

**JOIN ZOOM MEETING:**

<https://us02web.zoom.us/j/83032452642>

+1-646-558-8656

Meeting ID: 830 3245 2642

**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.THOMPSONNY.GOV](http://WWW.THOMPSONNY.GOV)

**TUESDAY, SEPTEMBER 02, 2025****7:00 PM MEETING****PUBLIC HEARINGS:**

- 1) SACKETT LAKE SEWER DISTRICT EXT. NO. 6 – ARI JACOBS
- 2) ROCK HILL/EMERALD GREEN CONSOLIDATED SEWER DISTRICT PUMP STATION # 6 PROJECT

**CALL TO ORDER****ROLL CALL****PLEDGE TO THE FLAG****APPROVAL OF PREVIOUS MINUTES:**

August 19, 2025 Regular Town Board Meeting

**PUBLIC COMMENT****CORRESPONDENCE:**

- **Environmental Protection Agency:** Notice Of Significant Non-Compliance & Response - Consolidated Rock Hill/Emerald Green Sewer District
- **Sullivan County Treasurer's Office:** 2<sup>ND</sup> Quarter Mortgage Tax Payment, Check #3448, Dated 08/15/25 for \$235,950.55
- **NYS Dept. of Taxation and Finance:** Check # 10612078 Dated: 08/12/2025 in the amount of \$3,332.00, Payable to Town of Thompson – Additional NYS General Aid Payment

**AGENDA ITEMS:****1) SACKETT LAKE SEWER DISTRICT EXT. NO. 6 – ARI JACOBS**

- A) NEGATIVE DECLARATION RESOLUTION UNDER SEQR
- B) RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO PROPOSED EXTENSION
- C) RESOLUTION APPROVING EXTENSION NO. 6 SUBJECT TO PERMISSIVE REFERENDUM

**2 )ROCK HILL/EMERALD GREEN CONSOLIDATED SEWER DISTRICT PUMP STATION # 6 PROJECT**

- A) PUBLIC INTEREST ORDER & BOND RESOLUTION FOR FUNDING

**3) REVIEW AND APPROVE: FINAL ORDER FOR EXTENSION NO. 3 OF CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT FOR CATSKILL VETERINARY SERVICES, LLC., SBL # 32.-1-14.****4) NEW EV CHARGERS:**

- A) REVIEW AND APPROVE: AGREEMENT WITH WOOD HOLLOW ENERGY GROUP FOR OPERATION & MAINTENANCE OF NEW EV CHARGERS
- B) AUTHORIZE SUBMITTAL FOR ELECTIVE PAY (TAX CREDIT) FOR NEW EV CHARGERS

**5) WATER & SEWER DEPT.**

- A) PURCHASE REQUEST – 2025 CHEVROLET 4500 WITH UTILITY BODY

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

**6) APPOINT ANTHONY J. REIN AS SOLE ASSESSOR FOR THE STATUTORY (6) YEAR TERM BEGINNING  
10/01/2025**

**7) DISCUSSION: SPECIAL MEETING FOR TOWN CLERK TO PRESENT 2026 TENTATIVE BUDGET TO THE TOWN  
BOARD**

**8) ESTABLISH DATE FOR TENTATIVE SPECIAL DISTRICT ASSESSMENT HEARING– TUESDAY, 10/07/25 @ 7:00PM**

**9) BILLS OVER \$5,000.00**

**10) BUDGET TRANSFERS & AMENDMENTS**

**11) ORDER BILLS PAID**

**OLD BUSINESS**

**NEW BUSINESS**

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

**PUBLIC COMMENT**

**ADJOURN**

---



Ari Jacobs

Sullivan County  
5 Lower Main St  
Callicoon, NY  
845-887-5200 Fax

**Affidavit of**

State of New York

SS:

County of Sullivan

**Legal Notice**

I, Fred W. Stabbert, III, being duly sworn, Depose and say: That I am the Publisher of Sullivan County Democrat, a twice weekly newspaper of general circulation published in Callicoon, County of Sullivan, State of New York; and that a notice, of which the annex is a printed copy, was duly published in Sullivan County Democrat 8/22/25

  
Fred W. Stabbert

Sworn to before me this 22<sup>nd</sup> day of August, 2025

  
Barbara A. Matos

Notary Public, State of New York  
No. #01MA617297

Qualified in Sullivan County  
My commission expires on August 22, 2026

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 19<sup>th</sup> day of August, 2025, at 7:00 o'clock P.M., Prevailing Time.

**PRESENT:**

WILLIAM J. RIEBER, JR., Supervisor  
SCOTT S. MACE, Councilman  
MELINDA S. MEDDAUGH, Councilwoman  
RYAN T. SCHOCK, Councilman

In the Matter of  
Proposed Extension No. 6 of the SACKETT LAKE  
SEWER DISTRICT in the Town of  
Thompson, Sullivan County, New York.

**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 #6 of the Sackett Lake Sewer District within said Town, to serve the area more particularly described in Schedule "A" 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 August 01, 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 Sackett Lake Sewer District, as extended, consists of providing a means by which Ari Jacobs (T/O Thompson Tax Map Parcel #56-1-32.54) may dispose of sewage by becoming part of the said Sackett Lake 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 landowner, namely, Ari Jacobs, and

**WHEREAS**, the annual average cost for a typical single-family residence with four (4) bedrooms would be Six Hundred Twenty-Nine and 60/100 (\$629.60) 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 Sackett Lake 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 2<sup>nd</sup> day of September, 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.

Motion 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 S. MACE VOTING Aye  
JOHN A. PAVESE VOTING Absent  
MELINDA S. MEDDAUGH VOTING Aye  
RYAN T. SCHOCK VOTING Aye

The order was thereupon declared duly adopted.

**Schedule "A"**

Sackett Lake Sewer District Ext. No. 6

August 2025

Beginning at a point, being the northeast corner of Tax map parcel 56.-1-32.54 and the southeast corner of tax map parcel 56.-1-46.1, said corner also being on the western boundary of Sackett Lake Road, County Route 45 (CR 45); Thence

1. Southerly, 125 feet more or less, along the western boundary Sackett Lake Road (CR 45), to a point, being the northeastern corner of tax map parcel 56.-1-32.51; thence
2. Westerly, 300.23 feet more or less along the northern boundary of tax map parcel 56.-1-32.51 a point; thence
3. Northerly, 125 feet more or less, along the boundary of tax map parcel 56.-1-46.1 to a point, said point; thence
4. Easterly, 300 feet more or less, along the southern boundary of tax map parcel 56.-1-46.1, to a point, said point being the southeastern corner of tax map parcel 56.-1-46.1, and being located on the western boundary of Old Sackett Road and also being the point of beginning; Containing 0.861 acres more or less.

RH/EG Pump #6

Sullivan County  
5 Lower Main St  
Callicoon, NY  
845-887-5200 Fax

Affidavit of

State of New York

SS:

County of Sullivan

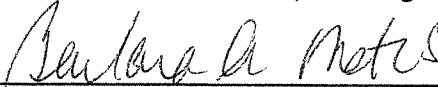
Legal Notice

I, Fred W. Stabbert, III, being duly sworn, depose and say: That I am the Publisher of the Sullivan County Democrat, a twice week newspaper of general circulation published in Callicoon, County of Sullivan, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in the Sullivan County Democrat 8/22/25



Fred W. Stabbert III

Sworn to before me this 22<sup>nd</sup> day of August, 2025



Barbara A. Matos

Notary Public, State of New York

No. #01MA6172971

Qualified in Sullivan County

My commission expires on August 20, 2027

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Thompson, Sullivan County, New York, will meet at the Town Hall, in Monticello, in said Town, on September 02, 2025, at 7:00 P.M., Eastern Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Consolidated Rock Hill/Emerald Green Sewer District, in said Town (the "District"), consisting of rehabilitation or replacement of sewer mains and manholes, lateral replacement and related site improvements, including incidental expenses in connection therewith, in said District, at an estimated maximum cost of \$4,900,000, at which time and place said Town Board will hear all persons interested in the subject thereof.

Such cost shall be annually apportioned, levied and collected in said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

An environmental analysis has been prepared on behalf of the District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and it has been determined that such increase and improvement of the facilities of said District will not result in any significant adverse environmental impacts.

Dated: Monticello, New York  
August 19, 2025

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF THOMPSON,  
SULLIVAN COUNTY, NEW YORK

Kelly M. Murran, Deputy Town Clerk

135859



**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 **August 19, 2025.**

**ROLL CALL:**

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

**DRAFT**

**Also Present:** Marilee J. Calhoun, Town Clerk  
Michael B. Mednick, Town Attorney  
Melissa DeMarmels, Town Comptroller  
Jill M. Weyer, Director of Community Development  
Glenn Somers, Parks & Recreation Superintendent  
Hayden Carnell, Highway Superintendent  
James Carnell, Director of Buildings, Planning & Zoning

**Present Via Zoom:** None

**Absent:** John A. Pavese, Councilman  
Kelly M. Murran, Deputy Town Clerk

**REGULAR MEETING – CALL TO ORDER**

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

**APPROVAL OF MINUTES:**

On a motion made by Councilman Mace and seconded by Councilman Schock the approval of the August 05<sup>th</sup>, 2025 Regular Town Board Meeting minutes were approved as presented.

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

**PUBLIC COMMENT:** There was no public comment.

**CORRESPONDENCE:**

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

- NYSDEC: Annual Compliance Inspection – Dillon Farms Sewer District – Satisfactory Rating

- Sullivan County IDA: Transition of EPR benefits to Monticello Raceway Management Inc. & Empire Resorts, Inc.
- NYS Dept. of Taxation and Finance: Check #09904145, Dated: 08/01/25 in the amount of \$601,259.54 – NYS Gaming Commission for Resorts World Catskill Casino Distribution 1st Quarter Payment
- Charter Communications
- Sullivan County General Fund Cannabis Revenue

## **AGENDA ITEMS:**

### **1) RESOLUTION TO ACCEPT & FILE AUDIT REPORT/FINANCIAL STATEMENTS FISCAL YEAR ENDING 12/31/2024 BY NUGENT & HAESSLER, P.C., CERTIFIED PUBLIC ACCOUNTANTS**

**The Following Resolution Was Duly Adopted: Res. No. 284 of the Year 2025.**

Resolved, that the Audit Report and Financial Statements of the Town of Thompson Fiscal Affairs for 01/01/2024 to 12/31/2024 prepared by Nugent & Haessler, P.C., Certified Public Accountants, hereby be accepted and filed with the Town Clerk. Further be it Resolved, that the Town Clerk hereby be directed to publish Notice of the Filing of the Report as required by law, forward copies to the Office of the State Comptroller, NYS Justice Court Administration, and maintain a copy on file in the Office of the Town Clerk.

Moved by: Councilwoman Meddaugh                      Seconded by: Councilman Mace

Vote: Ayes 4                      Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1                      Pavese

### **2B) SEQR DETERMINATION: ROCK HILL/EMERALD GREEN CONSOLIDATED SEWER DISTRICT PUMP STATION # 6**

**The Following Resolution Was Duly Adopted: Res. No. 285 of the Year 2025.**

At a regular meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 Route 42, Monticello, New York, on August 19, 2025

### **RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQR FOR EMERALD GREEN PUMP STATION #6 COLLECTION SYSTEM IMPROVEMENT PROJECT, WITHIN THE CONSOLIDATED ROCK HILL/EMERALD GREEN SEWER DISTRICT**

**WHEREAS**, the Town Board of the Town of Thompson declared itself lead agency pursuant to Resolution dated July 15, 2025 in connection with the coordinated review of the proposed unlisted action for the Emerald Green Pump Station #6 Collection System Improvement Project, within the Consolidated Rock Hill/Emerald Green Sewer District;

and

**WHEREAS**, a Full Environmental Assessment Form has been filed in connection with the proposed Project, a copy of which is attached hereto and made a part of this Resolution; and

**WHEREAS**, a public hearing shall be conducted in connection with the Project financing on September 2, 2025, for the aforementioned Project.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Thompson determines that there are no negative environmental impacts that would be caused as a result of the proceeding with the Emerald Green Pump Station #6 Collection System Improvement Project, within the Consolidated Rock Hill/Emerald Green Sewer District, with NYSEFC WIIA Grant; and

**FURTHER BE IT RESOLVED**, it is determined that the Town Board of the Town of Thompson makes a negative declaration with regard to any environmental impacts caused as a result of the proposed aforementioned Project.

Moved by: Councilman Scott S. Mace  
Seconded by: Councilman Ryan T. Schock  
Adopted the 19<sup>th</sup> day of August, 2025.

The members of the Town Board voted as follows:

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

**2A) SET DATE FOR PUBLIC HEARING – 09/02/2025: ROCK HILL/EMERALD GREEN CONSOLIDATED SEWER DISTRICT PUMP STATION # 6**

**The Following Resolution Was Duly Adopted: Res. No. 286 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 said Town, on August 19, 2025, at 7:00 o'clock P.M., Eastern Time.

