

Minutes of an Organizational/Regular Meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York and held remotely via Zoom on January 06, 2026.

ROLL CALL:

Present: Supervisor Scott S. Mace, Presiding
Councilwoman Melinda S. Meddaugh
Councilman John A. Pavese
Councilman Ryan T. Schock
Councilman Richard L. Benjamin, Jr. (Appointed at Meeting)

DRAFT

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

SWEARING IN CEREMONY OF NEW TOWN SUPERVISOR BY HON. RICHARD BAUM, TOWN COURT JUDGE AT 7:00PM

The Honorable Richard Baum, Town of Thompson Justice performed the swearing in of Supervisor Scott S. Mace. Photographs were taken and the execution of the Oath of Office was administered. Supervisor Mace thanked everyone for coming out.

ANNUAL FISCAL YEAR 2026 ORGANIZATIONAL MEETING – CALL TO ORDER

Supervisor Mace called the Organizational Meeting to order at 7:00 PM with the Pledge to the Flag. Marilee J. Calhoun, Town Clerk provided the legal notice for the meeting, which was advertised in the Sullivan County Democrat on December 26th & 30th, 2025. Notice of said meeting was also posted on the Town Hall Bulletin Board and Official Town Website. 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.

APPOINTMENT OF RICHARD L. BENJAMIN, JR. AS TOWN COUNCILMAN

Councilwoman Meddaugh stated that she would like to fill the vacancy of Councilperson created by Scott S. Mace. She made a motion to appoint Richard L. Benjamin, Jr. to the position of Councilman.

The Following Resolution Was Duly Adopted: Res. No. 01 of the Year 2026.

Resolved, that Richard L. Benjamin, Jr. be and hereby is appointed to serve as Town Councilman to fill the vacancy of Scott S. Mace for a term to expire 12/31/2026.

Motion by: Councilwoman Meddaugh Seconded by: Councilman Pavese

Vote: Ayes 3 Meddaugh, Pavese, and Schock
 Nays 1 Mace

Newly-Appointed Councilman Benjamin joined the Supervisor and Councilpersons on the dais.

TOWN OF THOMPSON 2026 Organizational Agenda

The Following Resolution Was Duly Adopted: Res. No. 02 of the Year 2026.

Resolved that Robert's Rules of Order are hereby adopted as the parliamentary rules for Town of Thompson Town Board Meetings for the Year 2026.

Moved by: Councilman Pavese Seconded by: Councilwoman Meddaugh

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

The Following Resolution Was Duly Adopted: Res. No. 03 of the Year 2026.

Resolved, that the Regular Meetings of the Town Board be conducted at the Town Hall, 4052 Route 42, Monticello, New York 12701. Further, such meetings shall be held on the first and third Tuesday of each and every month during 2026 and shall commence at 7:00 P.M. prevailing time, unless otherwise changed as provided by law, except; for the third Tuesday of February, which shall be cancelled. Meetings will be conducted in person and electronically through Zoom or other approved electronic means or a combination thereof as permitted by the NYS Open Meetings Law. The Zoom and/or electronic invite is merely a courtesy and convenience to the public. If there is a disruption in the ability of the Zoom and/or electronic meeting to commence or continue once a meeting has been commenced, the official meeting of the Town Board shall continue in person without interruption.

Moved by: Councilman Schock Seconded by: Councilwoman Meddaugh

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

The Following Resolution Was Duly Adopted: Res. No. 04 of the Year 2026.

Resolved, that the Sullivan County Democrat be and is hereby designated as the Official Newspaper for the Town of Thompson. The TH-Record & River Reporter are hereby designated as alternate newspapers of the Town of Thompson for the year 2026.

Moved by: Councilman Benjamin Seconded by: Councilman Schock

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

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

<u>NAME AND OFFICE</u>	<u>AMOUNT</u>	<u>EXPIRATION</u>
All Town of Thompson Employees	\$100,000.00	05/01/2026
Scott S. Mace Supervisor	\$100,000.00	05/01/2026
Melissa DeMarmels Comptroller	\$100,000.00	05/01/2026
Marilee J. Calhoun Town Clerk	\$100,000.00	05/01/2026
Kelly M. Murran Deputy Town Clerk	\$100,000.00	05/01/2026
Lisette DeJesus Deputy Town Clerk	\$100,000.00	05/01/2026
Sharon L. Jankiewicz Town Justice	\$100,000.00	05/01/2026
Richard S. Baum Town Justice	\$100,000.00	05/01/2026
Hayden Carnell Superintendent of Highways	\$100,000.00	05/01/2026
Kenneth Benjamin, Jr. Acting Deputy Superintendent of Highways	\$100,000.00	05/01/2026
Heather Berg Receiver of Taxes	\$1,000,000.00 (Jan. thru March) \$100,000.00 (April thru Dec.)	05/01/2026
Glenn Somers Town Park Superintendent	\$100,000.00	05/01/2026
Melinda S. Meddaugh Deputy Supervisor	\$100,000.00	05/01/2026

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Pavese

Vote: Ayes 5

Mace, Meddaugh, Pavese, Schock, and Benjamin

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 25 of the Year 2026.

Resolved, that the accounting firm of Nugent & Haeussler, P.C., Certified Public Accountants hereby be designated as the Auditors for the Town of Thompson at the annual fee not to exceed \$34,600.00 for the year 2026.

Moved by: Councilwoman Meddaugh
Vote: Ayes 5
Nays 0

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

The Following Resolution Was Duly Adopted: Res. No. 26 of the Year 2026.

Resolved, that the Town of Thompson enter into an agreement with the Senior Citizens Club Monticello, Inc., funding thereof by the Town of Thompson in the amount of \$5,000.00 for the year 2026 and the Supervisor be and is hereby authorized to execute the same for and on behalf of the Town.

Moved by: Councilman Pavese
Vote: Ayes 5
Nays 0

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

The Following Resolution Was Duly Adopted: Res. No. 27 of the Year 2026.

Resolved, that Town Officers and employees who are required to use their personal automobiles for Town business be, and shall be, reimbursed for the use of their said vehicles used on official Town business, upon presentation of the proper documentation mileage voucher for said use, shall be reimbursed at the rate of \$.725 cents per mile.

Moved by: Councilwoman Meddaugh
Vote: Ayes 5
Nays 0

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

The Following Resolution Was Duly Adopted: Res. No. 28 of the Year 2026.

Resolved, that all Town of Thompson employees shall be reimbursed for meals and incidentals on a per diem basis, of which the per diem reimbursement rates for meals and incidentals in 2026 shall be in accordance with U.S. General Services Administration's Fiscal Year 2026 Per Diem Rates (Standard Rate) for the area the employee is attending: <https://www.gsa.gov/travel/plan-book/per-diem-rates>, unless such meals and incidentals are included as a meal package at a conference that exceeds the GSA rate as per Section 406 of the Town Employee Handbook.

Moved by: Councilwoman Meddaugh
Vote: Ayes 5
Nays 0

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

The Following Resolution Was Duly Adopted: Res. No. 29 of the Year 2026.

Resolved, that the 2026 Road Maintenance Program as proposed by Highway Superintendent Hayden Carnell be, and is hereby approved for the expenditure of funds as adopted in the 2026

approved budget under Repairs, Maintenance and Improvements. The total amount appropriated in the 2026 Budget is **\$3,691,477.62**.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Pavese

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 30 of the Year 2026.

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

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

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Benjamin

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 31 of the Year 2026.

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

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Schock

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 32 of the Year 2026.

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

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Schock

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

Nays 0

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

The Following Resolution Was Duly Adopted: Res. No. 50 of the Year 2026.

Resolved, that Drew Taylor and Shoshana Mitchell be appointed to serve as Alternate Members to the Planning Board with a term to expire December 31, 2026. Appointees shall attend necessary training as required.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Benjamin

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

The Following Resolution Was Duly Adopted: Res. No. 51 of the Year 2026.

Resolved, that Laura Eppers be hereby appointed as Secretary to the Planning Board and shall serve without additional compensation for the 2026 year.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Schock

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

The Following Resolution Was Duly Adopted: Res. No. 52 of the Year 2026.

Resolved, that the Regular Meetings of the Zoning Board of Appeals be conducted at the Town Hall, 4052 State Route 42, Monticello, New York 12701. Further, such meetings shall be held on the second Tuesday of each and every month during 2026 and shall commence at 6:30 PM prevailing time for the Work-Session and 7:00 PM prevailing time for the meetings, unless otherwise changed as provided by law. Meetings will be conducted in person and electronically through Zoom or other approved electronic means or a combination thereof as permitted by the NYS Open Meetings Law. The Zoom and/or electronic invite is merely a courtesy and convenience to the public. If there is a disruption in the ability of the Zoom and/or electronic meeting to commence or continue once a meeting has been commenced, the official meeting of the Zoning Board of Appeals shall continue in person without interruption.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Benjamin

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

The Following Resolution Was Duly Adopted: Res. No. 53 of the Year 2026.

Resolved, that Richard McClernon is hereby appointed as the Zoning Board of Appeals Chairperson for the Town of Thompson Zoning Board of Appeals for the year 2026.

Moved by: Councilman Schock Seconded by: Councilman Pavese

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

The Following Resolution Was Duly Adopted: Res. No. 54 of the Year 2026.

Moved by: Councilman Benjamin

Seconded by: Councilman Schock

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 60 of the Year 2026.

Resolved, that Marilee J. Calhoun, Town Clerk be appointed as Marriage Officer with no additional compensation for the Town of Thompson with term to expire December 31st, 2028.

Moved by: Councilman Schock

Seconded by: Councilman Benjamin

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 61 of the Year 2026.

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

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

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Schock

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

Nays 0

Supervisor Mace hereby establishes a Supplemental Audit Committee comprised of John A. Pavese, Ryan T. Schock, and Richard L. Benjamin, Jr. They shall review and audit all bills to be paid. One Councilperson shall be responsible for auditing on a monthly basis; responsibility shall rotate equally between them.

Supervisor Mace hereby assigns Councilwoman Melinda S. Meddaugh as the Town Board's Liaison to the Parks & Recreation Department. She shall meet with the Parks & Recreation Superintendent and report her findings to the Town Board. Councilwoman Meddaugh is also assigned as the Liaison to the Planning, Zoning, and Building Department/Code Enforcement.

Supervisor Mace assigns Councilwoman Meddaugh to work with him to prepare, update and establish 5-year plan along with Comptroller Melissa DeMarmels to diminish expenses, increase revenues and increase our annual budget surplus. They will report periodically to the Town Board with their on-going progress.

Supervisor Mace hereby assigns Councilman John A. Pavese as the Town Board's Liaison to the Highway Department. He shall meet with the Highway Superintendent and the highway employees and report his findings back to the Town Board. Councilman Pavese shall be the Town's link to both the Rock Hill and Monticello Joint Fire Districts and to inform the Board as to any ongoing projects or concerns either district has.

Supervisor Mace hereby assigns Councilman Ryan T. Schock as the Town Board's Liaison to the Water & Sewer Department and to the Dog Control Department. Councilman Schock is also assigned as Liaison to the Office of the Assessor.

REGULAR MEETING – CALL TO ORDER

Supervisor Mace convened the Regular Town Board Meeting at 7:45 PM.

APPROVAL OF MINUTES:

On a motion made by Councilwoman Meddaugh and seconded by Councilman Schock the minutes of the December 16th, 2025 Regular Town Board Meeting were approved as presented.

Vote: Ayes 3 Mace, Pavese, Schock and Meddaugh
 Nays 0
 Abstained 1 Benjamin (He was not member of Town Board for said meeting.)

PUBLIC COMMENT

There was no public comment given.

CORRESPONDENCE:

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

- **County of Sullivan IDA:** Letter dated 12/30/25 from Jennifer M. Flad, Executive Director Re: Catskill Veterinary Services
- **County of Sullivan IDA:** Email dated 12/29/25 form Jennifer M. Flad, Executive Director Re: Catskill BSD Housing & Catskill Kosher Express – Application for IDA Benefits (APPLICATION PULLED)
- **NYS EFC:** Letter dated 12/19/25 from Maire Cunningham, Director RE: Emerald Green/Rock Hill Sewer District Pump Station # 6 WIIA Grant not selected.
- **NYS Dept of Health:** Notice dated 12/18/25 Re: Water System Field Compliance Inspection Summary Report for Kiamesha Route 42 Water – No Violations Found

- **NYS Office of Cannabis Management:** License Renewal dated 12/12/25 for Platinum Leaf, LLC-196 Rock Hill Drive, Rock Hill

AGENDA ITEMS:

1) APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS FOR 2026
The Following Resolution Was Duly Adopted: Res. No. 62 of the Year 2026.

At a Regular Meeting of the Town Board of the
 Town of Thompson held at the Town Hall,
 4052 Route 42, Monticello, New York on
 January 06, 2026

RESOLUTION TO APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

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

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

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

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

Moved by: Councilwoman Melinda S. Meddaugh
 Seconded by: Councilman Ryan T. Schock

Adopted the 6th, day of January, 2026.

The members of the Town Board voted as follows:

Supervisor SCOTT S. MACE	Yes [X] No []
Councilman RYAN T. SCHOCK	Yes [X] No []
Councilwoman MELINDA S. MEDDAUGH	Yes [X] No []

Councilman RICHARD L. BENJAMIN, JR. Yes [X] No []
Councilman JOHN A. PAVESE Yes [X] No []

2) APPROVE CONTRACTS FOR DOG SHELTER SERVICES (2026)

A) APPROVE CONTRACT WITH HUMANE SOCIETY OF MIDDLETOWN, INC. FOR DOG SHELTER SERVICES (2026)

The Following Resolution Was Duly Adopted: Res. No. 63 of the Year 2026.

Resolved, that the Town Board of the Town of Thompson hereby approve and authorize the Town Supervisor's execution of the agreement between the Town of Thompson and the Humane Society of Middletown, Inc. for the period beginning January 1st, 2026 through December 31st, 2026 for the purpose of dog kenneling/shelter services. Further Be It Resolved, that a fully executed copy of said agreement shall be kept on file in the Town Clerk's Office.

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

B) APPROVE CONTRACT WITH SULLIVAN COUNTY SPCA FOR DOG SHELTER SERVICES (2026)

The Following Resolution Was Duly Adopted: Res. No. 64 of the Year 2026.

Resolved, that the Town Board of the Town of Thompson hereby approve and authorize the Town Supervisor's execution of the agreement between the Town of Thompson and the Sullivan County SPCA for the period beginning January 1st, 2026 through December 31st, 2026 for the purpose of dog kenneling/shelter services. Further Be It Resolved, that a fully executed copy of said agreement shall be kept on file in the Town Clerk's Office.

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

3) HIGHWAY DEPARTMENT:

A) DESIGNATE SEASONAL MAINTENANCE ROADS

The Following Resolution Was Duly Adopted: Res. No. 65 of the Year 2026.

Resolved, that the Town Board hereby designates the roads listed below: Seasonal Limited Use Highways in the Town of Thompson, and Further Be Resolved, that the Town Highway Department be permitted to place seasonal maintenance signs on those roads that are Seasonal Limited Use Highways for the time-period of December 1st, 2025 to April 1st, 2026 as follows:

1. Gravel Section of Town Park Road
2. Gravel Section of Big Woods Road
3. Gravel Section of Old Sackett Road

4) AUTHORIZE CONTRACT WITH CBIZ – FIXED ASSET REPORTING & PROPERTY INSURANCE VALUATION UPDATING SERVICES – ANNUAL ENGAGEMENT FEE \$1,550.00 + \$300.00 PRINTED COPY FEE FOR TOTAL FEE OF \$1,850.00

The Following Resolution Was Duly Adopted: Res. No. 68 of the Year 2026.

Resolved, that the Proposal from CBIZ, Inc. hereby be approved for FYE 12/31/2025 Fixed Asset Reporting and Property Insurance Valuation Updating Services at a fee not to exceed \$1,850.00 (also includes \$300.00 printed copy fee.) Further Be It Resolved, that the Town Supervisor hereby be authorized to execute said agreement as presented.

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

5) APPROVE AGREEMENT WITH NUGENT & HAEUSSLER, P.C., CERTIFIED PUBLIC ACCOUNTANTS FOR PROFESSIONAL AUDITING SERVICES (FYE 12/31/2025)

The Following Resolution Was Duly Adopted: Res. No. 69 of the Year 2026.

Resolved, that the engagement letters of agreement from the accounting firm of Nugent & Haeussler, P.C. Certified Public Accountants (Auditors for the Town) hereby be approved for 2026 Accounting/Auditing Services (FYE 12/31/2025) for both the Town and Justice Court at a fee not to exceed \$34,600.00. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute said agreement letters as presented.

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

6) RESOLUTION TO AUTHORIZE HIRING OF KATHLEEN M. DEPUY AS PART-TIME CLERK IN TAX COLLECTOR'S OFFICE AT AN HOURLY RATE OF \$26.83 AND NOT TO EXCEED THE 2026 ADOPTED BUDGETED SALARY

The Following Resolution Was Duly Adopted: Res. No. 70 of the Year 2026.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the hiring of Kathleen M. DePuy at a pay rate of the Data Collector position in the amount of \$26.83 per hour in the Tax Collector's Office. Further Be It Resolved, that said employment shall be effective immediately and subject to all applicable civil service requirements.

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

7) AUTHORIZE PLANNING BOARD TO ENGAGE SERVICES OF CREIGHTON MANNING ENGINEERING AS PRIMARY TRAFFIC CONSULTANT

The Following Resolution Was Duly Adopted: Res. No. 71 of the Year 2026.

Nays 0

10) PARKS & RECREATION DEPARTMENT:

A) RESOLUTION TO AUTHORIZE THE FISCAL-YEAR 2026 PARKS & RECREATION PROGRAMS FOR AN AMOUNT NOT TO EXCEED \$91,000.00 (INCLUDING YOUTH ACTIVITIES, ADULT ACTIVITIES, YOUTH SPORTS TEAMS AND MISCELLANEOUS)

The Following Resolution Was Duly Adopted: Res. No. 75 of the Year 2026.

RESOLUTION TO AUTHORIZE THE FY 2026 PARKS & RECREATION PROGRAMS FOR AN AMOUNT NOT TO EXCEED 91,000 AS FOLLOWS

WHEREAS, the Parks & Recreation Advisory Committee has presented the following programs and activities, along with the proposed budget for the 2026 Fiscal Year:

Park Programming Expense	Total Budgeted
Youth Activities	\$ 72,500.00
Skiing - Thursday Night Lights	\$ 27,500.00
Skiing - Family Night	\$ 5,000.00
Sledding - Community Sled Day	\$ 500.00
Sledding - Craft Day	\$ 1,000.00
Snowshoeing Event	\$ 500.00
Holiday Craft Event	\$ 1,000.00
Halloween Treats & Trails Event	\$ 2,000.00
Cultural Excursions	\$ 35,000.00
Adult Activities	\$ 7,025.00
Zumba Program	\$ 3,900.00
Fly Fishing	\$ 250.00
Yoga Program	\$ 500.00
Adult Craft Night	\$ 900.00
Pickleball	\$ 250.00
Senior Activities	\$ 1,000.00
Hikes	\$ 225.00
Youth Sports Teams	\$ 9,750.00
Basketball - League	\$ 1,250.00
Basketball - Elementary	\$ 1,000.00
Volleyball League	\$ 1,000.00
Golf - League	\$ 3,000.00
Tennis	\$ 1,000.00
Flag Football	\$ 1,250.00
Sports Nights	\$ 1,250.00
Miscellaneous	\$ 1,725.00
Equipment	\$ 1,000.00
Background Checks	\$ 725.00
Total Park Programming*	\$ 91,000.00

WHEREAS, the reallocation of funds between the programs and activities is allowed, as long as the total amount for all Parks and Recreation Programming does not exceed \$91,000.00.

RESOLVED, that the Town Board of the Town of Thompson hereby authorizes the 2026 Parks & Recreation Programs for Fiscal Year 2026 in the Town of Thompson upon request by the Parks and Recreation Advisory Committee for a total cost not to exceed \$91,000.00 for the above-mentioned programs and activities.

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

B) PARKS & RECREATION INSTRUCTORS

Director Weyer explained that for 2026 the Parks and Recreation Instructors will be hired as employees similar to Planning and Zoning Board members, rather than paid a stipend as was done previously. These employees will fill out the necessary paperwork, sign an Instructor Agreement, Pass the Background Check, and complete Sexual Harassment Training. The following individuals will run the park programs as needed: Stefon McGinnis, Tricia Tuttle, Jamie Vandervort, Yovanni Fields, and Ashley Hooper. The employees will be paid as follows: 2-Hour Program - \$125.00 per session and 3-Hour Program - \$200.00 per Session.

The Following Resolution Was Duly Adopted: Res. No. 76 of the Year 2026.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the hiring of Parks and Recreation Instructors at rates of 2-Hour Program - \$125.00 per session and for 3-Hour Program - \$200.00 per Session.

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

11) DISCUSS: SCOPING SESSIONS FOR MOUNTAIN TOP VILLAS

Supervisor Mace said that the Village of Monticello reached out to the Town regarding the Mountaintop Villas project that is mostly located in the Village. They are requesting a scoping session. The Village has a meeting scheduled for Thursday, January 15th, 2026 at 5:30 PM. Supervisor Mace will reach out to the Village to finalize future meeting dates.

12) REVIEW & APPROVE - VILLAGE OF ATERES INTERMUNICIPAL AGREEMENTS

A) SANITARY SEWER SERVICES

The Following Resolution Was Duly Adopted: Res. No. 77 of the Year 2026.

Resolved, that the Town Board of the Town of Thompson hereby approves the Inter-Municipal Agreement (IMA) between the Town of Thompson and Village of Ateres for Sanitary Sewer Services located within the Village of Ateres and authorizes the Town Supervisor to execute said (IMA).

Motion by: Councilman Benjamin Seconded by: Councilwoman Meddaugh

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

B) REGISTRAR OF VITAL STATISTICS

The Following Resolution Was Duly Adopted: Res. No. 78 of the Year 2026.

Resolved, that the Town Board of the Town of Thompson hereby approves the Inter-Municipal Agreement (IMA) between the Town of Thompson and Village of Ateres for Registrar of Vital Statistics located within the Village of Ateres and authorizes the Town Supervisor to execute said (IMA).

Motion by: Councilman Benjamin Seconded by: Councilwoman Meddaugh

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

C) OFFICE OF THE ASSESSOR

The Following Resolution Was Duly Adopted: Res. No. 79 of the Year 2026.

Resolved, that the Town Board of the Town of Thompson hereby approves the Inter-Municipal Agreement (IMA) between the Town of Thompson and Village of Ateres for Office of the Assessor located within the Village of Ateres and authorizes the Town Supervisor to execute said (IMA).

Motion by: Councilwoman Meddaugh Seconded by: Councilman Benjamin

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

D) ROAD MAINTENANCE SERVICES

The Following Resolution Was Duly Adopted: Res. No. 80 of the Year 2026.

Resolved, that the Town Board of the Town of Thompson hereby approves the Inter-Municipal Agreement (IMA) between the Town of Thompson and Village of Ateres for Road Maintenance Services (Highway Services) located within the Village of Ateres and authorizes the Town Supervisor to execute said (IMA).

Motion by: Councilman Benjamin Seconded by: Councilman Schock

Vote: Ayes 4 Mace, Pavese, Schock, and Benjamin
 Nays 1 Meddaugh

13) APPROVE: CONSULTING AGREEMENT FOR LEGAL SERVICES TO THE PLANNING AND ZONING BOARDS – STEVEN VEGLIANTE, ESQ.

The Following Resolution Was Duly Adopted: Res. No. 81 of the Year 2026.

Resolved, that the Consulting Agreement for Legal Services to the Planning and Zoning Boards with Steven Vegliante, Esq. of Counsel of Whiteman Osterman & Hanna, LLP hereby be approved and the Town Supervisor hereby be authorized to execute said agreement as presented.

