

**William J. Rieber, Jr.**

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**From:** MCPHILLIPS, MATTHEW <m.mcphillips@nyseg.com>  
**Sent:** Tuesday, April 29, 2025 11:51 AM  
**To:** supervisor@townofliberty.org; William J. Rieber, Jr.; Bethel Supervisor; mbensimon@fallsburgny.com; Thomas Bose; supervisor@townofcochectonny.org; supervisor@townofdelaware.org; supervisor@fremontny.org; vote@johnpizzolato.com; Robert Eggleton Supervisor; supervisor@tusten.org; whchellis@gmail.com; jstoddard@outlook.com; mrmasey@villageofmonticello.com; andessupervisor@gmail.com; colchestersupervisor@catskill.net; Auto-reply from crawfordsupervisor@hvc.rr.com; dbloomfield@townofgoshen.org; tstickles@townofmontgomery.com; Peter DiSclafani; townsupervisor@shawangunk.org; molly.villageofgoshen@gmail.com; mayor@villageofwalden.org  
**Subject:** Rate Year 3 Increase, May 1st 2025

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello, I wanted to provide you with some information about the rate increase taking effect May 1<sup>st</sup> approved by the PSC in 2023 as part of NYSEG's then rate case. Should you have any questions or would like to speak to me about this further, please let me know and I would be happy to set up a call or meeting.

Thank you!

Rate Year 3 Increase, May 1st 2025

- In 2023, the New York State Public Service Commission approved a three-year rate plan with New York State Electric & Gas (NYSEG) and Rochester Gas and Electric (RG&E) to enable the Utilities to make critical investments in reliability, resiliency, and customer service.
  - The PSC ruling set electric and gas delivery rates through April 2026. It came after more than a year of extensive engagement and negotiation with the New York State Department of Public Service and a variety of external stakeholders. It was supported fully or in part by eight intervenors, including the staff of the New York State Department of Public Service, IBEW Local Union 10, and the New York Power Authority.
  - The plan reflects the extensive and ongoing efforts of the Companies and the state to balance the competing interests of affordability and the obligation to provide safe and reliable service for customers.
- Rate year 3 of this plan will begin May 1, 2025, with a total bill impact of 8.2% for NYSEG Electric, 2.1% for NYSEG Gas, 5.7% for RG&E Electric, and 3.9% RG&E Gas.
- The three-year delivery rate plan has resulted in rebuilding and modernizing grid infrastructure projects that include substations and miles of transmission across our service territories that will strengthen our grid reliability and expand energy capacity needed to homes and businesses.
- The plan is important to maintain the Companies' ability to reinvest in grid infrastructure for the benefit of customers. The PSC acknowledged that the challenge of balancing rising costs to maintain safe and adequate service with affordability and the state's forward-looking energy policies is unavoidable and that residual rate

pressure from the prior rate case needed to be addressed to avoid creating undue future rate pressure for customers.

- This is the final increase as part of the 2023 delivery rate plan, which was described by Chair Christian as, “Not a matter of corporate greed, but one of a bill coming due,” because the prior rate plan was purposefully conservative in recognition of the financial hardships caused by the pandemic. Due to the low increases agreed upon in the prior case, investments in infrastructure and customer service were deferred in favor of customer affordability.
- NYSEG and RG&E’s next delivery rate case proposal will be filed this year and not decided for more than a year, so this is the final delivery rate increase for some time.



**Matt McPhillips**  
Municipal & Community Relations Manager  
Liberty Division

26 Weir Ave, Liberty, NY 12754  
Cell: 845.898.2874  
m.mcphillips@nyseg.com

Take care of the environment. Print only if necessary

Internal Use

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## Agriculture and Markets

April 17, 2025

William Rieber  
Town Supervisor - Town of Thompson  
4052 Rte 42  
Monticello, NY 12701

Enclosed is the **Municipal Shelter Inspection Report** completed on **04/16/2025**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated “Unsatisfactory” for reasons noted on the report.

Please discuss this notice with municipal officials and take appropriate action so that municipal shelter services are in compliance.

Another inspection will occur in approximately **(30) days** after the date of inspection. It is anticipated that all deficiencies will be corrected by this time.

If you have any questions regarding this inspection, please feel free to contact Sarah Ghawi, Animal Health Inspector at .

Dr. David M. Chico  
Veterinarian 3  
(518) 457-3502

**MUNICIPAL SHELTER INSPECTION REPORT - DL-90**Rating: **Unsatisfactory30**Purpose: **Inspection**DATE/TOA: **4/16/25 11:00 am****SULLIVAN COUNTY SPCA  
104 ROCK HILL DRIVE  
ROCK HILL NY 12775**Inspector: **Sarah Ghawi**  
Inspector: **Joyce Amels**Inspector #: **078**  
Inspector #: **67**

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These are the findings of an inspection of your facility on the date(s) indicated above:

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- |   |     |
|---|-----|
| <b>1. Shelter is structurally sound</b>   | Yes |
| <b>2. Housing area and equipment is sanitized regularly</b>   | Yes |
| <b>3. Repairs are done when necessary</b>   | No  |
| <i>In accordance with Agriculture and Markets Law NYCRR 77, "Every dog seized pursuant to article 7 of the Agriculture and Markets Law, or any local law, ordinance, or order adopted or issued pursuant thereto, shall be properly cared for, sheltered, fed and watered for the redemption period...", " Said shelter shall be structurally sound, clean, and sufficient to protect the dog from detriment to its well-being.."</i> |     |
| <i>Plastic zip ties should not be used to repair chain link fence.</i>  |     |
| <b>4. Dogs are handled safely</b>   | Yes |
| <b>5. Adequate space is available for all dogs</b>  | Yes |
| <b>6. Light is sufficient for observation</b>   | Yes |
| <b>7. Ventilation is adequate</b>   | Yes |
| <b>8. Drainage is adequate</b>  | Yes |
| <b>9. Temperature extremes are avoided</b>  | Yes |
| <b>10. Clean food and water is available and in ample amount</b>  | Yes |
| <b>11. Veterinary care is provided when necessary</b>   | No  |
| <i>In accordance with Agriculture and Markets Law NYCRR Part 65, "No person shall bring or ship or cause to be brought or shipped into the State of New York any nonresident dog or cat without providing a health certificate".</i>  |     |
| <i>38 puppies were imported from a rescue in Tennessee without health certificates.</i>   |     |
| <b>12. Dogs are euthanized humanely, by authorized personnel</b>  | Yes |
| <b>13. Complete intake and disposition records are maintained for all seized dogs</b>   | Yes |
| <b>14. Dogs transferred for purposes of adoption in compliance with Article 7</b>   | Yes |
| <b>15. Redemption period is observed before adoption, euthanasia or transfer</b>  | Yes |
| <b>16. Owners of identified dogs are properly notified</b>  | Yes |
| <b>17. Redeemed dogs are licensed before release</b>  | Yes |
| <b>18. Proper impoundment fees paid before dogs are released</b>  | Yes |
| <b>19. Written contract or lease with municipality</b>  | Yes |



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Town - City - Village Information for Inspection:

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**TCV CODE    TCV NAME**

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4804	Town of Delaware
4803	Town of Cochection
4814	Town of Thompson
3321	City of Middletown
4806	Town of Forestburgh

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Kayla Garofano**  
TITLE: **Manager**

REVIEWED BY: **Joyce Amels**  
REVIEWED DATE: **04/17/2025**

**Town  
Clerks  
Office****Town of Thompson**

Town Hall, 4052 Route 42  
 Monticello, New York 12701-3221  
 (845) 794-2500 Ext.# 302 Fax (845) 794-8600

Invoice No. FOIL REQUEST

**INVOICE****Customer**

Name McCarthy Fingar, LLP Counselors at Law  
 Address Ms. Rhea Mallet, Esq., 711 Westchester Ave, Ste 405  
 City White Plains, State NY ZIP 10604  
 Phone (914) 946-3700 Fax: (914) 946-0134

Date 4/22/2025  
 Order No. FOIL REQUEST  
 Rep Attorney Mallet  
 FOB MMC Documents

Qty	Description	Unit Price	TOTAL
18	Time to Process Electronic (FOIL) Documents Re: Monticello Motor Club Project/Property Building, Planning & Zoning Dept. Clerk Hourly Rate	\$36.02	\$648.36
10	Time to Process Electronic (FOIL) Documents Re: Monticello Motor Club Project/Property Deputy Town Clerk Hourly Rate	\$32.73	\$327.30
SubTotal			\$975.66
Shipping & Handling			
Taxes			
<b>TOTAL</b>			<b>\$975.66</b>

**Payment Details**

☒ Check or Money Order

☐  
☐

Name \_\_\_\_\_

CC # \_\_\_\_\_

Expires \_\_\_\_\_

SubTotal \$975.66  
 Shipping & Handling  
 Taxes  
**TOTAL \$975.66**

Office Use Only

*Upon receipt of payment, the external file and copies are ready, which will be  
 provided at such time. Thank you !*

*If we can be of further assistance to you, please contact us.*



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

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

C-4

April 21, 2025

Commissioner Ruth Visnaukas  
NYS Department of Housing and Community Renewal

Dear Commissioner Visnaukas:

I am writing on behalf of our community to express my support for the joint application submitted by RUPCO and Sullivan County to the New York State Homes and Community Renewal's Plus One ADU program, with RUPCO serving as the lead agency.

In recent times, Sullivan County and the Town of Thompson have faced the daunting challenge of escalating housing costs, rendering our region and many municipalities unaffordable for the hardworking individuals who form the backbone of our community. Additionally, our population continues to age, with many seniors and older adults looking to downsize from more significant single-family properties while remaining within our community.

Accessory dwelling units (ADUs) represent a viable solution to these pressing concerns. ADUs offer housing options that align with the character of our community, making them more affordable and suitable for our workforce and our seniors looking to transition to more manageable living arrangements. While our Town zoning code does not define ADUs specifically, if the zoning allows for two-family use, ADUs would be allowed with Planning Board approval.

The Plus One ADU program, spearheaded by RUPCO and Sullivan County, presents an outstanding opportunity to enhance the affordability of homes and our residents while simultaneously expanding the housing stock within our region. We endorse and support RUPCO and Sullivan County's application for this program, recognizing it as a critical step toward addressing our housing challenges.

In conclusion, we appreciate your consideration for our support of the joint application by RUPCO and Sullivan County. Your continued commitment to addressing housing issues across New York State is deeply valued and aligns with our community's goals for a more inclusive and accessible housing landscape.

Thank you for your attention to this critical matter, and we look forward to the positive impact that the Plus One ADU program can bring to Sullivan County and, specifically, to our municipality's residents.

Sincerely,

William J. Rieber, Jr.  
Supervisor  
[supervisor@townofthompson.com](mailto:supervisor@townofthompson.com)  
845-794-2500 Ext. 306

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

## Countywide Assessment of Potable and Wastewater Infrastructure

### *Project Status Update*

In the Fall of 2024, the Sullivan County Division of Planning initiated a countywide assessment of potable and wastewater infrastructure, procuring the expertise and local experience of Delaware Engineering to complete this significant project.

The purpose of this project is to provide municipalities within Sullivan County with tangible data on existing conditions, and actionable information for future decision making. Staff at Delaware Engineering have reached out to every municipality in the County to gather and analyze data on known needs & challenges, infrastructure location, water quality, and much more. In addition to municipally-owned water systems, information was also sought and gathered when available for private water systems, to the extent possible.

To date, approximately 90% of existing data has been collected and reviewed. The project team is currently conducting a gap analysis and identifying priority areas that may not have been highlighted in the initial data gathering phase. If there are any known system challenges, or specific priorities for your municipality that were not already communicated to a member of Delaware Engineering's project team, please reach out to them immediately to provide that information- Contact information is included below.

A major component of this project is to address how infrastructure information is stored and accessed. Many municipalities only possessed paper copies of their water and sewer system layouts, some from the time of their initial construction. Digitizing available information for infrastructure location & type into GIS-based mapping documents provides security and continuity benefits; digitizing this information also makes it more easily accessible for others to reference and understand the constraints and/or opportunities present within any specific system. The project team anticipates being able to perform some digitization tasks as part of this project, but given the time and widely shared need in the County, we expect this effort to lead to frameworks for more efficient, coordinated follow-on efforts – as well as recommendations municipalities can implement immediately, when undertaking projects.

At the conclusion of this project, the report produced will include 'municipal profiles' for all communities in the County, providing detailed data on the extent, condition and capacity of water and sewer systems. Improvement recommendations will also be enclosed, highlighting opportunities to enhance system function, improve processes, address shared needs, or connect existing systems. All of this information can assist local Planning and Zoning board members as they review project proposals with the goal of providing guidance so areas lacking capacity will be better prepared to avoid becoming overburdened by increases in water and sewer demand. Additionally, these tools can be used to guide area-appropriate and data-driven economic development. Town & Village Boards can also utilize the information provided in the report during Comprehensive Plan updates, or when considering changes to zoning.

*If you have any questions, please contact the Division of Planning at (845) 807-0527. To reach the project team at Delaware Engineering, please contact Adam Yagelski or Kevin Schwenzfeier, at (518) 452-1290.*

County of Sullivan  
MORTGAGE TAX  
100 North Street, P.O. Box 5012  
Monticello, N.Y. 12701

JP MORGAN CHASE MONTICELLO  
ST JOHNS STREET  
MONTICELLO, NY 12701

Check  
Number **3427**

C-6

Vendor Number	Check Date	Check Amount
3020	04/25/2025	\$169,744.95

One Hundred Sixty-Nine Thousand Seven Hundred Forty-Four and 95/100 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

⑈3427⑈ ⑆022300173⑆ 789795408⑈

County of Sullivan - MORTGAGE TAX

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

INVOICE DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT
04/25/2025	TREAS04252516	MORTGAGE TAX 1 - 3/2025 PO# G/L Account: TA-00058-00237	169,744.95

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
3020	TOWN OF THOMPSON	3427	04/25/2025	\$169,744.95



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	(\$250,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
					Total	(\$250,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
	YTD Total for A000.3005.000			MORTGAGE TAX		(\$250,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
	Total for Fund A000					(\$250,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
	Grand Total					(\$250,000.00)	\$0.00	\$0.00	\$0.00	\$0.00

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

1. Date Notice Sent:	04/28/2025	1a. Delivered by:	Certified Mail Return Receipt Requested
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9589 071 050 70 0047 7034 28

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

For premises outside the City of New York:

 New Application  Removal  Class Change

For premises in the City of New York:

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

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

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

**For Renewal applicants, answer all questions**

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

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

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

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

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

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

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

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

**Applicant/Licensee Information:**

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

5. Applicant or Licensee Name: COFFEE SMOKE LLC

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

7. Street Address of Establishment: 42 KITZ RD

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

9. Business Telephone Number of applicant/ Licensee: 917-971-1762

10. Business E-mail of Applicant/Licensee: chevymn@gmail.com

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

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

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

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

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

☒ Patron Dancing    ☐ Employee Dancing    ☐ Exotic Dancing    ☐ Topless Entertainment☐ Video/Arcade Games    ☐ Third Party Promoters    ☐ Security Personnel☐ Other (specify): \_\_\_\_\_

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

OFFICE USE ONLY		
<input checked="" type="radio"/> Original	<input type="radio"/> Amended	Date <u>4/28/25</u>

*Coffee Smoke LLC**9589071052700047703428*

16. List the floor(s) of the building that the establishment is located on: GROUND FLOOR
17. List the room number(s) the establishment is located in within the building, if appropriate:
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
- |         |               |
|---------|---------------|
| <u></u> | <u></u>       |
| Name    | Serial Number |
21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No

**Owner of the Building in Which the Licensed Establishment is Located**

22. Building Owner's Full Name: SCHNEUR Z. MINSKY
23. Building Owner's Street Address: 42 KITZ RD
24. City, Town or Village: MONTICELLO State: NY Zip Code: 12701
25. Business Telephone Number of Building Owner: 917-755-1385

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

26. Representative/Attorney's Full Name: FRANK NALEVAIKO
27. Representative/Attorney's Street Address: 118-60 METROPOLITAN AVE, 1D
28. City, Town or Village: KEW GARDENS State: NY Zip Code: 11415
29. Business Telephone Number of Representative/Attorney: 718-909-9398
30. Business E-mail Address of Representative/Attorney: blu718@gmail.com

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

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

31. Printed Principal Name: SCHNEUR MINSKY Title: MEMBER

Principal Signature: 



**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 on **April 15, 2025**.

**ROLL CALL:**

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

**DRAFT**

**Also Present:** Marilee J. Calhoun, Town Clerk  
Michael B. Mednick, Town Attorney  
Jill M. Weyer, Director of Community Development  
Melissa DeMarmels, Town Comptroller  
Glenn Somers, Parks & Recreation Superintendent  
Hayden Carnell, Highway Superintendent  
Kelly Murran, Deputy Town Clerk  
Michael G. Messenger, Water & Sewer Superintendent

**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 Schock and seconded by Councilman Pavese the approval of the April 01<sup>st</sup>, 2025 Regular Town Board Meeting minutes were approved as presented.

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

**PUBLIC COMMENT:**

There was no public comment given.