**PRESENT:**

Hon. William J. Rieber, Jr.  
Supervisor

Hon. Melinda S. Meddaugh  
Councilperson

Hon. John A. Pavese  
Councilperson

Hon. Ryan T. Schock  
Councilperson

Hon. Scott S. Mace  
Councilperson

-----X  
: In the Matter of the Increase and Improvement :  
: of the Facilities of the Consolidated :  
: Rock Hill/ Emerald Green Sewer District :  
: in the Town of Thompson, Sullivan County : **ORDER CALLING PUBLIC HEARING**  
: :  
: :  
-----X

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has had under consideration the increase and improvement of the facilities of the Consolidated Rock Hill/Emerald Green Sewer District, in said Town (the "District"), consisting of rehabilitation or replacement of sewer mains and manholes, lateral replacement and related site improvements, including incidental expenses in connection therewith; and;

WHEREAS, the District is each located entirely within said Town; and

WHEREAS, the Town Board of said Town has duly caused MHE Engineering, D.P.C. to prepare a map, plan and report, including an estimate of cost, dated June 27, 2025, relating to said increase and improvement of facilities in said Emerald Green and Rock Hill Sewer Districts, which describes details of the project and the expected costs to be paid by property owners in each Benefitted Sewer District; and



WHEREAS, such expected costs are projections, are subject to various contingencies and, pursuant to law, may be further adjusted by the annual apportionment of such costs by the Town Board between the District; and

WHEREAS, the estimated maximum cost of such increase and improvement of facilities is determined to be \$4,900,000; and

WHEREAS, to the extent not paid from user charges, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the District after taking into account the annual apportionment of such cost between the District pursuant to Section 202-b paragraph 4 of the Town Law, in the manner provided by law, in an amount sufficient to pay the principal and interest on bonds, notes or other obligations issued to finance such cost as the same become due; and

WHEREAS, an environmental analysis was previously prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and it has been determined that such increase and improvement of the facilities of said District and use will not result in any significant environmental effects; and

WHEREAS, it is now desired to call a public hearing on said proposed increase and improvement of facilities and the map, plan and report, including estimate of cost pursuant to Section 202-b of the Town Law;

NOW, THEREFORE, BE IT

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

Section 1. A meeting of the Town Board of the Town of Thompson, Sullivan County, New York, will be held at the Town Hall, in Monticello, in said Town, on September 02, 2025, at 7:00 P.M., Eastern Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of said District in said Town, and the plan and report, including estimate of cost, at which time and place said Town Board will hear all persons interested in the subject thereof.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published in the Sullivan County Democrat, a newspaper having general circulation in said Town, and posted in the manner prescribed by law, which notice shall be in substantially the following form, to-wit:

Section 3. This order shall take effect immediately.

#### NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Thompson, Sullivan County, New York, will meet at the Town Hall, in Monticello, in said Town, on September 02, 2025, at 7:00 P.M., Eastern Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Consolidated Rock Hill/Emerald Green Sewer District, in said Town (the "District"), consisting of rehabilitation or replacement of sewer mains and manholes, lateral replacement and related site improvements, including incidental expenses in connection therewith, in said District, at an estimated maximum cost of \$4,900,000, at which time and place said Town Board will hear all persons interested in the subject thereof.

Such cost shall be annually apportioned, levied and collected in said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

An environmental analysis has been prepared on behalf of the District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and it has been determined that such increase and improvement of the facilities of said District will not result in any significant adverse environmental impacts.

Dated: Monticello, New York  
August 19, 2025

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF THOMPSON,  
SULLIVAN COUNTY, NEW YORK

---

Kelly M. Murran, Deputy Town Clerk

Motion by: Councilman Mace

Seconded by: Councilman 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., Supervisor

VOTING      Aye

Melinda S. Meddaugh, Councilperson

VOTING      Aye

**Town Board Meeting  
August 19, 2025  
Page 7 of 21**

John A. Pavese, Councilperson	VOTING	Absent
Ryan T. Schock, Councilperson	VOTING	Aye
Scott S. Mace, Councilperson	VOTING	Aye

The order was thereupon declared duly adopted.

### **3) SACKETT LAKE SEWER EXTENSION NO. 06 – ARI JACOBS**

#### **A) ACCEPT MAP, PLAN & REPORT**

**The Following Resolution Was Duly Adopted: Res. No. 287 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby accepts the Map, Plan & Report completed by MHE Engineering, D.P.C. Professional Engineers on behalf of the Town for Thompson Sackett Lake Sewer Extension No. 06, Dated: 08/01/2025.

Moved by: Councilman Mace                      Seconded by: Councilwoman Meddaugh

Vote: Ayes 4                      Rieber, Schock, Meddaugh and Mace

Nays 0

Absent 1 Pavese

#### **B) SET DATE FOR PUBLIC HEARING-09/02/2025**

**The Following Resolution Was Duly Adopted: Res. No. 288 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, on the 19<sup>th</sup> day of **August**, 2025, at 7:00 o'clock P.M., Prevailing Time.

#### **PRESENT:**

WILLIAM J. RIEBER, JR., Supervisor  
 SCOTT S. MACE, Councilman  
 MELINDA S. MEDDAUGH, Councilwoman  
 RYAN T. SCHOCK, Councilman

-----X

In the Matter of

Proposed Extension No. 6 of the **SACKETT LAKE**

**SEWER DISTRICT** in the Town of

Thompson, Sullivan County, New York.

-----X



**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 #6 of the Sackett Lake Sewer District within said Town, to serve the area more particularly described in Schedule "A" 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 August 01, 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 Sackett Lake Sewer District, as extended, consists of providing a means by which Ari Jacobs (T/O Thompson Tax Map Parcel #56-1-32.54) may dispose of sewage by becoming part of the said Sackett Lake 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 landowner, namely, Ari Jacobs, and

**WHEREAS**, the annual average cost for a typical single-family residence with four (4) bedrooms would be *Six Hundred Twenty-Nine and 60/100 (\$629.60) 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 Sackett Lake 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 2<sup>nd</sup> day of September, 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.

Motion 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 S. MACE	VOTING	Aye
JOHN A. PAVESE	VOTING	Absent

MELINDA S. MEDDAUGH

VOTING

Aye

RYAN T. SCHOCK

VOTING

Aye

The order was thereupon declared duly adopted.

## SCHEDULE " A "

Sackett Lake Sewer District Ext. No. 6

August 2025

Beginning at a point, being the northeast corner of Tax map parcel 56.-1-32.54 and the southeast corner of tax map parcel 56.-1-46.1, said corner also being on the western boundary of Sacket Lake Road, County Route 45 (CR 45); Thence

1. Southerly, 125 feet more or less, along the western boundary Sackett Lake Road (CR 45), to a point, being the northeastern corner of tax map parcel 56.-1-32.51; thence
2. Westerly, 300.23 feet more or less along the northern boundary of tax map parcel 56.-1-32.51 a point; thence
3. Northerly, 125 feet more or less, along the boundary of tax map parcel 56.-1-46.1 to a point, said point; thence
4. Easterly, 300 feet more or less, along the southern boundary of tax map parcel 56.-1-46.1, to a point, said point being the southeastern corner of tax map parcel 56.-1-46.1, and being located on the western boundary of Old Sackett Road and also being the point of beginning; Containing 0.861 acres more or less.



**4) MELODY LAKE WELLHOUSE IMPROVEMENT PROJECT:**

**A) APPROVE & AUTHORIZE – MHE ENGINEERING INV # 23581**

**\$5,019.60**

**The Following Resolution Was Duly Adopted: Res. No. 289 of the Year 2025.**

**MHE Engineering**

**\$5,019.60 Total Cost**

Invoice # 23581 – Project 22-723 Melody Lake Improvements for Services through 06/30/2025

Moved by: Councilman Mace

Seconded by: Councilman Schock

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

Nays 0

Absent 1 Pavese

**B) APPROVE & AUTHORIZE - MILLER HYDROGEOLOGIC INC.**

**APPLICATION FOR PAYMENT – INV# 25-012 - \$14,321.99**

**The Following Resolution Was Duly Adopted: Res. No. 290 of the Year 2025**

Resolved, that the application for Payment in the amount of \$14,321.99 with Miller Hydrogeologic Inc., Invoice # 25-012 for the Melody Lake Wellhouse Improvement Project hereby be approved and the Town Supervisor hereby be authorized to execute said application for payment.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Schock

Vote: Ayes 4 Rieber, Schock, Meddaugh and Mace

Nays 0

Absent 1 Pavese

**C) APPROVE & AUTHORIZE - RURAL DEVELOPMENT PROJECT - USDA FORM E FOR PAYMENT #2 \$19,341.59**

**The Following Resolution Was Duly Adopted: Res. No. 291 of the Year 2025.**

Resolved, that the application for Payment # 3 in the amount of \$19,341.59 with Rural Development Project – USDA Form E for the Melody Lake Wellhouse Improvement Project hereby be approved and the Town Supervisor hereby be authorized to execute said project budget/cost certification for payment.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Mace

Vote: Ayes 4 Rieber, Schock, Meddaugh and Mace

Nays 0

Absent 1 Pavese

**5) FRASER RESORT/GIBBER HOLDINGS AGREEMENTS:**  
**(JK EXPEDITING, LLC.)**

**A) WATER WORKS AGREEMENT**

**The Following Resolution Was Duly Adopted: Res. No. 292 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby approves and authorizes the Town Supervisor to execute and enter into the agreement between the Town of Thompson and YJ Estates, LLC. for the formation of Gibber Holdings/Fraser Resort Water Works Corp.

Moved by: Councilman Mace      Seconded by: Councilman Schock

ROLL CALL

WILLIAM J. RIEBER, JR., SUPERVISOR	VOTING	AYE
MELINDA S. MEDDAUGH, COUNCILWOMAN	VOTING	AYE
JOHN A. PAVESE, COUNCILMAN	VOTING	ABSENT
RYAN T. SCHOCK, COUNCILMAN	VOTING	AYE
SCOTT S. MACE, COUNCILMAN	VOTING	AYE

**B) SEWER WORKS AGREEMENT**

**The Following Resolution Was Duly Adopted: Res. No. 293 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby approves and authorizes the Town Supervisor to execute and enter into the agreement between the Town of Thompson and YJ Estates, LLC. for the formation of Gibber Holdings/Fraser Resort Sewer Works Corp.

Moved by: Councilman Schock      Seconded by: Councilwoman Meddaugh

ROLL CALL

WILLIAM J. RIEBER, JR., SUPERVISOR	VOTING	AYE
MELINDA S. MEDDAUGH, COUNCILWOMAN	VOTING	AYE
JOHN A. PAVESE, COUNCILMAN	VOTING	ABSENT
RYAN T. SCHOCK, COUNCILMAN	VOTING	AYE
SCOTT S. MACE, COUNCILMAN	VOTING	AYE

**C) DEVELOPERS AGREEMENT**

**The Following Resolution Was Duly Adopted: Res. No. 294 of the Year 2025.**

Resolved, that the Town Board hereby approves the Developer's Agreement between YJ Estates, LLC. and the Town of Thompson for the Fraser Resort Project on Ranch Road, Thompsonville for site, restoration and infrastructure work. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute said agreement as presented. A fully executed copy will be filed in the Town Clerk's Office and available for review upon request.

Motion by: Councilwoman Meddaugh      Seconded by: Councilman Mace

Vote:      Ayes 4      Rieber, Meddaugh, Schock and Mace

Nays 0

Absent 1      Pavese

**6) HAMASPIK RESORT MODIFICATION: REVISED LAYOUT FOR KOLOSHITZ WAY, ROCK HILL, NY SBL#'s 35.-1-6, 35.-7.1, 35.-7.2, & 35.-7.4**

**The Following Resolution Was Duly Adopted: Res. No. 295 of the Year 2025.**

Resolved, that upon the revised request of Hamaspik Resort and approval of the Sullivan County Information Technology Services Systems the (1) roadway located within the private community known as Hamaspik Resort is adopted as indicated on the provided **REVISED** map hereby be named as follows: Koloshitz Way, Rock Hill, NY, **SBL # 's 35.-1-6, 35.-7.1, 35.-7.2, & 35.-7.4.** Further Be It Resolved, that the Town Clerk is hereby directed to notify the Sullivan County E911 Control Center of said change and request that all property owners/residents hereby be notified accordingly.

