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Meeting ID: 830 3245 2642

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

THIS MEETING WILL BE HELD IN-PERSON  
LOCATED AT TOWN HALL, 4052 STATE ROUTE 42,  
MONTICELLO, NY 12701. THE MEETING WILL  
ALSO BE STREAMED LIVE ON ZOOM: TO JOIN  
PLEASE SEE TOWN WEBSITE AT:  
[WWW.THOMPSONNY.GOV](http://WWW.THOMPSONNY.GOV)

**TUESDAY, AUGUST 18, 2026**

**7:00 PM MEETING**

CALL TO ORDER

ZOOM VIDEOCONFERENCING ANNOUNCEMENT

ROLL CALL

PLEDGE TO THE FLAG

**PRESENTATION: RWE SOLAR DEVELOPMENT/TOWNLINE SOLAR PROJECT**

**APPROVAL OF PREVIOUS MINUTES:** August 04, 2026 Regular Town Board Meeting

**PUBLIC COMMENT**

**CORRESPONDENCE:**

- Ms. Sarah Ghawi, Animal Health Inspector, NYS Agriculture & Markets: Letter dated 07/28/2026 to Supervisor Mace Re: Municipal Shelter Inspection Report for Catskill Animal Rescue (CARE) completed on 07/20/26, rated "Satisfactory".

**AGENDA ITEMS:**

- 1) RESOLUTION TO ENACT: PROPOSED LOCAL LAW #3 OF 2026 – ADD CHAPTER 171 "PANHANDLING AGGRESSIVE"
- 2) ACTION: CMS CAMPUS HOLDINGS, INC. - TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA)
- 3) REVIEW & AUTHORIZE: TRAFFIC REVIEW BY COLLIERS ENGINEERING & DESIGN FOR THOMPSON HILLS MIXED USE DEVELOPMENT PROJECT
- 4) MELODY LAKE WELLHOUSE IMPROVEMENT PROJECT ITEMS:
  - A) APPROVE & AUTHORIZE – WITTCO, INC. APPLICATION FOR PAYMENT #11 \$16,035.25
  - B) APPROVE & AUTHORIZE - RURAL DEVELOPMENT PROJECT - USDA FORM E FOR PAYMENT #14 \$16,035.25
- 5) REVIEW & AUTHORIZE SUPPLEMENTAL CERTIFICATE & COST SUMMARY # 2 FOR EFC PROJECT # C3-5378-05-00 FOR EMERALD GREEN PUMP STATIONS 1, 2 , & 3 IMPROVEMENT PROJECT
- 6) AUTHORIZE MODIFICATION OF PROJECT FINANCE AGREEMENT – HARRIS SEWER DISTRICT IMPROVEMENTS PROJECT EFC # C3-5378-02-00
- 7) REVISED PURCHASE REQUEST: PARKS & RECREATION DEPT - ROOF MATERIALS FOR MAINTENANCE BUILDING AT LAKE IDA PARK, \$9,618.99
- 8) PURCHASE REQUEST: PLAYGROUND EQUIPMENT FOR LAKE IDA PARK FROM GAMETIME/MRC, INC.
- 9) SET BID DATE: PAVILION AT LAKE IDA PARK, THURSDAY, 09/10/26 @2PM

**10) DISCUSS & APPROVE: CHRISTMAS SPECTACULAR TRIP & BUS RENTAL, SUNDAY, 11/22/2026**

**11) RESOLUTION TO AUTHORIZE STORAGE OF MONTICELLO LITTLE LEAGUE SPORTS TRAILER @ EAST MONGAUP RIVER PARK**

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

**13) BUDGET TRANSFERS & AMENDMENTS**

**14) ORDER BILLS PAID**

**OLD BUSINESS**

**NEW BUSINESS**

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

**PUBLIC COMMENT**

**EXECUTIVE SESSION: CONTRACT DISCUSSION**

**ADJOURN**

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

**Minutes of a Regular Meeting** of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York and held remotely via Zoom on **August 04, 2026.**

**ROLL CALL:**

**Present:** Supervisor Scott S. Mace, Presiding  
Councilman John A. Pavese  
Councilwoman Melinda S. Meddaugh  
Councilman Ryan T. Schock  
Councilman Richard L. Benjamin, Jr.

**DRAFT**

**Also Present:** Marilee J. Calhoun, Town Clerk  
Michael B. Mednick, Attorney for the Town  
Melissa DeMarmels, Town Comptroller  
Jill M. Weyer, Director of Community Development  
Glenn Somers, Parks & Recreation Superintendent  
James L. Carnell, Jr., Director of Buildings, Planning, & Zoning  
Michael G. Messenger, Water & Sewer Superintendent  
Hayden Carnell, Highway Superintendent  
Dave Ohman, P.E., of Delaware Engineering DPC

**REGULAR MEETING – CALL TO ORDER**

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

**1) PUBLIC HEARING: PROPOSED LOCAL LAW #4 OF 2026: TEMPORARY MORATORIUM ON PACKAGE PLANTS AND DECENTRALIZED INFRASTRUCTURE LAND USE**

Supervisor Mace opened the Public Hearing at 7:01 PM. Town Clerk, Marilee J. Calhoun read the legal public notice and stated that she had an original affidavit of publication. Notice of said hearing was duly published in the Sullivan County Democrat on July 28, 2026 with same being posted at the Town Hall and website on July 23, 2026.

**TOWN OF THOMPSON  
NOTICE OF PUBLIC HEARING  
ON PROPOSED LOCAL LAW**

**NOTICE IS HEREBY GIVEN** that there has been duly introduced at a meeting of the Town Board of the Town of Thompson, New York, held on July 07, 2026, a proposed Local Law No. 04 of 2026, entitled "A Local Law Imposing a Temporary Moratorium on Local Land Use Approvals

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August 04, 2026  
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for So-Called “Package Plant” and Decentralized Water and Wastewater Infrastructure Facilities within the Town of Thompson, Pending Development of Comprehensive Land Use Regulations”.

**NOTICE IS FURTHER GIVEN** that the Town Board of the Town of Thompson will conduct a Public Hearing on the aforesaid proposed Local Law at the Town Hall, 4052 Route 42, Monticello, New York, on August 04, 2026 at 7:00 P.M., or as soon thereafter as said Public Hearing shall be convened, at which time all persons interested will be heard.

Copies of the Local Law described above are on file in the office of the Town Clerk of the Town of Thompson, where the same are available to public inspection during regular office hours.

**PLEASE TAKE FURTHER NOTICE**, that all interested persons will be given an opportunity to be heard on said proposed Local Law at the place and time aforesaid.

**NOTICE IS HEREBY GIVEN**, pursuant to the requirements of the Open Meetings Law of the State of New York, that the Town Board of the Town of Thompson will convene in public meeting at the place and time aforesaid for the purpose of conducting a Public Hearing on the proposed Local Law described above and, as deemed advisable by said Board, taking action on the enactment of said Local Law.

**Dated: July 21, 2026**

**BY ORDER OF THE TOWN BOARD**

**TOWN OF THOMPSON**

**MARILEE J. CALHOUN, TOWN CLERK**

Supervisor Mace explained the purpose of the proposed local law. He said as we look at expanding our central water and sewer and all the proposed projects, the purpose of this local law is to protect the public health, safety, and welfare of the residents of the Town of Thompson; by imposing a temporary moratorium on the acceptance, processing, and approval of local land use applications for new package plant and decentralized water or wastewater infrastructure facilities. While the Town develops, reviews, and adopts comprehensive land use regulations addressing such facilities as land uses, including appropriate special use permit requirements, dimensional and performance standards, and financial security provisions. This is a temporary moratorium.

Supervisor Mace asked if the Town Board had any comments. The Board made the following comments:

Councilwoman Meddaugh said that she spoke with planning board members, and this is something they are very supportive of, and it's something that they have needed assistance with for a long time, so, it will definitely help them going forward.

Supervisor Mace said that we're not the only town doing this. Other towns around us are doing this as well. We received a nice letter of support from the Town of Lumberland Supervisor as they start to look into it as well.

Supervisor Mace asked if anyone from the public would like to be heard on this matter.

**Public Comments were made as follows:**

Roger Betters of Columbia Hill Neighborhood Alliance.

Barbara Arendell, Director of Damascus Citizens for Sustainability.

Jody Tedaldi of Rock Hill.

Harry Weisel, President of Beaver Lake Estates, Monticello.

Bonnie Makofsky of Hurleyville. Provided statement read for file.

Star Hesse of Narrowsburg. She provided (2) references to review.

Marcie Wild of Rock Hill.

**(\*\*Full comments are available in the 88-page transcript from the Zoom Recording of the meeting, which are on file in the Town Clerk's Office upon request.)**

Supervisor Mace said that the Town is working hard on this with our Planners, Engineers and Water & Sewer Superintendent.

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

A motion to close the Public Hearing at 7:19 PM was made by Councilman Pavese and seconded by Councilman Schock.

**2) PUBLIC HEARING: CMS CAMPUS HOLDINGS, INC. – TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA)**

Supervisor Mace opened the Public Hearing at 7:20 PM. Town Clerk, Marilee J. Calhoun read the legal public notice and stated that she had an original affidavit of publication. Notice of said hearing was duly published in the Sullivan County Democrat on July 28, 2026 with same being posted at the Town Hall and website on July 23, 2026.

**NOTICE OF PUBLIC HEARING  
WITH RESPECT TO THE ISSUANCE OF  
REVENUE OBLIGATIONS BY THE  
PUBLIC FINANCE AUTHORITY**

Notice is hereby given that at 7:00 p.m. on Tuesday, August 04, 2026, a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), will be held at the Regular Meeting of the Board of the Town of Thompson, New York, on behalf of the Public Finance Authority, a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303, and 66.0304 of the Wisconsin Statutes, as amended (the "Authority"), with respect to the proposed issuance by the Authority of one or more series of qualified 501(c)(3) bonds (as defined in Section 145 of the Code) (the "Bonds") in an aggregate amount not to exceed \$15,000,000. The hearing will be held in person at Town Hall, 4052 State Route 42, Monticello, NY 12701.

The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, and the proceeds from the sale of the Bonds will be loaned to Congregation Machna Shalva (together with any affiliates, including Yeshiva Ketana of Bobov 45, Inc., 5815 CMS LLC, 1315 CMS LLC, 1462 CMS LLC and 4018 CMS LLC, the "Borrowers") and used to finance: (a) the acquisition by one of the Borrowers of various facilities comprising Camp Iroquois Springs, with a main address of 66 Bowers Road, located in the Hamlet of Rock Hill, Town of Thompson, Sullivan County, New York, and adjacent and proximate sites (collectively, the "Facilities"); and (b) capitalized interest and costs incurred in connection with the issuance of the Bonds (collectively, the "Project"). The Facilities will be owned and operated by one or more of the Borrowers for educational and cultural purposes.

The Bonds will be special, limited obligations of the Authority payable solely from the loan repayments to be made by the Borrowers to the Authority, and certain funds and accounts established by the loan and security agreement for the Bonds. **The Bonds will not be a debt or liability of the Town of Thompson.**

Interested persons wishing to express their views on the Project and the proposed issuance of qualified 501(c)(3) bonds to finance the Project will be given the opportunity to do so at the public hearing. The hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the merits of the Project, its location, the issuance of the Bonds, or related matters.

Dated: July 21, 2026

By Order of the Town Board,  
Town of Thompson

Supervisor Mace said that this is not about approving the sale or the bond. It's about deciding if it is a community benefit, which is why we are having this hearing. He asked all to please limit their comments to that. He called upon Martin S. Miller, Esq. to provide a short presentation explaining the purpose of the request.

Attorney Miller provided a 10-minute presentation. He began by asking whether the group understood escrow closing and how it works. He explained the escrow process involving a typical real-estate transaction. The funds to purchase the property are already in escrow. This bond is not needed to pay for the property. The closing will occur when

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both parties agree on the timing. He stressed that the acquisition is already complete and does not depend on securing a bond. He wanted to remove any doubt about the purchase being contingent. He referenced concerns raised about package plants and sewer situations related to the site.

Attorney Miller highlighted that there is a bond issue connected to upgrading and maintaining the property, aimed at supporting its development and augmentation. He clarified that the property is currently operating lawfully, despite some concerns and complaints, and can continue to do so unless the Department of Health or the Town raises violations. While the property can legally remain as it is, he emphasized that upgrading and improving it would be better for the community.

They showed examples of facilities previously developed by the organization such as schools and daycare centers, to illustrate its track record. He clarified that these types of buildings will not be constructed at the current campsite project, but the examples demonstrate the organization's investment in other properties and highlighted the community benefits that similar investments have brought.

They presented a proposed layout for how the camp might look once developed. Governmental approvals are required before any construction or improvements can occur. The bond approval is not tied to specific buildings or improvements, those decisions rest with the town planning board and relevant state agencies. The proposed layout is a plan, but is not guaranteed to be approved or built. The funding for such development is expected to come from the bond.

Attorney Miller introduced Attorney Steve Barshov of Rockland County. He is more knowledgeable about the bond details. The bond issuance carries no obligation for the Town. It is not backed by government credit, but is a private bond issued through the State of Wisconsin. The bond totals \$15 million, with more than half of the funds in the first two years earmarked for local construction and improvements to the property.

- Year 1: Approx. \$4 million for engineering, architecture, excavation, concrete, lumber, electrical, plumbing, roofing, insulation, sheetrock, flooring, painting, landscaping, and other construction needs.
- Year 2: Approx. \$3.9 million for continued construction and improvements.
- Local impact: Work handled by Fallsburg Lumber, Wagner Masonry, Sullivan Structures, and other local contractors — not by outside labor from other states such as Wisconsin or Illinois.

In total, about \$8 million will be invested locally in the first two years, with additional spending expected later.

Bond funding is dedicated to property improvements, not for purchasing the facility. While the property could technically open now, doing so without upgrades would not serve the public interest. The goal is to enhance the space for users and the community. The property, historically a summer camp (Camp Sequoia), is expected to continue in that role. Any shift to year-round use would require planning board approval. Ultimately, the

bond accelerates upgrades and improvements, ensuring the property remains active and beneficial rather than neglected.

Attorney Miller invited questions from the public and noted that either he or Attorney Barshov could address them, but first called upon Attorney Barshov to give a brief presentation outlining the bond process.

Attorney Barshov expressed appreciation for being present. He explained the nature of tax-exempt bonds. He clarified that tax-exempt bonds are exempt, because investors do not pay income tax on the interest earned, similar to municipal bonds. The tax-exempt bond designation is unrelated to the property itself or its tax-exempt status, which is determined separately by the town tax assessor. He then explained the federal bond program, which requires two reviews: one by the issuing agency (located in Wisconsin) and another by the local authority, in this case Supervisor Mace, to determine whether the project serves the public interest. Finally, he raised the question of defining the public, emphasizing that understanding who constitutes the public is central to evaluating public interest.

The public is not “us and them.” He highlighted that the Orthodox and Hasidic communities have been part of the Town of Thompson and the Catskills for over a century. He emphasized that the area is a mixed community made up of many groups.

The Orthodox and Hasidic communities have operated summer educational facilities in towns like Fallsburg, Thompson, and Liberty. These programs provide religious education during the summer. He contrasted the proposed use with the property’s prior secular camp role, noting that the new plan emphasizes religious education. Courts have consistently upheld such uses as serving the public interest. He cited past case law. The principle is that religious education regardless of faith tradition is presumed to benefit the community.

He acknowledged that questions may arise about tax rates. He reviewed tax roll data for Thompson, noting 10,765 parcels in total. Of these, only 124 (about 1.15%) are classified as religious properties, including churches across multiple denominations. Adding one more parcel would be negligible, and this classification is unrelated to the bond itself. He emphasized that all religious properties whether Orthodox, Catholic, Baptist, Pentecostal, Buddhist are treated the same under tax law. Finally, he cited federal protections under the Religious Land Use and Institutionalized Persons Act (RLUIPA), which ensures religious educational uses are protected equally to secular uses. Denying such use would contradict established law. He concluded that approving the plan clearly serves the public interest.

Supervisor Mace asked if the Town Board had any comments. The Board made the following comments:

Councilwoman Meddaugh encouraged the board to refocus, emphasizing we are not the planning board, but must decide whether the project delivers a significant public benefit.

She stressed that benefit is not limited to economics it also includes environmental impacts, public usage, infrastructure, and alignment with the town's comprehensive plan. She noted this decision sets a precedent for how public benefit is defined, and that broader community factors must be considered alongside economic ones. This is the reason why she said no on having this public hearing.

Supervisor Mace asked if anyone from the public would like to be heard on this matter.

**Public Comments were made as follows:**

Rabbi Ben Halberstam a project representative explained the proposed plans for the property.

Sean Rieber of Rock Hill.

Lesli Halprin a resident of the Town of Thompson.

Pamela Zaitchick of Glen Wild.

Linda Chrisey of Rock Hill.

Michael Gutnick of Rock Hill.

Carolyn Coughlin of the Rock Hill Lake Communities Alliance.

Jessica Lansdale of the Rock Hill Lake Communities Alliance.

Bob Whitaker of Rock Hill.

Chris Potter a concerned citizen.

Barbara Lerner of Bethel. Provided statement read for file.

Marcie Wild of Rock Hill.

Yehuda Feig of Catskill Hatzalah EMS.

Benzion Klein of Monticello.

Menachem Abramovitz a seasonal resident.

Jody Tedaldi of Rock Hill.

Aldis Ansons of Rock Hill.

**(\*\*Full comments are available in the 88-page transcript from the Zoom Recording of the meeting, which are on file in the Town Clerk's Office upon request.)**

Attorney Miller addressed some of the comments that were made. He addressed concerns about tax-exempt status and clarified that whether a property is taxable depends solely on its use and the town assessor, not on the bond or the buyer.

He explained that sales tax is also irrelevant to the bond discussion, since any legitimate nonprofit is already exempt from paying sales tax on construction materials.

A suggestion to pursue a (PILOT) agreement was rejected as unlawful for religious or nonprofit organizations, citing prior New York State court rulings.

He also noted that public benefit does not depend on public access to private property, since no private property is universally accessible.

The bond poses no financial risk to the town or taxpayers; only investors bear risk.

Addressing concerns about facility conditions (such as odors at Iroquois Springs), he argued that improvements require funding, and denying the bond would hinder the ability to fix problems. He emphasized that the organization has a track record of building substantial, well-maintained facilities, not deteriorating bungalow colonies.

He clarified that any major construction, large buildings or expansions must go through the planning board and obtain all required permits, including Department of Health approvals.

Finally, he urged the board not to block funding that would allow needed upgrades, and reminded them that the property will remain regulated and subject to municipal review.

Attorney Barshov emphasized that the Town Board's job is to evaluate the project itself and decide whether it serves the public interest. Concerns raised about whether an out-of-state agency is competent or trustworthy are not relevant to what the board is legally required to consider.

