratarina	or proceeding of ou	cavated materials?		
					☐Yes ☑ No
ii yes, descri	oe.	······································			
	tal area to be dredg			acres	
vi. What is the m	aximum area to be	worked at any one	time?	acres	
vii. What would b	e the maximum de	pth of excavation of	or dredging?	feet	
	vation require blast		0 0		□Yes ☑ No
Sammanae Bit		P.a			***************************************
Security of Security and Commission of the Security of the Sec					****
				crease in size of, or encroachment	□Yes☑No
into any existi	ng wetland, waterbo	ody, shoreline, bea	ich or adjacent area?		
If Yes:					
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic					
<u> </u>					

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:				
iii. Will the proposed action cause or result in disturbance to bottom sediments? If Yes, describe:	□Yes□No			
iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? If Yes:	□Yes□No			
acres of aquatic vegetation proposed to be removed:				
expected acreage of aquatic vegetation remaining after project completion:				
purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):				
proposed method of plant removal:				
 proposed method of plant removal: if chemical/herbicide treatment will be used, specify product(s): 				
v. Describe any proposed reclamation/mitigation following disturbance:				
c. Will the proposed action use, or create a new demand for water? f Yes:	□Yes Z No			
i. Total anticipated water usage/demand per day: gallons/day				
ii. Will the proposed action obtain water from an existing public water supply?	□Yes □No			
f Yes:				
Name of district or service area:				
Does the existing public water supply have capacity to serve the proposal?	☐ Yes ☐ No			
• Is the project site in the existing district?	☐ Yes ☐ No			
Is expansion of the district needed?	☐ Yes☐ No			
Do existing lines serve the project site?	☐ Yes☐ No			
ii. Will line extension within an existing district be necessary to supply the project? f Yes:	□Yes □No			
Describe extensions or capacity expansions proposed to serve this project:				
Source(s) of supply for the district:				
iv. Is a new water supply district or service area proposed to be formed to serve the project site? f, Yes:	☐ Yes☐No			
Applicant/sponsor for new district:				
Date application submitted or anticipated:				
Proposed source(s) of supply for new district:				
v. If a public water supply will not be used, describe plans to provide water supply for the project:				
vi. If water supply will be from wells (public or private), what is the maximum pumping capacity:	_ gallons/minute.			
l. Will the proposed action generate liquid wastes?	□ Yes Z No			
f Yes:				
 i. Total anticipated liquid waste generation per day: gallons/day ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe a 				
ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe a	Il components and			
approximate volumes or proportions of each):				
ii. Will the proposed action use any existing public wastewater treatment facilities?	⊘ Yes □No			
If Yes:				
Name of wastewater treatment plant to be used: Emerald Green Wastewater Treatment Plant				
Name of district: Emerald Green				
Does the existing wastewater treatment plant have capacity to serve the project? In the project site in the existing district?	✓ Yes □No			
Is the project site in the existing district? Is a proposition of the district modeled?	✓ Yes ☐No			
• Is expansion of the district needed?	☐Yes Z No			

Do existing sewer lines serve the project site?	Z Yes□No
Will a line extension within an existing district be necessary to serve the project?	□Yes ☑No
 If Yes: Describe extensions or capacity expansions proposed to serve this project: 	
Describe extensions of capacity expansions proposed to serve this project.	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? If Yes:	□Yes Z No
Analise Alexander Communitation	
Applicant/sponsor for new district: Date application submitted or anticipated:	
What is the receiving water for the wastewater discharge?	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including speci	fying proposed
receiving water (name and classification if surface discharge or describe subsurface disposal plans):	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste:	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point	□Yes Z No
sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point	
source (i.e. sheet flow) during construction or post construction?	
If Yes: i. How much impervious surface will the project create in relation to total size of project parcel?	
Square feet or acres (impervious surface) Square feet or acres (parcel size)	
ii. Describe types of new point sources.	
iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent pr	operties.
groundwater, on-site surface water or off-site surface waters)?	- F
If to surface waters, identify receiving water bodies or wetlands:	
Will stormwater runoff flow to adjacent properties?	□Yes□No
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel	Z Yes □No
combustion, waste incineration, or other processes or operations?	
If Yes, identify:	
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) Excavator, remote control compaction equipment. 	
ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)	
iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?	□Yes ☑ No
If Yes:	
i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet	□Yes□No
ambient air quality standards for all or some parts of the year)	
ii. In addition to emissions as calculated in the application, the project will generate:	
•Tons/year (short tons) of Carbon Dioxide (CO ₂)	
 Tons/year (short tons) of Nitrous Oxide (N₂O) Tons/year (short tons) of Perfluorocarbons (PFCs) 	
Tons/year (short tons) of Fernuorocarbons (FFCs) Tons/year (short tons) of Sulfur Hexafluoride (SF ₆)	
Tons/year (short tons) of Sarran Texandon de (SF 8) Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)	
Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? If Yes: i. Estimate methane generation in tons/year (metric): ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to gelectricity, flaring): i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):	□Yes□No enerate heat or □Yes☑No
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? If Yes: i. When is the peak traffic expected (Check all that apply):	No
 iii. Parking spaces: Existing Proposed Net increase/decrease	☐Yes☐No ☐Yes☐No ☐Yes☐No
 k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? If Yes: i. Estimate annual electricity demand during operation of the proposed action: ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/lother): iii. Will the proposed action require a new, or an upgrade, to an existing substation? 	☐Yes☑No ocal utility, or ☐Yes☐No
1. Hours of operation. Answer all items which apply. ii. During Operations: i. During Construction: ii. During Operations: • Monday - Friday: 24/7 • Saturday: 24/7 • Sunday: 24/7 • Holidays: 24/7 • Holidays: 24/7	

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?	☑ Yes □No
If yes:	
i. Provide details including sources, time of day and duration:	
Trenching and maintenance activities will occur during the hours of 7:00 AM - 5:00 PM, Monday through Friday during construction. The	ne heavy equipment
may produce noise that exceeds ambient noise levels.	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?	☐Yes ☑ No
Describe:	
	☐Yes ☑No
n. Will the proposed action have outdoor lighting?	
If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:	
1. Describe source(s), location(s), neight of fixture(s), direction and proximity to home of each	
	May - Mat
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?	□Yes□No
Describe:	
o. Does the proposed action have the potential to produce odors for more than one hour per day?	☐ Yes Z No
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest	
occupied structures:	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons)	☐ Yes Z No
or chemical products 185 gallons in above ground storage or any amount in underground storage?	
If Yes:	
i. Product(s) to be storedii. Volume(s) per unit time (e.g., month, year)	
ii. Volume(s) per unit time (e.g., month, year)	
iii. Generally, describe the proposed storage facilities:	
	☐ Yes ☑ No
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides,	TI LES MINO
insecticides) during construction or operation?	
If Yes:	
i. Describe proposed treatment(s):	
	D Van Data
ii. Will the proposed action use Integrated Pest Management Practices?	☐ Yes ☐ No
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal	✓ Yes ∐No
of solid waste (excluding hazardous materials)?	
If Yes:	
i. Describe any solid waste(s) to be generated during construction or operation of the facility:	
• Construction: 35 tons per day (unit of time) • Operation: 0 tons per 0 (unit of time)	
Operation: O	t.
11. Describe any proposals for on-site minimization, recycling of reuse of materials to avoid disposal as solid waste	
Construction: The reuse of earth from excavation as backfill within the same trench.	
Operation: N/A	
iii. Proposed disposal methods/facilities for solid waste generated on-site:	
Construction: Sullivan County Transfer Station	
Operation:	

s. Does the proposed action include construction or modi	fication of a solid waste man	agement facility?	🗌 Yes 🗸 No		
If Yes:					
i. Type of management or handling of waste proposed	i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or				
other disposal activities): ii. Anticipated rate of disposal/processing:					
ii. Anticipated rate of disposal/processing:	1 4 41 14				
• Tons/month, if transfer or other non-	combustion/thermal treatmen	t, or			
• Tons/hour, if combustion or thermal	reatment				
iii. If landfill, anticipated site life:			Parties -		
t. Will the proposed action at the site involve the comme	rcial generation, treatment, st	orage, or disposal of hazard	ous Yes No		
waste?					
If Yes: i. Name(s) of all hazardous wastes or constituents to be	consected bondled or manage	rad at facility			
t. Name(s) of all hazardous wastes of constituents to be	generated, nandled of manag	ged at facility.	LONG MATERIAL CONTROL		
ii. Generally describe processes or activities involving h	nazardous wastes or constitue	nts:			
iii. Specify amount to be handled or generatedto		4.			
iv. Describe any proposals for on-site minimization, rec	yeling or reuse of hazardous	constituents:			
v. Will any hazardous wastes be disposed at an existing	offsite hazardous waste faci	lity?	□Yes□No		
If Yes: provide name and location of facility:	, • • • • • • • • • • • • • • • • • • •	••••			
If No: describe proposed management of any hazardous	wastes which will not be sent	to a hazardous waste facilit	y:		
	<u>,,, , , , , , , , , , , , , , , , , , </u>				
E C'4 CD					
E. Site and Setting of Proposed Action					
E.1. Land uses on and surrounding the project site					
a. Existing land uses.					
i. Check all uses that occur on, adjoining and near the	project site				
☐ Urban ☐ Industrial ☐ Commercial ☑ Resid	lential (suburban) Rura	l (non-farm)			
Forest Agriculture Aquatic Other (specify):					
ii. If mix of uses, generally describe:					

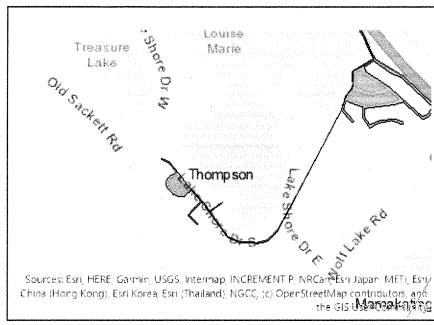
b. Land uses and covertypes on the project site.					
Land use or	Current	Acreage After	Change		
Covertype	Acreage	Project Completion	(Acres +/-)		
Roads, buildings, and other paved or impervious					
surfaces					
Forested					
Meadows, grasslands or brushlands (non-					
agricultural, including abandoned agricultural)					
Agricultural					
(includes active orchards, field, greenhouse etc.)					
Surface water features	······································				
(lakes, ponds, streams, rivers, etc.)					
Wetlands (freshwater or tidal)			•		
Non-vegetated (bare rock, earth or fill)					
• Other					
Describe: Grassed, lightly forested right of way alongside residential roads.	0.45	0.45	0		
aiorigaide realderitiat (dada.					

Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes, i. Identify Facilities:	Is the project site presently used by members of the community for public recreation? i. If Yes: explain:	□Yes☑No
Does the project site contain an existing dam? Yes: Domnenions of the dam and impoundment: Dam height: Dam length: Surface area: Volume impounded: Dam's existing hazard classification: Dom's existing hazard classification: Provide date and summarize results of last inspection: Has the project site ever been used as a municipal, commercial or industrial solid waste management facility,	Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed	∏Yes ∏ No
Yes: Dam height: Dam height: Dam length: Surface area: Volume impounded: Surface area: Volume impounded: Surface area: Surface		
i. Dimensions of the dam and impoundment: • Dam height: • Dam length: • Dam length: • Surface area: •	Does the project site contain an existing dam?	□Yes☑No
Dam height:	Yes:	
Dam length: Surface area: Volume impounded: Joam's existing hazard classification: Ji. Dam's existing hazard classification: Jii. Provide date and summarize results of last inspection: Has the project site ever been used as a municipal, commercial or industrial solid waste management facility,	·	
Surface area: Volume impounded: gallons OR acre-feet Jam's existing hazard classification: Jii. Provide date and summarize results of last inspection: Has the project site ever been used as a municipal, commercial or industrial solid waste management facility,		
Volume impounded:	C	
ii. Dam's existing hazard classification: iii. Provide date and summarize results of last inspection: Has the project site ever been used as a municipal, commercial or industrial solid waste management facility. Yes		
Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes: 'Has the facility been formally closed? If yes, cite sources/documentation: 'Describe the location of the project site relative to the boundaries of the solid waste management facility: Describe any development constraints due to the prior solid waste activities: Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes: Describe waste(s) handled and waste management activities, including approximate time when activities occurred: Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes: Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Yes No Remediation database? Check all that apply: Yes - Environmental Site Remediation database Provide DEC ID number(s): Yes No Remediaton database No Remediaton database Provide DEC ID number(s): Yes No Remediaton database No Remediaton database Provide DEC ID number(s): Yes No Remediaton database No Remedi		
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v. Is the project site subject to an institutional control limiting property uses?	□Yes ☑ No
 If yes, DEC site ID number:	
 Describe the type of institutional control (e.g., deed restriction or easement): Describe any use limitations: 	
Describe any engineering controls:	
 Will the project affect the institutional or engineering controls in place? 	□Yes□No
Explain:	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? Greater than 7 Feet feet Greater than 7 Feet	
b. Are there bedrock outcroppings on the project site?	□Yes☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? No %	balland
c. Predominant soil type(s) present on project site: Gravelly Sandy Loam 100 %	
a. What is the avoided depile to the water the projection of the projection of the avoided depile to the avoid	
e. Drainage status of project site soils: Well Drained: % of site Moderately Well Drained: % of site	
Poorly Drained % of site	
f. Approximate proportion of proposed action site with slopes: 2 0-10%: 100 % of site	
☐ 10-15%;% of site ☐ 15% or greater:% of site	
g. Are there any unique geologic features on the project site?	□Yes√No
If Yes, describe:	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?	Z Yes□No
ii. Do any wetlands or other waterbodies adjoin the project site?	☑ Yes □No
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal,	Z Yes □No
state or local agency? iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
• Streams: Name Classification	
 Lakes or Ponds: Name Wetlands: Name Federal Waters, Federal Waters, Federal Waters Approximate Size 	
 Wetlands: Name Federal Waters, Federal Waters, Federal Waters Approximate Size Wetland No. (if regulated by DEC) 	
• Wetland No. (if regulated by DEC) v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired	□Yes ☑ No
waterbodies? If yes, name of impaired water body/bodies and basis for listing as impaired:	
Tryes, name of impared water body/bodies and basis for fishing as impared.	
i. Is the project site in a designated Floodway?	□Yes ☑ No
j. Is the project site in the 100-year Floodplain?	□Yes Z No
k. Is the project site in the 500-year Floodplain?	□Yes Z No
1. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?	□Yes Z No
If Yes: i. Name of aquifer:	

m. Identify the predominant wildlife species that occupy or use the project site:	
n. Does the project site contain a designated significant natural community? If Yes:	□Yes Z No
i. Describe the habitat/community (composition, function, and basis for designation):	
ii. Source(s) of description or evaluation:	
iii. Extent of community/habitat:	
• Currently: acres	
Following completion of project as proposed:	
• Gain or loss (indicate + or -):	
 o. Does project site contain any species of plant or animal that is listed by the federal government endangered or threatened, or does it contain any areas identified as habitat for an endangered of If Yes: i. Species and listing (endangered or threatened): 	or threatened species?
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or a	s a species of ☐Yes☑No
special concern?	•
If Yes:	
i. Species and listing:	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishin	g?
If yes, give a brief description of how the proposed action may affect that use:	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified put	rsuant to Yes No
Agriculture and Markets Law, Article 25-AA, Section 303 and 304?	
If Yes, provide county plus district name/number:	
b. Are agricultural lands consisting of highly productive soils present?	□Yes ☑ No
i. If Yes: acreage(s) on project site?	
ii. Source(s) of soil rating(s):	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered Na	tional Yes No
Natural Landmark? If Yes:	
i. Nature of the natural landmark:	ture
ii. Provide brief description of landmark, including values behind designation and approximate	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?	☐Yes☑No
If Yes:	
i. CEA name:	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
ii. Basis for designation:iii. Designating agency and date:	
Designating agency and date.	

 i. Nature of historic/archaeological resource:
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes: i. Describe possible resource(s): ii. Basis for identification:
h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local Security or scenic or aesthetic resource? If Yes: i. Identify resource: ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): iii. Distance between project and resource: miles.
 i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: i. Identify the name of the river and its designation:
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?
F. Additional Information Attach any additional information which may be needed to clarify your project. If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.
G. Verification I certify that the information provided is true to the best of my knowledge.
Applicant/Sponsor Name Date
SignatureTitle



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



Sources: Esr. HERE Garmin, USGS Intermac INCREMENT P RCan, Esri Japan, METI, Esri China (Hong Kong), Esri Kotea, Esri Thai and, NGCC, Ic. OpenStreetMap contractors, and the GIS USGS NPS

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Major Basins:Upper Delaware
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	;No
E.2.j. [100 Year Floodplain]	;No

E.2.k. [500 Year Floodplain]	No
E.2.I. [Aquifers]	No
E.2.n. [Natural Communities]	No ,
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No :
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No



MAP, PLAN AND REPORT FOR ROCKHILL/EMERALD GREEN SEWER DISTRICT

PUMP STATION #6 & COLLECTION SYSTEM IMPROVEMENT PROJECT



SULLIVAN COUNTY, NEW YORK

Client:

Town of Thompson 4052 Route 42 Monticello, NY 12701

NOTE: ANY UNAUTHORIZED ALTERATION OR

ADDITION TO THIS DOCUMENT IS A A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW.