**CORRESPONDENCE:**

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

- **Peter Parino, Thompson Resident:** Email dated 04/08/25 to Supt. Carnell & Supervisor Rieber Re: Thank You for Exceptional Road Maintenance Service.
- **Keith McIver, Assistant Engineer, NYS DOH:** Letter dated 04/07/25 to Town of Thompson Building, Planning, Zoning Officers and Boards Re: Kiamesha Route 42 Water District no new users and no expanding existing uses.

- **Gavin Vuillaume, RLA, Environmental Design Partnership, LLP:** Letter dated 03/31/25 to Town Clerk Calhoun Re: Lead Agency Coordination Letter for Proposed Catskill Hospitality Site Plan Application, 29 Golden Ridge Road, Monticello, NY – Including EAF Part 1 and Site Plan Map.
- **Suzannah Gray, Site Acquisition Analyst of Bluewave:** Letter dated 04/01/25 to Supervisor Rieber Re: Ground Lease Opportunity for Solar Farm Development at Camp Jened Drive, Rock Hill, NY.
- **Nadia Rajs, Chair, Sullivan County Legislature:** Letter dated 04/03/25 to Supervisor Rieber Re: Sullivan County Municipal Broadband Project/Catskill Open Access Network – Including EAF Part 1.
- **Town Clerk Calhoun:** Letter dated 04/01/25 to Office of the NYS Comptroller, NYSLRS Re: Standard Work Day & Reporting Resolution and Certificate/Affidavit of Posting.

## **AGENDA ITEMS:**

### **1) REVIEW & AUTHORIZE DISBURSEMENT #1 FROM NYS EFC FOR HARRIS SEWER DISTRICT IMPROVEMENT PROJECT, NO. C3-5378-02-00**

Comptroller Melissa DeMarmels explained the Grant Disbursement Request Form from the NYS EFC for the Harris Sewer District Improvement Project. The Grant Disbursement Request Form is so that the Town can get disbursement in the amount of \$329,722.06, which is Disbursement Request No. 1.

#### **The Following Resolution Was Duly Adopted: Res. No. 156 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby approves the Grant Disbursement Request Form in the amount of \$329,722.06 with the New York State Environmental Facilities Corp for the Harris Sewer District Improvement Project (Project No.: C3-5378-02-00) as disbursement request number 1 and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the Grant Disbursement Request Form as presented.

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

### **2) AUTHORIZE BINDING THE TOWN'S INSURANCE COVERAGE EFFECTIVE 05/01/2025**

#### **The Following Resolution Was Duly Adopted: Res. No. 157 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby authorizes the Town Supervisor to bind Property and Casualty Insurance Renewal Coverage with New York Municipal Insurance Reciprocal (NYMIR) effective May 1<sup>st</sup>, 2025, brokered through the Lebaum Company, Inc. Insurance Specialists in the amount of \$230,686.03.

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

**3) RESOLUTION TO AUTHORIZE HIRING OF AIDEN BANKS, PART-TIME CLERK IN TAX COLLECTOR'S OFFICE AT AN HOURLY RATE OF \$18.09 NOT TO EXCEED THE 2025 ADOPTED BUDGETED SALARY, EFF. 04/15/2025**

**The Following Resolution Was Duly Adopted: Res. No. 158 of the Year 2025.**

Resolved that Aiden Banks hereby be re-hired as a part-time Clerk in the Town of Thompson Tax Collector's Office as requested by the Town Tax Collector at an hourly rate of **\$18.09 per hour** not to exceed 2025 budgeted salary of \$6,000.00 effective April 15, 2025.

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

**4) HIGHWAY DEPARTMENT ITEMS:**

**A) ESTABLISH DATE FOR BID OPENING – VEHICLE & EQUIPMENT REPLACEMENT PARTS (THURSDAY, 05/01/2025 @ 2PM)**

**The Following Resolution Was Duly Adopted: Res. No. 159 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson advertise for bids for Vehicle Equipment & Replacement Parts, in accordance with specifications prepared, therefore, said bids to be opened on Thursday, May 1<sup>st</sup>, 2025, at 2:00 o'clock P.M., Prevailing Time, at the Town Hall, 4052 State Route 42 North, Monticello, New York, and the Town Clerk be, and she hereby is directed to advertise for bids in the official newspaper of the Town.

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

**B) ADOPT SULLIVAN COUNTY STONE & GRAVEL BID CONTRACT #B-24-39 08/22/2024 - 08/21/2025 FOR ZONE 4**

**The Following Resolution Was Duly Adopted: Res. No. 160 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby adopts the Sullivan County Bid No. B-20-32 for Stone and Gravel for the period of August 22, 2024 - August 21, 2025 and hereby authorizes the purchase from said bid list. The Town reserves the right to consider price, quality, availability and trucking costs and to purchase from the listed vendors to the best benefit of the Town.

Moved by: Councilman Mace                      Seconded by: Councilman Pavese

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

**5) WATER & SEWER DEPARTMENT ITEMS:**

**A) ESTABLISH DATE FOR BID OPENING – 1007C MANHOLE FRAMES & COVERS (THURSDAY, 05/01/2025 @ 2PM)**

**The Following Resolution Was Duly Adopted: Res. No. 161 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson advertise for bids for 1007C Manhole Frames & Covers for the Water & Sewer Department in accordance with specifications prepared, therefore, said bids to be opened on Thursday, May 1<sup>st</sup>, 2025, at 2:00 o'clock P.M., Prevailing Time, at the Town Hall, 4052 State Route 42 North, Monticello, New York, and the Town Clerk be, and she hereby is directed to advertise for bids in the official newspaper of the Town.

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

**B) PURCHASE REQUEST – (2) FORD F-150 SUPERCREW 4X4 PICKUP TRUCKS OFF ONONDAGA COUNTY BID # 0010808 FROM VAN BORTEL FORD FOR COST OF \$45,737.45 EACH, TOTAL COST OF \$91,474.90**

**The Following Resolution Was Duly Adopted: Res. No. 162 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby authorizes the purchase of (2) new Ford F-150 SuperCrew Pickup Trucks to be used by the Water & Sewer Department from Van Bortel Ford as follows:

- (2) 2025 Ford F-150 SuperCrew Pickup Truck 4X4 5'5" Box 145 WB including additional options listed, cost is \$45,737.45 each, total cost \$91,474.90.  
Onondaga County Bid #0010808

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

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

**A) AUTHORIZE ANY DONATIONS OF ARTIST FEES FOR BANNERS**

**The Following Resolution Was Duly Adopted: Res. No. 163 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby authorizes acceptance of any donations received back of artist fees for the Banner project to be applied to the Town Beautification Program and that after 60-Days of payment issuance, any check remaining outstanding shall be forfeited and considered a donation back to the Town Beautification Program.

Motion by: Councilman Schock  
Vote: Ayes 5  
Nays 0

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

**B) DISCUSS VOLUNTEER FEES BASED ON TOTAL HOURS OF CLASSES/PREP TIME/ETC. (\$125/2HR PROGRAM, \$200/3HR PROGRAM)**

Discussion was held regarding current Volunteer fees including thresholds of \$500.00 with no 1099 requirement and \$600.00 with 1099 requirement. Insurance requirements for Volunteers and Independent Contractors were also discussed. Further research is necessary before a decision on fees can be determined. There was no action taken at this time.

**C) RESOLUTION TO AUTHORIZE YOUTH TRIP TO MUSEUM OF NATURAL HISTORY ON TUESDAY, AUGUST 26<sup>TH</sup>, 2025 – TICKETS FOR \$20.00 PER PERSON TOTAL COST NOT TO EXCEED \$6,500.00**

**The Following Resolution Was Duly Adopted: Res. No. 164 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby authorizes a Youth Trip to the Museum of Natural History to be held on Tuesday, August 26<sup>th</sup>, 2025 upon the request of the Parks & Recreation Department at a total cost not to exceed \$6,500.00.

Moved by: Councilman Mace  
Vote: Ayes 5  
Nays 0

Seconded by: Councilman Schock

Rieber, Pavese, Schock, Meddaugh and Mace

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

**The Following Resolution Was Duly Adopted: Res. No. 165 of the Year 2025.**

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

**Delaware Engineering** **\$10,805.00 Total Cost**  
Invoice # 24-3122-2 – Engineering Services through March 02, 2025 on the Sackett Lake WWTP Improvement Engineering Report Project.

**Delaware Engineering** **\$5,830.00 Total Cost**  
Invoice # 24-3143-1 – Engineering Services through February 2025 on the Emerald Green Sewer WWTP Phase 2 Plant Upgrades Project.

**Delaware Engineering** **\$18,667.50 Total Cost**  
Invoice # 24-3143-2 – Engineering Services through March 2025 on the Emerald Green Sewer WWTP Phase 2 Plant Upgrades Project.

**Miller Hydrogeologic Inc.** **\$13,846.00 Total Cost**

Invoice # 25-005 – Payment #1 for Professional Services on the backup well installation for the Melody Lake Water District upgrade project as approved by MHE Engineering for period ending March 13, 2025.

(Procurement: Approved as per Resolution No. 93 of the Year 2025, Adopted on 01/21/2025.)

**Total Cost**

Moved by: Councilman Schock

Seconded by: Councilman Pavese

Vote: Ayes 5

Rieber, Meddaugh, Pavese, Schock and Mace

Nays 0

**9) BUDGET TRANSFERS & AMENDMENTS**

To: Town of Thompson - Supervisor and Council

From: Melissa DeMarmels - Comptroller

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

Board

Date: Meeting

4/15/2025

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

- 1) A Fund - Amend revenue budgets to reduce the Cannabis revenue received from the County to match their revised amount and recognize and additional park rental deferred in 2023
- 2) Harris Sewer District - Amend equipment expense budget to cover the two pumps replaced in 2024, but not billed until 2025

**The Following Resolution Was Duly Adopted: Res. No. 166 of the Year 2025.**

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

## Town Of Thompson

### Budget Transfers/Amendments

Town Board Meeting

FYE 12/31/24

Date: 4/15/2025

Account Number	Account Description		Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
		-				
A000.1116.000	Tax on Adult Use Cannabis			12,018.00		
A000.2001.000	Park Rentals		200.00			
SSHC.8130.200	Harris SD Equipment	Koester Pumps			62,500.00	
Totals			200.00	12,018.00	62,500.00	-

Net Effect To Budget 74,318.00

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

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

**The Following Resolution Was Duly Adopted: Res. No. 167 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 Pavese  
Vote: Ayes 5                      Rieber, Meddaugh, Schock, Pavese and Mace  
      Nays 0

### **OLD BUSINESS**

There was no old business reported on.

### **NEW BUSINESS**

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

**1) REQUEST TO USE TOWN ROADWAYS ON 06/14/24 FOR ROCK HILL RUN & RAMBLE 5K EVENT**

**The Following Resolution Was Duly Adopted: Res. No. 168 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby authorizes the use and temporary closure of Holiday Mtn Road, Edwards Road and the intersection of Bridgeville Road for the Rock Hill Run & Ramble 5K Race Event to be held on Saturday, June 14<sup>th</sup> from 8:45 AM to 10:00 AM. Further Be It Resolved, that said use shall be subject to the approval of the Town Highway Superintendent, the NYS DOT and the Sullivan County DPW.

Moved by: Councilman Schock                      Seconded by: Councilman Mace

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

**2) COLD SPRING WATER DISTRICT: HYDROGEOLOGIC TESTING – REVIEW & APPROVE PROPOSAL OF (MHI) MILLER HYDROGEOLOGIC INCORPORATED FOR REQUIRED WATER TESTING, TOTAL ESTIMATED COST IS \$66,810.00**

A proposal has been received for Hydrogeological Services on behalf of the Town of Thompson Town Board. The proposal is from (MHI) Miller Hydrogeologic Incorporated due to the limited number of Professionals providing this type of service. At the request of MHE Engineering, Miller Hydrogeologic Incorporated (MHI) submitted a proposal for Hydrogeological Services (Water Testing) for the Cold Spring Water District. Action was taken to approve the proposal as provided.

**The Following Resolution Was Duly Adopted: Res. No. 169 of the Year 2025.**

Resolved, that the Town of Thompson hereby approves the proposal of Miller Hydrogeologic Incorporated (MHI) for Hydrogeological Services (Water Testing) for the Cold Spring Water District on behalf of the Town of Thompson and that the Town Supervisor hereby be authorized to execute any necessary documents in connection with said proposal &/or agreement at a total cost estimate of \$66,810.00 as presented.

Motion by: Councilman Pavese                      Seconded by: Councilman Mace

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

**3) CONCORD ASSOCIATES LP – REQUEST TO PROCEED WITH SEWER DISTRICT EXTENSION IN THE ADELAAR SEWER DISTRICT**

Supervisor Rieber reported on a letter from Concord Associates LP requesting to proceed with the Sewer District Extension in the Adelaar Sewer District. A discussion was held and the Town is still waiting for the Map, Plan & Report. The matter will be revisited in the future once it has been received and reviewed. There was no action taken at this time.

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



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

- Amazon Prime Business Member Program
- The Boy Scouts Troop 101 is holding their Annual Spaghetti and Meatball Dinner Event to be held at the Rock Hill Fire Department on Saturday, 05/03/2025, 4PM to 7:00 PM, \$15.00 for adults & \$10.00 for kids under 12, kids under 3 free.
- American Red Cross Listing of April 2025 Blood Drives in Sullivan County.

**Highway Superintendent Hayden Carnell**

- Bids – Vehicle Equipment & Replacement Parts
- Lighting upgrades for New Highway Maintenance Facility

**Parks & Recreation Superintendent Glenn Somers**

- Thompson's Upcoming Youth & Community Events – Youth Candy Bingo 04/16, 6-8PM, Adult Bingo 04/30, 6-8PM, Zumba begins 05/01, 5:30-6:30PM, Litter Pluck Events Rock Hill 04/26, 9AM-12PM & Monticello 05/03, 9AM-12PM.
- Reported on the Rock Hill Volunteer Ambulance Corps Annual Easter Egg Hunt that was held on Sunday, 04/13/25 at Lake Ida Town Park.
- Plumbing completion on the Bathroom Project at Lake Ida Town Park.

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

- Mr. Manhole projects for the season are scheduled to begin shortly.

**Comptroller Melissa DeMarmels**

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

**Director of Community Development Jill M. Weyer**

- Sullivan 180 – Status of Municipal Partnership Grant
- Submitted response to RFI (NY BRICKS) Program

**PUBLIC COMMENT**

There was no public comment.

**ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION**

- 05/06/25 at 7PM: Regular Town Board Meeting.
- 05/10/25 at 9AM-12PM: Spring Shred Day Event at the Highway Department.
- 04/14/25–05/24/25: Spring Cleanup Event, Vouchers are available in the Town Clerk's Office starting April 1<sup>st</sup>.

**EXECUTIVE SESSION**

On a motion made by Councilwoman Meddaugh and seconded by Councilman Schock the Town Board entered into Executive Session at 7:43 PM with Attorney Mednick,

Supt. Somers, Director Weyer and Comptroller DeMarmels to discuss proposed contract negotiations.

The Zoom Livestream Videoconferencing connection was disconnected.

Executive Session was held.

The Town Board returned from Executive Session at 8:36 PM. There was no further action taken.

**ADJOURNMENT**

On a motion made by Councilman Schock and seconded by Councilman Pavese the meeting was adjourned at 8:36 PM. All board members voted in favor of adjourning the meeting.

**Respectfully Submitted By:**

  
\_\_\_\_\_  
Marilee J. Calhoun, Town Clerk




Town of Thompson  
Warrant Report

Town of Thompson  
Warrant Report

I hereby certify that the vouchers listed on the attached abstracts of prepaid and claims payable have been duly audited and are presented for payment to the Town Board of the Town of Thompson at the regular meeting there of, held on the 15<sup>th</sup> day of April 2025 in the amounts respectively specified. Authorization is hereby given and direction is made to pay each of the claimants in the amount as specified upon each claim stated.