He addressed comments made by Councilwoman Meddaugh noted that issues such as environmental review, development standards, sewer capacity, and other technical matters fall under the jurisdiction of the planning board. He described the planning board as thorough and detail-oriented, supported by engineers and consultants who carefully evaluate environmental and technical impacts.

He concluded that any future problems or questions will be properly handled through the town's established review processes, expressing confidence in the planning board and town staff to do their jobs responsibly.

Councilwoman Meddaugh said this is not this board's role.

After an opportunity for all persons to be heard Supervisor Mace entertained a motion that the public hearing be closed, but left open for written comment for an additional 14-Days until close of business, Tuesday, August 18<sup>th</sup>, 2026. Written comments can be mailed, emailed, or submitted to the Town Clerk. He also advised that there were materials about the project available if anyone would like a copy.

A motion to close the Public Hearing at 8:45 PM, but held open to allow for written comment for 14-Days until close of business, Tuesday, August 18<sup>th</sup>, 2026 was made by Councilman Pavese and seconded by Councilman Benjamin.

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

The Regular Town Board Meeting convened at 8:51 PM.

#### **APPROVAL OF MINUTES:**

On a motion made by Councilman Pavese and seconded by Councilman Benjamin the minutes of the July 7<sup>th</sup>, 2026 Regular Town Board Meeting were approved as presented.

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

On a motion made by Councilman Benjamin and seconded by Councilman Schock the minutes of the July 28<sup>th</sup>, 2026 Special Town Board Meeting were approved with (1) correction as follows: Page 3 – Agenda Item #3: Resolution No. 324 of the Year 2026 should read at a cost of \$50.00 per youth and not \$25.00.

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

#### **PUBLIC COMMENT:**

Aldis Ansons of Rock Hill commented on sales tax being charged on two invoices submitted for payment by Delaware Engineering, DPC. The Town Board agreed that the sales tax will need to be removed and payment will reflect the deduction.

#### **CORRESPONDENCE:**

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

- **NYS Dept. of Taxation and Finance:** Check #11115205, Dated: 07/24/2026 in the amount of \$611,187.61 – NYS Gaming Commission for Resorts World Catskill Casino Distribution 1<sup>ST</sup> Quarter Payment.
- **NY Homes & Community Renewal:** Letter dated 07/22/2026 Re: Certification as a Pro-Housing Community.
- **Town Clerk Calhoun:** Received 07/15/2026 Summons and Verified Complaint from Congregation Machne Ger Vs. County of Sullivan, Town of Thompson, and Fallsburg Central School District.
- **Terrill Gillette, Valuation Consultant of HCA Asset Management, LLC:** Email dated 08/04/2026 to Supervisor Mace Re: NYMIR Property Insurance Appraisals.

- **Heather Jacksy, AICP, Director of SC Planning Department:** Emailed Letter dated 07/21/2026 to Supervisor Mace & Town Board Re: GML-239 Review for Proposed Local Law #4 of 2026 – Temporary Moratorium on Package Plants.

## **AGENDA ITEMS:**

### **1) ACTION: PROPOSED LOCAL LAW #4 OF 2026 - TEMPORARY MORATORIUM ON PACKAGE PLANTS AND DECENTRALIZED INFRASTRUCTURE LAND USE**

Superintendent Messenger expressed support for the temporary moratorium, noting that the town currently has about 30 projects under DEC review and several more before the planning board. He explained that the town lacks updated sewer regulations and zoning tools to properly oversee new private wastewater systems, many of which are failing or discharging improperly. The sewer ordinance dates back to 1986 and has never been modernized. A temporary moratorium would not stop development, but would give the town time to update zoning, strengthen oversight, and ensure responsible growth. He sees the moratorium as a practical step to improve regulations, and protect the community.

Director Carnell reported on issues and the need for a Temporary Moratorium as well. He also asked for clarification on when the Temporary Moratorium would apply to current or pre-existing applications/projects before the Planning Board. After continued discussion it was determined that the Temporary Moratorium would not apply to projects if the Planning Board has already declared Lead Agency. The moratorium is for 12-months, but can be ended sooner.

### **The Following Resolution Was Duly Adopted: Res. No. 337 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  
August 04, 2026

### **RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQR FOR PROPOSED LOCAL LAW NO. 4 OF 2026; MORATORIUM ON LOCAL LAND USES**

**WHEREAS**, the Town Board of the Town of Thompson has conducted an extensive review of the present Zoning Code for the Town of Thompson; and

**WHEREAS**, the Town Board of the Town of Thompson declared itself lead agency pursuant to Resolution dated July 07, 2026 in connection with the review of the local law Imposing a Temporary Moratorium on Local Land Use Approvals for So-Called “Package Plant” and Decentralized Water and Wastewater Infrastructure Facilities within the Town of Thompson, Pending Development of Comprehensive Land Use Regulations”; and

**WHEREAS**, a Short Form Environmental Assessment Form has been filed in connection with the proposed Moratorium; and

**WHEREAS**, a Public Hearing was conducted in connection with the Moratorium on August 4, 2026, wherein said Public Hearing was closed.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Thompson determines that there are no negative environmental impacts that would be caused as a result of the enacting of Local Law 3 of 2026 entitled “A local law Imposing a Temporary Moratorium on Local Land Use Approvals for So-Called “Package Plant” and Decentralized Water and Wastewater Infrastructure Facilities within the Town of Thompson, Pending Development of Comprehensive Land Use Regulations”; and

**FURTHER BE IT RESOLVED**, it is determined that the Town Board of the Town of Thompson makes a negative declaration with regard to any environmental impacts caused as a result of the enacting of Local Law No. 3 of 2026.

Moved by: Councilwoman Melinda S. Meddaugh

Seconded by: Councilman Ryan T. Schock

Adopted on Motion August 04, 2026

|                                     |                                                                     |
|-------------------------------------|---------------------------------------------------------------------|
| Supervisor SCOTT S. MACE            | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Councilman JOHN A. PAVESE           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Councilwoman MELINDA S. MEDDAUGH    | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Councilman RYAN T. SCHOCK           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Councilman RICHARD L. BENJAMIN, JR. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

**The Following Resolution Was Duly Adopted: Res. No. 338 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 August 04, 2026

#### **RESOLUTION TO ENACT LOCAL LAW NO. 03 of 2026**

**WHEREAS**, proposed Local Law No. 04 of the year 2026 entitled, "A Local Law Imposing a Temporary Moratorium on Local Land Use Approvals for So-Called “Package Plant” and Decentralized Water and Wastewater Infrastructure Facilities within the Town of Thompson, Pending Development of Comprehensive Land Use Regulations” was introduced to the Town Board at a meeting held July 07, 2026, at the Town Hall, Monticello, New York, to consider said

proposed Local Law and Notice of Public Hearing having been duly published and posted as required by law, and said Public Hearing having been held and all persons appearing at said Public Hearing deeming to be heard having been heard, and

**WHEREAS**, said Local Law was duly adopted after a Public Hearing.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. 03 for the year 2026, Town of Thompson, State of New York, which Local Law is annexed hereto and made a part hereof.

Moved by: Councilman Ryan T. Schock

Seconded by: Councilwoman Melinda S. Meddaugh

Adopted on Motion August 04, 2026

|                                     |                                         |                                        |
|-------------------------------------|-----------------------------------------|----------------------------------------|
| Supervisor SCOTT S. MACE            | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Councilman JOHN A. PAVESE           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Councilwoman MELINDA S. MEDDAUGH    | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Councilman RYAN T. SCHOCK           | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            |
| Councilman RICHARD L. BENJAMIN, JR. | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> |

LOCAL LAW FILING

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Town of Thompson

Local Law No. 03 of the year 2026

A local law entitled: A local law imposing a Temporary Moratorium on Local Land Use approvals for so-called "Package Plant" and Decentralized Water and Wastewater Infrastructure Facilities within the Town of Thompson, pending development of Comprehensive Land Use Regulations.

Be it enacted by the Town Board of the Town of Thompson as follows:

**SECTION 1. TITLE** This Local Law shall be known and may be cited as the "Town of Thompson Package Plant and Decentralized Infrastructure Land Use Moratorium Law of 2026."

**SECTION 2. AUTHORITY** This Local Law is enacted pursuant to the authority granted to the Town of Thompson by:

- (a) Article IX of the New York State Constitution;

(b) The Municipal Home Rule Law of the State of New York, including Sections 10 and 22 thereof;

(c) The Statute of Local Governments of the State of New York;

(d) Town Law of the State of New York, including Sections 261 through 265 (Zoning Authority); and

(e) The State Environmental Quality Review Act (SEQRA), Environmental Conservation Law, Article 8, and its implementing regulations at 6 NYCRR Part 617.

### **SECTION 3. FINDINGS AND PURPOSE**

The Town Board of the Town of Thompson hereby finds and declares as follows:

(a) Nature of Package Plant and Decentralized Infrastructure. So-called “package plants” – more broadly referred to as “decentralized infrastructure” – are pre-manufactured, modular, compact water supply or wastewater treatment systems assembled in a factory and transported to a site. They are commonly proposed for use in small communities, residential subdivisions, and rural areas. Such systems are privately owned and operated, located near the point of demand for water or the point of generation of wastewater, and serve multiple customers through a defined service area. Examples include package wastewater treatment plants, modular sewerage treatment facilities, private community water supply systems, and associated collection, distribution, and treatment infrastructure.

(b) Scope of this Moratorium. The Town Board recognizes that decentralized infrastructure is subject to the regulatory jurisdiction of multiple state and federal agencies, including New York State Department of Environmental Conservation (NYSDEC), the New York State Department of Health (NYSDOH), the New York State Public Service Commission (PSC), and, in applicable areas, the Delaware River Basin Commission (DRBC), and that these

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agencies exercise authority over the permitting, design, construction and operation of such systems. This Local Law does not purport to ban, prohibit, or supersede such state or federal regulatory authority. Rather, this Local Law is directed solely at the Town’s own local land use and zoning approval processes, which are squarely within the Town’s jurisdiction and which present an independent layer of review distinct from state and federal permitting.

(c) Local Law Use Authority. The New York State training materials on so-called package plants presented to Sullivan County municipalities in January 2026 by Delaware Engineering, D.P.C. confirm that, while municipalities cannot ban decentralized infrastructure as a matter of utility regulation, municipalities CAN and SHOULD treat these systems as land uses within their zoning codes, require special use permits, impose dimensional and performance standards, require creation of special utility districts to facilitate future public ownership, and use the authority of the Transportation Corporations Law (TCL) and local law to protect against

abandonment and disinvestment. The moratorium imposed by this Local Law is designed to create the time and space for the Town to implement precisely such a regulatory framework.

(d) **Identified Problems.** The Town Board finds that decentralized infrastructure, when not properly regulated as a land use, creates significant potential risks, including: (i) inadequate treatment quality that may not meet regulatory requirements in practice; (ii) improper maintenance, operational failures, and flow variability sensitivity; (iii) limited capacity and inflexibility in the face of variable demands; (iv) poor siting relative to residences, waterbodies, wetlands, floodplains, and community character; (v) noise, odor, and visual impacts on neighboring properties; (vi) disinvestment and abandonment by private owners, which can leave the Town and its residents responsible for failing systems; and (vii) inadequately constructed or installed facilities that may degrade groundwater and surface water quality.

(e) **Absence of Adequate Local Regulations.** The Town of Thompson's current zoning regulations do not adequately address community water supply systems, package wastewater treatment plans, or other decentralized infrastructure as distinct land uses. The Town has not adopted: (i) a use classification for such facilities; (ii) dimensional standards (setbacks from property lines, waterbodies, wetlands, floodplains, and residences; (iii) performance standards (noise, odor, treatment quality, operations plans); (iv) requirements for creation of water or sewer districts to overlay service areas; (v) bonding and financial security requirements to protect against abandonment; (vi) decommissioning and restoration requirements. The absence of such regulations exposes the Town and its residents to significant risk.

(f) **Growth Pressure.** Sullivan County, including the Town of Thompson, has experienced and continues to experience pressure from residential subdivision and development proposals. Such proposals, particularly in areas without access to municipal water or sewer service, may propose the use of decentralized infrastructure to serve multiple lots or structures. Without adequate local land use regulations, the Town lacks the tools to ensure that such infrastructure is sited, designed, constructed, operated, and financially secured in a manner that is protective of public health, community character, and the environment.

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(g) **Consultation with Experts.** The Town Board notes that Sullivan County and its municipalities have engaged in educational efforts regarding decentralized infrastructure, including the Sullivan County training session of January 27, 2026, and recognizes the expertise and recommendations of Delaware Engineering, D.P.C. and other professionals that local regulations should: treat package plants as land uses; require special permits; impose siting, dimensional, and performance standards; require special district overlays; use the TCL; and always consider private infrastructure as future public infrastructure.

(h) **Purpose.** The purpose of this Local Law is to protect the public health, safety and welfare of the residents of the Town of Thompson by imposing a temporary Moratorium on the acceptance, processing, and approval of local land use applications for new package plant and decentralized water or wastewater infrastructure facilities, while the Town develops, reviews, and

adopts comprehensive land use regulations addressing such facilities as land uses, including appropriate special use permit requirements, dimensional and performance standards, and financial security provisions.

#### **SECTION 4. DEFINITIONS**

As used in this Local Law, the following terms shall have the following meanings set forth below:

(a) “Package Plant” or Decentralized Infrastructure” means any privately owned, pre-manufactured, modular, or otherwise privately constructed and operated water supply system or wastewater collection, treatment, or disposal system – other than an individual on-site septic system serving a single residential or commercial structure – that is designed, intended, or used to serve more than one lot, structure, unit, or customer through a defined or anticipated service area. The term includes, without limitations:

(i) Package wastewater treatment plants, modular sewage treatment facilities, and any associated collection systems, pump stations, force mains, gravity sewers, or lateral connections serving more than one structure or lot;

(ii) Private community water supply systems, water-works facilities, and any associated distribution mains, storage tanks, booster pumps, treatment facilities, and service connections serving more than one structure or lot;

(iii) Sewage-works corporations formed under Article 10 of the Transportation Corporations Law and water-works corporations formed under Article 4 of the Transportation Corporations Law; and

(iv) Any other decentralized or distributed water supply or wastewater infrastructure serving multiple customers, regardless of ownership structure.

(b) The term “Package Plant” or “Decentralized Infrastructure does NOT include:

(i) An individual on-site septic system serving a single residential or commercial structure on a single lot, where such system does not serve any other lot, structure, or customer;

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(ii) A publicly owned and operated water supply or wastewater system owned and operated by the Town of Thompson, a Town special district, Sullivan County, or another governmental entity;

(iii) The repair, routine maintenance, or like-for-like replacement of a lawfully existing Package Plan or Decentralized Infrastructure facility, provided such repair or replacement does not expand capacity, extend the service area, or add new connections; or

(iv) Facilities that are exempt from this Local Law pursuant to Section 6 hereof.

(c) “Local Land Use Approval” means any zoning amendment, rezoning, variance, special use permit, site plan approval, subdivision approval, building permit, certificate of occupancy, or any other municipal permit, license, authorization, or approval required under the Town Code, the Town’s Zoning Law, or any applicable local law, including not limited to any

consent required under Article 4 or Article 10 of the Transportation Corporations Law by action of the Town Board.

(d) “Moratorium Period” means the period during which this Local Law is in effect, as set forth in Section 7 hereof.

(e) “Pending Application” has the meaning set forth in Section 6 hereof.

## **SECTION 5. MORATORIUM ON LOCAL LAW USE APPROVALS**

(a) Moratorium Imposed. During the Moratorium Period, no Town officer, board, agency, department, or employee shall:

(i) Accept, process, refer, or act upon any new application for a Local Land Use Approval for the siting, construction, installation, establishment, or expansion of any Package Plant or Decentralized Infrastructure facility within the Town of Thompson;

(ii) Issue any building permit or certificate of occupancy for any building or structure associated with a new Package Plant or Decentralized Infrastructure facility;

(iii) Approve any site plan, subdivision, or special use permit that contemplates the use of a Package Plant or Decentralized Infrastructure facility to serve proposed lots, structures, or units, where such facility has not already received all required Local Land Use Approvals prior to the effective date of this Local Law;

(iv) Grant consent under Article 4 or Article 10 of the Transportation Corporations Law to the formation of a new water-works corporation or sewage-works corporation within the Town; or

(v) Approve any application to amend the Town’s Zoning Map or Zoning Law to permit or accommodate new Packet Plant or Decentralized Infrastructure uses not currently permitted, where such amendment is sought to facilitate a specific pending project.

(b) Scope. The moratorium imposed by this Section applies only to the Town’s Local Land Use approval process. Nothing in this Local Law shall be construed to affect, delay, or modify any proceedings before the NYSDEC, NYSDOH, the PSC, the DRBC, or any other state or federal regulatory agency with jurisdiction over the permitting, design, construction, or operation of water supply or wastewater systems. An applicant may continue to pursue state and

federal permits during the Moratorium Period; however, the Town shall not issue any Local Law Use Approval during the Moratorium Period except as provided in Section 6 hereof.

## **SECTION 6. EXEMPTION FOR PENDING APPLICATIONS**

(a) Exemption. Notwithstanding the moratorium imposed by Section 5, any application for a Local Land Use Approval that was duly filed and accepted by the applicable Town Board, officer, or department and the reviewing agency has declared themselves lead agency prior to the effective date of this Local Law, and that proposes to use a Package Plant or

Decentralized Infrastructure facility to serve the subject project, shall be exempt from the moratorium and may continue to be processed, reviewed, and acted upon in the ordinary course.

(b) **Definition of Pending Application.** For purposes of this Section, a “Pending Application” means an application that: (i) was submitted in writing to the Town Clerk, the Planning Board, the Zoning Board of Appeals, the Code Enforcement Officer, or any other Town Board or official prior to the effective date of Local Law; (ii) was accepted by the Town as a complete submission, or was acknowledged in writing as received and under review, prior to the effective date of this Local Law, and; (iii) has progressed to a stage where the Town Planning Board has declared themselves lead agency over the project. An application that was submitted but has not yet had the Planning Board declare lead agency over the project nor been accepted as complete as of the effective date, or that was submitted in anticipation of this moratorium without prior substantive review, shall not qualify as a Pending Application.

(c) **No Acceleration.** The exemption provided by this Section does not accelerate, limit, or modify the substantive review process applicable to any Pending Application. Pending Applications shall continue to be subject to all applicable provisions of the Town Code, the Zoning Law, SEQRA, and any other applicable law or regulation, including any requirements that may be adopted by the Town during the Moratorium Period as conditions of approval.

(d) **Register of Pending Applications.** Within thirty (30) days of the effective date of this Local Law, the Town Clerk, in consultation with the Planning Board Chair, the Zoning Board of Appeals Chair, and the Code Enforcement Officer, shall complete and maintain a register of all Pending Applications as of the effective date. The register shall be available for public inspection at the Town Clerk’s Office. Inclusion in or omission from the register shall not be dispositive of whether an application qualifies as a Pending Application; such determination shall be made by the Town Attorney in the event of a dispute.