Prepared by:

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

Job No.: 24-716 Date: 27 June 2025

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1.0 PROJECT BACKGROUND AND HISTORY

a. Site Information

Emerald Green is a lake community in the Hamlet of Rock Hill located within the Town of Thompson (the Town) in Sullivan County, New York. In 2021, the Town consolidated the Rock Hill and Emerald Green Sewer Districts into one District known as the Rock Hill/Emerald Green Sewer District (the District.) The consolidation is effective January 1, 2022. A map of the District Boundary is provided in Attachment A. In general, the District is comprised of a network of gravity sewer mains, pump stations, and force mains, which ultimately collect and convey raw sewage to the Emerald Green WWTP for treatment. As most of the collection system and pump stations were constructed over 50 years ago, the Town has been working to upgrade existing facilities throughout the District.

The existing sewer collection system is within the Emerald Green area, a small residential area situated around Lake Louise Marie and Treasure Lake and a component of the Consolidated Rock Hill/ Emerald Green Sewer District. The proposed area televised and considered for replacement/rehabilitation is located in the southernmost area of Lake Louise Marie, consisting of tributary sewer mains to pump stations 3, 6, and 7. Televising of the specified sewer mains occurred during the summer of 2022. Collection lines are routed to pump stations, where water is then pumped to the Emerald Green Wastewater Treatment Plant.

Pursuant to a request by the Town of Thompson Town Board, our office has prepared this Map, Plan and Report for the proposed improvements to the Rock Hill/Emerald Green Sewer District.

b. Ownership and Service Area

The Town of Thompson owns and operates a majority of the components of the Town's sanitary sewer collection and treatment system. Ownership includes all sewer mains, sanitary sewer pumping stations, and manholes utilized for conveyance of sanitary sewer flows to the Emerald Green WWTP, located at 158 Lake Louise Marie Road. There are no major industrial discharges to the WWTP nor are any anticipated in the near future.

The United States Census Bureau listed the population for the Town of Thompson in April, 2010 as 15,308. The Bureau listed the population in April 2020 as 16,550. This represents an 8.1 percent increase in the Town's population over the previous decade. The most recent estimate for the Town of Thompson's population is 16,712 residents as of July 1, 2022.

c. Existing Facilities and Present Condition

The Town owns and operates the Emerald Green wastewater treatment plant (WWTP) which is located on a 14.92 -acre parcel on the southern side of NY Route 17 and just north of Lake Louise Marie, in the hamlet of Rock Hill. As of 2020, there were approximately 1,350 properties in the Emerald Green Sewer District for which the Town has approximately 885 service accounts. Approximately 97% (862) of the accounts are registered single-family homes. There are no known planned developments within the study area at this time.

The Emerald Green WWTP operates under SPDES permit NY0035645. The permit allows the plant to discharge up to 410,000 gallons per day (0.410 MGD).

d. Definition of the Problem

The Emerald Green sewer collection system is highly susceptible to inflow and infiltration due to the age of the infrastructure. The Town of Thompson has recorded significantly larger flows through pump stations #3 and #6 than the surrounding area represents. These pump stations are tributary to pump station #1, which has been experiencing mechanical failure due to the age of the equipment and hydraulic loading. This contributes to increased energy and maintenance costs, ultimately increasing taxes for the Town of Thompson's residents. Continued neglect of the system will result in increased infiltration rates from already damaged areas, in addition to potential physical damage from rising water tables and storm surges. Updating the wastewater conveyance system will ensure the Emerald Green Sewer District is prepared to accommodate the reasonable growth of the surrounding area and meet the allowed standard for incoming flow.

As such, the Town applied and was awarded an Engineering Planning Grant #111467 to analyze the pump hours at PS #3 and #6 and televise the tributary sections of the Emerald Green Sewer District to identify defects in the system.

MHE utilized the pump run times from January through October 2023 to compute daily flow values and compared it to rainfall to calculate the inflow and infiltration on the tributary lines of each of the pump station sites. The results of said analysis are shown in the tables below.

	Average Rain-Event Flow (Dry Flow + I&I) gpm	Average Post-Rain Event Flow (Dry Flow + Infiltration) gpm	Average Wet Weather Flow (WWF) gpm	Average Dry Weather Flow (ADW) gpm
PS 3	46.11	38.77	43.53	24.96
PS 6	51.47	49.10	50.09	17.62

	Inflow gpm	Total LF of Pipe	Total inch diam mile of pipe	Infiltration in GPD / idm	Population	Gallons per Capita per Day
PS 3	7.34	8374	12.69	1568.14	338	185.57
PS 6	2.36	4709	7.13	6354.52	224	3 2 2.7 1

Rain events are considered days in which the total rainfall was greater than 0.05 inch. Post Rainevents are the 2 days following the rain event. Average wet weather flow (WWF) is calculated by taking the average of rain-event and post rain-event days. Dry Weather Flow is calculated from the flows from July 16, 2023, through July 22, 2023, since it was a period of 7 days in which there were no rain events that was 3 days after a rain event.

Inflow is calculated as the rain-event flow less the post rain-event flow. Groundwater Infiltration (GWI) was calculated by subtracting the dry weather flow and inflow from the Rain-event flow. Base Sanitary Flow (BSF) is then calculated by subtracting the GWI and inflow values from the WWF.

As per the EPA's "Quick Guide for Estimating Infiltration and Inflow," any sewer subsystem with infiltration rates of 4000 GPM/idm or greater is considered excessive. Based on this guideline, MHE identified that PS #6 has excessive infiltration. Excessive inflow is defined as the maximum total flow rate during storm events which results in a total flow of more than 275 gallons per capita per day. PS #6 appears to have excessive inflow based on this criterion. Population values were estimated using 2022 Census Information, which lists the average household size in the Town of Thompson as 2.54 people.

Additionally, manholes were inspected by MHE personnel as part of the I&I study and the reports are included in Appendix I.

Town Code Section 194-18 states "No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected, directly or indirectly, to a public sanitary sewer." The recommendation for additional inspections has been discussed with the Town.

e. Financial Status

The cost impacted to a typical household has been estimated, assuming 100% of the estimated project costs will be financed by the Rock Hill Emerald Green Consolidated District. The following is an analysis of the additional annual user cost per user within the Rock Hill Emerald Green Consolidated District.

The proposed 2025 Annual Budget for the Rock Hill/Emerald Green Sewer District is \$1,017,370.00. Sewer fees are assessed to properties within the District on a point basis. A schedule of points is provided in the Town Code. Points are assigned based upon property classification.

The 2025 budget for the District will assess costs of \$18.10 per point for debt service and \$56.29 per point for Operations and Maintenance costs (O&M). A single-family home, Use Classification 210, is assigned 10 debt service points and 10 O&M points. A single-family home will pay the following costs for 2025:

Debt service = 10 points (\$18.10/pt) = \$181.00 O&M costs = 10 points (\$56.29/pt) = \$562.90 Total estimated cost = \$743.90

2.0 PROPOSED PROJECT

a. Description

The Engineering Report prepared utilizing the EPG evaluated three alternatives available to address the inflow and infiltration being experienced in this portion of the Emerald Green Sewer collection system. There is a third alternative, No Action, which is not being considered. Ignoring the problem will continue to allow inflow and infiltration into the system and will no doubt cause permit violations at the WWTP. The second two alternatives evaluated consisted of main replacement or main rehabilitation utilizing trenchless technology. The Report recommended the main rehabilitation, which is described below.

The recommended alternative contains the replacement and rehabilitation of the existing system to successfully correct the problem of inflow and infiltration throughout the Emerald Green Sewer District. Rehabilitation can be utilized for pipes with only minor deficiencies and/or holes. To rehabilitate these mains, the design will utilize the Cured-in Place Pipe relining method. Sewer mains showing major structural deformities cannot be rehabilitated and will be fully replaced using PVC pipe. Additionally, sewer mains with slopes less than required by Ten-States Standards must be replaced. The hybrid approach will contribute the highest value per cost for the Emerald Green Sewer District, extending the life of the system thirty to fifty years, as well as limiting the environmental and residential impact to the surrounding area. This alternative will ensure that the Town of Thompson saves money while caring for its constituents. The project will use a design-bid-build approach. The Town will keep the community up to date with construction activities and other information about the progression of the project. The Town will pursue funding via a grant and financing to help offset the cost of the project. Documents relating to the project, including the engineering report, are available to the public on the Town's website.

b. Cost Estimate

A Project Cost Estimates has been prepared and is provided in the Table below:

Sewer Main Partial Replacement and CIPP Rehabilitation:

	SINEERING		TOWN OF THOM IN PS 3 & 6 I&I RE EPG #11146 COST ESTIMA TATION AND REC	EMEDIATI 7 TE					est Revised: 27-Jun-23 Revised By: QMM
ПЕМ	DESCRIPTION		QUANTITY	UNIT	Ļ	INIT PRICE	EXT. PRICE		TOTALS
	WITH WIIA AWARDED								
1	Replacement of Existing 8" Sewer Mai	n	3,855	LF	\$	320.00	\$ 1,233,600		
2	Replacement of Existing Manholes		21	EΑ	\$	12,000.00	\$ 252,000		
3	Lateral Replacement		65	EA	\$	7,500.00	\$ 487,500		
4	Re-lining of Existing 8" Sewer Main (Ci	PP)	6423	LF	\$	70.00	\$ 449,610		
5	Re-lining of Existing Manholes		46	EΑ	\$	8,000.00	\$ 368,000		
6	General Conditions		1	LS	\$	200,000.00	\$ 200,000		
				Const	truct	ion Subtotal		\$	2,990,71
						encies (30%) truction Cost		\$ \$	897,21. 3,887,92
	Administration Including Legal, Engineering and Design Services (25%)						\$	971,98	
			Total Desig	gn and C	onst	ruction Cost	:	\$	4,859,90
							SAY	\$	4,900,00
	* <u>Note(s)</u> : 1) This is an "Estimate of .	Probable Construc	tion Cost," for e	estimatin	g pu	ırposes only.			

3.0 BENEFIT AREA

The proposed project will benefit the entire existing Emerald Green Sewer District. The District is not being expanded. A map showing the current District boundary is provided as Attachment A.

4.0 FINANCIAL ANALYSIS

The total cost of the recommended alternative, including issuance cost, is \$4,900,000. The District assess a total of \$14,933.55 per point for debt service. The increased annual cost associated with the project is therefore:

Project Cost = \$4,900,000 Finance 30 Years @ 2% Annual Payment = \$217,332.00 Cost Per Point = \$217,332.00/14,933.55 = \$14.55/PointEstimated Cost After Project for a Four-Bedroom Dwelling = \$732.40 + (10)(\$14.55) = \$877.90

The existing debts in the Rock Hill Emerald Green Consolidated District are as follows:

- 2015 Refunding Bond has \$1,019,984 outstanding the last payment will be in 2030
- 2021 Bond has \$556,300 outstanding the last payment will be in 2051
- 2022 EFC Bond has \$1,377,570 outstanding the last payment will be in 2051

The Town currently has two other projects within the Emerald Green / Rock Hill Sewer District in progress; Emerald Green WWTP Expansion for a total cost of \$13,878,000 and Emerald Green PS #1, 2, &3 Improvements for a total cost of \$2,879,000.

The Emerald Green PS #1, 2 &3 Improvements Project consists of the installation of additional force main so that PS #2 & 3 are no longer tributary to PS #1. The project consists of upgrades to PS #3 and as a result of the re-routing of the flows from PS #2 &3, PS#1 could be downsized substantially. The proposed I&I mitigation work as part of this project is upstream of PS#6, which is tributary to PS#3. Mitigation of excessive inflow and infiltration within the collection system would reduce the energy consumption at the pump stations. The pumps within the upgraded pump stations will be on VFDs so that they can be flow paced.

Respectfully submitted,

MHE Engineering, D.P.C.

DRAFTMatthew Sickler, P.E.
Associate

F:\2022\22-715 Emerald Green PS #6 EPG\Engineering\Map Plan and Report\EG PS 6 MPR 6-27-25.docx

ATTACHMENT A CURRENT DISTRICT BOUNDARY

ATTACHMENT B SCHEDULE OF POINTS BY PROPERTY CLASSIFICATION

ATTACHMENT C PROPOSED LIMITS AND SCOPE OF WORK

ATTACHMENT A CURRENT DISTRICT BOUNDARY

ATTACHMENT B SCHEDULE OF POINTS BY PROPERTY CLASSIFICATION

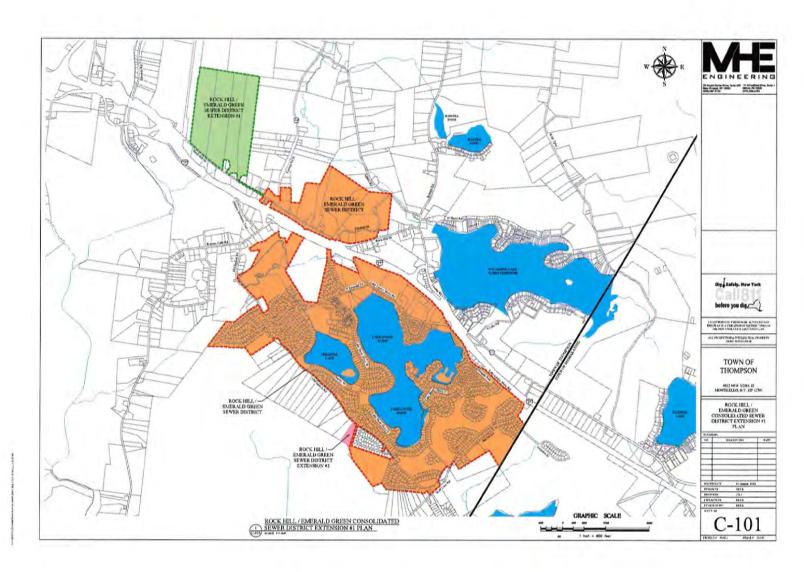
ATTACHMENT C PROPOSED LIMITS AND SCOPE OF WORK

ATTACHMENT A CURRENT DISTRICT BOUNDARY

ATTACHMENT B SCHEDULE OF POINTS BY PROPERTY CLASSIFICATION

ATTACHMENT C PROPOSED LIMITS AND SCOPE OF WORK

ATTACHMENT A CURRENT DISTRICT BOUNDARY



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ATTACHMENT B SCHEDULE OF POINTS BY PROPERTY CLASSIFICATION

2020 Schedule of Points

This schedule refers to domestic, or sanitary, sewage.

Multiuse properties will be assigned points summed for each use.

Property Class	Property Use	* = per unit	Rent Points	Debt Points
210	Single-family dwellings	1 to 4 bedrooms	10	10
		5 or more bedrooms	20	20
215, 220	Home with apartment, two-family dwellings		20	20
230	Three-family dwelling		30	30
260	Seasonal homes		10	10
280	Residential multistruc- ture, multipurpose*	,	20	20
411	Apartment*	One-bedroom	7	7
		Two-bedroom	8	8
		Three-bedroom	10	10
Condominiums	Residences with HOA offer the related common facility	ering plans will be assigne ties	d a share of the ր	points for
270, 416	Mobile home, manufac- tured home parks*		5	5
260	Seasonal residences		10	10
414, 415, 418	Hotels, motels, inns			
	Office, first unit, small kitchen		20	20
	Each sleeping unit*		5	5
	Each efficiency unit*		6	5
417	Camps, cottages, bungalows; unheated; per unit*		5	10
		Add for day camps and/or school facilities	15	15
421, 424	Restaurants, night clubs		80	80
422, 423, 425, 426	Diners fast food and bars		40	40
431, 432, 433	Autodealers, service stations, body shops		20	30
434, 435, 436	Car wash		70	70
437, 438	Parking lots		0	10
440, 441, 442, 446, 449	Storage, warehouse, distribution facility, plus 4 point/1,000 square feet		20	20
447	Truck terminal		100	100
451, 452, 453, 454	Large retail, plus 6 points/1,000 square feet limited facilities 4 points/1,000 square feet		50	50

2020 Schedule of Points

This schedule refers to domestic, or sanitary, sewage.

Multiuse properties will be assigned points summed for each use.

				Debt
Property Class	Property Use	* = per unit	Rent Points	Points
455, 471, 472	Sales (non-auto), funeral home, kennel		30	30
460, 461, 462, 463	Banks		60	60
464, 465	Office and professional building		100	100
480, 482, 483	Multiuse commercial, row type, converted residence		15	15
484, 485, 486	Small commercial, mini- marts		30	30
512, 534, 541, 542	Movie theatre, social halls, bowling alleys, ice rinks		90	90
543, 544, 545, 546, 553, 554	Recreational and sport facilities		120	120
550, 552, 682	Recreational acreage without facilities, per acre (ex: golf courses, parks, etc.)		0	5
554	Outdoor pools, no facilities		20	20
612, 613, 614, 615	Schools, colleges, special institutions (day use) plus 5 point/1,000 square feet		20	20
611, 620, 632, 681	Library, cultural, reli- gious, benevolent	i .	20	20
641	Hospitals plus 20 points/1,000 square feet		50	50
614, 633	(Residential) nursing home, group home, spe- cial institutions, assisted living, plus 25 points/1,000 square feet		50	50
642	Small health care office, plus 8 points/1,000 square feet		20	20
652	Government office		100	100
710, 712, 714	Manufacturing and processing		50	50
720, 721	Mining		10	10
822, 823 853	Water supply, water treatm treatment	ent, wastewater	According to volusewage sent to 1	

2020 Schedule of Points

This schedule refers to domestic, or sanitary, sewage.

Multiuse properties will be assigned points summed for each use.