Motion by: Councilwoman Meddaugh                      Seconded by: Councilman Schock

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

Nays 0

Absent 1                      Pavese

**7) ROTARY REQUEST: USE TOWN HALL PARKING LOT FOR FOOD DRIVE – SATURDAY 9/20/25**

**The Following Resolution Was Duly Adopted: Res. No. 296 of the Year 2025.**

Resolved, that the Monticello Rotary Club hereby be authorized to utilize the Town Hall Parking Lot for the purpose of sponsoring/holding a Food Drive to be held on Saturday, September 20<sup>th</sup>, 2025.

Moved by: Councilman Mace                      Seconded by: Councilman Schock

Vote: Ayes 4                      Rieber, Schock, Meddaugh and Mace

Nays 0

Absent 1                      Pavese

**8) REVIEW & AWARD BIDS: DIESEL, #2 HEATING FUEL, KEROSENE, & GASOLINE OPENED 07/31/2025 AT 2PM (1 YEAR CONTRACT WITH OPTION OF 1 YEAR EXTENSION)**

The Town opened bids for Diesel Fuel, #2 Fuel Oil, Kerosene and Unleaded Gasoline, which were opened and read on 07/31/2025 at 2PM. A copy of the bid results was provided to the Town Board for their review. There were (3) bids received in as follows:

1) County Petroleum Products, Inc.

**Undyed Ultra Low Sulfur Diesel**

Journal Price per Gallon \$2.6472

Bid per Gallon over Journal (+.25)

Total Bid \$2.8972

**#2 Fuel Oil**

Journal Price per Gallon \$2.62265

Bid per Gallon over Journal (+.25)

Total Bid \$2.87265

**Kerosene**

Journal Price per Gallon \$3.018

Bid per Gallon over Journal (+.75)  
Total Bid \$3.768

**Unleaded Gasoline**

Journal Price per Gallon \$2.09625  
Bid per Gallon over Journal (+.30)  
Total Bid \$2.39625

2) Jus-Sar Fuel, Inc. dba Black Bear Fuel & Resnick Energy \*

**Undyed Ultra Low Sulfur Diesel**

Journal Price per Gallon \$2.6472  
Bid per Gallon over Journal (+.248)  
Total Bid \$2.8952

**#2 Fuel Oil**

Journal Price per Gallon \$2.6227  
Bid per Gallon over Journal (+.277)  
Total Bid \$2.8997

**Kerosene**

Journal Price per Gallon \$3.018  
Bid per Gallon over Journal (+.75)  
Total Bid \$3.768

**Unleaded Gasoline**

Journal Price per Gallon \$2.0963  
Bid per Gallon over Journal (+.248)  
Total Bid \$2.3443

3) Mirabito Energy Products

**Undyed Ultra Low Sulfur Diesel**

Journal Price per Gallon \$2.6472  
Bid per Gallon over Journal (+.1670)  
Total Bid \$2.8142

**#2 Fuel Oil**

Journal Price per Gallon \$2.6227  
Bid per Gallon over Journal (+.1760)  
Total Bid \$2.7987

**Kerosene**

Journal Price per Gallon \$3.0180  
Bid per Gallon over Journal (+.3600)  
Total Bid \$3.3780

**Unleaded Gasoline**

Journal Price per Gallon \$2.0963  
Bid per Gallon over Journal (+.2776)  
Total Bid \$2.3239

Highway Superintendent Hayden Carnell reviewed all bids and is recommending that the bid for all (4) Fuel Products be awarded to Jus-Sar Fuel, Inc. (DBA Black Bear Fuel). Jus-Sar Fuel, Inc. (DBA Black Bear Fuel) is the second lowest bidder.



Superintendent Carnell said that the low bidder does not meet the bid specifications requiring a facility within the appropriate distance.

**The Following Resolution Was Duly Adopted: Res. No. 297 of the Year 2025.**

Resolved, that the bid of Jus-Sar Fuel, Inc. dba Black Bear Fuel and Resnick Energy for Diesel Fuel, #2 Fuel Oil, Unleaded Gasoline and Kerosene, in the amount as per the attached, is hereby accepted, and the Town Clerk is hereby directed to notify the successful bidder of the award thereof.

Motion by: Councilman Schock                      Seconded by: Councilwoman Meddaugh

Vote: Ayes 4                      Rieber, Schock, Meddaugh and Mace

Nays 0

Absent 1                      Pavese

**9) THOMPSON DRAFT COMPREHENSIVE PLAN: SET DATE FOR PUBLIC HEARING, 09/16/2025**

A draft timeline was presented for the adoption of the Updated Comprehensive Plan. The next step is to accept the Draft Plan and set a public hearing to receive comments on the Draft. Ms. Budrock of Delaware Engineering will be present at the 09/16/2025 Town Board Meeting to present the Draft.

**The Following Resolution Was Duly Adopted: Res. No. 298 of the Year 2025.**

TO BE IMPORTED

Motion by: Councilwoman Meddaugh                      Seconded by: Councilman Mace

Vote: Ayes 4                      Rieber, Schock, Meddaugh and Mace

Nays 0

Absent 1                      Pavese

**10) AUTHORIZE APPLICATION TO NY SWIMS ROUND 2 GRANT PROGRAM**

Governor Hochul announced the availability of \$53 million for a second round of New York Statewide Investment in more Swimming (NY Swims) to construct, renovate, or improve swimming pools statewide.

**The Following Resolution Was Duly Adopted: Res. No. 299 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby authorizes completion and submittal of an 80%/20% Matching Grant Application to the NYS Office of Parks, Recreation & Historic Preservation and the Dormitory Authority of the State of New York for grant funding through the NY Statewide Investment in More Swimming (NY Swims) Program towards installation of a new pool located at the East Mongaup River Town Park and

Be It Resolved, that the Town Board commits to using Park Fees and In-Kind Services to complete the project and commit to the \$500,000.00 local match as required by the grant and

Page 18 of 21

**Winter Equipment Company****\$13,595.03 Total Cost**

Invoice # 64273 – For snow plow edges, purchased before annual price increase.

Moved by: Councilman Mace

Seconded by: Councilman Schock

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

Nays 0

Absent 1 Pavese

**The Following Resolution Was Duly Adopted: Res. No. 305 of the Year 2025.****Robert Green****\$60,747.00 Total Cost**

Invoice # 048482 – For New Chevy Express Van with Utility Body.

Moved by: Councilman Mace

Seconded by: Councilman Schock

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

Nays 0

Absent 1 Pavese

**12) BUDGET TRANSFERS & AMENDMENTS**

There were no budget transfers and amendments.

**13) ORDER BILLS PAID****The Following Resolution Was Duly Adopted: Res. No. 306 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.<sup>1</sup>

Moved by: Councilwoman Meddaugh Seconded by: Councilman Schock

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

Nays 0

Absent 1 Pavese

**OLD BUSINESS:****APPOINTMENT: TOWN ASSESSOR – ANTHONY J. REIN****The Following Resolution Was Duly Adopted: Res. No. 307 of the Year 2025.**

Resolved, that Anthony J. Rein hereby be appointed to the position of Sole Assessor to fill the unexpired term of Van B. Krzywicki for the term ending 09/30/2025, according to NYS Municipal Law subject to all necessary certifications and qualifications set forth by NYS Office of Real Property Tax Services.

Motion by: Councilman Schock

Seconded by: Councilwoman Meddaugh

Vote: Ayes 4 Rieber, Schock, Meddaugh and Mace

Nays 0

Absent 1 Pavese

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

- No additional items reported upon.

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<sup>1</sup> ATTACHMENT: ORDER BILLS PAID

**Councilwoman Meddaugh**

- **MONTICELLO ELKS - REQUESTING USE OF THE EAST MONGAUP RIVER PARK FOR A SOCCER FALL SHOOT OUT EVENT**

**The Following Resolution Was Duly Adopted: Res. No. 308 of the Year 2025.**

Resolved, that the Monticello Elks Club hereby be authorized to utilize the East Mongaup River Park for the purpose of sponsoring/holding a Soccer Shoot Out Event subject to receipt of the appropriate Certificates of Insurance and scheduling.

Moved by: Councilman Schock    Seconded by: Councilman Mace

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

Nays 0

Absent 1            Pavese

**Comptroller DeMarmels**

- The current water billing program is BAS which was purchased by Edmunds Gov Tech. Edmunds is no longer going to support BAS. They have a new billing system called MCSJ. Director Weyer and Superintendent Messenger looked at another billing program called MuniBilling which she has not yet reviewed. However, so far Comptroller DeMarmels believes the MJSC program will be more cost effective and an easier conversion. The Town currently has approximately 200 water billing customers, but it could expand in the future. Down the line, Edmunds will be changing their financial program as well. This would also make a smoother transition.

**WATER BILLING SOFTWARE PURCHASE – MJSC SOFTWARE**

**The Following Resolution Was Duly Adopted: Res. No. 309 of the Year 2025.**

Resolved, that the Town will authorize the purchase of the MJSC Software Program from Edmunds GovTech at a cost of \$7,400.00.

Moved by: Councilman Schock    Seconded by: Councilman Mace

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

Nays 0

Absent 1            Pavese

**PUBLIC COMMENT**

Richard Blackburn, Brittani Blackburn, Charles Brasington, and Heather Walsh were present regarding the parking and safety issues on the end of Katrina Falls Road near the Neversink Unique Area Access Point. There was a recent incident that occurred on Mr. and Mrs. Blackburn's property where a car hit a tree in their front yard. They also said there were many other instances as well. The Blackburn's stated that parking and speeding is an ongoing issue posing a safety concern. The Town has signage posted, but it is not helping. Superintendent Carnell provided a permission letter to the Sheriff's Dept to tow away vehicles. Superintendent Carnell said he will contact the Sheriff's Department for the Daily Towing List and ask the Towing companies drive through the



area. Mr. Brasington said that safety issue concerns both the residents and other visitors to the area and recommended a flashing speed limit sign.

Supervisor Rieber reached out to the Sheriff's Department and the DEC Region 9.

Attorney Mednick said based on what he is hearing the issue is enforcement which is done by the County Sheriff's Department. Councilwoman Meddaugh suggested that the Town write a letter to the County stating the need for more law enforcement presence at this area. She also said that another idea could be to have some type of peace officer hired by the Town to issue parking tickets. Attorney Mednick said this is something he can look into if the Town would like. It was suggested that the Blackburn's attend a public safety meeting at the County Government Center on 09/04/2025, 10AM and other County legislative meetings to voice their concern as well.

### **ADJOURNMENT**

On a motion made by Councilman Schock and seconded by Councilwoman Meddaugh the meeting was adjourned at 8:03PM. All board members voted in favor of adjourning the meeting.

**Respectfully Submitted By:**

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**Kelly M. Murran, Deputy Town Clerk**

C-1



**REGION 2**

NEW YORK, N.Y. 10007

August 21, 2025

**Via Electronic Mail To: - Supervisor@ThompsonNY.gov**

William J. Rieber, Jr., Supervisor  
Thompson (T)  
4052 St Route 42, Town Hall  
Monticello, NY 12701

**Re: Notice of Significant Non-Compliance  
Consolidated Rock Hill/Emerald Green Sd  
SPDES Tracking ID No. NY0035645**

Dear Supervisor Rieber, Jr.:

Based on data reported to the United States Environmental Protection Agency (EPA) and reflected in the EPA's national data system, your facility is currently in **Significant Non-Compliance (SNC)** due to the following exceedance(s) of the effluent limit(s) in your New York State Department of Environmental Conservation (NYSDEC) State Pollutant Discharge Elimination System (SPDES) permit, NY0035645:

Violation Date(s)	Outfall(s)	Parameter(s)
2/2025	001-A	Nitrogen, ammonia total (as N)
3/2025	001-A	Nitrogen, ammonia total (as N)

This notice is strictly addressing SNC effluent violation reporting over the last two (2) quarters and may not include all schedule or other effluent violations.

As part of its core compliance monitoring program, EPA works with all state programs, including NYSDEC, to address facilities in SNC. Our first step in this process as it relates to your facility is to make sure you are aware of your violations and to ask for explanations of why the violations are occurring and what you are doing to correct the violations and return to compliance with your permit. For additional information on SNC, please see: <https://www.epa.gov/enforcement/memorandum-revision-npdes-significant-noncompliance-snc-criteria-address-violations-non> or <https://echo.epa.gov/resources/general-info/echo-faq>.

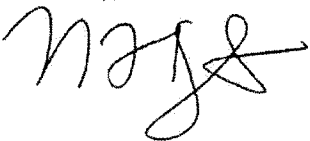
Therefore, we are asking you to respond to EPA in writing within **thirty (30) days**, describing the cause(s) of the violations, as well as the actions you have taken or will take to address the violations. Under 6 NYCRR Part 750-2.7(e), you may have provided a Report of Noncompliance Event to NYSDEC, which you may use as a guide for your response with additional details or updates appended.