(e) **Conditions of Pending Applications.** The Town Board reserves the right to impose, as a condition of any Local Land Use Approval granted for a Pending Application during or after the Moratorium Period, such requirements as the Town determines are necessary to protect the public health, safety, and welfare, including but not limited to: (i) performance bonds and financial security; (ii) creation of a special water or sewer district overlaying the service area; (iii) operations and maintenance plans; (iv) decommissioning plans; (v) monitoring and reporting requirements; and (vi) an irrevocable offer of cession to the Town or applicable district.

## **SECTION 7. DURATION AND TERMINATION**

(a) **Effective Date.** This Local Law shall take effect immediately upon filing with the Secretary of State of the State of New York in accordance with Municipal Home Rule Law Section 27.

(b) Duration. This Local Law shall remain in effect for a period of twelve (12) months from its effective date, unless sooner terminated or extended by Resolution or local law of the Town Board adopted at a duly noticed public meeting.

(c) Extension. The Town Board may, by Resolution adopted at a duly noticed public meeting, extend the Moratorium Period for one or more additional periods not to exceed six (6) months each, upon a finding that additional time is necessary to complete the zoning review described in Section 8 hereof; provided, however, that the total Moratorium Period, including any extensions, shall not exceed twenty-four (24) months from the initial effective date without re-enactment.

(d) Early Termination. The Town Board may, by Resolution, terminate this Moratorium prior to the expiration of the Moratorium Period upon a finding that the Town has completed the review described in Section 8 and has adopted comprehensive land use regulations for Package Plant and Decentralized Infrastructure facilities.

**SECTION 8. TOWN REVIEW OBLIGATIONS** During the Moratorium Period During the Moratorium Period, the Town Board, in consultation with the Planning Board, the Town Attorney, and such engineering, planning, legal, and environmental consultants as the Town Board may retain, shall undertake a comprehensive land use review that shall include, without limitation:

(a) Classification as a Land Use. Develop and adopt definitions and use classifications for Package Plant and Decentralized Infrastructure facilities as land uses in the Town's Zoning Law, including: (i) classification as a special use permit (Type II) requiring Planning Board approval; (ii) separate use classifications for wastewater treatment facilities and water supply systems; and (iii) applicability across all Zoning districts, with specific provisions regarding where such uses may or may not be permitted.

(b) Dimensional and Siting Standards. Develop site-specific dimensional and siting requirements, including minimum setbacks from: (i) property lines; (ii) residences and occupied structures; (iii) watercourses, streams, rivers, lakes and ponds; (iv) wetlands and their buffers; (v) floodplains; (vi) private wells and groundwater supply area; and (vii) public roads and rights-of-way.

(c) Performance Standards. Develop performance standards addressing: (i) noise and vibration; (ii) odor control and enclosure of offensive components; (iii) visual screening and landscaping; (iv) stormwater management; (v) groundwater and surface water quality protection; (vi) treatment quality monitoring and reporting; and (vii) operations plans for normal, seasonal, high-flow, and low-flow conditions.

(d) Financial Security and Abandonment Protection. Develop requirements designed to protect the Town and its residents against disinvestment and abandonment, including: (i) performance bonds for construction completion; (ii) operations and maintenance escrow or

guarantee for a minimum of five (5) years; (iii) escrow of corporate stock and/or an irrevocable offer of cession of the facility to the Town or applicable special district; (iv) decommissioning security; and (v) requirements consistent with the mandatory provisions of Article 10 of the Transportation Corporations Law for sewage-works corporations and equivalent locally-imposed requirements for water-works corporations.

(e) Special District Overlay. Evaluate and develop requirements for applicants proposing Package Plant or Decentralized Infrastructure facilities to establish, or petition the Town to establish, a water or sewer district under Town Law Article 12 or 12-A, overlaying the proposed service area, so as to facilitate future public ownership and cost recovery in the event of abandonment or failure.

(f) Transportation Corporations Law Compliance. Review the mandatory requirements of Transportation Corporations Law Article 10 applicable to sewage-works corporations and develop: (i) a checklist and application requirements to ensure all such requirements are satisfied; (ii) a local law extending equivalent requirements to water-works corporations, as the existing law's mandatory protections apply only to sewage-works; and (iii) a standard form of irrevocable offer of cession.

(g) Comprehensive Plan Review. Review the Town's Comprehensive Plan to determine whether it addresses, or should be amended to address the siting and regulation of Package Plant and Decentralized Infrastructure facilities.

(h) Public Engagement. Conduct at least one public hearing or workshop to receive comment from residents, property owners, developers, engineers, and other interested parties regarding the appropriate regulation of Package Plant and Decentralized Infrastructure facilities within the Town.

(i) Agency Consultation. Consult with NYSDEC, NYSDOH, the PSC, the DRBC, the Sullivan County Planning Department, the Sullivan County Department of Public Works, and neighboring municipalities regarding the impacts and appropriate regulation of decentralized water and wastewater infrastructure.

## **SECTION 9. HARDSHIP WAIVER**

(a) Any person or entity adversely affected by this Local Law may apply to the Town Board for a waiver from the requirements of Section 5 hereof on the grounds of undue hardship.

(b) A waiver shall be granted only upon a written finding by the Town Board that: (i) the applicant will suffer an unnecessary hardship if the waiver is denied; (ii) the proposed Package Plant or Decentralized Infrastructure facility will not cause significant adverse impacts on public health, the environment, neighboring properties, or community character; (iii) granting the waiver is consistent with the propose of this Local Law; and (iv) the applicant agrees to be

bound by such conditions as the Town Board deems necessary to protect the public interest, which shall include at minimum the requirements described in Section 8(d) hereof.

(c) An application for a waiver shall be submitted in writing to the Town Clerk and shall include: (i) a description of the proposed project and facility; (ii) a detailed statement of the hardship claimed; (iii) engineering documentation from a licensed New York State professional engineer describing the proposed facility and its design, capacity, service area, treatment

performance, and operations and maintenance plan; (iv) a financial security plan; and (v) such other information as the Town Board may require. The Town Board shall schedule a Public Hearing on any complete waiver application within sixty (60) days of receipt.

**SECTION 10. SEQRA DETERMINATION.** The Town Board has determined that this Local Law is a Type II action pursuant to 6 NYCRR Part 617.5(c)(33) of the State Environmental Quality Review Act regulations as the promulgation of a regulation, policy, or local law in connection with continuing agency administration and management, and therefore is not subject to environmental review under SEQRA. In the alternative, if the Town Board determines this is an Unlisted Action, the Town Board finds that, as a temporary protective land use regulation that authorizes no physical alteration of the environment, there will be no significant adverse environmental impact, and adopts a Negative Declaration pursuant to SEQRA.

#### **SECTION 11. PENALTIES AND ENFORCEMENT**

(a) Any person, corporation, partnership, limited liability company, or other entity that violates any provision of this Local Law or causes or assists another to do so shall be subject to a fine of not less than Two Hundred Fifty Dollars (\$250) nor more than Two Thousand Five Hundred Dollars (\$2,500) for each offense. Each day on which a violation continues shall constitute a separate and distinct offense.

(b) In addition to such penalties, the Town may seek injunctive relief in any court of competent jurisdiction to restrain or enjoin any violation of this Local Law.

(c) Nothing in this Section shall be construed to limit any other remedy available to the Town under law or equity.

**SECTION 12. SEVERABILITY** If any provision of this Local Law or its application to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision or application that can be given effect without the invalid provision or application, and the provisions of this Local Law are declared to be severable.

**SECTION 13. SUPERSESION** To the extent that any provision of this Local Law is inconsistent with any provision of the Town Law of the State of New York or any other state statute, this Local Law is intended, pursuant to Municipal Home Rule Law Section 10, to supersede such inconsistent provisions solely with respect to the Town's local land use and zoning authority, and not with respect to any state or federal regulatory authority over water or wastewater systems.

**SECTION 14. EFFECTIVE DATE** This Local Law shall take effect immediately upon filing with the Secretary of State of the State of New York pursuant to Municipal Home Rule Law Section 27.

**2) KIAMESHA LAKE WWTP – RESOLUTIONS TO AWARD 3 OF 4 CONTRACTS - ELECTRICAL, HVAC, & PLUMBING**

**The Following Resolution Was Duly Adopted: Res. No. 339 of the Year 2026.**

**RESOLUTION TO AWARD BIDS ASSOCIATED WITH THE  
KIAMESHA LAKE WASTEWATER TREATMENT PLANT UPGRADE PROJECT  
(CWSRF PROJECT # C3-5378-06-01)**

**WHEREAS**, since 2020 the Town Board of the Town of Thompson (“TOWN”) has been advancing a project to upgrade the Kiamesha Lake Wastewater Treatment Plant (the “PROJECT”); and

**WHEREAS**, the Town executed a Project Financing Agreement (“PFA”) with the New York Environmental Facilities Corporation (“NYSEFC”) on August 8, 2024 that provides significant funding for the improvements under Project No. C3-5378-06-01, and

**WHEREAS**, construction bids were received for the project on July 9, 2026 and the combined cost of the low bids for the four prime contracts (General, Electrical, HVAC and Plumbing) are within the currently financed project budget; and

**WHEREAS**, bid review and award recommendation packages were prepared by Delaware Engineering, DPC (Delaware) and submitted to the Town on July 30, 2026 recommending award of the Electrical, HVAC and Plumbing contracts to the most responsible low bidders; and

**WHEREAS**, review of the General Contract bids is continuing and are anticipated to be ready with an award recommendation in the near future; and

**WHEREAS**, in order to move forward with contracting with three of the four prime contracts, the Town Board is now able to consider the bid review and award recommendations and

- **THEREFORE, BE IT RESOLVED**, it is determined that the Town Board of the Town of Thompson accepts the bid review and award recommendations and approves the award of the following contracts, and authorizes the Town Supervisor execute the necessary paperwork (e.g., Notice of Award, Notice to Proceed, Agreement, Change Orders, Certificate of Substantial Completion, etc.) for contract initiation through completion of the work.

Contract No TT1-E-26 - Electrical:

**Contract Awarded to: West-Fair Electric Contractors, Inc. (Hawthorne, NY)**

Base Bid Price: \$4,100,000

Motion by: Councilman Richard L. Benjamin, Jr.

Seconded by: Councilman Ryan T. Schock

Roll call:

The members of the Town Board voted as follows:

Supervisor Scott S. Mace: Yes

Melinda S. Meddaugh: Yes

Richard L. Benjamin, Jr.: Yes

Ryan T. Schook: Yes

John A. Pavese: Yes

Motion Carried: Yes

**The Following Resolution Was Duly Adopted: Res. No. 340 of the Year 2026.**

**RESOLUTION TO AWARD BIDS ASSOCIATED WITH THE  
KIAMESHA LAKE WASTEWATER TREATMENT PLANT UPGRADE PROJECT  
(CWSRF PROJECT # C3-5378-06-01)**

**WHEREAS**, since 2020 the Town Board of the Town of Thompson (“TOWN”) has been advancing a project to upgrade the Kiamesha Lake Wastewater Treatment Plant (the “PROJECT”); and

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**WHEREAS**, construction bids were received for the project on July 9, 2026 and the combined cost of the low bids for the four prime contracts (General, Electrical, HVAC and Plumbing) are within the currently financed project budget; and

**WHEREAS**, bid review and award recommendation packages were prepared by Delaware Engineering, DPC (Delaware) and submitted to the Town on July 30, 2026 recommending award of the Electrical, HVAC and Plumbing contracts to the most responsible low bidders; and

**WHEREAS**, review of the General Contract bids is continuing and are anticipated to be ready with an award recommendation in the near future; and

**WHEREAS**, in order to move forward with contracting with three of the four prime contracts, the Town Board is now able to consider the bid review and award recommendations and

- **THEREFORE, BE IT RESOLVED**, it is determined that the Town Board of the Town of Thompson accepts the bid review and award recommendations and approves the award of the following contracts, and authorizes the Town Supervisor execute the necessary paperwork (e.g., Notice of Award, Notice to Proceed, Agreement, Change Orders, Certificate of Substantial Completion, etc.) for contract initiation through completion of the work.

Contract No TT1-HV-26 - HVAC:

**Contract Awarded to: A. Treffeisen & Sons LLC (Oneonta, NY)**

Base Bid Price: \$918,400

Motion by: Councilman John A. Pavese

Seconded by: Councilman Ryan T. Schock

Roll call:

The members of the Town Board voted as follows:

Supervisor Scott S. Mace: Yes

Melinda S. Meddaugh: Yes

Richard L. Benjamin, Jr.: Yes

Ryan T. Schook: Yes

John A. Pavese: Yes

Motion Carried: Yes

**The Following Resolution Was Duly Adopted: Res. No. 341 of the Year 2026.**

**RESOLUTION TO AWARD BIDS ASSOCIATED WITH THE  
KIAMESHA LAKE WASTEWATER TREATMENT PLANT UPGRADE PROJECT  
(CWSRF PROJECT # C3-5378-06-01)**

**WHEREAS**, since 2020 the Town Board of the Town of Thompson (“TOWN”) has been advancing a project to upgrade the Kiamesha Lake Wastewater Treatment Plant (the “PROJECT”); and

**WHEREAS**, the Town executed a Project Financing Agreement (“PFA”) with the New York Environmental Facilities Corporation (“NYSEFC”) on August 8, 2024 that provides

significant funding for the improvements under Project No. C3-5378-06-01, and

**WHEREAS**, construction bids were received for the project on July 9, 2026 and the combined cost of the low bids for the four prime contracts (General, Electrical, HVAC and Plumbing) are within the currently financed project budget; and

**WHEREAS**, bid review and award recommendation packages were prepared by Delaware Engineering, DPC (Delaware) and submitted to the Town on July 30, 2026 recommending award of the Electrical, HVAC and Plumbing contracts to the most responsible low bidders; and

**WHEREAS**, review of the General Contract bids is continuing and are anticipated to be ready with an award recommendation in the near future; and

**WHEREAS**, in order to move forward with contracting with three of the four prime contracts, the Town Board is now able to consider the bid review and award recommendations and

- **THEREFORE, BE IT RESOLVED**, it is determined that the Town Board of the Town of Thompson accepts the bid review and award recommendations and approves the award of the following contracts, and authorizes the Town Supervisor execute the necessary paperwork (e.g., Notice of Award, Notice to Proceed, Agreement, Change Orders, Certificate of Substantial Completion, etc.) for contract initiation through completion of the work.

Contract No TT1-P-26 - Plumbing:

**Contract Awarded to: S&O Construction (Pleasant Valley, NY)**

Base Bid Price: \$226,910

Motion by: Councilwoman Melinda S. Meddaugh

Seconded by: Councilman Richard L. Benjamin, Jr.

Roll call:

The members of the Town Board voted as follows:

Supervisor Scott S. Mace: Yes

Melinda S. Meddaugh: Yes

Richard L. Benjamin, Jr.: Yes

Ryan T. Schook: Yes

John A. Pavese: Yes

Motion Carried: Yes

**3) DISCUSS & AUTHORIZE – DEVELOPER’S AGREEMENT FOR SACKETT LAKE LP**  
**The Following Resolution Was Duly Adopted: Res. No. 342 of the Year 2026.**

Resolved, that the Town Board hereby approves the Developer’s Agreement between Sackett Lake LP and the Town of Thompson for the Sackett Lake PUD #7 “Project” located on Sackett Lake Road near NYS Route 42 South subject to receipt of Restoration Bond and Inspection Fees. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute said agreement as presented once Restoration Bond and Inspection Fees have been provided. A fully executed copy will be filed in the Town Clerk’s Office and available for review upon request once executed.

Motion by: Councilman Benjamin                      Seconded by: Councilman Pavese

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

Nays 0

**4) REVIEW & APPROVE - PROPOSAL FOR CYBER INSURANCE COVERAGE**  
**WITH CFC GROUP, INSURANCE EFFECTIVE 08/05/2026 – 08/05/2027, TOTAL**  
**COST OF \$6,930.50**

**The Following Resolution Was Duly Adopted: Res. No. 343 of the Year 2026.**

Resolved, that the Town Board of the Town of Thompson hereby approves the insurance quote for Cyber Insurance Coverage with CFC Group for issuance of a Cyber Insurance Policy with aggregate limit of \$2,000,000.00, deductible \$5,000.00 for a total premium of \$6,930.50 effective August 5<sup>th</sup>, 2026 to August 5<sup>th</sup>, 2027.

(Procurement: Obtained 3-Price Quotes as follows: Cowbell Insurance \$7,793.00, Spinnaker Insurance \$6,985.00 & CFC Group \$6,930.50.)

Moved by: Councilwoman Meddaugh                      Seconded by: Councilman Schock

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

Nays 0

**5) SET JOINT PUBLIC HEARING DATE – ANNEXATION REQUEST OF VPK**  
**CAPITAL, LLC FOR 25 HAY STREET, MONTICELLO, SBL # 22.-1-4**

**The Following Resolution Was Duly Adopted: Res. No. 344 of the Year 2026.**

Resolved, that the Town of Thompson authorizes holding a Joint Public Hearing with the Village of Monticello on Wednesday, September 16, 2026 at 6:00 P.M. to be held at the Village of Monticello Village Hall, 2 Pleasant Street, Monticello NY for the purpose of considering the annexation petition of VPK Capital, LLC for property located 25 Hay Street, Monticello presently located in the Town of Thompson, SBL # 22.-1-4. Notice of said hearing will be published in the official newspapers for the Town, which requires Village publication as well.

Moved by: Councilman Pavese                      Seconded by: Councilman Schock

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

Nays 0

**6) DISCUSS & APPROVE – (NYSLRS) STANDARD WORKDAY & REPORTING RESOLUTION**

**The Following Resolution Was Duly Adopted: Res. No. 345 of the Year 2026.**

Resolved, that the Standard Work Day and Reporting Resolution for 2026 is hereby established and adopted as presented. The full text of this Resolution can be found appended to these minutes.<sup>1</sup>

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

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

**The Following Resolution Was Duly Adopted: Res. No. 346 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                                              \$24,993.82 Total Cost (Revised)**  
Invoice # 24-3143-14 – Engineering services through June 2026 for the Emerald Green WWTP Phase 2 Plant Upgrades Project.

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

**The Following Resolution Was Duly Adopted: Res. No. 347 of the Year 2026.**

**Slack Chemical                                                              \$5,059.00 Total Cost**  
Invoice # 505333 – SternPac for Consolidated Rock Hill/Emerald Green SD  
(Procurement: Sole Source)  
Moved by: Councilman Benjamin                      Seconded by: Councilman Schock  
Vote: Ayes 5              Mace, Pavese, Schock, Meddaugh, and Benjamin  
      Nays 0

**8) BUDGET TRANSFERS & AMENDMENTS**

There were no budget transfers or amendments.