Property Class	Property Use	* = per unit	Rent Points	Debt Points	
300	Vacant, subdivided lots	Each buildable residen- tial lot	0	3	
		Each commercial lot	0	4	
		Each waterfront lot	0	4	
		Acreage per acre	0	5	
	Special classification: Parthe district which can not time, the property line bei from the sewer line or oth connection Infeasible.	0	0.01		
	Outside users shall be assigned points on the same basis and using the same formula used for all parcels within the district, with an additional 10% administration fee.				
	If a user is a municipal go such municipal governme on the charge to be impos system, which such contra cessor to such municipal	ent may by contract agree sed for use of the sewer act may include the suc-			
	The Town Board will make of classifications of proper	·			

B. Sewer District rents. The current sewer rents established by the Town Board are on file in the Office of the Town Clerk.

ATTACHMENT C PROPOSED LIMITS AND SCOPE OF WORK

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1,	No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.					
2.a.	Order No. in the proc	rs, Vendor conducts business operations in Russia within the meaning of Executive of rder No. 16 but has taken steps to wind down business operations in Russia or is the process of winding down business operations in Russia. (Please provide a stalled description of the wind down process and a schedule for completion.)				
2.b.	Order No. services widirectives.	or conducts business operations in Russia within the meaning of Executive 16 but only to the extent necessary to provide vital health and safety thin Russia or to comply with federal law, regulations, executive orders, or (Please provide a detailed description of the services being provided or at laws, regulations, etc.)				
3.	Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.					
The undersign	ned certifies s and that ti	under penalties of perjury that they are knowledgeable about the Vendor's business ne answer provided herein is true to the best of their knowledge and belief.				
Vonde	or Name: 😙					
	legal entity)	own of Thompson				
	By: (signature) —	Mky				
Name:		villiam J. Rieber or.				
		own Supervisor				
	nue.	I'				

Date: 7-10.25

Attachment S

Sexual Harassment Prevention Certification Form

By submission of this application, each applicant and each person signing on behalf of any applicant certifies, and in the case of a partnering application each party thereto certifies as to its own organization, under penalty of perjury, that the applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Company Name: 10wil of Hompson
Signature:
Print Name and Title: William J. Rieber Jr., Town Supervisor
Date: 7 - 10, 2025
If the above certification cannot be made, the applicant must submit a signed statement below detailing the reasons why the certification cannot be made.
Company Name:
Signature:
Print Name and Title:
Date:



Town of Thompson 4052 ROUTE 42 THOMPSON,, NY 12701-3221 Invoice number

23184

Date

06/27/2025

Project 22-723 Melody Lake WD Water System Improvements

For Professional Services Through May, 31, 2025

Description		Contract Amount	Prior Billed	Current Billed
Preliminary Design		35,000.00	35,000.00	0.00
Final Design		30,000.00	30,000.00	0.00
Bidding Services		5,000.00	5,000.00	0.00
Construction Services		50,000.00	5,500.00	4,000.00
	Total	120,000.00	75,500.00	4,000.00

Invoice total

4,000.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23184	06/27/2025	4,000.00	4,000.00				
	Total	4,000.00	4,000.00	0.00	0.00	0.00	0.00

Payment is expected within 30 days of the date of the invoice.

Past due accounts will be subject to a 1.50% finance charge per month.

Please remit payment to: MHE Engineering, DPC 33 Airport Center Drive Suite 202 New Windsor, NY 12553.

Owner:	Town	of Thompson		Owner	's Project No	o.;	
Engineer:	MHEE	ngineering, D.	P.C.	Engine	er's Project	No.:	22-723
Contractor:	TAME	nterprises Inc		Contra	ctor's Projec	t No.:	2501
Project:	Melod	y Lake Water :	System Improveme	nts	4 - 1 - 1 - 1 - 1 - 1 - 1		
Contract:	Electric	al Construction	on				
Application i	No.:	2	Applica	ation Date:	6/30/202	25	
Application	Period:	From	6/1/2025	to	6/30/202	25	
1. Ori	ginal Cor	ntract Price				\$	259,841.0
2. Net	change	by Change Or	ders			\$	-
3. Cur	rent Cor	ntract Price (Li	ne 1 + Line 2)			\$	259,841.0
4. Tot	al Work	completed an	d materials stored t	to date			
(Su	m of Cal	umn G Lump S	Sum Total and Colu	mn J Unit Price	e Total)	\$	14,982.0
5. Ret	ainage						
a	5%	NAME OF TAXABLE PARTY.	14,982.00 Work C		\$	749.1	.0
b.	-	_ X _\$		Materials =	\$		
			5.a + Line 5.b)			\$	749.1
			line 4 - Line 5.c)	W. Sarday		\$	14,232.9
	DIAMON	is payments (I	ine 6 from prior ap	plication)		\$	8,580.4
		State of the same	LAN CONTRACTOR OF THE PARTY OF			14	P CFO F
8 Ame 9. Bala Contractor's The undersigne (1) All previous applied on acce prior Application	ount due ance to fi Certifica ed Contra s progress ount to di ons for Pa	ction actor certifies, to a payments receischarge Contra ayment;	g retainage (Line 3 - o the best of its know eived from Owner on a ector's legitimate oblig	ledge, the follo account of Wor gations incurred	wing: k done under I in connection	with the \	245,608.10 ct have been Nork covered by
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Owner:	Town of Thompson						COUL	Contractor's Application for Payment	ion for Paymer
Engineer:	MHE Engineering, D.P.C.						Owner's Project No.:		
Contractor:	TAM Enterprises Inc						Engineer's Project No.:	. 6	33.733
Project: Contract:	Melody Lake Water System Improvements Electrical Construction	ts					Contractor's Project No.:	No.:	2501
Application No.:	2	Application Period		on the board					
A	m			06/01/25	to	06/30/25		Application Date:	06/30/25
			2	D	E	4	9	0	
				Work Completed	mpleted		Work Completed		
Item No.	Description		Schoolulad Value (c)	(D + E) From Previous Application	This Period	Materials Currently Stored (not in D or E)	and Materials Stored to Date (D+E+F)	% of Scheduled Value (G / C)	Balance to Finish (C
			(c) ages ages	(c)	(5)	(\$)	(\$)	(%)	[6]
1	Bonds and Insurances			Original Contract					[A]
2	Submittals		9,032.00	9,032.00			9,032.00	100%	
3	Mobilization		8,500.00		5,950.00		5,950.00	20%	3 550 000
-4	Demolishion		3,000.00					ORC	0,000,0
5	Temporary Power		13,680.00					OR	3,000.00
9	Wells 1 & 3 Conduit and connections		14,820.00					200	13,080,00
7	New Service Connection		19,750.00					700	14,820.00
00	Exterior lot light		22,252.00					200	19,750.00
6	Lightning protection and Grounding		14,890.00					0%	22,252.00
10	Information		12,530.00				-	ON.	14,890,00
11	Marie Committee		28,350.00				,	960	12,530,00
11	Iviain Control Panel		93,560.00					800	28,350.00
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Engineer:	MHE Engineering, D.P.C.						Owner's Project No.:		
Contractor:	TAM Enterprises inc					,	Engineer's Project No.:	::0	22-723
Contract:	Melody Lake Water System Improvements Electrical Construction						Contractor's Project No.:	No.:	2501
Application No.:		Application Period:	From	art 140 30					
A	000			00/01/25	to	06/30/25		Application Date:	06/30/25
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THIS ORDER NUMBER MUST BE PLACED ON EVERY INVOICE and PACKAGE

be ac Certif	NOTICE rnment Purchase Orders may cepted in fleu of Exemption cates, with the Vendor ratain- copy to substantiate the Ex- Sale.	TOWN OF T 4052 Ro Monticello, N' Tel. (645)	oute 42 Y 12701-3321	SON APPROP. EXP.		VOIGE MIG P	AUNAGE
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Da	te	, 20		Signed			

ORDER NOT VALID UNLESS COUNTERSIGNED BY TOWN SUPERVISOR

RURAL DEVELOPMENT (RD) PROJECT BUDGET/COST CERTIFICATION

Project Name:	Melody Lake Water District	Date: 07/10/25	Report No.: Actual: Estimate:	2 y
unding Source(s)	Amount	Other Funding Source(s)	Amount	
RD Loan	\$312,000.00	Other Source: Town district	\$23,000.00	
RD Loan		Other Source: ARPA funds	\$107,708.42	
RD Grant	\$915,000.00	Other Source:		
RD Grant		SUBTOTAL:	\$130,708.42	
SUB TOTAL:	\$1,227,000.00	TOTAL:	\$1,357,708.42	

ITEM	APPROVED BUDGET	MODIFIED BUDGET	PREVIOUS EXPENDITURES	EXPENDITURES THIS PERIOD	EXPENDITURES TO DATE	BALANCE REMAINING
			DATE DIVIDITORES	THISTERIOD	TODATE	KEMAINING
A. ADMINISTRATIVE						
1. Legal	\$10,000.00	\$0.00			\$0.00	\$0.00
2. Bonding	\$10,000.00	\$15,812.00			\$0.00	\$15,812.00
3. Net Interest	\$14,062.50	\$0.00			\$0.00	\$0.00
4. Fiscal Coordination		\$6,500.00			\$0.00	\$6,500.00
5. Bookkeeping & Reporting					\$0.00	\$0,000.00
6. Lands & Rights of Way					\$0.00	\$0.00
7. Single Audits		\$4,000.00			\$0.00	\$4,000.00
8. Miscellaneous		- 1,1333,103			\$0.00	\$0.00
Total A. Administrative	\$34,062.50	\$26,312.00	\$0.00	\$0.00	\$0.00	\$26,312.00
B. TECHNICAL SVCS.						
1. Engineering						
a. Preliminary Engineering Services			A STATE OF THE PARTY OF THE PAR		\$0.00	\$0.00
b. Design Phase	\$62,968.75	\$70,000.00	\$70,000.00		\$70,000.00	\$0.00
c. Contract Administration	\$25,000.00	\$50,000.00	\$5,855.56		\$5,855.56	\$44,144,44
d. Resident Inspection	\$67,968.75	\$50,000.00	\$3,452.48	\$4,000.00	\$7,452.48	\$42,547.52
e. Additional Engineering Services	\$18,962.00	\$0.00			\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Total B. Technical Svcs.	\$174,899.50	\$170,000.00	\$79,308.04	\$4,000.00	\$83,308.04	\$86,691.96
C. CONSTRUCTION	1					
1. Construction Contracts						
	#700 OCD 00	#### 000 00	*******			
a. Contract 1 (Well House GC) b. Contract 2 (New Well)	\$798,250.00	\$755,000.00	\$60,800.00	\$0.00	\$60,800.00	\$694,200.00
c. Contract 2 (New Well)	\$107,000.00	\$145,220.00	\$13,846.00	\$0.00	\$13,846.00	\$131,374.00
d. Contract 4		\$259,841.00	\$8,580.40	\$5,652.50	\$14,232.90	\$245,608.10
e. Contract 5					\$0.00	\$0.00
2. Direct Expenditures					\$0.00	\$0.00
a.					\$0.00	\$0.00
b.					\$0.00	\$0.00
c.					\$0.00	\$0.00
Total C. Construction	420277777		A DOMESTIC OF THE	A	\$0.00	\$0.00
Total C. Construction	\$905,250.00	\$1,160,061.00	\$83,226.40	\$5,652.50	\$88,878.90	\$1,071,182.10
D. CONTINGENCY						
1. Contingency	\$243,496.42	\$1,335,42				
Total D. Contingency	\$243,496.42	\$1,335.42				\$1,335.42
	72.0,700.72	Ţ.1,000.4Z				\$1,335.42
TOTAL PROJECT COST	\$1,357,708.42	\$1,357,708.42	\$162,534.44	\$9,652.50	\$172,186.94	\$1,185,521.48

I certify to the best of my knowledge and belief that the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due, which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

			Matthew	12
Applicant	Title		Engineer/ Architect	
Reviewed By		Date Reviewed	7/10/2025	



PREVENTIVE MAINTENANCE AGREEMENT

Customer Name: Town of Thompson

Site Name: Town Court

Address: 4052 New York 42

Monticello, NY 12701

Scope of Service

Based on the following terms and conditions, we will furnish and perform preventive maintenance services on the HVAC equipment listed on the attached Equipment Schedule located at the site address noted above. This service shall be performed by qualified service technicians and is to keep the system at maximum efficiency and at the lowest possible operating cost. The scope of this service and the terms of the agreement are as follows:

- A) Perform the Inspection Service during normal working hours unless otherwise specified, on the Equipment listed in accordance with the Preventive Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability and efficiency.
- Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

Emergency Service Response

Authorized emergency service calls (24 hours per day, 7 days per week) other than regular scheduled inspection services specified herein shall be billed separately on a Time and Material (T & M) basis.

Duration

This agreement shall remain in effect for a term of **three** year(s) from the contract approval date and shall continue in full force until terminated by thirty (30) days' notice to that effect, in writing, by either party hereto.



PREVENTIVE MAINTENANCE AGREEMENT

Site Name:	Town Court	
Cost Agreement		
NUMBER OF INSPECTIONS	: Quarterly (4)	
INCLUDES:	Merv 8 Filter Changes, A Coil Cleaning	nnual Belt Change, Annual Condenser
EFFECTIVE DATE:	Upon Signature	
COST PER INSPECTION:	\$798.00 (Plus NYS Sales	Tax)
damages or liability resulti	ng from claims, suits or caus r or his employees and agre	n against and hold it harmless from loss, ses of action from operation under this e to pay all expenses including reasonable any such claims, suits or causes of action
SIGNED AND ACCEPTED _		
AUTHORIZED SIGNATURE_		PO#
CONTRACTOR: THE	WALTERS CO. A/C, INC.	
1100112001	tra Lane any, NY 12205	
	3) 452-4292	
PER:Eric DeMichele – S	ales Manager	

DATE: June 19, 2025



EQUIPMENT LIST

Quantity	Description	Make	Model	Serial Number	Location
2	RTUs	Carrier	50TCQD17A2ASAOFOAO		Y
2	Ductless Splits		N/A		
		1			
	1				
		-			



PACKAGE UNIT INSPECTION CHECKLIST



Cooling Season Inspection - 2 Times

- Check all operating and safety controls
- Check all electrical connections; tighten as needed
- Check refrigerant charge/oil level in compressor if sight glass is installed
- Check belts and adjust if necessary; replaced annually
- Check for proper refrigeration pressures
- Inspect fans for proper rotation and blade condition. Clean as needed
- Brush off condenser coils, as needed
- Grease motors, fans and bearings as necessary
- Check for refrigerant leaks
- Clean condensate drain and pans if applicable
- Check amp draw of compressors
- Adjust dampers and lubricate as needed
- Change air filters
- Inspect for worn, failed or doubtful parts
- Inspect motor mounts, pipe clamps, fittings & dampers for proper connection
- Check overall system performance

Heating Season Inspection - 2 Times

- Check burners for proper firing and flame level
- · Check all operating and safety controls
- Check all electrical connections; tighten as needed
- Check belts and adjust as necessary
- Inspect fans for proper rotation and blade condition. Clean as needed
- Check fan housing for any obstructions. Clean debris as needed
- Grease motors, fans and bearings as necessary
- Adjust dampers and lubricate as needed
- Change air filters
- Inspect for worn, failed or doubtful parts
- Inspect motor mounts, pipe clamps, fittings & dampers for proper connection
- Check overall system performance



SPLIT SYSTEM CHECKLIST



Inspections - 4 Times

- · Clean the outdoor condenser coils
- · Check the refrigerant level.
- Inspect the drain pans and condensate drains.
- Check outdoor fan motor and blades and indoor blower assembly.
- Check compressor and refrigerant tubing.
- Lubricate moving parts (as applicable).
- Inspect all electrical controls, wiring and connections.
- Inspect and clean or replace air filters.
- Run a general system test.
- · Check ductwork for leaks and other problems.



FILTERS

Filter Ratings Explained

MERV . MPR . FPR



BELTS



Belt wear can cause up to 10% efficiency loss – that's why we replace all belts on an annual basis.



COUNTY OF SULLIVAN YOUTH BUREAU



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

TEL. (845) 794-3000 EXT 0394

July 2, 2025

Mr. William Rieber, Town Supervisor Town of Thompson 4052 NYS Route 42 Monticello, NY 12701

Re: County of Sullivan contract approved and confirmed

Dear Mr. Rieber,

Attached is the contract for your program with the County for the Year. Once the contract is fully executed (all signatures are received), you will be authorized to submit 2025 claims for reimbursement of approved program expenses during the program period detailed in the contract. The Youth Bureau funding amount available for your program for the period of July 1, 2025-December 31, 2025 is \$7,000.00.

Please keep this contact and confirmation letter for your records and for any inspection by the County, and please supply a copy to your fiscal or business officer.

Acknowledgment of funding and parental waivers for photography

- When you outreach using flyers, broadcasts, registration forms, or other means, you must include
 acknowledgement of funding through the Sullivan County Youth Bureau as follows: "This program is funded
 in part by a grant from the County of Sullivan, through the Sullivan County Youth Bureau".
- Please include in your signed parental waivers, a request for parents to indicate approval for their children to be included in photographs of the program. These photos will be used for outreach, websites, or positive media coverage of your activities.
- Please Note: It is important to pay attention to the timelines outlined in your agreement for the submission of claims and reports.

Please sign and return this entire original agreement package by July 15, 2025.