  
Melissa DeMarnets, Comptroller

  
William L. Riebet Jr., Supervisor



Town of Thompson  
Warrant Report

Unposted Batch Totals									
Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total				
T000	TRUST & AGENCY FUND	\$0.00	\$0.00	\$15,522.66	\$15,522.66				
Unposted Batch Grand Totals		\$0.00	\$0.00	\$15,522.66	\$15,522.66				

Posted Batch Totals									
Fund	Fund Description	Invoice Batch		Manual Checks		Purchase Cards		Total	
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid
A000	GENERAL FUND TOWN WIDE	\$212,483.19	\$0.00	\$0.00	\$0.00	\$11,087.79	\$0.00	\$223,570.98	\$0.00
B000	GENERAL TOWN OUTSIDE	\$49,575.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,575.16	\$0.00
DA00	HWY#3 / 4 - TOWN WIDE	\$75,508.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,508.56	\$0.00
DB00	HWY#1 - TOWN OUTSIDE	\$99,848.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,848.14	\$0.00
H000	CAPITAL PROJECTS	\$43,723.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,723.43	\$0.00
RD00	ADELAAR ROAD IMPROVEMENT DISTRICT	\$2,382,447.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,382,447.66	\$0.00
SL01	ROCK HILL LIGHTING	\$1,524.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,524.58	\$0.00
SL02	LUCKY LAKE LIGHTING	\$289.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$289.36	\$0.00
SL03	LAKE LOUISE MARIE	\$882.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$882.48	\$0.00
SL04	PATIO HOMES LIGHTING	\$620.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$620.87	\$0.00
SL05	KIAMESHA SHORES LIGHTING	\$185.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.39	\$0.00
SL06	EMERALD GREEN LIGHTING	\$10,838.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,838.70	\$0.00
SL07	TREASURE LAKE LIGHTING	\$86.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86.78	\$0.00
SL08	CONGERO ROAD LIGHTING	\$94.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$94.57	\$0.00
SL09	YESHIVAKIAM. LIGHTING DISTRICT	\$771.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$771.54	\$0.00
SL10	EMERALD CORP. PARK LID#10	\$120.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120.56	\$0.00
SL11	ADELAAR Lighting	\$897,947.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$897,947.44	\$0.00
SL12	Route 42 N Lighting	\$2,162.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,162.78	\$0.00
SSAR	Adelaar Sewer District	\$18,405.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,405.16	\$0.00
SSHC	Harris Consolidated Sewer District	\$17,699.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,699.97	\$0.00
SSKC	Kiamesha Consolidated Sewer District	\$87,127.37	\$0.00	\$0.00	\$0.00	\$61,000.00	\$0.00	\$148,127.37	\$0.00
SSMO	MELODY LAKE SEWER DISTR.	\$2,456.99	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$5,456.99	\$0.00
SSRC	Rock Hill Emerald Green Consolidated Sewer Dist	\$48,451.81	\$0.00	\$0.00	\$0.00	\$21,000.00	\$0.00	\$69,451.81	\$0.00
SSSO	SACKETT LAKE SEWER DISTRICT	\$37,803.58	\$0.00	\$0.00	\$0.00	\$8,500.00	\$0.00	\$46,303.58	\$0.00
SWA0	ADELAAR RESORT WATER DISTRICT	\$2,883.29	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$3,383.29	\$0.00
SWC0	COLD SPRING WATER	\$2,098.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,098.97	\$0.00
SWD0	DILLON WATER DISTRICT	\$996.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$996.35	\$0.00
SWK0	KIAMESHA RT42 WATER	\$831.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$831.09	\$0.00
SWL0	LUCKY LAKE WATER DISTR	\$448.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$448.45	\$0.00



Town of Thompson  
Warrant Report

SWM0	MELODY LAKE WATER	\$1,047.37	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$2,047.37	\$0.00
T000	TRUST & AGENCY FUND	\$4,263.51	\$0.00	\$0.00	\$0.00	\$14,619.45	\$0.00	\$18,882.96	\$0.00
Posted Batch Grand Totals		\$4,003,625.10	\$0.00	\$0.00	\$0.00	\$192,707.24	\$0.00	\$4,196,332.34	\$0.00

Report Grand Totals

Fund	Fund Description	Invoice Batch		Manual Checks		Purchase Cards		Total	
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid
A000	GENERAL FUND TOWN WIDE	\$212,483.19	\$0.00	\$0.00	\$0.00	\$11,087.79	\$0.00	\$223,570.98	\$0.00
B000	GENERAL TOWN OUTSIDE	\$49,575.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,575.16	\$0.00
DA00	HWY#3 / 4 - TOWN WIDE	\$75,508.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,508.56	\$0.00
DB00	HWY#1 - TOWN OUTSIDE	\$99,848.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,848.14	\$0.00
H000	CAPITAL PROJECTS	\$43,723.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,723.43	\$0.00
RD00	ADELAAR ROAD IMPROVEMENT DISTRICT	\$2,382,447.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,382,447.66	\$0.00
SL01	ROCK HILL LIGHTING	\$1,524.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,524.58	\$0.00
SL02	LUCKY LAKE LIGHTING	\$289.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$289.36	\$0.00
SL03	LAKE LOUISE MARIE	\$882.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$882.48	\$0.00
SL04	PATIO HOMES LIGHTING	\$620.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$620.87	\$0.00
SL05	KIAMESHA SHORES LIGHTING	\$185.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.39	\$0.00
SL06	EMERALD GREEN LIGHTING	\$10,838.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,838.70	\$0.00
SL07	TREASURE LAKE LIGHTING	\$86.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86.78	\$0.00
SL08	CONGERO ROAD LIGHTING	\$94.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$94.57	\$0.00
SL09	YESHIVA/KIAM. LIGHTING DISTRICT	\$771.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$771.54	\$0.00
SL10	EMERALD CORP. PARK L/D#10	\$120.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120.56	\$0.00
SL11	ADELAAR Lighting	\$897,947.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$897,947.44	\$0.00
SL12	Route 42 N Lighting	\$2,162.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,162.78	\$0.00
SSAR	Adelaar Sewer District	\$18,405.16	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$24,405.16	\$0.00
SSHC	Harris Consolidated Sewer District	\$17,699.97	\$0.00	\$0.00	\$0.00	\$66,000.00	\$0.00	\$83,699.97	\$0.00
SSKC	Kiamesha Consolidated Sewer District	\$87,127.37	\$0.00	\$0.00	\$0.00	\$61,000.00	\$0.00	\$148,127.37	\$0.00
SSMO	MELODY LAKE SEWER DIST.	\$2,456.99	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$5,456.99	\$0.00
SSRC	Rock Hill Emerald Green Consolidated Sewer Dist	\$48,451.81	\$0.00	\$0.00	\$0.00	\$21,000.00	\$0.00	\$69,451.81	\$0.00
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SWC0	COLD SPRING WATER	\$2,098.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,098.97	\$0.00
SWD0	DILLON WATER DISTRICT	\$996.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$996.35	\$0.00
SWK0	KIAMESHA RT42 WATER	\$831.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$831.09	\$0.00
SWL0	LUCKY LAKE WATER DISTR	\$448.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$448.45	\$0.00
SWM0	MELODY LAKE WATER	\$1,047.37	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$2,047.37	\$0.00
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Grand Totals		\$4,003,625.10	\$0.00	\$0.00	\$0.00	\$192,707.24	\$15,522.66	\$4,196,332.34	\$15,522.66

AI-1.



**MAP, PLAN AND REPORT**

**FOR**

**EXTENSION NO. 2**

**OF THE**

**CONSOLIDATED HARRIS SEWER DISTRICT**

**TOWN OF THOMPSON**

**SULLIVAN COUNTY, NEW YORK**

**Client:**

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

**Prepared by:**

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

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

**Job No.: 95-55.1, 24-101**  
**Date: April 1, 2025**  
**Rev: April 29, 2025**

**NEW YORK OFFICE**

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

**PENNSYLVANIA OFFICE**

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

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<b>D. Existing and Proposed Improvements .....</b>	<b>2</b>
<b>E. Project Approvals .....</b>	<b>4</b>
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Attachment 1	Correspondence
Attachment 2	District Extension Map
Attachment 3	Description of District Extension
Attachment 4	Town Code Chapter 194 Part 2 Sewer Rents 2020 Schedule of Points
Attachment 5	Local Law No. 4 of 2024

A. **INTRODUCTION**

The owners of Brookview Cottages, located at 447 Old Route 17, have petitioned the Town of Thompson Town Board for the consideration of an extension to the Consolidated Harris Sewer District. At the time of formation and construction of the existing Harris Sewer District collection system, the subject property granted the Town an easement for gravity sewer main installation. As a condition of that recorded easement, the property owner could request annexation into the district at a future date. The Town Board, therefore, authorized MHE Engineering D.P.C. at the October 15, 2024 Town Board meeting to prepare the following Map, Plan and Report for the District Extension. The Resolution and Authorization are provided as Attachment 1 to this report.

B. **BENEFIT AREA**

The area to be benefited includes the following parcels:

- Tax Map Parcel 7.-1-44.2. Old Route 17 borders the parcel on the north side and Interstate 86 boards the parcel on the south side. The parcel is approximately 16.36 acres in size. The property classification is 417 – Cottages.
- Tax Map Parcel 7.-1-41. Old Route 17 borders the parcel to the north. Parcel 7.-1-44.2 boards the parcels other 3 sides. The parcel is approximately 0.4 acres in size. The property classification is 311 – residential vacant.
- Tax Map Parcel 7.-1-44.3. Old Route 17 borders the parcel to the north. Parcel 7.-1-44.2 boards the parcels other 3 sides. The parcel is approximately 0.9 acres in size. The property classification is 311 – residential vacant.
- Tax Map Parcel 7.-1-44.4. Old Route 17 borders the parcel to the north. Parcel 7.-1-44.2 boards the parcels other 3 sides. The parcel is approximately 0.9 acres in size. The property classification is 311 – residential vacant.

The district extension is more formerly shown on the map provided as Attachment No. 2 and described in Attachment No. 3.



C. **PROJECT DESCRIPTION**

The parcels identified above are currently developed with a group of seasonal cottages. Information provided by the property owner indicates that there are currently 21 three-bedroom units on the parcels for a total of 63 bedrooms. At a flow rate of 110 gallons per day per bedroom, it is anticipated that the development will generate approximately 6,930 gallons per day of wastewater (gpd).

The property owner has indicated that future plans may include an additional 15 units each with 4 bedrooms. With a flow of 110 of 110 gpd/bedroom the additional future flows are estimated to be 6,600 gpd bringing the potential future site wastewater flows to 13,530 gpd.

This report will identify any improvements necessary for the connection of the subject properties to the Consolidated Harris Sewer District and costs associated to provide service to the property.

D. **EXISTING AND PROPOSED IMPROVEMENTS**

1. Village of Monticello WWTP Capacity:

The Town has an Intermunicipal Agreement with the Village of Monticello for the sewage flows generated by the Consolidated Harris Sewer District to be discharged to the Village sewer system. This Agreement and amendments are provided in Attachment 1. Under the Agreement, the Town may discharge up to 400,000 gpd to the Village system. Flow is metered and the Village bills the Harris District based upon recorded flows. The Village of Monticello Wastewater Treatment Plant has a permitted capacity of 3,100,000 gallons per day. The plant operates under SPDES Permit NY-0022454. Proposed District Extension Number 2 has an initial estimated sewage flow of 6,930 gpd with a future build out flow of 13,530 gpd. The existing WWTP has capacity to accept flows from the proposed extension without further improvements. In accordance with the Intermunicipal Agreement, the Monticello Village Board must authorize the extension of the district to accept these flows by resolution. This authorization must be obtained prior to formalizing the district extension.

## 2. Collection System Mains:

The existing Sewer District Collection System includes an 8" diameter gravity main which conveys flows in a south-easterly direction on Old Route 17 to the North-western corner of the project site. The gravity main then turns south and runs through the project property and under Route 17/86 to the Ben Mosche pump station. The main is located within an easement on Tax Map Parcel 7.-1-44.2.

The 8" diameter gravity sewer main has sufficient capacity to receive an additional 13,530 gpd from the project parcels without additional improvements to the collection system.

## 3. Ben Mosche Pump Station:

Flows from the existing district and the proposed parcels to be added are tributary to the Ben Mosche pump station located adjacent to Ben Mosche Road and Kinne Brook. This pump station is currently in the process of being upgraded as part of an overall district wide project. The new pump station will have sufficient capacity to accommodate flows from the proposed district extension without additional improvements.

## 4. Onsite Collection System:

As noted, the existing 8" gravity sewer main runs through the project parcel. Therefore, a sewer main extension is not required. However, an onsite series of laterals will need to be installed to collect sewage flows from the bungalows on site and connect to the existing gravity sewer main. Some units may require sewage ejector pumps due to elevations on the site. The property owner will be responsible to obtain any necessary survey and engineering services to design and construct the onsite sewer laterals to each dwelling.

The existing onsite disposal system, including septic tanks and absorption areas, will need to be located and properly abandoned or removed.

E. **PROJECT APPROVALS**

The proposed project includes sewer flows in excess of 2,500 gpd, which meets the definition of a sewer extension under 6 NYCRR Part 750 1.2(83). Therefore, the construction of onsite sewer laterals and abandonment of the existing on lot disposal systems will require approval from NYS Department of Environmental Conservation (DEC). A permit for connection to the existing 8" gravity sewer main will also be required from the Town Sewer Department, which will include inspection and testing of all service connections.

F. **PROJECT COSTS**

The property owners will be responsible for all design, permitting and construction costs associated with the installation of infrastructure improvements for the collection and conveyance of wastewater on the property to the connection point at the existing 8" gravity sewer main. There will be no cost to the current district for these improvements.

G. **ANNUAL COSTS**

The Consolidated Harris Sewer District assesses Annual Debt Costs and Operation and Maintenance (O&M) Costs on a point system, which is based upon Property Use Classification, and which is defined in the Town Code, Chapter 194, Part 2 Sewer Rents. Part 2 and the current Schedule of Points for the district is provided in Attachment 4.

The primary use of the parcels included in the district extension is primarily classified as Property Use 417 – Camps/Cottage/Bungalows. The sewer rents for this property use are 5 Rent Points (O&M) and 10 Debt points per unit.

The Town of Thompson Town Board has adopted Local Law No. 04 of 2024, provided as Attachment 5, which establishes the following rates for the Consolidated Harris Sewer District Assessment:

Capital Debt Service = \$2.90/Point  
Annual O&M Cost = \$31.26/Point

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

For this parcel with a cottage property classification of 417, the annual cost would be calculated per unit as follows:

O&M (Rent) 5 Points (\$31.26/Point) = \$156.30

Capital Debt 10 Points (\$2.90/Point) = \$29.00

Total Annual Cost = \$185.30 per unit

For the existing property use of 21 cottage units, the annual cost would then be:

21 units (\$185.30 per unit) = \$3,891.30 per year.

The property owner has indicated that they may expand in the future with an additional 15 units. If that project is undertaken the annual cost would then be:

36 units (\$185.30 per unit) = \$6,670.80 per year.

The above costs are based upon the current rates established by the Town Board. The properties will be assessed the actual rates established by the Board in the future.

A typical single-family dwelling, Property Class 210, is assessed 10 Rent Points and 10 Debt Points. The typical, 1–4 bedroom dwelling, sewer cost is calculated as follows:

O&M (Rent) 10 Points (\$31.26/Point) = \$312.60

Capital Debt 10 Points (\$2.90/Point) = \$29.00

Total Annual Cost = \$341.60

As the required improvements are being constructed at Brookview Cottage's expense, there will be no additional cost to the district. Therefore, the cost to the typical single family dwelling will not change as a result of the district extension.

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

PRESENT:

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

-----X  
In the Matter of  
Proposed Extension No. 2 of the **CONSOLIDATED**  
**HARRIS 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 #2 of the Consolidated Harris 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 April 1, 2025, which engineers are duly licensed by the State of New York, and which report and plan are on file in the office of the Town Clerk for public inspection; and

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

**WHEREAS**, the improvement proposed for the said Consolidated Harris Sewer District, as extended, consists of providing a means by which Brookview Cottages (T/O Thompson Tax

Map Parcel #7-1-44.2) may dispose of sewage by becoming part of the said Consolidated Harris Sewer District, and

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

**WHEREAS**, the annual average cost for a typical single family residence with one (1) to four (4) bedrooms would be *Three Hundred Forty-One and 60/100 (\$341.60) 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 Consolidated Harris 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 \_\_\_\_\_ day of June, 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.

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

WILLIAM J. RIEBER, JR.	VOTING	Aye
SCOTT MACE	VOTING	Aye
JOHN A. PAVESE	VOTING	Aye
MELINDA S. MEDDAUGH	VOTING	Aye
RYAN T. SCHOCK	VOTING	Aye

The order was thereupon declared duly adopted.

\* \* \* \* \*

**JK EXPEDITING SERVICES CORP.****63 LIBERTY STREET - PO Box 369****MONTICELLO, NY 12701****PHONE 845-796-9110**

April 9, 2025

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

**RE: Request for Consideration of a Sewer District Extension  
Consolidated Harris Sewer District  
190 Cold Spring Road  
Town of Thompson Tax Map No. 29.-1-21**

Dear Supervisor Rieber and Town Board Members;

I represent the owner of the property mentioned above regarding a proposal to annex the property into the Consolidated Harris Sewer District to provide municipal sewer service.

The parcel is currently occupied by a single-family home. The owner is proposing to construct a maximum of 6 additional units.

The projected flow for this project would be 3,850 gallons per day (7 homes x 5 bedrooms x 110 gpd per bedroom).