Motion by: Councilman Benjamin Seconded by: Councilman Schock

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

Nays 0

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

The Following Resolution Was Duly Adopted: Res. No. 82 of the Year 2026.

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

Delaware Engineering Services **\$111,396.00 Total Cost**
Invoice # 24-3143-9 – For Emerald Green WWTP Phase 2 Plant Upgrades Project
Moved by: Councilman Pavese Seconded by: Councilwoman Meddaugh
Vote: Ayes 5 Mace, Meddaugh, Pavese, Schock, and Benjamin
Nays 0

The Following Resolution Was Duly Adopted: Res. No. 83 of the Year 2026.

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

Empire State Motors **\$5,580.00 Total Cost**
Invoice # 73039 – For Goulds Pump for Sackett Lake
Moved by: Councilman Pavese Seconded by: Councilwoman Meddaugh
Vote: Ayes 5 Mace, Meddaugh, Pavese, Schock, and Benjamin
Nays 0

15) BUDGET TRANSFERS & AMENDMENTS

There were no budget transfers or amendments.

16) ORDER BILLS PAID

The Following Resolution Was Duly Adopted: Res. No. 84 of the Year 2026.

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

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

OLD BUSINESS:

Supervisor Mace recused himself from the matter listed below due to previous family involvement. The meeting was turned over to Deputy Supervisor Meddaugh to address the next matter.

² ATTACHMENT: ORDER BILLS PAID

DISCUSS & APPROVE ADDITIONAL ROLL-OFF DUMPSTERS NEEDED FOR LAKE IDA PARK

Superintendent Somers said that his department is in need of (2) more roll-off dumpsters for the removal the old infirmary building at Lake Ida Park.

The Following Resolution Was Duly Adopted: Res. No. 85 of the Year 2026.

Resolved, that (2) additional 30-yard containers be approved from Rieber Carting in the amount of \$300.00 per 30-yard container, \$150.00 Tipping Fee be approved.

Motion by: Councilman Benjamin Seconded by: Councilman Schock

Vote: Ayes 4 Meddaugh, Pavese, Schock, and Benjamin

Nays 0

Recused 1 Mace

Supervisor Mace continued the meeting.

NEW BUSINESS:

There was no new business reported on.

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

Councilwoman Meddaugh

- Requested work-sessions with Planning Board.

Superintendent Carnell

- Winter Season is very busy.

Superintendent Somers

- Thursday Night Lights, (22) Youth signed up.
- Snowshoeing Event is schedule for 01/24/26.

Superintendent Messenger

- Received final approval from USDA to go out to bid for Harris Pump Station.

Comptroller DeMarmels

- Health Insurance Rates went up 8%. Budgeted 10%. Medicare is 25%.

Director Carnell

- New revised Building & Electrical Code went into effect 12/31/2025.

Attorney Mednick

- Litigation Assignment for Cappelli Associates was assigned to Drake Loeb, PLLC in Poughkeepsie.

Director Weyer

- The RFP's were issued for Planning Services for the Comprehensive Plan.

- IT Services coming soon.

PUBLIC COMMENT

There was no public comment given.

EXECUTIVE SESSION

On a motion made by Councilman Schock and seconded by Councilwoman Meddaugh the Town Board entered into Executive Session at 8:21 PM to discuss Personnel Matters.

The Zoom Livestream Videoconferencing connection was disconnected.

Executive Session was held.

The Town Board returned from Executive Session at 8:39PM. There was no action taken.

ADJOURNMENT

On a motion made by Councilman Benjamin and seconded by Councilman Pavese the meeting was adjourned at 8:40 PM. All board members voted in favor of adjourning the meeting.

Respectfully Submitted By:

Kelly M. Murran, Deputy Town Clerk

2026 Sealing List	2026 Paving List
Cantrel	Ranch
Rup	Edwards
Gregory	Foss
Mongaup	Haddock
Eva Dr	South Maplewood
Forest Ln	Starlight
Oak Tree Dr	
Jefferey Dr	
Old Congress Ln	
LaGrand	
Tappan	
Southwoods Dr	
Robert Ln	
Tucci	
Old Ryan	
Stacey Dr	
Davis Dr	
Price	
Hiram Jones	
Rose Valley	
Silvan	
South Lake	
River	
Pleasure Dr	
Sacks	
Starlight Dr	
Twin Pond Ln	
Burnt Meadow	
Short	

In addition to the improvement lists above, we intend to complete the Big Woods Road culvert replacement pending weather, DEC permitting, and construction scheduling.

C

Marilee Calhoun (Town of Thompson)

From: Jennifer Flad <jflad@sullivanida.com>
Sent: Tuesday, January 13, 2026 4:26 PM
To: joshua.potosek@sullivanida.com; Matthew Evans; tcrumley@k12mcsd.net; Scott Mace Savaglio, RoseMarie; Novello, Anna-Marie; marilee@thompsonny.gov; Anthony Rein; jlybolt@k12mcsd.net; Elizabeth Terwilliger
Subject: Catskill Veterinary Services, PLLC/ Catskill Veterinary Properties LLC - IDA resolution & documents
Attachments: Resolution Cover Letter to TJs 1-13-26.pdf; Catskill Vet Proposed Approving Res 70358-029v2.pdf; IDA Application Notarized 1-12-26_EINs Redacted.pdf; Catskill Vet PH Notice 1-20-26.pdf

Good Afternoon,

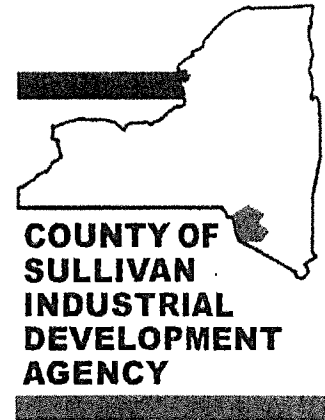
Please see the attached cover letter, proposed resolution of the IDA Board, application, and public hearing notice relating to the proposed Catskill Veterinary Services, PLLC and Catskill Veterinary Properties LLC project. Hard copies will follow via certified mail as indicated in the attached cover letter.

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

Jennifer M. Flad
Executive Director
County of Sullivan Industrial Development Agency
3 Broadway
Monticello, New York 12701
tel: (845) 428-7575
fax: (845) 428-7577
TTY 711

This institution is an equal opportunity provider and employer.

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



January 13, 2026

Mr. Joshua Potosek, County Manager
County of Sullivan
100 North Street, P.O. Box 5012
Monticello, New York 12701

via certified mail with return receipt

Mr. Scott S. Mace, Supervisor
Town of Thompson
4052 State Route 52
Monticello, New York 12701

via certified mail with return receipt

Matthew T. Evans, Ed.D., Superintendent
Monticello Central School District
60 Jefferson Street, Suite 3
Monticello, New York 12701

via certified mail with return receipt

Mr. Timothy Crumley, President
Monticello CSD Board of Education
60 Jefferson Street, Suite 3
Monticello, New York 12701

via certified mail with return receipt

Dear Mr. Potosek, Mr. Mace, Dr. Evans, and Mr. Crumley,

In accordance with Chapter 766 of the Laws of 2022, enclosed please find a copy of the proposed County of Sullivan Industrial Development Agency ("Agency") resolution appointing Catskill Veterinary Services, PLLC and Catskill Veterinary Properties LLC (together, "Company") as Agent of the Agency for the purpose of acquiring, constructing, installing and equipping a certain project as defined in the resolution ("Project"); making certain findings and determinations; authorizing the execution and delivery of an Agent and Project Agreement; and authorizing the execution of a Lease to Agency, Leaseback to Company, Payment in Lieu of Tax Agreement, and related documents ("Resolution"). The Project location is 23 Old Drive In Road in the hamlet of Rock Hill, Town of Thompson (Section 32, Block 1, Lot 14.1).

It is anticipated that the Agency will discuss and vote on the Resolution at its upcoming Board meeting scheduled for 9:30 AM on Wednesday, January 21st 2026, in the Legislative Committee Room at the Sullivan County Government Center, 100 North Street, Monticello, New York.

The Project Application and Notice of Public Hearing are enclosed and are available on the Agency's website at: <http://www.sullivanida.com/project-documents/>.

The January 21st meeting agenda and related documents will be posted on the Agency's website at: <https://www.sullivanida.com/2026-notices-agendas-minutes-and-resolutions/>

If you have any questions or concerns, please do not hesitate to contact me. Thank you.

Sincerely,



Jennifer M Flad
Executive Director

ec:

Joshua Potosek, joshua.potosek@sullivanny.us

Scott S. Mace, supervisor@thompsonny.gov

Matthew T. Evans, Ed.D., mevans@k12mcsd.net

Timothy Crumley, tcrumley@k12mcsd.net

Rosemarie Savaglio, Exec. Assistant to the Co. Manager, rosemarie.savaglio@sullivanny.gov

Anna-Marie Novello, SC Commissioner of Management & Budget, anna-marie.novello@sullivanny.gov

Marilee Calhoun, Town of Thompson Clerk, marilee@thompsonny.gov

Anthony Rein, Town of Thompson Assessor, assessor@thompsonny.gov

Janet Lybolt, Monticello Central School District Clerk, jlybolt@k12mcsd.net

Elizabeth Terwilliger, Monticello CSD Accountant/ Treasurer, eterwilliger@k12mcsd.net

enclosure

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York General Municipal Law will be held by the County of Sullivan Industrial Development Agency (the "Agency") on Tuesday, January 20, 2026, at 9:00 a.m., local time, in the Legislative Committee Room at the Sullivan County Government Center, 100 North Street, Monticello, New York, 12701, in connection with the following matter:

Catskill Veterinary Services, PLLC ("Catskill Vet Services") and Catskill Veterinary Properties LLC ("Catskill Vet Properties" and, together with Catskill Vet Services, "Company") has submitted an application ("Application"), a copy of which is on file with the Agency, requesting the Agency's Financial Assistance (as herein defined) with a certain project consisting of the: (i) acquisition, construction, installation and equipping of an approximately 20,000 +/- square foot building to be used as a veterinary hospital and an approximately 2,592 square foot large animal outbuilding (collectively, "Buildings") situate on one (1) parcel of real estate consisting of approximately 16.49 +/- acres of land located at 23 Old Drive In Road in the hamlet of Rock Hill, Town of Thompson ("Town"), County of Sullivan ("County"), State of New York and identified on the Town tax map as Section 32, Block 1, Lot 14.1 ("Land"); (ii) acquisition, construction and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools ("Equipment"); (iii) construction of improvements to the Building, the Land and the Equipment (collectively, the Buildings, the Land and the Equipment are referred to as the "Project"); and (iv) lease of the Project from the Agency to the Company.

The Agency will acquire a leasehold interest in the Project and lease the Project back to the Company. The Company will operate the Project during the term of the lease. At the end of the lease term, the Agency's leasehold interest will be terminated. The Agency contemplates that it will provide financial assistance (the "Financial Assistance") to the Company in the form of sales and use tax exemptions and a mortgage recording tax exemption, consistent with the policies of the Agency, and a partial real property tax abatement.

A representative of the Agency will be at the above-stated time and place to hear and accept written and oral comments from all persons with views in favor of or opposed to or otherwise relevant to the proposed Financial Assistance.

Dated: January 7, 2026

By:

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY

At a regular meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on January 20,
2026

**RESOLUTION FOR UNANIMOUS CONSENT TO APPROVE TOWN
REORGANIZATION AGENDA**

WHEREAS, the Town Board of the Town of Thompson wishes to expeditiously ratify and re-approve the entire Reorganization Meeting Agenda items numbered 2-85 without a formal reading and review of same; and

WHEREAS, the Town Board would like to approve said Resolutions through unanimous consent; and

WHEREAS, a majority of Town Board Members are present today and agree to move forward on Town Resolution Item Nos. 2-85 via unanimous consent.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

RESOLVED, that the Town Board Members agree to move forward with the approval process of Agenda and Resolution Items No. 2-85 through unanimous consent, and all duly elected and duly appointed, properly sworn into office, by their signatures herein, unanimously agree to proceed on Resolution Nos. 2-85 by unanimous consent, and it is further

RESOLVED, that this Resolution shall be effective immediately.

Moved by:

Seconded by:

The Members voted on the foregoing Resolution as follows:

Supervisor SCOTT S. MACE

Councilman JOHN A. PAVESE

Councilwoman MELINDA S. MEDDAUGH

Councilman RYAN T. SCHOCK

Councilman RICHARD L. BENJAMIN, JR.

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution annexed hereto to Unanimously Consent to Approve Town Reorganization Agenda was adopted by said Town Board on January 20, 2026, a majority of all Board Members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on January 21, 2026.

MARILEE J. CALHOUN, TOWN CLERK

At a regular meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on January 20,
2026

**RESOLUTION TO APPROVE THE TOWN OF THOMPSON RE-ORGANIZATION
AGENDA ITEM NOS. 2-85 VIA UNANIMOUS CONSENT**

WHEREAS, the Town of Thompson Town Board conducted their Re-Organization Meeting on January 06, 2026 and reviewed and approved Agenda Item Nos. 2-85 during said Meeting; and

WHEREAS, a question has arisen as to the timing of when an appointed Member of the Town Board was sworn in prior to taking action to vote on said Agenda Item Nos. 2-85; and

WHEREAS, in an action of due caution, the Town Board wants to ratify and re-approve all Resolutions and business previously conducted on January 06, 2026 to make sure there are no outstanding questions regarding the Re-Organizational Minutes for the Town of Thompson.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

RESOLVED, that the Town Board of the Town of Thompson, by unanimous consent, hereby resolves to approve Re-Organization Resolution Nos. 2-85 and simultaneously ratifies and re-approves all prior Town Board Re-Organization Agenda Item Nos. 2-85 as same were written and previously approved on January 06, 2026, and it is further

RESOLVED, that this Resolution shall be effective immediately.

Moved by:
Seconded by:

The Members voted on the foregoing Resolution as follows:

Supervisor SCOTT S. MACE	Yes []	No []
Councilman JOHN A. PAVESE	Yes []	No []
Councilwoman MELINDA S. MEDDAUGH	Yes []	No []
Councilman RYAN T. SCHOCK	Yes []	No []
Councilman RICHARD L. BENJAMIN, JR.	Yes []	No []

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution annexed hereto to Approve the Town of Thompson Re-Organization Agenda Item Nos. 2-85 Via Unanimous Consent was adopted by said Town Board on January 20, 2026, a majority of all Board Members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on January 21, 2026.


Marilee J. Calhoun, Town Clerk

Scott Mace (Town of Thompson Supervisor)

From: Matthew Sickler <msickler@mhepc.com>
Sent: Thursday, December 11, 2025 10:08 AM
To: supervisor@thompsonny.gov; Mike Messenger (mmessenger@thompsonny.gov)
Subject: FW: Down hole Video Inspection of Thompson Proposed Production Wells PW-4 and PW-5
Attachments: Work Plan for Evaluating and Permitting of Two Existing Test Production Wells - Town of Thompson, NY - 2025-12-04.pdf; Town of Thompson - Proposal to Complete and Evaluate PW-4 and PW-5 - 2025-12-04.pdf

Good morning,
Please see the attached information from the hydrologist working on the Cold Spring water wells. The original proposal prior to submitting the work plan to DOH was about \$66,000.00. Their revised proposal is \$100,900.00. This was also sent to Bernie Weiser. I think it makes sense to request that Bernie send another \$35,000.00 to cover the increased scope for the hydrogeologist.
Bill, let me know if you are doing that or if you would like me to email Bernie.
Thanks,
Matt

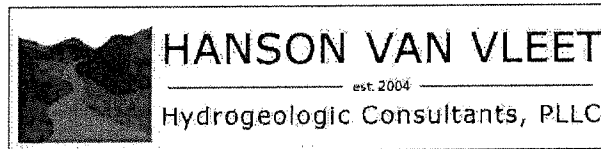


Matthew Sickler P.E.
Associate
Office: (570) 296-2765
Fax: (570) 296-2767
msickler@mhepc.com | www.mhepc.com
 

From: Steve Catalano <scatalano@hansonvanvleet.com>
Sent: Thursday, December 4, 2025 10:34 AM
To: Bernie Weiser - REGNJ <bw@regnj.com>
Cc: Jamie Gironda <jgironda@hansonvanvleet.com>; Ken Ellsworth <kellsworth@keyscomp.com>; Matthew Sickler <msickler@mhepc.com>; Michael Messenger <mmessenger@thompsonny.gov>
Subject: Re: Down hole Video Inspection of Thompson Proposed Production Wells PW-4 and PW-5

Good morning,
Attached are the revised proposal and DOH work plan. The scope of work has been revised based on DOH comments to the original work plan. The main changes include:

- DOH denial of the short-duration flow test to verify the historical constant rate pumping tests. DOH is requiring that constant rate pumping tests be completed in full compliance with DOH Part 5 regulations.
- Based on the results of the initial site visit and discussions with an experienced licensed water well driller, it appears that the outer grout sleeve casing may have potential for removal. If the dual-rotary rig can remove the outer grout sleeve casing, this would provide a more reliable



December 4, 2025

Mr. 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 nine tasks. 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.

- Task 1: Compile DOH Work Plan – Completed
- Task 2: Down-hole Video Inspection – Completed
- Task 3: Installation of Grout Seal and Removal of Foreign Objects at PW-5 – To Be Completed
- Task 4: Chlorination/Step Drawdown Test/Background Data Collection – To Be Completed
- Task 5: Off-site Well Monitoring – To Be Completed
- Task 6: Perform Two Individual Aquifer Pumping Tests – To Be Completed
- Task 7: NYSDOH Part 5 Water Quality and GWUDI Analysis – To Be Completed
- Task 8: Aquifer Pumping Test Data Analysis – To Be Completed
- Task 9: Reporting – To Be Completed

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.

Task 1: Compile DOH Work Plan – Completed

A work plan has been prepared which includes all tasks to permit the two production wells originally installed in 2009. The work plan included:

- 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;
- Aquifer pumping tests to verify well yields and for water quality sample collection;
- Collection of required NYSDOH Part 5 drinking water quality samples; and
- Compile final report for submittal to NYSDOH.

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

Task 2: Down-hole Video Survey – Completed

This task was described in the original proposal, dated March 25, 2025. HVV completed a down-hole video survey at PW-4 and PW-5 on August 22, 2025. An AHD down-hole waterproof color camera was used to perform the video survey. The camera was lowered down the well bore while viewing the progress on a screen and recording a video of the survey. The camera was calibrated to provide a digital reading of the depth on the video log. The camera was stopped at critical locations to inspect the integrity of the casing welds, the condition of the casing, the depths of critical components (e.g., well screen, casing shoe), and to determine the general physical condition of the well.

The static water level at PW-5 at the time of the inspection was measured at approximately 10.17 feet below grade. The slotted well screen was observed from approximately 29.35 feet below grade to the total well depth. The inspection identified minor to moderate biofilm on the structure of the screen. No iron nodules were observed in the screened section. The biofilm on the well screen appears to be the result of iron-consuming bacteria that is commonly naturally occurring in wells.

Beginning at 32.3 feet below grade at PW-5, a foreign metal cylindrical object was identified in the well. The down-hole camera could not be advanced below 35.30 feet below grade at PW-5, presumably due to an obstruction in the well. The total well depth at PW-5 was measured at 37.33 feet below grade with a notably soft bottom, suggesting an accumulation of sediment at the base of the well.

The static water level at PW-4 at the time of the inspection was measured at approximately 12.25 feet below grade. The total well depth was measured at 39.04 feet below grade with a notably soft bottom, suggesting an accumulation of sediment at the base of the well. The slotted well screen was observed from approximately 30 feet below grade to the total well depth. The inspection identified minor to moderate biofilm on the structure of the screen. No iron nodules were observed in the screened section. The biofilm on the well screen appears to be the result of iron-consuming bacteria that is commonly naturally occurring in wells.

Task 3: Installation of Grout Seal and Removal of Foreign Objects at PW-5 – To Be Completed

A well inspection was completed at PW-5 on August 22, 2025, which identified the 8, 12 and 16-inch diameter casings in place. The total depth in the annular space between the 12-inch and 16-inch diameter casings at PW-5 (i.e., the casings that the grout seal would be installed between) was measured at 13.09 feet below grade, which is presumably the maximum available depth for future installation of a grout seal.

The NYS DCEC WCR for PW-5 indicates cobbles, clay and sand were encountered from 0 to 26 feet below grade, gravel was encountered from 26 to 37 feet below grade, and fine sand and silt was encountered from 37 to 45 feet below grade. The lithologic description in the upper 26 feet of the borehole is consistent with low-permeability glacial till that is ubiquitous in the shallow overburden in the area. The relatively shallow water-bearing formation was documented at 26 feet below grade. The 13 feet of vertical separation between the bottom of the proposed grout seal (13 feet below grade) and the water-bearing formation (26 feet below grade) would mitigate the risk of cross-contamination of the water-bearing formation due to running grout.

Typical well construction would include removal of the 16-inch outer casing during installation of the grout seal. Based on the current condition of the well, the presence of the low-permeable glacial till from 0 to 26 feet below grade and the shallow depth of the water-bearing formation at 26 feet below grade, installing a grout seal is proposed from the base of the current annular space, 13.09 feet below grade, to the depth of the future pitless adapter. All reasonable attempts will be made to remove the 16-inch diameter outer casing, including the use of a dual rotary drill rig operated by Frey Well Drilling, a NYS licensed water well driller of Alden, New York. However, due to the extended period since its original installation (i.e., 16 years), the 16-inch diameter outer casing may be seized in place, and its removal may not be possible. If the 16-inch casing cannot be removed after all reasonable attempts, it is proposed to install a grout seal from the base of the current annular space, 13.09 feet below grade, to the depth of the future pitless adapter and leave the outer 16-inch diameter casing in place.

The grout seal will be placed between the 12-inch casing and the 16-inch casing under pressure using a grout pump, starting from the bottom of the annular opening and moving upward in one continuous operation, until the annular opening is filled to the depth of the future pitless adapter. The grout mixture will be in general accordance with the 10-State Standards for Water Works.

Additionally, production well PW-5 had a foreign metal cylindrical object beginning at 32.3 feet below grade that extends to the base of the well. The down-hole camera could not be advanced below 35.30 feet below grade, presumably due to an obstruction in the well. Removal of the obstruction(s) in PW-5 will be attempted by the licensed well driller at the time of well repair activities.

Task 4: Chlorination/Step Test/Background Data Collection – To Be Completed

The existing wells will be chlorinated to address any potential cross-contamination from recent repair work, test pump installation, or prolonged inactivity and limited monitoring of the wellheads since installation. Chlorination will consist of introducing sodium hypochlorite to a concentration of at least 20 parts per million in the well, recirculating the water in the well, leaving the chlorine mixture in the well overnight, and then pumping the water to the ground surface in a controlled manner to prevent chlorine-laden water from entering any surface water features.

HVV will install datalogging pressure transducers in the on-site wells at least one week prior to the start of the aquifer pumping test. On the date that HVV personnel are on-site to install transducers, a step drawdown test will be performed on the test/production well immediately prior to the background data collection period. The step drawdown test will be performed to determine the optimal initial pumping rate for the test/production well during the subsequent aquifer pumping test and to provide current specific capacity data for comparison with available historical pumping test data.

Visual observations of the well screen at PW-4 and PW-5 during the downhole video survey indicate the presence of biofouling likely from iron-consuming bacteria that is commonly naturally occurring in wells. Initial visual observations suggest that each well may benefit from redevelopment, including hypochlorination and mechanical surging, to remove biofouling and restore any potential decline in pumping capacity. The results of the step drawdown tests will provide additional information to help determine whether well redevelopment is appropriate.

During the background monitoring period, pre-test water level measurements will be collected as required by NYSDOH to ensure static aquifer conditions before test initiation and to determine if data adjustment is required during the subsequent evaluation to account for outside pumping influences or existing water level trends.

The chlorination, step drawdown test and background monitoring on the second well will occur after completion of the recovery monitoring period from the first aquifer pumping test. The water level must return to its static condition prior to initiating the second aquifer pumping test.