Please submit your response to me electronically at [kraft.nicole@epa.gov](mailto:kraft.nicole@epa.gov) with a copy to [palmrosekrieger.christina@epa.gov](mailto:palmrosekrieger.christina@epa.gov). Please also submit a copy of your response to the NYSDEC Regional Office (Manju Cherian and Meena George, Regional Water Engineer, NYSDEC Region 3, at [Manju.Cherian@dec.ny.gov](mailto:Manju.Cherian@dec.ny.gov); [Meena.George@dec.ny.gov](mailto:Meena.George@dec.ny.gov)) and to the NYSDEC Central Office (Edward Hampston, Director, Bureau of Water Compliance Programs, at [edward.hampston@dec.ny.gov](mailto:edward.hampston@dec.ny.gov)). If you believe the data was reported in error, please provide an appropriate amendment to your Discharge Monitoring Reporting (DMR).

Please also note that this is a separate initiative by EPA in working with state programs to address SNC. Your response to this notice does not relieve you of any requirements established by NYSDEC, your permit, or Part 750 regulations, and you must continue to comply with these requirements. If you have been working with NYSDEC to address these violations, please continue to do so, or you may wish to re-evaluate your previous response. NYSDEC may take separate compliance or enforcement action regarding these violations, or EPA may take further action in consultation with NYSDEC.

Should you have any questions concerning this letter, please contact your Regional NYSDEC office, or feel free to contact Ms. Christina Palmrose-Krieger of my staff at (212) 637-4049 or [palmrosekrieger.christina@epa.gov](mailto:palmrosekrieger.christina@epa.gov). If you would like to review your facility's compliance history in EPA's data system, you can enter and search with your permit number at: <https://echo.epa.gov>. If there is anything you feel we can help you with, please let us know.

Sincerely,



Nicole Foley Kraft, Acting Manager  
Water Compliance Branch

cc (via email):

Mr. Ed Hampston, P.E., Director, Bureau of Water Compliance Programs, Div. of Water, NYSDEC,  
[Edward.Hampston@dec.ny.gov](mailto:Edward.Hampston@dec.ny.gov)

Mr. Don E. Tuxill, P.E., Chief, Upstate Compliance Section, Bureau of Water Compliance Programs, Div. of Water, NYSDEC, [Don.Tuxill@dec.ny.gov](mailto:Don.Tuxill@dec.ny.gov)

Mr. Ryan P. Waldron, P.E., Chief, Metropolitan Compliance Section, Bureau of Water Compliance Programs, Div. of Water, NYSDEC, [Ryan.Waldron@dec.ny.gov](mailto:Ryan.Waldron@dec.ny.gov)

Ms. Manju Cherian, P.E., Regional Water Engineer, NYSDEC Region 3 New Paltz Office,  
[Manju.Cherian@dec.ny.gov](mailto:Manju.Cherian@dec.ny.gov)

Ms. Meena George, P.E., Regional Water Engineer, NYSDEC Region 3 White Plains Office,  
[Meena.George@dec.ny.gov](mailto:Meena.George@dec.ny.gov)



**Town of Thompson**  
**Water & Sewer Department**

Michael Messenger, Superintendent  
Keith Rieber, Assistant Superintendent

August 22, 2025

Via Electronic Mail To: [kraft.nicole@epa.gov](mailto:kraft.nicole@epa.gov)

Nicole Foley Kraft, Acting Manager  
Water Compliance Branch

Re: Response to Notice of Significant Non-Compliance  
Consolidated Rock Hill/Emerald Green SD  
SPDES Permit NY0035645

Dear Acting Manager Kraft,

In response to your letter regarding the Significant Non-Compliance (SNC) due to the exceedances of the effluent limits in our New York State Department of Environmental Conservation (NYSDEC) State Pollutant Discharge Elimination System (SPDES) permit, NY0035645.

The causes of the Nitrogen, ammonia total (as N) violations specified were due to chronic over wasting of Activated Sludge from the Sequencing Batch Reactor (SBR) basins. Our daily operations include using a Mixed Liquor Suspended Solids (MLSS) meter to test the MLSS of each basin daily. A failing MLSS meter provided erroneously high results. The MLSS meter, despite repeated calibration attempts, consistently drifted, leading to inaccurate readings. The MLSS meter results caused operators to waste more in an attempt to lower the solids in the aeration basin.

Due to the low Solids Retention Time (SRT) of the SBR, Nitrification was inhibited. Once the issue was identified, daily wasting was halted in an attempt to increase SRT. The low SRT coupled with the cold average temperature (below 45°F) of the SBR basins severely reduced the ability of nitrifying bacteria to adequately remove nitrogen.

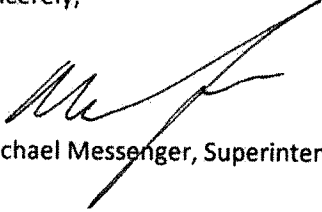
Lowered wasting rates coupled with warmer temperatures in April (above 50°F) allowed the plant to regain compliance with the SPDES permit for nitrogen, ammonia (as N).

Shift Operators at the plant were retrained in our wasting procedures to ensure an adequate SRT in the SBR basins. A guide was also developed to allow operators to use available data to calculate wasting rates.

If you have any further questions, please feel free to contact me at (845) 7964-5280 ext. 104 or [mmessenger@thompsonny.gov](mailto:mmessenger@thompsonny.gov).

*This institution in an equal opportunity provider and employer.*  
4052 State Route 42, Monticello, NY 12701 | Ph: 845.794.5280 | [Thompsonny.gov](http://Thompsonny.gov)

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Messenger', with a long, sweeping horizontal stroke extending to the right.

Michael Messenger, Superintendent

cc (via email):

Mr. William J. Rieber, Jr., Supervisor, Town of Thompson,  
supervisor@thompsonn.gov

Ms. Christina Palmrose-Krieger, Water Compliance Branch, EPA Region 2,  
palmrosekrieger.christina@epa.gov

Ms. Manju Cherian, P.E., Regional Water Engineer, NYSDEC Region 3 New Paltz Office,  
Manju.Cherian@dec.ny.gov

Ms. Meena George, P.E., Regional Water Engineer, NYSDEC Region 3 White Plains Office,  
Meena.George@dec.ny.gov

Mr. Ed Hampston, P.E., Director, Bureau of Water Compliance Programs, Div. of Water, NYSDEC,  
Edward.Hampston@dec.ny.gov

**County of Sullivan****MORTGAGE TAX**100 North Street, P.O. Box 5012  
Monticello, N.Y. 12701JP. MORGAN CHASE MONTICELLO  
ST JOHNS STREET  
MONTICELLO, NY 12701Check  
Number**3448**

C-2

Vendor Number	Check Date	Check Amount
3020	08/15/2025	\$235,950.55

Two Hundred Thirty-Five Thousand Nine Hundred Fifty and 55/100 Dollars\*\*\*\*\*

## Pay To The Order Of

3020  
TOWN OF THOMPSON  
4052 ROUTE 42  
MONTICELLO, NY 12701*Nancy Buck*

County Treasurer

DOCUMENT INCLUDES A HIDDEN WORD. DO NOT CASH IF THE WORD VOID IS VISIBLE. ALSO INCLUDES AN ORIGINAL WATERMARK

⑈3448⑈ ⑆022300173⑆ 789795408⑈

**County of Sullivan - MORTGAGE TAX**

P.O. Box 5012 Monticello, N.Y. 12701

INVOICE DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT
08/15/2025	TREAS08152515	MORTGAGE TAX 2ND QTR 2025 PO# G/L Account: TA-00058-00237	235,950.55

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
3020	TOWN OF THOMPSON	3448	08/15/2025	\$235,950.55



Town of Thompson  
General Ledger Detail Transaction Report  
Fiscal Year 2025

Account Number	Account Description	AM	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Enc/Liq	Act Exp
A000.3005.000	MORTGAGE TAX									
YEAR FORWARD BALANCE										
Rebuild BY Journal										
		1	1/1/2025	BY1-1	Mth 1 Total	(\$250,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
						(\$250,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
Mortgage tax - Q1		4	4/30/2025	CR116168	County ck# 3427	\$0.00	\$0.00	\$169,744.95	\$0.00	\$0.00
					Mth 4 Total	\$0.00	\$0.00	\$169,744.95	\$0.00	(\$169,744.95)
YTD Total for A000.3005.000	MORTGAGE TAX					(\$250,000.00)	\$0.00	\$169,744.95	\$0.00	(\$169,744.95)
Total for Fund A000						(\$250,000.00)	\$0.00	\$169,744.95	\$0.00	(\$169,744.95)
Grand Total						(\$250,000.00)	\$0.00	\$169,744.95	\$0.00	(\$169,744.95)

+ 239,505.15  
405,695.15





Town of Thompson  
General Ledger Detail Transaction Report  
Fiscal Year 2024

Account Number	Account Description	AM	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Enc/Liq	Act Exp
A000.3005.000	MORTGAGE TAX									
YEAR FORWARD BALANCE										
Rebuild BY Journal			1/1/2023	BY1-1			\$0.00	\$0.00	\$0.00	\$0.00
		1			Mth 1 Total	(\$250,000.00)				
						(\$250,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
Mortgage tax - Q1		5	5/20/2024	CR114487	County ck# 3343	\$0.00	\$0.00	\$147,766.53	\$0.00	\$0.00
					Mth 5 Total	\$0.00	\$0.00	\$147,766.53	\$0.00	(\$147,766.53)
Mortgage tax - Q2		9	9/30/2024	CR115130	County ck# 3364	\$0.00	\$0.00	\$333,311.07	\$0.00	\$0.00
					Mth 9 Total	\$0.00	\$0.00	\$333,311.07	\$0.00	(\$333,311.07)
Mortgage tax		10	10/28/2024	CR115244	County ck# 3385	\$0.00	\$0.00	\$141,474.78	\$0.00	\$0.00
					Mth 10 Total	\$0.00	\$0.00	\$141,474.78	\$0.00	(\$141,474.78)
Budget Transfers & Amendments - Town Board Meeting 11/07/2024		11	11/7/2024	BE115281		(\$372,550.00)	\$0.00	\$0.00	\$0.00	\$0.00
					Mth 11 Total	(\$372,550.00)	\$0.00	\$0.00	\$0.00	\$0.00
MORTGAGE TAX		12	12/31/2024	BE115938	Budget Transfers & Amendments	(\$165,200.00)	\$0.00	\$0.00	\$0.00	\$0.00
Year End Revenue Accruals		12	12/31/2024	JE115986	4th Qtr Mortgage Tax	\$0.00	\$0.00	\$165,200.79	\$0.00	\$0.00
					Mth 12 Total	(\$165,200.00)	\$0.00	\$165,200.79	\$0.00	(\$165,200.79)
YTD Total for A000.3005.000	MORTGAGE TAX					(\$787,750.00)	\$0.00	\$787,753.17	\$0.00	(\$787,753.17)
Total for Fund A000						(\$787,750.00)	\$0.00	\$787,753.17	\$0.00	(\$787,753.17)
Grand Total						(\$787,750.00)	\$0.00	\$787,753.17	\$0.00	(\$787,753.17)

# State of New York

REMITTANCE ADVICE for CHECK NO. 10612078

A

C-3

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

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
OSC01 Office of State Comptroller	866/321-8503	LMA2410	LGT2410	08/06/25	3,332.00

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

Non-Negotiable

Check Total

\$3,332.00

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

DETACH HERE BEFORE CASHING



PLEASE CASH WITHIN 180 DAYS

09985899

\$3,332.00

State of New York

DEPARTMENT OF TAXATION AND FINANCE  
DIVISION OF THE TREASURY

AUGUST 12, 2025

OSC01

Check No. 10612078

29-55  
213

KNOW YOUR ENDORSER

Pay to the  
Order of:

THOMPSON TOWN OF

\$3,332.00

*Thomas P. DiNapoli*  
Thomas P. DiNapoli  
State Comptroller

KeyBank N.A.