I sincerely appreciate the services you provide the youth of Sullivan County. If you have any questions, please feel free to contact me at (845) 807-0394 or email me at catherine.paci@sullivanny.gov.

SULLIVAN COUNTY IS AN AFFIRMATIVE-ACTION EQUAL-OPPORTUNITY EMPLOYER

Thank you,

Cathie Paci, Manager Youth Services



AGREEMENT BETWEEN

SULLIVAN COUNTY YOUTH BUREAU

TOWN OF THOMPSON

This AGREEMENT is made on the 1st day of July 2025, consists of the following terms and conditions:

- 1. PARTIES: This Agreement is by and between COUNTY OF SULLIVAN, a municipal corporation of the State of New York with its office at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701, hereinafter, designated as "County" and Town of Thompson with an address of 4052 NYS Route 42 Monticello, NY 12701, herein after designated as "Contractor".
- 2. PAYMENTS: The County shall pay the Contractor in accordance with the attached Schedule of Services and Payments. Unless specifically agreed otherwise, payment shall be made after (i) submission to the Sullivan County Youth Bureau by the Contractor of a voucher prepared on a duly certified County form itemizing the services and the charges therefore, and (ii) approval of the voucher by the Manager of the Youth Bureau and audit by the County. Interest on monies advanced to the Contractor by the County and invested by the Contractor prior to payment for an authorized expense shall belong to the County and may be deducted from any payment coming due to the Contractor or shall be reimbursed to the County by the Contractor on demand.
- 3. REPRESENTATIONS OF CONTRACTOR: The Contractor shall perform the services in accordance with the attached Schedule of Services submitted on July 1, 2025. Contractor represents and warrants to the County that a) the Contractor is licensed to the extent required by law and has the knowledge and experience necessary to perform pursuant to this Agreement; b) the Contractor has not been convicted of a crime under the laws of the United States or of any state; c) the Contractor has not been disqualified from performing any contract funded by the United States or the State of New York and there is no proceeding pending or threatened against the Contractor by either government; d) no officer or employee of the County has an interest in this Agreement which would disqualify the Contractor from performing hereunder and receiving payment therefore;) the Contractor's facilities, if used in the performance of its obligations, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

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

5. AUDIT: The County, State of New York, and United States of America shall have the right at any time during the term of this Agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in advance and in writing by the County. Contractor's revenues and expenditures shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents supporting or otherwise relating to the request for the payment of money to, or reimbursement for expenditures by, the Contractor. The Contractor shall maintain all records required by this paragraph for 7 years after the date this Agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$750,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

In addition to the foregoing, if this Agreement is financed by Medicare reimbursements, then until the expiration of four years after the furnishing of the services provided under this Agreement, the Contractor shall make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this Agreement, all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the Contractor performs its duties of the Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

6. INSURANCE: The Contractor shall, at its own expense, maintain in full force and effect during the term of this Agreement policies providing all applicable insurance coverages, at minimum, in the limits listed:

Type of Coverage	Limits of Coverage
Workers' Compensation and Disability Benefits	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability (owned and non-owned) Bodily Injury Property Damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Commercial General Liability, including broad form contractual liability, products/com- pleted operations, bodily injury, and property damage	\$2,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (if commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of the Contractor and not those of the County. The Contractor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph 6. The provision of insurance by the Contractor shall not in any way limit the Contractor's liability under this agreement. The Contractor shall attach to this agreement certificates of insurance evidencing the Contractor's compliance with these requirements. HOWEVER, the provision of a certificate of insurance is not sufficient. Contractor must provide an endorsement to the policy showing that the County is actually insured together with a copy of the policy declarations page.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days'

prior written notice to the County, directed to the County's Director of Risk Management and Insurance, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Contractor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede the Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- B. The Contractor will maintain similar insurance for at least 3 years following final acceptance of the services;
- C. If the insurance is terminated for any reason, the Contractor agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and
- D. Immediate notice shall be given to the County through the County's Director of Risk Management and Insurance of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement.
- E. Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor shall be in breach of this Agreement.
- 7. INDEMNIFICATION: Contractor agrees to defend, indemnify and hold harmless the County of Sullivan against claims to the extent caused by the negligent acts or omissions of the Contractor, his/her employees, subcontractors, assignees, or agents, including all expenses incurred by it in the defense, settlement or satisfaction thereof. Expenses incurred shall include, but not be limited to all attorney fees incurred by the County of Sullivan from the date of tender of the defense to Contractor until the tender is accepted by Contractor; or until a motion directs Contractor to indemnify the County of Sullivan; or until a judgment is entered directing Contractor to indemnify the County of Sullivan.
- **8. MONITORING OF PERFORMANCE**: The County shall have the right during the term of this Agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The Contractor hereby consents to the examination of its

records and agrees to provide to the County, or permit the County to obtain, copies of any documents relating to its performance hereunder. The Contractor shall maintain all records required by this paragraph for seven years after the date this Agreement is terminated or ends.

9. ASSIGNMENT AND SUBCONTRACTING: The Contractor acknowledges that the County has entered into this Agreement based on facts and representations made by Contractor and based upon Contractor's ability to perform the work as promised. Therefore, Contractor may not subcontract any work without prior written approval of the County. In addition, Contractor shall not assign any of its rights, interests, or obligations under this Agreement without the prior express written consent of the County.

an independent contractor and that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, and they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit. The Contractor shall not act as agent, or be an agent, of the County. As an independent contractor, the Contractor shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the Contractor's personnel engaged in the performance of the services. However, if any personnel of the Contractor act in a manner that is detrimental to the County, the County may require the Contractor to remove or replace such personnel with respect to the performance of services required.

11. **DEFAULT:** The Contractor shall be in default upon (i) its failure to comply with any term or condition of this agreement; (ii) the filing by or against the Contractor of a petition in bankruptcy or under any law relating to insolvency; (iii) its failure to comply with any statute or regulation applicable to the performance of this agreement; (iv) the determination that any representation or certification made under this agreement is untrue; (v) failure to maintain adequate insurance; (vi) failure to maintain adequate books and records.

If the Contractor defaults, the County may at its option (i) terminate this agreement; (ii) recover counsel fees and all costs incurred to enforce this agreement; (iii) obtain replacement goods or services and hold the Contractor responsible for the replacement costs or expenses; (iv) pursue such other remedies as may be available under law or this Agreement. These remedies are cumulative.

12. TERMINATION: The County may, by written notice to the Contractor effective upon mailing, terminate this Agreement at any time upon the Contractor's default. Either party may terminate this Agreement without cause by giving 30 days' written notice to the other party.

Upon termination of this Agreement, the Contractor shall comply with all County close-out procedures, including, but not limited to (1) accounting for, and refunding to, the County within 30 days, any unexpended funds which have been paid to the Contractor, (2) not incur further obligations after the termination date; (3) submit to the County, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to Contractor's performance of this Agreement; and (4) furnishing within 30 days an inventory to the County of all equipment, appurtenances and property purchased by or provided to the Contractor, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement for cause, the County may procure, upon such terms and in such manner as it deems appropriate, services similar to those required hereunder, and any services procured by the County to complete the requirements of this Agreement shall be charged to the Contractor and/or set off against any sums due the Contractor, at the County's sole discretion.

Notwithstanding any other provision hereunder, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of the Agreement or failure to perform in accordance with applicable professional standards, and the County may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or herein.

13. MODIFICATION: This Agreement may be modified only by a writing signed by both parties.

14. NOTICES: All notices required by this Agreement shall be sent to the addresses set forth above. Notices to the County shall be addressed to the Youth Bureau Manager, with a copy to the Sullivan County Attorney, 100 North Street, PO Box 5012, Monticello, New York 12701. Notices shall be personally delivered or mailed by certified mail, return receipt requested. Notices also may be given by facsimile transmission, provided that the notice is also mailed within 24 hours thereafter. Notice shall be deemed to be received at the time of receipt of the facsimile transmission. Each party is responsible to give the other notice of a change of address.

15. NON-DISCRIMINATION: The Contractor acknowledges receipt of a copy of the County Equal

Employment Opportunity Statement. The Contractor assures the County of Sullivan that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the County. The Contractor certifies to the County that there is no pending or outstanding decision, ruling or order against the Contractor finding the Contractor in violation of laws against discrimination nor is any such action pending or threatened.

The provisions of this paragraph shall apply to all of the Contractor's subcontractors, and the Contractor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the agreement to subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The County of Sullivan will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law.

The activities encompassed by the Affirmative Action Plan include advertising. recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of Sullivan County facilities on a nondiscriminatory basis.

Sullivan County will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed department heads, in all activities, undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

Contractor and subcontractor shall abide by all Federal, State and local laws pertaining to Equal Opportunities, including but not limited to 41 CFR 60-741.5 prohibiting discrimination against qualified individuals on the basis of disability and 41 CFR 60-300.5 prohibiting discrimination against qualified protected veterans.

- 16. ENTIRE AGREEMENT: This Agreement and any exhibits or attachments hereto represent the full and complete understanding between the parties. Any representations made outside this Agreement shall have no force or effect. In the event one provision of the Agreement shall be determined to be null and void, any such determination shall not impact the validity of the remainder of the Agreement. This Agreement is binding on the heirs, successors, and assigns of the parties.
- 17. RECONCILIATION OF CONTRACT TERMS: In the event there is a conflict between any clause or term set forth in any of the materials incorporated into this Agreement, such as plans, specifications or proposal details, then it is specifically agreed that the term or clause which puts the greater responsibility upon the Contractor shall supersede, govern and control.
- 18. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. All disputes relating to this Agreement shall be heard in a court of competent jurisdiction having venue in Sullivan County.
- 19. CORPORATE COMPLIANCE: Contractor warrants that all services provided pursuant to this agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. Contractor further warrants that it shall comply with all applicable laws and regulations in the performance of its duties and obligations hereunder. Contractor acknowledges receipt of the County Corporate Compliance Code of Conduct, Whistleblower's Policy and False Claims Act incorporated herein (ctrl + click to open the link).
 - a. Code of Conduct: \(\https://www.sullivanny.gov/sites/default/files/departments/Compliance/SullivanNYCodeofConduct.pdf\)
 - b. Whistleblower's Policy:
 https://www.sullivanny.gov/sites/default/files/departments/Compliance/SullivanNYWhistleblowerPolicy.pdf

- c. False Claims Act: https://www.sullivanny.gov/sites/default/files/departments/Compliance/SullivanNYCorporateCompliance eFalseClaimsAct.pdf
- d. Sullivan County Corporate Compliance Training: https://www.youtube.com/watch?v=HULaU6l6qhM

Contractor agrees to abide by the terms of the Corporate Compliance Plan and False Claims Act when delivering services under this Contract and shall ensure that each individual that provides such services under this Agreement is provided with a copy of, or given access to, the Corporate Compliance Plan and False Claims Act Policy.

Contractor assures the County that it has read the Code of Conduct, Whistleblower's Policy and False Claims Act and shall comply with all of the requirements contained therein. In addition, Contractor shall obtain and maintain in full force and effect during the term of this Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation, if any.

To report a suspected issue of waste, fraud, or abuse:

All actual and suspected reports of noncompliance shall go through the following reporting mechanisms.

To report a suspected issue of waste, fraud, or abuse:

- •Call the toll-free, Confidential Compliance Hotline at 1-833-955-1559 (Available 24/7/365).
- •Submit a written report to either of the following officials:

Christine Panos, Compliance Officer 100 North Street Monticello, NY 12701 (845) 807-0450 christine.panos@sullivanny.gov

Julie Diescher, Commissioner of Human Resources 100 North Street Monticello, NY 12701 (845) 807-0485 Julie.Diescher@sullivanny.gov

Individuals who submit a compliance report will be contacted within two business days. The County will thoroughly and thoughtfully investigate in a timely and appropriate manner compliance issues. Prompt response and corrective action for the detected problem as appropriate are expected.

The County will not employ methods to identify anonymous reporters and will protect the identity of the reporter to the extent allowed by law.

Written reports should include information to enable the appropriate County official to contact the source of the report for additional information and provide a brief statement outlining their concerns, which may be of assistance in investigating any incident reported.

20. EXCLUSION SCREENING: Sullivan County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement and /or regulatory or licensing contractors.

Sullivan County will also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

Contractors will conduct appropriate screening of their employees to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement and/or regulatory or licensing contractors. If, during the term of this contract, the contractor or its employees are excluded from participation in a federal healthcare program or the New York Medicaid program, or is excluded from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis, under the authorities stated above, the Contractor shall immediately notify the County and this contract shall be immediately terminated.

If this contract is funded through the New York State Medicaid program, the following applies:

The Contractor represents that:

(1) The United States Secretary of Health and Human Services has not excluded the contractor from participation in a federal healthcare program (including the Medicaid program) under 42 U.S.C. §§1320c-5;

- (2) The Secretary of Health and Human Services has not directed the New York State Department of Health or any other New York State government agency to exclude the contractor or its employees from participation in a federal healthcare program (including the Medicaid program) under 42 U.S.C. §§1320a-7(d) or 1320a-7a(a);
- (3) The New York State Medicaid Inspector General has not excluded the contractor from participation in the New York Medicaid program under 18 NYCRR Part 515; and
- (4) No federal or State agency has otherwise excluded the contractor or its employees from participation in the New York Medicaid program or excluded the contractor or its employees from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis.
- 21. AUTHORIZATION: This Agreement is authorized by Resolution No. 268-25, adopted by the Sullivan County Legislature on June 19, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date noted above.

COUNTY OF SULLIVAN		CONTRACTOR		
	_/	****		//
By: Joshua Potosek, County Manager	Date		(signature)	Date
		By:		
			Print Name	
			William Rieber, Town	Supervisor
APPROVED AS TO FORM				
	/ /			
Assistant County Attorney	Date			
By:				
Print Name				

SCHEDULE OF SERVICES AND PAYMENTS AGREEMENT BETWEEN SULLIVAN COUNTY YOUTH BUREAU and

Town of Thompson

SERVICES

OBLIGATIONS OF THE CONTRACTOR

1. Program Description

- (a) Services: The Contractor shall provide the program entitled Swim Program.
- (b) Outreach and community relations: The Contractor shall provide all supervision, employees, and materials necessary to carry out the outreach program and such staff and materials as may be required for participation in special events sponsored by the Sullivan County Youth Bureau.
- (c) **Reporting:** The Contractor shall submit progress reports to the Sullivan County Youth Bureau on an annual basis, by January 6, 2026 following the close of the contract year. The Contractor shall also furnish timely notice of upcoming scheduled program activities on a monthly basis. The final end-of-year annual report is to be submitted no later than January 6, 2026 following the close of the program year.

2. Budget

- (a) The Contractor shall budget at least \$7,000.00 for the period of July 1, 2025-December 31, 2025. The Contractor understands that payment in full authorized by the County under this agreement is conditioned upon the actual expenditure by the Contractor of at least that amount.
- (b) All expenses of the Contractor shall be in accordance with its operating budget.
- (c) The Contractor shall not hire any of its current officers, directors, or incorporators to fill any staff position or perform any service required under this agreement. The Contractor shall not pay from any funds received pursuant to this agreement employees who are the parents, spouses, siblings, or children of its current officers, directors, or incorporators without prior written approval of the Sullivan County Youth Bureau.
- (d) The Contractor shall make no change to program staffing without prior notice to and approval by the Sullivan County Youth Bureau.

3. Record Keeping and Confidentiality

In addition to other stipulations as to record keeping and confidentiality, the Contractor shall maintain such records as the Sullivan County Youth Bureau shall require. The Contractor shall maintain complete confidentiality of all information concerning program participants and their families that may be obtained in the course of performing this contract. No such information, including names and addresses, shall be provided to any person other than the Sullivan County Youth Bureau, the participant, or the participant's

family without the prior written consent of the Sullivan County Youth Bureau, or as may be required by law.

4. Monitoring

In addition to any other requirements of this agreement, the Contractor shall conduct and/or abide by program monitoring and evaluation procedures as outlined by the Sullivan County Youth Bureau, and shall permit and cooperate with monitoring visits to the program activity site and the office site under the auspices of the Sullivan County Youth Bureau.

5. Equipment

All equipment purchased with funds received pursuant to this agreement is the property of the County of Sullivan. Upon request of an appropriate representative of the County, the Contractor shall return such equipment to the Sullivan County Youth Bureau. An inventory of all equipment so purchased shall be made during the current year, and thereafter inventory records shall be updated annually and maintained for 7 years after the date this agreement is terminated or ends.

PAYMENTS

6. County Approval

Funding by the County under this agreement is subject to approval of the Sullivan County Legislature. If such approval is not obtained by the County, the County may cancel this agreement. The Contractor shall not incur, except at its own expense, any liability pursuant to this agreement prior to the date the County shall give the Contractor notice that the project has been approved by the Office.

All payments under this agreement shall be subject to approval, audit, or review by the County of Sullivan before or after payment.

7. Amount

The County payment to the Contractor for services rendered is not to exceed \$7,000.00. The Contractor shall reimburse the County, upon demand, any monies advanced to the Contractor that exceed the Contractor's actual expenditures for the project.

8. Payment Schedule and Submission of Timely Claims and Reports

- (a) The Contractor shall submit claims to the Sullivan County Youth Bureau on a timely basis:
- (b) All vouchers and supporting documentation must be submitted by January 6, 2026. If your project ends before the contract year ends, you must submit your claims within two weeks of the end of your program. (Example: If you run a summer camp that ends on August 31st, you should be submitting your claims by September 14th)
- (c) Payment shall be contingent upon submission of timely completed progress report[s] as described above in Section 1 (c) of this Services and Payments Schedule.