Task 5: Off-site Well Monitoring – To Be Completed

HVV will prepare a site access agreement letter and well information questionnaire to be provided to property owners solicited for well monitoring. The private wells solicited for monitoring will be based on a radius of 1,000 feet. If any nearby well owners provide permission to monitor their accessible wells during testing, HVV will collect water level measurements immediately prior to, during, and after the pumping test using datalogging In-Situ brand pressure transducers. If the well owners will not provide access for intrusive groundwater level monitoring equipment, such as a datalogging pressure transducer or electronic water level meter, the option may be given to monitor groundwater levels manually with a sonic water level meter only. Primary or backup measurements will be collected with a Global Water brand sonic meter during the pumping test. The sonic water level meter utilizes sound waves to collect water level information and does not require any instrumentation to be inserted in the well being monitored to measure the depth to water.

The transducers utilized for off-site monitoring are constructed of titanium and the cable that will be used to hang and secure the transducers will be stainless steel, both inert materials that will not affect the water quality in the well. There is a chance that the transducers could become entangled in the existing pumping equipment, in which case the well pump would need to be removed from the well to retrieve the transducers and access the data collected.

Water level measurements collected at the off-site wells will be correlated to the pumping period to identify any drawdown caused by pumping of the groundwater wells. Based on the data collected, an assessment will be completed in the hydrogeologic evaluation report of whether a significant potential impact on the off-site wells was identified.

Task 6: Perform Two Individual Aquifer Pumping Tests – To Be Completed

In accordance with an email from NYSDOH, dated October 23, 2025, if surface water is identified within 200 feet of the proposed pumping well, then a 72-hour aquifer pumping test will be completed. Otherwise, a 24-hour pumping test will be completed. Based on a preliminary desktop study, it appears no surface water bodies are located within 200 feet of either proposed test/production well. However, a survey will be completed to identify any potential surface waters located within 200 feet of either pumping well. The aquifer pumping tests will consist of individually pumping each proposed test/production well, so that the two wells are not required to be permitted, plumbed, and pumped together as a single source for the water district.

A test pump capable of at least 400 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, and means to monitor the pumping rate. The well pump contractor will provide a generator to power the pumps, and a meter, valve and sample tap to complete the pumping test and collect water quality samples.

Water level measurements will be collected during the pumping period and the subsequent recovery monitoring period for each pumping test using In-Situ brand transducers, Solinst brand manual electronic water level meters, and a Global Water brand sonic meter. Water levels in nearby surface water bodies will be monitored during the pre-test, pumping and recovery periods by manual staff gage readings. HVV will provide data recording and supervision throughout the pumping period of each aquifer pumping test. Water levels at the on-site wells will be monitored until recovery to the static water level has been achieved or for a minimum duration of 24 hours. All data will be collected in accordance with NYSDEC and NYSDOH guidelines.

Task 7: NYSDOH Part 5 Water Quality and GWUDI Analysis – To Be Completed

A groundwater sample will be collected from each pumping well at the conclusion of each aquifer pumping test in accordance with the New York State Sanitary Code Part 5 full-list requirements. The samples will be delivered on ice under formal chain of custody procedures to Phoenix Laboratories, a NYSDOH ELAP-accredited Laboratory of Manchester, Connecticut. Standard turnaround time for the complete laboratory analysis is approximately six weeks from the date of sample collection.

Due to the permanent casing set shallower than 50 feet below grade at each production well, a GWUDI analysis will be performed during each aquifer pumping test. The GWUDI analysis will consist of field-monitoring of temperature, pH, conductivity, and TDS of nearby surface water and the water pumped from the well during testing. The results of these measurements will be compared to determine if convergence of the measured parameters has occurred during the pumping tests, potentially indicating a connection to surface water. Micro Particulate Analysis (MPA) samples will also be collected from the well for laboratory analysis for particulate of micro-organisms or vegetation that could be indicative of direct influence from surface water.

Task 8: Aquifer Pumping Test Data Analysis – To Be Completed

After completion of both individual pumping tests, all data collected will be evaluated to determine the safe yield of the aquifer and each production well. This will be done using a combination of established methods for pumping test analysis. The use of the techniques described will enable the incorporation of site-specific information along with regional hydrogeologic information assimilated from the surrounding study area, in the prediction of the safe long-term potential groundwater withdrawal rates.

Task 9: Reporting – To Be Completed

After a complete evaluation of all the data collected, a final report will be prepared. The report will include a review of the methods used to analyze the aquifer pumping test; water quality data; plots of all drawdown and recovery data; hydrographs of any precipitation changes; water level contour maps and figures may be generated as part of the investigation. Additionally, the report will present conclusions and recommendations concerning optimum well yield, recommended pumping rate, and will provide analysis regarding the potential impacts to the environment or nearby off-site wells related to the proposed groundwater use.

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

Task 1: Compile DOH Work Plan – Completed

HVV Compile Work Plan	\$ 1,860
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Task 2: Down-Hole Video Inspections – Completed

HVV Video Surveys	\$ 1,750
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Task 3: Installation of Grout Seal and Removal of Foreign Objects at PW-5 – To Be Completed

HVV Services and Expenses	\$ 2,500
Pump Contractor	<u>\$17,020</u>
Task 3 Subtotal	\$19,520

Task 4: Chlorination/Step Test/Background Data Collection – To Be Completed

HVV Services – Initiate Background Data Collection (total)	\$ 1,065
Equipment (per well)	\$ 500
HVV Services – Step Test (per well)	\$ 850
Pump Contractor (per well)	<u>\$ 7,150</u>
Task 4 Subtotal	\$18,065

Task 5: Off-site Well Monitoring – To Be Completed

Prepare and Send Correspondence	\$ 1,080
Site Visit – Assumes one visit	\$ 550
Transducers (Assumes 6 wells for 2 weeks – per test)	<u>\$ 1,350</u>
Task 5 Subtotal	\$ 4,330

Task 6: Assumed 24-Hour Pumping Test – To Be Completed

HVV Services and Project Management (per pumping test)	\$ 5,800
Pump Contractor (per pumping test)	\$12,880
Expenses (Hotels, food, mileage, etc.) (per pumping test)	\$ 850
Equipment(per pumping test)	<u>\$ 900</u>

	Task 6 Subtotal	\$ 40,860
Task 7:	Water Quality – To Be Completed	
	Laboratory Fees:	
	NYS Part 5 Water Quality Analysis (per well)	\$ 2,650
	MPA Analysis(per well)	<u>\$ 850</u>
	Task 7 Subtotal	\$ 7,000
Task 8:	Data Analysis (per pumping test) – To Be Completed	
	HVV Services	<u>\$ 2,000</u>
	Task 8 Subtotal	\$ 4,000
Task 9:	Reporting – To Be Completed	
	HVV Services	<u>\$ 3,500</u>
	Task 9 Subtotal	<u>\$ 3,500</u>
	Task 1 and Task 2 Subtotal (Completed):	\$ 3,610
	Task 3 through 9 Subtotal (To Be Completed):	\$ 97,275
	TOTAL COST:	\$100,885

Assumptions:

1. Assumed 4 hours required to remove the foreign object from PW-5 and assumed 1 hour of development to ensure no debris in well after grout seal installation and removal of foreign object.
2. Assumes step drawdown test of the first well will be completed during the same mobilization as the initiation of background monitoring.
3. The aquifer pumping test is assumed to be 24 hours in duration. If surface water is identified within 200 feet of either pumping well, then a 72-hour pumping test is required, and revisions to the cost estimate will be required.
4. If the results of the step drawdown test indicate that the pumping capacity of either production well has declined significantly, then well redevelopment may be recommended. In which case, the scope of work will change, and a separate proposal will be provided for well redevelopment.
5. Drivable site access free of brush or trees, and no overhead wires to allow for access of drill rig, supplies and service truck.
6. Services for road building, snow clearing and brush clearing, if needed, will be provided by others.
7. If water level measurement instrumentation becomes entangled with downhole pump equipment at off-site wells, additional costs will be incurred to retain assistance from a licensed water pump contractor.

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

Proposal for Hydrogeologic Consulting Services

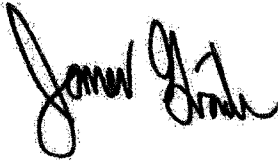
December 4, 2025

Page 8 of 8

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 described in Task 9, 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 written in a cursive, flowing style.

James Gironda, P.G.
Partner/ Senior Hydrogeologist

Agreement entered into as of the 13th day of December, 2024, among **220 COLD SPRING ROAD LLC** and **COLD SPRING ROAD REALTY LLC**, each being, a New York limited liability company having its principal place of business at 1 Gefen Drive, Lakewood, New Jersey 08701 (collectively "Prestige"), **CHAIM BROCHA CORP**, a New York corporation having its principal place of business at 51 Forest Road, Box 8, Monroe, New York 10950 ("Thompson Heights"), and **TOWN OF THOMPSON**, a New York municipal corporation having its principal place of business at 4052 Route 42, Monticello, New York 12701 (the "Town").

WITNESSETH

WHEREAS, Prestige is the owner or contract vendee of several parcels of land, located in the Town of Thompson, Sullivan County, New York that being parcels 29-1-15, 29-1-22.1, 29-1-34.1, 29-1-45, 29-1-25.1, and a portion of 29-1-24 (collectively the "Prestige Property"); and

WHEREAS, Chaim Brocha Corp. is the owner of a parcel of land located in the Town of Thompson, Sullivan County, New York, that being parcel 29-1-19.1 (the "Thompson Heights Property"); and

WHEREAS, Prestige has proposed a residential development on the Prestige Property with estimated water requirements of 66,000 gallons per day (the "Prestige Development"); and

WHEREAS, Thompson Heights has proposed a residential development on the Thompson Heights Property with estimated water requirements of 66,000 gallons per day (the "Thompson Heights Development"); and

WHEREAS, Prestige has requested that the Town extend the Cold Spring Water District as well as the Consolidated Harris Sewer District to include the Prestige Property. Thompson Heights is currently located in the Cold Spring Water District and the Consolidated Harris Sewer District, subject to its obligations to share in the improvements described herein; and

WHEREAS, the Town has agreed to move forward with the process for the extensions described above, as well as the improvements described herein to proceed subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. 220 COLD SPRING ROAD LLC and CHAIM BROCHA CORP. jointly agree to fund the Harris Consolidated Sewer District the cost of the initial work applicable to the Water System Upgrade Project, estimated at \$100,000.00, which funds are needed for preliminary design, well testing, and to better estimate the total cost of the Water System Upgrade Project; each party's respective share of the cost. The studies will examine and make recommendations to the Town respecting developer contributions for the required actual construction of all or portions of the recommended improvements and all costs associated with required upgrades to service both projects and the entirety of the Water District.

2. Once the preliminary design plans are completed on behalf of the Consolidated Harris Sewer District for the water system upgrades, all parties shall enter into a separate agreement for the actual work to be done and the required percentages of Developer contributions towards the upgrade project. No determination as to scope, costs and contributions shall be made until all parties have received and reviewed the preliminary design and project plans.
3. "Prestige" will be separately responsible for the cost to prepare a Map, Plan and Report for the purpose of annexing their parcels, which are not within the Consolidate Harris Sewer District and the Cold Spring Road Water Districts.
 - a. Prestige, with respect to the Prestige Property, agrees to take whatever steps may be necessary in order to complete the documentation and legal requirements required in order to extend the Town Water and Town Sewer districts to include the Prestige Property, and in order to reflect the extension of the districts on the Town tax maps and the Sullivan County records. In furtherance of the foregoing, Prestige agrees that, upon request from the Town, to do the following:
 4. Assist the Town in preparing, a map, plan and report, and other documents required by the applicable law to extend a district. The report shall specifically include, among other information and data, the projected sewage flow per day required to serve the houses to be constructed.
 5. Enter into separate agreements with the Town for payment for preparation of Map, Plan and reports for each district annexation.
 6. "Prestige and Thompson Heights" contributed funds totaling \$100,000 will be deemed by the Town to be 50% from each party for the purpose of refunds or each party's "credit" toward the total cost of the project. The Town will, however, respect a different allocation if unilaterally agreed to by both Prestige and Thompson Heights.
 7. If, for any reason, the project does not come to fruition, any funds remaining from the initial \$100,000 contribution will be refunded pro-rata per paragraph 6 above.
 8. In any case, all of the work product funded by the developer's contribution of \$100,000 shall be, without reservation, property of the Town of Thompson on behalf of the Cold Spring Road Water District and the Consolidated Harris Sewer District.
 9. If, for any reason, costs for the preliminary design plan exceed the \$100,000 contribution, the Town will notify the parties as soon as is practicable, to request additional funding.
 10. The parties agree to execute any and all such other and further instruments and documents, and to take any and all such further actions reasonably required to effectuate this Agreement and the intents and purposes hereof.
 11. All notices or other communications required or permitted hereunder shall be in writing and shall be by email or mailed by First Class, Registered or Certified Mail, Return Receipt Requested, postage prepaid, as follows:

To Prestige:

Mr. Bernie Weiser
220 Cold Spring Road LLC
1 Gefen Drive
Lakewood, New Jersey 08701
bw@regnj.com

Copy to: Jay L. Zeiger, Esq.
Kalter, Kaplan & Zeiger
6166 State Route 42 - P.O. Box 30
Woodbourne, New York 12788
845-434-4777
jayzeiger.kkzlf@gmail.com

To the Town: Town of Thompson
4052 Route 42
Monticello, New York 12701
Attn: William J. Rieber, Jr., Supervisor
supervisor@townofthompson.com

Copy to: Michael Mednick, Esq.
544 Broadway, Suite 4
Monticello, New York 12701
845-794-5200
michael@michaelmednick.com

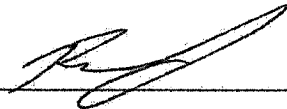
To Thompson Heights: Mr. Aron Weinberger
Chaim Brocha Corp.
51 Forest Road, Box 8
Monroe, New York 10950
awdevelopers@gmail.com

or, in each case, to such other address as shall have last been furnished by like notice. If mailing by Registered or Certified Mail is impossible due to an absence or delay of postal service, notice shall be in writing and personally delivered to the appropriate address set forth above. Each notice or communication shall be deemed to have been given as of the date so mailed or delivered, as the case may be.

12. This Agreement shall be construed and enforced in accordance with the internal laws of the State of New York, without giving effect to the principals of conflicts of law. All legal proceedings and other dispute resolution proceedings shall be conducted in the County of Sullivan. Jurisdiction and venue for legal proceedings shall be the state Supreme Court, Sullivan County.
13. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day, month and year first above written:

220 Cold Spring Road LLC & Cold Spring Realty LLC

By:  _____

Bernie Weiser, Managing Member

Date: Dec 11, 2024

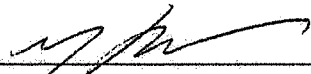
Chaim Brocha Corp

By:  _____

Aron Weinberger, Managing Member

Date: Dec. 10, 2024

Town of Thompson

By:  _____

William J. Rieber, Jr., Town Supervisor

Date: Dec. 13, 2024

#4

Deputy Clerk (Town of Thompson)

From: Scott Mace (Town of Thompson Supervisor)
<supervisor@thompsonny.gov>
Sent: Thursday, January 15, 2026 3:58 PM
To: Kelly Murren
Subject: FW: Request for Future Village Annexation prior to Lot Line Adjustment
Attachments: 25 Hay St - Building Concept Plan.pdf

Kelly, please include email and attachment in agenda packet

All the Best,
Scott Mace
Town of Thompson Supervisor
4052 State Route 42 N
Monticello, NY 12701
845-794-2500 x306
Email: supervisor@thompsonny.gov
Town of Thompson is an equal opportunity provider and employer



From: Patrick Sikorski
Sent: Friday, January 9, 2026 12:18 PM
To: Scott Mace (Town of Thompson Supervisor) <supervisor@thompsonny.gov>
Cc:
Subject: Re: Request for Future Village Annexation prior to Lot Line Adjustment

Attached is a **preliminary concept sketch prepared by Glenn Smith** that illustrates a potential layout for the site. The sketch shows **two proposed residential buildings—one on each side of the property—with a central parking area.**

As reflected in the **Boundary Line Adjustment prepared by Keystone Associates**, the Hay Street parcel will gain additional open space at the **rear of the property**, which helps ensure compliance with applicable zoning and building requirements. The concept sketch is intended solely to show **general building placement and site organization**; no final construction plans have been prepared at this time.

At a high level, the intent would be to construct **approximately four (4) units on one side of the property and six (6) units on the other**, subject to Planning Board review and all required approvals.

Please let me know if you or the Town Board have any questions, and which upcoming TB meeting this will be discussed at. I would be happy to attend if helpful.

Thanks!

On Wed, Jan 7, 2026 at 11:06 AM Scott Mace (Town of Thompson Supervisor) <supervisor@thompsonny.gov> wrote:

Good morning, I just spoke to him. I understood you needed a lot line change first before any discussion, so go to PB first

Now, it is cleared up that he recommends asking TB if amenable to idea first

Do you have plans for the layout and building that I can present? It can help

Sorry for the confusion

I will place on next agenda

All the Best,

Scott Mace

Town of Thompson Supervisor

4052 State Route 42 N

Monticello, NY 12701

845-794-2500 x306

Email: supervisor@thompsonny.gov

Town of Thompson is an equal opportunity provider and employer



From: Patrick Sikorski
Sent: Tuesday, January 6, 2026 1:37 PM
To: Scott Mace (Town of Thompson Supervisor) <supervisor@thompsonny.gov>
Cc:
Subject: Re: Request for Future Village Annexation prior to Lot Line Adjustment

Just to clarify, this was also the guidance I received from Jim regarding a preliminary Town Board discussion to surface any initial annexation concerns. If your conversation with him confirmed that this step isn't necessary, I'm happy to proceed directly to the Planning Board for the lot line adjustment.

Thanks again!

On Tue, Jan 6, 2026 at 1:00 PM Patrick Sikorski

wrote:

Good afternoon Scott,

Thank you for the clarification!

I understand that the lot line adjustment would typically go before the Planning Board, and we are prepared to proceed in that manner. Prior to submitting the materials, however, we were advised by several town officials to first present the overall concept to the Town Board on a preliminary basis to ensure there were no major objections to the annexation before completing and recording the lot line adjustment.

The intent was simply to get the project on the Town Board's radar and avoid moving forward with the lot line adjustment if the annexation might not be supported at first glance. That said, if this guidance was incorrect and there is no need for a preliminary Town Board presentation—or if there are no objections to the memo already submitted—we are happy to proceed directly to the Planning Board and complete the lot line adjustment.

We appreciate the guidance and are glad to follow whichever path the Town feels is most appropriate.

All the best,

Patrick Sikorski

On Tue, Jan 6, 2026 at 12:42 PM Scott Mace (Town of Thompson Supervisor) <supervisor@thompsonny.gov> wrote:

Good afternoon,

I am in receipt of the lot line change request.

After discussion with Jim, this needs to go the Planning Board before we can consider the annexation request

Today is the deadline for the next PB if you can get an application in quick.

All the Best,

Scott Mace

Town of Thompson Supervisor

[4052 State Route 42 N](#)

Monticello, NY 12701

845-794-2500 x306

Email: supervisor@thompsonny.gov

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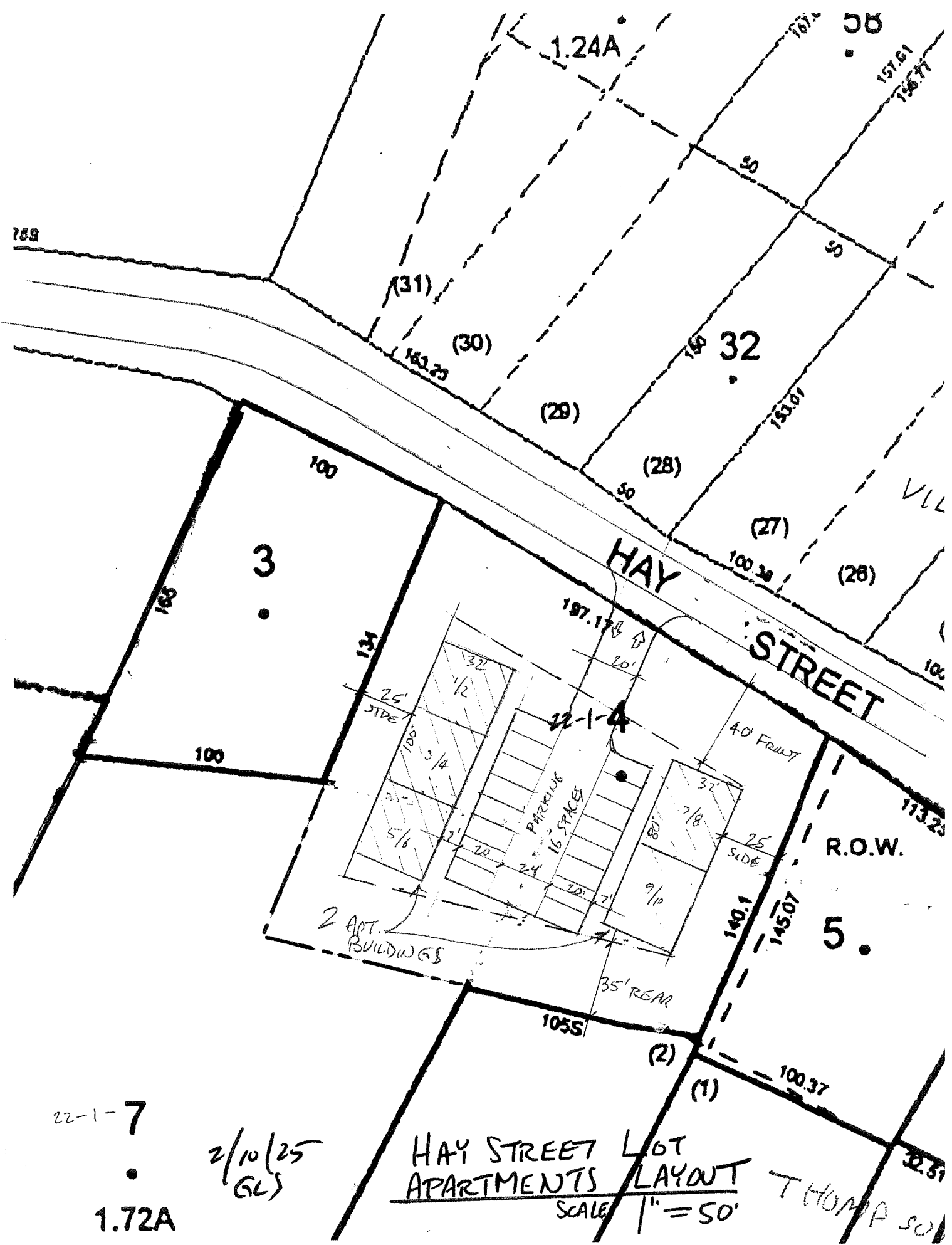


From: Patrick Sikorski
Sent: Monday, January 5, 2026 1:20 PM
To: supervisor@thompsonny.gov
Cc: marilee@thompsonny.gov; kev.sikorski01@gmail.com
Subject: Request for Future Village Annexation prior to Lot Line Adjustment

Please reference the attached.