**9) ORDER BILLS PAID**

**The Following Resolution Was Duly Adopted: Res. No. 348 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.<sup>2</sup>

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<sup>1</sup> ATTACHMENT: RES. NO. 345 OF THE YEAR 2026 – STANDARD WORK DAY & REPORTING RESOLUTION.

<sup>2</sup> ATTACHMENT: ORDER BILLS PAID

Seconded by: Councilwoman Meddaugh

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

Nays 0

**OLD BUSINESS:**

There was no old business reported on.

## NEW BUSINESS:

**1) PURCHASE REQUEST: PARKS & RECREATION DEPARTMENT – ROOF MATERIALS FOR MAINTENANCE BUILDING AT LAKE IDA PARK**

**The Following Resolution Was Duly Adopted: Res. No. 349 of the Year 2026.**

Resolved, that the purchase request of Superintendent Glenn Somers for the Parks & Recreation Department hereby be approved as follows:

**Fallsburg Lumber Co., Inc.**

**\$8,818.69 Total Cost**

Price Quote # 2607-585949 – Metal Roof Materials for Maintenance Building at Lake  
Ida Park.

(Procurement: (1) Additional Price Quote obtained as follows: 1) Wyde Lumber & Supply Corp., Price Quote # 2607-064493 for \$8,912.40 total cost.)

Moved by: Councilman Pavese

Seconded by: Councilman Benjamin

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

Nays 0

**2) APPROVE BILL FROM WIRE PRO ELECTRIC IN THE AMOUNT OF \$4,134.46  
FOR LIGHT POLE REPLACEMENT NEAR EXIT 105, NYS ROUTE 42**

**The Following Resolution Was Duly Adopted: Res. No. 350 of the Year 2026.**

Resolved, that the following work be approved, as per the Streetlight Maintenance Agreement and payment as follows:

## WirePro Electric

**\$4,134.46 Total Cost**

Estimate # 11817 – \$4,134.46 for Light Fixture Replacement in the Route 42 Lighting District along NYS Route 42 near Exit 105 as a result of a car accident.

Moved by: Councilman Benjamin

Seconded by: Councilman Schock

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

Nays 0

### 3) DISCUSSION: VILLAGE OF ATERES (IMA) – BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY ISSUES

Director Carnell reported on a concern regarding the (IMA) with the Village of Ateres involving the building inspections and construction monitoring services on building permits issued by our Building Department. A discussion was held regarding this

matter, including the issuance of certificate of occupancies and also involving the current sewer usage with the sewage pump station and electrical issues. Attorney Mednick will prepare a letter to the Village of Aterres Board of Trustees regarding the specific issues.

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

### **Supervisor Mace**

- **Sullivan County Workforce Development Program** – Supervisor Mace said the Sullivan County Workforce Development Program has been working out successfully.

### **Councilman Pavese**

- Monticello Elks Lodge Annual Seasonal Chicken BBQ – Held this Wednesday, tomorrow August 5<sup>th</sup>, 2026 from 4PM-7PM.
- The Bagel Festival event will be held on Broadway in Monticello, Sunday, August 9<sup>th</sup>, 2026, 9am-4pm.

### **Superintendent Carnell**

- Touch a Truck Event – Monday, August 10<sup>th</sup>, 2026 at the East Mongaup River Town Park, 9am to 12pm.

### **Superintendent Somers**

- Red Bulls Soccer Game Bus Trip on Saturday, August 1<sup>st</sup>, 2026.

### **Superintendent Messenger**

- Increased flow issues in Emerald Green Sewer District due to extensive rain fall in a short period of time, 4-inches of rain over a 48-hour period. The use of individual Sump Pumps is an issue, which needs to be addressed in the future.

### **Director Weyer**

- Sullivan County Youth Bureau Funding is available and due 08/21/2026. She would like approval to apply for both the Youth Development Program and the Youth Sports & Education Program.

## **SULLIVAN COUNTY YOUTH BUREAU GRANT FUNDING APPLICATIONS: YOUTH DEVELOPMENT PROGRAM AND THE YOUTH SPORTS & EDUCATION PROGRAM** **The Following Resolution Was Duly Adopted: Res. No. 351 of the Year 2026.**

Resolved, that the Town Board of the Town of Thompson hereby authorizes Director Weyer to apply for grant funding through the Sullivan County Youth Bureau for both the Youth Development Program and the Youth Sports & Education Opportunity Program and that the Supervisor be authorized to execute said applications.

Moved by: Councilman Benjamin                      Seconded by: Councilman Schock

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

Nays 0

### **PUBLIC COMMENT**

Jody Tedaldi of Rock Hill commented on the excessive speed along Wild Turnpike in Rock Hill. She would like the speed zone reduced from 45 MPH to 35 MPH. Both Councilman Benjamin and Highway Supt. Carnell explained the process of a Speed Zone reduction. Councilman Benjamin advised that the State sets the speed zones.

### **ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION**

- 08/18/26 at 7PM: Regular Town Board Meeting.

### **EXECUTIVE SESSION**

On a motion made by Councilwoman Meddaugh and seconded by Councilman Pavese the Town Board entered into Executive Session at 9:30 PM to discuss a potential Real Estate matter involving Grant Funding.

The Zoom Livestream Videoconferencing connection was disconnected.

The Executive Session was held.

The Town Board returned from Executive Session at 9:52 PM, motion by Councilman Schock and seconded by Councilwoman Meddaugh.

There was no action taken.

### **ADJOURNMENT**

On a motion made by Councilman Schock and seconded by Councilman Pavese the meeting was adjourned at 9:52 PM. All board members voted in favor of adjourning the meeting.

**Respectfully Submitted By:**



**Marilee J. Calhoun, Town Clerk**

Received Date

**Standard Work Day and  
Reporting Resolution for  
Elected and Appointed Officials**

Employer Location Code

3 0 2 8 3

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

**RS 2417-A**

(Rev.12/23)

BE IT RESOLVED, that the Town of Thompson / 30283 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

(Name of Employer)

(Location Code)

| Name                        | Social Security Number | NYSLRS ID | Title                  | Current Term Begin & End Dates | Standard Work Day | Record of Activities Result | Not Submitted            | Pay Frequency | Tier 1                   |
|-----------------------------|------------------------|-----------|------------------------|--------------------------------|-------------------|-----------------------------|--------------------------|---------------|--------------------------|
| <b>Elected Officials:</b>   |                        |           |                        |                                |                   |                             |                          |               |                          |
| Scott S. Mace               |                        |           | Supervisor             | 1/1/26-12/31/26                | 6                 | 27.44                       | <input type="checkbox"/> | Bi-Weekly     | <input type="checkbox"/> |
| Melinda Meddaugh            |                        |           | Town Council           | 1/1/26-12/31/28                | 6                 | 7.47                        | <input type="checkbox"/> | Bi-Weekly     | <input type="checkbox"/> |
| Hayden Carnell              |                        |           | Highway Superintendent | 1/1/26-12/31/28                | 7                 | 28.89                       | <input type="checkbox"/> | Bi-Weekly     | <input type="checkbox"/> |
| <b>Appointed Officials:</b> |                        |           |                        |                                |                   |                             |                          |               |                          |
| Michael B. Mednick          |                        |           | Town Attorney          | 1/1/26-12/31/26                | 6                 | 23.04                       | <input type="checkbox"/> | Bi-Weekly     | <input type="checkbox"/> |
| Joanne Gerow                |                        |           | Dog Control            | 1/1/26-12/31/26                | 6                 | 6.54                        | <input type="checkbox"/> | Bi-Weekly     | <input type="checkbox"/> |
| Bryan Kaplan                |                        |           | Deputy Town Attorney   | 1/1/26-12/31/26                | 6                 | 4.83                        | <input type="checkbox"/> | Bi-Weekly     | <input type="checkbox"/> |

I, Marilee J. Calhoun

(Name of Secretary or Clerk)

secretary/clerk of the governing board of the Town of Thompson of the State of New York,

(Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 4th day of August, 2026 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Thompson on this September day of 26, 2026

(Name of Employer)

(Signature of Secretary or Clerk)

**Affidavit of Posting:** I, Marilee J. Calhoun, Town Clerk being duly sworn, deposes and says that the posting of the Resolution began on

08/13/2026 and continued for at least 30 days. That the Resolution was available to the public on the:

(Date)

☒ Employer's website at: www.thompsonny.gov

☒ Official sign board at: Town Hall, 4052 State Route 42, Monticello, NY 12701-3221

☒ Main entrance Secretary or Clerk's office at: 4052 State Route 42, Monticello, NY 12701-3221

Page 1 of 2

(for additional rows, attach a RS 2417-B form.)

(seal)

Please type or print clearly  
in blue or black ink

Employer Location Code

3 0 2 8 3

Received Date

# Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

RS 2417-B

(Rev.04/20)

| Name                                                                                                              | Social Security Number | NYSLRS ID | Title           | Current Term Begin & End Dates | Standard Work Day | Record of Activities Result | Not Submitted                       | Pay Frequency | Tier 1                   |
|-------------------------------------------------------------------------------------------------------------------|------------------------|-----------|-----------------|--------------------------------|-------------------|-----------------------------|-------------------------------------|---------------|--------------------------|
| <b>Elected Officials:</b>                                                                                         |                        |           |                 |                                |                   |                             |                                     |               |                          |
| Heather Berg                                                                                                      |                        |           | Tax Collector   | 1/1/26-12/31/27                | 7                 | 25.52                       | <input type="checkbox"/>            | Bi-Weekly     | <input type="checkbox"/> |
| Marilee J. Calhoun                                                                                                |                        |           | Town Clerk      | 1/1/26-12/31/28                | 7                 | 22.51                       | <input type="checkbox"/>            | Bi-Weekly     | <input type="checkbox"/> |
| Richard Baum                                                                                                      |                        |           | Town Justice    | 1/1/26-12/31/29                | 6                 | 8.21                        | <input type="checkbox"/>            | Bi-Weekly     | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
| <b>Appointed Officials:</b>                                                                                       |                        |           |                 |                                |                   |                             |                                     |               |                          |
| Darren Miller                                                                                                     |                        |           | Alt. Member ZBA | 1/1/26-12/31/26                | 6                 | 0.69                        | <input type="checkbox"/>            | Monthly       | <input type="checkbox"/> |
| Soshana Mitchell                                                                                                  |                        |           | Alt. Member PB  | 1/1/26-12/31/26                | 6                 | 0.00                        | <input checked="" type="checkbox"/> | Bi-Weekly     | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
|                                                                                                                   |                        |           |                 |                                |                   |                             | <input type="checkbox"/>            |               | <input type="checkbox"/> |
| Employer: <u>Town of Thompson</u> Location Code: <u>30283</u> Page <u>2</u> of <u>2</u> (use with form RS 2417-A) |                        |           |                 |                                |                   |                             |                                     |               |                          |



Town of Thompson  
Warrant Report

Town of Thompson  
Warrant Report

I hereby certify that the vouchers listed on the attached abstracts of prepaid and claims payable have been duly audited and are presented for payment to the Town Board of the Town of Thompson at the regular meeting there of, held on the 4<sup>th</sup> day of August 2024 in the amounts respectively specified. Authorization is hereby given and direction is made to pay each of the claimants in the amount as specified upon each claim stated.

  
Melissa DeMarmels, Comptroller

  
Scott S. Mace, Supervisor



Town of Thompson  
Warrant Report

Unposted Batch Totals

| Fund                        | Fund Description    | Invoice Batch | Manual Checks | Purchase Cards | Total       |
|-----------------------------|---------------------|---------------|---------------|----------------|-------------|
| T000                        | TRUST & AGENCY FUND | \$0.00        | \$0.00        | \$17,986.35    | \$17,986.35 |
| Unposted Batch Grand Totals |                     | \$0.00        | \$0.00        | \$17,986.35    | \$17,986.35 |

Posted Batch Totals

| Fund | Fund Description                                | Invoice Batch | Manual Checks | Purchase Cards | Total        |
|------|-------------------------------------------------|---------------|---------------|----------------|--------------|
| A000 | GENERAL FUND TOWN WIDE                          | \$225,428.71  | \$0.00        | \$0.00         | \$225,428.71 |
| B000 | GENERAL TOWN OUTSIDE                            | \$33,259.89   | \$0.00        | \$0.00         | \$33,259.89  |
| DA00 | HWY#3 / 4 - TOWN WIDE                           | \$10,633.65   | \$0.00        | \$0.00         | \$10,633.65  |
| DB00 | HWY#1 - TOWN OUTSIDE                            | \$115,553.70  | \$0.00        | \$0.00         | \$115,553.70 |
| H000 | CAPITAL PROJECTS                                | \$25,583.12   | \$0.00        | \$0.00         | \$25,583.12  |
| RD00 | ADELAAR ROAD IMPROVMENT DISTRICT                | \$229.98      | \$0.00        | \$0.00         | \$229.98     |
| SL01 | ROCK HILL LIGHTING                              | \$1,249.00    | \$0.00        | \$0.00         | \$1,249.00   |
| SL02 | LUCKY LAKE LIGHTING                             | \$255.32      | \$0.00        | \$0.00         | \$255.32     |
| SL03 | LAKE LOUISE MARIE                               | \$768.26      | \$0.00        | \$0.00         | \$768.26     |
| SL04 | PATIO HOMES LIGHTING                            | \$512.94      | \$0.00        | \$0.00         | \$512.94     |
| SL05 | KIAMESHA SHORES LIGHTING                        | \$142.61      | \$0.00        | \$0.00         | \$142.61     |
| SL06 | EMERALD GREEN LIGHTING                          | \$17,520.24   | \$0.00        | \$0.00         | \$17,520.24  |
| SL07 | TREASURE LAKE LIGHTING                          | \$64.41       | \$0.00        | \$0.00         | \$64.41      |
| SL08 | CONGERO ROAD LIGHTING                           | \$115.00      | \$0.00        | \$0.00         | \$115.00     |
| SL09 | YESHIVAKIAM. LIGHTING DISTRICT                  | \$0.00        | \$0.00        | \$0.00         | \$0.00       |
| SL12 | Route 42 N Lighting                             | \$2,645.21    | \$0.00        | \$0.00         | \$2,645.21   |
| SRH0 | ROCK HILL AMBULANCE DIST                        | \$11,250.00   | \$0.00        | \$0.00         | \$11,250.00  |
| SSAR | Adelaar Sewer District                          | \$6,601.70    | \$0.00        | \$0.00         | \$6,601.70   |
| SSHC | Harris Consolidated Sewer District              | \$7,260.35    | \$0.00        | \$0.00         | \$7,260.35   |
| SSKC | Kiamesha Consolidated Sewer District            | \$61,772.80   | \$0.00        | \$0.00         | \$61,772.80  |
| SSM0 | MELODY LAKE SEWER DISTR.                        | \$1,497.40    | \$0.00        | \$0.00         | \$1,497.40   |
| SSRC | Rock Hill Emerald Green Consolidated Sewer Dist | \$45,598.52   | \$0.00        | \$0.00         | \$45,598.52  |
| SSS0 | SACKETT LAKE SEWER DISTR                        | \$10,959.74   | \$0.00        | \$0.00         | \$10,959.74  |
| SWA0 | ADELAAR RESORT WATER DISTRICT                   | \$929.13      | \$0.00        | \$0.00         | \$929.13     |
| SWC0 | COLD SPRING WATER                               | \$359.33      | \$0.00        | \$0.00         | \$359.33     |
| SWD0 | DILLON WATER DISTRICT                           | \$381.57      | \$0.00        | \$0.00         | \$381.57     |
| SWK0 | KIAMESHA RT42 WATER                             | \$106.74      | \$0.00        | \$0.00         | \$106.74     |
| SWL0 | LUCKY LAKE WATER DISTR                          | \$170.16      | \$0.00        | \$0.00         | \$170.16     |
| SWM0 | MELODY LAKE WATER                               | \$547.75      | \$0.00        | \$0.00         | \$547.75     |



Town of Thompson  
Warrant Report

|                           |                     |              |        |        |              |        |              |        |
|---------------------------|---------------------|--------------|--------|--------|--------------|--------|--------------|--------|
| T000                      | TRUST & AGENCY FUND | \$2,921.05   | \$0.00 | \$0.00 | \$25,592.19  | \$0.00 | \$28,513.24  | \$0.00 |
| Posted Batch Grand Totals |                     | \$584,318.28 | \$0.00 | \$0.00 | \$252,872.75 | \$0.00 | \$837,191.03 | \$0.00 |