Sullivan County

100 North Street Monticello, NY 12701

Legislation Details (With Text)

File #: Type:

ID-7523

Version: 1 Name:

Resolution

Status:

Passed

File created:

6/4/2025

In control:

County Legislature

On agenda:

6/19/2025

Final action:

6/19/2025

Enactment date: 6/19/2025

Enactment #:

268-25

Title:

INTRODUCED BY EXECUTIVE COMMITTEE TO APPROVE ALLOCATION OF 2025 COUNTY

FUNDS TO YOUTH PROGRAMS

Sponsors:

Office for the Aging, Lise-Anne Deoul

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/19/2025	1	Executive Committee	carried at Committee	Pass
6/19/2025	1	County Legislature		

Narrative of Resolution:

INTRODUCED BY EXECUTIVE COMMITTEE TO APPROVE ALLOCATION OF 2025 COUNTY FUNDS TO YOUTH **PROGRAMS**

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

Amount to be authorized by Resolution: \$150,000.00

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): A7310.40.4013

If 'No,' specify proposed source of funds:

Specify Compliance with Procurement Procedures:

WHEREAS, the County of Sullivan contracts with various agencies for services to youth through the Sullivan County Youth Bureau; and

WHEREAS, the County of Sullivan has appropriated \$150,000 in the 2025 Sullivan County budget to provide funding to such agencies for their programs; and

WHEREAS, the Sullivan County Youth Bureau recommends the allocation of such funds to the following projects, in amounts not to exceed those listed:

Bethel Woods Center for the Arts-P.L.A.Y.

\$6,500.00

File	#:	ID-7523.	Version: 1	
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Town of Wallkill Boys & Girls Clubs-Monticello	\$6,000.00
Catskill Fly Fishing Center and Museum	\$6,000.00
The Center for Discovery	\$6,000.00
Children's Home of Wyoming Conference	\$5,000.00
Cornell Cooperative Extension-4-H	\$7,500.00
Delaware Valley Youth Center	\$3,000.00
Delaware Company of New York, IncKushetunk Kids	\$5,000.00
Greater Barryville Chamber of Commerce-Hall Space	\$3,000.00
Hurleyville Performing Arts Center	\$5,500.00
Hudson Valley Athletic Club, Inc.	\$10,000.00
Jeffersonville Stone Arch IncThe Hive	\$3,000.00
Martin Luther Camp CorpKoinonia	\$6,000.00
Nesin Cultural Arts, IncEl Sistema	\$3,000.00
Nesin Cultural Arts IncSummer Arts Program	\$1,500.00
Nesin Cultural Arts IncVisual Arts Program	\$1,500.00
Sullivan Public	\$5,000.00
Tusten Social, Inc.	\$5,000.00
Sullivan County Youth Baseball & Softball	\$4,000.00
•	
	# 7.000.00
Town of Bethel Youth -TOBY	\$5,000.00
Town of Callicoon	\$5,000.00
Town of Fallsburg-Swim Program	\$1,500.00
Town of Highland	\$5,000.00
Town of Mamakating	\$6,000.00
Town of Rockland Rotary Youth Program	\$5,000.00
Town of Thompson- Youth Recreation	\$5,000.00
Town of Thompson-Swim Program	\$7,000.00
Town of Tusten-Holidays	\$3,000.00
Town of Tusten-Recreation	\$3,000.00
Town of Tusten-Unplugged	\$4,000.00
Village of Liberty Police Department	\$5,000.00
Village of Monticello	\$3,000.00

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature, for the County of Sullivan, approve the allocation to the aforementioned list of projects; and

BE IT FURTHER RESOLVED, that the County Manager be and hereby is authorized to execute any and all necessary documentation and papers in connection herewith, in such form as approved by the Sullivan County Department of Law.



CERTIFICATE OF LIABILITY INSURANCE

5/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Lebaum Company, Inc. P. O. Box 450 Monsey, New York 10952 INSURED Town of Thompson 4052 Route 42 Monticello, NY 12701	NAME: NAME: PIONE PHONE PHON
	INSURER E:
COVEDACES	INSURER F:
COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS LED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, BEEN REDUCED BY PAID CLAIMS.
INSR TYPE OF INSURANCE ADDL SUBR POUCY MUMBER	POLICY EFF POLICY EXP LIMITS
A CLAIMS-MADE COCCUR MPKTTHOMOROX00125	5/1/2025 5/1/2026 EACH OCCURRENCE \$ 1,000,000
GENT AGGREGATE LIMIT APPLIES PER: POLICY PRO- LCC	GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
OTHER: AUTOMOBILE LIABILITY ANY AUTO OVARED AUTOS ONLY VAINALIABLE DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANYPROPRIETORPARTISENEXECUTIVE OFFICERMENBER EXCLUDED? (Mandatory in HN) If yes, describe under DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu Cert. if icate Holder as additional insured if required by write	· · · · · · · · · · · · · · · · · · ·
CERTIFICATE HOLDER	CANCELLATION
Holder's Nature of Interest: Certificate Holder County of Sullivan c/o Sullivan County Youth Bureau 100 North Street Monticelio, NY 12701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANGE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
100 North Street	authorized representative

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The County of Sullivan 100 North Street Monticello, NY 12701

As respects to: Business associate agreement in place

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and	Paid Family Leave benefits carrier or licensed insurance agent of that carrier		
1a. Legal Name & Address of Insured (use street address TOWN OF THOMPSON 4000-52 ROUTE 42 MONTICELLO, NY 12701	s only) 1b. Business Telephone Number of Insured 845-794-2500		
Work Location of Insured (Only required if coverage is specific certain locations in New York State, i.e., Wrap-Up Policy)	1c. Federal Employer Identification Number of Insured or Social Security Number 146002141		
Name and Address of Entity Requesting Proof of Cover (Entity Being Listed as the Certificate Holder) NYS DEC	rage 3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a"		
625 Broadway, 14th Floor Albany, NY 12233-1010	DBL241904 3c. Policy effective period 10/01/2023 to 09/30/2025		
 4. Policy provides the following benefits: A. Both disability and paid family leave benefits. B. Disability benefits only. C. Paid family leave benefits only. 5. Policy covers: A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. B. Only the following class or classes of employer's employees: ALL EMPLOYEES NOT REQUIRED BY LAW 			
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.			
Date Signed 9/17/2024 By	ignature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)		
Telephone Number <u>516-829-8100</u> Na	ame and Title Leston Welsh, Chief Executive Officer		
IMPORTANT: If Boxes 4A and 5A are checked, an Licensed Insurance Agent of that ca	d this form is signed by the insurance carrier's authorized representative or NYS rrier, this certificate is COMPLETE. Mail it directly to the certificate holder.		
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.			
PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)			
State of New York Workers' Compensation Board According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.			
Date Signed By	(Signature of Authorized NYS Workers' Compensation Board Employee)		
Telephone Number Na	ame and Title		

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION COUNTY SELF-INSURANCE PLAN

la. Legal name and address of participant in County Self- Insurance Plan	lc. Telephone number of participant 845 794 2500
Town of Thompson 4052 Rt 42 Monticello NY 12701	ld. NYS Unemployment Insurance Employer Registration Number of participant 04 609294
1b. Effective date of membership in the Plan 1957	1e. Federal Employer Identification Number of participant 14 6002141
2. Name and address of the entity requesting proof of coverage County of Sullivan Sullivan County Youth Bureau 100 North Street Monticello NY 12701	Name and address of County Self-Insurer Sullivan Self Insurance Plan 100 North Street Monticello NY 12701

This certifies that the participant referenced above is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the County Self-Insurance Plan listed above and participation in such County Self-Insurance Plan is still in force. The County Self-Insurer's Administrator will send this Certificate of Participation to the certificate holder listed in box 2.

If the membership of the participant listed in box 1a is terminated, the County Self-Insurer's Administrator will notify the certificate holder within 10 days of termination. (These notices may be sent by regular mail.) Otherwise, this certificate is valid for a maximum of one year from the date certified by the county self-insurer.

If this certificate is no longer valid according to the above guidelines and the participant referenced in box "Ia" continues to be named on a permit, license or contract issued by the certificate holder, the participant must provide the certificate holder either with a new certificate or other authorized proof the participant is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

The County Self-Insurer must file this certificate with the Workers' Compensation Board's Self-Insurance Office, (See reverse.)

Under penalty of perjury, I certify that I am an authorized representative of the County Self-Insurer referenced above and that the participant has the coverage as depicted on this form.

17-11-- · •

Certified by:	Kathryn Taggart	
·	(Print name of authorized representative of	(County Self-Insurer)
Certified by:	Catifum Transcore (Signature)	13/1/23
	(Signature)	(Date)
Title:	Manager of Risk Management	
Telephone Number:	845 807 0475	



COUNTY OF SULLIVAN YOUTH BUREAU



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

TEL. (845) 794-3000 EXT 0394

July 2, 2025

Mr. William Rieber, Town Supervisor Town of Thompson 4052 NYS Route 42 Monticello, NY 12701

Re: County of Sullivan contract approved and confirmed

Dear Mr. Rieber,

Attached is the contract for your program with the County for the period 7/1/12025-12/31/2025. Once the contract is fully executed (all signatures are received), you will be authorized to submit 2025 claims for reimbursement of approved program expenses during the program period detailed in the contract. The Youth Bureau funding amount available for your program for the period of July 1, 2025-December 31, 2025 is \$5,000.00.

Please keep this contact and confirmation letter for your records and for any inspection by the County, and please supply a copy to your fiscal or business officer.

Acknowledgment of funding and parental waivers for photography

- When you outreach using flyers, broadcasts, registration forms, or other means, you must include
 acknowledgement of funding through the Sullivan County Youth Bureau as follows: "This program is funded
 in part by a grant from the County of Sullivan, through the Sullivan County Youth Bureau".
- Please include in your signed parental waivers, a request for parents to indicate approval for their children to be included in photographs of the program. These photos will be used for outreach, websites, or positive media coverage of your activities.
- Please Note: It is important to pay attention to the timelines outlined in your agreement for the submission of claims and reports.

Please sign and return this entire original agreement package by July 15, 2025.

I sincerely appreciate the services you provide the youth of Sullivan County. If you have any questions, please feel free to contact me at (845) 807-0394 or email me at catherine.paci@sullivanny.gov.

Thank you,

Cathie Paci, Manager Youth Services



AGREEMENT BETWEEN

SULLIVAN COUNTY YOUTH BUREAU AND

TOWN OF THOMPSON

This AGREEMENT is made on the 1st day of July 2025, consists of the following terms and conditions:

- 1. PARTIES: This Agreement is by and between COUNTY OF SULLIVAN, a municipal corporation of the State of New York with its office at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701, hereinafter, designated as "County" and Town of Thompson with an address of 4052 NYS Route 42 Monticello, NY 12701, herein after designated as "Contractor".
- 2. PAYMENTS: The County shall pay the Contractor in accordance with the attached Schedule of Services and Payments. Unless specifically agreed otherwise, payment shall be made after (i) submission to the Sullivan County Youth Bureau by the Contractor of a voucher prepared on a duly certified County form itemizing the services and the charges therefore, and (ii) approval of the voucher by the Manager of the Youth Bureau and audit by the County. Interest on monies advanced to the Contractor by the County and invested by the Contractor prior to payment for an authorized expense shall belong to the County and may be deducted from any payment coming due to the Contractor or shall be reimbursed to the County by the Contractor on demand.
- 3. REPRESENTATIONS OF CONTRACTOR: The Contractor shall perform the services in accordance with the attached Schedule of Services submitted on July 1, 2025. Contractor represents and warrants to the County that a) the Contractor is licensed to the extent required by law and has the knowledge and experience necessary to perform pursuant to this Agreement; b) the Contractor has not been convicted of a crime under the laws of the United States or of any state; c) the Contractor has not been disqualified from performing any contract funded by the United States or the State of New York and there is no proceeding pending or threatened against the Contractor by either government; d) no officer or employee of the County has an interest in this Agreement which would disqualify the Contractor from performing hereunder and receiving payment therefore;) the Contractor's facilities, if used in the performance of its obligations, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

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

5. AUDIT: The County, State of New York, and United States of America shall have the right at any time during the term of this Agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in advance and in writing by the County. Contractor's revenues and expenditures shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents supporting or otherwise relating to the request for the payment of money to, or reimbursement for expenditures by, the Contractor. The Contractor shall maintain all records required by this paragraph for 7 years after the date this Agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$750,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

In addition to the foregoing, if this Agreement is financed by Medicare reimbursements, then until the expiration of four years after the furnishing of the services provided under this Agreement, the Contractor shall make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this Agreement, all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the Contractor performs its duties of the Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

6. INSURANCE: The Contractor shall, at its own expense, maintain in full force and effect during the term of this Agreement policies providing all applicable insurance coverages, at minimum, in the limits listed:

Type of Coverage	Limits of Coverage
Workers' Compensation and Disability Benefits	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability (owned and non-owned) Bodily Injury Property Damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Commercial General Liability, including broad form contractual liability, products/com- pleted operations, bodily injury, and property damage	\$2,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (if commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of the Contractor and not those of the County. The Contractor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph 6. The provision of insurance by the Contractor shall not in any way limit the Contractor's liability under this agreement. The Contractor shall attach to this agreement certificates of insurance evidencing the Contractor's compliance with these requirements. HOWEVER, the provision of a certificate of insurance is not sufficient. Contractor must provide an endorsement to the policy showing that the County is actually insured together with a copy of the policy declarations page.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days'

prior written notice to the County, directed to the County's Director of Risk Management and Insurance, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Contractor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede the Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- B. The Contractor will maintain similar insurance for at least 3 years following final acceptance of the services;
- C. If the insurance is terminated for any reason, the Contractor agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and
- D. Immediate notice shall be given to the County through the County's Director of Risk Management and Insurance of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement.
- E. Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor shall be in breach of this Agreement.
- 7. INDEMNIFICATION: Contractor agrees to defend, indemnify and hold harmless the County of Sullivan against claims to the extent caused by the negligent acts or omissions of the Contractor, his/her employees, subcontractors, assignees, or agents, including all expenses incurred by it in the defense, settlement or satisfaction thereof. Expenses incurred shall include, but not be limited to all attorney fees incurred by the County of Sullivan from the date of tender of the defense to Contractor until the tender is accepted by Contractor; or until a motion directs Contractor to indemnify the County of Sullivan; or until a judgment is entered directing Contractor to indemnify the County of Sullivan.
- 8. MONITORING OF PERFORMANCE: The County shall have the right during the term of this Agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The Contractor hereby consents to the examination of its

records and agrees to provide to the County, or permit the County to obtain, copies of any documents relating to its performance hereunder. The Contractor shall maintain all records required by this paragraph for seven years after the date this Agreement is terminated or ends.

9. ASSIGNMENT AND SUBCONTRACTING: The Contractor acknowledges that the County has entered into this Agreement based on facts and representations made by Contractor and based upon Contractor's ability to perform the work as promised. Therefore, Contractor may not subcontract any work without prior written approval of the County. In addition, Contractor shall not assign any of its rights, interests, or obligations under this Agreement without the prior express written consent of the County.

an independent contractor and that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, and they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit. The Contractor shall not act as agent, or be an agent, of the County. As an independent contractor, the Contractor shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the Contractor's personnel engaged in the performance of the services. However, if any personnel of the Contractor act in a manner that is detrimental to the County, the County may require the Contractor to remove or replace such personnel with respect to the performance of services required.

11. **DEFAULT:** The Contractor shall be in default upon (i) its failure to comply with any term or condition of this agreement; (ii) the filing by or against the Contractor of a petition in bankruptcy or under any law relating to insolvency; (iii) its failure to comply with any statute or regulation applicable to the performance of this agreement; (iv) the determination that any representation or certification made under this agreement is untrue; (v) failure to maintain adequate insurance; (vi) failure to maintain adequate books and records.

If the Contractor defaults, the County may at its option (i) terminate this agreement; (ii) recover counsel fees and all costs incurred to enforce this agreement; (iii) obtain replacement goods or services and hold the Contractor responsible for the replacement costs or expenses; (iv) pursue such other remedies as may be available under law or this Agreement. These remedies are cumulative.

12. TERMINATION: The County may, by written notice to the Contractor effective upon mailing, terminate this Agreement at any time upon the Contractor's default. Either party may terminate this Agreement without cause by giving 30 days' written notice to the other party.

Upon termination of this Agreement, the Contractor shall comply with all County close-out procedures, including, but not limited to (1) accounting for, and refunding to, the County within 30 days, any unexpended funds which have been paid to the Contractor, (2) not incur further obligations after the termination date; (3) submit to the County, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to Contractor's performance of this Agreement; and (4) furnishing within 30 days an inventory to the County of all equipment, appurtenances and property purchased by or provided to the Contractor, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement for cause, the County may procure, upon such terms and in such manner as it deems appropriate, services similar to those required hereunder, and any services procured by the County to complete the requirements of this Agreement shall be charged to the Contractor and/or set off against any sums due the Contractor, at the County's sole discretion.

Notwithstanding any other provision hereunder, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of the Agreement or failure to perform in accordance with applicable professional standards, and the County may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or herein.