*Amanda Hiller*  
Amanda Hiller  
Acting Commissioner, Taxation and Finance

⑈ 10612078 ⑈ ⑆021300556⑆ 320993202789⑈

**SFY 2025-26 Aid and Incentives for Municipalities (AIM) and Temporary Municipal Assistance Funding - Towns and Villages**

OSC Municode	Municipality	County	Class	AIM <sup>(3)</sup>		TMA <sup>(3)</sup>	
				Enacted Budget AIM Payment (\$)	Allocation of TMA (\$)	Total Amount of AIM and TMA to be Distributed in SFY 2025-26 (\$)	
470442104380	Village of Saltaire	Suffolk	Village	2,726	191	2,917	
470409604570	Village of Shoreham	Suffolk	Village	4,734	331	5,065	
470478704690	Village of Southampton	Suffolk	Village	23,284	1,629	24,913	
470478005080	Village of The Branch	Suffolk	Village	6,888	482	7,370	
470478705315	Village of West Hampton I	Suffolk	Village	5,821	407	6,228	
470478705310	Village of Westhampton B	Suffolk	Village	11,593	811	12,404	
480307000000	Town of Bethel	Sullivan	Town	45,726	3,199	48,925	
480311100000	Town of Callicoon	Sullivan	Town	12,326	862	13,188	
480317900000	Town of Cohecton	Sullivan	Town	29,602	2,071	31,673	
480322600000	Town of Delaware	Sullivan	Town	14,429	1,009	15,438	
480328100000	Town of Fallsburg	Sullivan	Town	70,888	4,959	75,847	
480329300000	Town of Forestburgh	Sullivan	Town	136,731	9,565	146,296	
480330500000	Town of Fremont	Sullivan	Town	6,063	424	6,487	
480339100000	Town of Highland	Sullivan	Town	69,740	4,879	74,619	
480346700000	Town of Liberty	Sullivan	Town	40,394	2,826	43,220	
480348700000	Town of Lumberland	Sullivan	Town	51,329	3,591	54,920	
480350200000	Town of Mamakating	Sullivan	Town	25,343	1,773	27,116	
480356300000	Town of Neversink	Sullivan	Town	12,597	881	13,478	
480371800000	Town of Rockland	Sullivan	Town	38,069	2,663	40,732	
480382300000	Town of Thompson	Sullivan	Town	47,628	3,332	50,960	
480383900000	Town of Tusten	Sullivan	Town	52,934	3,703	56,637	
480482304000	Village of Ateres <sup>(4)</sup>	Sullivan	Village	-	-	-	
480450200470	Village of Bloomingburg	Sullivan	Village	2,340	164	2,504	
480411102470	Village of Jeffersonville	Sullivan	Village	3,357	235	3,592	
480446702690	Village of Liberty	Sullivan	Village	31,143	2,179	33,322	
480482303200	Village of Monticello	Sullivan	Village	46,903	3,281	50,184	
480428105440	Village of Woodridge	Sullivan	Village	7,163	501	7,664	
480450205460	Village of Wurtsboro	Sullivan	Village	5,579	390	5,969	
490305400000	Town of Barton	Tioga	Town	75,069	5,252	80,321	

\*\*\*\*\*X

In the Matter of Extension No. 6 of the  
SACKETT LAKE SEWER DISTRICT of the  
Town of Thompson, Sullivan County, New York.

**NEGATIVE DECLARATION  
UNDER SEQR**

\*\*\*\*\*X

1. The Town Board of the Town of Thompson, by Resolution duly adopted at a regular meeting thereof, held on the 2<sup>nd</sup> day of September, 2025, did determine that Extension No. 6 of the Sackett Lake 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 1<sup>st</sup> day of April, 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 Sackett Lake Sewer District enables Ari Jacobs (T/O Thompson Tax Map Parcel #56-1-32.54) to become part of the said district and to use the facilities of the Sackett Lake 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 Ari Jacobs (T/O Thompson Tax Map Parcel #56-1-32.54) will not violate any of the criteria for determining environmental significance as set forth in Part 617 of the Regulations.

Dated: Monticello, New York  
September 2<sup>nd</sup>, 2025

TOWN OF THOMPSON  
Town Hall  
4052 Route 42  
Monticello, New York 12701

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 2<sup>nd</sup> day of September, 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 Mace, Councilman  
John A. Pavese, Councilman  
Melinda S. Meddaugh, Councilwoman  
Ryan Schock, Councilman

ABSENT: None

The following resolution was duly moved and seconded, to wit:

RESOLUTION DATED SEPTEMBER 2<sup>nd</sup>, 2025

A RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO PROPOSED EXTENSION NO. 6 OF THE SACKETT LAKE 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. 6 of the Sackett Lake Sewer District in said Town; and

WHEREAS, an Order was duly adopted by said Town Board on August 12, 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 2<sup>nd</sup> day of September, 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 Twenty-Nine and 60/100 (\$629.60) Dollars*; and
- f) That the requirements of the State Environmental Quality Review Act have been  
complied with.

**Section 2.** This Resolution shall take effect immediately.

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

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

The resolution was thereupon declared duly adopted.

\* \* \* \* \*



STATE OF NEW YORK     )  
COUNTY OF SULLIVAN) SS.:

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO  
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board  
of said Town, including the resolution contained therein, held on the 2<sup>nd</sup> day of September, 2025,  
with the original thereof on file in my office, and that the same is a true and correct transcript  
therefrom and of the whole of said original so far as the same relates to the subject matters therein  
referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 99 of the Public Officers Law (Open  
Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused a public  
notice of the time and place of said meeting to be given to the following newspapers and/or news  
media as follows:

<b>Newspaper and/or other news media</b>	<b>Date given</b>
Sullivan County Democrat	01/10/2025
Bold Gold Media Group Radio Stations	01/08/2025

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused public  
notice of the time and place of said meeting to be conspicuously posted in the following designated  
public location(s) on the following dates:

<b>Designated Location(s) of posted notice</b>	<b>Date of Posting</b>
Town Hall	01/10/2025
Village Hall	01/10/2025
Sullivan County Courthouse & Government Center	01/10/2025

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town  
this 4<sup>th</sup> day of September, 2025.

---

Town Clerk

(CORPORATE SEAL)

#1c

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 2<sup>nd</sup> day of September, 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 Mace, Councilman  
John A. Pavese, Councilman  
Melinda S. Meddaugh, Councilwoman  
Ryan Schock, Councilman

ABSENT: None

The following resolution was moved and seconded, to wit,

RESOLUTION DATED SEPTEMBER 2<sup>nd</sup>, 2025

A RESOLUTION APPROVING EXTENSION NO. 6 OF THE SACKETT LAKE 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. 6 of the Sackett Lake Sewer District in said Town; and

WHEREAS, an Order was duly adopted by said Town Board on August 12, 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 September 2<sup>nd</sup>, 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. 6 of the Sackett Lake 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 Sewer District as extended, consisting of providing a means by which Ari Jacobs (T/O Thompson Tax Map Parcel #56-1-32.54) may obtain sewer service by becoming part of the said Sackett Lake 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 landowner, namely Ari Jacobs. Annual charges shall be on a user consumption basis or such other method as the Town Board of the Town of Thompson shall determine by Resolution.

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

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

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

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

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

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK     )  
COUNTY OF SULLIVAN    ) SS.:

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO  
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board  
of said Town, including the Resolution contained therein, held on the 2<sup>nd</sup> day of September, 2025,  
with the original thereof on file in my office, and that the same is a true and correct transcript  
therefrom and of the whole of said original so far as the same relates to the subject matters therein  
referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 99 of the Public Officers Law (Open  
Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused a public  
notice of the time and place of said meeting to be given to the following newspapers and/or news  
media as follows:

<b>Newspaper and/or other news media</b>	<b>Date given</b>
Sullivan County Democrat	01/10/2025
Bold Gold Media Group Radio Stations	01/08/2025

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused public  
notice of the time and place of said meeting to be conspicuously posted in the following designated  
public location(s) on the following dates:

<b>Designated Location(s) of posted notice</b>	<b>Date of Posting</b>
Town Hall	01/10/2025
Village Hall	01/10/2025
Sullivan County Courthouse 7 Government Center	01/10/2025

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town  
this 4<sup>th</sup> day of September, 2025.

(CORPORATE SEAL)

---

Town Clerk

**SCHEDULE A@**



## TOWN CLERK CERTIFICATE

STATE OF NEW YORK     )  
COUNTY OF SULLIVAN   ) SS.:

I, MARILEE J. CALHOUN, Town Clerk of the Town of Thompson, do hereby certify as follows:

1. That on August \_\_\_\_, 2025, the Town Board of the Town of Thompson duly adopted a Resolution approving Extension No. 6 of the Sackett Lake Sewer District in the Town of Thompson.
2. That said Resolution was subject to a permissive referendum.
3. That within ten (10) days after the adoption of the Resolution aforesaid, I did, in the same manner as provided for a notice of special election, post and publish the full text of the said Resolution, together with the date of its adoption, and that said Resolution was adopted subject to a Motion for a Permissive Referendum.
4. That more than thirty (30) days have elapsed since the adoption of said Resolution and the posting and publication thereof, and no petition protesting against such Resolution and requesting that it be submitted to the owner of taxable real property situate in the proposed district for their approval or disapproval has been filed with your deponent as Town Clerk.

Dated: Monticello, New York  
September \_\_\_\_, 2025

---

Marilee J. Calhoun  
Town Clerk

1000086329.19 (212)

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 September 2, 2025, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson

-----X  
In the Matter of the Increase and Improvement :  
of the Facilities of the Consolidated :  
Rock Hill/Emerald Green Sewer District, :  
in the Town of Thompson, Sullivan County, New York :  
: :  
: :  
-----X

Resolution No. \_\_\_\_\_  
PUBLIC INTEREST ORDER

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has had under consideration the increase and improvement of the facilities of the Consolidated Rock Hill/Emerald Green Sewer District, in said Town (the "District"), consisting of replacement and rehabilitation of sewer mains and manholes, lateral replacement and related site improvements, including incidental expenses in connection therewith; and

WHEREAS, the Town Board of said Town has duly caused MHE Engineering, D.P.C. to prepare a map, plan and report, including an estimate of cost, dated June 27, 2025, relating to said increase and improvement of facilities in said Emerald Green and Rock Hill Sewer Districts, which

describes details of the project and the expected costs to be paid by property owners in the District; and

WHEREAS, such expected costs are projections, are subject to various contingencies and, pursuant to law, may be further adjusted by the annual apportionment of such costs by the Town Board between the District; and

WHEREAS, the estimated maximum cost of such increase and improvement of facilities is determined to be \$4,900,000; and

WHEREAS, to the extent not paid from user charges, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the District after taking into account the annual apportionment of such cost between the District pursuant to Section 202-b paragraph 4 of the Town Law, in the manner provided by law, in an amount sufficient to pay the principal and interest on bonds, notes or other obligations issued to finance such cost as the same become due; and

WHEREAS, an environmental analysis was previously prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and it has been determined that such increase and improvement of the facilities of said District and use will not result in any significant environmental effects; and

WHEREAS, at a meeting of said Town Board duly called and held on August 19, 2025, an order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of the District, in said Town at an estimated maximum cost of \$4,900,000 and to hear all persons interested in the subject thereof concerning the same at the Town Hall, in Monticello, New York, in said Town, on September 2, 2025, at 7:00 P.M., Prevailing Time; and

WHEREAS, said order duly certified by the Town Clerk was duly published and posted at least ten, but not more than twenty, days prior to the date of the public hearing, as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; and NOW, THEREFORE, BE IT

ORDERED, 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 that it is in the public interest to increase and improve the facilities of the District, in said Town, consisting of replacement and rehabilitation of sewer mains and manholes, lateral replacement and related site improvements, including incidental expenses in connection therewith, at an estimated maximum cost of \$4,900,000.

Section 2. This order shall take effect immediately.

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

_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____

The order was thereupon declared duly adopted.

\* \* \*

STATE OF NEW YORK        )  
                                      ) ss.:  
COUNTY OF SULLIVAN     )

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the order contained therein, held on September 2, 2025, the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspaper and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,  
on September \_\_\_\_\_, 2025.

\_\_\_\_\_  
Town Clerk

(SEAL)

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, New York, in said Town, on September 2, 2025, at \_\_\_\_\_ o'clock P.M., Eastern Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilperson \_\_\_\_\_ who moved its adoption, seconded by Councilperson \_\_\_\_\_, to-wit:



BOND RESOLUTION DATED SEPTEMBER 2, 2025.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$4,900,000 BONDS OF THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK, TO PAY THE COSTS OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CONSOLIDATED ROCK HILL/EMERALD GREEN SEWER DISTRICT, CONSISTING OF REPLACEMENT AND REHABILITATION OF SEWER MAINS AND MANHOLES, LATERAL REPLACEMENT AND RELATED SITE IMPROVEMENTS, IN AND FOR SAID DISTRICT.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an order dated September 2, 2025, said Town Board has determined it to be in the public interest to increase and improve the facilities of the Consolidated Rock Hill/Emerald Green Sewer District (the "District") in the Town of Thompson, Sullivan County, New York, at an estimated maximum cost of \$4,900,000; and

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

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

Section 1. For the class of objects or purposes of paying costs of the increase and improvement of the facilities of the Consolidated Rock Hill/Emerald Green Sewer District, in said Town (the "District"), consisting of replacement and rehabilitation of sewer mains and manholes, lateral replacement and related site improvements, including incidental expenses in connection therewith, in said District, there are hereby authorized to be issued \$4,900,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$4,900,000 and that the plan for the financing thereof is by the issuance of the \$4,900,000 bonds of said Town authorized to be issued pursuant to this bond resolution. The amount of bonds ultimately to be issued shall be reduced by any grants in aid received by the Town to pay a portion of the cost of the aforesaid class of objects or purposes.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years, pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. To the extent not provided for from other sources, an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated

powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The Supervisor is hereby further authorized, at his or her sole discretion, to execute a project finance and loan agreement, and any other agreements with the New York State

Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 11. The validity of such bonds and bond anticipation notes may be contested only if:

(1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 12. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 13. This resolution, which takes effect immediately, shall be published in summary in the \_\_\_\_\_, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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

_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____

The resolution was thereupon declared duly adopted.