Best,

Patrick Sikorski

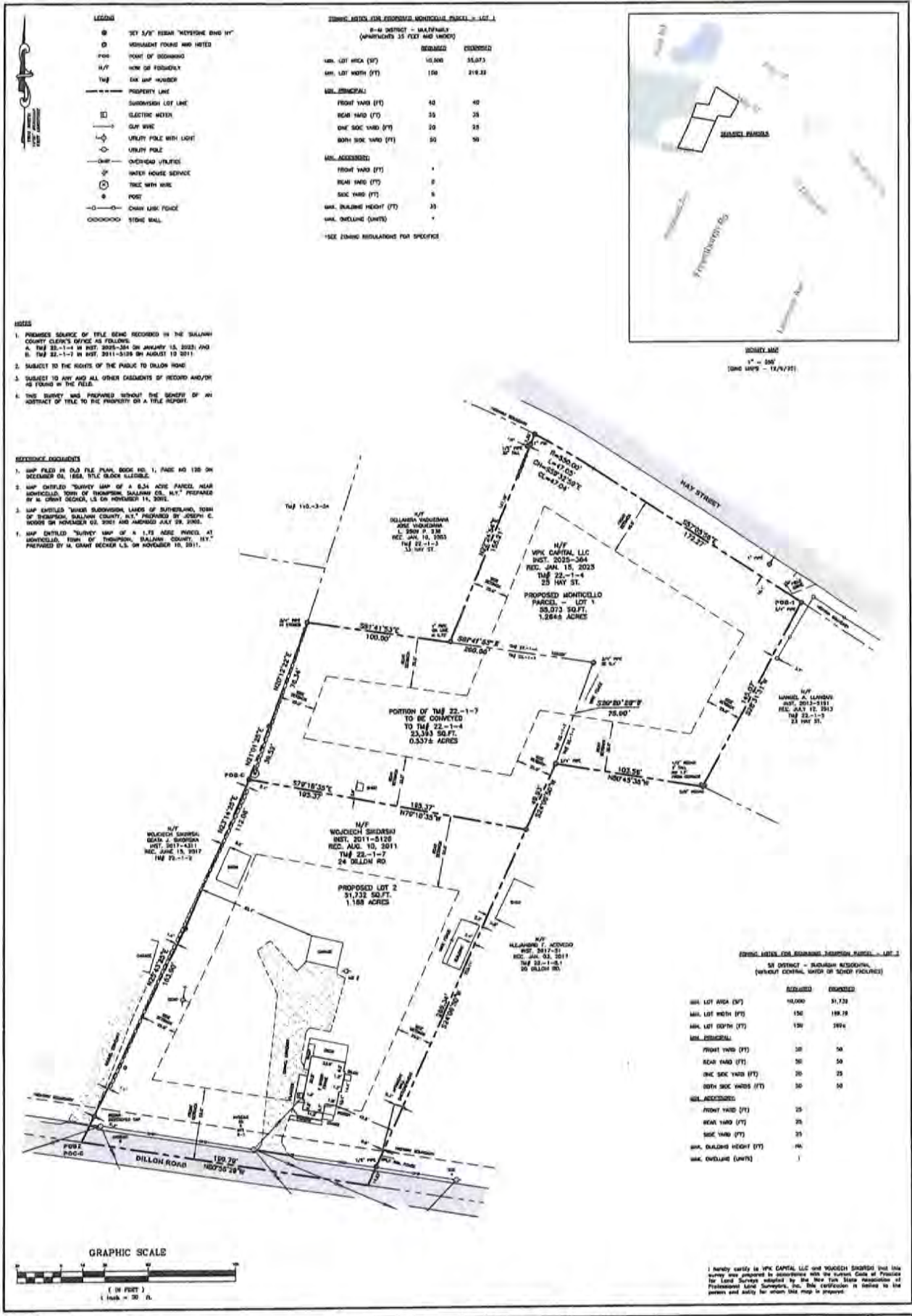


22-1-7
 •
 1.72A

2/10/25
 GLS

HAY STREET LOT
 APARTMENTS LAYOUT
 SCALE 1" = 50'

T. HOMPSON



- LEGEND**
- 5/8" IRON "NOVEMBER END" NAIL
 - IRONMENT FOUND AND NOTED
 - FRONT OF BOUNDARY
 - SIDE OF PROPERTY
 - BACK OF PROPERTY
 - PROPERTY LINE
 - SURVEYOR LOT LINE
 - ELECTRIC METER
 - GAS PIPE
 - UTILITY POLE WITH LIGHT
 - UTILITY POLE
 - OVERHEAD UTILITIES
 - WATER HOUSE SERVICE
 - TREE WITH MARK
 - POST
 - CHAIN LINK FENCE
 - STONE WALL

TYPICAL LOTS FOR PROPOSED MONTECILLO PARCEL - LOT 1

8-4 DISTRICT - UNCLASSIFIED (APPLICABLE 35 FEET AND UNDER)

	REQUIRED	EXISTING
MIN. LOT AREA (SQ)	10,000	35,073
MIN. LOT WIDTH (FT)	150	219.22
MIN. FRONTAL:		
FRONT YARD (FT)	40	40
REAR YARD (FT)	35	35
ONE SIDE YARD (FT)	30	35
BOTH SIDE YARD (FT)	30	30
MIN. ACCESSORY:		
FRONT YARD (FT)	0	0
REAR YARD (FT)	0	0
SIDE YARD (FT)	0	0
MIN. BUILDING HEIGHT (FT)	35	35
MIN. BUILDING LENGTH (LINES)	0	0

NOTE: EXISTING REGULATIONS FOR SPECIFIC



- NOTES**
1. PREMISES SOURCE OF TITLE BEING RECORDED IN THE SULLY COUNTY CLERK'S OFFICE AS FOLLOWS:
 A. THE 22-1-1 IN DIST. 2025-364 ON JANUARY 15, 2025 AND
 B. THE 22-1-1 IN DIST. 2011-5328 ON AUGUST 13, 2011.
 2. SUBJECT TO THE RIGHTS OF THE PUBLIC TO DILON ROAD.
 3. SUBJECT TO ANY AND ALL OTHER EASEMENTS OF RECORD AND/OR AS FOUND IN THE FIELD.
 4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE TO THE PROPERTY OR A TITLE REPORT.

- REFERENCE DOCUMENTS**
1. MAP FILED IN D.U. FILE PLAN BOOK NO. 1, PAGE NO 130 ON DECEMBER 03, 1888, TITLE BLOCK 5325B.
 2. MAP ENTITLED "SURVEY MAP OF A 0.24 ACRES PARCEL NEAR MONTECILLO, TOWN OF THOMPSON, BALDWIN CO., N.Y." PREPARED BY H. ORRANT DECHER, L.S. ON NOVEMBER 11, 2011.
 3. MAP ENTITLED "UNDER SUBDIVISION LINES OF BUTTERLAND, TOWN OF THOMPSON, BALDWIN COUNTY, N.Y." PREPARED BY JOSEPH C. WOODS ON NOVEMBER 03, 2001 AND AMENDED JULY 29, 2002.
 4. MAP ENTITLED "SURVEY MAP OF A 1.73 ACRES PARCEL AT MONTECILLO, TOWN OF THOMPSON, BALDWIN COUNTY, N.Y." PREPARED BY H. GRANT BECKER L.S. ON NOVEMBER 10, 2011.

BOUNDARY MAP
 1" = 500'
 (SEE MAPS - 12/9/21)

TYPICAL LOTS FOR PROPOSED MONTECILLO PARCEL - LOT 2

8-4 DISTRICT - UNCLASSIFIED (APPLICABLE 35 FEET AND UNDER)

	REQUIRED	EXISTING
MIN. LOT AREA (SQ)	10,000	31,732
MIN. LOT WIDTH (FT)	150	189.78
MIN. LOT DEPTH (FT)	150	269.4
MIN. FRONTAL:		
FRONT YARD (FT)	30	50
REAR YARD (FT)	30	30
ONE SIDE YARD (FT)	30	30
BOTH SIDE YARD (FT)	30	30
MIN. ACCESSORY:		
FRONT YARD (FT)	0	0
REAR YARD (FT)	0	0
SIDE YARD (FT)	0	0
MIN. BUILDING HEIGHT (FT)	35	35
MIN. BUILDING LENGTH (LINES)	0	0

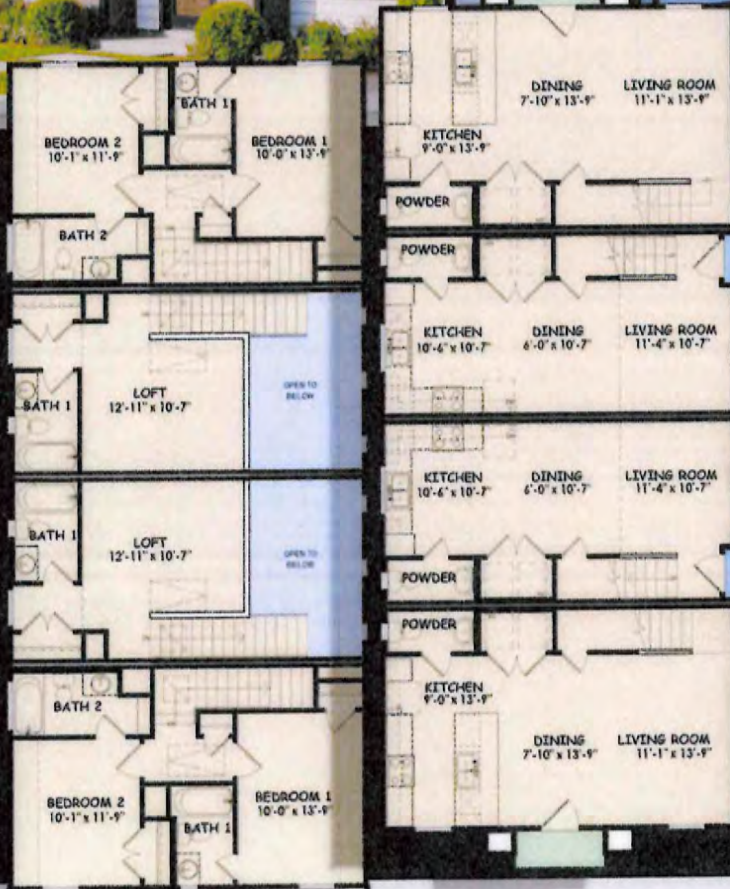


I hereby certify that VPK CAPITAL LLC and WOLGREN SHERASHI trust this survey was prepared in accordance with the Survey Code of Practice for Land Surveys prepared by the New York State Association of Professional Land Surveyors, Inc. This certification is limited to the person and date for which this map is prepared.

SHEET NO. BL-1 PROJECT NO. DATE DRAWN BY CHECKED BY TITLE BOUNDARY LINE ADJUSTMENT FOR VPK CAPITAL LLC 28 HAY STREET AND 24 DILLON ROAD	BOUNDARY LINE ADJUSTMENT FOR VPK CAPITAL LLC 28 HAY STREET AND 24 DILLON ROAD TOWN OF THOMPSON BALDWIN COUNTY NEW YORK STATE	I, the undersigned, being a duly qualified and licensed Professional Engineer and Surveyor, do hereby certify that this survey was prepared in accordance with the Survey Code of Practice for Land Surveys prepared by the New York State Association of Professional Land Surveyors, Inc. This certification is limited to the person and date for which this map is prepared.		KEYSTONE ASSOCIATES ARCHITECTS, ENGINEERS AND SURVEYORS, LLC 18 Exchange Street Binghamton, New York 13901 Phone: 607.721.1100 Fax: 607.721.2545 Email: info@keystone.com www.keystone.com
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NARROW MODERN FOURPLEX

674 & 971 Sq Ft UNITS | 4 UNITS TOTAL



Rounded S.F.
3,290



Units
4



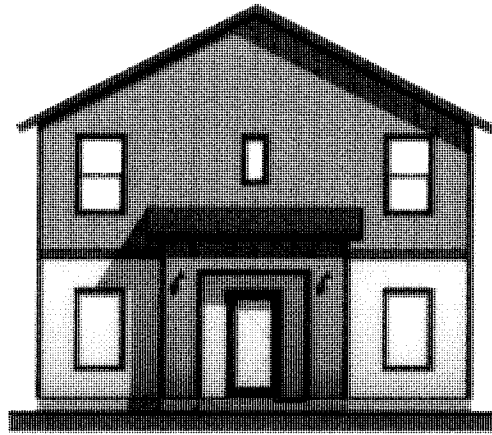
Width
28' 6"



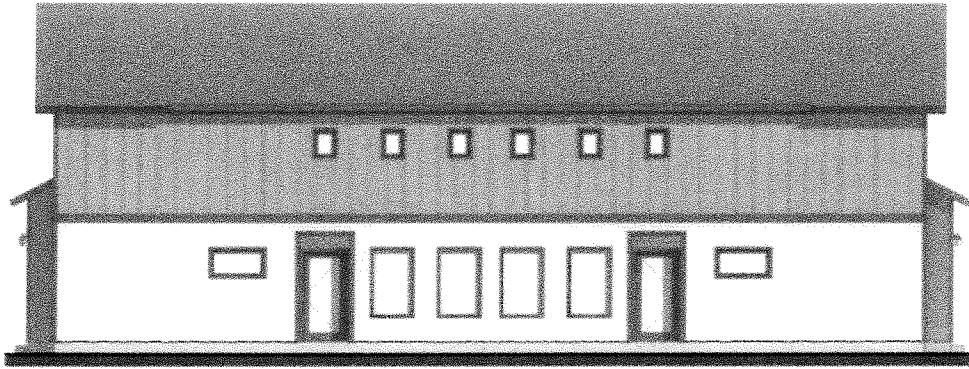
Depth
70' 2"



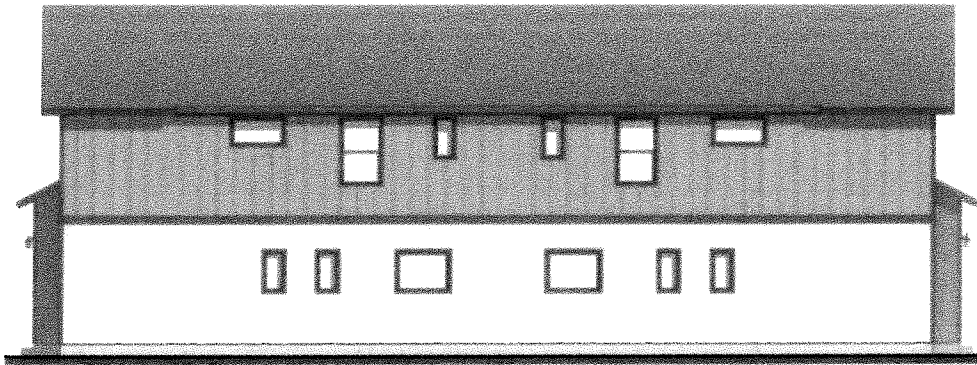




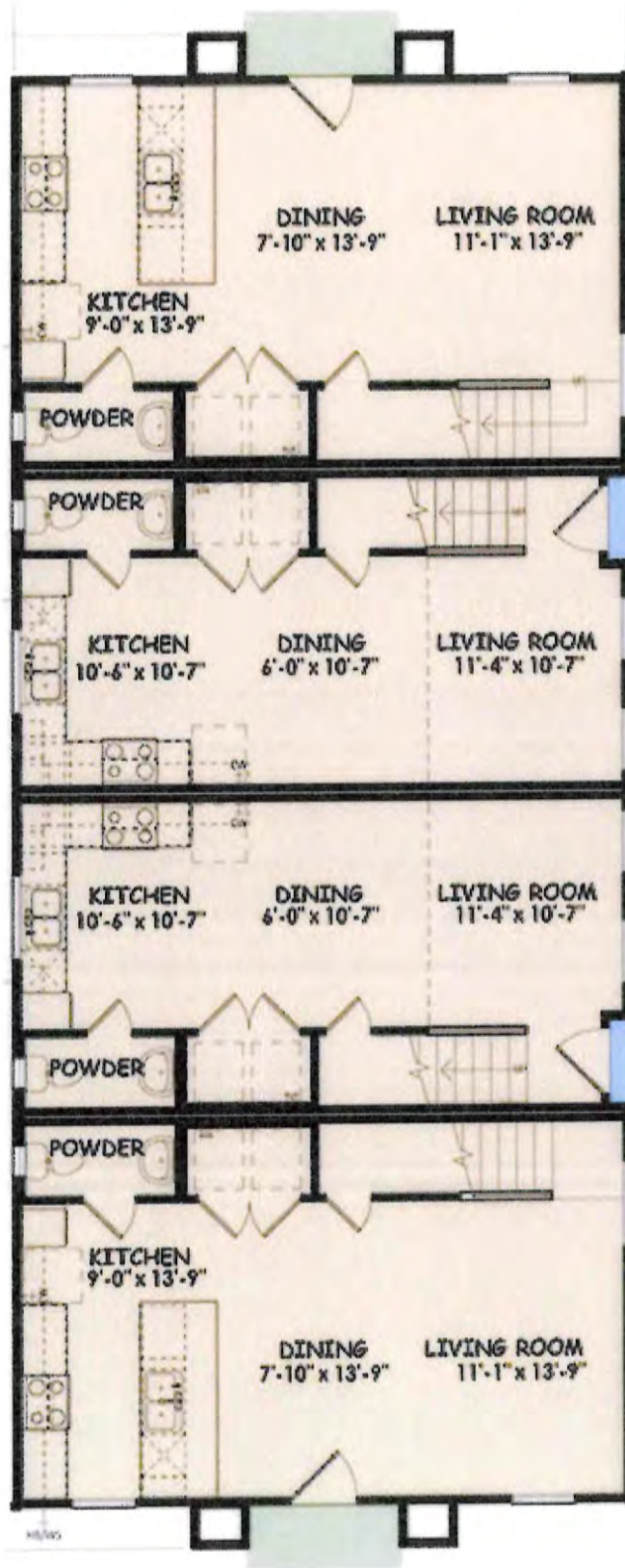
REAR ELEVATION

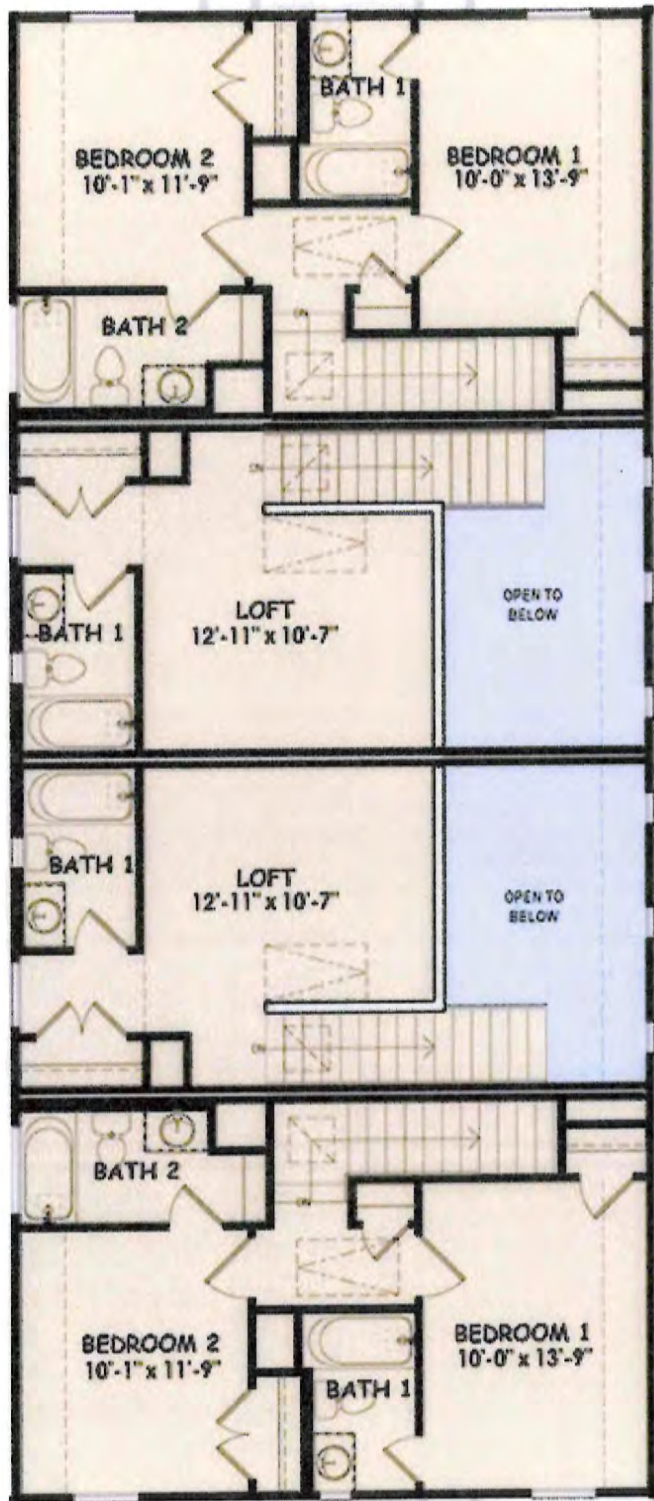


RIGHT ELEVATION



LEFT ELEVATION





Unit Mix

Unit A	971 Sq. Ft. 513 Sq. Ft. 1st Floor 458 Sq. Ft. 2nd Floor	2 Beds	2 Full Baths 1 Half Bath Possible scale down to 1 Full bath instead of 2 upstairs & increase closet space	28' w 18' d 25' h
Unit B	674 Sq. Ft. 418 Sq. Ft. 1st Floor 255 Sq. Ft. 2nd Floor	1 Beds	1 Full Bath 1 Half Bath	28' w 15' d 25' h
Unit C	674 Sq. Ft. 418 Sq. Ft. 1st Floor 255 Sq. Ft. 2nd Floor	1 Beds	1 Full Bath 1 Half Bath	28' w 15' d 25' h
Unit D	971 Sq. Ft. 513 Sq. Ft. 1st Floor 458 Sq. Ft. 2nd Floor	2 Beds	2 Full Baths 1 Half Bath Possible scale down to 1 Full bath instead of 2 upstairs & increase closet space	28' w 18' d 25' h

ZONING

280 Attachment 3

Village of Monticello

Schedule of Use, Area and Bulk Regulations¹
[Amended 9-4-2019 by L.L. No. 6-2019]

R-M District
(Multifamily)

Permitted Uses	One-family dwelling §§ 280-5 and 280-21 Two-family dwelling §§ 280-5 and 280-21					
Accessory Uses	Accessory buildings § 280-31 Activities related to principal permitted uses Recreational facilities					
Special Uses	Standards for special use permits § 280-12	Places of worship ²	Townhouses §§ 280-5 and 280-21	Apartments 35 feet and under ³	Apartments over 35 feet ³	Home occupations, bed-and-breakfasts, schools, colleges, libraries, museums, parks, playgrounds, golf courses
Lot Area (square feet)	7,500	40,000	2,000 square feet and not more than 8 dwellings per acre of the gross area of the lot	10,000	200,000	10,000
Width Lot (feet)	75	150	20	150	400	100
Front Yard (feet) § 280-20	30	40	30	40	50	30
One Side Yard (feet)	10	20	15 feet side for end dwellings only	20	The minimum distance between the principal buildings and any side or rear lot line shall be 1 1/2 times the height of the principal buildings. This setback shall not apply to accessory buildings and parking.	10
Both Sides Yards (feet)	25	50		50		30

MONTICELLO CODE

Rear Yard (feet)	25	35	30	35		30
Building Height (feet)	30	35	35	35	75	30
Lot Coverage	25%	20%	40%	20%	10%	20%

NOTES:

¹For nonconforming uses and lots, see Article VII.

²“Places of worship” shall include parish houses, seminaries, cemeteries, convents and dormitories.