13. MODIFICATION: This Agreement may be modified only by a writing signed by both parties.

14. NOTICES: All notices required by this Agreement shall be sent to the addresses set forth above. Notices to the County shall be addressed to the Youth Bureau Manager, with a copy to the Sullivan County Attorney, 100 North Street, PO Box 5012, Monticello, New York 12701. Notices shall be personally delivered or mailed by certified mail, return receipt requested. Notices also may be given by facsimile transmission, provided that the notice is also mailed within 24 hours thereafter. Notice shall be deemed to be received at the time of receipt of the facsimile transmission. Each party is responsible to give the other notice of a change of address.

15. NON-DISCRIMINATION: The Contractor acknowledges receipt of a copy of the County Equal

Employment Opportunity Statement. The Contractor assures the County of Sullivan that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the County. The Contractor certifies to the County that there is no pending or outstanding decision, ruling or order against the Contractor finding the Contractor in violation of laws against discrimination nor is any such action pending or threatened.

The provisions of this paragraph shall apply to all of the Contractor's subcontractors, and the Contractor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the agreement to subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The County of Sullivan will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law.

The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of Sullivan County facilities on a nondiscriminatory basis.

Sullivan County will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed department heads, in all activities, undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

Contractor and subcontractor shall abide by all Federal, State and local laws pertaining to Equal Opportunities, including but not limited to 41 CFR 60-741.5 prohibiting discrimination against qualified individuals on the basis of disability and 41 CFR 60-300.5 prohibiting discrimination against qualified protected veterans.

- 16. ENTIRE AGREEMENT: This Agreement and any exhibits or attachments hereto represent the full and complete understanding between the parties. Any representations made outside this Agreement shall have no force or effect. In the event one provision of the Agreement shall be determined to be null and void, any such determination shall not impact the validity of the remainder of the Agreement. This Agreement is binding on the heirs, successors, and assigns of the parties.
- 17. RECONCILIATION OF CONTRACT TERMS: In the event there is a conflict between any clause or term set forth in any of the materials incorporated into this Agreement, such as plans, specifications or proposal details, then it is specifically agreed that the term or clause which puts the greater responsibility upon the Contractor shall supersede, govern and control.
- 18. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. All disputes relating to this Agreement shall be heard in a court of competent jurisdiction having venue in Sullivan County.
- 19. CORPORATE COMPLIANCE: Contractor warrants that all services provided pursuant to this agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. Contractor further warrants that it shall comply with all applicable laws and regulations in the performance of its duties and obligations hereunder. Contractor acknowledges receipt of the County Corporate Compliance Code of Conduct, Whistleblower's Policy and False Claims Act incorporated herein – (ctrl + click to open the link).
 - a. Code of Conduct: (https://www.sullivanny.gov/sites/default/files/departments/Compliance/SullivanNYCodeofConduct.pdf
 - b. Whistleblower's Policy: https://www.sullivanny.gov/sites/default/files/departments/Compliance/SullivanNYWhistleblowerPolicy .pdf

- c. False Claims Act: https://www.sullivanny.gov/sites/default/files/departments/Compliance/SullivanNYCorporateCompliance eFalseClaimsAct.pdf
- d. Sullivan County Corporate Compliance Training: https://www.youtube.com/watch?v=HULaU6l6qhM

Contractor agrees to abide by the terms of the Corporate Compliance Plan and False Claims Act when delivering services under this Contract and shall ensure that each individual that provides such services under this Agreement is provided with a copy of, or given access to, the Corporate Compliance Plan and False Claims Act Policy.

Contractor assures the County that it has read the Code of Conduct, Whistleblower's Policy and False Claims Act and shall comply with all of the requirements contained therein. In addition, Contractor shall obtain and maintain in full force and effect during the term of this Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation, if any.

To report a suspected issue of waste, fraud, or abuse:

All actual and suspected reports of noncompliance shall go through the following reporting mechanisms.

To report a suspected issue of waste, fraud, or abuse:

- •Call the toll-free, Confidential Compliance Hotline at 1-833-955-1559 (Available 24/7/365).
- •Submit a written report to either of the following officials:

Christine Panos, Compliance Officer 100 North Street Monticello, NY 12701 (845) 807-0450 christine.panos@sullivanny.gov

Julie Diescher. Commissioner of Human Resources 100 North Street Monticello, NY 12701 (845) 807-0485 Julie.Diescher@sullivanny.gov

Individuals who submit a compliance report will be contacted within two business days. The County will thoroughly and thoughtfully investigate in a timely and appropriate manner compliance issues. Prompt response and corrective action for the detected problem as appropriate are expected.

The County will not employ methods to identify anonymous reporters and will protect the identity of the reporter to the extent allowed by law.

Written reports should include information to enable the appropriate County official to contact the source of the report for additional information and provide a brief statement outlining their concerns, which may be of assistance in investigating any incident reported.

20. EXCLUSION SCREENING: Sullivan County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement and /or regulatory or licensing contractors.

Sullivan County will also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

Contractors will conduct appropriate screening of their employees to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement and/or regulatory or licensing contractors. If, during the term of this contract, the contractor or its employees are excluded from participation in a federal healthcare program or the New York Medicaid program, or is excluded from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis, under the authorities stated above, the Contractor shall immediately notify the County and this contract shall be immediately terminated.

If this contract is funded through the New York State Medicaid program, the following applies:

The Contractor represents that:

(1) The United States Secretary of Health and Human Services has not excluded the contractor from participation in a federal healthcare program (including the Medicaid program) under 42 U.S.C. §§1320c-5:

- (2) The Secretary of Health and Human Services has not directed the New York State Department of Health or any other New York State government agency to exclude the contractor or its employees from participation in a federal healthcare program (including the Medicaid program) under 42 U.S.C. §§1320a-7(d) or 1320a-7a(a);
- (3) The New York State Medicaid Inspector General has not excluded the contractor from participation in the New York Medicaid program under 18 NYCRR Part 515; and
- (4) No federal or State agency has otherwise excluded the contractor or its employees from participation in the New York Medicaid program or excluded the contractor or its employees from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis.
- 21. AUTHORIZATION: This Agreement is authorized by Resolution No. 268-25, adopted by the Sullivan County Legislature on June 19, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date noted above.

COUNTY OF SULLIVAN		C	ONTRACTOR	
D., Il., D.	//			//
By: Joshua Potosek, County Manager	Date		(signature)	Date
		By:		
	Print Name			
		V	Villiam Rieber, Town	Supervisor
APPROVED AS TO FORM				
	/ /			
Assistant County Attorney	Date			
By:				
Print Name				

SCHEDULE OF SERVICES AND PAYMENTS AGREEMENT BETWEEN SULLIVAN COUNTY YOUTH BUREAU

and Town of Thompson

SERVICES

OBLIGATIONS OF THE CONTRACTOR

1. Program Description

- (a) Services: The Contractor shall provide the program entitled Youth Recreation.
- (b) Outreach and community relations: The Contractor shall provide all supervision, employees, and materials necessary to carry out the outreach program and such staff and materials as may be required for participation in special events sponsored by the Sullivan County Youth Bureau.
- (c) **Reporting:** The Contractor shall submit progress reports to the Sullivan County Youth Bureau on an annual basis, by January 6, 2026 following the close of the contract year. The Contractor shall also furnish timely notice of upcoming scheduled program activities on a monthly basis. The final end-of-year annual report is to be submitted no later than January 6, 2026 following the close of the program year.

2. Budget

- (a) The Contractor shall budget at least \$5,000.00 for the period of July 1, 2025-December 31, 2025. The Contractor understands that payment in full authorized by the County under this agreement is conditioned upon the actual expenditure by the Contractor of at least that amount.
- (b) All expenses of the Contractor shall be in accordance with its operating budget.
- (c) The Contractor shall not hire any of its current officers, directors, or incorporators to fill any staff position or perform any service required under this agreement. The Contractor shall not pay from any funds received pursuant to this agreement employees who are the parents, spouses, siblings, or children of its current officers, directors, or incorporators without prior written approval of the Sullivan County Youth Bureau.
- (d) The Contractor shall make no change to program staffing without prior notice to and approval by the Sullivan County Youth Bureau.

3. Record Keeping and Confidentiality

In addition to other stipulations as to record keeping and confidentiality, the Contractor shall maintain such records as the Sullivan County Youth Bureau shall require. The Contractor shall maintain complete confidentiality of all information concerning program participants and their families that may be obtained in the course of performing this contract. No such information, including names and addresses, shall be provided to any person other than the Sullivan County Youth Bureau, the participant, or the participant's

family without the prior written consent of the Sullivan County Youth Bureau, or as may be required by law.

4. Monitoring

In addition to any other requirements of this agreement, the Contractor shall conduct and/or abide by program monitoring and evaluation procedures as outlined by the Sullivan County Youth Bureau, and shall permit and cooperate with monitoring visits to the program activity site and the office site under the auspices of the Sullivan County Youth Bureau.

5. Equipment

All equipment purchased with funds received pursuant to this agreement is the property of the County of Sullivan. Upon request of an appropriate representative of the County, the Contractor shall return such equipment to the Sullivan County Youth Bureau. An inventory of all equipment so purchased shall be made during the current year, and thereafter inventory records shall be updated annually and maintained for 7 years after the date this agreement is terminated or ends.

PAYMENTS

6. County Approval

Funding by the County under this agreement is subject to approval of the Sullivan County Legislature. If such approval is not obtained by the County, the County may cancel this agreement. The Contractor shall not incur, except at its own expense, any liability pursuant to this agreement prior to the date the County shall give the Contractor notice that the project has been approved by the Office.

All payments under this agreement shall be subject to approval, audit, or review by the County of Sullivan before or after payment.

7. Amount

The County payment to the Contractor for services rendered is not to exceed \$5,000.00. The Contractor shall reimburse the County, upon demand, any monies advanced to the Contractor that exceed the Contractor's actual expenditures for the project.

8. Payment Schedule and Submission of Timely Claims and Reports

- (a) The Contractor shall submit claims to the Sullivan County Youth Bureau on a timely basis:
- (b) All vouchers and supporting documentation must be submitted by January 6, 2026. If your project ends before the contract year ends, you must submit your claims within two weeks of the end of your program. (Example: If you run a summer camp that ends on August 31st, you should be submitting your claims by September 14th)
- (c) Payment shall be contingent upon submission of timely completed progress report[s] as described above in Section 1 (c) of this Services and Payments Schedule.

Sullivan County

Legislation Details (With Text)

File #:

ID-7523

Version: 1

Name:

Type:

Resolution

Status:

Passed

File created:

6/4/2025

In control:

County Legislature

On agenda:

6/19/2025

Final action:

6/19/2025

Enactment date: 6/19/2025

Title:

Enactment #:

268-25

INTRODUCED BY EXECUTIVE COMMITTEE TO APPROVE ALLOCATION OF 2025 COUNTY

FUNDS TO YOUTH PROGRAMS

Sponsors:

Office for the Aging, Lise-Anne Deoul

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/19/2025	1	Executive Committee	carried at Committee	Pass
6/19/2025	1	County Legislature		

Narrative of Resolution:

INTRODUCED BY EXECUTIVE COMMITTEE TO APPROVE ALLOCATION OF 2025 COUNTY FUNDS TO YOUTH **PROGRAMS**

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

Amount to be authorized by Resolution: \$150,000.00

Are funds already budgeted? Yes

If 'Yes,' specify appropriation code(s): A7310.40.4013

If 'No,' specify proposed source of funds:

Specify Compliance with Procurement Procedures:

WHEREAS, the County of Sullivan contracts with various agencies for services to youth through the Sullivan County Youth Bureau; and

WHEREAS, the County of Sullivan has appropriated \$150,000 in the 2025 Sullivan County budget to provide funding to such agencies for their programs; and

WHEREAS, the Sullivan County Youth Bureau recommends the allocation of such funds to the following projects, in amounts not to exceed those listed:

Bethel Woods Center for the Arts-P.L.A.Y.

\$6,500.00

File #: ID-7523. \	Version:	1
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Town of Wallkill Boys & Girls Clubs-Monticello	\$6,000.00
Catskill Fly Fishing Center and Museum	\$6,000.00
The Center for Discovery	\$6,000.00
Children's Home of Wyoming Conference	\$5,000.00
Cornell Cooperative Extension-4-H	\$7,500.00
Delaware Valley Youth Center	\$3,000.00
Delaware Company of New York, IncKushetunk Kids	\$5,000.00
Greater Barryville Chamber of Commerce-Hall Space	\$3,000.00
Hurleyville Performing Arts Center	\$5,500.00
Hudson Valley Athletic Club, Inc.	\$10,000.00
Jeffersonville Stone Arch IncThe Hive	\$3,000.00
Martin Luther Camp CorpKoinonia	\$6,000.00
Nesin Cultural Arts, IncEl Sistema	\$3,000.00
Nesin Cultural Arts IncSummer Arts Program	\$1,500.00
Nesin Cultural Arts IncVisual Arts Program	\$1,500.00
Sullivan Public	\$5,000.00
Tusten Social, Inc.	\$5,000.00
Sullivan County Youth Baseball & Softball	\$4,000.00
Town of Bethel Youth -TOBY	\$5,000.00
Town of Callicoon	\$5,000.00
Town of Fallsburg-Swim Program	\$1,500.00
Town of Highland	\$5,000.00
Town of Mamakating	\$6,000.00
Town of Rockland Rotary Youth Program	\$5,000.00
Town of Thompson- Youth Recreation	\$5,000.00
Town of Thompson-Swim Program	\$7,000.00
Town of Tusten-Holidays	\$3,000.00
Town of Tusten-Recreation	\$3,000.00
Town of Tusten-Unplugged	\$4,000.00
Village of Liberty Police Department	\$5,000.00
Village of Monticello	\$3,000.00

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature, for the County of Sullivan, approve the allocation to the aforementioned list of projects; and

BE IT FURTHER RESOLVED, that the County Manager be and hereby is authorized to execute any and all necessary documentation and papers in connection herewith, in such form as approved by the Sullivan County Department of Law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (NIM/DD/YYYY) 5/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Lebaum Company, Inc.
PHONE
(AIC, No. Ext):
E-MAIL
ADDRESS: Phone: Fax: (845)425-1000 (845)425-1759 FAX (AIC, No): Lebaum Company, Inc. P. O. Box 450 Monsey, New York 10952 INSURER(S) AFFORDING COVERAGE INSURER A: New York Municipal Insurance Reciprocal 20690 INSURED INSURER B : Town of Thompson INSURER C: 4052 Route 42 INSURER D Monticello, NY 12701 INSURER E INSURER F **REVISION NUMBER:** CERTIFICATE NUMBER:4 COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 ✓ COMMERCIAL GENERAL LIABILITY MPKTTHOM000000125 5/1/2025 5/1/2026 50,000 A CLAIMS-MADE OCCUR 5,000 MED EXP (Any one person) 000,000,1 PERSONAL & ADV INJURY 3,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 1,000,000 POLICY PRO-PRODUCTS - COMP/OP AGG OTHER: OMBINED SINGLE LIMIT 5 AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OLYNED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB EACH OCCURRENCE \$ OCCUR EXCESS UAB AGGREGATE CLAIMS-MADE RETENTION \$ OED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE AND EMPLOYERS LABILITY
ANY ROPHIETORY PARTNER VEXECUTIVE
OFFICER MEMBER EXCLUDED?
(Mandatory in NH)
If yos, describe under
DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT NIA E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder as additional insured if required by written contract per endorsement MGL 215 03 05.

TIFICATE HOLDER	CANCELLATION
r's Nature of Interest : Certificate Holder	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
County of Sullivan	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
c/o Sullivan County Youth Bureau 100 North Street Monticelio, NY 12701	AUTHORIZED REPRESENTATIVE

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The County of Sullivan 100 North Street Monticello, NY 12701

As respects to: Business associate agreement in place

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To	pe completed by NYS disal	oility and Paid Fa	mily Leave I	enefits carrier or lic	ensed insu	rance agent of that carrie
1a. Legal Nam TOWN OF TH 4000-52 RC	ie & Address of Insured (use stre HOMPSON	et address only)		usiness Telephone Numl 845-794-2500		
Work Location	of Insured (Only required if covera	ge is specifically limited		ederal Employer Identifica Social Security Number	ation Number	of insured
certain locations	in New York State, i.e., Wrap-Up Pol	licy)		146002141		
2. Name and A	ddress of Entity Requesting Pro Listed as the Certificate Holder	of of Coverage	3a. N	ame of Insurance Carrier		
NYS DEC		,		ShelterPoint Life Insu	rance Comp	any
625 Broadw	ay, 14th Floor		3b. P	olicy Number of Entity Lis	ted in Box "1	a"
Albany, NY	12233-1010			DBL241904		
			3c. P	olicy effective period		
	les the following benefits:			10/01/2023	to	09/30/2025
C. Paid 5. Policy cover A. All o	bility benefits only. family leave benefits only. s: f the employer's employees eligithe following class or classes of MPLOYEES NOT REQUIRED B	f employer's employ	Disability and P	aid Family Leave Benefits	s Law.	
Under penalty of insured has NY	f perjury, I certify that I am an at S Disability and/or Paid Family L	uthorized representa eave Benefits insur	ative or licensed ance coverage	agent of the insurance cas described above.	arrier referen	ced above and that the named
Date Signed	9/17/2024	_ Ву		Late K. We	A	
		(Signature of in	nsurance carrier's a	uthorized representative or NY	5 Licensed Insura	ince Agent of that insurance carrier)
	ber <u>516-829-8100</u>			Welsh,Chief Exe		
IMPORTANT:	If Boxes 4A and 5A are che Licensed Insurance Agent of	cked, and this for of that carrier, this	m is signed by certificate is (the insurance carrier COMPLETE. Mail it dire	s authorized ectly to the	d representative or NYS certificate holder.
	If Box 4B, 4C or 5B is check Disability and Paid Family L completion to the Workers' (eave Benefits Lav Compensation Bo	v. It must be e ard, Plans Ac	mailed to PAU@wcb.r ceptance Unit, PO Box	ny.gov or it o c 5200, Bing	can be mailed for hamton, NY 13902-5200.
PART 2. To be	completed by the NYS \	Norkers' Comp	ensation Bo	ard (Only if Box 4B, 4C	or 5B have be	een checked)
According to in NYS Disability	formation maintained by the and Paid Family Leave Bene	Workers' Co	mpensation F	tion Board	ed employer) with respec	has complied with the ct to all of their employees.
Date Signed		Ву				
			(Signature o	f Authorized NYS Workers' Com	npensation Board	d Employee)
relephone Numb	er	Name and Ti	tle			

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION COUNTY SELF-INSURANCE PLAN

COUNTY SELF-INST	URANCE PLAN
la. Legal name and address of participant in County Self- Insurance Plan Town of Thompson 4052 Rt 42 Monticello NY 12701	lc. Telephone number of participant 845 794 2500 Id. NYS Unemployment Insurance Employer Registration Number of participant 04 609294
1b. Effective date of membership in the Plan 1957	ie. Federal Employer Identification Number of participant 14 6002141
2. Name and address of the entity requesting proof of coverage County of Sullivan Sullivan County Youth Bureau 100 North Street Monticello NY 12701	3. Name and address of County Self-Insurer Sullivan Self Insurance Plan 100 North Street Monticello NY 12701

This certifies that the participant referenced above is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the County Self-Insurance Plan listed above and participation in such County Self-Insurance Plan is still in force. The County Self-Insurer's Administrator will send this Certificate of Participation to the certificate holder listed in box 2.