\* \* \*

STATE OF NEW YORK        )  
                                      ) ss.:  
COUNTY OF SULLIVAN     )

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on September 2, 2025, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspaper and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,  
on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Town Clerk

(SEAL)

## LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of Thompson, Sullivan County, New York, on September 2, 2025, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A summary of the aforesaid resolution is set forth below. The resolution provides as follows: that the faith and credit of the Town of Thompson, Sullivan County, New York (the "Town"), are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution including renewals of such notes, is delegated to the Town Supervisor; that all other matters, except as provided in such resolution relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Town Supervisor; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follows:

### BOND RESOLUTION DATED SEPTEMBER 2, 2025

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$4,900,000 BONDS OF THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK, TO PAY THE COSTS OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CONSOLIDATED ROCK HILL/EMERALD GREEN SEWER DISTRICT, CONSISTING OF REPLACEMENT AND REHABILITATION OF SEWER MAINS AND MANHOLES, LATERAL REPLACEMENT AND RELATED SITE IMPROVEMENTS, IN AND FOR SAID DISTRICT.

The period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE TOWN CLERK LOCATED AT 4052 ROUTE 42, MONTICELLO, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Monticello, New York  
\_\_\_\_\_, 2025

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Town Clerk



-----X  
 In the Matter of Extension No. 03 of the  
**CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT** in the Town of Thompson, County  
 of Sullivan, State of New York. **FINAL ORDER EXPANDING  
 CONSOLIDATED ROCK HILL  
 EMERALD GREEN SEWER DISTRICT**  
 -----X

A resolution having been duly adopted by the Town Board of the Town of Thompson directing Town Engineers, MHE Engineering, D.P.C., to supervise the preparation of a map, plan and report relating to the extension of the Consolidated Rock Hill-Emerald Green Sewer District in the Town of Thompson, and said map, plan and report were duly filed in the office of the Town Clerk, and an order having been duly adopted by the said Town Board on June 3<sup>rd</sup>, 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 1<sup>st</sup> 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 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 July 1<sup>st</sup>, 2025, resolve and determine that the notice of hearing for July 1<sup>st</sup>, 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 Rock Hill-Emerald Green Sewer District, in the Town of Thompson, Sullivan County, New York, be, and the same hereby is, extended, to be bounded and described as more particularly set forth in Schedule "A" annexed hereto and made a part hereof; and it is further

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

**ORDERED**, that the entire amount to be expended for such improvements, including, but not limited to, costs of construction, engineering, administrative, legal and other fees and expenses, shall be borne solely and entirely by the landowners, namely Catskill Veterinary Services, LLP, 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  
September 2<sup>nd</sup>, 2025

WILLIAM J. RIEBER, JR., Supervisor

SCOTT S. MACE, Councilman

JOHN A. PAVESE, Councilman

MELINDA S. MEDDAUGH, Councilwoman

RYAN T. SCHOCK, Councilman

## **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 point; 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.

**MASTER SERVICES AGREEMENT**

This Master Services Agreement (this "Agreement") is effective as of \_\_\_\_\_, 2025 (the "Effective Date") and is entered into by and between Woodhollow Energy Partners LLC, a New York Limited Liability Company ("WHP"), and [*Entity type and jurisdiction*] ("Company").

This Agreement consists of:

- The attached addenda ("Addenda"):
  - Addendum A: General Terms and Conditions
  - Addendum B: SOWP and Pricing
  - Addendum C: Preventative Maintenance Scope

Addresses for notices:

WHP	Company
Woodhollow Energy Partners LLC 103 School Street Lindenhurst NY 11757  Attention:	[ <i>Insert address for notices</i> ]

This Agreement is executed by duly authorized representatives of the parties to be effective as of the Effective Date.

**Woodhollow Energy Partners LLC**

[*Name of Company*]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_

## ADDENDUM A

### GENERAL TERMS AND CONDITIONS

#### 1. SCOPE OF AGREEMENT.

**1.1 Services.** This Agreement evidences the parties' agreement with respect to the provision of services to be supplied to Company under this Agreement by WHP (the "Services"). WHP will provide the Services to Company in accordance with the terms and conditions of this Agreement as the parties may from time to time agree and specify in SOWP (as defined in Section 3.1) agreed upon by WHP and Company. This Agreement will apply to each such SOWP entered into hereunder.

**1.2 Non-Exclusive.** This Agreement is nonexclusive. Except as expressly set forth herein, Company may purchase any products and services from any other vendor, and WHP may provide services similar to the Services to any other party, including competitors of Company.

#### 2. PRICE AND PAYMENT.

**2.1 Price.** Company will pay WHP for Services as specified in Exhibit B.

**2.2 Invoicing; Payment Terms.** Unless otherwise agreed in Exhibit B or Addendum, Services will be invoiced on a monthly basis in arrears. Company will remit payment on each invoice thirty (30) days following its receipt of such invoice.

**2.2 Taxes.** WHP may charge, and Company will pay, any and all applicable federal, national, state or local sales or use taxes or value added taxes that WHP is legally obligated to charge (but excluding any taxes based on WHP's net income or franchise tax).

#### 3. SOWP.

**3.1 Defined.** "SOWP" means any written order agreed upon by Company and WHP for the purchase of Services under this Agreement. If WHP commences performance under this Agreement in the absence of an Order, and Company accepts the Services in whole or part provided or performed by

WHP under such performance, this Agreement will nevertheless apply, unless the parties agree otherwise in a writing signed by both parties.

**3.2 Acceptance.** Other than with respect to SOWP, which is a part hereof, an SOWP is deemed to have been accepted and is binding on both parties when mutually executed and delivered by both parties.

**3.3 Change Orders.** If either party proposes changes to the scope of Services covered hereby (each, a "Change Request"), the parties will follow the change procedures specified in this Section 3.3. The party proposing a Change Request will contact the other party with a description of the proposed Change Request. Sunrise will then prepare a proposed change order hereto in respect of the Change Request in a form mutually agreeable to the parties (each, a "Change Order"), for execution by the parties. A Change Order shall include: (a) the details of the Change Request; (b) an analysis of the impact of the Change Request on the Services; and (c) the time, materials, and aggregate costs required to address the Change Request. Neither party will be held liable for any Change Request without a Change Order being executed by an authorized representative of each party.

#### 4. REPRESENTATIONS AND WARRANTIES.

**4.1 Services.** WHP represents and warrants to Company the following: (a) the Services will be performed in a professional and workmanlike manner; (b) the Services and the Work Product (as defined below) will not infringe upon, violate or misappropriate any trademarks, trade secrets, copyrights, patents and any other intellectual property or proprietary rights in any country (collectively, "Proprietary Rights") of any third party; and (c) all Personnel (as defined below) are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws (as defined below).

**4.2 Authority.** Each party represents and warrants, to the other party that such party has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, or Law that is violated by) its (a) execution and delivery of this Agreement, (b)

performance of its obligations under this Agreement, and (c) granting to the other party all rights, title, and interests granted under this Agreement, free and clear of any and all agreements, liens, pledges, claims, mortgages, encumbrances, and rights and other interests of any party.

## **5. COMPLIANCE WITH LAWS.**

Each party will comply with all applicable laws, ordinances, regulations, rules, orders, and other requirements (including requirements for licenses, permits, certifications and approvals) of governmental authorities having jurisdiction (“Laws”) in connection with this Agreement.

## **6. WORK PRODUCT; LICENSES.**

**6.1 Retained Intellectual Property.** Each party retains all right, title and interest (including all Proprietary Rights) in and to its own Retained Intellectual Property. “Retained Intellectual Property” consists of each party’s: (A) know-how, concepts, techniques, methodologies, ideas, templates, software, interfaces, utilities, tools, copyrights, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights that existed prior to the performance of Services under the applicable SOWP, (B) all updates, modifications, improvements, enhancements and derivative works of the items described in clause (A) that created or developed by that party for its general commercial use beyond the scope of this Agreement or the Services, and ideas, concepts, techniques, improvements and know-how discovered, that are either (i) created or developed during the performance of Services that are of general application and that are discovered, created or developed without use, knowledge of, reference to or based on or derived from the other party’s business or Confidential Information and do not constitute Work Product (as defined below), or (ii) created or developed by WHP for its general commercial use beyond the scope of this Agreement or the Services.

**6.2 Work Product.** “Work Product” as used in this Agreement shall mean, collectively, any results of Services or deliverables that WHP delivers pursuant to SOWP; provided, however, and

notwithstanding anything herein to the contrary, Work Product shall not include any and all intellectual property, including any software, source code, and related intellectual property, that Supplier owned or utilized through third party relationships prior to the commencement of the Services, including but not limited to infrastructure engineering, construction, procurement and project management, EVSE charging and energy management, vehicle fleet charging status and electric fleet decision support, including WHP Project / Vendor Management Software, WHP Project Estimating & Engineering Software.

## **7. INDEPENDENT CONTRACTOR; WHP PERSONNEL.**

**7.1 Relationship.** WHP will perform the Services as an independent contractor of Company, and this Agreement will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between WHP and Company. Neither party will represent itself to be an employee, representative or agent of the other party. Neither party will have any authority to enter into any agreement on the other party’s behalf or in the other party’s name or otherwise bind the other party to any agreement or obligation.

**7.2 Personnel.** WHP will retain: (a) full control over the manner in which it performs all Services provided to Company; (b) exclusive control over its employees, representatives, contractors, subcontractors, and agents (the “Personnel”); (c) exclusive control over its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions; and (d) exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge, and adjust grievances with its Personnel. WHP is solely responsible for all salaries and other compensation of its Personnel who provide Services to Company, and for making all deductions and withholdings from its employees’ salaries and other compensation and paying all contributions, taxes, and assessments. WHP and WHP’s Personnel are not entitled to and are not eligible to participate in any workers’ compensation, retirement, insurance, stock options, or any other benefits afforded to employees of Company.

**7.3 On-Site Services.** To the extent WHP is performing Services on Company premises or otherwise accesses or uses such premises, WHP will



abide by and cause its Personnel (including subcontractors) to abide by all reasonable rules, restrictions, policies, procedures and guidelines communicated in writing by Company to WHP. WHP will be solely responsible for initiating, maintaining, and supervising all safety precautions and programs to insure the safe provision or performance of the Services, and will control, supervise, and direct its Personnel and the means, methods, techniques, sequences, and procedures used.

## **8. INSURANCE.**

WHP will obtain and maintain the following during the Term:

(A) “Commercial General Liability” insurance, including products/completed operations, broad form property damage, contractors’ protective liability, and broad form blanket contractual, advertising, and personal injury liability, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate;

(B) “Business Automobile Liability” insurance (including coverage for all owned, non-owned and hired autos, and no-fault coverage where applicable) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined; and

(C) “Workers’ Compensation” insurance, including coverage for all costs, benefits, and liabilities under workers’ compensation and similar Laws that may accrue in favor of any person employed by Supplier, in all states where Supplier provides Services.

## **9. INDEMNIFICATION.**

**9.1 Indemnification.** WHP will indemnify, defend and hold harmless Company and its officers, directors, and employees (collectively, “Company Indemnified Parties”) against any damages, liabilities, assessments, losses, costs, and other expenses (including reasonable attorneys’ fees and legal expenses) incurred by that Company Indemnified Party arising from any third-party claim to the extent such claim relates to:

(A) WHP’s breach of any of its warranties or representations in this Agreement;

(B) any gross negligence or willful misconduct of WHP or the Personnel; or

(C) any personal or bodily injury (including death) or damage to property caused by WHP or its Personnel in connection with the provision of the Services.

Company will indemnify, defend and hold harmless WHP and its officers, directors, and employees (collectively, “WHP Indemnified Parties”) against any damages, liabilities, assessments, losses, costs, and other expenses (including reasonable attorneys’ fees and legal expenses) incurred by that WHP Indemnified Party arising from any third-party claim to the extent such claim relates to:

(A) Company’s breach of any of its warranties or representations in this Agreement; or

(B) any gross negligence or willful misconduct of Company.

**9.2 Process.** The party seeking indemnification will give the indemnifying party reasonable notice of each claim for which it wants indemnity and will also provide the indemnifying party its reasonable cooperation in the defense of such claim. An indemnified party may participate in the defense at its own expense.