Report Grand Totals

| Fund         | Fund Description                                | Invoice Batch |        | Manual Checks |        | Purchase Cards |        | Total        |             |
|--------------|-------------------------------------------------|---------------|--------|---------------|--------|----------------|--------|--------------|-------------|
|              |                                                 | Paid          | Unpaid | Paid          | Unpaid | Paid           | Unpaid | Paid         | Unpaid      |
| A000         | GENERAL FUND TOWN WIDE                          | \$225,428.71  | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$225,428.71 | \$0.00      |
| B000         | GENERAL TOWN OUTSIDE                            | \$33,259.89   | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$33,259.89  | \$0.00      |
| DA00         | HWY#3 / 4 - TOWN WIDE                           | \$10,633.65   | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$10,633.65  | \$0.00      |
| DB00         | HWY#1 - TOWN OUTSIDE                            | \$115,553.70  | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$115,553.70 | \$0.00      |
| H000         | CAPITAL PROJECTS                                | \$25,583.12   | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$25,583.12  | \$0.00      |
| RD00         | ADELAAR ROAD IMPROVMENT DISTRICT                | \$229.98      | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$229.98     | \$0.00      |
| SL01         | ROCK HILL LIGHTING                              | \$1,249.00    | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$1,249.00   | \$0.00      |
| SL02         | LUCKY LAKE LIGHTING                             | \$255.32      | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$255.32     | \$0.00      |
| SL03         | LAKE LOUISE MARIE                               | \$768.26      | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$768.26     | \$0.00      |
| SL04         | PATIO HOMES LIGHTING                            | \$512.94      | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$512.94     | \$0.00      |
| SL05         | KIAMESHA SHORES LIGHTING                        | \$142.61      | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$142.61     | \$0.00      |
| SL06         | EMERALD GREEN LIGHTING                          | \$17,520.24   | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$17,520.24  | \$0.00      |
| SL07         | TREASURE LAKE LIGHTING                          | \$64.41       | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$64.41      | \$0.00      |
| SL08         | CONGERO ROAD LIGHTING                           | \$115.00      | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$115.00     | \$0.00      |
| SL09         | YESHIVAKIAM. LIGHTING DISTRICT                  | \$0.00        | \$0.00 | \$0.00        | \$0.00 | \$36,280.56    | \$0.00 | \$36,280.56  | \$0.00      |
| SL12         | Route 42 N Lighting                             | \$2,645.21    | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$2,645.21   | \$0.00      |
| SRH0         | ROCK HILL AMBULANCE DIST                        | \$11,250.00   | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$11,250.00  | \$0.00      |
| SSAR         | Adelaar Sewer District                          | \$6,601.70    | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$21,801.70  | \$0.00      |
| SSHC         | Harris Consolidated Sewer District              | \$7,260.35    | \$0.00 | \$0.00        | \$0.00 | \$15,200.00    | \$0.00 | \$21,560.35  | \$0.00      |
| SSKC         | Kiamesha Consolidated Sewer District            | \$61,772.80   | \$0.00 | \$0.00        | \$0.00 | \$14,300.00    | \$0.00 | \$78,200.00  | \$0.00      |
| SSM0         | MELODY LAKE SEWER DISTR.                        | \$1,497.40    | \$0.00 | \$0.00        | \$0.00 | \$78,200.00    | \$0.00 | \$139,972.80 | \$0.00      |
| SSRC         | Rock Hill Emerald Green Consolidated Sewer Dist | \$45,598.52   | \$0.00 | \$0.00        | \$0.00 | \$1,100.00     | \$0.00 | \$2,597.40   | \$0.00      |
| SSS0         | SACKETT LAKE SEWER DISTR                        | \$10,959.74   | \$0.00 | \$0.00        | \$0.00 | \$54,100.00    | \$0.00 | \$99,698.52  | \$0.00      |
| SWA0         | ADELAAR RESORT WATER DISTRICT                   | \$929.13      | \$0.00 | \$0.00        | \$0.00 | \$25,000.00    | \$0.00 | \$35,959.74  | \$0.00      |
| SWC0         | COLD SPRING WATER                               | \$359.33      | \$0.00 | \$0.00        | \$0.00 | \$1,300.00     | \$0.00 | \$2,229.13   | \$0.00      |
| SWD0         | DILLON WATER DISTRICT                           | \$381.57      | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$359.33     | \$0.00      |
| SWK0         | KIAMESHA RT42 WATER                             | \$106.74      | \$0.00 | \$0.00        | \$0.00 | \$0.00         | \$0.00 | \$381.57     | \$0.00      |
| SWL0         | LUCKY LAKE WATER DISTR                          | \$170.16      | \$0.00 | \$0.00        | \$0.00 | \$300.00       | \$0.00 | \$106.74     | \$0.00      |
| SWM0         | MELODY LAKE WATER                               | \$547.75      | \$0.00 | \$0.00        | \$0.00 | \$1,500.00     | \$0.00 | \$470.16     | \$0.00      |
| T000         | TRUST & AGENCY FUND                             | \$2,921.05    | \$0.00 | \$0.00        | \$0.00 | \$25,592.19    | \$0.00 | \$28,513.24  | \$0.00      |
| Grand Totals |                                                 | \$584,318.28  | \$0.00 | \$0.00        | \$0.00 | \$252,872.75   | \$0.00 | \$837,191.03 | \$17,986.35 |



July 28, 2026

Scott Mace  
Town Supervisor - Town of Thompson  
4052 State Route 42 N  
Monticello, NY 12701

Enclosed is the **Municipal Shelter Inspection Report** completed on **07/20/2026**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Satisfactory". Please make note of any comments listed on the report.

Municipal dog shelters are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in municipal shelter services.

If you have any questions regarding this inspection, please call me.

Sarah Ghawi  
Animal Health Inspector

MUNICIPAL SHELTER INSPECTION REPORT - DL-90

Rating: Satisfactory365

Purpose: Inspection

DATE/TOA: 7/20/26 10:00 am

Town of Liberty Shelter  
Catskill Animal Rescue Inc  
266 Old Monticello Road  
Ferndale NY 12734

Inspector: Sarah Ghawi

Inspector #: 078

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

- |                                                                                |     |
|--------------------------------------------------------------------------------|-----|
| 1. Shelter is structurally sound                                               | Yes |
| 2. Housing area and equipment is sanitized regularly                           | Yes |
| 3. Repairs are done when necessary                                             | Yes |
| 4. Dogs are handled safely                                                     | Yes |
| 5. Adequate space is available for all dogs                                    | Yes |
| 6. Light is sufficient for observation                                         | Yes |
| 7. Ventilation is adequate                                                     | Yes |
| 8. Drainage is adequate                                                        | Yes |
| 9. Temperature extremes are avoided                                            | Yes |
| 10. Clean food and water is available and in ample amount                      | Yes |
| 11. Veterinary care is provided when necessary                                 | Yes |
| 12. Dogs are euthanized humanely, by authorized personnel                      | Yes |
| 13. Complete intake and disposition records are maintained for all seized dogs | Yes |
| 14. Dogs transferred for purposes of adoption in compliance with Article 7     | Yes |
| 15. Redemption period is observed before adoption, euthanasia or transfer      | Yes |
| 16. Owners of identified dogs are properly notified                            | Yes |
| 17. Redeemed dogs are licensed before release                                  | Yes |
| 18. Proper impoundment fees paid before dogs are released                      | Yes |
| 19. Written contract or lease with municipality                                | Yes |

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Town - City - Village Information for Inspection:

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| TCV CODE | TCV NAME |
|----------|----------|
|----------|----------|

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|      |                   |
|------|-------------------|
| 4805 | Town of Fallsburg |
| 4809 | Town of Liberty   |
| 4814 | Town of Thompson  |

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Additional Information for Inspection:

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**Number of Dogs Seized:**

Number of dogs seized since previous inspection: Town of Fallsburg 31, Town of Liberty 73, Town of Thompson 59

**Associated Municipal Shelter(s):**

Name of Shelter(s): Catskill Animal Rescue Inc

**Holding Facility:**

Dogs held before transport to shelter? (Yes/No): No

Location(s): N/A

**REMARKS:**

REPRESENTATIVE PRESENT FOR INSPECTION: **Joanne Gerow**  
TITLE: **ACO**

REVIEWED BY: **Joyce Amels**  
REVIEWED DATE: **07/23/2026**

**DOG CONTROL OFFICER INSPECTION REPORT - DL-89**Rating: **Satisfactory365**Purpose: **Inspection**DATE/TOA: **7/20/26 10:00 am****Joanne Gerow  
120 North Main St.  
Liberty NY 12754**Inspector: **Sarah Ghawi**Inspector #: **078**

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

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- |                                                                                |     |
|--------------------------------------------------------------------------------|-----|
| 1. Equipment is available for proper capture and holding                       | Yes |
| 2. Dogs are held and transported safely                                        | Yes |
| 3. Equipment maintained in clean and sanitary condition                        | Yes |
| 4. Veterinary care is provided when necessary                                  | Yes |
| 5. Dogs are euthanized humanely                                                | Yes |
| 6. Complete seizure and disposition records are maintained for all seized dogs | Yes |
| 7. Dogs transferred for purposes of adoption in compliance with Article 7      | Yes |
| 8. Redemption period is observed before adoption, euthanasia or transfer       | Yes |
| 9. Owners of identified dogs are properly notified                             | Yes |
| 10. Redeemed dogs are licensed before release                                  | Yes |
| 11. Proper impoundment fees paid before dogs are released                      | Yes |

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Town - City - Village Information for Inspection:

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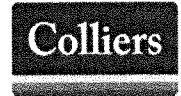
| <b>TCV CODE</b> | <b>TCV NAME</b>     |
|-----------------|---------------------|
| 4804            | Town of Delaware    |
| 4805            | Town of Fallsburg   |
| 4801            | Town of Bethel      |
| 4803            | Town of Cochection  |
| 4808            | Town of Highland    |
| 4809            | Town of Liberty     |
| 4810            | Town of Lumberland  |
| 4811            | Town of Mamakating  |
| 4813            | Town of Rockland    |
| 4814            | Town of Thompson    |
| 4815            | Town of Tusten      |
| 4806            | Town of Forestburgh |

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Joanne Gerow**  
TITLE: **ACO**REVIEWED BY: **Joyce Amels**  
REVIEWED DATE: **07/23/2026**

400 Columbus Avenue  
Suite 180E  
Valhalla New York 10595  
Main: 877 627 3772

AI-3



Engineering  
& Design

## Client Authorization Form

**Date:** August 4, 2026  
**Client:** Town of Thompson  
**Project Name:** Thompson Hills Mixed Use Development – Traffic Review  
**Task Name:**  
**Project No.:** 24003812P

We request your review and authorization of services as outlined below in order to proceed:

**Services requested by:** James Carnell, Jr.

**Description of service contract scope:**

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. proposes to provide the following service(s) for the Thompson Hill Mixed Use Development project:

- |                                                                                                                                  |                    |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1) Review and provide comments on proposed Draft DEIS Scoping Document pertaining to traffic and access conditions               | \$2,700.00         |
| 2) Review Traffic Impact Study and DEIS sections for Completeness and initial comments                                           | 9,800.00           |
| 3) Complete detailed Technical Review of TIS/DEIS sections and provide a written report including recommendations for mitigation | 26,000.00          |
| 4) Review of FEIS and Findings – TBD                                                                                             | Budget - 15,000.00 |
| 5) Meetings to be billed hourly as per the attached Rate Schedule                                                                |                    |

**All services to be in accordance with the attached Business Terms and Conditions.**

Services outlined above shall be invoiced:

- ☒ **Per diem/hourly**  
☐ **Lump sum**

**Payment terms are NET30 of receipt of invoice.**

**Estimated Budget = \$ 53,500.00**

**Fee = \$**

I (we) hereby authorize the services to proceed as outlined above:

Client Authorization Form prepared by:

Philip J. Grealy, Ph.D., P.E.

\_\_\_\_\_  
**Signer's Name (Print)**

\_\_\_\_\_  
**Project Manager's Name (Print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Project Manager's Signature**

8/4/2026

Please sign the form where indicated & email or mail to Colliers Engineering & Design for our records.



Engineering  
& Design

THIS PROPOSAL IS ADDITIONALLY GOVERNED BY AND SUBJECT TO CED'S BUSINESS STANDARD TERMS AND CONDITIONS, WHICH ARE ACCESSIBLE AT CED'S WEBSITE. **By signing this Proposal, Client acknowledges receipt and acceptance of the terms of this Proposal, including all Business Terms and Conditions located here and on CED's website.** By the act of executing this Proposal, the Client specifically acknowledges receipt of, agrees to, and intends to be fully bound by, the version of CED's Business Terms and Conditions located on CED's website at <https://colliersengineering.com/business-terms-conditions/> effective as of the date at the top of this Proposal. These additional terms are incorporated by reference into this Proposal. This web address includes any successor CED website. Hard copies of these additional terms and conditions can be made available to Client upon written request. Sections I-IV of this Proposal, including these terms and the Business Terms and Conditions located on CED's website, constitute the entire Agreement and supersede any previous agreement or understanding. This Agreement shall be governed by the laws in the State the project is located. The Client shall not assign this Agreement without the written consent of CED. This Proposal and the Business Terms and Conditions will be considered integrated into any subsequent contract/agreement entered by CED and Client.

### Technical Staff Rates 2026

| Billing Titles                             | Hourly Rates |
|--------------------------------------------|--------------|
| Executive Principal                        | 290.00       |
| Senior Principal                           | 280.00       |
| Principal                                  | 275.00       |
| Senior Technical Director                  | 250.00       |
| Senior Project Manager                     | 235.00       |
| Technical Director                         | 230.00       |
| Project Manager                            | 220.00       |
| Senior Project Specialist                  | 205.00       |
| Project Specialist                         | 190.00       |
| Technical Professional                     | 170.00       |
| Technical Specialist                       | 155.00       |
| Specialist                                 | 145.00       |
| Senior Data Technician                     | 140.00       |
| Senior Technical Assistant                 | 125.00       |
| Technical Assistant                        | 115.00       |
| Field Technician                           | 110.00       |
| Data Technician                            | 105.00       |
| Survey Crew – 1 Person w/Robotic Equipment | 220.00       |
| Additional Survey Crew Member              | 60.00        |
| SUE Crew (designating) – 1 Person          | 150.00       |
| Additional (designating) Member            | 65.00        |
| SUE Crew (locating) – 2 Person             | 210.00       |
| Additional (locating) Member               | 65.00        |
| Expert Witness                             | 415.00       |

### Reimbursable Expenses

|                                                  |               |
|--------------------------------------------------|---------------|
| General Expenses                                 | Cost + 20%    |
| Travel (Hotel, Airfare, Meals)                   | Cost + 20%    |
| Sub-Consultants/Sub-Contractors                  | Cost + 20%    |
| Plotting                                         | 4.70 / Each   |
| Computer Mylars / Color Plots                    | 100.00 / Each |
| Photocopies                                      | 0.20 / Each   |
| Color Photocopies                                | 2.20 / Each   |
| Document Binding                                 | 4.50 / Each   |
| Portable Media                                   | 100.00 / Each |
| Exhibit Lamination (24" x 36" or larger)         | 95.00 / Each  |
| Primary Plan Set Submission Digital Signature    | 325.00 / Set  |
| Additional Plan Set Submission Digital Signature | 100.00 / Set  |
| Mileage Reimbursement*                           | 0.70 / Mile   |
| Field Vehicle                                    | 0.70 / Mile   |

\*Mileage reimbursement subject to change based upon IRS standard mileage rate.

**Contractor's Application for Payment**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                             |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------|--------------------------------|--------------|---------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------|---------------|--------------|--|------------------------------------------------------|--------------|----------------------------------------|------|------------------------------------------|--------------|------------------------------------------------|---------------|-----------------------------------------------------------|---------------|--------------------------------|--------------|------------------------------------------------------------------------|--------------|
| <b>Owner:</b> <u>Town of Thompson</u><br><b>Engineer:</b> <u>MHE Engineering, D.P.C.</u><br><b>Contractor:</b> <u>Wittcon, Inc.</u><br><b>Project:</b> <u>Melody Lake Water District Water System Improvement Project</u><br><b>Contract:</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Owner's Project No.:</b> _____<br><b>Engineer's Project No.:</b> <u>22-723</u><br><b>Contractor's Project No.:</b> _____ |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| <b>Application No.:</b> <u>11</u> <b>Application Date:</b> <u>7/28/2026</u><br><b>Application Period:</b> From <u>7/1/2026</u> to <u>7/31/2026</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                             |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 755,000.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ 55,426.93</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 810,426.93</td> </tr> <tr> <td>4. Total Work completed and materials stored to date<br/>(Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 773,684.06</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td>    a. <u>5%</u> X \$ <u>773,684.06</u> Work Completed =</td> <td style="text-align: right;">\$ 38,684.20</td> </tr> <tr> <td>    b. _____ X \$ _____ Stored Materials =</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>    c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 38,684.20</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 734,999.86</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ 718,964.61</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 16,035.25</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right;">\$ 75,427.07</td> </tr> </table> |                                                                                                                             | 1. Original Contract Price | \$ 755,000.00 | 2. Net change by Change Orders | \$ 55,426.93 | 3. Current Contract Price (Line 1 + Line 2) | \$ 810,426.93 | 4. Total Work completed and materials stored to date<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ 773,684.06 | 5. Retainage |  | a. <u>5%</u> X \$ <u>773,684.06</u> Work Completed = | \$ 38,684.20 | b. _____ X \$ _____ Stored Materials = | \$ - | c. Total Retainage (Line 5.a + Line 5.b) | \$ 38,684.20 | 6. Amount eligible to date (Line 4 - Line 5.c) | \$ 734,999.86 | 7. Less previous payments (Line 6 from prior application) | \$ 718,964.61 | 8. Amount due this application | \$ 16,035.25 | 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c) | \$ 75,427.07 |
| 1. Original Contract Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 755,000.00                                                                                                               |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| 2. Net change by Change Orders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 55,426.93                                                                                                                |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| 3. Current Contract Price (Line 1 + Line 2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 810,426.93                                                                                                               |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| 4. Total Work completed and materials stored to date<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 773,684.06                                                                                                               |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| 5. Retainage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                             |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| a. <u>5%</u> X \$ <u>773,684.06</u> Work Completed =                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 38,684.20                                                                                                                |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| b. _____ X \$ _____ Stored Materials =                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ -                                                                                                                        |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| c. Total Retainage (Line 5.a + Line 5.b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 38,684.20                                                                                                                |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| 6. Amount eligible to date (Line 4 - Line 5.c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 734,999.86                                                                                                               |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| 7. Less previous payments (Line 6 from prior application)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ 718,964.61                                                                                                               |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| 8. Amount due this application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 16,035.25                                                                                                                |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |
| 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 75,427.07                                                                                                                |                            |               |                                |              |                                             |               |                                                                                                                        |               |              |  |                                                      |              |                                        |      |                                          |              |                                                |               |                                                           |               |                                |              |                                                                        |              |

**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:** 7/28/2026

**Recommended by Engineer**

**By:** Matthew J. Sick  
**Title:** Associate  
**Date:** 8/7/26

**Approved by Owner**

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

**Approved by Funding Agency**

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

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

# Progress Estimate - Lump Sum Work

|             |                                                             |                                      |
|-------------|-------------------------------------------------------------|--------------------------------------|
| Owner:      | Town of Thompson                                            | Contractor's Application for Payment |
| Engineer:   | MHE Engineering, D.P.C.                                     | Owner's Project No.:                 |
| Contractor: | Witcon, Inc.                                                | Engineer's Project No.:              |
| Project:    | Melody Lake Water District Water System Improvement Project | Contractor's Project No.:            |
| Contract:   |                                                             |                                      |

| Application No.: 11         |                                    | Application Period: From 07/01/26 to 07/31/26 |                                        | Application Date: 07/28/26 |                                                 |                                                              |                                  |                                |
|-----------------------------|------------------------------------|-----------------------------------------------|----------------------------------------|----------------------------|-------------------------------------------------|--------------------------------------------------------------|----------------------------------|--------------------------------|
| A                           | B                                  | C                                             | D                                      | E                          | F                                               | G                                                            | H                                | I                              |
| Item No.                    | Description                        | Scheduled Value (\$)                          | Work Completed                         |                            | Materials Currently Stored (not in D or E) (\$) | Work Completed and Materials Stored to Date (D + E + F) (\$) | % of Scheduled Value (G / C) (%) | Balance to Finish (I - G) (\$) |
|                             |                                    |                                               | (D + E) From Previous Application (\$) | 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                                    | 115,000.00                             |                            |                                                 | 115,000.00                                                   | 96%                              | 5,000.00                       |
|                             | Storage Tank                       | 175,000.00                                    | 175,000.00                             |                            |                                                 | 175,000.00                                                   | 100%                             | -                              |
|                             | Site Piping                        | 65,000.00                                     | 63,375.00                              |                            |                                                 | 63,375.00                                                    | 98%                              | 1,625.00                       |
|                             | Fencing                            | 40,000.00                                     | 40,000.00                              |                            |                                                 | 40,000.00                                                    | 100%                             | -                              |
|                             | 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                                     | 23,000.00                              |                            |                                                 | 23,000.00                                                    | 100%                             | -                              |
|                             | Building Interior Finishes         | 16,000.00                                     | 16,000.00                              |                            |                                                 | 16,000.00                                                    | 100%                             | -                              |
|                             | Doors & Hardware                   | 9,000.00                                      | 9,000.00                               |                            |                                                 | 9,000.00                                                     | 100%                             | -                              |
|                             | 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                                     | 12,000.00                              |                            |                                                 | 12,000.00                                                    | 100%                             | -                              |
|                             | Chem Feed Equipment                | 8,000.00                                      | 8,000.00                               |                            |                                                 | 8,000.00                                                     | 100%                             | -                              |
|                             | Parking Area                       | 45,000.00                                     | 42,000.00                              |                            |                                                 | 42,000.00                                                    | 93%                              | 3,000.00                       |
|                             | Plumbing & Ventilation             | 19,000.00                                     | 19,000.00                              |                            |                                                 | 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 used as part of CO#3     | 20,000.00                                     | 17,882.13                              |                            |                                                 | 17,882.13                                                    | 89%                              | 2,117.87                       |
| Original Contract Totals \$ |                                    | \$ 755,000.00                                 | \$ 718,257.13                          | \$ -                       | \$ -                                            | \$ 718,257.13                                                | 95%                              | \$ 36,742.87                   |