If the membership of the participant listed in box 1a is terminated, the County Self-Insurer's Administrator will notify the certificate holder within 10 days of termination. (These notices may be sent by regular mail.) Otherwise, this certificate is valid for a maximum of one year from the date certified by the county self-insurer.

If this certificate is no longer valid according to the above guidelines and the participant referenced in box "Ia" continues to be named on a permit, license or contract issued by the certificate holder, the participant must provide the certificate holder either with a new certificate or other authorized proof the participant is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

The County Self-Insurer must file this certificate with the Workers' Compensation Board's Self-Insurance Office, (Secreterse.)

Under penalty of perjury, I certify that I am an authorized representative of the County Self-Insurer referenced above and that the participant has the coverage as depicted on this form.

Kathryn Taggart	
(Print name of authorized representative o	f County Self-Insurer)
Latting Tarrent	1.5/, 123
(Signature)	(Date)
Manager of Risk Management	
845 807 0475	
	(Print name of authorized representative of California (Signature) Manager of Risk Management



CERTIFICATE OF INSURANCE COVERAGE NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family	Leave benefits carrier or licensed insurance agent of that carrie
Ta. Legal Name & Address of insured (use street address only)	1b. Business Telephone Number of Insured
TOWN OF FALLSBURG 19 RAILROAD PLAZA SOUTH FALLSBURG,NY 12279	845-434-8810
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	Federal Employer Identification Number of Insured or Social Security Number 6002177
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) SULLIVAN COUNTY YOUTH BEUREAU 100 NORTH ST MONTICELLO,NY 12701	3a. Name of Insurance Carrier The Guardian Life Insurance Company of America 3b. Policy Number of Entity Listed in Box 1a 00936725 0000
	3c. Policy Effective Period 07/01/2024 to 07/01/2025
5. Policy covers: A. All of the employer's employees eligible under the NYS Disabili B. Only the following class or classes of employer's employees: Under penalty of perjury, I certify that I am an authorized representative or insured has NYS disability and/or Paid Family Leave benefits insurance co	licensed agent of the ingurance earlier of the ingurance
Date Signed June 6, 2024 By How Par	
	e carrier's authorized representative or NYS licensed insurance agent of that insurance carrier) ichael Prestileo, Head of Group Benefits Strategy, Product & Underwriting
IMPORTANT: If Boxes 4A and 5A are checked, and this form is sli	
completion to the Workers' Compensation Board, Pi	OT COMPLETE for purposes of Section 220, Subd. 8 of the NYS ust be emailed to PAU@wcb.ny.gov or it can be mailed for lans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.
PART 2. To be completed by the NYS Workers' Compensat	ion Board (Only if Box 4B, 4C or 5B have been checked)
State of Workers' Comp According to information maintained by the NYS Workers' Compen NYS Disability and Paid Family Leave Benefits Law(Article 9 of the	New York pensation Board sation Board, the above-named employer has complied with the Workers' Compensation Law) with respect to all of their employees.
Date Signed By	
Felephone Number Name and Title	Signature of Authorized NYS Workers' Compensation Board Employee)

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed in surance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



STATE OF NEW YORK WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
COUNTY SELF-INSURANCE PLAN

Legal name and address of participant in County Self- Insurance Plan Town of Fallsburg 19 Railroad Plaza S Fallsburg NY 12779	1c. Telephone number of participant 845 434 8810 1d. NYS Unemployment Insurance Employer Registration Number of participant 04 609206
lb. Effective date of membership in the Plan 1957	1e. Federal Employer Identification Number of participant 14 6002177
2. Name and address of the entity requesting proof of coverage County of Sullivan 100 North Street Monticello NY 12701	3. Name and address of County Self-Insurer Sullivan County Self Insurance Plan 100 North Street Monticello NY 12701

This certifies that the participant referenced above is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the County Self-Insurance Plan listed above and participation in such County Self-Insurance Plan is still in force. The County Self-Insurer's Administrator will send this Certificate of Participation to the certificate holder listed in box 2.

If the membership of the participant listed in box 1a is terminated, the County Self-Insurer's Administrator will notify the certificate holder within 10 days of termination. (These notices may be sent by regular mail.) Otherwise, this certificate is valid for a maximum of one year from the date certified by the county self-insurer.

If this certificate is no longer valid according to the above guidelines and the participant referenced in box "Ia" continues to be named on a permit, license or contract issued by the certificate holder, the participant must provide the certificate holder either with a new certificate or other authorized proof the participant is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

The County Self-Insurer must file this certificate with the Workers' Compensation Board's Self-Insurance Office, Surverse.)

Under penalty of perjury, I certify that I am an authorized representative of the County Self-Insurer referenced above and that the participant has the coverage as depicted on this form.

Certified by:	Kathryn Taggart	
	(Print name of authorized representative	of County Self-Insurer)
Certified by:	(Signature)	12/1/13
*	/ (Signature)	(Date)
Title:	Manager of Risk Mgt & Ins	
Telephone Number:	845 807 0475	

BWHITE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2024

ITHIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED SPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

SPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. MPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Beth A. White Mike Preis, Inc FAX (A/C, No): P.O. Box 682 4898 State Route 52 Jeffersonville, NY 12748 E-MAIL ADDRESS: bwhite@mikepreis.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: New York Municipal Insurance Reciprocal INSURED INSURER B : Town Of Tusten INSURER C: PO Box 195 210 Bridge St INSURER D : Narrowsburg, NY 12764 INSURER E INSURER F COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE POLICY EFF POLICY EXP POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR MPK-TTUST-0000001-24 DAMAGE TO RENTED PREMISES (Ea occurrence) 50.000 12/15/2024 12/15/2025 X 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE PRO POLICY LOC 1,000,000 PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY NONSYMED UMBRELLA LIAB Х OCCUR 4.000.000 EACH OCCURRENCE X EXCESS LIAB MEC-TTUST-0000001-24 12/15/2024 12/15/2025 CLAIMS-MADE 8,000,000 **AGGREGATE** RETENTIONS DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTH-PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE S E.L. DISEASE - POLICY LIMIT S DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured with respect to contracted programs.
RE: Town of Tusten Youth Commission CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. County of Sullivan Attn: Sullivan County Youth Bureau PO Box 5012 100 North Street AUTHORIZED REPRESENTATIVE Monticello, NY 12701

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s)

SCHEDULE

County of Sullivan Attn: Sullivan County Youth Bureau 100 North Street Monticello, NY 12701 Grant Money for

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

GENERAL SPECIFICATIONS

Intent: It is the intent of this specification to describe year-round Custodial Cleaning Services for the following Town buildings:

- 1. Town Hall, 4052 NYS Route 42, Monticello NY
- 2. Water & Sewer Department, 128 Rock Ridge Rd, Monticello NY

Each bidder must submit the attached Submittal Form with additional information as required, according to the specifications for custodial cleaning at both locations.

Description: Maintenance consists of cleaning floors by sweeping and mopping, waxing (stripping and sealing will be bid separately, when needed). Carpeted floors should be vacuumed and cleaned with a commercial grade vacuum (carpet shampooing will be bid separately, when needed). Bathrooms and kitchen areas should be mopped, disinfected, tiles cleaned, toilets and sinks cleaned and all supplies filled.

Dusting all areas of public areas and offices as needed. Emptying all trash and place in dumpster. Notify person in charge if supplies and/or repairs are needed.

Meeting rooms, conference rooms, offices, common areas, corridors, reception areas, waiting room areas:

- a. Mop or vacuum all floors
- b. spot clean walls, doors, door knobs and clean entry glass
- c. Dust corners, window frames, baseboards and molding
- c. empty wastebaskets and waste receptacles

Lavatories and Kitchen Areas:

- a. clean floors
- b. wipe down fixtures, countertops and ledges
- c. clean & disinfect toilet bowls and urinals
- d. refill bathroom dispenser items
- e. clean mirrors
- f. empty and clean wastebaskets & receptacles

Buildings are to be cleaned twice weekly after hours and shall not interfere with court hours or night meetings.

Excluded Areas: Equipment and mechanical rooms, file and storage rooms, and janitor closets.

Contract Period: The contract period shall be from September 1, 2025 through August 31, 2026, with possible yearly renewals, upon mutual agreement, for an additional four (4) year period, with consideration of any increase in the Prevailing Wage Rate.

Site Visit: Site visits for each location are available but must be scheduled in advance.

Supplies/Chemicals: All supplies and chemicals, except as stated in the specification, used in the performance of the services, will be provided by the contractor. Contractor must submit Material Safety Data Sheets (MSDS) for all chemicals used. Green cleaning products must be used. Contractor must submit brand name and list of items being used with proposal.

The Town will supply the following materials:

- a. soap, used in lavatories & kitchen
- b. toilet tissue
- c. paper towels
- d. disposal plastic trash liners

Prevailing Wage Rates: This is a Prevailing Wage Rate Project and certified payroll must be submitted in order to receive payment.

Basis of Award: Award shall be made to the most responsible proposal, meeting specifications. Separate awards will not be made. Vendor shall cost each location as an annual price. The Town reserves the right to award all, some, or none of these locations.

Responsible proposal shall mean the reliability and responsibility of the contractor as determined by references, experience, record of performance in similar contracts with institutions of similar size, employee retention, financial viability and any other information that is determined by the Town to be necessary for a qualitative evaluation of the bidder.

Performance Record: Each bidder **MUST** include with their proposal, a list of at least three (3) similar businesses currently served or served within the last three (3) years. References **MUST** be similar in scope to the size and nature of the services required by these specifications. For each reference, Proposer **MUST** include name, address, contact person, and telephone number.

Payment: Payment shall be made monthly by the Town upon receipt of an invoice and certified payroll for the invoice period. A valid W-9 must be submitted to initiate payment.

Note: Employees, at least one, per location, must be conversant in English.

Security: Due to heightened security concerns, the Town reserves the right to institute policies and procedures that the vendor must comply with, including but not limited to display of identification badges, restricted access to certain areas and employee checks, as deemed appropriate. The contractor is responsible for the security of the buildings when cleaning them. Contractor will ensure that all secured doors (locked) are relocked after they are cleaned. The contractor will ensure the building is locked and secure when employees depart the buildings.

Agreement and Insurance Requirements:

Within ten (10) business days of notification of award, the contractor must provide the Town with Certificates of Insurance providing coverage as outlined in the Agreement naming the Town, its agents, and officers as additional insureds by written endorsement. In addition to executing the agreement, the contractor will also need to sign the standard contract rider, attached hereto.

Due Date and Delivery: Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The package must contain the RFP Submittal Form and all other material requested.

Proposals must be received by the Town Clerk's Office no later than 2:00 p.m. Friday, August 1, 2025. Submissions received after this deadline will be rejected.

RFP SUBMITTAL FORM

Town Hall	Cost for twice per week:		AMAZONIO III.		
Water & Sewer Department	Cost for twice per week:	······································			
Address:					
Email Address:		MARKET OF A STATE OF THE STATE			
Telephone Number:					
Signature:					
Date:					

STANDARD CONTRACT RIDER

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

- 1. DEFINITIONS: Unless the context requires a different meaning, the following terms shall have the meanings set forth herein:
- i. "Town" shall mean Town of Thompson.
- ii. "Board" shall mean the Town Board of the Town.
- iii. "Supervisor" shall mean Town Supervisor.
- iv. "Department Head" shall mean any official of the Town who is party to a contract or supervises a contract
- v. "State" shall mean the State of New York.
- vi. "Vendor" or "Contractor" shall mean the party who is required to perform services or supply goods to the Town pursuant to this contract.
- vii. "Person" shall mean a natural person, corporation, partnership, firm or other entity.
- 2. REPRESENTATIONS OF VENDOR: The Vendor represents and warrants to the Town that:
- i. Vendor has the knowledge and experience necessary to perform this contract and provide the services on Vendor's part to be provided hereunder.
- ii. Vendor has not filed or had filed against Vendor a petition in bankruptcy.
- iii. Vendor has not been convicted of a crime under the laws of the United States or of the State or any other state.
- iv. Vendor has not been disqualified from performing any contract funded by the Federal government, the State, or the Commonwealth and that there is no proceeding pending or threatened against Vendor by any such governmental authority.
- v. If required by this contract or applicable law, Vendor is licensed or employe employees who are licensed to perform the services to be provided pursuant to this contract.
- vi. No officer or employee of the Town has an interest in this contract which would disqualify the Vendor from performing this contract and receiving payment therefore.
- vii. Vendor's facilities are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

STANDARD CONTRACT RIDER

- viii. Vendor has disclosed, in writing, to the Town all facts relating to the representations herein made which are not as stated in this paragraph.
- Vendor agrees to comply with all terms of the Town's Sexual Harassment Policy and Vendor and all employees shall refrain from such conduct and shall report any allegations of such conduct. Failure to comply with this regulation shall be considered a breach of the Contract and cause immediate termination of this Contract.
- 3. PAYMENTS: The Town shall pay to the Vendor for services rendered pursuant to this contract the sum set forth in the attached contact.
- Payment shall be made as set forth in the annexed contract after submission to the Town by the Vendor of a voucher prepared by and on Vendor's letterhead with Vendor's voucher properly certified as therein set forth which voucher shall set forth in detail the dates and description of all of the services and the amount of the charges therefore for which claim for payment is made.
- ii. Payment shall be made to the Vendor after approval of said voucher by the Town..
- Vendor shall supply such information as may be required by the Town for tax purposes including but not limited to Tax Payer Identification or Social Security Numbers and shall certify pursuant to Internal Revenue Service regulations, if required, as to such information as may be required by such regulations.
- 4. APPROPRIATIONS: If this contract is funded by a grant or contract between the Town and the State or Federal governments or is otherwise subject to legislative appropriation, the Town shall not be liable beyond the funds authorized by such legislation or provided by the State or Federal governments. In the event that such funding shall be terminated or reduced, this contract shall end on the effective date of notice of termination. The Town shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the Town and the parties do not desire to terminate this contract, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the Town to the Vendor to which the Vendor shall consent.
- 5. PERFORMANCE OF THIS CONTRACT: The performance of this contract will conform to the requirements of the Town or the State and its regulations. It is understood that funding to the Town by the State is contingent upon compliance with such requirements as may be imposed by the State.
- 6. SINGLE AUDIT PROVISIONS: If applicable, a Vendor shall provide the Town with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act if the Vendor has received, in any fiscal year, \$25,000.00 or more funds provided by a Federal financial assistance program from a Federal agency pursuant to this contract and all other contracts with the Town. The audit shall be filed with the Town within six (6) months after the close of Vendor's fiscal year, but the Town may extend such time to file such audit for a period not to exceed twelve (12) months after the close of Vendor's fiscal year. The audit shall be prepared at the sole cost and expense of Vendor, provided, however, that if allowed by the financial assistance program, Federal funds received by the Vendor may be applied to payment of the cost of the audit. A violation of this paragraph shall constitute a default under this contract.