³For amount of usable open space per dwelling, see the following table:

Bedrooms Per Dwelling (square feet)	Usable Open Space Per Dwelling (square feet)
1	450
2	600
3	750
4 or more	900

#5

Deputy Clerk (Town of Thompson)

From: Scott Mace (Town of Thompson Supervisor)
<supervisor@thompsonny.gov>
Sent: Thursday, January 15, 2026 3:59 PM
To: Kelly Murrin
Subject: FW: 190 Cold Spring Harris SD extension 3
Attachments: Harris MPR Ext 3_12-19-25.pdf

Email and attachment for agenda packet

All the Best,
Scott Mace
Town of Thompson Supervisor
4052 State Route 42 N
Monticello, NY 12701
845-794-2500 x306
Email: supervisor@thompsonny.gov
Town of Thompson is an equal opportunity provider and employer



From: Matthew Sickler <msickler@mhepc.com>
Sent: Friday, December 19, 2025 11:08 AM
To: supervisor@thompsonny.gov; mmessenger@thompsonny.gov; 'Michael B. Mednick ESQ'
<michael@michaelmednick.com>
Cc: joel@jkexpediting.com
Subject: 190 Cold Spring Harris SD extension 3

I've attached a draft MPR for the 190 Cold Spring extension of the Harris Sewer District. Please let me know if you have any comments or questions and we will finalize the document.
Thanks!
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 | www.mhepc.com





MAP, PLAN AND REPORT

FOR

**EXTENSION NO. 3
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.
111 Wheatfield Drive, Suite 1
Milford, PA 18337

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

JOB NO.: 95-55.1, 25-106
DATE: 19 December 2025

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
615-347-3100 | F: 615-347-3132 | mlhsny@mhepr.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2755 | F: 570-296-2767 | mlhapw@mhepa.com

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B. Benefit Area	1
C. Project Description	1
D. Existing and Proposed Improvements	2
E. Project Approvals	3
F. Project Costs	3
G. Annual Costs	3
H. Conclusion	4

ATTACHMENTS:

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 the parcel, located at 190 Cold Spring Road, have petitioned the Town of Thompson Town Board for the consideration of an extension to the Consolidated Harris Sewer District. The Town Board, therefore, authorized MHE Engineering D.P.C. at the October 21, 2025 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 parcel:

- Tax Map Parcel 29-1-21. Cold Springs Road borders the parcel on the east side, the Kozy Acres Bungalow Colony to the north and vacant parcels to the north and west sides. The parcel is approximately 3.16 acres in size. The proposed property classification is 210 single family residences. The property is owned by KA Annex, LLC.

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 parcel identified above is currently developed as a single-family home. The property owner has indicated that future plans may include a total of 7 homes each with 5 bedrooms. With a flow of 110 gpd/bedroom the additional future flows are estimated to be 3,850 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 3 has an estimated future build out flow of 3,850 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 from the adjacent property in the north direction on Cold Spring Road towards Waverly Avenue. The gravity main then continues north before discharging to the Village of Monticello's collection system where it is treated at the Village of Monticello WWTP.

The 8" diameter gravity sewer main has sufficient capacity to receive an additional 3,850 gpd from the project parcels without additional improvements to the collection system.

3. Onsite Collection System:

An onsite series of laterals will need to be installed to collect sewage flows from the proposed homes on site and connect to the existing gravity sewer main off of Cold Spring Road. The property owner will be responsible for obtaining 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 are provided in Attachment 4.

The primary use of the parcels included in the district extension is primarily classified as Property Use 210 – Homes with 5 or more bedrooms. The sewer rents for this property use are 20 Rent Points (O&M) and 20 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 classification of 210, the annual cost would be calculated per unit as follows:

O&M (Rent) 20 Points (\$31.26/Point) = \$625.20
Capital Debt 20 Points (\$2.90/Point) = \$58.00
Total Annual Cost = \$683.20 per unit

For the existing property use of 7 units, the annual cost would then be:
7 units (\$683.20 per unit) = \$4,782.40 per year.

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

F. **CONCLUSION**

The costs associated with Extension No. 3 of the existing Consolidated Harris Sewer District to service the benefit area are described above. The extension will not result in increased costs for existing district users. Costs associated with the connection of the subject property to the existing collection system will be the responsibility of the property owner.

Respectfully submitted,

MHE Engineering, D.P.C.



Matthew J. Sickler, P.E.
Associate

ATTACHMENT 1

CORRESPONDENCE

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).

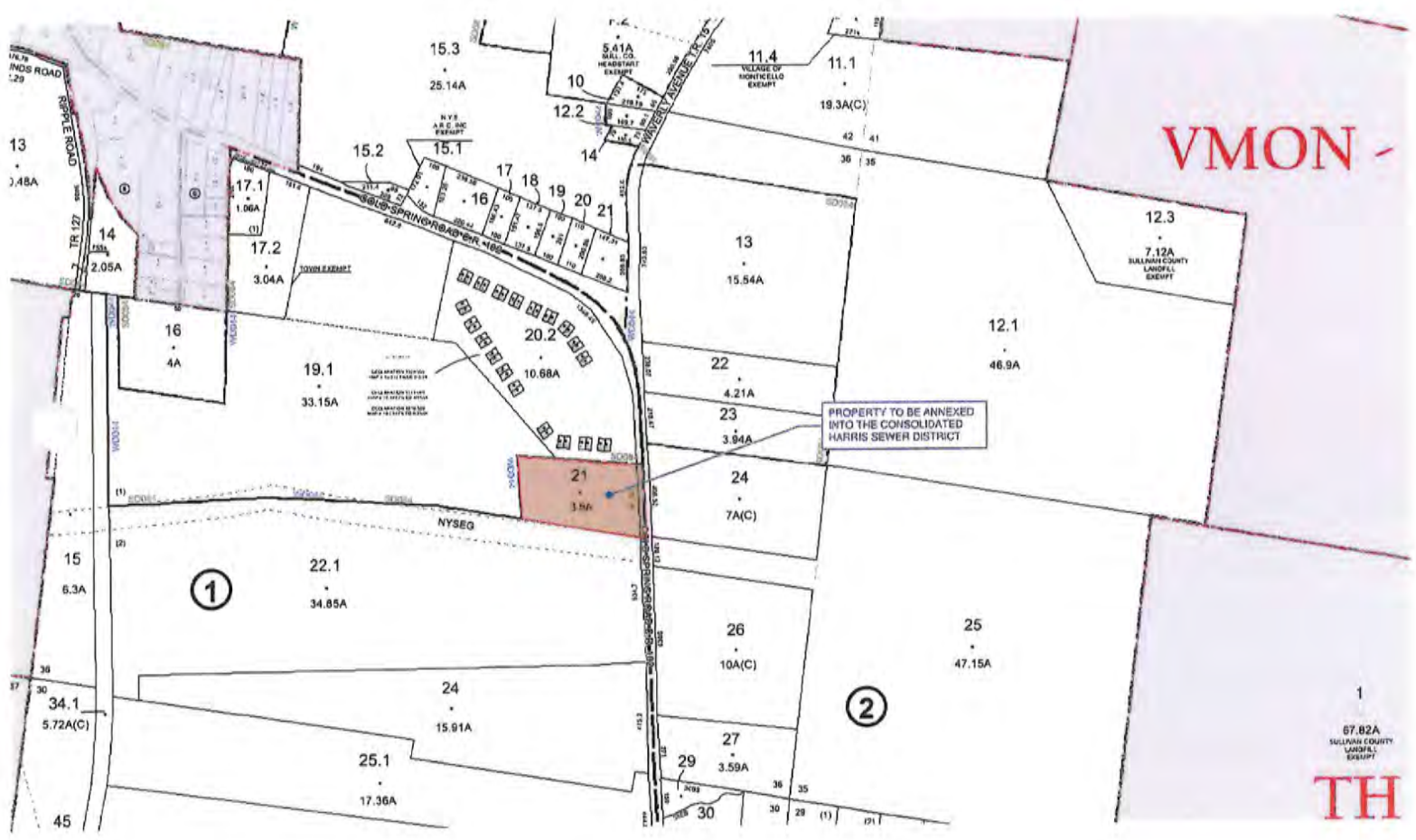
Attached is a tax map showing the parcel to be annexed into the Consolidated Harris Sewer District.

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

Truly yours,

Joel Kohn



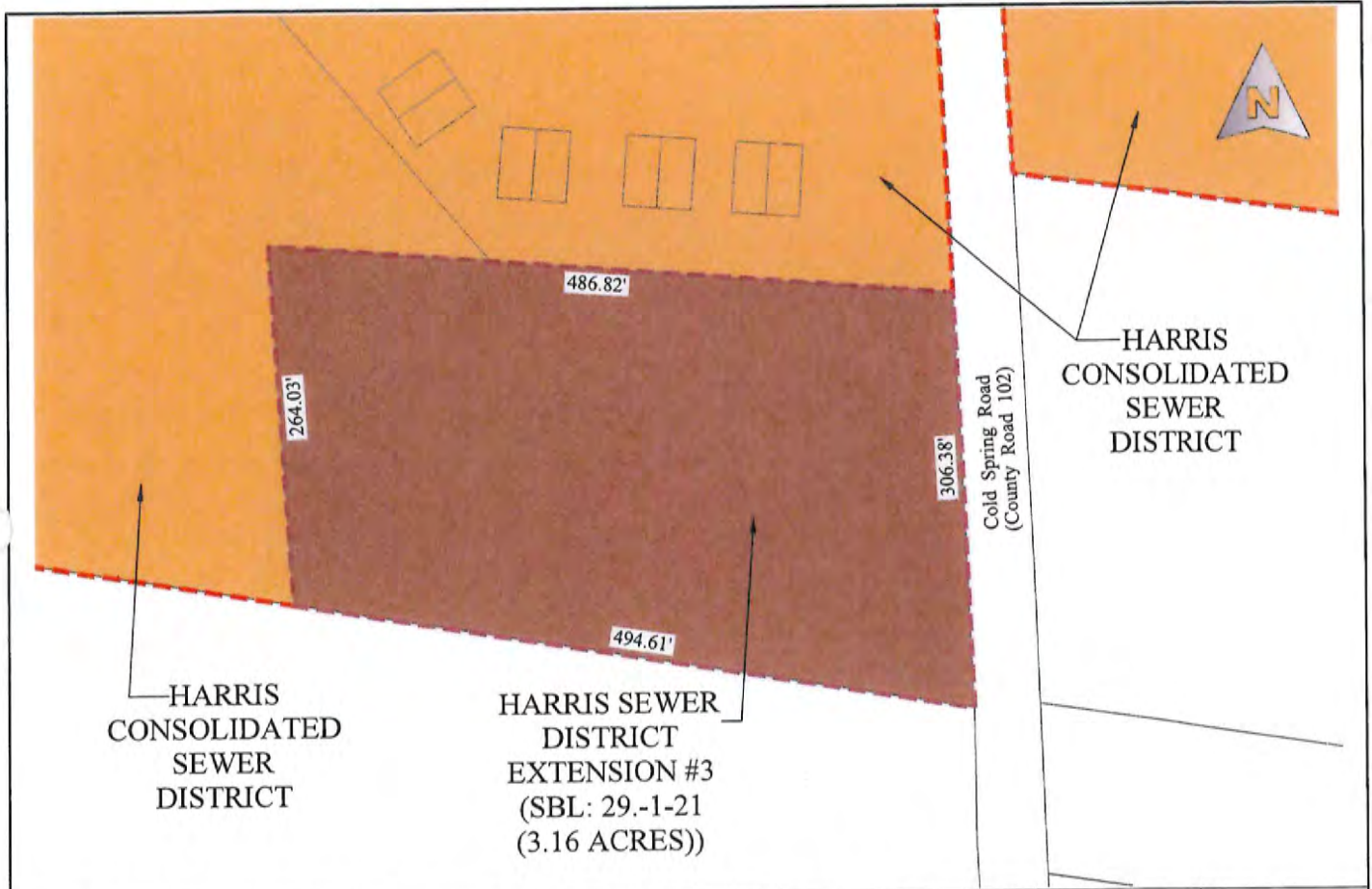
VMON -

1
67.82A
SULLY COUNTY
LANDFILL
EXEMPT
TH

ATTACHMENT 2

DISTRICT EXTENSION MAP

P:195-56 TOWN OF THOMPSON95-55.1 General Engineering125-106 109 cold sf n125-106 Harris Sewer district Extension #3 (Cold Spring MPR).dwg, SK-3, 12/11/2025



MHE
ENGINEERING

33 Airport Center Drive
Suite 202
New Windsor, NY 12553
(845) 567-3100

111 Wheatfield Drive
Suite 1
Millford, PA 18337
(610) 288-2705

HARRIS CONSOLIDATED SEWER DISTRICT
EXTENSION #3
SCALE: 1" = 100'

DRAWN BY: JJ
REVIEWED BY: MS
PROJECT # 95-55.1
PHASE # 25-106

SK-3
DATE: 11 Dec., 2025

ATTACHMENT 3

DESCRIPTION OF DISTRICT EXTENSION

3.16 Acre Parcel: Town of Thompson S-B-L Nos. 29-1-21

ALL that tract or parcel of land situate in the Town of Thompson, County of Sullivan and State of New York, intended to be the same premises as described in a deed from Henry R. Good to KA Annex LLC, dated August 6, 2019, recorded in the Sullivan County Clerk's Office December 11, 2019 as Instrument No. 2019-8821.

BEGINNING at a point at the southeast corner of the subject property and running thence from said point of beginning along property boundary following four courses and distances:

- (1) North 66 degrees 44 minutes 16 seconds West 494.61 feet,
- (2) North 10 degrees 15 minutes 00 seconds West 264.03 feet,
- (3) South 71 degrees 36 minutes 00 seconds East 486.82 feet,
- (4) South 10 degrees 15 minutes 00 seconds West 306.38 feet,

to the point of beginning.

As shown on a plan prepared by Packer associates, Inc. – Survey Map of Land prepared for KA Annex, LLC, dated August 24, 2020.

ATTACHMENT 4

**TOWN CODE CHAPTER 194 PART 2 SEWER RENTS
2020 SCHEDULE OF POINTS**

Part 2
Sewer Rents

ARTICLE VIII
Consolidated Harris Sewer District
[Amended 8-17-2021 by L.L. No. 8-2021]

§ 194-35. Imposition of rents.

Pursuant to the authority of Article 14-F of the General Municipal Law, known as the "Sewer Rent Law of the State of New York," and any and all amendments thereto, there are hereby established and imposed sewer rents as a means of producing revenue for the Consolidated Harris Sewer District in the Town of Thompson.

§ 194-36. Definitions and word usage.

- A. Definitions. As used in this article, the following terms shall have the meanings indicated:

CONSOLIDATED HARRIS SEWER DISTRICT — As previously constituted, has within its bounds all premises and buildings or structures and subject parcels currently existing in the formerly established Harris Sewer District, Dillon Farms Sewer District and Cold Spring Road Sewer District, and a number of other parcels of vacant or unimproved land.

SEWER DISTRICT — The Consolidated Harris Sewer District, Town of Thompson, as heretofore established by the Town Board of said Town.

SEWER RENT FUND — The fund established by the Supervisor upon authorization of the Town Board of the Town of Thompson, into which fund shall be deposited the sewer rents established, imposed and collected in accordance with the provisions of this article.

SEWER SYSTEM — Includes all collection and disposal systems constructed by and for the former Harris Sewer District, Dillon Farms Sewer District and Cold Spring Road Sewer District, consisting of, but not limited to, a gravity interceptor, two wastewater pumping stations and a force main interceptor sewer system, through and by which waste water from the Consolidated Harris Sewer District will flow to the Village of Monticello sewer system at Jefferson Street for treatment at the existing Village sewage treatment plant until completion and operation of a joint Town of Thompson-Village of Monticello wastewater regional treatment facility, when the wastewater from the Consolidated Harris Sewer District will be treated at the latter facility.

- B. Terms generally. The terms "sewer rents," "sewer system," "part," "sewage," "industrial waste" and "other wastes" shall be as defined in § 451 of the General Municipal Law.

§ 194-37. Disposition of sewer rent fund.

- A. Revenue derived from sewer rents, including penalties and interest, shall be credited to a special fund, to be known as the "Sewer Rent Fund." Moneys in such fund shall be used in the following order:
- (1) For the payment of the costs of operation, maintenance and repairs of the sewer system, or such part or parts thereof for which sewer rents have been established and imposed.
 - (2) For the payment of the interest on and amortization of, or payment of, indebtedness which has been or shall be incurred for the construction of the sewer system or such part or parts thereof for which sewer rents have been established and imposed (other than indebtedness, and the interest thereon, which is to be paid in the first instance from assessments upon benefited real property).
 - (3) For the construction of sewage treatment and disposal works with necessary appurtenances, including pumping stations, or for the extension, enlargement or replacement of, or additions to, such sewer systems, or part or parts thereof.
- B. Such revenues from sewer rents shall not be used to finance the cost of any extension of any part of a sewer system (other than any sewage treatment and disposal works with necessary appurtenances, including pumping stations) to serve unsewered areas if such part has been constructed wholly or partly at the expense of real property especially benefited or for the payment of the interest on and the amortization of, or payment of, indebtedness which is to be paid in the first instance from assessments upon benefited real property.

§ 194-38. Computation of sewer rentals.

The Town Board, prior to December 31 of each year, shall cause to be prepared a statement setting forth as sewer rentals the estimated amounts as required for the ensuing fiscal year for the purposes constituting the Sewer Rent Fund and which shall be used for the purposes and in the order provided in § 453 of the General Municipal Law. The same shall be based upon a formula using the master sewer readings for the district. The Town Board shall levy the amounts, as so adopted, against the real property liable at the same time and in the same manner as Town taxes, and such amounts shall be set forth in the annual tax rolls.

§ 194-39. Review and revision of costs and charges.

- A. The Town shall annually review the total cost of operation and maintenance of the treatment works and revise the charges in order to accomplish the following:
- (1) Generate sufficient revenue to pay the total operation and maintenance costs necessary to the proper operation and maintenance (including replacement) of the treatment works; and
 - (2) Apply excess revenues collected to the cost of operation and maintenance for the next year and adjust the rate accordingly.

- B. The annual bill shall give a breakdown of the rate and portion of the charges attributable to wastewater treatment services.
- C. The user charge system shall take precedence over any terms or conditions of agreements or contracts between the Town and users (including industrial users, special districts, other municipalities or federal agencies or installations) which are inconsistent with the requirements of Section 204(b)(1)(A) of the Act and these regulations.

§ 194-40. Rents to constitute lien.

Sewer rents shall constitute a lien upon the real property served by the sewer system or such part or parts thereof for which sewer rents are hereby established and imposed. The lien shall be prior and superior to every other lien or claim, except for the lien of an existing tax assessment or other lawful charge imposed by or for the State of New York or political subdivision or district thereof.

§ 194-41. Cooperation of owners of real property.

The Sewer and Water Superintendent may require every owner and/or occupant of real property within the Sewer District to furnish him with such information as may be necessary and reasonable in order to carry out the provisions of this article. It shall be permissible for the Sewer and Water Superintendent or other properly authorized person employed by the Sewer District to enter upon real property at reasonable times for the purpose of obtaining such information as may be necessary to carry out the provisions of this article.

§ 194-42. Collection authority.

The Town Board of the Town of Thompson shall have the authority to collect sewer rents as provided in Subdivisions 3 and 4 of § 452 of the General Municipal Law.

ARTICLE IX

Consolidated Kiamesha Sewer District and Consolidated Rock Hill/Emerald Green Sewer District**[Added 12-15-1981 by L.L. No. 9-1981; amended 8-17-2021 by L.L. No. 8-2021]****§ 194-43. Imposition of rents.**

Pursuant to the authority of Article 14-F of the General Municipal Law of the State of New York, titled "Sewer Rent Law," and any and all amendments thereto, there are hereby established and imposed sewer rents as a means of producing revenue for the Consolidated Kiamesha Sewer District and the Consolidated Rock Hill/Emerald Green Sewer District in the Town of Thompson and any sewer district created after the enactment of this article by said Town of Thompson in accordance with the statutes in such case made and provided.

§ 194-44. Definitions; interpretations.

A. Definitions. As used in this article, the following terms shall have the meanings indicated:

CONSOLIDATED KIAMESHA SEWER DISTRICT — As heretofore been established by the Town Board of the Town of Thompson which consists of all parcels previously existing in the Anawana Lake Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Estates Sewer District, as all combined and incorporated into the Consolidated Kiamesha Sewer District.

CONSOLIDATED ROCK HILL/EMERALD GREEN SEWER DISTRICT — As heretofore been established by the Town Board of the Town of Thompson by the Town Board of the Town of Thompson and which consists of all parcels previously existing in the Emerald Green Lake Louise Marie Sewer District and the Rock Hill Sewer District, as all combined and incorporated into the Consolidated Rock Hill/Emerald Green Sewer District.

PART — As used in relation to the term "sewer system," all lateral sewers or all branch sewers or all interceptor sewers or all trunk sewers and any sewage treatment and disposal works and private on-site wastewater disposal systems, each part with necessary appurtenances, including sewage pumping stations.

SEWER DISTRICT — Consolidated Kiamesha Sewer District and Consolidated Rock Hill/Emerald Green Sewer District of the Town of Thompson, as heretofore established by the Town Board of the Town of Thompson, or any sewer district created hereafter by said Town Board of the Town of Thompson in accordance with the statutes applicable thereto.

SEWER RENT FUND — The fund established by the Supervisor upon authorization of the Town Board of the Town of Thompson, into which fund shall be deposited the sewer rents established, imposed and collected in accordance with the provisions of this article.

SEWER SYSTEM — All sewer pipes and other appurtenances which are used or

useful in whole or in part in connection with the collection, treatment or disposal of sewage, industrial waste and other wastes and which are owned, operated or maintained by the Town of Thompson acting for and on behalf of its sewer districts as defined herein, including sewage pumping stations and sewage treatment and disposal works and private on-site wastewater disposal systems, if any.

- B. In the event of any conflict between the definitions contained herein and the definitions contained in § 451 of the General Municipal Law with respect to the imposition of sewer rents, the definitions provided for in said § 451 of the General Municipal Law shall control.

§ 194-45. Sewer rents.

The Town Board of the Town of Thompson shall, from time to time as hereinafter provided, adopt by resolution a scale of annual charges which shall establish and impose in the various sewer districts of the Town the charges for the use of the sewer system or any part or parts thereof. Such charges to be established and imposed by the Town shall be based on either:

- A. The consumption of water on the premises connected with and served by the sewer system or such part or parts thereof;
- B. The number and kind of plumbing fixtures on the premises connected with and served by the sewer system or such part or parts thereof;
- C. The number of persons served on the premises connected with and served by the sewer system or such part or parts thereof;
- D. The volume and character of sewage, industrial waste and other waste discharged into the sewer system or such part or parts thereof; or
- E. Upon any other equitable basis determined by the Town Board, including but not limited to any combination of the foregoing.

§ 194-46. Schedule of points.

- A. The Town Board of the Town of Thompson hereby determined that the schedule of rates for capital improvements and operation and maintenance expenses for properties included in each of the Sewer Districts and extension thereof of the Town of Thompson be computed as follows:

2020 Schedule of Points

This schedule refers to domestic, or sanitary, sewage.

Multiuse properties will be assigned points summed for each use.

Property Class	Property Use	* = per unit	Rent Points	Debt Points
210	Single-family dwellings	1 to 4 bedrooms	10	10
		5 or more bedrooms	20	20

2020 Schedule of Points

This schedule refers to domestic, or sanitary, sewage.

Multiuse properties will be assigned points summed for each use.

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

2020 Schedule of Points

This schedule refers to domestic, or sanitary, sewage.

Multiuse properties will be assigned points summed for each use.

Property Class	Property Use	* = per unit	Rent Points	Debt Points
451, 452, 453, 454	Large retail, plus 6 points/1,000 square feet limited facilities 4 points/1,000 square feet		50	50
455, 471, 472	Sales (non-auto), funeral home, kennel		30	30
460, 461, 462, 463	Banks		60	60
464, 465	Office and professional building		100	100
480, 482, 483	Multiuse commercial, row type, converted residence		15	15
484, 485, 486	Small commercial, mini-marts		30	30
512, 534, 541, 542	Movie theatre, social halls, bowling alleys, ice rinks		90	90
543, 544, 545, 546, 553, 554	Recreational and sport facilities		120	120
550, 552, 682	Recreational acreage without facilities, per acre (ex: golf courses, parks, etc.)		0	5
554	Outdoor pools, no facilities		20	20
612, 613, 614, 615	Schools, colleges, special institutions (day use) plus 5 point/1,000 square feet		20	20
611, 620, 632, 681	Library, cultural, religious, benevolent		20	20
641	Hospitals plus 20 points/1,000 square feet		50	50
614, 633	(Residential) nursing home, group home, special institutions, assisted living, plus 25 points/1,000 square feet		50	50
642	Small health care office, plus 8 points/1,000 square feet		20	20

2020 Schedule of Points

This schedule refers to domestic, or sanitary, sewage.