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

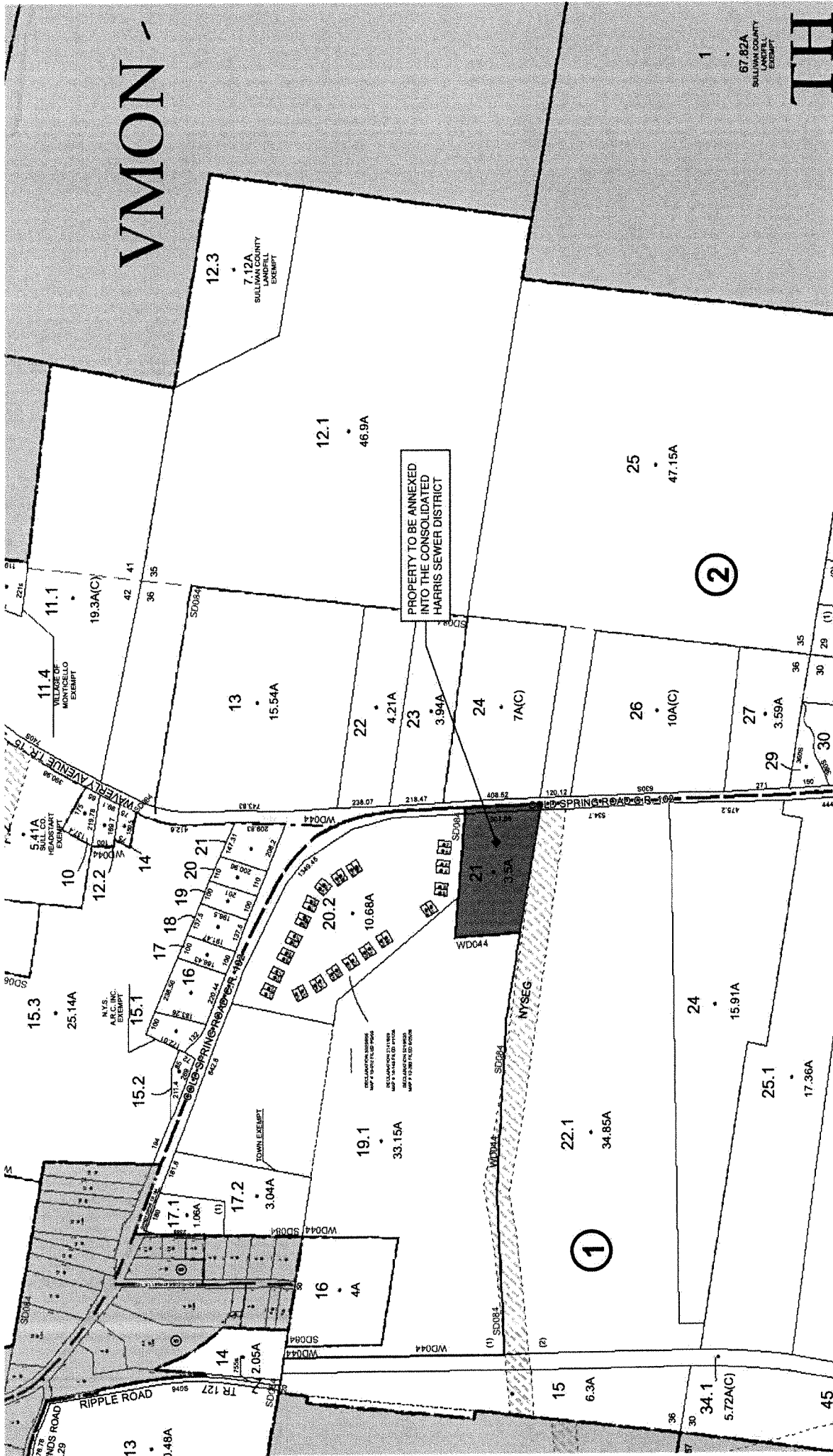
With this letter I would like to ask the Board to consider this request and take any action as appropriate to authorize the completion of a Map, Plan and Report by the Town Engineer.

If you have any questions, please do not hesitate to contact me at 845-796-9110 or by email at [joel@jkexpediting.com](mailto:joel@jkexpediting.com)

Truly yours,

*Joel Kohn*





## Marilee Calhoun (Town of Thompson)

---

**From:** Joel Kohn <[joel@jkexpediting.com](mailto:joel@jkexpediting.com)>  
**Sent:** Wednesday, April 9, 2025 1:24 PM  
**To:** Supervisor (Town of Thompson)  
**Cc:** marilee (clerk-town of thompson); Shmuel Sandel  
**Subject:** 190 Cold Spring Rd. - Sewer District Extension  
**Attachments:** REQUEST FOR CONSOLIDATED HARRIS SEWER DISTRICT EXTENSION - JK.pdf

Good afternoon,

See attached request to annex 190 Cold Spring Rd. property within the consolidated Harris Sewer District.

Please add this project to the May 6th Town Board agenda.

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

Sincerely,



**Joel Kohn**

**JK Expediting Services**

📍 390 Broadway, Suite 1 | P.O. Box 369 |  
Monticello, NY 12701

☎ (845) 796-9110

✉ [Joel@jkexpediting.com](mailto:Joel@jkexpediting.com)

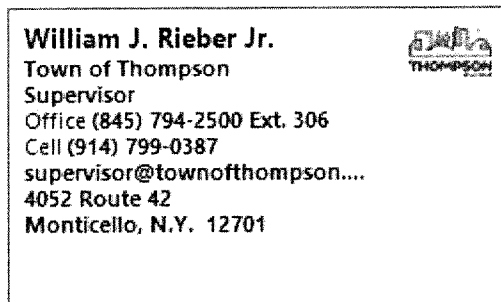
## Marilee Calhoun (Town of Thompson)

---

**From:** William J. Rieber, Jr. <supervisor@townofthompson.com>  
**Sent:** Thursday, April 24, 2025 4:11 PM  
**To:** 'Joel Kohn'  
**Cc:** 'marilee (clerk-town of thompson)'; 'Shmuel Sandel'  
**Subject:** RE: 190 Cold Spring Rd. - Sewer District Extension  
**Attachments:** 20250416\_114525.jpg

Sorry Joel. I did draft a response but never sent it. I'll put it on but I have to say the property is not kept up well. There were prior violations that apparently did not register with your client.

Bill



William J. Rieber, Jr.  
Supervisor  
Town of Thompson  
845-794-2500 Ext. 306  
845-794-8600 – Fax  
Email: [supervisor@townofthompson.com](mailto:supervisor@townofthompson.com)  
*Town of Thompson is an equal opportunity provider and employer.*



**From:** Joel Kohn <joel@jkexpediting.com>  
**Sent:** Thursday, April 24, 2025 1:33 PM  
**To:** Supervisor (Town of Thompson) <supervisor@townofthompson.com>  
**Cc:** marilee (clerk-town of thompson) <marilee@townofthompson.com>; Shmuel Sandel <shmuel@jkexpediting.com>  
**Subject:** Re: 190 Cold Spring Rd. - Sewer District Extension

Good afternoon,

I just want to confirm that you received this, and that it will be added to the May 6th Town Board agenda.

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

**Marilee (Town of Thompson)**

---

**From:** Jessey Horvat <jhorvat@edrdpc.com>  
**Sent:** Thursday, May 1, 2025 10:31 AM  
**To:** William J. Rieber, Jr.  
**Cc:** 'Dan Hogue'; marilee@townofthompson.com; Michael Mednick; Jill Weyer  
**Subject:** RE: Proposed Town Line Solar Project (ORES Matter Number 24-03035) - Visual Outreach  
**Attachments:** Town Line Layout Comparison Screenshot.PNG

Bill,

We appreciate your response and understand that there is a lot of information here to digest – happy to set up a virtual meeting to go over these materials with you or the planning board and answer any questions you may have pertaining to the visual assessment.

The visual outreach materials show and evaluate the project layout as it was in late February/early March when we completed the preliminary viewshed analysis. The layout that you were provided appears to be a more current iteration of the design; the attached screenshot shows the PV panel array layout included and evaluated in the visual outreach materials (shown in blue) and the current layout that you were provided (shown in grey) focusing on the area that you identified; PV panel arrays have expanded and increased size in certain locations but have also contracted in other locations since we completed the preliminary visual analysis, as you can see.

It's worth noting that both of these layouts are preliminary, and additional shifts to the layout may occur due to different design and environmental constraints. As the design develops, EDR will continue to review and update our viewshed analysis, complete additional field review, and modify and add to the number of simulations we'll be preparing and evaluating for the visual impact assessment report to ensure that adequately represents these impacts within the overall study area. We believe that this will result in a complete and thorough report that will provide you and other interested stakeholders with the information you'll need to understand the visual impacts of the project.

Thanks for provided information for Laura Jones and Frank Kelly, we'll give them a call and see if they would like to meet and discuss the potential visual impacts of the project.

The Town can hire a consultant to review these materials (and other materials provided by the development team) now and can seek funds for this work when the application is filed. If you have any additional questions on that process, please contact Conner Roth from RWE Clean Energy, who can be reach via email at [conner.roth@rwe.com](mailto:conner.roth@rwe.com) or by phone at (512) 975-6597.

Thank you,

Jessey Horvat

EDR Project Manager, Visualization Services

217 Montgomery Street, Suite 1100, Syracuse, New York 13202

E: [jhorvat@edrdpc.com](mailto:jhorvat@edrdpc.com) P: 315.471.0688 ext.

684 [https://link.edgepilot.com/s/944c48e3/0obQIKxaV06a\\_cmlzZvtwg?u=http://www.edrdpc.com/](https://link.edgepilot.com/s/944c48e3/0obQIKxaV06a_cmlzZvtwg?u=http://www.edrdpc.com/)

EDR a better environment

**From:** William J. Rieber, Jr. <supervisor@townofthompson.com>

**Sent:** Wednesday, April 23, 2025 11:14 AM

**To:** Jessey Horvat <jhorvat@edrdpc.com>

**Cc:** 'Dan Hogue' <forestburghsupervisor@gmail.com>; marilee@townofthompson.com; Michael Mednick

<michael@michaelmednick.com>; Jill Weyer <jweyer@townofthompson.com>

**Subject:** RE: Proposed Town Line Solar Project (ORES Matter Number 24-03035) - Visual Outreach

[EXTERNAL SENDER]

Jessey:

I have received the email. It is a lot to absorb, however, can confirm whether the footprint of the entire project has increased since it was first brought to me? It appears that there is a substantial increase North of Melody Lake and possible West of Cold Spring Road. See attached map (Red is Melody and Green is West of Road).

Residents of the Melody Lake development are concerned about the visual impact of the above areas and are interested in a meeting or site visit. If anyone wants to reach out please contact Laura Jones or Frank Kelly at 845-794-2141 and 917-301-1010 respectively.

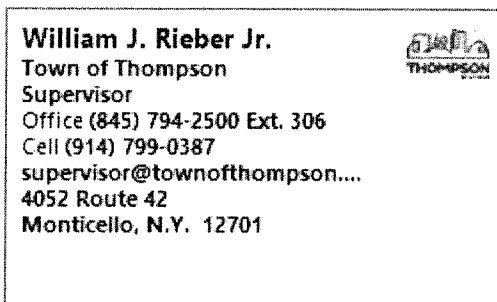
**Please note:**

While confirming our receipt of the mapping, please do not take this email as a tacit approval/acceptance simply because you are putting it before me. It is my understanding that we will be afforded funds for professionals to intervene on our behalf during the process. Thompson would like to take advantage of this at the appropriate time. There is a lot to absorb here and these reviews are typically done at the planning board level, not solely the Supervisor.

I do have a meeting with my counterpart in, Forestburgh Supervisor Hogue and a rep from ORES next week which hopefully will shed further light on the process.

Thank you.

Bill Rieber



William J. Rieber, Jr.

Supervisor

Town of Thompson

845-794-2500 Ext. 306

845-794-8600 – Fax

Email: [supervisor@townofthompson.com](mailto:supervisor@townofthompson.com)

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



**From:** Jessey Horvat <jhorvat@edrdpc.com>  
**Sent:** Tuesday, April 8, 2025 4:51 PM  
**To:** [supervisor@townofthompson.com](mailto:supervisor@townofthompson.com); [marilee@townofthompson.com](mailto:marilee@townofthompson.com)  
**Subject:** RE: Proposed Town Line Solar Project (ORES Matter Number 24-03035) - Visual Outreach

Good Afternoon,

An EDR representative who was at the recent public meeting for the proposed Town Line Solar project informed me that you may not have received an email that I sent out on March 20<sup>th</sup> regarding the visual outreach efforts. Please see my email below for information regarding the preliminary visual assessment that was completed for the project and our request for feedback regarding potential visually sensitive resources and locations for simulation development.

If you could please confirm that you have received this email it would be greatly appreciated. Please feel free to reach out to me if you have any questions on the materials provided in the sharepoint link below.

**Jessey Horvat**


EDR Project Manager, Visualization Services  
217 Montgomery Street, Suite 1100, Syracuse, New York 13202  
E: [jhorvat@edrdpc.com](mailto:jhorvat@edrdpc.com) P: 315.471.0688 ext.  
684 [https://link.edgepilot.com/s/944c48e3/0obQIKxaV06a\\_cmlzZvtwg?u=http://www.edrdpc.com/](https://link.edgepilot.com/s/944c48e3/0obQIKxaV06a_cmlzZvtwg?u=http://www.edrdpc.com/)  
EDR a better environment

**From:** Jessey Horvat  
**Sent:** Thursday, March 20, 2025 2:25 PM  
**Subject:** Proposed Town Line Solar Project (ORES Matter Number 24-03035) - Visual Outreach

Dear Project Stakeholder,

This email is regarding the Town Line Solar Project that is proposed to be located in the Towns of Forestburgh and Thompson, Sullivan County, New York that will be reviewed under Article VIII of the New York State Public Service Law (ORES Matter Number 24-03035). On behalf of the project Applicant (RWE Solar Development, LLC), Environmental Design and Research, Landscape Architecture, Engineering and Environmental Services, D.P.C. (EDR) is reaching out to request your input in the identification of visually sensitive resources, proposed sensitive land-uses, and potential photosimulation locations. This information will help inform the content of a Visual Impact Assessment that is being prepared to assess the potential visibility and visual impact of the project.

A letter with additional instructions and attachments with information regarding potential project visibility, identified visually sensitive resources in the study area, and the locations that we have selected for the development of photosimulations can be accessed through the link to EDR's sharepoint site, below.

 [Visual Outreach Materials](#)

The input being requested with this outreach includes the identification of publicly accessible locations that may be sensitive to visual change, and that are important to you and the local community. We ask that your responses be provided by **April 18, 2025**, to provide sufficient time to incorporate your feedback into the Visual Impact Assessment.

Thank you in advance for your participation,

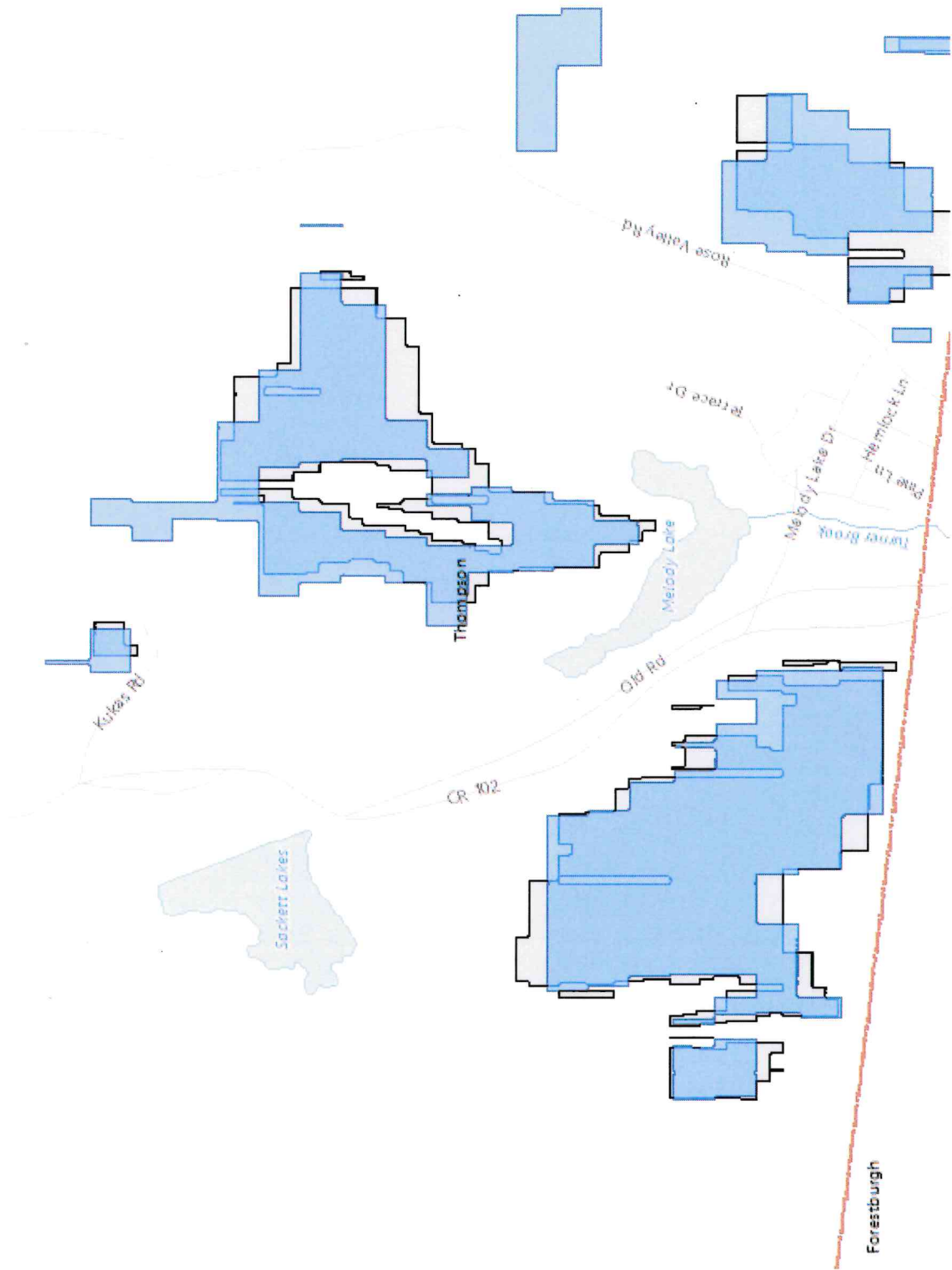
**Jessey Horvat**  
EDR Project Manager, Visualization Services

217 Montgomery Street, Suite 1100, Syracuse, New York 13202

E: [jhorvat@edrdpc.com](mailto:jhorvat@edrdpc.com) P: 315.471.0688 ext.