## **10. CONFIDENTIALITY.**

The parties will comply with the terms of the NDA in connection with this Agreement. In any event, each party and its representatives (a) will protect and keep confidential the existence of this Agreement (including all SOWPs), its terms and conditions and any other information obtained from the other party in connection with this Agreement or related to the Services that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary, (b) will use such information only for the purpose(s) for which it was originally disclosed and, in any case, only for the purpose of fulfilling its obligations under this Agreement, and (c) will return all such information to the disclosing party promptly upon the termination of this Agreement. All such information will remain the disclosing party’s exclusive property, and the receiving party will have no rights to use such information except

as expressly provided herein.

## **11. TERM AND TERMINATION.**

**11.1 Term.** The term of this Agreement (the "Term") will commence on the Effective Date and, unless earlier terminated pursuant to this Section 11, will continue for ten (10) year. Thereafter, this Agreement will automatically extend for additional one (1)-year periods unless either party provides notice to the other party of its desire not to renew at least sixty (60) days prior to the expiration of the then-current Term.

### **11.2 Termination.**

**(A) By Company.** Company may cancel any or all SOWP and/or terminate the Agreement in its entirety immediately upon WHP's material breach, if such breach is incapable of being cured, and, if such breach is capable of being cured, WHP's failure to cure such breach within thirty (30) days after receipt of written notice to WHP specifying the breach in reasonable detail, including any permanent, long-term or temporary suspension or interruption of the Services by WHP or any of its Personnel due to any cause, under any SOWP executed or issued by any Company by providing written notice to WHP specifying the breach in reasonable detail.

**(B) By WHP.** WHP may cancel any or all SOWP and/or terminate the Agreement in its entirety upon Company's material breach under such SOWP or this Agreement, if such breach is incapable of being cured, and, if such breach is capable of being cured, Company's failure to cure such breach within thirty (30) days after receipt of written notice to Company specifying the breach in reasonable detail.

**(C) For Convenience.** SOWP may be terminated by either party for convenience to the extent expressly contemplated by such SOWP. At any time that there is no outstanding SOWP hereunder, either party may terminate this Agreement in its entirety by providing written notice of such termination (specifying the effective date of such cancellation or termination) to the other party and such termination will be effective no less than thirty (30) days after such written notice.

**(D) For Insolvency.** Either party may terminate this

Agreement: (a) upon the filing of any voluntary petition by the other party under any bankruptcy Laws; (b) upon the filing of any involuntary petition against the other party under any bankruptcy Laws that is not dismissed within sixty (60) days after filing; (c) upon any appointment of a receiver for all or a substantial portion of the other party's business or operations; or (d) upon any assignment of all or substantially all the assets of the other party for the benefit of creditors.

**11.3 Effect of Termination.** All payment liabilities accruing up to the expiration of the Term or any termination of this Agreement shall survive such date.

## **12. EXCLUSIONS, DISCLAIMERS AND LIMITATIONS.**

**12.1 Exclusion of Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, OR DATA, OR USE, OR FROM ANY DEFECT, ERROR, OR MALFUNCTION OF THE SERVICES OR THE WORK, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

**12.2 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES, AND EACH PARTY SPECIFICALLY DISCLAIMS, ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE SERVICES AND THE WORK PRODUCT AND USE OF THE SERVICES AND THE WORK PRODUCT (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE SERVICES OR THE WORK (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE ERROR-FREE.

**12.3 Limitation of Liability.** EITHER PARTY'S

LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER UNDER A CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES WILL NOT EXCEED THE TOTAL FEES PAID HEREUNDER BY COMPANY TO WHP DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

### **13. ADDITIONAL PROVISIONS.**

**13.1 Notices.** Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation, or personal delivery to the other party at the address above the party's signature line. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender.

**13.2 Cumulative Rights.** The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.

**13.3 Assignment.** Neither party may assign any part or all of this Agreement without the other party's prior written consent, which shall not be unreasonably withheld, subject to the terms below. Any attempt by a party to assign in violation of this Section 13.3 is void in each instance. All the terms and conditions of this Agreement will be binding upon, will inure to the benefit of, and will be enforceable by the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, either party may assign this Agreement to any purchaser of all or substantially all of such party's equity interests or assets, or in connection with any merger, reorganization, consolidation, change of control, or similar transaction.

**13.4 Waivers and Remedies.** No waiver of any breach of any provision of the Agreement will constitute a waiver of any prior, concurrent, or

subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of the party's rights to subsequently enforce the provision.

**13.5 Severability.** If any provision of this Agreement or the application thereof to any person, entity, or circumstance will at any time or to any extent be determined to be invalid or unenforceable under any provision of applicable Law, to the full extent the applicable Law may be waived, it is hereby waived. To the extent such Law cannot be waived, the invalid or unenforceable provision will be replaced by a valid provision which comes closest to the intentions of the parties to this Agreement.

**13.6 Governing Law; Venue; Jurisdiction.** This Agreement is governed by the substantive Laws of the state of California, excluding its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute arising under, in connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state or federal courts located in Los Angeles County, California. Each party irrevocably submits to those courts' venue and jurisdiction and waives all defenses of lack of personal jurisdiction and *forum non conveniens*. A final judgment in any such suit or action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

**13.7 Construction.** The section headings of this Agreement are for convenience only and have no interpretive value. Whenever the singular number is used in this Agreement and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa. The words "include," "includes" and "including" will be deemed to be followed by "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." The word "or" shall not be exclusive. The phrase "to the extent" shall mean the degree to which a subject or other matter extends, and such phrase shall not simply mean "if." Where a word is defined herein, references to the singular shall include references to the plural and vice versa. All references to "\$" and dollars shall be deemed to refer to United States currency

unless otherwise specifically provided. All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

**13.8 Entire Agreement; Precedence; An amendment.** This Agreement, together with the NDA, all Addenda and other attachments, and all SOWPs, which are incorporated in and made a part of this Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements, understandings, request for proposals or quotations, and discussions regarding such subject matter. In the event that any conflict exists between the terms and conditions of this Agreement and any other terms and conditions attached to or incorporated into this Agreement as an Addendum or other attachment that cannot be resolved on the face of such documents, then the terms of the Addendum or attachment, as the case may be, will control with respect to the subject matter of the applicable Addendum. This Agreement may be amended or modified only by a written instrument signed by a duly authorized agent of each party.

**13.9 Counterparts.** This Agreement (or any Addendum or SOWP) may be executed by facsimile or electronic transmission (including in portable document format or by electronic signature) and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

\* \* \* \*

## **ADDENDUM B**

### **Scope of Services and Maintenance / Pricing – EV Charging Stations**

---

#### **1. Active Charger Management**

- 1.1 Continuous monitoring of all EV charging stations to ensure operational readiness and maximize uptime.
  - 1.2 Real-time and scheduled status checks, including remote diagnostics and control.
  - 1.3 Application of firmware and software updates to maintain compatibility, improve performance, and ensure compliance with regulatory or manufacturer requirements.
- 

#### **2. Charging Portal and User Interface**

- 2.1 Management and upkeep of the web-based and/or mobile charging portal, including user account administration, payment processing integration, session reporting, and system analytics.
  - 2.2 Implementation of enhancements, bug fixes, and interface optimizations to ensure an efficient and user-friendly experience.
  - 2.3 Security management, including encryption, authentication protocols, and protection of user data.
- 

#### **3. Software and Hardware Troubleshooting**

- 3.1 Remote diagnosis and resolution of charging station faults, communication errors, and performance anomalies.
  - 3.2 Onsite troubleshooting where remote resolution is not possible, coordinated with the Client and/or manufacturer as necessary.
- 

#### **5. Utility Meter and Account Management**

- 5.1 Active management of utility meters associated with EV charging operations, including account setup, billing oversight, and coordination with the utility provider.
  - 5.2 Monitoring of consumption and billing data to ensure accuracy and identify anomalies.
- 

#### **6. Demand Response and Load Management**

- 6.1 Implementation of demand response strategies to mitigate peak demand charges, including dynamic load balancing and scheduled charging operations.

- 6.2 Integration with utility demand response programs where available.
- 6.3 Development of charging schedules and protocols to optimize usage against time-of-use rates.

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## **7. Energy Supply and Procurement**

- 7.1 Evaluation of potential utility supply contracts or third-party energy procurement opportunities to reduce electricity supply costs.
- 7.2 Negotiation assistance, analysis, and ongoing monitoring of energy supply agreements.

---

## **8. Reporting and Performance Metrics**

- 8.1 Provision of monthly performance reports, including uptime percentage, session usage data, fault logs, and maintenance actions.
- 8.2 Annual review of system performance with recommendations for optimization, upgrades, or process improvements.

## **9. General Provisions**

- 9.1 All services shall be performed in compliance with applicable safety codes, manufacturer specifications, and relevant industry standards.
- 9.2 The Service Provider shall coordinate with the Client to schedule maintenance activities to minimize disruption to EV station availability.

## **10. Pricing**

**5 cents/KW used with 3% annual increase at each anniversary. Billed Monthly Based on Usage.**

# Preventative Maintenance Scope

## 1. Scope of Services

### 1.1 Service Provider Obligations:

- Service Provider agrees to perform preventative maintenance services for the EV charging stations located at **[Client's Address or Specific Location]**, as described in this Agreement.
- Services will include **quarterly, semi-annual, and annual maintenance tasks** as detailed in Section 2.
- Service Provider will provide all necessary tools, equipment, and personnel to perform these services efficiently and professionally.

### 1.2 Client Obligations:

- Client agrees to provide Service Provider with **access to the site** and necessary facilities during agreed-upon times for maintenance purposes.
- Client agrees to **notify the Service Provider promptly** of any issues or concerns regarding the EV charging stations that may require additional attention.

## 2. Maintenance Schedule & Tasks

### 2.1 Quarterly Maintenance Tasks:

- **Visual Inspection:** Inspect charging cables, connectors, and housings for wear and tear.
- **Functional Test:** Perform a basic charging test to ensure the station is operational.
- **Cleaning:** Clean the charging station, including the screen, connectors, and surrounding area.

### 2.2 Semi-Annual Maintenance Tasks:

- **Electrical Inspection:** Check all electrical connections for security and corrosion.
- **Safety Checks:** Test emergency shutoff features and inspect for overheating.
- **Software Update:** Check for available software or firmware updates and install as needed.

### 2.3 Annual Maintenance Tasks:

- **In-Depth Inspection:** Detailed examination of internal components, wiring, and circuits.
- **Calibration:** Test and recalibrate energy meters and other measurement devices.
- **Comprehensive System Testing:** Perform a full system diagnostic and communication system test.

---

## 3. Decommissioning & Repair Procedures

- **Notification:** The Service Provider will inform stakeholders of any scheduled downtime.
- **Safety Precautions:** De-energize the station and secure the area before repairs.
- **Recommissioning:** Re-energize and conduct a full operational test after repairs.

---

## 4. Documentation & Reporting

- **Record Keeping:** Service Provider will maintain detailed records of all maintenance activities.
- **Reporting:** Service Provider will provide regular reports summarizing maintenance activities and recommendations.



103 School St, Lindenhurst, New York 11757

(866) 444-7101 / [info@woodhollowdesigns.com](mailto:info@woodhollowdesigns.com)

## Renewable Energy Tax Credit Professional Services Agreement

This Consulting Services Agreement (this “Agreement”) is effective as of \_\_\_\_\_, 2025 (the “Effective Date”) and is entered into by and between Woodhollow Energy Partners LLC, a New York Limited Liability Company (“WHP”), and Town of Thompson (“Client”).