Multiuse properties will be assigned points summed for each use.

Property Class	Property Use	* = per unit	Rent Points	Debt Points
652	Government office		100	100
710, 712, 714	Manufacturing and processing		50	50
720, 721	Mining		10	10
822, 823 853	Water supply, water treatment, wastewater treatment		According to volume of sewage sent to Town	
300	Vacant, subdivided lots	Each buildable residential lot	0	3
		Each commercial lot	0	4
		Each waterfront lot	0	4
		Acreage per acre	0	5
		Special classification: Parcels or units included in the district which can not be feasibly served at this time, the property line being more than 200 feet from the sewer line or other circumstances making connection Infeasible.	0	0.01

Outside users shall be assigned points on the same basis and using the same formula used for all parcels within the district, with an additional 10% administration fee.

If a user is a municipal government, the Town and such municipal government may by contract agree on the charge to be imposed for use of the sewer system, which such contract may include the successor to such municipal government.

The Town Board will make decisions on questions of classifications of properties.

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

§ 194-47. Computation of sewer rentals.

The Town Board shall, prior to December 31 of each year, cause to be prepared a statement setting forth as sewer rentals the estimated amounts for the ensuing year in accordance with the provisions of General Municipal Law Article 14-F, § 194-38 of this Part 2 and Subsections A, B and C of this section, the same to be based on existing available data. The estimated annual charge for the ensuing year shall be based upon operating data from the previous year, unless another formula for the computation of said rate is provided for in Subsections A, B and C hereof. The estimated annual charge for a given year shall adjusted to an actual charge by the Town Board during the following

year when the actual operating data is available for that year. Unless otherwise provided for herein, the payment of the amount set forth in the annual statement for each year shall be made within 30 days of the date of the mailing of the statements to the property owner without discount or penalty. A penalty of 5% of the amount of the sewer rent statement shall be added thereto after the thirty-day period, if unpaid, and 1/2 of 1% for each additional month that the sewer rent remains unpaid.

- A. Computation of sewer rents in the Consolidated Kiamesha Sewer District and the Sackett Lake Sewer District. The Town Board, prior to December 31 of each year, shall cause to be prepared a statement setting forth as sewer rentals the estimated amounts as required for the ensuing fiscal year for the purposes constituting the Sewer Rent Fund and which shall be used for the purpose and in the order provided in § 453 of the General Municipal Law, Article 14-F, the same to be based on existing available data. The Town Board shall levy the amounts as so adopted against the real property liable at the same time and in the same manner as Town taxes, and such amounts shall be set forth in the annual tax rolls.
- B. Computation of sewer rents in the melody lake sewer district. The Town Board, prior to December 31 of each year, shall cause to be prepared a statement setting forth as sewer rentals the estimated amounts as required for the ensuing fiscal year for the purposes constituting the Sewer Rent Fund and which shall be used for the purposes and in the order provided in § 453 of the General Municipal Law. The same shall be based upon a formula of a rate of house and lot. The Town Board shall levy the amounts as so adopted against the real property liable at the same time and in the same manner as Town taxes, and such amounts shall be set forth in the annual tax rolls.
- C. Computation of sewer rents in the Consolidated Rock Hill/Emerald Green Sewer District. The Town Board, prior to December 31 of each year, shall cause to be prepared a statement setting forth as sewer rentals the estimated amounts as required for the ensuing fiscal year for the purposes constituting the Sewer Rent Fund and which shall be used for the purposes and in the order provided in § 453 of the General Municipal Law, Article 14-F, the same to be based on existing data. The Town Board shall levy the amounts as so adopted against the real property liable at the same time and in the same manner as Town taxes, and such amounts shall be set forth in the annual tax rolls.
 - (1) Included costs; cost allocation. The sewer rents for the Consolidated Rock Hill/Emerald Green Sewer District shall be based on the capital cost of the Emerald Green-Lake Louise Marie sewer plant, excluding the Emerald Green-Lake Louise Marie Sewer District collection system and the capital costs of the former Rock Hill Sewer District, if any; and on the operation and maintenance cost allocated to the former Emerald Green-Lake Louise Marie Sewer District sewer plant, excluding the former Emerald Green-Lake Louise Marie Sewer District collection system and the operation and maintenance cost of the former Rock Hill Sewer District. The allocation of such capital cost and operation and maintenance charges shall be based on a reasonable determination of the Town Board.

- (2) Minimum charges. The Consolidated Rock Hill/Emerald Green Sewer District residential properties, and commercial properties having a building square foot area of less than 2,500 square feet, shall pay a minimum charge for 90,000 gallons annually. All other commercial properties shall have a minimum charge for 180,000 gallons annually. The Sewer and Water Superintendent may require the installation of a meter where the Sewer and Water Superintendent believes that the usage of a particular unmetered property exceeds such annual minimum for such property for a test to determine actual usage, and thereafter shall require the installation of such meter on a permanent basis, if after such test usage exceeds or is reasonably expected to exceed such minimum amount on a continuing basis.
- (3) Connections. Residential properties located with the Consolidated Rock Hill/Emerald Green Sewer District which are serviced by lawfully operating private sewer systems shall not be required to connect to the Consolidated Rock Hill/Emerald Green Sewer District system. All properties which require sewer service after the formation of the Consolidated Rock Hill/Emerald Green Sewer District and properties which are not required to connect to the Consolidated Rock Hill/Emerald Green Sewer District system that would require a building permit to restore an existing private sewer system to lawful operating condition shall be required to connect to the Consolidated Rock Hill/Emerald Green Sewer District system. All commercial properties shall be required to connect to the Consolidated Rock Hill/Emerald Green Sewer District system.
- (4) Meters. The property owner shall provide a water meter acceptable to the Consolidated Rock Hill/Emerald Green Sewer District for the purpose of measuring water usage for sewer district charges. The Town Board by resolution may determine the percentage of actual usage of water for applicable sewer district charges based on total water usage compared to treated usage. Meters installed for a test shall be a charge to the district.
- (5) Costs. The costs and flows of the Consolidated Rock Hill/Emerald Green Sewer District shall be determined by the flows for the most recent complete calendar year of service prior to imposition of such charge. If any agreement governs the application of a charge, such agreement shall apply.
- (6) All other applicable provisions of this chapter shall apply.

§ 194-48. Review and revision of costs and charges; effect on existing agreements.

- A. The Town shall annually review the total cost of operation and maintenance of the treatment works and revise the charges in order to accomplish the following:
 - (1) Generate sufficient revenue to pay the total operation and maintenance costs necessary to the proper operation and maintenance, including replacement, of the treatment works; and
 - (2) Apply excess revenues collected to the cost of operation and maintenance for

the next year and adjust the rate accordingly.

- B. The annual bill shall give a breakdown of the rate and portion of the charges attributable to wastewater treatment services.
- C. The system and scale of charges established by the Town Board hereunder shall take precedence over any agreements or contracts and the terms and conditions thereof now in existence between the Town and users (including industrial users, special districts, other municipalities or federal agencies or installations) which are inconsistent with the provisions of this article.

§ 194-49. Disposition of revenue.

- A. Revenue derived from sewer rents, including penalties and interest, shall be credited to a special fund, to be known as the "Sewer Rent Fund," for and in the name of each of the Town's sewer districts. Moneys in such fund shall be used in the following order:
 - (1) For the payment of the costs of operation, maintenance and repairs of the sewer system, or such part or parts thereof for which sewer rents have been established and imposed.
 - (2) For the payment of interest on and amortization of, or payment of, indebtedness which has been or shall be incurred for the construction of the sewer system or such part or parts thereof for which sewer rents have been established and imposed (other than indebtedness, and the interest thereon, which is to be paid in the first instance from assessments upon benefited real property).
 - (3) For the construction of sewer treatment and disposal works with necessary appurtenances, including pumping stations, or for the extension, enlargement or replacement of, or additions to, such sewer systems, or part or parts thereof.
- B. Such revenues from sewer rents shall not be used to finance the cost of any extension of any part of a sewer system (other than any sewage treatment and disposal works with necessary appurtenance, including pumping stations) to serve unsewered areas if such part has been constructed wholly or partly at the expense of real property especially benefited or for the payment of the interest on and the amortization of, or payment of, indebtedness which is to be paid in the first instance from assessments upon benefited real property.

§ 194-50. Rents to constitute a lien.

Sewer rents shall constitute a lien upon the real property served by the sewer system or such part or parts thereof for which sewer rents are hereby established and imposed. The lien shall be prior and superior to every other lien or claim, except the lien of an existing tax assessment or other lawful charge imposed by or for the State of New York or political subdivision or district thereof.

§ 194-51. Cooperation of owners of real property.

The Sewer and Water Superintendent may require every owner and/or occupant of real property within the Sewer District to furnish him with such information as may be necessary and reasonable in order to carry out the provisions of this article. It shall be permissible for the Sewer and Water Superintendent or other properly authorized person employed by the Sewer District to enter upon real property at reasonable times for the purpose of obtaining such information as may be necessary to carry out the provisions of this article.

§ 194-52. Collection authority.

The Town Board of the Town of Thompson shall have the authority to collect sewer rents as provided in Subdivisions 3 and 4 of § 452 of the General Municipal Law.

ATTACHMENT 5

LOCAL LAW NO. 4 OF 2024

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Proposed

Local Law No. 04 of 2024

A local law entitled "A local law to amend the Town of Thompson Code, Chapter 194, entitled 'Sewers'."

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

1. The Town Board of the Town of Thompson, pursuant to the provisions of Article 14-F of the General Municipal Law, entitled "Sewer Rent Law", and in particular Section 452 thereof, does hereby establish and impose sewer rents to be charged in the Consolidated Harris Sewer District, Consolidated Rock Hill/Emerald Green Sewer District, Consolidated Kiamesha Sewer District, Melody Lake Sewer District, Sackett Lake Sewer District, Cold Spring Sewer District, and Adelaar Resort Sewer District for the year 2025.
2. The rates to be charged pursuant to Chapter 194 of the Code of the Town of Thompson, Section 194-45, for the year 2025 are as follows:

<u>DISTRICT:</u>	<u>Operation & Maintenance</u>	<u>Capital</u>
Consolidated Kiamesha Sewer District:	\$49.35	\$10.06
Consolidated Harris Sewer District:	\$31.26	\$ 2.90
Consolidated Rock Hill/Emerald Green Sewer District	\$60.45	\$14.67
Melody Lake Sewer District	\$88.56	\$20.77
Sackett Lake Sewer District:	\$61.87	\$ 1.09
Adelaar Resort Sewer District:*	N/A	N/A

* Adelaar Resort Sewer District is billed to 6 users only per usage spreadsheet

3. Except as herein specifically amended, the remainder of Chapter 194 of such code shall remain in full force and effect.
4. If any clause, sentence, paragraph, subdivision, section or part thereof this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.
5. This local law shall take effect immediately.

(Complete the certification in the paragraph which applies to the filing of this local law and strike out the matter therein which is not applicable.)

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 2024 of the Town of Thompson was duly passed by the Town Board on _____, 2024 in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by Elective Chief Executive Officer*)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 20__, in accordance with the applicable provisions of law.

3. (Final adoption by referendum)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____. Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on _____ 20__, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum, and final adoption because no valid petition filed requesting referendum)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20__ in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, chairman of the county legislative body, the mayor of a city or village or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the City of _____ having been submitted to referendum pursuant to the provisions of Sections 36/37 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at a special/general election held on _____ 20__ became operative.

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the County of _____, State of New York, having been submitted to the electors at the General Election of November ____ 20__, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide the appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

~~_____
Clerk of the county legislative body, city, Town,
village clerk or officer designated by local legislative
body~~

Date: November _____, 2024

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality)

STATE OF NEW YORK
COUNTY OF SULLIVAN

I, the undersigned, do hereby certify that the foregoing local law contains the correct text and that all proper proceeding have been had or taken for the enactment of the local law annexed hereto.

Date: November _____, 2024

Attorney for Town of Thompson

#6

**ADVERTISEMENT FOR BIDS
TOWN OF THOMPSON
SULLIVAN, NEW YORK
HARRIS SEWER DISTRICT PUMP STATION AND FORCE MAIN REPLACEMENT PROJECT
PHASE 1**

General Notice

Town of Thompson (Owner) is requesting Bids for the construction of the following Project:

HARRIS SEWER DISTRICT PUMP STATION AND FORCE MAIN REPLACEMENT PROJECT – PHASE 1

Bids for the construction of the Project will be received at the **Town of Thompson Town Clerk** located at **4052 Route 42, Monticello, New York 12701** until **March 4, 2026** at 2:00 PM local time. At that time, the Bids received will be publicly opened and read.

The Project includes the following Work:

Replacement of the Harris Sewer District Pump Stations and Force Main

Bids are requested for the following Contract: **Harris Sewer District Pump Station and Force Main Replacement Project – Phase 1**

Separate Bids will be received for the following Contracts:

Contract GC-1 – General Construction

Contract EC-1 – Electrical Construction

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

**MHE Engineering, D.P.C.
111 Wheatfield Drive, Suite 1
Milford, PA 18337**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8:30 am and 5:00 pm** and may obtain copies of the Bidding Documents from the Issuing Office as described above and becoming available on **January 28, 2026**.

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office. Only those persons whose name and address are on record of having obtained the Contract Documents will be permitted to bid and issued the Addendums, if any.

Digital copies of the contract documents may be obtained online as a download by a secured electronic link for a non-refundable fee of fifty dollars (\$50.00) upon payment with a check made payable to MHE Engineering, D.P.C. by contacting the Issuing Office at (570) 296-2765 or by email at mhepa@mhepc.com.

Marilee Calhoun (Town of Thompson)

From: Melissa DeMarmels (Comptroller Town of Thompson) <comptroller@thompsonny.gov>
Sent: Wednesday, January 14, 2026 3:39 PM
To: 'Marilee (Town of Thompson)'; 'Kelly Murrin'
Subject: FW: [External Email]FW: Thompson - Harris; Prior to Bid Documents
Attachments: 1_Advertisement for Bids_C-111-2018-RD.docx

FYI

We have changed over to a .GOV domain for town emails and website, please update your address books accordingly

Best Regards,

Melissa DeMarmels

From: Matthew Sickler <msickler@mhepc.com>
Sent: Wednesday, January 14, 2026 3:24 PM
To: Melissa DeMarmels (Comptroller Town of Thompson) <comptroller@thompsonny.gov>; mmessenger@thompsonny.gov; Scott Mace <supervisor@thompsonny.gov>
Subject: RE: [External Email]FW: Thompson - Harris; Prior to Bid Documents

I've attached the advertisement for bid for the Harris sewer district phase 1 project. Can this be placed on next week's Board meeting for approval?

Please give me a call with any questions.

Thanks!

Matt



CONSULTING & ENGINEERING

111 Wheatfield Drive, Suite 1
Milford, PA 18337

Matthew Sickler P.E.

Associate

Office: (570) 296-2765

Fax: (570) 296-2767

msickler@mhepc.com | www.mhepc.com



From: Melissa DeMarmels (Comptroller Town of Thompson) <comptroller@thompsonny.gov>
Sent: Wednesday, January 7, 2026 2:59 PM
To: Matthew Sickler <msickler@mhepc.com>; mmessenger@thompsonny.gov; Scott Mace <supervisor@thompsonny.gov>
Subject: RE: [External Email]FW: Thompson - Harris; Prior to Bid Documents

bounced back because it wasn't ThompsonNY.gov

We have changed over to a .GOV domain for town emails and website, please update your address books accordingly

Best Regards,


Melissa DeMarmels

From: Matthew Sickler <msickler@mhepc.com>
Sent: Tuesday, January 6, 2026 12:10 PM
To: Scott Mace (supervisor@townofthompson.gov) <supervisor@townofthompson.gov>;
mmessenger@thompsonny.gov
Cc: Melissa DeMarmels (Comptroller Town of Thompson) <comptroller@thompsonny.gov>
Subject: FW: [External Email]FW: Thompson - Harris; Prior to Bid Documents

Good morning and happy new year!
Please see the email below from Colleen at USDA. We can go ahead and schedule the bidding of the Harris sewer district first phase project. I will put together a suggested schedule and send it around to you all later this week. Please give me a call if you have any questions on this one.
Thanks,
Matt



111 Wheatfield Drive, Suite 1
Millford, PA 18337

Matthew Sickler P.E.
Associate
Office: (570) 296-2765
Fax: (570) 296-2767
msickler@mhepc.com | www.mhepc.com
 

From: Caraher, Colleen - RD, NY <Colleen.Caraher@usda.gov>
Sent: Tuesday, January 6, 2026 8:28 AM
To: Matthew Sickler <msickler@mhepc.com>
Subject: Re: [External Email]FW: Thompson - Harris; Prior to Bid Documents


Hi Matt,

I did, hope you did as well.

Yes, we are good to put this out to bid as our attorney reviewed and approved the preliminary bond documents Uyen provided.

Thanks,

Colleen Caraher
Lead Specialist
Addietown & Schoharie County Area Offices

 U.S. DEPARTMENT OF AGRICULTURE
Rural Development

225 Dolson Ave #104, Middletown, NY 10940
108 Holiday Way, Schoharie, NY 12157
(845) 343-1872 x 2160

From: Matthew Sickler <msickler@mhepc.com>
Sent: Monday, January 5, 2026 11:37 AM
To: Caraher, Colleen - RD, NY <Colleen.Caraher@usda.gov>
Subject: FW: [External Email]FW: Thompson - Harris; Prior to Bid Documents

Hi Colleen,
I hope that you had a great Christmas holiday and Happy New Year!
I've attached the flood insurance certificate for the Harris pump station project. Can you please let me know if there are any other prior to bid documents that you need? We are hoping to get the project out to bid soon.
Thanks!
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 | www.mhepc.com



From: Caraher, Colleen - RD, NY <Colleen.Caraher@usda.gov>
Sent: Tuesday, December 2, 2025 9:32 AM
To: Matthew Sickler <msickler@mhepc.com>
Subject: Re: [External Email]FW: Thompson - Harris; Prior to Bid Documents

Hi Matt,
Sorry as soon as I sent that I realized this was for Harris which hasnt even gone to bid yet! I was getting the two projects mixed up.

Thanks,

Colleen Caraher
Lead Specialist
Middletown & Schoharie County Area Offices
 **U.S. DEPARTMENT OF AGRICULTURE**
Rural Development
225 Dolson Ave #104, Middletown, NY 10940
108 Holiday Way, Schoharie, NY 12157
(845) 343-1872 x 2160

From: Caraher, Colleen - RD, NY <Colleen.Caraher@usda.gov>
Sent: Tuesday, December 2, 2025 9:27 AM
To: Matthew Sickler <msickler@mhepc.com>
Subject: Re: [External Email]FW: Thompson - Harris; Prior to Bid Documents

Hi Matt,

I send this to our attorney. They will review and give us permission to close (can take up to 3 weeks depending on their backlog). I know you asked Uyen for the final bond docs but I will again follow up so he know exactly what we need.

Thanks,

Colleen Caraher

Lead Specialist

Middletown & Schoharie County Area Offices

 USDA

U.S. DEPARTMENT OF AGRICULTURE

Rural Development

225 Dolson Ave #104, Middletown, NY 10940

108 Holiday Way, Schoharie, NY 12157

(845) 343-1872 x 2160

From: Matthew Sickler <msickler@mhepc.com>
Sent: Tuesday, December 2, 2025 8:36 AM
To: Caraher, Colleen - RD, NY <Colleen.Caraher@usda.gov>
Subject: [External Email]FW: Thompson - Harris; Prior to Bid Documents

[External Email]

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Hi Colleen,

This is the updated Preliminary opinion for the Harris project. Do you have everything that you need to schedule the closing on the Melody lake Water system project?

Thanks!

Matt

 MHE

CONSULTING ENGINEERS

111 Wheatfield Drive, Suite 1
Milford, PA 18337

Matthew Sickler P.E.

Associate

Office: (570) 296-2765

Fax: (570) 296-2767

msickler@mhepc.com | www.mhepc.com



From: Uyen Poh <uyen.poh@nortonrosefulbright.com>
Sent: Monday, December 1, 2025 5:13 PM
To: Caraher, Colleen - RD, NY <Colleen.Caraher@usda.gov>; Matthew Sickler <msickler@mhepc.com>
Cc: supervisor@thompsonny.gov; Wildman, Kimberly - RD, NY <Kimberly.Wildman@usda.gov>; Lynne Bell <lbell@mhepc.com>; comptroller@thompsonny.gov
Subject: RE: Thompson - Harris; Prior to Bid Documents

Attached is the updated Preliminary opinion. The final opinion states that the bonds are exempt from federal and state income taxes (see clause (c) on page 2 of the final opinion).

From: Caraher, Colleen - RD, NY <Colleen.Caraher@usda.gov>

Sent: Tuesday, November 25, 2025 3:47 PM

To: Uyen Poh <uyen.poh@nortonrosefulbright.com>; Matthew Sickler <msickler@mhepc.com>
Cc: supervisor@thompsonny.gov; Wildman, Kimberly - RD, NY <Kimberly.Wildman@usda.gov>; Lynne Bell <lbell@mhepc.com>; Uyen Poh <uyen.poh@nortonrosefulbright.com>; comptroller@thompsonny.gov
Subject: Re: Thompson - Harris; Prior to Bid Documents

Hi Uyen,

Could you please update the preliminary opinion to mention Rural Utilities Service instead of Housing. Also, can you verify that the verbiage on the final opinion states the bonds are tax exempt from federal and state income taxes.

Thanks,

Colleen Caraher

Lead Specialist

Middletown & Schoharie County Area Offices

 USDA

U.S. DEPARTMENT OF AGRICULTURE

Rural Development

225 Dolson Ave #104, Middletown, NY 10940

108 Holiday Way, Schoharie, NY 12157

(845) 343-1872 x 2160

From: Matthew Sickler <msickler@mhepc.com>

Sent: Tuesday, September 23, 2025 9:57 AM

To: Caraher, Colleen - RD, NY <Colleen.Caraher@usda.gov>; Lynne Bell <lbell@mhepc.com>; comptroller@thompsonny.gov <comptroller@thompsonny.gov>

Cc: supervisor@thompsonny.gov <supervisor@thompsonny.gov>; Wildman, Kimberly - RD, NY <Kimberly.Wildman@usda.gov>; 'Uyen Poh' <uyen.poh@nortonrosefulbright.com>

Subject: RE: Thompson - Harris; Prior to Bid Documents

Good morning Colleen,

Please see the attached documents as requested.

1. I've attached a table containing the properties in the Consolidated Harris Sewer District which was prepared in 2021 at the time of District Consolidation. The District bills for sewer services on property tax bills. There were 317 properties billed at the time of District Consolidation. Parcel 29.-1-14 was added to the District in 2023 and parcel 7.-1-41 was added to the District in 2025, bring the total for the District to 319. The project does not add additional users.
2. I've printed a clean copy of the Sewer Rents chapter from eCode which includes all of the pages.
3. The Town Bond Counsel, Uyen Poh, has provided the attached updated documents. Uyen is copied on this email if you have any further questions regarding those documents.

Thanks for your assistance on this project and please let me know if there is anything else that you need from me.

Have a great day!

Matt



11 Wheatfield Drive, Suite 1
Milford, PA 18337

Matthew Sickler P.E.
Associate

Office: (570) 296-2765

Fax: (570) 296-2767

msickler@mhepc.com | www.mhepc.com



From: Caraher, Colleen - RD, NY <Colleen.Caraher@usda.gov>
Sent: Monday, September 15, 2025 10:22 AM
To: Lynne Bell <lbell@mhepc.com>; comptroller@thompsonny.gov
Cc: Matthew Sickler <msickler@mhepc.com>; supervisor@thompsonny.gov; Wildman, Kimberly - RD, NY <Kimberly.Wildman@usda.gov>
Subject: Thompson - Harris; Prior to Bid Documents

Hi Lynne,

Thanks for all these prior to bid documents. Can you please provide the following:

1. Certification of the number of current users if applicable and the number of users once the system is operational.
2. In the response link below, a page of attachment 9 "Local Law #4 of 2024" is blank. Its page 179 of the compiled document, and specifically page 4 of the sewer rents, please provide.
3. Bond Counsel documents need the following adjustments:
 - a. Preliminary Opinion needs to be on letterhead, signed and dated.
 - b. Draft Bond should state "... United States of America, acting through Rural Utilities Service, United States...."