684 [https://link.edgepilot.com/s/944c48e3/0obQIKxaV06a\\_cmlzZvtwg?u=http://www.edrdpc.com/](https://link.edgepilot.com/s/944c48e3/0obQIKxaV06a_cmlzZvtwg?u=http://www.edrdpc.com/)

EDR a better environment





AI-4



Heather Berg, Tax Receiver  
Town of Thompson  
4052 State Route 42  
Monticello, NY 12701

April 17, 2025

William Rieber  
Supervisor  
Town of Thompson  
Monticello, NY 12701

Re: Tax Warrant 2023 – penalties, service charges and interest disbursement

⚡

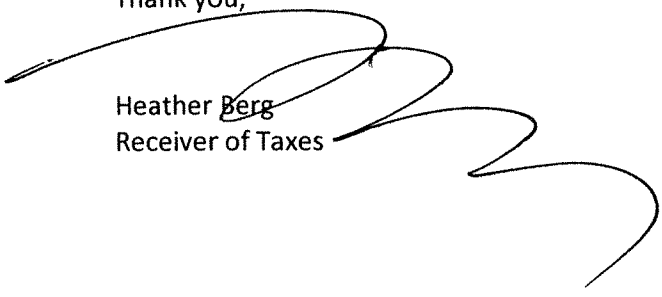
Dear William,

As of April 17, 2025, the following has been received through tax collection:

Penalties/Ints	\$	148,955.70	62,031
Misc Fees	\$	1,804.76	<del>18,005</del> 18,004
Bank Interest	\$	41,745.45	<del>2094</del> + 3432

Thank you,

Heather Berg  
Receiver of Taxes



TOWN OF THOMPSON  
TAX COLLECTION

VENDOR NO.

DATE

1025

TAX WARRANT

TOWN OF THOMPSON

INVOICE NUMBER	Penalties/ Taxpayer Interest Collected	GROSS AMOUNT	DISCOUNT	PAYMENT AMOUNT
			\$ 148,955.70	
	Misc collected Fees (includes \$2 fees)		\$ 1,804.76	

SF4001HGL3-1SA



TO REORDER, CALL YOUR LOCAL SAFEGUARD ADVISOR AT 845-471-4466

CTFTN20020000 B17SF002833

TOWN OF THOMPSON  
TAX COLLECTION

476

TOWN OF THOMPSON  
TAX COLLECTION  
4052 ROUTE 42N  
MONTICELLO, NY 12701

WAYNE BANK

60-854/313

1025

CHECK NO.

04/17/2025  
DATE

CHECK AMOUNT  
\$150,760.46

\$

PAY ONE HUNDRED FIFTY THOUSAND seven HUNDRED sixty dollars and .46/100-----

TO THE  
ORDER  
OF TOWN OF THOMPSON

2025 TAX PENALTIES/INTEREST/MISC CHARGES



AUTHORIZED SIGNATURE

001025

TOWN OF THOMPSON  
TAX COLLECTION

VENDOR NO.

DATE

1024

2025 Bank Interest

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT/ADJUSTMENTS
		Jan Bank Interest	\$	9,771.58
		Feb Bank Interest	\$	28,084.93
		Mar Bank Interest	\$	3,888.94
			\$	
		Total	\$	41,745.45

PAYMENT AMOUNT

SF4001HGL3-1SA



TO REORDER, CALL YOUR LOCAL SAFEGUARD ADVISOR AT 845-471-4466

CTFTN20020000 B17SF002833

TOWN OF THOMPSON  
TAX COLLECTION

477

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOGO DISAPPEARS WHEN HEATED

MP

TOWN OF THOMPSON  
TAX COLLECTION  
4052 ROUTE 42N  
MONTICELLO, NY 12701

WAYNE BANK

60-854/313

1024

CHECK NO.

DATE

CHECK AMOUNT

PAY

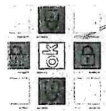
04/17/2025 \$

41,745.45

FORTY-ONE THOUSAND SEVEN hundred forty-five dollars and .45/100-----

TO THE  
ORDER  
OF TOWN OF THOMPSON

2025 Bank Interest



AUTHORIZED SIGNATURE

1100102411

**William J. Rieber, Jr.**

---

**From:** Matthew Sickler <msickler@mhepc.com>  
**Sent:** Thursday, May 1, 2025 10:40 AM  
**To:** William J. Rieber, Jr.  
**Cc:** 'Michael Messenger'  
**Subject:** RE: cold spring water  
**Attachments:** Town of Thompson NY - HVV Agreement for Services.pdf

Good morning Bill,  
 Hanson Van Vleet sent me the attached agreement for signature to complete the cold spring water hydro work.  
 Please let me know if you have any questions.  
 Thanks and have a great day!  
 Matt



111 Wheatfield Drive, Suite 1  
 Milford, PA 18337

**Matthew Sickler P.E.**  
 Associate

**Office:** (570) 296-2765

**Fax:** (570) 296-2767

[msickler@mhepc.com](mailto:msickler@mhepc.com) |

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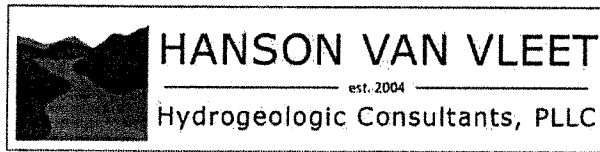
**From:** William J. Rieber, Jr. <supervisor@townofthompson.com>  
**Sent:** Thursday, April 17, 2025 12:04 PM  
**To:** Matthew Sickler <msickler@mhepc.com>  
**Cc:** 'Michael Messenger' <mmessenger@townofthompson.com>  
**Subject:** RE: cold spring water

Yes, it was approved Tuesday.  
 Bill

**William J. Rieber Jr.**  
**Town of Thompson**  
**Supervisor**  
**Office (845) 794-2500 Ext. 306**  
**Cell (914) 799-0387**  
**[supervisor@townofthompson.com](mailto:supervisor@townofthompson.com)**  
**4052 Route 42**  
**Monticello, N.Y. 12701**



**William J. Rieber, Jr.**  
**Supervisor**  
**Town of Thompson**  
**845-794-2500 Ext. 306**  
**845-794-8600 – Fax**  
**Email: [supervisor@townofthompson.com](mailto:supervisor@townofthompson.com)**



AGREEMENT made this 30<sup>th</sup> day of April, 2025 by and between:

**CONSULTANT:**

Hanson Van Vleet Hydrogeologic  
Consultants, PLLC ("HVV")  
902 Route 146, Suite 2  
Clifton Park, New York 12065  
Tel: (518) 371-7940  
Contact: James Gironda, P.G.  
Email: jgironda@hansonvanvleet.com

**CLIENT:**

Town of Thompson, New York  
4052 Route 42  
Monticello, NY 12701  
  
Tel: (845)-794-2500  
Contact: William J. Rieber, Jr, Supervisor  
Email: supervisor@townofthompson.org

**PROJECT LOCATION:** Town of Thompson, New York

**CONTRACT DOCUMENTS:** Agreement  
Schedule 'A' Scope of Work  
Schedule 'B' Standard Terms and Conditions

HVV and CLIENT, in exchange for mutual consideration, receipt of which is acknowledged, agree as follows:

A. **Scope of Work:** CLIENT hereby hires HVV, and HVV agrees to perform, the work ("Work") set forth in the attached Schedule 'A' Scope of Work, which is incorporated herein and made a part of this Agreement. HVV shall be responsible to provide all materials, labor and services for the Work.

B. **Timing:** HVV's performance of the Work shall commence on or about May 2025 and shall be completed on or about July 2025. The forgoing dates are approximations only, and the timing and duration of the Work may depend on weather conditions, material availability, permitting, design considerations, site access, unforeseen site conditions, labor availability, testing or laboratory availability or other similar factors.

C. **Contract Price:** CLIENT agrees to pay HVV, as compensation for services rendered for the Work, the estimated project sum of \$66,810. The final project sum will be dependent on the completed scope of work as described in the Hydrogeologic Consulting Services Proposal dated March 25, 2025 and attached as Schedule 'A'. HVV will invoice the CLIENT:

- i. ☒ Monthly. HVV shall invoice CLIENT on a monthly basis, based on the

percentage of the Work completed to date; OR

ii. ☐ At specific milestones of completion of the Work, as follows:

- Upon completion of \_\_\_\_\_: \$ \_\_\_\_\_
- Upon completion of \_\_\_\_\_: \$ \_\_\_\_\_
- Upon completion of \_\_\_\_\_: \$ \_\_\_\_\_
- Upon final completion: \$ \_\_\_\_\_

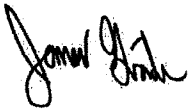
D. This Agreement includes the Standard Terms and Conditions attached as Schedule 'B' and incorporated herein by reference as part of this Agreement.

E. The undersigned warrants he/she has authority to sign as, or on behalf of, CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, HVV shall be entitled to recover all costs and expenses, including reasonable attorney's fees, as part of any judgment rendered.

AGREED:

Hanson Van Vleet Hydrogeologic  
Consultants, PLLC

Town of Thompson, New York

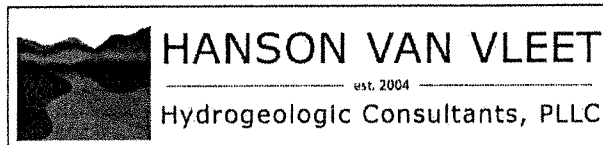


By: James Girona, P.G.  
Title: Partner  
Date: April 30, 2025

\_\_\_\_\_  
By:  
Title:  
Date:

**SCHEDULE 'A'**  
**SCOPE OF WORK**

**Also referred to as the "Work." HVV's estimates generally detail the scope of work in addition to the anticipated costs. As such, the estimate may be attached here in as "Schedule B" and where appropriate will be used to define the "Work" in lieu of a separate document.**



March 25, 2025

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

**RE: Proposal for Hydrogeological Consulting Services  
Proposed Production Wells PW-4 and PW-5  
Town of Thompson Well Field – Thompson, New York**

Dear Mr. Rieber:

Hanson Van Vleet, PLLC (HVV) is pleased to submit this proposal and cost estimate in support development and permitting of two existing ground water test production wells at the Town of Thompson Well Field. The scope of work will include onsite work to bring the wells up to current NYSDOH and NYSDEC standards, as well as aquifer pumping tests necessary to evaluate the wells for NYSDOH and NYSDEC public water supply permit approval. It is our understanding that the existing test production wells, previously referred to as PW-4 and PW-5 have not been used since their installation in 2009. All proposed work will be completed in association with Sheeley's Pump and Well Services, of Walden, New York, a NYS Licensed Well Services Contractor.

**Proposed Scope of Work**

The proposed scope of work is divided into six tasks. The results of the first phase of work will determine if additional work is necessary to meet NYSDOH and NYSDEC standards. This approach provides information at the conclusion of each task of work, thereby allowing optimum flexibility during the course of the project. The scope of work, technical approach, and cost estimate to conduct the investigation are outlined below.

**PHASE 1: EXISTING WELL ASSESSMENT**

- |         |  |
|---------|--|
| Task 1: | Compile DOH Work Plan                        |
| Task 2: | Complete Production Wells                    |
| Task 3: | Down-hole Video Inspection                   |
| Task 4: | Short Term Pumping Tests                     |
| Task 5: | Water Quality Sample Collection and Analysis |
| Task 6: | Data Evaluation and Modify Existing Report   |



The well testing and evaluation will be coordinated with and meet current NYSDOH and NYSDEC public water supply evaluation criteria. A more detailed description of the proposed scope of work, along with our assumptions is provided below.

## **PHASE 1: EXISTING WELL ASSESSMENT**

### **Task 1: Compile DOH Work Plan**

A work plan will be prepared which will include all tasks to permit the two production wells originally installed in 2009. The work plan will include;

- The methods to be used to complete the two production wells to current NYSDOH standards
- Down-hole video survey to collect all as-built information
- Short-term pumping tests to verify well yields and for water quality sample collection
- Collection of required NYSDOH Part 5 drinking water quality samples
- Compile final report for submittal to NYSDOH

The work plan will be submitted to the NYSDOH Sullivan County offices for review and approval before any work is conducted on the two test production wells. Once the NYSDOH has reviewed the proposed work plan, if any changes to the plan are required, they will be incorporated into the work plan. Any necessary changes to the project costs will be determined at this time.

### **Task 2: Complete Production Wells**

Two Production wells were installed in 2009. These wells are labeled PW-4 and PW-5 in the Town of Thompson well field. PW-4 was complete; however, PW-5 did not have its grout seal installed at the time of drilling. This well was left with a cloth rag sealing the annular space between the two casings. It is assumed that this rag has rotted away and fallen into the annular space between the two casings. This material will need to be removed with anything else which has entered the annular space over the years. It will be necessary to completely clean the annular space on this well. Upon completion of the cleaning process, a bentonite grout seal will be installed by tremie methods as per NYSDOH requirements.

### **Task 3: Down-hole Video Survey**

Since no well completion logs exist for these wells, it will be necessary to verify all well construction details. A down-hole video survey of both wells will be performed to determine the diameter, total depth, casing length, screen placement, condition of the casing and condition of the well screen, etc. A down hole waterproof color camera will be used to perform the logging. The camera will be lowered down the well bore at a constant rate, while viewing the progress on a screen and recording the video digitally. The camera will be calibrated to provide a digital reading of the depth on the video logs. The camera will be stopped at critical locations to check

the integrity of the casing welds, condition of the casing, depths of critical components (i.e. well screen, casing shoe, etc.) and determine the physical condition of the well. HVV will review the video and make recommendations with respect to the condition of the well and if the wells need to have redevelopment conducted or if any foreign objects are present in either well which will need to be removed.

**Task 4: Perform Step Drawdown / Stabilized Drawdown Test**

The existing wells will be chlorinated to completely disinfect the wells prior to performing the pumping test on each production well.

A test pump capable of at least 300 gpm will be installed just above the screened section in each well to be tested. The pump contractor will install the pumping equipment with a check valve, flow controls, discharge piping, a stilling tube 1-inch in internal diameter (for the pressure transducer) and means to monitor the pumping rate

HVV will install an Insitu® pressure transducer within the well prior to performing the pumping test. The pumping test will be initiated by a step drawdown test will then be performed. A step drawdown test is performed by incrementally increasing the pumping rate over set time periods (steps) to evaluate the specific capacity and short-term performance of the well at various rates. HVV will perform the step drawdown portion of the test, at increasing rates of approximately 50, 100, 150, 200, 250 and 300 gpm, for 30-minute increments. The test will continue at increasing rates until rapid drawdown begins, suction is broken or the pump reaches maximum capacity. The step test results will be compared to the original 2009 aquifer pumping test data to determine if the well has degraded since that time. At the completion of each step test, the well will be set to the maximum pumping rate where stabilized drawdown can be achieved and pumped for an additional 12 hours for collection of a complete NYS Part 5 water quality sample and microparticulate analysis (MPA) sample for GWUDI analysis. The sample analysis will include all additionally regulated parameters since the wells were originally installed and tested.

**Task 5: Water Quality Testing**

As described in Task 4, prior to the conclusion of the pumping test, water quality samples will be collected for analysis in accordance with New York State Part 5 water quality requirements including MPA analysis. All samples will be delivered to a New York State certified analytical laboratory, under formal chain of custody procedures, for analysis.

All pumping equipment will be removed from the well upon completion of the step drawdown / stabilized drawdown test and collection of the water quality samples.

**Task 6: Data Evaluation and Reporting**

HVV will evaluate the step drawdown test data and video logs of the two wells to determine if the well requires repairs or redevelopment. HVV will collect new NYS Part 5 water quality samples from both production wells. HVV will prepare a Hydrogeologic Assessment Report summarizing the results of the well completion activities, step testing, video survey, new water quality analysis, original aquifer pumping tests, and initial production well installation. The data will be evaluated to determine the overall condition of the well and modifications required to

bring the well up to current NYSDOH standards. The pumping test data will be evaluated to determine the approximate yield, drawdown levels, and recovery rates for the well field.