Lump Sum

# Contractor's Application for Payment

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

| Application No.: | Application Period: | From     | To       |
|------------------|---------------------|----------|----------|
| 11               | 07/01/25            | 07/01/25 | 07/01/25 |

| Original Contract and Change Orders |    |            |               |
|-------------------------------------|----|------------|---------------|
| Project Totals                      | \$ | 810,426.93 | \$ 756,804.85 |

3 of 3

**RURAL DEVELOPMENT (RD) PROJECT BUDGET/COST CERTIFICATION**Project Name: **Melody Lake**Date: **08/12/26**Report No.: **14**Actual: **x**

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: | <b>Town</b>       | \$23,000.00    |
| Other Source: | <b>ARPA funds</b> | \$107,708.42   |
| Other Source: |                   |                |
| SUBTOTAL:     |                   | \$130,708.42   |
| TOTAL:        |                   | \$1,357,708.42 |

| ITEM                            | APPROVED<br>BUDGET    | MODIFIED<br>BUDGET    | PREVIOUS<br>EXPENDITURES | EXPENDITURES<br>THIS PERIOD | EXPENDITURES<br>TO DATE | BALANCE<br>REMAINING |
|---------------------------------|-----------------------|-----------------------|--------------------------|-----------------------------|-------------------------|----------------------|
| <b>A. ADMINISTRATIVE</b>        |                       |                       |                          |                             |                         |                      |
| 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           |
| <b>Total A. Administrative</b>  | <b>\$26,312.00</b>    | <b>\$26,312.00</b>    | <b>\$6,500.00</b>        | <b>\$0.00</b>               | <b>\$6,500.00</b>       | <b>\$19,812.00</b>   |
| <b>B. TECHNICAL SVCS.</b>       |                       |                       |                          |                             |                         |                      |
| 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. Bidding 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           | \$44,533.40              |                             | \$44,533.40             | \$1,658.56           |
| e. Resident Inspection          | \$50,000.00           | \$50,000.00           | \$4,083.55               |                             | \$4,083.55              | \$45,916.45          |
| f. Well MHI                     | \$60,000.00           | \$28,167.99           | \$28,167.99              |                             | \$28,167.99             | \$0.00               |
| <b>Total B. Technical Svcs.</b> | <b>\$230,000.00</b>   | <b>\$198,167.99</b>   | <b>\$150,592.98</b>      | <b>\$0.00</b>               | <b>\$150,592.98</b>     | <b>\$47,575.01</b>   |
| <b>C. CONSTRUCTION</b>          |                       |                       |                          |                             |                         |                      |
| 1. Construction Contracts       |                       |                       |                          |                             |                         |                      |
| a. Witton GC                    | \$755,000.00          | \$810,426.93          | \$718,964.61             | \$16,035.25                 | \$734,999.86            | \$75,427.07          |
| b. TAM EC                       | \$259,841.00          | \$259,841.00          | \$179,557.04             |                             | \$179,557.04            | \$80,283.96          |
| <b>Total C. Construction</b>    | <b>\$1,014,841.00</b> | <b>\$1,070,267.93</b> | <b>\$898,521.65</b>      | <b>\$16,035.25</b>          | <b>\$914,556.90</b>     | <b>\$155,711.03</b>  |
| <b>D. CONTINGENCY</b>           |                       |                       |                          |                             |                         |                      |
| 1. Contingency                  | \$86,555.42           | \$62,960.50           |                          |                             |                         |                      |
| <b>Total D. Contingency</b>     | <b>\$86,555.42</b>    | <b>\$62,960.50</b>    |                          |                             |                         | <b>\$62,960.50</b>   |
| <b>TOTAL PROJECT COST</b>       | <b>\$1,357,708.42</b> | <b>\$1,357,708.42</b> | <b>\$1,055,614.63</b>    | <b>\$16,035.25</b>          | <b>\$1,071,649.88</b>   | <b>\$286,058.54</b>  |

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 \_\_\_\_\_

Engineer/ Architect \_\_\_\_\_

8/12/2026

Reviewed By \_\_\_\_\_

Date Reviewed \_\_\_\_\_

**TOWN OF THOMPSON**  
**SRF Project No.: C3-5378-05-00**  
**SUPPLEMENTAL CERTIFICATE**  
**amending and supplementing the hereinafter defined Closing Certificate**

Dated as of the 18<sup>th</sup> day of August, 2026

I, the undersigned Chief Fiscal Officer of the Town of Thompson (the "Recipient") (as that term is defined in EXHIBIT E of the Project Finance Agreement), hereby certify and agree as follows:

1. This Supplemental Certificate is being delivered pursuant to the Project Finance Agreement (the "Project Finance Agreement") dated as of May 29, 2025 between the New York State Environmental Facilities Corporation (the "NYSEFC") and the Recipient and the Closing Certificate dated as of May 29, 2025 and delivered by the Recipient (the "Closing Certificate"). In accordance with the Project Finance Agreement and the Closing Certificate, the Closing Certificate is hereby supplemented. All capitalized terms used but not defined herein shall have the respective meanings set forth in the Project Finance Agreement.

2. The certifications made in paragraphs 2, 3, 7 and 8 of the Closing Certificate are confirmed and remade as of this date.

3. The NYSEFC is hereby requested to fund a Disbursement under the Financing in the amount of \$ 106,607.37 for Project Costs. Upon the making of a disbursement under the Recipient Financing Instrument, the NYSEFC is authorized to record all or a portion of such Disbursement on the grid attached thereto. The NYSEFC, in its sole discretion, may allocate all or a portion of each Disbursement to the Grant or the Maximum Principal Sum of the Recipient Financing Instruments, and may allocate any amounts drawn under this Financing among the Project Costs.

4. The above Project Costs have not been paid with the proceeds of any Third-Party Funding, except as specifically described herein: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event that the Recipient intends to submit, or has submitted, to a Third-Party Funding Entity the Project Costs requested herein, the Recipient represents that all conditions precedent to such reimbursement required to have been performed as of the date hereof have been so performed. The Recipient shall perform all conditions required to be fulfilled subsequent to the date hereof in connection with such reimbursement.

5. The Recipient determined that such Project Costs are reasonable, necessary, and allocable to the Financed Project under generally accepted governmental accounting standards.

6. This is Disbursement number 2 requested under the Financing and this Disbursement, if disbursed, together with the prior Disbursements requested, will not exceed the Maximum Amount.

7. The making of the Disbursement will not result in a Disbursement by the Recipient that will violate any State Constitutional, statutory or judicial limitation on the issuance of debt by the Recipient.

8. The Recipient hereby represents and warrants that it is not in default under the Project Finance Agreement, that no event has occurred which, with the passage of time or the giving of notice or both, would become a default thereunder, that it has performed all of the covenants and agreements that it is required to perform under the Project Finance Agreement, that the making of the Disbursement requested by this Certificate has been duly authorized by the Recipient, and that no change in circumstances has occurred, or will occur upon the making of the Disbursement hereby requested, which would preclude continued reliance upon the opinion of bond counsel to the Recipient rendered in connection with the Financing.

9. All amounts requested for Disbursement hereunder are for eligible Project Costs which have not been included in any previous Disbursement.

**10. (If requesting payment for costs of construction):**

(a) As of the date hereof, the Recipient holds, and will retain, a legal and valid fee simple title or other estate or interest in the site(s) of the Project, including all necessary easements and/or rights-of-way, as are or will be necessary for the Recipient's continued undisturbed use and possession of the site(s) of the Project during the construction, operation and maintenance of the Project.

(b) The Recipient obtained all licenses, permits or other approvals required as of the date hereof to undertake the Project.

(c) The Disbursement requested does not include any costs of construction (other than costs of planning and design) associated with plans and specifications which have not been accepted by Agency or the NYSEFC.

(d) The Disbursement requested does not include any costs for change orders which have not been accepted by the Agency or the NYSEFC.

(e) The Recipient has complied with all applicable additional conditions to disbursement contained in Section 4.05 of the Project Finance Agreement.

**11. (If requesting payment for costs associated with professional services agreement):**

(a) The Disbursement requested does not include any costs incurred pursuant to any professional services agreements which have not been furnished to the NYSEFC.

(b) The Disbursement requested does not include any costs incurred pursuant to any professional services agreement pertaining to inspection and engineering services during construction of the Project which has not been accepted by the Agency or the NYSEFC.

**12. (If requesting payment for costs associated with technical force account work):** The Disbursement requested does not include any costs of construction (other than costs of planning and design) associated with the technical force account proposal which has not been accepted by the Agency or the NYSEFC.

**13. (If requesting payment for costs for equipment):** The Disbursement requested does not include any costs for equipment which have not been accepted by Agency or the NYSEFC.

**14.** The amount requested does not include any project costs associated with a Utilization Plan, EEO policy statement, or staffing plan as applicable, which has not been accepted by the NYSEFC.

15. The undersigned is duly authorized to execute and deliver this Supplemental Certificate on behalf of the Recipient.

16. The Recipient hereby represents and warrants that it is not a debarred or suspended party under 2 CFR Part 180 and 2 CFR 1532. Further, the Recipient has not made any award, contract or agreement for purchases of goods or services with any debarred or suspended party under 2 CFR Part 180 and 2 CFR 1532 or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

17. The Recipient hereby represents and warrants that it has obtained a certification in the form of EXHIBIT N to the Project Finance Agreement from each contractor and subcontractor which has a contract financed hereunder which exceeds \$100,000 and that the Recipient has submitted to the NYSEFC each such contractor and subcontractor certification as required under 40 CFR Part 34.

18. If Davis-Bacon applies, the Recipient certifies, based on the payroll copies received to date, that this project is in compliance with the requirements of 29 CFR § 5.5(a)(1).

19. If an Arbitrage and Use of Proceeds Certificate is requested as part of this Financing, Recipient is in full compliance with such Arbitrage and Use of Proceeds Certificate and certifies that the representations, warranties and covenants contained in such Arbitrage and Use of Proceeds Certificate remain true and correct.

20. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

**IN WITNESS WHEREOF**, I have hereunto set my hand as of the date first set forth above.

TOWN OF THOMPSON

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SRF Project No.: C3-5378-05-00**

## Cost Summary

### Thompson T, C3-5378-05-00

Request No. 2

| Contractor Name / Cost Description       | Contract Date | Contract Amt   | Eligible Amt | Disbursed To Date | Project Cost To Date | Elig. Contract Amt. Remaining | Costs Requested       |
|------------------------------------------|---------------|----------------|--------------|-------------------|----------------------|-------------------------------|-----------------------|
| < To Be Determined >                     |               | \$1,864,250.00 | \$0.00       | \$0.00            | \$0.00               | \$0.00                        | ( conditioned )       |
| Construction Contract No. 1              | Estimate      | \$1,864,250.00 | \$0.00       | \$0.00            | \$0.00               | \$0.00                        | ( conditioned )       |
| < To Be Determined >                     |               | \$560,000.00   | \$0.00       | \$0.00            | \$0.00               | \$0.00                        | ( conditioned )       |
| Construction Contract No. 2              | Estimate      | \$560,000.00   | \$0.00       | \$0.00            | \$0.00               | \$0.00                        | ( conditioned )       |
| MHE Engineering, D.P.C.                  | 04/30/2020    | \$165,000.00   | \$0.00       | \$0.00            | \$0.00               | \$0.00                        |                       |
| Engineering Engineering Services         | Lump Sum      | \$165,000.00   | \$0.00       | \$0.00            | \$0.00               | \$0.00                        | compliance restricted |
| MHE Engineering, D.P.C.                  | 05/23/2024    | \$495,835.00   | \$262,450.00 | \$119,658.90      | \$119,658.90         | \$142,791.10                  | 106,282.15            |
| Engineering Engineering Services         | Not to Exceed | \$262,450.00   | \$262,450.00 | \$119,658.90      | \$119,658.90         | \$142,791.10                  | ( conditioned )       |
| Engineering Services During Construction | Not to Exceed | \$233,385.00   | \$0.00       | \$0.00            | \$0.00               | \$0.00                        |                       |
| Norton Rose Fulbright US LLP ( . )       |               | \$20,000.00    | \$0.00       | \$0.00            | \$0.00               | \$0.00                        | 325.22                |
| Bond Counsel Bond Counsel                | Estimate      | \$20,000.00    | \$0.00       | \$0.00            | \$0.00               | \$0.00                        | ( conditioned )       |
| Fiscal Advisors & Marketing, Inc.        | 05/27/2021    | \$8,934.00     | \$8,934.00   | \$0.00            | \$0.00               | \$8,934.00                    |                       |
| Financial Advisor Financial Advisor      | Estimate      | \$8,934.00     | \$8,934.00   | \$0.00            | \$0.00               | \$8,934.00                    |                       |

## Cost Summary

### Thompson T, C3-5378-05-00

Request No. 2

| Contractor Name / Cost Description                    | Contract Date | Contract Amt   | Eligible Amt | Disbursed To Date | Project Cost To Date | Elig. Contract Amt. Remaining | Costs Requested     |
|-------------------------------------------------------|---------------|----------------|--------------|-------------------|----------------------|-------------------------------|---------------------|
| Contingency                                           | 01/08/2025    | \$164,981.00   | \$0.00       | \$0.00            | \$0.00               | \$0.00                        |                     |
| Contingency                                           | Estimate      | \$164,981.00   | \$0.00       | \$0.00            | \$0.00               | \$0.00                        | ( not releaseable ) |
| New contracts (include copy of contract with request) |               |                |              |                   |                      |                               |                     |
|                                                       |               |                |              |                   |                      |                               |                     |
|                                                       |               |                |              |                   |                      |                               |                     |
| PROJECT TOTALS FOR C3-5378-05-00:                     |               | \$3,279,000.00 | \$271,384.00 | \$119,658.90      | \$119,658.90         |                               |                     |

LESS OFFSETS:

TOTAL NET REQUESTED FOR THIS DISBURSEME

106,607.37

#### Summary of SRF Funding for C3-5378-05-00 (all financings)

|                                        |    |              |
|----------------------------------------|----|--------------|
| Total Amount Financed by SRF:          | \$ | 2,473,997.00 |
| Total Grant:                           |    | 805,003.00   |
| Total Project Costs Disbursed to Date: |    | 119,658.90   |
| PLUS: Cost of Issuance Disbursed:      |    | 0.00         |
| Total SRF Funds Disbursed To Date:     | \$ | 119,658.90   |

#### Summary of SRF Funding for C3-5378-05-00 (current financing only)

|                       |    |              |
|-----------------------|----|--------------|
| SRF Financing Amount: | \$ | 2,473,997.00 |
| Grant Amount:         |    | 805,003.00   |
| Disbursed To Date:    |    | 119,658.90   |
| Available Balance:    | \$ | 3,159,341.10 |

Town of Thompson  
General Ledger Detail Transaction Report  
Fiscal Year 2026  
Account Number  
H000.8120.201  
Emerald Green PS 1, 2 & 3 Improvements & Generator

|                                                                                    |              |              |
|------------------------------------------------------------------------------------|--------------|--------------|
| Catskill Delaware Publications 111888 Bonding Legal Notice                         | 97.01        |              |
| SULLIVAN CO. CLERK Rock Hill/Emer Green Pub Int Order.1 Filing Fee Revised Bonding | 70.00        |              |
| Catskill Delaware Publications 112263 Estoppel Legal Notice                        | 143.21       |              |
| Wayne Bank EFC Disbursement #1 WIIA Grant C3-5378-05 Wire Fee                      | 15.00        |              |
|                                                                                    |              | \$325.22     |
| MHE Engineering, D.P.C. 24605 Emerald Green PS 1,2 & 3 Task # 24-715               | 51,000.00    |              |
| MHE Engineering, D.P.C. 24887 Emerald Green PS 1,2 & 3 Task # 24-715               | 5,000.00     |              |
| MHE Engineering, D.P.C. 25516 Emerald Green PS 1,2 & 3 Task # 24-715               | 2,500.00     |              |
| MHE Engineering, D.P.C. 25517 Emerald Green PS 1,2 & 3 Task # 24-715               | 106.95       |              |
| MHE Engineering, D.P.C. 25851 Emerald Green PS 1,2 & 3 Task # 24-715               | 2,500.00     |              |
| MHE Engineering, D.P.C. 26499 Emerald Green PS 1,2 & 3 Task # 24-715               | 25,000.00    |              |
| MHE Engineering, D.P.C. 26811 Emerald Green PS 1,2 & 3 Task # 24-715               | 10,000.00    |              |
| MHE Engineering, D.P.C. 27108 Emerald Green PS 1,2 & 3 Task # 24-715               | 5,175.20     |              |
| MHE Engineering, D.P.C. 27516 Emerald Green PS 1,2 & 3 Task # 24-715               | 5,000.00     |              |
|                                                                                    |              | \$106,282.15 |
| Total                                                                              | \$106,607.37 | \$106,607.37 |

**Marilee Calhoun (Town of Thompson)**

---

**From:** Mednick Law Office <michael@michaelmednick.com>  
**Sent:** Thursday, August 13, 2026 1:49 PM  
**To:** 'Melissa DeMarmels (Comptroller Town of Thompson)'  
**Cc:** 'Marilee Calhoun (Town of Thompson)'; 'Kelly Murran'; 'Scott Mace'  
**Subject:** RE: Thompson (T) C3-5378-02-00

Hi Melissa:

A simple resolution by the board authorizing the supervisor to sign the extension modification request would be the best practice here. Thanks.....Michael

---

**From:** Melissa DeMarmels (Comptroller Town of Thompson) [mailto:comptroller@thompsonny.gov]  
**Sent:** Thursday, August 13, 2026 12:00 PM  
**To:** 'Michael B. Mednick ESQ'  
**Cc:** 'Marilee Calhoun (Town of Thompson)'; 'Kelly Murran'; Scott Mace  
**Subject:** FW: Thompson (T) C3-5378-02-00

Michael,

Does this need to go on the agenda for Town Board approval or can Scott just sign it and send it back?