REV 1218 2

STANDARD CONTRACT RIDER

- 7. AUDIT OF PAYMENT: The Town (or any other agency or the State) shall have the right at any time during the term of this contract and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Vendor shall comply with any demand made by the Town to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Vendor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the Town prior to the date of this contract. The revenues and expenditures of the Vendor in connection with this contract shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. Vendor agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the payment of money to the Vendor or expenditures made by the Vendor for which reimbursement is made to the Vendor by the Town. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.
- 8. MONITORING OF PERFORMANCE: The Town (or any other agency or the State) shall have the right during the term of this contract and for the period limited by the applicable statute of limitations to insure that the services provided or to be provided by the Vendor have been provided as herein agreed. The Town shall have the right to monitor the total operations of the program, including but not limited to actual program activity and the preparation of progress reports and evaluations by the Town. The Vendor shall submit to the Town quarterly reports. The Town or the annexed contract may require more frequent or different reports as therein provided. [This provision which requires the submission of reports may be waived by the Town in writing, for good cause shown.] The Vendor hereby consents to the examination of Vendor's records and agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the performance of this contract. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

9. NON-DISCRIMINATION:

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

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STANDARD CONTRACT RIDER

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

- iv. The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract.
- 10. COMPLIANCE WITH LAWS AND REGULATIONS: The Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Town will advise Vendor of references to or copies of all applicable regulations.
- 11. INSURANCE: The Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town and licensed to do business in the State:
- i. PUBLIC LIABILITY insurance with policy limits of at least \$1,000,000, naming the Town as an additional insured.
- ii. WORKER'S COMPENSATION and DISABILITY BENEFITS insurance covering employees of the Vendor as required by law.
- iii. PROFESSIONAL LIABILITY insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
- iv. ADDITIONAL INSURANCE as the Town may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after the date of this contract and was not the usual coverages carried for performance of work of a similar nature, then and in that event the Town shall pay to the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
- V. OTHER REQUIREMENTS: Vendor shall provide to the Town certificates of insurance for each policy required to be provided or carried by the Vendor. All policies which name the Town as an additional insured shall have the standard 10 day notice of cancellation provision which shall provide for notice of cancellation to be given to the Town. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as set forth in A.M. Best ratings for the current year. The Town may waive in writing compliance with ratings.
- 12. INDEMNIFICATION: The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs,

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STANDARD CONTRACT RIDER

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

13.	EVENTS OF DEFAULT: The following events shall constitute an event of default:
i.	The failure of the Vendor to properly perform this contract or shall fail to file a report required to be filed hereunder.
ii.	The failure of the Vendor to perform any term, provision or covenant of this contract.
iii.	The failure of the Vendor to maintain adequate books and records of account or of performance of this contract.
iv.	The filing by or against the Vendor of a petition in Bankruptcy or under any law relating to insolvency.
v.	The assignment of the performance of this contract or of any funds due or to become due hereunder or permitting or suffering a levy or attachment to be made upon any such funds.
vi	The termination, lapse or cancellation of any insurance policy required to be provided or maintained hereunder.
vii.	The failure of the Vendor to comply with any statute, rule or regulation applicable to the performance of this contract.
viii.	It shall be determined that any representation or certification made hereunder shall be false or shall become untrue.
14.	REMEDIES:
i.	If the Vendor shall be in default under this contract, the Town at its option may:
(1)	Terminate this contract. The Town shall remain liable for all approved services performed by Vendor prior to the termination date.
(2)	Deduct from payment of any monies due the Vendor all charges for disallowed costs and expenses theretofore paid by the Town to the Vendor.
(3)	Seek recovery of any monies overpaid, disallowed or otherwise not due the Vendor.
(4)	Take any other action to protect the interest of the Town.
(5)	Recover counsel fees, costs, disbursements and other expenses incurred by the Town to enforce the provisions of this contract.
(6)	The remedies provided to the Town are cumulative.
ii.	If the Town shall be in default under this contract, the Vendor may seek recovery of any monies due

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STANDARD CONTRACT RIDER

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

- iii. The Town may procure, upon such terms and in such manner as the Town may deem appropriate, supplies or services similar to those so terminated, and the Vendor shall be liable to the Town for any excess costs for such similar supplies or services.
- 15. NOTICES: Notices required by this contract to be sent by one party to the other shall be sent by the Town to the Vendor at the address set forth herein and by the Vendor to the Town at 4052 Route 42, Monticello, New York 12701. Notices shall be mailed by certified mail, return receipt requested or delivered to the party personally. The parties may give written notice of a change of address.
- 16. BINDING NATURE: This contract shall bind the parties hereto their heirs and successors. The performance of any services to be performed pursuant to this contract by the Vendor shall not be assigned without the prior written consent of the Town. The Vendor shall not assign the payment of any monies due under this contract.
- 17. AMENDMENT: This contract may be modified only in writing.
- 18. ADDITIONAL RIDERS AND APPENDICES: Attached to this contract are additional riders and appendices or required provisions of law, budgets and operating plans, all of which provisions are a part of this contract and shall be complied with by the Vendor.
- 19. FACSIMILE SIGNATURES AND TRANSMISSION: This contract may be executed in several counterparts signed by each party separately and transmitted to the other party by facsimile transmission. Such contract shall be valid evidence of execution for all purposes except payment. For payment each party shall have a fully executed copy of this contract manually signed by each party. All documents required to be submitted by one party to the other may be transmitted by such party to the other by facsimile transmission. A contract may be digitally transmitted with a binding digital signature encoded in a manner required by law.

Deputy Clerk (Town of Thompson)

From:

Jill Weyer (Town of Thompson) < jweyer@thompsonny.gov>

Sent:

Wednesday, July 9, 2025 8:43 AM

To:

deputyclerk@thompsonny.gov; marilee@thompsonny.gov

Cc:

supervisor@thompsonny.gov

Subject:

430 Broadway NY Main Street Grant Resolution

Attachments:

430 Broadway NY Main Street Grant Resolution.docx

Here is the resolution to support RUPCO's grant application for 430 Broadway for the next meeting. They need one from the Village which is on for next Wednesday's meeting and then the County and Town's will support the application. This grant would help to fill the budget gap in the revitalization and redevelopment of both the Strong Building and Key bank building on Broadway in Monticello that the Land Bank has been working on for several years. Thanks!

RESOLUTION APPROVING AND ENDORSING RUPCO, INC. IN ITS APPLICATION TO NYS HOMES AND COMMUNITY RENEWAL FOR FUNDING UNDER THE NEW YORK MAIN STREET PROGRAM (NYMS)

WHEREAS, RUPCO, Inc. desires to apply for \$500,000 in financial assistance through the 2025 Consolidated Funding Application (CFA) under the New York Main Street program (NYMS); and

WHEREAS, the application proposes funding to assist with the completion of building renovations to a downtown "main street" building, 430 Broadway, located on Broadway between Bank Street and Landfield Avenue in the Village of Monticello, Town of Thompson, County of Sullivan; and

WHEREAS, the total project costs have risen dramatically due to the discovery of possible ground contamination on the site of the proposed development; and

WHEREAS, the proposed funding will contribute to ongoing community revitalization efforts that will spur re-investment in the Village of Monticello's Central Business District as well as provide much needed affordable housing; and

WHEREAS, the grant application requires that the applicant obtain the approval and endorsement of the governing body of the municipality in which the project will be located.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Thompson approves and endorses the 2025 New York Main Street program application for assistance prepared and to be submitted by RUPCO, Inc.

LEGAL NOTICE NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Thompson will receive bids in accordance with specifications prepared therefore which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following item:

Non-Dyed Ultra Low Sulfur Clear Diesel Fuel, #2 Heating Fuel Oil, Kerosene and Unleaded Gasoline – For Town-wide use, the Department of Highways and Participation by a Political Subdivision.

Said bids shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M., Prevailing Time, on Thursday, July 31, 2025 at which date and hour all bids shall be publicly opened and read.

By Order of the Town Board Dated Monticello, New York July 15, 2025 Marilee J. Calhoun Town Clerk

BLUSTEIN, SHAPIRO, FRANK&BARONE LLP

ATTORNEYS AT LAW

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SUSIE C. SOHN^
ALSO ADMITTED IN PA*
ALSO ADMITTED IN PJ^

ALSO ADMITTED IN MA"

449 BROADWAY MONTICELLO, NEW YORK 12701 (845) 796-1010 FAX (845) 796-1040 www.catskills.law BRIAN M. NEWMANABRADLEY LeDOUX
ZACHREY S. NILSEN
JAY R. MYROW
OF COUNSEL
BURT J. BLUSTEIN
1940 - 2022
ARTHUR SHAPIRO
RETIRED
RITA G. RICH
RETIRED

Please Reply to Monticello Office
June , 2025

Via: UPS (Tracking #___)

Hon. Michelle L. Phillips
Secretary to the Commission
New York State Public Service Commission
Empire State Plaza, Agency Building 3
Albany, New York 12223-1350

Re:

Case 25-W-____ Joint Petition on Behalf of Elaine Mady Prowler, Karen Wilson, Mark Kutsher, and Town of Thompson (Town) for the appointment of a temporary operator of the operator of Crystal Water Supply Company, Inc. (Crystal Water) system on an emergency basis.

Dear Secretary Phillips:

Enclosed for filing please find the joint petition of Elaine Mady Prowler, Karen Wilson, Mark Kutsher, Town of Thomson (Town) and Crystal Water Supply Company, Inc. (Crystal Water) for an order from the New York Public Service Commission (the "Commission"), approving the appointment of the Town of Thompson as the operator of the Crystal Water system on an emergency basis, and authorization of a \$100.00 quarterly surcharge to help fund necessary repairs and upgrades to the system.

If you have any questions, please contact us.

Respectfully submitted,
BLUSTEIN, SHAPIRO, FRANK & BARONE, LLP
Attorneys for Petitioners Elaine Mady Prowler, Karen Wilson,
Mark Kutsher, and Crystal Water Supply Company, Inc.

William E. Duquette, Jr.

Enclosure

Joint Petition for Approval for the Town of Thompson to be Appointed Temporary Operator of the Crystal Water Supply Company, Inc.'s Water System.

Hon. Michelle L. Phillips
Secretary to the Commission
New York State Public Service Commission
Empire State Plaza, Agency Building 3
Albany, New York 12223-1350

Dear Secretary Phillips:

On July 7, 2023, Crystal Water Supply Company, Inc., ("Crystal Water") petitioned the New York State Public Service Commission for an order from the New York Public Service Commission (the "Commission"), pursuant to Section 89-h of the New York Public Service Law ("PSL"), for an order approving the acquisition by Kiamesha Plumbing, Inc. of 100% of Crystal Water's issued and outstanding capital stock under case 23-W-0377.

Due to the lack of complete responses to a number of Staff of the Department of Public Service Interrogatory/Document Requests by the current operator of Crystal Water's water system ("System") and opposition of the transfer by certain customers and the Hidden Ridge Homeowners Association, Inc., a decision regarding the petition has been delayed. In view of the foregoing, Crstal Water no longer wishes to pursue the transfer as requested in Case 23-W-0377 and request to withdraw that petition.

Crystal Water is owned equally by Mark Kutsher, Elaine Mady Prowler, and Karen Wilson ("Owners"). The Owners of Crystal Water are unable to continue operation of the System and to meet the requirement of oversight and water quality monitoring of the System. Ms. Prowler and Ms. Wilson live out of state and are not interested in operating Crystal Water. Mr. Kutsher's health has been deteriorating for a number of years, so the day-to-day operations of Water was turned over to Allan Schachnovsky. As noted above, Mr. Schachnovsky's ability to operate Crystal Water has been called into question by certain customers and the Hidden Ridge Homeowners Association, Inc. Due to the customer/HOA complaints and the lack of an alternative to operate Crystal Water it is imperative that a new operator be approved immediately.

The Town of Thompson ("Town") is willing to serve as temporary operator of the System pending the formation of a water district in the Town and subsequent acquisition of the assets of Crystal Water, so the customers of Crystal Water will not be without water service.

The Town hereby petitions the Commission to be appointed as temporary operator of the System. The Town operates other community water systems, and has the technical, managerial, and financial capability to properly operate the System in conformance with the requirements of the New York State Department of Health, subject to the right of the Town to terminate its temporary operator status upon 30 days notice to the Commissioner, without further explanation or arrangement for another entity to assume operation of the System.

The Town may exercise the following rights and/or practices:

- (a) To enter and remain on the property as is necessary to maintain and operate the System and its appurtenances; and
- (b) To assess usage fees and charge homeowners for the cost of any emergency repairs on a temporary basis; and
- (c) To discontinue service for any non-payment; and
- (d) To collect past due amounts from homeowners in arrears or terminate service.

The Town requests Commission require the Crystal Water to:

- (a) Transfer to the Town any amounts remaining in its escrow account, or if no amounts remain, submit a schedule & accounting of expenditures from the escrow account and repair funded by amounts in the escrow account; and
- (b) Provide all of its books and records, including a list of homeowners in arrears; and
- (c) As a condition of any authorized abandonment, transfer by deed any and all property and rights and easements that Crystal Water is in benefit of upon the establishment of a Crystal Water District should one be formed.

The Town requests that the quarterly surcharge be increased to \$100.00 to help fund necessary repairs and upgrades to the system. The needed repairs and upgrades include, but are not limited to, those listed on Exhibit A.

By approving this request, Crystal Water's customers will receive safe and adequate water service that will meet the requirements of the New York State Department of Health, pending the formation of a Town Water District to serve Crystal Water's customers on a permanent basis.

Signature page follows

Signature Page for Joint Petition for Approval for the Town of Thompson to be Appointed Temporary Operator of the Crystal Water Supply Company, Inc.'s Water System

	Town of Thompson		
Elaine Mady Prowler	Ву:		
	William J. Rieber, Jr., Supervisor Town of Thompson		
Karen Wilson			
Mark Kutsher	, and the second		
Crystal Water Supply Company, Inc.			
Ву:			
Mark Kutsher, President			
c: Town Board			

Michael Mednick, Esq., Town Attorney Kiamesha Plumbing, Inc.

Exhibit A

We do not know what the total water system consists of so we are forced to make assumptions that will err on the side of caution. Everything below is around 40 years old with a lifespan of 75-100 years for ductile iron, 25-40 for PVC, 20-50 for galvanized steel. At this time, most of the infrastructure is a liability and therefore a budget must be made to begin replacing most of the infrastructure.

Repair or Improvements needed	unit cost	Cost	Useful lifespan left	Cost for repair or improvement needed
Approx: 5000 linear feet of 8" main	\$200 per foot	\$1,000,000.00	47%	\$530,000.00
Approx. 4000 linear feet of 2"-4" main in Hidden Ridge	\$150 per foot	\$600,000.00	0%	\$600,000.001
2 Well Pumps, 2 Booster Pumps New well house, and chlorine contact tank		\$750,000.00	0%	\$750,000.00
cleaning, inspection and repairs to water storage tank		\$ 100,000.00		\$100,000.00
repairs to comply with DOH sanitary survey		\$50,000.00		\$50,000.00
TOTAL	1			\$2,030,000.00

Based on the foregoing estimates \$100 per quarter per user may not be enough for the undertaking at hand.

 100×4 quarters x ~150 users = 60,000 per year.

Michael Messenger Superintendent Town of Thompson Water & Sewer Dept.



ROCK HILL SUMMER CONCERT SERIES

Every Wednesday in July & August 6:30PM - 8:00PM *Rain or Shine

53 Adams Rd., Rock Hill, NY @ Lake Ida Town Park



2025 LINE UP

- CRUISE CONTRAOL-PLAYING MUSIC YOU CAN SING, DANCE AND PARTY TO
- THE BIG JOE FRITZ-PLAYING A MIX OF BLUES, JAZZ & ROCK N ROLL
- WAS FEATURING RON RODKIN-PLAYING ORIGINALS STEEPED IN THE AZZIE ROCK N ROLL WITH A TOUCH OF COUNTRY & PUNK & COVERS WITH THEIR OWN BRAND OF MUSICALITY
- DAVID WALTON BAND-ORIGINALS AND COVER TUNES IN THE DYLAN/NEIL YOUNG STYLE
- SOUTHERN FRIED SOUFEATURING THE VERY TALENTED LAURA

 1750: GARONE, THEY PLAY A FUN MIX OF RNB, SOUL AND BLUES WITH A
 FEW POP TUNES SPRINKLED IN
- LITTLE SPARROW-PUTTING THEIR OWN SPIN ON ROCK, FOLK AND BLUES CLASSICS
- HOLLYWOOD HERB-A CREAT TRIO WITH AN RNB VIBE IN THE PRINCE AND HENDRIX VEIN, PLAYING TUNES TO MAKE YOU DANCE
- RENT & THE STRANGE-ROCK AND REGGAE, MUSIC FOR YOUR MIND.
 FEATURING RENATA DARIA ON VOCALS
- THE A.M. BAND-THE BEST OF THE 70S ONE-HIT WONDERS AND IN 1972 SOME CASES, TWO HIT WONDERS, YOU'LL FEEL LIKE YOU'RE BACK IN YOUR CAR LISTENING TO YOUR RADIO LIKE IT'S 1977.



SULLIVAN COUNTY DEPARTMENT OF MUBLIC HEALTH

ERE

RABIES CLINIC

FOR DOGS. CATS. AND FERRETS



Public Health
Provent. Promote. Froiect.
Sullivan County
Department of Public Health



Wednesday, July 23, 2025 6:00-7:30 PM
Town of Delaware, Hortonville Fire Company
36 North. Horton Ave. Hortonville, NY



- All pets must be at least 3 months old.
- All pets must be in a carrier or on a leash.
- Aggressive dogs should be muzzled to prevent any biting incidents.
- Bring proof of prior rabies
 vaccination to receive a 3-year
 vaccination.
- If you do not have proof of prior rabies vaccination, your pet will receive a 1-year vaccination.

Sullivan County Residents Only!

- Please bring photo ID as proof of Sullivan County Residency.
- No Pre-registration at this time, there maybe pre-registration at future clinics.



If you have any questions, please call:
Sullivan County
Department of Public Health
at: 845-292-5910, Ext. 0.