### **ESTIMATED COST OF THE PROPOSED SCOPE OF WORK**

The estimated costs for HVV to provide the service discussed herein are listed below for all anticipated consulting and subcontracting services:

#### **EXISTING WELL ASSESSMENT**

<b>Task 1:</b>	<b>Compile DOH Work Plan</b>	
	HVV Compile Work Plan	\$ 1,860
<b>Task 2:</b>	<b>Complete Production Wells</b>	
	HVV (supervision of well completion and cleaning, expenses)	\$ 2,500
	Well Drilling Contractor	<u>\$15,400</u>
	Subtotal Task 2	\$17,900
<b>Task 3:</b>	<b>Down-Hole Video Inspection (Two Wells)</b>	
	HVV Video Surveys	\$ 1,750
<b>Task 4:</b>	<b>Perform Step Drawdown / Stabilized Drawdown Test (Two Wells)</b>	
	HVV (Data Collection)	\$ 6,000
	Well Drilling Contractor	\$27,400
	Expenses/Transducer Rental	<u>\$ 1,600</u>
	Subtotal Task 4	\$35,000
<b>Task 5:</b>	<b>Water Quality</b>	
	Water Quality Laboratory (2x Part 5 and MPA Samples)	\$ 6,800
<b>Task 6:</b>	<b>Data Evaluation and Reporting</b>	
	HVV Data Evaluation/Reporting	<u>\$ 3,500</u>
<b>TOTAL COST:</b>		<b>\$66,810</b>

The proposed hydrogeologic evaluation will include data collected during two aquifer pumping tests conducted for others in 2009. Any additional work beyond the scope of this proposal and determined necessary as part of the investigation will be incorporated into our recommendations. Any such additional work would be invoiced at our standard rates plus expenses. No additional work, however, will be conducted or invoiced without prior authorization from the Client

The intent of the proposal has been to outline the proposed services and estimate costs for the proposed hydrogeologic consulting services. If you select HVV to provide the proposed services and find the terms and conditions as set forth acceptable, please sign the authorization below, or issue a purchase order, referencing this proposal. A final Hydrogeologic Assessment Report as

Proposal for Hydrogeologic Consulting Services

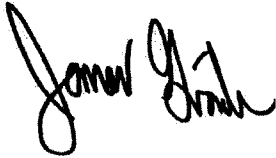
March 25, 2025

Page 5 of 5

described in Task 6 will be provided to the client upon payment of the final project balance in full.

Thank you for providing HVV the opportunity to be of service to your project. If you have any questions about this proposal, please do not hesitate to contact me. I can be reached at (518) 371-7940 ext 129.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "James Gironda". The signature is fluid and cursive, with the first name "James" and last name "Gironda" clearly distinguishable.

James Gironda, P.G.  
Partner/ Senior Hydrogeologist

JG/jg

## **SCHEDULE 'B'**

### **STANDARD TERMS AND CONDITIONS OF AGREEMENT BETWEEN HANSON VAN VLEET HYDROGEOLOGIC CONSULTANTS, PLLC AND THE TOWN OF THOMPSON, NEW YORK**

1. **PAYMENT:** CLIENT shall pay invoices within ninety (90) days of issuance. CLIENT shall indemnify and hold harmless HVV from any and all claims, including attorney fees arising out of non-payment of contract funds.

2. **APPROVAL OF WORK:** Work performed by HVV shall be deemed approved and accepted by CLIENT as and when invoiced, unless CLIENT objects within thirty (30) days of the invoice date by written notice specifically detailing how CLIENT believes such Work is incomplete or defective.

3. **CHANGES TO SCOPE OF WORK:** Any changes to the scope of the Work to be performed by HVV must be set forth in a written Change Order signed by the parties. Such Change Orders shall detail the additional Work to be performed or the Work to be removed from the Schedule 'A' Scope of Work (as the case may be), as well as the corresponding change, if any, in the Contract Price. Change Orders, upon execution by the parties, shall become and shall be deemed part of the Agreement.

4. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of HVV under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove HVV Work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of HVV's Work, or any other acts of the CLIENT or any other Federal, State, or local government agency, or any other cause beyond HVV's reasonable control, shall not be deemed a breach of this Agreement by HVV. The occurrence of any such event shall suspend the obligations of HVV as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

5. **HVV RESPONSIBILITIES:** HVV shall:

a. Furnish all labor, supervision, tools, materials, and equipment necessary to carry out the Work;

b. Furnish duly qualified and experienced employees, supervisors and contractors to carry out the Work. HVV shall be entitled to engage contractors (including subcontractors) to perform any part of the Work;

c. Cause its employees, agents and contractors to observe all reasonable fire prevention, security and safety rules and regulations in force at the Project Location;

d. Provide adequate supervision of the Work which HVV's employees, agents or contractors are performing to ensure its completion and satisfactory performance in accordance

with the terms of this Agreement;

e. Comply with all federal, state and municipal laws, rules and regulations that apply to HVV or HVV's business, equipment and personnel engaged in operations covered by this Agreement or arising out of the performance of the Work;

f. Take those precautions necessary and shall be responsible for the safety of the personnel performing the Work and shall maintain all lights, guards, signs, temporary passages, or other protection necessary for this purpose; and

g. Obtain applicable permits and licenses relating to the Work, and pay all related fees, unless otherwise stated herein.

6. **CLIENT RESPONSIBILITIES:** CLIENT shall be responsible for providing reasonable assistance required by HVV in connection with performance of the Work, including but not limited to, any assistance specified in the Scope of Work. In particular, CLIENT will provide the following to HVV (and its employees, agents and subcontractors):

a. Reasonable access to the Project Location for the performance of the Work;

b. Clean, secure and unobstructed space at the Project Location for vehicles, equipment and materials;

c. All relevant information (including but not limited to plans, drawings, schematics, as-builts, diagrams, plot plans and other engineering and construction documents) in CLIENT's possession or control detailing the construction, facilities, utilities and other installations, located both below ground and above ground, at the Project Location relevant or necessary to enable HVV to perform the Work (including but not limited to enabling HVV to identify suitable locations to drill without striking underground features); and

d. Information regarding potential hazards or whether personal protective measures are required when working at the Project Location, and that HVV personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on.

## 7. **SUBSURFACE INVESTIGATIONS AND WORK:**

a. Buried Utilities and Structures: Prior to HVV performing any boring, drilling, excavation or other intrusive Work (collectively, "Intrusive Work"): (i) CLIENT, or its representative, shall identify all underground construction, facilities, utilities and other installations (including, without limitation, storage tanks, private septic tanks, leach field, potable wells and any other buried features) at the Project Location that CLIENT, or its representative, knows or believes to exist; and (ii) HVV will contact the New York 811 utility mark-out service to determine the location of underground utilities. Further, HVV will provide CLIENT with the specific locations of any Intrusive Work, and CLIENT shall approve such locations, prior to the performance of Intrusive Work at such locations. If HVV (or its employees, agents or subcontractors) cause damage to a subsurface construction, facility, utility and other installation that was not properly identified by CLIENT, or not marked by the public utility locator services,

CLIENT shall indemnify, defend and hold harmless HVV, and its officers, directors, employees, agents and contractors, from and against any and all claims, costs, fines, damages or other liabilities arising out of, or related to, in any way, damage to such subsurface construction, facility, utility and other installation, except to the extent that such claims, costs, fines, damages or other liabilities were caused by HVV's negligence or willful misconduct.

8. **THIRD-PARTY SITES:** If the Project Location, or any portion thereof, where the Work is to be performed is not owned by CLIENT, then this Agreement shall be subject to CLIENT's procurement of a separate agreement with the owner of the Project Location (hereinafter an "Access Agreement"), subject to HVV's acceptance and written approval of same. The Access Agreement must contain material terms consistent with the terms of this Agreement for the protection of HVV and enabling HVV to access and perform the Work at the Project Location.

9. **INDEMNIFICATION:**

a. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including reasonable attorneys' fees and witness costs) arising from or caused by the negligent or intentional act or omission of such indemnifying party, or its agents, employees, contractors, subcontractors, or invitees. The obligation to indemnify shall not take effect unless and until any applicable insurance coverage limits are exhausted or it is adjudged that such insurer(s) have no legal obligation to defend and indemnify the insured party or parties. If the obligation to indemnify under this Agreement applies, then it shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation and/or disability benefit acts. This indemnity provision shall survive this Agreement for a period of three years after the Work is completed.

b. If there is no liability insurance available or the applicable policy limits have been exhausted and the obligation to indemnify under this Agreement applies, then the indemnified party shall promptly notify the indemnifying party of the existence of any claim or potential claim, demand, or other matter to which the indemnification obligations would apply, and shall give the indemnifying party a reasonable opportunity to settle or defend the same at their own cost with counsel of their own selection, provided that the indemnified party shall at all times also have the right to fully participate in the defense. If the indemnifying party, within a reasonable period of time after this notice, fails to take appropriate steps to settle or defend the claim, demand, or other matter, the indemnified party shall, upon written notice, have the right, but not the obligation, to undertake such settlement or defense and to compromise or settle the claim, demand, or other matter on behalf, for the account, and at the risk, of the indemnifying party. The indemnification rights and obligations of the parties under this section shall be binding upon and inure to the benefit of any successors, assigns, and heirs of the parties.

c. HVV shall bear responsibility for any equipment owned, borrowed or rented by HVV and for any materials to be used by HVV and supplied by HVV in the performance of this Agreement, until such materials are installed and accepted by CLIENT. CLIENT shall not be responsible or liable for injury or damage to persons or property resulting from the use, misuse, or

failure of any equipment used by HVV or any of its employees or contractors.

d. In the event injury or damage results from latent or inherently dangerous conditions of the Project Location and such conditions could not be discovered by reasonable inquiry and investigation prior to commencement of the Work, the indemnification obligations under this Contract shall not apply to either HVV or its contractors, unless the damage or injury was caused by the negligent or intentional acts or omissions of HVV or its contractors.

10. **OBSERVATION AND TESTING OF OTHER WORK AT SITE:** HVV's services at the Project Location are limited to only the Work specified in the Schedule 'A' Scope of Work to this Agreement. If any additional testing, inspection, construction, work or services ("Other Work"), other than HVV's Work set forth in the Schedule 'A' Scope of Work, is to be performed at the Project Location by third-party workers or contractors that are not directly engaged by HVV, HVV shall not be responsible in any way for the direction, coordination, supervision, observation, testing or approval of any such Other Work. Under no circumstances shall HVV be deemed to direct, control or supervise such Other Work. The contractor should be informed that the presence of HVV's field representative or personnel shall not excuse the third-party contractor in any way for defects discovered in their Other Work. HVV will not be responsible for job or site safety with respect to any Other Work.

11. **RESTRICTIONS ON USE OF REPORTS:** Any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Work and pertain only to the subject Project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.

12. **OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES:** All plans, drawings, schematics, tracings, specifications, computations, surveys, notes, media files and other original documents as instruments of service are and shall remain the property of HVV unless otherwise provided by law. CLIENT shall not use such items on other projects without HVV's prior written consent. HVV shall not release CLIENT's documents or electronic media files without authorization.

### 13. **INSURANCE**

a. HVV shall maintain insurance of the types and with the limits ordinarily maintained by companies in HVV's line of business in the same geographic area. As requested, HVV shall name CLIENT as "Additional Named Insureds" on applicable insurance policies. Proof of insurance shall be provided to Client as requested. [HVV's primary general liability insurance policy applicable to the Project shall have a coverage limit of not less than \$2 million per occurrence].

b. HVV shall require all of its contractors, if any, to maintain insurance of the types and with the limits ordinarily maintained by companies in the contractors' lines of business in the same geographic area. Contractor's insurance shall have, minimally, the same coverage limits as HVV is required to carry under this Agreement. If requested, the contractors shall name HVV and CLIENT as Additional Primary Named Insureds, not on a contributory basis, and shall provide such proof of insurance as may be requested.



c. CLIENT shall be required to maintain (1) insurance of the types and with the limits ordinarily maintained by companies in the CLIENT's line of business in the same geographic area, and (2) all insurance required of the CLIENT per the underlying construction contract.

14. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither HVV nor CLIENT, including their respective officers, directors, partners, employees, contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both HVV and CLIENT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. **RISK ALLOCATION:** The CLIENT agrees that HVV's liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to an amount equal to HVV's total fees for services rendered on this project.

16. **STANDARD OF CARE:** HVV's Work shall comply with all applicable laws, regulations and rules promulgated by governmental agencies having jurisdiction over such Work. In accepting this Agreement for the Work, CLIENT acknowledges the inherent risk associated with oil, hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions, as well as with construction and excavation. In performing HVV's professional services, HVV will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. CLIENT agrees that in performing requested tasks, in accordance with this contract or amendments thereto, HVV will provide statements of adherence to standards or specifications only when said standards or specifications are included in the Scope of Work. In the event HVV is required to sign a statement or certificate on behalf of CLIENT, which differs from or exceeds the Scope of Work contracted for, CLIENT hereby agrees to indemnify and hold HVV harmless from any liability arising from or resulting from such statement or certificate.

17. **INDEPENDENT CONTRACTOR STATUS:** HVV is an independent contractor and shall not be deemed an employee or agent of CLIENT. HVV shall have full authority and responsibility to control and direct the performance of Work. However, all Work contemplated herein shall be subject to Client's general right of inspection and supervision to secure the satisfactory completion thereof.

18. **SUCCESSORS AND ASSIGNS:** Neither CLIENT nor HVV shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. This Agreement shall be binding upon, and inure to the benefit of, each party's successors,

heirs and assigns.

19. **NOTICES:** All notices, consents, communication, or the like, to be given by either party shall be in writing, and shall be delivered (i) personally, (ii) by US Postal Service or reputable delivery service (e.g. Federal Express or UPS), or (iii) by electronic means, provided that the means is able to provide proof of delivery and confirmation of receipt. Notices are to be addressed to the contact person identified by each party on the first page of this Agreement, unless that party has notified the other in writing of a change of contact person. Any change of contact person shall be notified to the other party within 5 days of the effective date of the change.

20. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial breach by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. In the event of any termination, HVV shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses incurred. For purposes of this section, the failure of the CLIENT to pay HVV within thirty (30) days of receipt of an invoice shall be considered a substantial breach. In the event of a substantial breach on the part of the CLIENT, HVV, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of HVV in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

## 21. **DISPUTE RESOLUTION**

a. **Initial Dispute Resolution.** All claims, controversies or disputes between the parties involving the Work or otherwise arising from this Agreement shall initially be submitted to non-binding mediation before a construction-competent mediator. Within ten (10) days after one party gives notice to the other of the intent to mediate, the parties shall endeavor to agree upon such mediator. In the event the parties are unable to agree within said ten (10) day period, either party may apply to the American Arbitration Association for the appointment of a mediator. The mediation shall be conducted in accordance with the American Arbitration Association's Construction Industry Arbitration Rules and Mediation Procedures. The costs and expenses of such mediation shall be borne equally by the parties.

b. **Final Dispute Resolution.** If mediation is unsuccessful, any disputes, claims, or controversies between the Parties arising out of or related to this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association pursuant to its Construction Industry Arbitration Rules and Mediation Procedures. The prevailing party in any Arbitration shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the non-prevailing party.

c. **Joinder.** Either party, at its option, shall have the right to join or implead any subcontractor, vendor or third-party into any arbitration arising from the Work or this Agreement.

d. **Choice of Law and Venue.** Any mediation or arbitration shall be conducted in either Albany County or Saratoga County, New York. This Agreement shall be governed by New York law, which shall control the resolution of any dispute between the Parties.

22. **CONFIDENTIALITY:** HVV shall endeavor to keep CLIENT's information about the Work and the Project Location confidential, and shall not communicate or disclose such information to third parties. The foregoing notwithstanding, this confidentiality obligation shall not apply to HVV, which may disclose confidential information, in the following instances:

a. To the extent that disclosure is helpful or necessary, as determined by HVV in its sole judgment and discretion, to perform or complete the Work, including any disclosure to employees, agents or contractors of HVV involved in the Work;

b. As required or permitted by law, pursuant to any rule, regulation or directive of any governmental entity or agency having appropriate jurisdiction, or pursuant to subpoena or other legal process, provided, however, that in the event that HVV is required by any court of competent jurisdiction or legally constituted authority to disclose any confidential CLIENT information, prior to any disclosure thereof HVV shall notify CLIENT to give CLIENT the opportunity to challenge any such disclosure order or to seek protection for those portions that it regards as confidential;

c. To HVV's business, legal or accounting professionals, or to HVV's insurers or insurance agents, in the ordinary course of HVV's business;

d. In any dispute with CLIENT, or with any employee, agent or contractor of HVV, concerning the Work, or arising from or related to this Agreement; and

e. To the extent such information that is available through public sources, was known to or possessed by HVV prior to the date of this Agreement, or obtained from sources other than CLIENT.

23. **FORCE MAJEURE:** Neither party to the Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of government authorities, extraordinary weather conditions or other natural catastrophes making equipment inoperable or performance dangerous to the workers, or any other cause beyond the reasonable control or contemplation of either party.

24. **SEVERABILITY:** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

25. **NO WAIVER:** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

A. 5132.400

AI-7

## Town of Thompson Water &amp; Sewer Districts Invoice

Account Type: COLD SPRING W/S

Amount Due: \$722.40

Due Date: 05/30/2025

Town of Thompson Water &amp; Sewer Districts

615

4052 Route 42

Monticello, NY 12701

845-794-2500

Account #: 4341

Invoice #: B-00028358

Town of Thompson

4052 State Route 42 N

Monticello, NY 12701

Billing Date: 04/29/2025

Period From: 01/01/2025

To: 12/31/2025

Billing Days: 364

Amount Due After 05/30/2025: \$758.52

29.-1-17.1

Service Location: 96 Cold Spring Rd

Date	Type	Serial #	Prev Rding	Reading	Usage / Units	Amount
04/29/2025	WD044-EXT				20.00	\$56.40
04/29/2025	WD044-PARCEL				20.00	\$666.00

Total Credits: \$0.00

"C" Denotes Combined Reading

"E" Denotes Estimated Reading "F" Denotes Final Reading

Total Amount Due: \$722.40

\*\*\*\* PENALTY &amp; INTEREST CHARGES ARE AS FOLLOWS \*\*\*\*

5% after 30 days, .5% each month thereafter

10% PENALTY WILL BE ADDED ON OCTOBER 1 ON ALL UNPAID BALANCES AND WILL BE RELIEVED ON TO THE PROPERTY TAX BILL IN JANUARY.....