Thanks,

Colleen Caraher

Lead Specialist

Middletown & Schoharie County Area Offices



U.S. DEPARTMENT OF AGRICULTURE

Rural Development

225 Dolson Ave #104, Middletown, NY 10940

108 Holiday Way, Schoharie, NY 12157

(845) 343-1872 x 2160

From: Lynne Bell <lbell@mhepc.com>
Sent: Friday, August 29, 2025 11:12 AM
To: Caraher, Colleen - RD, NY <Colleen.Caraher@usda.gov>
Cc: Matthew Sickler <msickler@mhepc.com>
Subject: [External Email]Thompson - Harris Sewer District

[External Email]

If this message comes from an **unexpected sender** or references a **vague/unexpected topic**;

Use caution before clicking links or opening attachments.

Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Good Morning,

Please see the link below to access a response letter from Matt Sickler regarding the Harris Sewer District in the Town of Thompson. Matt indicated that he would see you next Wednesday and would discuss this with you at that time.

<https://mhepc.egnyte.com/fl/kYWd4PjWmJhY>

Please let me know if you have any issues with the link.

Thank you,

Lynne



111 Wheatfield Drive, Suite 1

Milford, PA 18337

Lynne Bell

Administrative Assistant

Office: (570) 296-2765

E: (570) 296-2767

lbell@mhepc.com | www.mhepc.com



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To reply to our email administrator directly, send an email to nrfus.postmaster@nortonrosefulbright.com.

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#7



DELAWARE ENGINEERING, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Phone: 518.452.1290
Fax: 518.452.1335

January 13, 2026

Jill Weyer, Director of Community Development
Town of Thompson
4052 NY Route 42
Monticello, NY 12701

Re: Town of Thompson Lighting Districts Analysis
Sub: Proposal for Professional Engineering Services

Dear Jill:

Delaware Engineering D.P.C. (Delaware) is pleased to provide this proposal for professional engineering services for the Lighting District Analysis. This updated proposal reflects a modification in the scope of services and fee estimate provided to the Town on December 11, 2025.

In order to right-size the proposal to meet your needs and budget, we will be relying on Town staff to perform all data collection needed to perform our analysis. We have also reduced the number of consolidation options to be considered, eliminated tasks related to public engagement, and modified the deliverables. In doing so, we have reduced the estimated number of hours by more than half, while still providing the Town with actionable options to improve efficiency and equity.

CLIENT RESPONSIBILITIES:

A. INVENTORY & DATA COLLECTION

The Town of Thompson will be responsible for collecting and compiling all relevant information and data needed for the consultant to perform its analysis, including:

i. District Data

- Current lighting district boundaries (GIS files, tax maps, or paper maps); Year established and authorizing resolutions; Current assessment rolls and cost-allocation methods; District budgets, operating costs, debt, and revenues; Special assessments or ad valorem charges.

ii. Lighting Infrastructure

- Inventory of lighting assets in each district, including:
 - Number, type, and location of streetlights.
 - Ownership (utility-owned vs. municipality-owned).
 - Pole type and condition.
 - Lamp type (HPS, LED, etc.).
 - Maintenance responsibility.

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iii. Utility & Energy Information

- Utility tariffs, supply charges, and delivery charges.
- Streetlight metering structures (unmetered, estimated usage).
- Historical energy use and billing.

iv. Regulatory & Legal Framework Review

- Review NYS Town Law for district formation, consolidation, and dissolution.
- Review PSC (Public Service Commission) rules affecting streetlighting.
- Identify any state, county, or utility regulations that affect lighting districts.

CONSULTANT SCOPE OF SERVICES:

A. Spatial & financial analysis

The consultant will:

- Analyze GIS maps showing district boundaries, streetlight locations, and assessed parcels.
- Identify service gaps, overlaps, or inconsistencies between district and service areas.
- Analyze distances between lighting assets and benefiting parcels.
- Evaluate equity of benefit distribution across districts.
- Analyze current expenditures per district (energy costs, maintenance, debt service, administrative overhead, etc.)
- Assess cost allocation methods and compare costs across districts to identify imbalances or inefficiencies.
- Evaluate opportunities for shared services or procurement consolidation.
- Estimate long-term costs of maintaining existing lighting infrastructure.
- Evaluate the financial impact of fixture ownership transfer.

B. Analysis of Consolidation / Modification Alternatives

The consultant will develop and analyze feasible alternatives, including:

- Consolidating multiple lighting districts into a single Town-wide district
- Consolidation into multiple regional districts (e.g., hamlet-based)
- Consolidation with highway or other special districts, where legally permissible.
- Adjusting district boundaries to match actual service areas
- District dissolution (if cost-benefit justifies)

C. Draft & Final Recommendations

The consultant will provide draft recommendations in a technical memo format with clear, actionable recommendations for Town Board consideration and a draft timeline for implementation. All mapping, data sources, methodologies and assumptions will be included in an appendix.

Deliverables include:

- 2 printed and bound hardcopies of memo with appendices
- 1 digital PDF
- Editable GIS shapefiles

DELAWARE ENGINEERING, D.P.C.

Professional Services Fee:

Delaware Engineering will provide the Scope of Services as described in this proposal for a lump sum fee of **\$15,000**. Total compensation shall not exceed \$15,000 unless prior authorization is received from the Town. Invoices will be submitted to the Town not more frequently than on a monthly basis. Payment shall be made to the Engineer within 30 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203 Attention: Susan Olivares

Additional Services:

Additional services can be provided if deemed necessary and approved by the Town. Compensation for additional services can be negotiated as needed. Additional work will be approved by the Town prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed upon lump sum or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule (See Attachment A) for the year in which the work is being performed.

Standard Contract Terms and Conditions:

The terms and conditions contained on the attached sheet would apply to the project contract for these services (See Attachment B).

Endorsements:

Thank you for the opportunity to submit a proposal for these services. If all is acceptable and you wish us to proceed with the work, please sign below and return a copy to our office.

The following signatures establish the foregoing:

(OWNER/CLIENT)
Town of Thompson

(ENGINEER)
DELAWARE ENGINEERING, D.P.C.

By: _____
(Signature)

By: _____
(Signature)

Print Name: _____

Print Name: Mary Beth Bianconi

Title: _____

Title: Principal

Date: _____

Date: _____

DELAWARE ENGINEERING, D.P.C.

ATTACHMENT A

**2026
HOURLY RATE SCHEDULE**

Personnel	Rate
Project/Accounting Coordinator/Senior Coordinator	\$95 - \$115
Designer/Senior Designer	\$110 - \$190
Construction Inspector/Senior Construction Inspector	\$140 - \$170
Construction Manager/Senior Construction Manager	\$190 - \$210
Environmental Scientist or GIS Specialist/Senior Scientist/GIS	\$155 - \$185
Public Engagement Specialist/Grants Manager	\$175 - \$185
Planner/Senior Planner	\$175 - \$185
Engineer	\$130 - \$170
Design Engineer/Senior Design Engineer	\$130 - \$170
Project Engineer/Senior Project Engineer	\$160 - \$190
Senior Engineer/Managing Engineer	\$200 - \$250
Principal or Partner Engineer, Scientist or Planner	\$240 - \$270

Reimbursable Expenses:

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

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. **SAFETY.** ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. **DELAYS.** If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. **CONSTRUCTION REVIEW.** For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. **INSURANCE.** ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with applicable law and regulation and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. **HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials

11. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. **LIMITATIONS OF LIABILITY.** No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. **ACCESS.** CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. **ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. **DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties' senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

19. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

Marilee Calhoun (Town of Thompson)

From: Jill Weyer (Town of Thompson) <jweyer@thompsonny.gov>
Sent: Thursday, January 15, 2026 10:25 AM
To: marilee@thompsonny.gov; deputyclerk@thompsonny.gov
Subject: FW: RE: Thompson District Consolidation - Lighting Districts
Attachments: Thompson Letter-Proposal Lighting District Analysis 01.13.26.pdf

Importance: High

For approval at next board meeting. Thanks!

From: Helen Budrock <hbudrock@delawareengineering.com>
Sent: Tuesday, January 13, 2026 12:17 PM
To: Jill Weyer (Town of Thompson) <jweyer@thompsonny.gov>
Cc: Tracey Ledder <tledder@delawareengineering.com>; Mary Beth Bianconi <mbbianconi@delawareengineering.com>; Cory Dame <cdame@delawareengineering.com>
Subject: RE: RE: Thompson District Consolidation - Lighting Districts
Importance: High

Thanks, Jill! Tracey has reviewed the data that you sent and we have prepared the attached updated proposal adjusting the scope of services and proposed fee to hopefully meet your needs.

Let me know if you have any questions or would like to schedule a call to discuss.

Helen



HELEN BUDROCK, AICP
SENIOR PLANNER &
GRANTS MANAGER
548 Broadway | Monticello, NY 12701
845.791-7777 x121 (office) | 845.665.1468 (mobile)
www.delawareengineering.com

From: Jill Weyer (Town of Thompson) <jweyer@thompsonny.gov>
Sent: Friday, January 9, 2026 10:13 AM
To: Helen Budrock <hbudrock@delawareengineering.com>
Cc: Tracey Ledder <tledder@delawareengineering.com>; Mary Beth Bianconi <mbbianconi@delawareengineering.com>
Subject: RE: RE: Thompson District Consolidation - Lighting Districts

Hi All –

Circling back on this. I've compiled the lighting district budget information and the current tax district info. I'm attaching both excel sheets for review. We've noticed some errors which will need to be fixed (and why we are doing this project) and the data seems to be a moving target. In reviewing the data, we would like to analyze the following the fiscal impacts of combining (And any others you think would be beneficial:

1. Rock Hill & Emerald Corporate Park
2. Kiamesha Shores & Patio Homes

3. Emerald Green & Treasure Lake, and/or
4. Emerald Green, Treasure Lake and Lake Louise Marie

In addition to the above, we will look at district boundaries and see how to modify them to add additional parcels that are benefitting from the district but not included. So, then we would need to see the fiscal impacts of adding properties and how that benefits the entire district and what the additions increased fees would be.

Let me know if you need any more data to help further the discussion.

Thanks,
Jill

From: Helen Budrock <hbudrock@delawareengineering.com>
Sent: Wednesday, December 31, 2025 9:31 AM
To: Jill Weyer (Town of Thompson) <jweyer@thompsonny.gov>
Cc: Tracey Ledder <tledder@delawareengineering.com>; Mary Beth Bianconi <mbbianconi@delawareengineering.com>
Subject: RE: RE: Thompson District Consolidation - Lighting Districts

That sounds good. In order to give you an updated and accurate scope and budget based on your available resources, Tracey will have to dig into the data a little bit. She has more scheduling flexibility in early January than later in the month, so anything you can get us next week would be greatly appreciated.

Tracey can clarify, but in addition to the spreadsheet/shapefile/property data, could you also send any info you have on how the Town is charged for the lighting by the utility? Any info on the expenses associated with debt repayment/maintenance/electricity that are to be covered by the district users would be helpful.

Thanks,
Helen



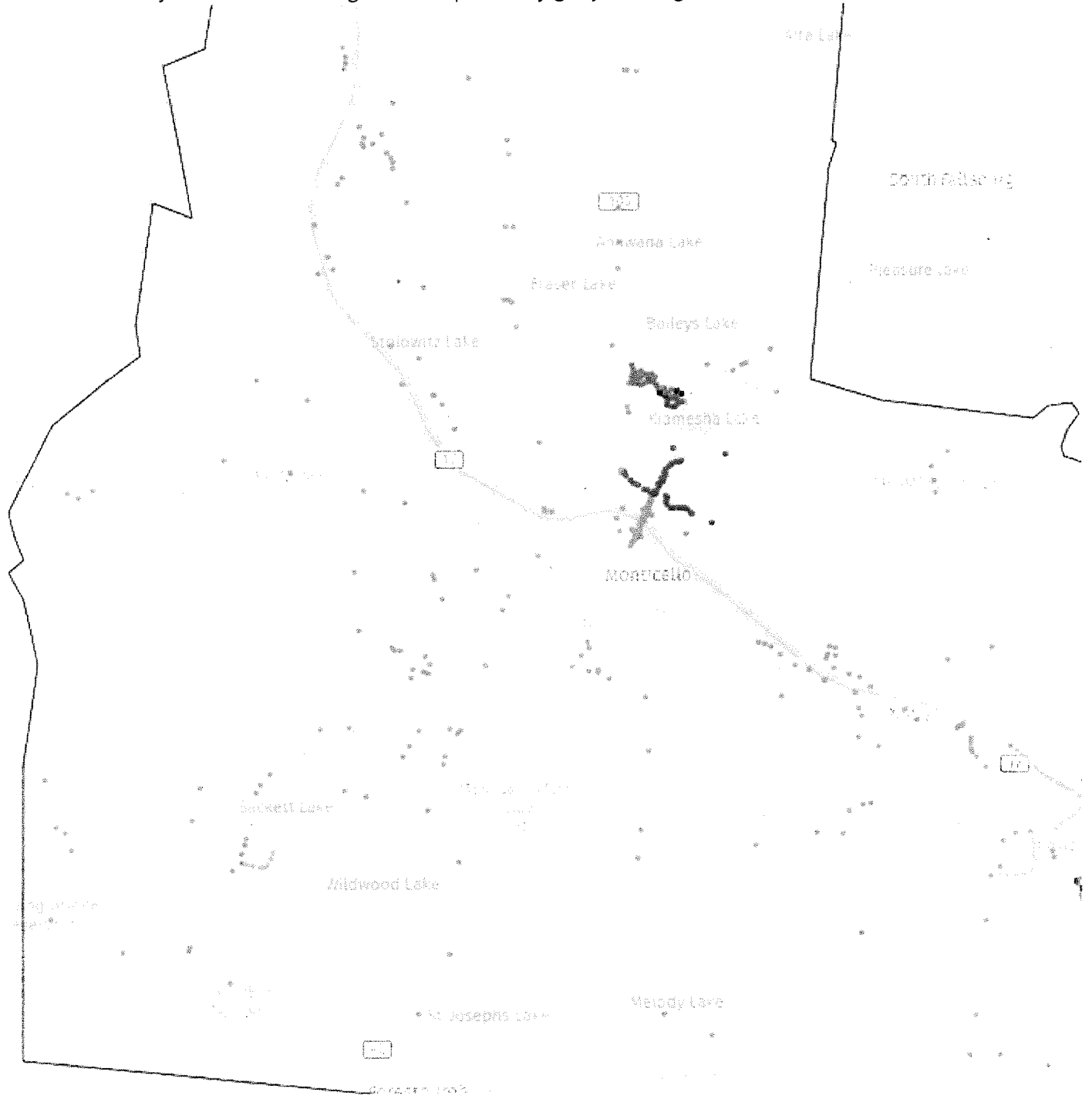
HELEN BUDROCK, AICP
SENIOR PLANNER &
GRANTS MANAGER
548 Broadway | Monticello, NY 12701
845.791-7777 x121 (office) | 845.665.1468 (mobile)
www.delawareengineering.com

From: Jill Weyer (Town of Thompson) <jweyer@thompsonny.gov>
Sent: Wednesday, December 31, 2025 9:23 AM
To: Helen Budrock <hbudrock@delawareengineering.com>
Cc: Tracey Ledder <tledder@delawareengineering.com>; Mary Beth Bianconi <mbbianconi@delawareengineering.com>
Subject: RE: RE: Thompson District Consolidation - Lighting Districts

Hi Helen –
Sorry I missed this email with the holidays and all. I can get you whatever you need. That’s what I was hoping, I can get you whatever you need and do the grunt work and I just need you guys (Tracey?) to really do the analysis of what the fiscal impact will be to the taxpayers if we consolidate or merge and whether there’s a cost savings to the town or it’s just best to leave as is. It seems a lot of the districts were created when the subdivisions were approved but now that there are several lumped together, does it make sense to consolidate? Or leave as is.

I can work with the County to get you the spreadsheets, and I believe the budget shows the tax rate, so I can get that. We are still confirming the system that we are transitioning over to, since the map in the RFP was created with the old data. I will need the county to create a new map with the new data, then I can get you the shapefiles for whatever you need. So, give me some time to compile this and if there's anything else you need, let me know and then we can touch base in the new year. Sound good?

Here's the new system we are using and can probably get you a log in, if needed:



District	Ratio	
● Route 42N	5.85%	45 results
● General	34.33%	264 results
● Lucky Lake	2.08%	16 results
● Emerald Green	36.54%	281 results
● Treasure Lake	0.39%	3 results
● Lake Louise Marie	5.98%	46 results
● Rock Hill	8.32%	64 results
● Klamesha Shores	1.3%	10 results
● Patio Homes	4.29%	33 results
● Camelot Woods	0.91%	7 results

From: Helen Budrock <hbudrock@delawareengineering.com>

Sent: Tuesday, December 23, 2025 10:31 AM

To: Jill Weyer <jweyer@thompsonny.gov>

Cc: Tracey Ledder <tledder@delawareengineering.com>; Mary Beth Bianconi <mbbianconi@delawareengineering.com>

Subject: FW: RE: Thompson District Consolidation - Lighting Districts

Jill:

I briefed Tracey on the project details and the anticipated budget. Do you have any data that you can send us so we can take a deeper dive? Spreadsheet with parcel/account details, current charges and billing formula, and the shapefile used to make the map included in the RFP?

Tracey is copied above if you have any questions or require additional information. Taking a deeper dive into the data will help us right-size a scope of work to fit your budget and objectives.

Thanks,

Helen



HELEN BUDROCK, AICP
 SENIOR PLANNER &
 GRANTS MANAGER
 548 Broadway | Monticello, NY 12701
 845.791-7777 x121 (office) | 845.665.1468 (mobile)
www.delawareengineering.com

From: Tracey Ledder <tledder@delawareengineering.com>
Sent: Tuesday, December 23, 2025 9:36 AM
To: Helen Budrock <hbudrock@delawareengineering.com>
Cc: Mary Beth Bianconi <mbbianconi@delawareengineering.com>; Cory Dame <cdame@delawareengineering.com>
Subject: RE: RE: Thompson District Consolidation - Lighting Districts

Thanks for the info Helen,
I'll keep an eye out for any data you can get.
Is there, or will there be, a project number?

TRACEY LEDDER
SENIOR SCIENTIST
518.452.1290 (office)
www.delawareengineering.com

From: Tracey Ledder
Sent: Monday, December 22, 2025 5:06 PM
To: Helen Budrock <hbudrock@delawareengineering.com>
Cc: Mary Beth Bianconi <mbbianconi@delawareengineering.com>; Cory Dame <cdame@delawareengineering.com>
Subject: RE: RE: Thompson District Consolidation - Lighting Districts

Helen,
Well, the proposal sure looks good.

Show me the data.
I'll be in the office tomorrow to dig a bit more into this. I can check with you then.
Do we have any of this information yet?
I'd like to figure what is actually available and what of this proposal could be done as is vs. building a lot of data and GIS mapping, which takes time.

TRACEY LEDDER
SENIOR SCIENTIST
518.452.1290 (office)
www.delawareengineering.com

From: Helen Budrock <hbudrock@delawareengineering.com>
Sent: Monday, December 22, 2025 4:38 PM
To: Tracey Ledder <tledder@delawareengineering.com>
Cc: Mary Beth Bianconi <mbbianconi@delawareengineering.com>; Cory Dame <cdame@delawareengineering.com>
Subject: RE: Thompson District Consolidation - Lighting Districts

Tracey:

We recently responded to an RFP issued by the Town of Thompson for a project to evaluate possible consolidation of lighting districts. The project is funded with a CREG grant from NYSDOS, and according to the Town both proposals received were way more than they budgeted.

We've attached a copy of both the original RFP with the project background and our proposal. The Town is looking to see if we can pare down the scope to fit around a \$15,000 effort. From what I can gather, they are just looking for a "white paper" of sorts with some recommendations for next steps that can go into a subsequent CREG grant for implementation. So, actual preparation of any MPRs and public hearings/etc. as part of the district consolidation

process will come later. Right now, they just need someone to analyze the data and recommend next steps – consolidate everything into one district? More than one district? Why? How would that impact user charges?

If needed, we can schedule a call with Jill so she can explain more. So please let me know your thoughts and your availability for a call with Thompson early next week.

Thanks much!



**DELAWARE
ENGINEERING, D.P.C.**

HELEN BUDROCK, AICP

SENIOR PLANNER &
GRANTS MANAGER

548 Broadway | Monticello, NY 12701

845.791-7777 x121 (office) | 845.665.1468 (mobile)

www.delawareengineering.com

**MODIFICATION AGREEMENT
Sullivan County Youth Bureau
Town of Thompson**

This agreement is made on October 15, 2025, between the County of Sullivan ("County"), a municipal corporation with offices at the Sullivan County Government Center, 100 North Street Monticello, New York 12701, and Town of Thompson located at 4052 NYS Route 42 Monticello, NY 12701.

1. This modification agreement shall modify the agreement between the parties dated October 24, 2024, ("Original Agreement"), and entered into pursuant to Resolution No. 507-24, adopted by the Sullivan County Legislature on October 24, 2024, allocating \$7,500 to the Town of Thompson Youth Sports Program. This modification will increase the Town of Thompson Youth Sports Program by \$6500.00 for a total of \$14,000.00.
2. All other terms and conditions of the original agreement shall remain unchanged.

COUNTY OF SULLIVAN

CONTRACTOR

By: Joshua Potosek *Date*
County Manager

By: Scott Mace *Date*
Town Supervisor

APPROVED AS TO FORM

Assistant County Attorney *Date*

By: _____
Print Name

Marilee (Town of Thompson)

From: Jill Weyer (Town of Thompson) <jweyer@thompsonny.gov>
Sent: Tuesday, January 13, 2026 9:02 AM
To: marilee@thompsonny.gov; deputyclerk@thompsonny.gov
Subject: FW: Contract modification
Attachments: MODIFICATION AGREEMENT-TOF to TOT 2024-25.docx

For the next meeting please. Thanks!

From: Paci, Catherine <Catherine.Paci@sullivanny.gov>
Sent: Monday, January 5, 2026 11:48 AM
To: Jill Weyer (Town of Thompson) <jweyer@thompsonny.gov>
Subject: RE: Contract modification

This message was sent securely using Zix

Cathie Paci
Manager
Youth Services

Please take notice of my new email address: catherine.paci@sullivanny.gov

County of Sullivan
100 North Street
Monticello, NY 12701
Office 845-807-0395/Cell: 845-923-7557
Catherine.paci@sullivanny.gov



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From: Jill Weyer (Town of Thompson) <jweyer@thompsonny.gov>
Sent: Monday, January 5, 2026 11:29 AM
To: Paci, Catherine <Catherine.Paci@sullivanny.gov>
Cc: Wells, Nicholas <Nicholas.Wells@sullivanny.gov>
Subject: RE: Contract modification

ITS ADVISES CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Cathie – Happy New Year! As of January 1, our new Supervisor is Scott Mace. Is it okay to cross out and right over or do you want to revise and resend? Please let me know. Thanks!

From: Paci, Catherine <Catherine.Paci@sullivanny.gov>
Sent: Monday, January 5, 2026 11:07 AM
To: Jill Weyer (Town of Thompson <jweyer@thompsonny.gov>
Cc: Wells, Nicholas <Nicholas.Wells@sullivanny.gov>
Subject: Contract modification

This message was sent securely using Zix

Hi Jill,

I hope you had a great holiday season.

Attached please find your contract modification for the additional \$6500. Can you please have Bill sign this in original ink so I can get it to Audit so they can pay your claim?