Best Regards,

*Melissa DeMarmels*

**From:** Matthew Sickler <msickler@mhepc.com>  
**Sent:** Wednesday, August 12, 2026 3:36 PM  
**To:** Scott Mace (supervisor@thompsonny.gov) <supervisor@thompsonny.gov>; Melissa DeMarmels (Comptroller Town of Thompson) <comptroller@thompsonny.gov>  
**Cc:** 'Beth A. Ferguson' <bferguson@fiscaladvisors.com>  
**Subject:** RE: Thompson (T) C3-5378-02-00

I've attached the request for modification to the finance agreement. Please review let me know if you have any questions. I tried to extend the schedule so that we don't run into the need to ask for a second extension.

Thanks,  
 Matt

**From:** Matthew Sickler  
**Sent:** Wednesday, August 12, 2026 8:20 AM  
**To:** Scott Mace (supervisor@thompsonny.gov) <supervisor@thompsonny.gov>; Melissa DeMarmels (Comptroller Town of Thompson) <comptroller@thompsonny.gov>  
**Cc:** 'Beth A. Ferguson' <bferguson@fiscaladvisors.com>  
**Subject:** FW: Thompson (T) C3-5378-02-00

Good morning,

I spoke with Shelley about the project schedule. We will need an extension to cover phase 2 work. I'll put together the form and send out to you later today.

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



**From:** Pascuzzi, Shelley (EFC) <[Shelley.Pascuzzi@efc.ny.gov](mailto:Shelley.Pascuzzi@efc.ny.gov)>  
**Sent:** Tuesday, August 4, 2026 4:57 PM  
**To:** Matthew Sickler <[msickler@mhepc.com](mailto:msickler@mhepc.com)>; [supervisor@thompsonny.gov](mailto:supervisor@thompsonny.gov)  
**Cc:** 'Beth A. Ferguson' <[bferguson@fiscaladvisors.com](mailto:bferguson@fiscaladvisors.com)>; [comptroller@thompsonny.gov](mailto:comptroller@thompsonny.gov)  
**Subject:** RE: Thompson (T) C3-5378-02-00

Hi Matt,

Could you please give me an update on the Town of Thompson 5378-02 project? I'm including a PFA modification form that will need to be submitted very soon if you don't feel this project will be ready to go Long - Term by October 2026. If you would like to have a call with the EFC Team please let me know.

Shelley

**From:** Matthew Sickler <[msickler@mhepc.com](mailto:msickler@mhepc.com)>  
**Sent:** Tuesday, June 23, 2026 10:38 AM  
**To:** Pascuzzi, Shelley (EFC) <[Shelley.Pascuzzi@efc.ny.gov](mailto:Shelley.Pascuzzi@efc.ny.gov)>; [supervisor@thompsonny.gov](mailto:supervisor@thompsonny.gov)  
**Cc:** 'Beth A. Ferguson' <[bferguson@fiscaladvisors.com](mailto:bferguson@fiscaladvisors.com)>; [comptroller@thompsonny.gov](mailto:comptroller@thompsonny.gov)  
**Subject:** RE: Thompson (T) C3-5378-02-00

**Attention:** This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good morning Shelley,

We have submitted the executed contracts to USDA RD for their concurrence. We expect to receive that from them shortly and will then schedule a pre-construction conference. We anticipate actual construction activities to commence in August.

As soon as we have a detailed schedule from the contractors I will forward it to you.

Please let me know if you need any additional information at this time.

Matt



111 Wheatfield Drive, Suite 1  
Milford, PA 18337

**Matthew Sickler P.E.**  
Associate

Office: (570) 296-2765

Fax: (570) 296-2767

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



**From:** Pascuzzi, Shelley (EFC) <[Shelley.Pascuzzi@efc.ny.gov](mailto:Shelley.Pascuzzi@efc.ny.gov)>  
**Sent:** Tuesday, June 23, 2026 10:33 AM  
**To:** Matthew Sickler <[msickler@mhepc.com](mailto:msickler@mhepc.com)>; [supervisor@thompsonny.gov](mailto:supervisor@thompsonny.gov)  
**Cc:** 'Beth A. Ferguson' <[bferguson@fiscaladvisors.com](mailto:bferguson@fiscaladvisors.com)>; [comptroller@thompsonny.gov](mailto:comptroller@thompsonny.gov)  
**Subject:** Thompson (T) C3-5378-02-00  
**Importance:** High

Supervisor,

A couple weeks ago I sent an email looking for an update on this project but never heard back. This financing is about 9 months from maturity, and EFC will need an update on the projects progress.

Thank you

**SHELLEY A. PASCUZZI**

Financial Analyst I

**Environmental Facilities Corporation**  
625 Broadway, Albany, New York 12207-2997  
518.402.7085 | [shelley.pascuzzi@efc.ny.gov](mailto:shelley.pascuzzi@efc.ny.gov)  
[efc.ny.gov](http://efc.ny.gov)  
[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [X](#)

**Clean Water. Affordable Solutions. Track the Impact of EFC's Investments.**



## Environmental Facilities Corporation

KATHY HOCHUL  
Governor

MAUREEN A. COLEMAN  
President and CEO

**TO:** Authorized Representatives of New York State Revolving Fund (SRF) Financings

**FROM:** Rebecca Walker, Director of Equity Finance

**SUBJECT:** Request to Modify a Project Finance Agreement (PFA)

---

Municipalities requesting to modify an existing EFC PFA must do so in writing using the following form. Modifications include time extensions, requests for additional funds, and/or changes in project scope. Please note that all modifications to existing interest-bearing short-term financings will include a reset of the interest rate based on current market conditions.

The request must include detailed information that fully explains the reason(s) for the modification(s). If an increase in EFC funding is being requested, an up-to-date project budget must be submitted. After receiving your request and budget, EFC may also ask that a Project Affordability Form be submitted.

Please email your completed form and any supporting documents to [CWApply@efc.ny.gov](mailto:CWApply@efc.ny.gov) (clean water projects) or [DWApply@efc.ny.gov](mailto:DWApply@efc.ny.gov) (drinking water projects) with the subject line "PFA Modification Request" **no later than the due date listed on the top of the next page**. Requests submitted outside of this timeframe or with insufficient detail will not be considered. In such cases, EFC will expect the municipality to adhere to all provisions of its executed PFA.

Your project team remains committed to assisting you. If you have any questions, please contact them as soon as possible so they may help you see your project through to completion.

**Due Date:** \_\_\_\_\_  
(For EFC Use Only)

**Request to Modify an EFC Project Finance Agreement**  
(Attach supporting documents as necessary)

Recipient: TOWN OF THOMPSON

Project Number: C3-5378-02-00

**1. Type of Modification** (Check all that apply):

- ☒ Time Extension. Requested Extension: 20 mos.
- ☐ Cost Increase. Additional Funds Requested: \$
- ☐ Change in Scope

**2. Reason(s) for Request** (including efforts to resolve the need for modification):

The delay is the result of obtaining additional property easements for the new pump station along New York State Route 17B. The property owner has now agreed to provide the necessary easement which is currently being prepared. Additional development in the area tributary to the Route 17B pump station has also required design changes to the proposed pump station.

The first phase of the project is currently under construction with the Notice to Proceed issued to contractors on July 17, 2026. A proposed schedule for the completion of phase 2 is attached.

**3. Current Construction Schedule** (or submit as a separate attachment)

| <u>Description</u>                                | <u>Start</u>     | <u>Completion</u> |
|---------------------------------------------------|------------------|-------------------|
| Phase 1 construction                              | <u>7/27/2026</u> | <u>6/22/2027</u>  |
| Phase 2 construction (detailed schedule attached) | <u>4/20/2027</u> | <u>6/20/2028</u>  |
| _____                                             | _____            | _____             |
| _____                                             | _____            | _____             |

#### 4. Current Budget

A. Please confirm:

☐ The project budget has been updated within the past 6 months.

B. Please check one:

☒ The project budget has not changed and/or will not require additional funding from EFC.

☐ The project budget has changed and will require additional funding from EFC. An updated budget is being submitted with this request.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

8-12-2026

\_\_\_\_\_  
Consulting Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Financial Advisor (if contracted)

\_\_\_\_\_  
Date

-----EFC Use Only-----

|                        | Current Financing | If Amended |
|------------------------|-------------------|------------|
| Closing Date           |                   | N/A        |
| Maturity Date          |                   |            |
| Financing Amount       |                   |            |
| Hardship (yes/no)      |                   |            |
| EFC Grant(s) Amount    |                   |            |
| % of Funding Disbursed |                   | N/A        |
| Total Project Costs    |                   |            |

EFC Board Approval Needed: Yes ☐ No ☐

TOWN OF THOMPSON  
HARRIS SEWER DISTRICT IMPROVEMENTS PROJECT  
EFC PROJECT C3-5378-02-00  
PHASE 2 CONSTRUCTION SCHEDULE

|                                          |            |
|------------------------------------------|------------|
| SUBMIT REVISED ENGINEERING REPORT TO EFC | 9-22-2026  |
| SUBMIT CONSTRUCTION DOCUMENTS TO EFC     | 11-16-2026 |
| ADVERTISEMENT FOR BIDS                   | 1-26-2027  |
| AWARD BIDS                               | 3-16-2027  |
| NOTICE TO PROCEED ISSUED TO CONTRACTORS  | 4-20-2027  |
| COMPLETE CONSTRUCTION                    | 5-16-2028  |
| PROJECT CLOSOUT FINAL PAYMENT            | 6-20-2028  |

Moved by: Councilman Pavese

Seconded by: Councilwoman Meddaugh

Vote: Ayes 5

Mace, Pavese, Schock, Meddaugh and Benjamin

Nays 0

**OLD BUSINESS:**

There was no old business reported on.

**NEW BUSINESS:**

*revised*

**1) PURCHASE REQUEST: PARKS & RECREATION DEPARTMENT – ROOF MATERIALS FOR MAINTENANCE BUILDING AT LAKE IDA PARK**

**The Following Resolution Was Duly Adopted: Res. No. 349 of the Year 2026.**

Resolved, that the purchase request of Superintendent Glenn Somers for the Parks & Recreation Department hereby be approved as follows:

**Fallsburg Lumber Co., Inc.**

**\$8,818.69 Total Cost**

Price Quote # 2607-585949 – Metal Roof Materials for Maintenance Building at Lake Ida Park.

(Procurement: (1) Additional Price Quote obtained as follows: 1) Wyde Lumber & Supply Corp., Price Quote # 2607-064493 for \$8,912.40 total cost.)

Moved by: Councilman Pavese

Seconded by: Councilman Benjamin

Vote: Ayes 5

Mace, Pavese, Meddaugh, Schock, and Benjamin

Nays 0

**2) APPROVE BILL FROM WIRE PRO ELECTRIC IN THE AMOUNT OF \$4,134.46 FOR LIGHT POLE REPLACEMENT NEAR EXIT 105, NYS ROUTE 42**

**The Following Resolution Was Duly Adopted: Res. No. 350 of the Year 2026.**

Resolved, that the following work be approved, as per the Streetlight Maintenance Agreement and payment as follows:

**WirePro Electric**

**\$4,134.46 Total Cost**

Estimate # 11817 – \$4,134.46 for Light Fixture Replacement in the Route 42 Lighting District along NYS Route 42 near Exit 105 as a result of a car accident.

Moved by: Councilman Benjamin

Seconded by: Councilman Schock

Vote: Ayes 5

Mace, Pavese, Schock, Meddaugh and Benjamin

Nays 0

**3) DISCUSSION: VILLAGE OF ATARES (IMA) – BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY ISSUES**

Director Carnell reported on a concern regarding the (IMA) with the Village of Ateres involving the building inspections and construction monitoring services on building permits issued by our Building Department. A discussion was held regarding this



Fallsburg Lumber Co., Inc  
13 LAUREL AVE  
PO BOX 649  
South Fallsburg NY 12779  
845-434-6161  
Fax: 845-434-6997



## QUOTE

2607-585949 R5 PAGE 1 OF 1

| SOLD TO                                                        |
|----------------------------------------------------------------|
| TOWN OF THOMPSON<br>4052 ROUTE 42 NORTH<br>MONTICELLO NY 12701 |

| JOB ADDRESS                             |
|-----------------------------------------|
| PARKS AND RECS<br>12701<br>845-794-2500 |

| ACCOUNT      | JOB        |
|--------------|------------|
| TO090        | 0          |
| CREATED ON   | 07/30/2026 |
| EXPIRES ON   | 08/29/2026 |
| BRANCH       | 1000       |
| CUSTOMER PO# |            |
| STATION      | WS01       |
| CASHIER      | NL         |
| SALESPERSON  | H          |
| ORDER ENTRY  | BY         |
| MODIFIED BY  | NL         |

| Item             | Description                                                               | D | Quantity | UM  | Price                              | Per       | Amount   |
|------------------|---------------------------------------------------------------------------|---|----------|-----|------------------------------------|-----------|----------|
| N2Z              | 26GA PBR PANEL PAINTED<br>22 PANELS 12'<br>22 PANELS 15'<br>22 PANELS 25' |   | 1,144    | EA  | 5.3400                             | LF        | 6,108.96 |
| 4UPF31EAVE EDGE  | 29GA PF-31 EAVE EDGE 10'6"                                                |   | 14       | EA  | 14.9900                            | EA        | 209.86   |
| 4UPF3610RAKE     | 29GA PF-36 RAKE TRIM 10'6"                                                |   | 14       | EA  | 27.9900                            | EA        | 391.86   |
| 4UPF10TRANSITION | 29GA PF-10 TRANSITION FLASHING<br>TRIM 10'6" SPECIFY BOTH PITCH           |   | 7        | EA  | 27.9900                            | EA        | 195.93   |
| N2Z              | 29GA PF-52 RIDGE CAP                                                      |   | 7        | EA  | 45.0000                            | LF        | 315.00   |
| N2Z              | PBR OUTSIDE CLOSURE STRIP                                                 |   | 70       | EA  | 1.5500                             | LF        | 108.50   |
| N2Z              | PBR INSIDE CLOSURE STRIP                                                  |   | 50       | EA  | 1.5500                             | LF        | 77.50    |
| 4MC5             | METAL ROOF SCREWS 1 1/2" (250)                                            |   | 13       | EA  | 20.0000                            | EA        | 260.00   |
| 4MC6             | METAL ROOF SCREWS 2" (250)                                                |   | 2        | EA  | 23.0000                            | EA        | 46.00    |
| N2Z              | 3/8X3/16 TRI BEAD BUYTL TAPE                                              |   | 30       | EA  | 6.9900                             | LF        | 209.70   |
| 4UPF1875FASCIA   | 29GA PF-18 7 1/2" FASCIA IN<br>COLOR 10'2"                                |   | 24       | EA  | 24.9900                            | EA        | 599.76   |
| 4RHHIWS          | 2 SQ HIGH HEAT ICE AND<br>WATER SHIELD                                    |   | 8        | ROL | 136.9900                           | ROL       | 1,095.92 |
|                  |                                                                           |   |          |     | Subtotal                           |           | 9,618.99 |
|                  |                                                                           |   |          |     | NY011 0.00%<br>EXE:<br>STATELETTER | Sales Tax | 0.00     |
|                  |                                                                           |   |          |     | Total                              |           | 9,618.99 |

Buyer:

Signature



Wyde Lumber & Supply Corporation  
P. O. Box 39  
419 Route 17 B  
Mongaup Valley NY 12762  
845-794-5770  
Fax: 845-794-6420



## QUOTE

2607-064493 R5 PAGE 1 OF 1

| SOLD TO                                               |
|-------------------------------------------------------|
| TOWN OF THOMPSON<br>4052 RT 42<br>MONTICELLO NY 12701 |

| JOB ADDRESS                                                                                |
|--------------------------------------------------------------------------------------------|
| BRAD BASTONE 914 799 0770<br>BBASTONE@THOMPSONNY.GOV<br>NY 12701<br>794-2500 GLEN 798 0571 |

| ACCOUNT      | JOB        |
|--------------|------------|
| 794250       | 0          |
| CREATED ON   | 07/31/2026 |
| EXPIRES ON   | 08/05/2026 |
| BRANCH       | 1000       |
| CUSTOMER PO# |            |
| STATION      | 64         |
| CASHIER      | AM         |
| SALESPERSON  |            |
| ORDER ENTRY  | AM         |
| MODIFIED BY  | AM         |

Thank You for Shopping Wyde  
Lumber!

| Item      | Description                            | D | Quantity | U/M  | Price                        | Per       | Amount    |
|-----------|----------------------------------------|---|----------|------|------------------------------|-----------|-----------|
| SOI       | STEEL ROOFING26 GA PBR<br>COFFEE BROWN |   | 1,144    | EACH | 5.1000                       | EACH      | 5,834.40  |
| 10DB      | 10' DRIP EDGE BRN                      |   | 14       | PC   | 15.0000                      | PC        | 210.00    |
| RAKE      | 10 RAKE RESIDENTIAL                    |   | 14       | EACH | 25.0000                      | EACH      | 350.00    |
| SOI       | PF10 SLOPE TRANSITION FLASHIN          |   | 7        | EACH | 40.0000                      | EACH      | 280.00    |
| 10RC      | 10' RIDGE CAP                          |   | 7        | PC   | 45.0000                      | PC        | 315.00    |
| CLOUSERI  | INSIDE CLOUSER STRIP ST ROOFING        |   | 50       | EACH | 2.0000                       | EACH      | 100.00    |
| CLOUSERO  | OUTSIDE CLOUSER STRIP ST ROOFING       |   | 70       | EACH | 2.0000                       | EACH      | 140.00    |
| SCREWS    | STEEL ROOFING SCREWS W/WASHER          |   | 13       | EACH | 27.0000                      | EACH      | 351.00    |
| SOI       | 2" SCREWS C BROWN                      |   | 2        | EACH | 30.0000                      | EACH      | 60.00     |
| BUTYLTAPE | 3/8 X 3/32 X 40' BUTYL TAPE            |   | 30       | EA   | 10.0000                      | EA        | 300.00    |
| 8AFB      | 8" ALUM FACIA BRN 12'                  |   | 24       | EA   | 27.0000                      | EA        | 648.00    |
| DEL       | FUEL SUR CHARGE & DELIVERY             |   | 1        | EA   | 200.0000                     | EA        | 200.00    |
| IWSH      | HIGH HEAT ICE/WATER WIP 300            | N | 8        | EA   | 175.0000                     | EA        | 1,400.00  |
|           |                                        |   |          |      | Subtotal                     |           | 10,188.40 |
|           |                                        |   |          |      | EXE 0.00%<br>EXE: TAX EXEMPT | Sales Tax | 0.00      |
|           |                                        |   |          |      | Total                        |           | 10,188.40 |

Buyer:

Signature

**Marilee Calhoun (Town of Thompson)**

---

**From:** Jill Weyer (Town of Thompson) <jweyer@thompsonny.gov>  
**Sent:** Thursday, August 13, 2026 1:54 PM  
**To:** supervisor@thompsonny.gov  
**Cc:** marilee@thompsonny.gov  
**Subject:** FW: Newly Revised Playground Quote  
**Attachments:** 120401-01-14\_Quote Lake Ida Playground.pdf; Lake Ida Area 1 Renderings.pdf; Lake Ida Area 2 Renderings.pdf

Here is the revised quote for Tuesday's meeting for the playground and site amenities for Lake Ida. I'll touch base with Melissa if we need a special approval to use the Park Fees, as Sullivan 180 will only cover \$100K. We thought we might need to use Park Fees for the new playground at East Mongaup but we were able to use up the Park budget at the end of the year and didn't actually use Park Fees. Thanks!