WE ACCEPT CREDIT CARDS

\*\*\*\*\*A 2.65% (\$1.50 MINIMUM) CONVENIENCE FEE WILL BE CHARGED BY THE CREDIT CARD PROCESSOR\*\*\*\*\*

Detach and return this portion with your payment

Account Type: COLD SPRING W/S



Town of Thompson

4052 State Route 42 N

Monticello, NY 12701

Billing Date: 04/29/2025

Account #: 4341

SBL: 29.-1-17.1

Invoice #: B-00028358

Total By 05/30/2025: \$722.40

Total After 05/30/2025: \$758.52

Please make any necessary changes to the Billing Address below:

Remit

Payment To:

Town of Thompson  
4052 Route 42N  
Monticello, NY 12701

**LEGAL NOTICE  
NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN**, that the Town Board of the Town of Thompson will receive bids in accordance with specifications prepared therefore which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following item:  
**VEHICLE AND EQUIPMENT REPLACEMENT PARTS – For Town-wide use, the Department of Highways and Participation by a Political Subdivision.**

Said bids shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M., Prevailing Time, on Thursday, May 01, 2025 at which date and hour all bids shall be publicly opened and read.

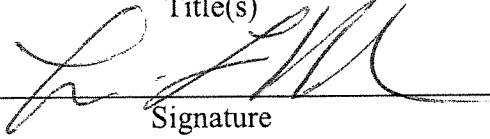
By Order of the Town Board  
Of the Town of Thompson

Dated Monticello, New York  
April 15, 2025

Marilee J. Calhoun  
Town Clerk

1007C - Manhole Frames & Covers

Price for One Manhole Frame & Cover: 275<sup>00</sup>

<u>SCHMIDTS WHOLESALE INC</u>	<u>845-701-8029</u>
Company Name	Telephone
<u>LONNIE L. NILSEN</u>	<u>150 JEFFERSON STREET</u>
Contact Person(s)	Address
<u>WATERWORKS MANAGER</u>	<u>MONTICELLO NY 12701</u>
Title(s)	City, State, Zip
	<u>APRIL 29, 2025</u>
Signature	Date

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

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

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

\_\_\_\_\_  
Signature

1007C - Manhole Frames & Covers

Price for **One** Manhole Frame & Cover: \$ 288.89

<u>NEWBURGH WINWATER CO</u>	<u>845-778-3312</u>
Company Name	Telephone
<u>BRIAN STRATTON</u>	<u>P.O. BOX 353 653 RTS.</u>
Contact Person(s)	Address
<u>SALES</u>	<u>Walden, New York 12586</u>
Title(s)	City, State, Zip
<u>Brian Stratton</u>	<u>4/25/2025</u>
Signature	Date

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

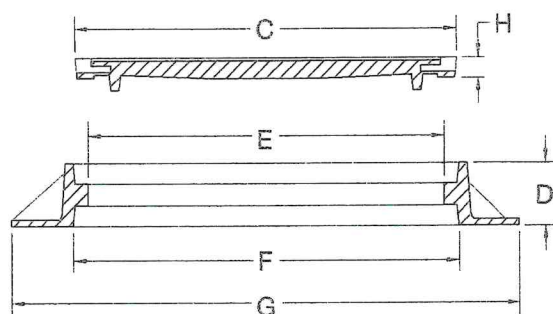
ACCEPTED [ ☐ ] Date: \_\_\_\_\_

REJECTED [ ☐ ]

Comments:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature



	COVER DIAMETER	FRAME HEIGHT	CLEAR OPENING	FLANGE ID	FLANGE OD	COVER THICKNESS
PRODUCT NO.	C	D	E	F	G	H
11861	17-7/8	6	16-1/2	18-1/4	26	1
12061	20	6	18-1/2	20-3/8	28	1-1/4
12441	24	4	22-3/8	24-1/4	32	1-3/8
<b>12461</b>	<b>24</b>	<b>6</b>	<b>22-3/8</b>	<b>24</b>	<b>34</b>	<b>1-3/8</b>
12471	24	7	22-1/2	24-7/16	34	1-3/8
12481	24	8	22-3/8	24-5/8	34	1-3/8
12641	25-3/4	4	24	26	34	1-3/8
12661	25-3/4	6	24	26-5/8	34	1-3/8
12681	25-3/4	8	24	27	34-1/2	1-3/8
12640	26	4	24-1/4	26-1/2	34-1/4	1-1/8
12660	26	6	24-1/4	26-1/2	34-1/4	1-1/8
12680	26	8-1/8	24-1/4	26-1/2	34-1/4	1-1/8
12741	26-3/4	4	24	27	39	1-1/2
12782	26-3/4	8	24	27	39	1-1/2
13251	31-5/8	4	30	32-1/2	39	1-3/4
13261	31-5/8	6	30	32-1/2	39	1-3/4
13281	31-5/8	8	30	32-1/2	39	1-3/4
13241	32	4	30-1/4	32 1/4	38	1-1/2
13271	32	6-1/2	30	32	43	1-1/2
13641	37-3/4	4	36	38	48	1-1/2
13661	37-3/4	6	36	38	48	1-1/2
13681	37-3/4	8	36	38	48	1-1/2

## NOTES:

- Dimensions are approximate & in inches
- Gray Iron, Class 35B
- Conforms to ASTM A48 / A48M-03 specifications
- Markings: Plain, Communication, Drain, Electric, Sanitary Sewer, Sewer, Storm, Storm Drain, Storm Sewer, Telephone, Water

Custom markings / logos available upon request



9B+C

## Marilee (Town of Thompson)

---

**From:** Michael Messenger <mmessenger@townofthompson.com>  
**Sent:** Thursday, May 1, 2025 11:08 AM  
**To:** William J. Rieber, Jr.; Marilee Calhoun  
**Subject:** Agenda Items  
**Attachments:** doc01039920250425132022.pdf

Hello,

C I would like to request a classification change for Kevin Delaney to Water & Wastewater Treatment Plant Operator 1. Kevin is currently a Water or Wastewater Treatment Plant Operator Trainee 2. Kevin currently holds a Grade C water license and Grade 2A wastewater license and has completed 2 years of experience as of April 17, 2025.

D I would like to request approval to purchase a Winsmith Gear Reducer as an Emergency Purchase for Kiamesha Lake WWTP. The gear boxes are needed for the clarifiers in the wastewater treatment plant. There are two and one is currently offline due to the failure. I have attached 3 price quotes that we received for the Gear Boxes.

Michael Messenger

Superintendent

Town of Thompson Water & Sewer Dept.

(845) 794-5280 Ext. 104

[mmessenger@townofthompson.com](mailto:mmessenger@townofthompson.com)



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

**IMPORTANT NOTICE:** This e-mail and any attachments may contain confidential or sensitive information which is, or may be, legally privileged or otherwise protected by law from further disclosure. It is intended only for the addressee. If you received this in error or from someone who was not authorized to send it to you, please do not distribute, copy or use it or any attachments.



1401 W. Blancke St.  
Linden, NJ 07036

Phone 908-474-1280  
Fax 402-514-3501  
Email: nancy.mayer@dxpe.com

Quote 1

## QUOTATION

Order Number

14659469



Order Date

04/02/2025

Page

1 of 1

Quote Expires On 5/17/2025

### Bill To:

TOWN OF THOMPSON  
SEWER & WATER DEPT  
4052 ROUTE 42  
MONTICELLO, NY 12701  
US  
845-794-2500

### Ship To:

TOWN OF THOMPSON  
SEWER & WATER DEPT  
128 ROCK RIDGE DRIVE  
MONTICELLO, NY 12701  
US

Customer ID: 149540

Order Required Date 04/02/2025

PO Number	Ship Route	Taker	SalesRep
		NMAYER	HOUSE Newburgh

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

1.000	0.000	1.000	EA		(001) WIN B 7084 66XOEK	EA	30,500.0000	30,500.00
-------	-------	-------	----	--	-------------------------	----	-------------	-----------

Item Required Date: 4/2/2025

1.0 REDUCER

1.0

Order Line Notes: 290 LBS- 18 WEEKS DELIVERY

Total Lines: 1

**SUB-TOTAL:** 30,500.00

**TAX:** 0.00

**AMOUNT DUE:** 30,500.00

USD

WATING ON

REducer

HYDRA NUMATIC



## AFTERMARKET

**Smith & Loveless, Inc.**

14040 Santa Fe Trail Drive  
Lenexa, KS 66215-1284, USA  
[www.smithandloveless.com](http://www.smithandloveless.com)

**Ph:** (913) 888-5201, Ext. 321  
**Toll Free:** (800) 922-9048  
**Email:** [parts@smithandloveless.com](mailto:parts@smithandloveless.com)

**Date:** April 7, 2025  
**To:** Sara Smid  
**Company:** Hydra-Numatic Sales Company, Inc.  
**Location:** Butler, NJ, USA  
**Email/Phone:** [ssmid@hnscompany.com](mailto:ssmid@hnscompany.com)  
(973) 492-0181  
**From:** Sarah Gosewehr  
**Customer Master:** 12067  
**Total Pgs (Incl. This Pg):** 2

**Subject:** Quote – Pricing and Availability of Parts  
**S/N:** 65-01027 & 65-01028  
**Location:** Thompson, NY, USA  
**Quotation:** SG-2024-6-19-1 rev1

Thank you for contacting us about your Smith & Loveless Parts Request. Below you will find the part numbers, pricing and availability of the parts on which you requested information. Please remember this is a quote. Contact us when you are ready to order or sign below and note the ship to address and email or fax this back to our Parts Department. If you have any questions, please feel free to contact me.

QTY	P/N	DESCRIPTION	UNIT PRICE (Each)	SHIPMENT
1	7L278A	Gear Reducer	\$54,000.00	26-28 Weeks

**FREIGHT:** F.O.B. ORIGIN (Freight Prepaid & Add)  
**DELIVERY:** Shipment Upon Availability of Parts and Receipt of PO or Credit Card #  
**INSTALLATION:** Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.  
**WARRANTY:** Warranty Period for Replacement Parts is 90 Days  
**TIME FRAME:** Quote is good for 30 days.  
**PAYMENT:** 100% prior to shipment via check, credit card, or ACH unless otherwise agreed in writing.  
**RESTOCKING FEE:** All returned items may be subject to a 15% to 30% restocking fee. Non-stock / electrical / made to order parts are not eligible for return. Credit for freight is based on whether the station number was provided upon ordering.

Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department. In the event of any inconsistency between S&L's terms and conditions and buyers purchase order, S&L's terms and conditions shall govern.

Smith & Loveless accepts purchase orders, MasterCard and Visa when ordering. You can email your order to us at [sgosewehr@smithandloveless.com](mailto:sgosewehr@smithandloveless.com) or [parts@smithandloveless.com](mailto:parts@smithandloveless.com). You can also call us toll free at (800) 922-9048 or fax your order to (913) 748-0106. Thank you for contacting Smith & Loveless regarding your Parts Inquiry. We look forward to hearing from you.



**AFTERMARKET**

**Smith & Loveless, Inc.**

**PAGE 2**

S/N: 65-01027 & 65-01028  
Location: Thompson, NY, USA  
Quotation: SG-2024-6-19-1

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BUYER**

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Shipping Address

\_\_\_\_\_  
Shipping Address

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at Lenexa, KS.

**SMITH & LOVELESS, INC.**

By: \_\_\_\_\_  
Authorized Signature

Is this purchase tax exempt? \_\_\_\_ Yes \_\_\_\_ No

If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

14040 Santa Fe Trail Drive. Lenexa, KS 66215  
Toll Free: 800.922.9048 • P: 913.888.5201 • F: 913.748.0106  
[www.smithandloveless.com](http://www.smithandloveless.com)

Quote 3

SAVE TO PDF

# Special Order Quote # 2060753412

To:  
TOWN OF THOMPSON  
Requestor: KEITH RIEBER

Dates:  
Start Date: 04/09/2025  
Expiration Date: 05/11/2025

Information:  
Date: 04/24/2025  
Customer Account #: 0829781541  
Customer Project/Job:

**Comments:** PLEASE NOTE THAT THIS PRICE QUOTE IS TIME-SENSITIVE! DUE TO THE DAILY FLUCTUATION OF GOODS AND MATERIALS, THE MANUFACTURER IS UNABLE TO GUARANTEE PRICING BEYOND A LIMITED TIMEFRAME. ONE OR MORE ITEMS MAY BE NON-CANCELABLE /NON-RETURNABLE. PLEASE SEE ITEM NOTES BELOW.

📍 Pickup is not available for Special Order Products. Other restrictions exist.

Displaying 1 - 2 of 2 Items

Line #	Item	Cust. Part #	Mfr. Model #	Exp Date	Availability	Your Price	Qty	Total Price	
00010	DISC: 8CV1 30 RD	No Part Number Provided	B7084- 66X0EK	05/11/20 25	Item ships within 110 days	\$33,973.1 2	1	\$33,973.1 2	<a href="#">Add to Cart</a>

⚠ Comment: PRODUCT IS NON-CANCELABLE/NON-RETURNABLE.  
B708466X0EK

00020	- NO QUOTE - SEE ITEM NOTES FOR DETAILS - - WINSMIT H GEAR REDUCER	No Part Number Provided	8CV1	-			1		
-------	---	-------------------------------	------	---	--	--	---	--	--

⚠ Comment: THE PART NUMBER PROVIDED HAS BEEN REVISED - SEE PART NUMBER: B7084-66X0EK FOR QUOTE INFORMATION

**Total Quote Price: \$33,973.12**

[Add Quote to Cart](#)

[Chat with an Agent](#)

**William J. Rieber, Jr.**

---

**From:** Matthew Sickler <msickler@mhepc.com>  
**Sent:** Thursday, April 24, 2025 2:36 PM  
**To:** Michael Messenger  
**Cc:** supervisor@townofthompson.com  
**Subject:** RE: kiamesha wwtp wells  
**Attachments:** Rt 42 Well Testing 4-23-25 (003).pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good afternoon Bill and Mike,  
 Attached is a proposal from Bob Miller to test the existing wwtp well. He is proposing to use the existing well pump to run a 24 hour test on the well while measuring water level in the well and the other larger well on site. That data will enable him to estimate the yield from both wells and advise is additional testing is warranted or needed. Let me know if you have any questions. We can get Bob on a call or have him meet us at the stie if you have questions for him.  
 Thanks and have a great day!  
 Matt



111 Wheatfield Drive, Suite 1  
 Milford, PA 18337

**Matthew Sickler P.E.**  
 Associate

Office: (570) 296-2765

Fax: (570) 296-2767

[msickler@mhepc.com](mailto:msickler@mhepc.com) | [www.mhepc.com](http://www.mhepc.com)




---

**From:** Michael Messenger <mmessenger@townofthompson.com>  
**Sent:** Tuesday, April 22, 2025 8:46 AM  
**To:** Matthew Sickler <msickler@mhepc.com>  
**Cc:** supervisor@townofthompson.com  
**Subject:** Re: kiamesha wwtp wells

The currently used well has a 4", 230V, 1 phase, 3 HP pump. It is 200 feet down. It pumps 25-30 gpm

The other well had a 480v, 10hp pump that was 357 feet down.

Unfortunately, that is all the data that I have.

ATTACHMENT 1

TOWN OF THOMPSON ROUTE 42 DISTRICT AQUIFER TESTING  
WATER SUPPLY INVESTIGATION  
TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK

<b><u>MHI LABOR</u></b>			
	<b><u>Hours</u></b>	<b><u>Rate</u></b>	<b><u>Amount</u></b>
24-hour aquifer testing	16	\$85	\$1,360.00
Aquifer testing data reduction	3	\$85	\$255.00
Aquifer testing data analysis	6	\$125	\$750.00
Final reporting	8	\$125	\$1,000.00
AutoCad/Graphics	1	\$55	\$55.00
<b>MHI Labor Subtotal</b>			<b>\$3,420.00</b>
<b><u>MHI EXPENSES</u></b>			
Reproduction/mail/phone/copy, etc.			\$15.00
Field Support Vehicle			\$250.00
Temporary pump lifting			\$1,200.00
<b>MHI Expense Subtotal</b>			<b>\$1,465.00</b>
<b><u>SUBCONTRACTOR SERVICES</u></b>			
<b><u>Task/Expense</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Amount</u></b>
<b>Subcontractor Services Subtotal</b>			<b>\$0.00</b>
<b>TOTAL PROJECT COST</b>			<b>\$4,885.00</b>
<p>NOTE: The above proposed scope-of-work and estimated costs are project and site specific and are subject to change based on change in project scope or conditions encountered in the field. Any deviations from the proposed cost estimate which will increase the final costs will be submitted for approval prior to implementation. Any additional costs will be billed on a time and materials basis as outlined in the proposal description for cost estimates. All final invoice(s) will be prepared using actual equipment and hours.</p>			



**Department  
of Health**

**KATHY HOCHUL**  
Governor

**JAMES V. McDONALD, MD, MPH**  
Commissioner

**JOHANNE E. MORNE, MS**  
Executive Deputy Commissioner

April 7, 2025

(T) Thompson Building, Planning, and Zoning  
Officers and Boards  
4052 State Route 42  
Monticello NY 12701-3221

Re: Kiamesha-Route 42 water district  
(T) Thompson, Sullivan County

To All:

We received a SEQR notification of a proposed hotel that would be served by the Kiamesha-Route 42 water district. This water district and its wholesaler system, Kiamesha Artesian Spring Water Company ("KASWC"), should not have any new uses or users without a thorough analysis by a New York State-licensed professional engineer showing it can serve the maximum daily demand of all existing and already approved new customers with the largest producing ground water source out of service, as required by Recommended Standards for Water Works' 3.2.1.1, incorporated by reference at 10 NYCRR 5-1.22(b)(1).