If you have any questions, please give me a call.

Thank you.

Cathie Paci
Manager
Youth Services

Please take notice of my new email address: catherine.paci@sullivanny.gov

County of Sullivan
100 North Street
Monticello, NY 12701
Office 845-807-0395/Cell: 845-923-7557
Catherine.paci@sullivanny.gov



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#9

Marilee Calhoun (Town of Thompson)

From: Jill Weyer (Town of Thompson) <jweyer@thompsonny.gov>
Sent: Thursday, January 15, 2026 10:24 AM
To: deputyclerk@thompsonny.gov; marilee@thompsonny.gov
Subject: FW: 2026 Sullivan 180 Municipal Partnership Grants - Now Accepting Applications
Attachments: Municipal Partnership Grant 2026 - Form Fillable.pdf

Approval to apply at next board meeting, please.

From: Shannon Cilento <shannon@sullivan180.org>
Sent: Friday, January 2, 2026 1:26 PM
Subject: 2026 Sullivan 180 Municipal Partnership Grants - Now Accepting Applications

Hello,

I'm writing to share information about the **2026 Sullivan 180 Municipal Partnership Grant**, now open for the 2026 program year. This grant is designed to support projects that strengthen public spaces, promote community health and youth initiatives, and foster collaboration at the municipal level.

Attached to this email, you'll find the 2026 Municipal Partnership Grant application. Additional details and background are also available on our website: <https://sullivan180.org/grants-scholarships/municipal-partnership-grant>

2026 Municipal Partnership Grant Overview:

- **Award:** Up to \$20,000
- **Eligibility:** Municipalities located in Sullivan County, NY
- **Match Requirement:** 25% match required (funds and/or in-kind services)
- **Application Deadline:** 5:00 PM on March 6, 2025

We encourage municipalities to review the application materials early and reach out with any questions. I'm happy to discuss project ideas, eligibility, match requirements, or potential partnerships by phone, Zoom, or during a site visit.

We look forward to the opportunity to support projects that enhance quality of life and create lasting community impact across Sullivan County.

Cheers,
Shannon

Shannon N. Cilento, AICP (she/her)
Director of Community Development & Communications
☎: 845.295.2434 | fax 845.295.2746
✉: Sullivan 180, Inc. | P.O. Box 311 | Liberty, NY | 12754
✉: Shannon@Sullivan180.org
🌐: www.Sullivan180.org



Download our [Community Resource Guide!](#)



2026 MUNICIPAL PARTNERSHIP GRANT INSTRUCTIONS

Sullivan 180 is a non-profit organization dedicated to building a healthy community through people, places, and policy; with an intentional focus on prevention and empowering a healthier generation. We are committed to change by degrees; working with partners, schools, and communities through a grassroots and inclusive approach where everyone can participate in turning around the health of Sullivan County.

To this end Sullivan 180 offers grants, technical assistance, and a variety of programs and resources to support our mission; and the efforts and initiatives of our community to improve health outcomes.

The **Community Development Program** offers a range of grants for revitalization projects that involve long-range planning and/or incorporate care of public spaces, community health and youth engagement into a larger community context. **See the 2026 Community Development Grant Summary for specific details and program resources.**

Prospective applicants are encouraged to read these documents thoroughly to become familiar with program resources and requirements before applying. Applicants will be notified after the review of a completed application whether funding has been approved. Sullivan 180 reserves the right to redirect category placement among our various grant programs.

ELIGIBILITY

MUNICIPAL PARTNERSHIP GRANTS up to \$20,000 support municipal efforts to implement new or ongoing projects that align with the mission of Sullivan 180. A 25% match is required in the form of funds, in-kind, or donated goods and services. **Applications may be submitted for projects in one or more of the following areas:**

- **Care of Public Spaces:** Materials and labor to beautify and maintain existing public spaces and/or to create new gardens, parks or landscape installations.
- **Youth Initiatives:** Projects or programs that engage, empower, or impact youth in the community.
- **Building Healthy Communities:** Projects that promote social and physical health of residents by making communities more pedestrian-friendly, improving or creating parks and trail networks or projects, developing events or programs designed to increase physical activity (i.e. walking, bicycling, hiking and nature trails; walking tours, bike-a-thons, etc.).
- **Environmental Stewardship:** Projects that benefit the environment such as tree planting, stream bank stabilization, green infrastructure and litter removal.

Sullivan 180 places special emphasis on good design and sustainability. Applicants are encouraged to make every effort to involve volunteers of all ages and cultural backgrounds. **Projects must engage, empower or impact youth. Youth involvement is required.**

PROJECT DOCUMENTATION

Applications received without required documentation will be deemed incomplete and remain pending until all documents are received. This may impact funding availability. A completed **Garden Design Packet is required for projects that include new garden elements.** A panel of landscape professionals will review the design and offer feedback and suggestions.

Materials may not be purchased or work started until grant approval is confirmed with an award letter and the signed grant addendum has been received.

Funded projects are required to submit final reports and documentation by **October 1, 2026.**
Interim reports may be requested and/or periodic site visits arranged.

For more information, contact Shannon Cilento, Director of Community Development & Communications at (845) 295-2680 or email Shannon@Sullivan180.org.

Submit Municipal Partnership Grant application and documents to grants@Sullivan180.org by **March 6, 2026.**



2026 MUNICIPAL PARTNERSHIP GRANT APPLICATION

APPLICANT INFORMATION

Municipality: _____

Website: _____ Social Media: _____

Mailing address: _____

Contact person: _____

Phone (office): _____ Phone (cell): _____

Email: _____

Grant/Project Manager: _____

Phone (office): _____ Phone (cell): _____

Email: _____

PROJECT INFORMATION

- Focus Area(s): Care of Public Spaces Building Healthy Communities
 Youth Initiatives Environmental Stewardship

Answer the following questions on an additional sheet of paper and attach to the application upon submission.

- 1. Explain your project and how you will use the Sullivan 180 Grant.** You may select to apply in more than one area. Attach photos, maps, renderings and other supporting documentation necessary to illustrate your proposal. Use the form provided to outline the budget for each project area.
*Proposals that include the installation of new landscaping must submit a completed **Garden Design Packet** for each location. Designs are reviewed by the Garden Design Panel before final approval. If you are requesting funding to care for public spaces, list the locations that will be maintained. Use separate pages as needed.*
- 2. How was the project identified and chosen?** e.g. Resident surveys, feedback, public meetings, comprehensive plan.
- 3. How will you measure the impact of your project?** Examples: We will measure success by the number of participants attending the event and the level of community engagement in follow-up surveys. We will track success through measurable improvements in community health indicators, such as reduced smoking rates or increased access to healthy foods. Success will be measured by the number of trees planted and the percentage increase in green space coverage in our target area.
- 4. Describe any existing or planned partnerships or collaborations with volunteers, community-based organizations or public agencies.** For projects involving the care of public spaces, municipalities are strongly encouraged to collaborate with existing volunteer-based beautification groups in their community.
- 5. Does your municipality currently have a position that focuses on care of public spaces?** If yes, please explain.
- 6. How will the project engage, empower or impact youth*?** *Ages 21 and under
- 7. Do you have an existing youth program or group?** (i.e. youth board or commission) If yes, please explain.

BUDGET AND FINANCES

8. What is your total 2026 municipal budget? (Excluding special districts.) \$ _____

9. What is the source of the required 25% match?

10. Is there a line item in your current budget designated for the project(s)? Yes No
If yes, please explain:

11. If your municipality has existing Sullivan Renaissance or Sullivan 180 funds from prior grants, provide an update on your plans to spend these outstanding funds.

12. Summarize the total budget for your project in the table below. Provide costs for items you plan to purchase.

	S180 2026 Grant Funds ¹	Prior Sullivan 180 Funds ²	Matching / Other Funds ³	TOTAL Project Funds
CARE OF PUBLIC SPACES				
				0.00
				0.00
				0.00
				0.00
SUB-TOTAL:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
YOUTH INITIATIVES				
				0.00
				0.00
				0.00
				0.00
SUB-TOTAL:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
BUILDING HEALTHY COMMUNITIES				
				0.00
				0.00
				0.00
				0.00
SUB-TOTAL:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
ENVIRONMENTAL STEWARDSHIP				
				0.00
				0.00
				0.00
				0.00
SUB-TOTAL:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

¹ Grant fund requests up to \$20,000

² Prior Renaissance/Sullivan 180 funds and/or Volunteer hours **are not eligible** to be used toward the required 25% match.

³ Municipal match of 25% of the grant request may be in the form of funds, staff time, in-kinds goods and services; there is a \$5,000 cap placed on requests for seasonal employees and the grant cannot be used solely for staffing.

ADDITIONAL RESOURCES

13. Are you requesting support from a Sullivan 180 Intern? Yes No

If yes, submit a Request for Intern Application.

14. What kind of training would be helpful? *Sullivan 180 offers several training opportunities focused on care of public spaces. These programs can be customized based on your project, your staff and your community. Included are spring garden training with your Sullivan 180 intern and Intern Supervisor at your location; and/or fall meeting to assess garden conditions and needs for next year.*

15. How could this project benefit from volunteer participation?

16. Each August, Sullivan 180 hosts an Intern Day of Service where interns, staff and volunteers work on a one-day project at a park or public place. Do you have a potential location and project in your municipality to host the 2026 Intern Day of Service? *This could be the project for which you are currently applying or a separate project.*

GRANT CHECKLIST

Municipal Partnership Grant applications and required documents must be submitted to Grants@Sullivan180.org by **5:00 PM on March 6, 2025** to be considered.

Applications received without required documentation will be deemed incomplete and will remain pending until all documents are received, which may affect funding availability.

Materials may not be purchased or work started until the applicant has received a grant award letter and returned a signed grant addendum.

Use the checklist below to ensure that all of the required items are included with your submission.

REQUIRED:

- Completed Grant Application
- Photographs of Project Site(s)
- Estimates or prices to accompany budget
- Back-up documentation for expenses (including estimates from vendors/contractors and timesheets for in-kind match)
- Plan to engage youth.

IF APPLICABLE:

- Property Owner Permission
- Permits
- Illustrations or Renderings
- Intern Request Form*
- Garden Design Packet (for new gardens)*
- Job description if requesting funds for additional employee/s

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME

DATE

**Can be found on Sullivan 180 website*

#10

Marilee Calhoun (Town of Thompson)

From: Jill Weyer (Town of Thompson) <jweyer@thompsonny.gov>
Sent: Thursday, January 15, 2026 10:25 AM
To: marilee@thompsonny.gov
Cc: deputyclerk@thompsonny.gov
Subject: Grant approval for Board meeting

Also, approval to apply for a playground at Lake Ida through this program:

Governor Kathy Hochul has announced that applications are now open for funding through the **New York Places for Learning, Activity, and Youth Socialization (NY PLAYS) Initiative**, a **\$67.5 million** competitive grant program that supports the design, construction, and renovation of public playgrounds across New York State. NY PLAYS helps communities expand access to safe, welcoming outdoor spaces that promote physical activity, emotional well-being, and in-person social connection for children and families.

Applications will be accepted from May 4, 2026, through June 15, 2026. Grant awards will be announced no earlier than August 3, 2026.

#14
A

Contractor's Application for Payment

Owner: <u>Town of Thompson</u>	Owner's Project No.: _____
Engineer: <u>MHE Engineering, D.P.C.</u>	Engineer's Project No.: <u>22-723</u>
Contractor: <u>Wittcon, Inc.</u>	Contractor's Project No.: _____
Project: <u>Melody Lake Water District Water System Improvement Project</u>	
Contract: _____	
Application No.: <u>6</u>	Application Date: <u>12/31/2025</u>
Application Period: <u>From 12/1/2025</u>	<u>to 12/31/2025</u>

1. Original Contract Price	\$ 755,000.00
2. Net change by Change Orders	\$ 29,235.71
3. Current Contract Price (Line 1 + Line 2)	\$ 784,235.71
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 649,735.71
5. Retainage	
a. <u>5%</u> X \$ <u>649,735.71</u> Work Completed =	\$ <u>32,486.79</u>
b. _____ X \$ _____ Stored Materials =	\$ _____
c. Total Retainage (Line 5.a + Line 5.b)	\$ <u>32,486.79</u>
6. Amount eligible to date (Line 4 - Line 5.c)	\$ <u>617,248.92</u>
7. Less previous payments (Line 6 from prior application)	\$ <u>493,463.92</u>
8. Amount due this application	\$ <u>123,785.00</u>
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ <u>166,986.79</u>

Contractor's Certification


The undersigned Contractor certifies, to the best of its knowledge, the following:

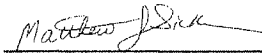
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Wittcon, Inc.

Signature:  **Date:** 12/31/2025

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Associate</u>	Title: _____
Date: <u>1-9-26</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Thompson
 Engineer: MHE Engineering, D.P.C.
 Contractor: Wittcon, Inc.
 Project: Melody Lake Water District Water System Improvement Project
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: 22-723
 Contractor's Project No.: _____

Application No.: 6		Application Period: From 12/01/25 to 12/31/25		Application Date: 12/31/25					
Item No.	Description	C Scheduled Value (\$)	D Work Completed (D + E) From Previous Application (\$)		E This Period (\$)	F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	Work Completed This Period (\$)					
Original Contract									
	Bonds & Insurance	38,000.00	38,000.00				38,000.00	100%	-
	Clearing & Grubbing	24,000.00	24,000.00				24,000.00	100%	-
	Erosion Control	2,000.00	2,000.00				2,000.00	100%	-
	Excavation, Backfill & Restoration	120,000.00	90,000.00	18,000.00			108,000.00	90%	12,000.00
	Storage Tank	175,000.00	175,000.00				175,000.00	100%	-
	Site Piping	65,000.00	57,000.00	1,500.00			58,500.00	90%	6,500.00
	Fencing	40,000.00					-	0%	40,000.00
	Building Foundation & CMU	32,000.00	32,000.00				32,000.00	100%	-
	Building Structure & Insulation	19,000.00	19,000.00				19,000.00	100%	-
	Building Exterior Finishes	23,000.00	11,400.00	5,800.00			17,200.00	75%	5,800.00
	Building Interior Finishes	16,000.00	14,000.00	2,000.00			16,000.00	100%	-
	Doors & Hardware	9,000.00	8,000.00				8,000.00	89%	1,000.00
	Booster Pump Skid	56,000.00		56,000.00			56,000.00	100%	-
	Misc Concrete	7,000.00	7,000.00				7,000.00	100%	-
	Interior Process Piping	12,000.00		10,800.00			10,800.00	90%	1,200.00
	Chem Feed Equipment	8,000.00					-	0%	8,000.00
	Parking Area	45,000.00		30,000.00			30,000.00	67%	15,000.00
	Plumbing & Ventilation	19,000.00	12,800.00	6,200.00			19,000.00	100%	-
	Well #1 Modifications	17,000.00					-	0%	17,000.00
	Demolition	5,000.00					-	0%	5,000.00
	Testing & Start Up	3,000.00					-	0%	3,000.00
	Allowance	20,000.00					-	0%	20,000.00
Original Contract Totals		\$ 755,000.00	\$ 490,200.00	\$ 130,300.00	\$	\$	\$ 620,500.00	82%	\$ 134,500.00

#14
B

Contractor's Application for Payment

Owner:	Town of Thompson	Owner's Project No.:	
Engineer:	MHE Engineering, D.P.C.	Engineer's Project No.:	22-723
Contractor:	TAM Enterprises Inc	Contractor's Project No.:	2501
Project:	Melody Lake Water System Improvements		
Contract:	Electrical Construction		
Application No.:	4	Application Date:	12/31/2025
Application Period:	From 12/1/2025	to	12/31/2025

1. Original Contract Price	\$	259,841.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	259,841.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	85,105.00
5. Retainage		
a. 5% X \$ 85,105.00 Work Completed =	\$	4,255.25
b. X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	4,255.25
6. Amount eligible to date (Line 4 - Line 5.c)	\$	80,849.75
7. Less previous payments (Line 6 from prior application)	\$	26,012.90
8. Amount due this application	\$	54,836.85
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	178,991.25

Contractor's Certification

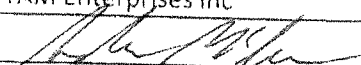
The undersigned Contractor certifies, to the best of its knowledge, the following:

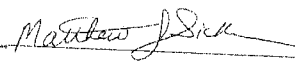
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: TAM Enterprises Inc

Signature:  Date: 12/30/25

Recommended by Engineer		Approved by Owner	
By:		By:	
Title:	Associate	Title:	
Date:	1/5/26	Date:	
Approved by Funding Agency			
By:		By:	
Title:		Title:	
Date:		Date:	

#14
C

MHE
ENGINEERING
33 Airport Center Drive, Suite 202
New Windsor, NY 12553

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

Invoice number 25262
Date 12/24/2025

Project **22-723 Melody Lake WD Water System Improvements**

For Professional Services Through November, 30, 2025

Description	Contract Amount	Prior Billed	Current Billed
Preliminary Design	35,000.00	35,000.00	0.00
Final Design	30,000.00	30,000.00	0.00
Bidding Services	5,000.00	5,000.00	0.00
Construction Services	50,000.00	31,500.00	2,500.00
Total	120,000.00	101,500.00	2,500.00

Reimbursables

	Units	Rate	Billed Amount
Mileage	120.00	0.70	84.00

Invoice total **2,584.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
24243	09/25/2025	6,773.00				6,773.00	
24886	11/25/2025	9,094.50	9,094.50				
25262	12/24/2025	2,584.00	2,584.00				
Total		18,451.50	11,678.50	0.00	0.00	6,773.00	0.00

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

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

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

#14
0



CORPORATE HEADQUARTERS
250 S. Clinton Street Suite 502
Syracuse, New York 13202
Ph 315-752-0051 Fax 315-752-0057

December 18, 2025

Invoice # 43911

Invoice submitted to:

Town of Thompson
Melissa DeMarmels
Comptroller
4052 State Route 42
Monticello, NY 12701

Office Code: HVR {1}

	<u>Amount</u>
12/18/25 For services rendered in connection with the USDA Bond \$312,000 Melody Lake Water - Series 2025.	6,500.00
Total Fee for Professional Services	<u>\$6,500.00</u>

Term - Due Upon Receipt of This Invoice

#14
E

RURAL DEVELOPMENT (RD) PROJECT BUDGET/COST CERTIFICATION

Project Name: Melby Lake

Date: 01/09/26

Report No.: 8
Actual: -
Estimate: -

Funding Source(s)	Amount
RD Loan	\$312,000.00
RD Loan	
RD Grant	\$915,000.00
RD Grant	
SUB TOTAL:	\$1,227,000.00

Other Funding Source(s)	Amount
Other Source: <u>Town</u>	\$23,000.00
Other Source: <u>ARPA funds</u>	\$107,708.42
Other Source:	
SUBTOTAL:	\$130,708.42
TOTAL:	\$1,357,708.42

ITEM	APPROVED BUDGET	MODIFIED BUDGET	PREVIOUS EXPENDITURES	EXPENDITURES THIS PERIOD	EXPENDITURES TO DATE	BALANCE REMAINING
A. ADMINISTRATIVE						
2. Bonding	\$15,812.00	\$15,812.00			\$0.00	\$15,812.00
4. Fiscal Coordination	\$6,500.00	\$6,500.00		\$6,500.00	\$6,500.00	\$0.00
7. Single Audits	\$4,000.00	\$4,000.00			\$0.00	\$4,000.00
Total A. Administrative	\$26,312.00	\$26,312.00	\$0.00	\$6,500.00	\$6,500.00	\$19,812.00
B. TECHNICAL SVCS.						
1. Engineering						
a. Preliminary Design Phase	\$35,039.06	\$35,039.06	\$35,039.06		\$35,039.06	\$0.00
b. Final Design Phase	\$32,102.48	\$32,102.48	\$32,102.48		\$32,102.48	\$0.00
c. Design Phase Services	\$6,666.50	\$6,666.50	\$6,666.50		\$6,666.50	\$0.00
d. Construction Phase	\$46,191.96	\$46,191.96	\$31,907.40	\$2,584.00	\$34,491.40	\$11,700.56
e. Resident Inspection	\$50,000.00	\$50,000.00			\$0.00	\$50,000.00
f. Well MHI	\$60,000.00	\$60,000.00	\$28,167.99		\$28,167.99	\$31,832.01
Total B. Technical Svcs.	\$230,000.00	\$230,000.00	\$133,883.43	\$2,584.00	\$136,467.43	\$93,532.57
C. CONSTRUCTION						
1. Construction Contracts						
a. Witton GC	\$755,000.00	\$784,235.71	\$493,463.92	\$123,785.00	\$617,248.92	\$166,986.79
b. TAM EC	\$259,841.00	\$259,841.00	\$26,012.90	\$54,838.85	\$80,849.75	\$178,991.25
Total C. Construction	\$1,014,841.00	\$1,044,076.71	\$519,476.82	\$178,621.85	\$698,098.67	\$345,978.04
D. CONTINGENCY						
1. Contingency	\$86,555.42	\$57,319.71				
Total D. Contingency	\$86,555.42	\$57,319.71				\$57,319.71
TOTAL PROJECT COST	\$1,357,708.42	\$1,357,708.42	\$653,360.25	\$187,705.85	\$841,066.10	\$516,642.32

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

Applicant _____ Title _____

Matthew J. Sica
Engineer/Architect

Reviewed By _____

Date Reviewed 1/9/2026



America's Most Convenient Bank®

GOVERNMENTAL ENTITY CERTIFICATE OF RESOLUTION

(For Deposit Accounts)

#15

Depositor (Name of Governmental Entity): /n of Thompson Address: 4052 Rte 42, Monticello, NY 12701	Financial Institution: TD Bank, N.A 11000 Atrium Way Mt. Laurel, NJ 08054
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I HEREBY CERTIFY that I am the duly elected and qualified Authorized Governmental Agent and keeper of records for the Depositor (also referred to as "Governmental Entity") named above, that the following is a true and complete copy of a Resolution duly adopted at a meeting of the Governing Body of said Governmental Entity held on, or dated on _____, 20__ in accordance with the law and the by-laws of, or consent of, said Governmental Entity, and that my delivery of this Certificate of Resolution to Financial Institution certifies to Financial Institution that such Resolution is still in full force and effect.

I FURTHER CERTIFY that the name of the Depositor set forth above is the complete and correct name of the Governmental Entity and that the Governmental Entity is organized and existing under and by virtue of the laws of the State/Commonwealth/District of _____ a Governmental Entity.

RESOLVED, that the Financial Institution named above, at any one or more of its offices or branches, be and it hereby is designated as a Financial Institution of and depository for the funds of this Governmental Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies (including electronic orders) bearing the signature of, or as otherwise authorized by, any one (1) of the following officers, employees or agents of this Governmental Entity ("Agents"), whose actual signatures are shown below:

Title	Name	Signature
Supervisor	Scott S Mace	
Deputy Supervisor	Melinda S Meddaugh	

FURTHER RESOLVED, the Agents, whose names and signatures appear above, are hereby authorized to open and maintain a deposit account or accounts of the Governmental Entity with the Financial Institution, subject to the terms and conditions of the Business Deposit Account Agreement, as it may be amended from time to time (the "Account Agreement").

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item or payment order drawn against any of the Governmental Entity's accounts with the Financial Institution bearing the signature of or as otherwise authorized by any such Agents even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed, or payment order authorized, in accordance with the resolutions contained herein, or the application or disposition of such item or payment order or the proceeds of the item or payment order.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Governmental Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution, and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions or purposes for which funds, checks or items of the Governmental Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remains in full force and effect until written notice of the revocation thereof shall have been delivered to and received by the Financial Institution at the location where an account of the Governmental Entity is maintained and Financial Institution has had a reasonable period of time to act upon such notice.

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing resolutions now stand of record on the books of the Governmental Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____ and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

X

Authorized Governmental Agent or Assistant Authorized Governmental Agent

(Title)

Note In case the Authorized Governmental Agent or other certifying officer is designated by the foregoing resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Governmental Entity and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same