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### 1. Project Assessment and Strategic Planning

- Evaluate your planned renewable energy projects (EV charging, solar and battery backup).
  - Conduct feasibility analysis to determine applicable tax incentives (e.g., Investment Tax Credit (ITC), Production Tax Credit (PTC), Modified Accelerated Cost-Recovery System (MACRS), and state-level programs).
  - Develop a strategic roadmap to align tax credit utilization with overall project finance goals.
- 

### 2. Tax Credit Eligibility Analysis

- Identify all applicable federal, state, and local tax credits, grants, rebates, and incentives.
  - Determine eligibility criteria based on project location, size, technology, and ownership structure.
  - Analyze the impact of prevailing wage and apprenticeship requirements under the Inflation Reduction Act (IRA) and other recent legislation.
- 

### 3. Financial Modeling & ROI Optimization

- Build detailed financial models incorporating tax equity, depreciation, and credit monetization.
  - Estimate ROI scenarios with and without incentives.
  - Recommend optimal ownership and financing structures (e.g., direct ownership, leasing, tax equity partnerships) for credit maximization.
-



103 School St, Lindenhurst, New York 11757

(866) 444-7101 / [info@woodhollowdesigns.com](mailto:info@woodhollowdesigns.com)

#### **4. Documentation & Compliance Support**

- Assist with the preparation and filing of necessary documentation to claim tax credits and comply with relevant regulations.
  - Provide audit support and maintain thorough documentation for IRS and other regulatory agencies.
  - Ensure compliance with IRS guidelines, Treasury regulations, and labor standards tied to tax credits.
- 

#### **5. Tax Credit Monetization & Financing Support**

- Support in structuring tax equity deals, transfer/sale of tax credits (if applicable), and syndication.
  - Connect with and advise on potential tax credit investors or brokers.
  - Assist in due diligence and contract negotiation with third-party financiers.
- 

#### **6. Ongoing Advisory and Legislative Monitoring**

- Provide updates and strategic guidance on changes in tax legislation and regulatory frameworks.
  - Advise on amendments or modifications to the project scope to maintain or enhance eligibility for incentives.
  - Conduct periodic reviews of project performance relative to initial tax credit and ROI projections.
- 

#### **7. Fees**

- Our Fee for Federal and State tax credit consulting services scope is 30% of calculated and received tax credits. Town of Thompson will receive cash credit from the IRS under Elective Pay. Estimated Cash Tax Credit = \$48,000.00



103 School St, Lindenhurst, New York 11757

(866) 444-7101 / [info@woodhollowdesigns.com](mailto:info@woodhollowdesigns.com)

---

## **Deliverables**

- Tax credit eligibility and registration with the IRS
- ROI optimization financial model
- Strategic tax incentive roadmap
- Completed forms and documentation for credit claims
- Compliance and audit-ready documentation package
- Periodic legislative update reports
- Follow ups with IRS on Cash Tax Credits claimed under Elective Pay

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

Client

Company: \_\_\_\_\_

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

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

Title \_\_\_\_\_

Date: \_\_\_\_\_

WHP

Company: \_\_\_\_\_

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

Name:  Russell Kadirov

Title  Member  Date: \_\_\_\_\_

rev-04/01/08

#5A

PHONE 845-794-0300 FAX 845-794-0295

ONONDAGA CTY #0011142 STATEWIDE PIGGY BACK CONTRACT TRUCKS TRUCK EQUIPMENT

8/28/2025

THOMPSON WATER, TOWN OF  
128 ROCK RIDGE DRIVE  
MONTICELLO, NY 12701  
MIKE MESSENGER  
[MMESSENGER@TOWNOFTHOMPSON.COM](mailto:MMESSENGER@TOWNOFTHOMPSON.COM)

BASE MODEL LESS 28.5%/FACTORY OPTIONS LESS 10%/ NON OEM LESS 50%  
COLOR WHITE

PH 845 794-5280/ CELL 845 796-8409

FX

VN 54DCDW1DXRS220586

						RS GREEN	
	QTY		UNIT PRICE	NET PRICE	TOTAL		
	1	2024 CHEVROLET 4500 HG LCF 150" WB CAB/CHASSIS	\$59,200.00	\$42,328.00	\$42,328.00		
	1	PORT TO DEALER DESTINATION CHARGE		\$1,825.00	\$1,825.00		
	1	OCEAN FREIGHT SURCHARGE		\$4,275.00	\$4,275.00		
	1	DL8-OUTSIDE HEATED MIRRORS	\$800.00	\$720.00	\$720.00		
	1	IO8-BLUE TOOTH XM RADIO, NAVIGATION, REAR VISION CAMERA	\$1,520.00	\$1,368.00	\$1,368.00		
	1	IX2-DOME/BODY LAMP SWITCH IN CAB	\$30.00	\$27.00	\$27.00		
	1	L8T-6.6 LITER GASOLINE V8 ENGINE					
	1	MTE-FIRE EXTINGUISHER/REFLECTOR KIT	\$90.00	\$81.00	\$81.00		
	1	MYD-6 SPEED AUTOMATIC TRANS					
	1	TR9-LED LIGHTING UPGRADE	\$450.00	\$405.00	\$405.00		
	1	UZF-BACK UP ALARM	\$115.00	\$103.50	\$103.50		
	1	CATCLAMP-CATALYTIC CONVERTER LOCKING DEVICE	\$2,400.00	\$1,200.00	\$1,200.00		
	1	RPAF1666W ROCKPORT 16' X 96" W WORKPORT VAN/UTILITY BODY	\$57,370.00	\$28,685.00	\$28,685.00		
	1	FRB COMPOSITE WALLS, COMPARTMENTS WITH SHELVEING,					
	1	INSIDE LED CARGO LAMPS, POOCED STEP BUMPER WITH KICKPLATE,					
	1	TRANSLUCENT ROOF, REAR SWING DOORS, 2 REAR GRAB HANDLES,					
	1	EXTERIOR LED FLOOD LIGHT CURBSIDE CENTER					
	1	ELECTRIC MASTER LOCK POWER DOOR SYSTEM FOR BODY					
	1	COMPARTMENT LIGHTING,					
	1	ALUMINUM LADDER RACK WITH CATWALKS					
	1	CLASS 3 RECEIVER HITCH AND 7 WIRE FLATPIN TRAILER PLUG					
			SUB TOTAL		\$81,017.50		
		FOB MONTICELLO, NY	DELIVERY				
		FED EXCISE TAX					
		TOTAL			\$81,017.50		

TO JOIN ZOOM MEETING:  
<https://us02web.zoom.us/j/83032452642>  
Meeting ID: 830 3245 2642  
1-646-558-8656

THIS MEETING WILL BE STREAMED LIVE  
ON ZOOM TO JOIN: PLEASE SEE OUR TOWN  
WEBSITE: WWW.THOMPSONNY.GOV

## NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that the Town Board of the Town of Thompson will hold a public hearing on the 2025 special district assessment roll on October 7, 2025 at 7:00 pm at the Town Hall to hear and consider objections which may be made to the roll. The tax records of the Town indicate you own property which is located in one or more of the following special assessment districts:

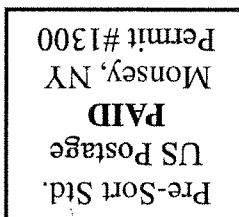
**SEWER DISTRICTS: Adelaar, Harris Consolidated, Kiamesha Consolidated, Melody Lake, Rock Hill Emerald Green Consolidated & Sackett Lake**

**WATER DISTRICTS: Adelaar, Cold Spring, Dillon, Kiamesha, Lucky Lake & Melody Lake**

This hearing is to discuss assessed points only, it is not in regard to specific rates.

The Special Assessment Roll and Schedule of Points are available for inspection by the public during normal work hours of 8:30 am thru 4:30 pm in the Office of the Town Clerk at the Town Hall and are available on the town's website: [www.thompsonny.gov](http://www.thompsonny.gov)

BY ORDER OF THE TOWN BOARD - Town of Thompson - Marilee Calhoun, Town Clerk



4052 State Route 42 N  
Monticello, New York 12701-3221





Town Supervisor  
William J. Rieber, Jr.

#9  
Town Board Members  
Deputy Supervisor Melinda Meddaugh  
Scott Mace  
John Pavese  
Ryan Schock

August 27, 2025

**Bills over \$5,000.00**

We are requesting permission to pay Nugent & Haeussler, P.C. for the balance due on the Town audited financial statements as well as the Justic Court required report

Nugent & Haeussler, P.C.	Invoice #242992	\$15,000.00
Nugent & Haeussler, P.C.	Invoice #242994	\$4,000.00

**APPROVED BY TOWN BOARD** \_\_\_\_\_

*This institution is an equal opportunity provider and employer.*

\* 4520

**Nugent & Haeussler, P.C.**

**Certified Public Accountants**

101 Bracken Road

Montgomery, NY 12549

Phone: (845) 457-1100

Fax: (845) 457-1160

**Invoice Date:** 08/15/2025

**Invoice Number:** 242992

**Client Number:** THOM10373.001

TOWN OF THOMPSON  
4052 ROUTE 42  
MONTICELLO, NY 12701-3221

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*For professional services rendered*

Preparation of Audited Financial Statements for the year ended December  
31, 2024. (\$30,000 Less Progress Bill of \$15,000)

\$ 15,000.00

A.1320.400

TERMS: NET 30 DAYS

A CHARGE OF 1% PER MONTH WILL BE MADE ON UNPAID BALANCES OVER 30 DAYS

A FEE OF 3.5% WILL BE APPLIED TO ALL CREDIT CARD PAYMENTS

access to such audit documentation will be provided under the supervision of Nugent & Haeussler, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the New York State Office of the State Comptroller for Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Justin B. Wood, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately May 19, 2025.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will be \$30,000 for the financial statement audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue a written report upon completion of our audit of Town of Thompson's financial statements. Our report will be addressed to the Supervisor and Members of the Board of the Town of Thompson. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Thompson is subject to an audit requirement that is not encompassed in the terms of this



# 4620

**Nugent & Haeussler, P.C.**

**Certified Public Accountants**

101 Bracken Road

Montgomery, NY 12549

Phone: (845) 457-1100

Fax: (845) 457-1160

**Invoice Date:** 08/15/2025

**Invoice Number:** 242994

TOWN OF THOMPSON JUSTICE COURT  
4052 ROUTE 42  
MONTICELLO, NY 12701-3221

**Client Number:** THOM10373.002

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*For professional services rendered*

Preparation of Agreed-Upon Procedures Report related to the operation,  
internal controls and compliance of the Justice Court for the year ended  
December 31, 2024.

\$ 4,000.00

A. 1320.400

TERMS: NET 30 DAYS

A CHARGE OF 1% PER MONTH WILL BE MADE ON UNPAID BALANCES OVER 30 DAYS

A FEE OF 3.5% WILL BE APPLIED TO ALL CREDIT CARD PAYMENTS

- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the books and records of the Town of Thompson Justice Court, we will communicate such matters to you.

You are responsible for the books and records of the Town of Thompson Justice Court. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the books and records in accordance with *Appendices #8 and #10 of the Handbook for Town and Village Justices and Court Clerks*.

Justin B. Wood, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$4,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your agreed upon procedure. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the agreed upon procedure. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will consider whether they need to acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes.

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

**3) APPROVE CONTRACT WITH SULLIVAN COUNTY SPCA FOR DOG SHELTER SERVICES (2025)**

**The Following Resolution Was Duly Adopted: Res. No. 89 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby approve and authorize the Town Supervisor's execution of the agreement between the Town of Thompson and the Sullivan County SPCA for the period beginning September 1<sup>st</sup>, 2024 through August 31<sup>st</sup>, 2025 for the purpose of dog kenneling/shelter services. Further Be It Resolved, that a copy of said agreement shall be kept on file in the Town Clerk's Office.

Motion by: Councilwoman Meddaugh                      Seconded by: Councilman Pavese

Vote: Ayes 4                      Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1                      Schock

**4) APPROVE ENGAGEMENT LETTERS WITH NUGENT & HAEUSSLER, P.C., CERTIFIED PUBLIC ACCOUNTANTS FOR PROFESSIONAL AUDITING SERVICES FOR TOWN & JUSTICE COURT (FYE 12/31/2024)**

**The Following Resolution Was Duly Adopted: Res. No. 90 of the Year 2025.**

Resolved, that the engagement letters of agreement from the accounting firm of Nugent & Haeussler, P.C. Certified Public Accountants (Auditors for the Town) hereby be approved for 2025 Accounting/Auditing Services (FYE 12/31/2024) for both the Town and Justice Court at a fee not to exceed \$38,000.00. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute said agreement letters as presented.

Moved by: Councilwoman Meddaugh                      Seconded by: Councilman Mace

Vote: Ayes 4                      Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1                      Schock

**5) DISCUSS REVISION TO RESOLUTION NO. 167 OF THE YEAR 2024 REGARDING HOURLY RATE**

**The Following Resolution Was Duly Adopted: Res. No. 91 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby authorize that Resolution No. 167 of the Year 2024 adopted on April 2<sup>nd</sup>, 2024 hereby be revised to correct the hourly rate of Arden "Lod" Brasington from \$19.16 to \$17.23 as originally budgeted and compensated for at the 2024 Seasonal Part-Time Laborer Rate.

Moved by: Councilman Pavese                      Seconded by: Councilwoman Meddaugh

Vote: Ayes 4                      Rieber, Pavese, Meddaugh and Mace

# Monticello Fire Department 150th Anniversary Celebration

**1875 - 2025**

Join us as we celebrate 150 years of  
dedicated service to the community!

**Featuring the 96th Annual SCVFA Parade  
Saturday, September 6th, 2025  
Step-off at 2:00 PM *RAIN OR SHINE***

After the Parade, head to Somerville Field for:

- Food & Beverages (available for purchase)
- Free Children's Activities
- Parade Trophy Awards
- Spectacular Fireworks Display

Don't miss out on this historic celebration and family-friendly fun!



**Come celebrate with us!**

**Monticello Fire Department - Serving the  
community since 1875**