It is our assessment that the current approved sources for KASWC cannot meet this requirement *currently*. Until new sources are approved (theirs or yours) and/or existing load is reduced (again, theirs or yours) adding users or expanding existing uses should be prohibited.

You can email me at [keith.mciver@health.ny.gov](mailto:keith.mciver@health.ny.gov) or call 845-794-2045 and ask for me. Our hours are 8:30 am to 4:45 pm week days, except State holidays.

Thank you,

Keith McIver  
Assistant Engineer

cc: Glenn Illing, PE, NYS DOH  
Andrew Kalter, NYS DOH  
William Rieber, (T) Thompson Supervisor  
Michael Messenger, (T) Thompson Water and Sewer Superintendent  
File



**Marilee (Town of Thompson)**

---

**From:** Michael Messenger <mmessenger@townofthompson.com>  
**Sent:** Thursday, May 1, 2025 11:30 AM  
**To:** William J. Rieber, Jr.; Marilee Calhoun  
**Subject:** Light Pole Settlement

Hello,

Can you add the following to the agenda?

- Review and Approve Settlement Offer of \$15,699.36 for a motor vehicle accident with a light pole.

Michael Messenger

Superintendent

Town of Thompson Water & Sewer Dept.

(845) 794-5280 Ext. 104

[mmessenger@townofthompson.com](mailto:mmessenger@townofthompson.com)



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

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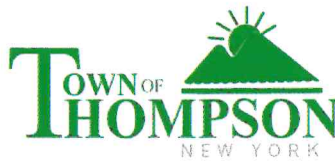
## CONTRACT PRICING WORKSHEET



Submission #	7314
Date Prep:	4/10/2025

**This Worksheet is prepared by LAND PRIDE and given to Sourcewell Member Organization.  
Quote MUST accompany Purchase Order and MUST be issued to the selling DEALER.**

[illegible]



10-B

**DEPARTMENT OF PARKS & RECREATION**

4052 STATE ROUTE 42  
MONTICELLO, NEW YORK 12701-3221  
WEBSITE: [www.townofthompson.com](http://www.townofthompson.com)

**GLENN SOMERS, SUPERINTENDENT**

[gsomers@townofthompson.com](mailto:gsomers@townofthompson.com)  
(845) 796-3606  
(845) 794-2777 FAX

Good morning can you please place on the agenda for May 6, 2025 Town board meeting to approve Nilton Miguel Jr, Hunter Ferriero, Quentin Curz to be hired as a seasonal laborer for the Parks Department at a rate of \$18.09 per hour. This is currently in the 2025 budget.

Thank you

Glenn

# **Document A312™ – 2010**

## **Performance Bond**

### **CONTRACTOR:**

*(Name, legal status and address)*

BHT Acquisition of Clewiston, LLC

5555 Anglers Ave suite 27

Fort Lauderdale, FL 33312

### **OWNER:**

*(Name, legal status and address)*

Town of Thompson

4052 Rt 42

Monticello, NY 12701

### **CONSTRUCTION CONTRACT**

Date: 1/27/2021

Amount: \$335,995.00

### **Description:**

*(Name and location)*

Tree Felling

Kaufman Road and NYS Route 17B

### **SURETY:**

*(Name, legal status and principal place of business)*

Lexington National Insurance Corporation

P.O. Box 6098

Lutherville, MD 21094

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### **BOND**

Date: April 12, 2022

*(Not earlier than Construction Contract Date)*

Amount: \$335,995.00

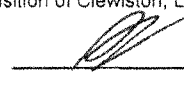
Modifications to this Bond: ☐ None

☒ See Section 16

### **CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

BHT Acquisition of Clewiston, LLC

Signature: 

Name

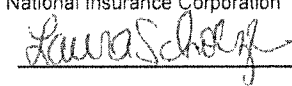
and Title: **Ariel Eddy**

*(Any additional signatures appear on the last page of this Performance Bond.)*

### **SURETY**

Company: *(Corporate Seal)*

Lexington National Insurance Corporation

Signature: 

Name

and Title: **Laura Scholze, Attorney-in-Fact**

*(FOR INFORMATION ONLY — Name, address and telephone)*

### **AGENT or BROKER:**

Risk Strategies

303 International Circle

Suite 160

Hunt Valley, MD 21030

(410)561-3593

### **OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

This bond shall not be canceled, altered, or reduced for any reason other than full completion and written approval by the Town of Thompson.

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: N/A

Name and Title:

Address

Signature: N/A

Name and Title:

Address

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

## POWER OF ATTORNEY

### Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

**Laura Scholze, Courtney Judge, Mai-Ling Rodriguez, Brian Whipple, Justin J. Silva**

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

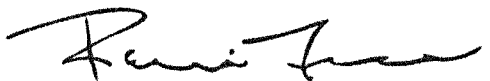
This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, President



State of Maryland  
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

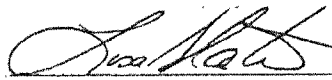
WITNESS my hand and official seal.

Commission Expires: 05/23/24

  
Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland 12 day  
April, 2022.



Lisa R. Slater, Secretary





## **Deputy Clerk (Town of Thompson)**

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**From:** Jim Carnell (Town of Thompson) <jcarnell@townofthompson.com>  
**Sent:** Thursday, May 1, 2025 8:57 AM  
**To:** deputyclerk@townofthompson.com  
**Subject:** BBIS/BHT Bond  
**Attachments:** BBIS-BHT Bond April 12, 2022.pdf

Kelly,

This is the bond for the May 6<sup>th</sup> Town Board meeting.

Thank you,

James Carnell Jr.

Code Enforcement Officer  
Town of Thompson  
4052 State Route 42  
Monticello, NY 12701  
Phone: (845) 794-2500 ext. 325  
Fax: (845) 794-8600

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

NB

## Marilee Calhoun (Town of Thompson)

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**From:** Melissa DeMarmels (Comptroller Town of Thompson)  
<comptroller@townofthompson.com>  
**Sent:** Thursday, April 14, 2022 11:47 AM  
**To:** Marilee Calhoun  
**Cc:** 'Paula Elaine Kay'; 'Jim Carnell (Town of Thompson Building Dept.)'  
**Subject:** FW: [EXT] RE: language

Hi Marilee,

If this bond is received before the board meeting on Tuesday, please add a resolution acknowledging the receipt and the board's approval to return the cash bond.

(I think this is the BBIS Tree Felling Bond for \$335,995.00, but would confirm with Paula and/or Jim.)

Thanks,

*Melissa DeMarmels*

Comptroller

Town of Thompson

This institution is an equal opportunity provider and employer

**From:** Paula Elaine Kay [mailto:paulaelainekaylaw@gmail.com]  
**Sent:** Tuesday, April 12, 2022 2:12 PM  
**To:** Scholze, Laura <lscholze@risk-strategies.com>  
**Cc:** Dixon, Doug <ddixon@risk-strategies.com>; Jim Carnell (Town of Thompson Building Dept.) <jcarnell@townofthompson.com>; John Dykstra <JDykstra@lnic.com>; Melissa DeMarmels (Comptroller Town of Thompson) <comptroller@townofthompson.com>; Ram Adar <ram@bhtpropertiesgroup.com>; Yaniv Cohen <Yanivc@bhtpropertiesgroup.com>  
**Subject:** Re: [EXT] RE: language

Thank you. This works!

On Tue, Apr 12, 2022 at 2:04 PM Scholze, Laura <lscholze@risk-strategies.com> wrote:

**Marilee (Town of Thompson)**

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**From:** Mednick Law Office <michael@michaelmednick.com>  
**Sent:** Thursday, May 1, 2025 12:27 PM  
**To:** supervisor@townofthompson.com  
**Cc:** marilee@townofthompson.com  
**Subject:** Glen Wild land v Town of thompson and Martha Greenberg et al  
**Attachments:** Appellate Division decision Referendum matter.pdf

Hi Bill:

We got the decision from the Appellate division today on the sewer district referendum matter. As you will see the Appellate division reversed the lower court but not on the referendum signature questions. The Appellate division decided to not answer those questions and reversed the matter saying the Town board should have proceeded under article 12 instead of 12-A which would make the need for a permissive referendum moot. The initial resolutions of the town board were invalidated (resolution making certain determinations and the preliminary approval subject to the permissive referendum) and the matter was referred back to the town board to redo the resolutions adding a determination on the validity of the petition under article 12 and omitting the requirement for a permissive referendum.

Seems like the appellate division decided to not decide the question of valid signatures even after originally sending the matter back to the Supreme court and to us for further submissions. My guess is that they wanted to get this approved but did not want to make a complicated decision so they found an easier path forward. Either way, there will be no referendum in this matter going forward.

I will prepare the new required resolutions for the board so we can discuss this on Tuesday. Thanks.....Michael

State of New York  
Supreme Court, Appellate Division  
Third Judicial Department

Decided and Entered: May 1, 2025

CV-23-1419

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In the Matter of GLEN WILD LAND  
COMPANY, LLC,

Appellant,

v

TOWN OF THOMPSON,

Appellant,

and

MEMORANDUM AND ORDER

MARTHA J. GREENBERG, Also  
Known as MARTHA WILD,  
et al.,

Respondents.

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Calendar Date: November 20, 2024

Before: Clark, J.P., Lynch, Reynolds Fitzgerald, Ceresia and Powers, JJ.

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*Fogel & Brown, PC*, Syracuse (*Michael A. Fogel* of counsel), for Glen Wild Land Company, LLC, appellant.

*Law Office of Michael B. Mednick*, Monticello (*Michael B. Mednick* of counsel), for Town of Thompson, appellant.

*Steven N. Mogel*, Monticello, for respondents.

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Ceresia, J.

Appeal from an order of the Supreme Court (Stephan Schick, J.), entered June 19, 2023 in Sullivan County, which, among other things, dismissed petitioner's application, in a proceeding pursuant to Town Law article 7 and Election Law article 16, to restrain the application of Resolution No. 78 of 2023 to petitioner.

Article 12 and article 12-A of the Town Law provide two different paths for the creation or extension of town improvement districts, such as those for water, sewer, public parks, parking lots and the like (*see* Town Law § 190 *et seq.*; Town Law § 209 *et seq.*; *Matter of Angelis v Town of New Baltimore*, 30 AD3d 940, 943 [3d Dept 2006], *lv denied* 7 NY3d 712 [2006]). Pursuant to article 12, the process begins when a petition is filed by an owner of taxable real property within the proposed district or extension (*see* Town Law § 191). By contrast, under article 12-A, a town board commences the process on its own initiative by way of a resolution (*see* Town Law § 209-b). An additional distinction between the two articles is that, when operating relative to article 12-A, the board's ultimate approval of such a project is subject to a permissive referendum, whereas no such requirement is present in article 12 (*compare* Town Law § 194 [3], *with* Town Law § 209-e [3]; *see Matter of Beer v Town of New Paltz*, 179 AD3d 1238, 1242 [3d Dept 2020]). Against that backdrop, the question posed in this case is whether the Town Board of the Town of Thompson, having been presented with petitioner's article 12 petition, properly proceeded on its own accord under article 12-A. We conclude that it did not.

Petitioner, the owner of a commercial development in respondent Town of Thompson, filed a petition pursuant to Town Law article 12 (hereinafter the extension petition) to extend a sewer district to its development. After accepting a map, plan and report in connection with the proposal and conducting a public hearing, the Town Board passed two resolutions: Resolution No. 77 of 2023 made certain findings, including that the sewer district extension was in the public interest, and Resolution No. 78 approved the extension subject to a permissive referendum, as provided for in article 12-A. Subsequently, a group of citizens, including respondents Martha J. Greenberg, Leonard N. Bernardo and Camille Johnston (hereinafter collectively referred to as respondents), circulated a referendum petition in order to trigger a referendum on Resolution No. 78. Upon the ensuing filing of that petition, the Town Clerk rejected it on the basis that it lacked the requisite number of valid signatures. Petitioner nevertheless commenced the instant proceeding challenging both Resolution No. 78 – to the extent that it subjected the extension to a permissive referendum under article 12-A – as well as the propriety of the

referendum petition itself. Respondents opposed, and Supreme Court, rejecting petitioner's challenges, dismissed the petition. Petitioner and the Town appeal, and we reverse.

The Town Board failed to act upon the extension petition in the manner required by statute. Having filed the petition pursuant to Town Law article 12, petitioner was entitled to have the Town Board make certain findings and ultimately either approve or deny its application. More specifically, upon the filing of such a petition (*see* Town Law § 191) and after a public hearing (*see* Town Law § 193), the Town Board was obligated to "determine by resolution: (a) whether the petition is signed, and acknowledged or proved, or authenticated, as required by law and is otherwise sufficient; (b) whether all the property and property owners within the proposed district or extension are benefited thereby; (c) whether all the property and property owners benefited are included within the limits of the proposed district or extension; (d) whether it is in the public interest to grant in whole or in part the relief sought" (Town Law § 194 [1]; *see also* Town Law § 194 [2] [a]).

Although the Town Board, in Resolution No. 77, made the findings specified in Town Law § 194 (1) (b) through (d), it did not determine whether the extension petition was in the form required by law and was otherwise sufficient, as required in paragraph (a). In the face of that omission and without formally ruling on the article 12 petition, the Town Board simply went on to issue Resolution No. 78, whereby it essentially approved the extension project under the framework of article 12-A by providing for a permissive referendum.<sup>1</sup> Recognizing that these articles do not contain any mechanism for such a conversion, we find that the Town Board erred and, as a result, its resolutions must be invalidated. In light of our ruling, petitioner's and the Town's remaining arguments have been rendered academic.

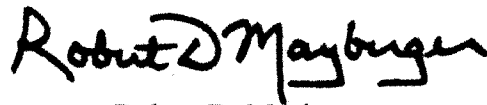
Clark, J.P., Lynch, Reynolds Fitzgerald and Powers, JJ., concur.

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<sup>1</sup> We are unpersuaded by respondents' contention that the Town Board, acting under article 12, implicitly denied the extension petition, finding that it lacked the requisite number of signatures. This purported ruling is not found in the Board's resolutions, nor is this claim supported elsewhere in the record.

ORDERED that the order is reversed, on the law, without costs; Town of Thompson Resolutions Nos. 77 and 78, dated January 3, 2023 are invalidated; and matter remitted to the Town Board of the Town of Thompson for further proceedings not inconsistent with this Court's decision.

ENTER:

A handwritten signature in black ink, reading "Robert D. Mayberger". The signature is written in a cursive, flowing style with a large, prominent "R" and "M".

Robert D. Mayberger  
Clerk of the Court



Town Supervisor  
William J. Rieber, Jr.

Town Board Members *AI-16*  
Deputy Supervisor Melinda Meddaugh  
Scott Mace  
John Pavese  
Ryan Schock

May 1, 2025

**Bills over \$5,000.00**

We are requesting permission to pay the Village of Monticello for the treatment of sewage for the Harris Sewer district

Village of Monticello	Harris Sewer flow	\$153,583.62
	Cold Spring flow	<u>\$22,371.45</u>
	Total	\$175,955.07

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



V#205

# VILLAGE OF MONTICELLO

## INVOICE

2 PLEASANT STREET  
MONTICELLO, NEW YORK 12701  
Phone (845) 794-6130

DATE: APRIL 11, 2025

**TO:**

Name Town of Thompson  
Address 1042 Rt 42  
City & Zip Monticello, NY 12701

**RE:**

Harris and Cold Spring Sewer

DESCRIPTION			AMOUNT
2024 Flow Monticello WWTP	694,822,000 Gal.		
Operating Budget 2024-25	\$2,872,228.00		
Subtract G.8120.101 Thru 8120.425	\$349,645.00		
Total	\$2,522,583.00		
\$2,198,491.00 Divided by 474,018,000 Gals =	\$0.00363055/gal	correct	
Harris Sewer Dist. Flow 10/1/23 to 9/30/24 42,303,128 gal x \$0.00363055 /gal =			\$153,583.62
Cold Spring Sewer Dist. Flow 6,162,000 gal x \$0.00363055 /gal =			\$22,371.45
TOTAL			\$175,955.07

A  
I should be  
\$2,522,583.00 divided by  
694,822,000 Gals =  
\$0.00363055/gal  
\* Price per gallon is correct  
- description is wrong

Make checks payable to:  
Village of Monticello – Sewer Dept.

RENTS-SEWER DISTRICT G.2121

☒ APPROVED  
4/22/25

SSHC.8130.401



## **SULLIVAN COUNTY DEPARTMENT OF PUBLIC HEALTH**

**FREE**

### **RABIES CLINIC**

***FOR DOGS, CATS, AND FERRETS***



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

**Wednesday, June 18, 2025 6:00-7:30 PM**  
**Town of Fallsburg, Morningside Park Pavilion**  
**638 Brickman Rd. Hurleyville, NY**

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

#### **Sullivan County Residents Only!**

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

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