---

**From:** Andre Bertrand <abertrand@mrcrec.com>  
**Sent:** Thursday, August 13, 2026 1:29 PM  
**To:** Jill Weyer (Town of Thompson) <jweyer@thompsonny.gov>  
**Subject:** Newly Revised Playground Quote

Hi Jill. Here ya go. Thanks!

Get Outlook for iOS

# QUOTE

120401-01-14 • 08/13/2026



A PLAYCORE Company

## NY Thompson Town of Lake Ida Playground

**Customer:**

Thompson Town of  
4052 NYS Route 42  
Monticello, NY 12701  
United States

Ship to Zip: 12701

**Prepared for:**

Jill Weyer  
Phone: 845-794-2500 Ext. 304  
jweyer@townofthompson.com

**Prepared by:**

C/O MRC, Inc.  
PO Box 106  
Spring Lake, NJ 07762  
800.922.0070  
hello@mrcrec.com  
www.mrcrec.com

| Quantity            | Part #    | Description                                                                                                                               | Unit Price  | Amount      |
|---------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| <b>AREA 1</b>       |           |                                                                                                                                           |             |             |
| 1                   | RDU       | GameTime - Xscape Custom Designed 5-12 Play System                                                                                        | \$61,068.85 | \$61,068.85 |
| 1                   | RDU       | GameTime - Tree Swing, 1 Enclosed Tot Seat and Zero-G (2-5)                                                                               | \$11,720.00 | \$11,720.00 |
| 1                   | 38208     | GameTime - Cattail Spinner                                                                                                                | \$2,981.00  | \$2,981.00  |
| 1                   | 6368      | GameTime - Canoe Two-Person Spring Rider                                                                                                  | \$3,194.00  | \$3,194.00  |
| 2                   | 28009     | GT-Site - 6' P/S Bench W/Back Inground                                                                                                    | \$1,130.00  | \$2,260.00  |
| 60                  | 4862      | GameTime - 12" Playground Border                                                                                                          | \$91.46     | \$5,487.60  |
| <b>AREA 2</b>       |           |                                                                                                                                           |             |             |
| 1                   | RDU       | GameTime - PrimeTime 3 Bay Swing, 2 Belt Seats, 2 Enclosed Tot Seats, 1 Zero-G (2-5) Swing, and 1 Expression Swing                        | \$9,250.00  | \$9,250.00  |
| 40                  | 4850      | GameTime - 8" Playcurb Pkg                                                                                                                | \$93.66     | \$3,746.40  |
| <b>GENERAL AREA</b> |           |                                                                                                                                           |             |             |
| 2                   | 28028     | GT-Site - Sway Bench                                                                                                                      | \$2,559.00  | \$5,118.00  |
| 4                   | 28024     | GT-Site - Receptacle W/Dome Top Inground                                                                                                  | \$1,952.00  | \$7,808.00  |
| 3                   | S1306     | GT-Site - 6'S1300 BNCH,w/BCK PERF-THERM FRM                                                                                               | \$1,674.00  | \$5,022.00  |
| 2                   | 161290    | GameTime - Geo-Textile 2250 Sqft Roll                                                                                                     | \$1,265.00  | \$2,530.00  |
| 1                   | 161291    | GameTime - Geo-Textile 1125 Sqft Roll                                                                                                     | \$631.00    | \$631.00    |
| 1                   | EWF504913 | GT-Impax - Supply 222 CY Engineered Wood Fiber Safety Surfacing Covers<br>Area1-3456 sf @ 12" depth<br>Area 2-1536 sf @ 8" depth          | \$7,326.00  | \$7,326.00  |
| 1                   | INSTALL   | GameTime - By a certified GameTime installer<br>Installation of new equipment<br>installation Engineered Wood Fiber and 1 layer of fabric | \$54,036.00 | \$54,036.00 |

# QUOTE

120401-01-14 • 08/13/2026



A PLAYCORE Company

Contract: OMNIA #2017001134

|             |               |
|-------------|---------------|
| Sub Total   | \$182,178.85  |
| Discount    | (\$18,267.88) |
| Freight     | \$8,207.59    |
| <hr/>       |               |
| Grand Total | \$172,118.56  |

## Comments

Shipping to Monticello NY

Bonds are not included and will be an additional cost if required

**CUSTOMER IS RESPONSIBLE FOR OFF-LOADING OF EQUIPMENT FROM DELIVERY TRUCK**

Sales tax is not included. Please supply a copy of your tax exempt certificate when placing your order

ab af

**CHOOSE YOUR COLOR SCHEME:** IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: [www.gametime.com](http://www.gametime.com). INDICATE YOUR SELECTION BELOW. **GAMETIME PLAY PALETTE:** \_\_\_\_\_ **NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.**

# QUOTE

120401-01-14 • 08/13/2026



A PLAYCORE Company

This quotation is subject to policies in the current GAMETIME PARK & PLAYGROUND CATALOG and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to **GAMETIME c/o MRC**. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

**PRICING / PAYMENT:** Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to **GameTime**. Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

**TAXES:** State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

**FREIGHT/SHIPMENT:** Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 6-10 weeks after Marturano's receipt and acceptance of your PURCHASE ORDER, signed quotation, drawing approval (if required) and color selections. Some products may require longer lead times. Consult with your Sales Representative for any extended lead times that may apply to your order.

**RECEIPT OF GOODS:** Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

**INSTALLATION:** Installation by a Gametime Certified Installer

- Installation assumes a flat, dirt surface with no grading preparation required.
- Gametime's installer is not responsible for any site preparation, and/or grading.
- Customer is responsible for calling **888-DIG-SAFE** a minimum of 72 hours before installation is to begin.
- Direct access is required for large construction vehicles. All work is to be done in one move.
- All excavated material is to remain on site.
- Customer is responsible for accepting delivery, storage of equipment and transporting equipment from storage to the site, if storage is other than installation site.
- Customer will be responsible for unloading the truck and disposal of packaging.
- Unforeseen subsurface obstructions may incur additional charges.

**EXCLUSIONS:** Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

**TO ORDER:** Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

**Sales Representative: Andre Bertrand**

# QUOTE

120401-01-14 • 08/13/2026



A PLAYCORE Company

## Acceptance of quotation: (ALL INFORMATION REQUIRED)

Accepted By (printed): \_\_\_\_\_ P.O. No: \_\_\_\_\_

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

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

Email: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Purchase Amount: **\$172,118.56**

## Order Information: (ALL INFORMATION REQUIRED)

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_

Bill To Contact: \_\_\_\_\_ Ship To Contact: \_\_\_\_\_

Bill To Email: \_\_\_\_\_ Ship To Email: \_\_\_\_\_

Bill To Phone: \_\_\_\_\_ Ship To Phone: (Office): \_\_\_\_\_

(Cell): \_\_\_\_\_

Bill to Address: \_\_\_\_\_ Ship To Address: \_\_\_\_\_

Bill To City, State, Zip: \_\_\_\_\_ Ship To City, State, Zip: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)



Lake Ida Playground - Thompson, NY

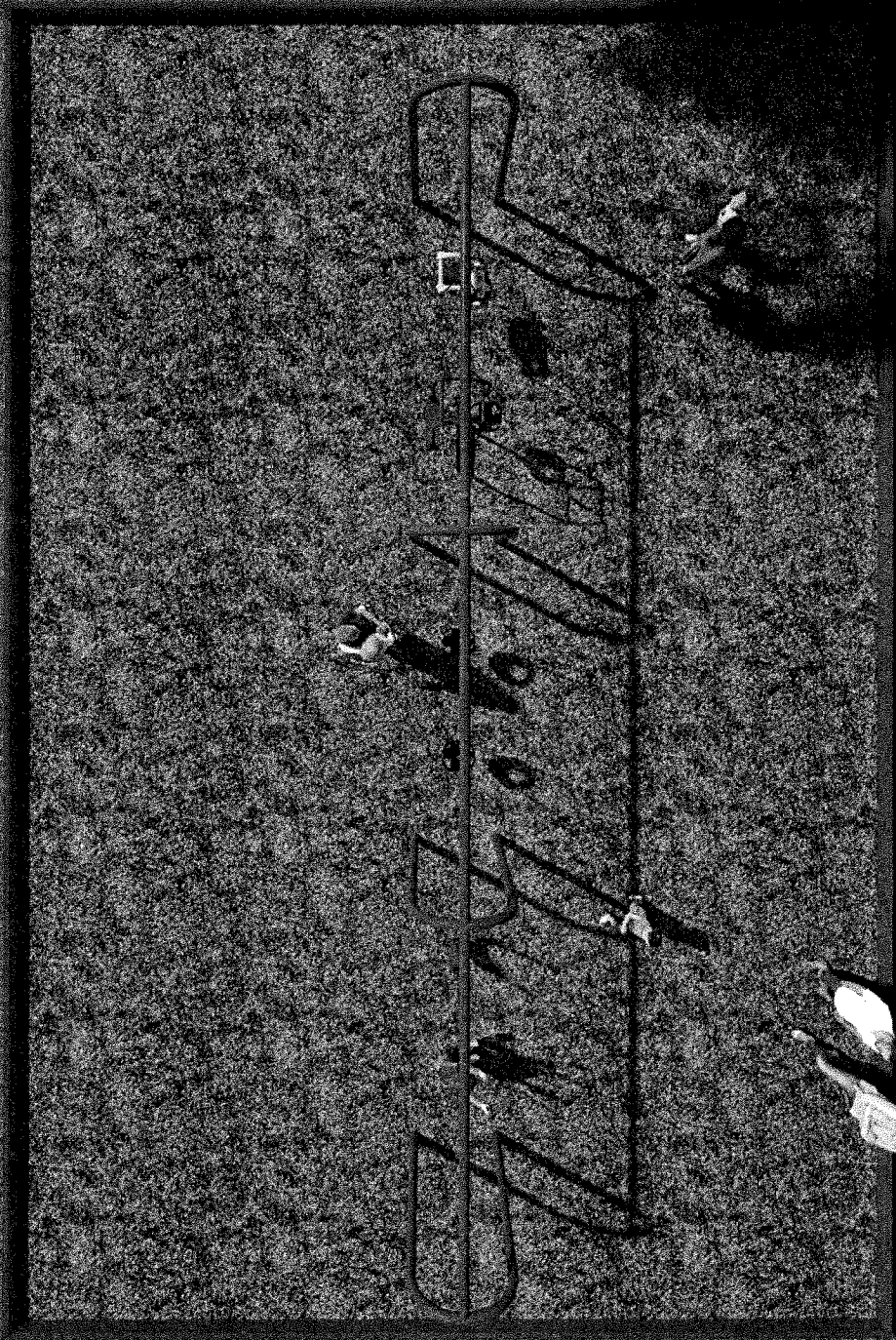




play. site. sport.



Lake Ida Playground - Thompson, NY



MSG National Properties, LLC

Group Sales Department

Phone: (212) 465-6080 | Email: group.sales@msg.com | Website: www.rockettes.com

2026 CHRISTMAS SPECTACULAR GROUP SALES INVOICE

Account # 77520692

Town of Thompson

Jamie Ferriero  
4052 Route 49N  
Monticello, NY 12701

Contact Information

Day:

Eve:

Fax:

Email: JFerriero@thompsonny.gov

Invoice #: 1166128

If your mailing information is different than it appears on this invoice, please contact our office.

| EVENT                   | DATE     | SECTION | ROW | SEATS     | NO. | SEAT PRICE | TOTAL      |
|-------------------------|----------|---------|-----|-----------|-----|------------|------------|
| Sun Nov 22, 2026 2:00pm | 11/22/26 | 3RDMZ7  | F   | 701 - 708 | 8   | \$110.00   | \$880.00   |
| Sun Nov 22, 2026 2:00pm | 11/22/26 | 3RDMZ7  | G   | 701 - 705 | 5   | \$110.00   | \$550.00   |
| Sun Nov 22, 2026 2:00pm | 11/22/26 | 3RDMZ6  | D   | 601 - 614 | 14  | \$110.00   | \$1,540.00 |
| Sun Nov 22, 2026 2:00pm | 11/22/26 | 3RDMZ6  | H   | 605 - 613 | 9   | \$110.00   | \$990.00   |
| Sun Nov 22, 2026 2:00pm | 11/22/26 | 3RDMZ7  | E   | 701 - 709 | 9   | \$110.00   | \$990.00   |
| Sun Nov 22, 2026 2:00pm | 11/22/26 | 3RDMZ7  | C   | 701 - 709 | 9   | \$110.00   | \$990.00   |
| Sun Nov 22, 2026 2:00pm | 11/22/26 | 3RDMZ7  | B   | 701 - 710 | 10  | \$110.00   | \$1,100.00 |
| Sun Nov 22, 2026 2:00pm | 11/22/26 | 3RDMZ6  | E   | 601 - 614 | 14  | \$110.00   | \$1,540.00 |

Initial Payments will be processed upon signing of this invoice, including acceptance of the MSG Ticket Purchase Terms and Conditions.

Applicable tax included in seat price.

\$10 Facility Fee included in the price of each ticket.

TOTAL

TOTAL AMOUNT PAID

CREDIT ON ACCOUNT

TOTAL AMOUNT DUE

ALL SALES FINAL. NO REFUNDS AND NO

EXCHANGES  
Terms and Conditions

The purchase of the above-described group tickets (the "Ticket Purchase") and all payments hereunder by the undersigned buyer ("Buyer") are subject to the terms and conditions of this invoice (the "Invoice") and the MSG Ticket Purchase Terms and Conditions (the "T&C's"), which are attached hereto and incorporated by reference herein. The Invoice and the T&C's constitute the agreement with MSG National Properties, LLC ("MSG") (the "Agreement")

Buyer agrees that Buyer is committing to the non-refundable purchase of 2026 Christmas Spectacular Group Sales Tickets as set forth in this Agreement. Buyer agrees that the signature below shall be deemed to constitute Buyer's consent to the T&C's.

Signature (required) \_\_\_\_\_

Payment and Shipping Information: Town of Thompson

Acct # 77520692

Make checks payable to: MSG National Properties, LLC and send to the below address. Please include account number on checks

ATTN : MSG AR  
2 Penn Plaza, 29th Floor  
New York, NY 10121

For credit card payments, please visit <https://am.ticketmaster.com/msg/> to make your secure payment.

Payment Options:

- Payment in Full: Payment due within 24 hours of Buyer's receipt of this Invoice.
- 25% Payment: 25% due within 24 hours of Buyer's receipt of this invoice. Final payment due no later than October 15, 2026.
- Monthly Payment - First payment due within 24 hours of Buyer's receipt of this invoice. Monthly payments will be invoiced on or about the 15th of every month with the final payment due no later than October 15, 2026.

7/16/2026

**MSG National Properties, LLC****Group Sales Department**Phone: (212) 465-6080 | Email: [group.sales@msg.com](mailto:group.sales@msg.com) | Website: [www.rockettes.com](http://www.rockettes.com)**2026 CHRISTMAS SPECTACULAR GROUP SALES INVOICE**

Account # 77520692

Town of Thompson

Jamie Ferriero  
4052 Route 49N  
Monticello, NY 12701

## Contact Information

Day:

Eve:

Fax:

Email: [JFerriero@thompsonny.gov](mailto:JFerriero@thompsonny.gov)

Invoice #: 1166128

If your mailing information is different than it appears  
on this invoice, please contact our office.

| EVENT                   | DATE     | SECTION | ROW | SEATS     | NO. | SEAT PRICE | TOTAL      |
|-------------------------|----------|---------|-----|-----------|-----|------------|------------|
| Sun Nov 22, 2026 2:00pm | 11/22/26 | 3RDMZ7  | D   | 701 - 709 | 9   | \$110.00   | \$990.00   |
| Sun Nov 22, 2026 2:00pm | 11/22/26 | 3RDMZ6  | G   | 601 - 614 | 14  | \$110.00   | \$1,540.00 |
| Sun Nov 22, 2026 2:00pm | 11/22/26 | 3RDMZ6  | F   | 601 - 614 | 14  | \$110.00   | \$1,540.00 |

Initial Payments will be processed upon signing of this invoice, including  
acceptance of the MSG Ticket Purchase Terms and Conditions.

Applicable tax included in seat price.

\$10 Facility Fee included in the price of each ticket.

TOTAL \$12,650.00

TOTAL AMOUNT PAID \$0.00

CREDIT ON ACCOUNT \$0.00

TOTAL AMOUNT DUE \$12,650.00

ALL SALES FINAL. NO REFUNDS AND NO

**EXCHANGES**  
**Terms and Conditions**

The purchase of the above-described group tickets (the "Ticket Purchase") and all payments hereunder by the undersigned buyer ("Buyer") are subject to the terms and conditions of this invoice (the "Invoice") and the MSG Ticket Purchase Terms and Conditions (the "T&amp;C's"), which are attached hereto and incorporated by reference herein. The Invoice and the T&amp;C's constitute the agreement with MSG National Properties, LLC ("MSG") (the "Agreement")

Buyer agrees that Buyer is committing to the non-refundable purchase of 2026 Christmas Spectacular Group Sales Tickets as set forth in this Agreement. Buyer agrees that the signature below shall be deemed to constitute Buyer's consent to the T&amp;C's.

Signature (required) \_\_\_\_\_

Payment and Shipping Information: Town of Thompson

Acct # 77520692

Make checks payable to: MSG National Properties, LLC and send to the below address. Please include account number on checks

ATTN: MSG AR  
2 Penn Plaza, 29th Floor  
New York, NY 10121For credit card payments, please visit <https://am.ticketmaster.com/msg/> to make your secure payment.**Payment Options:**

- Payment in Full: Payment due within 24 hours of Buyer's receipt of this Invoice.
- 25% Payment: 25% due within 24 hours of Buyer's receipt of this invoice. Final payment due no later than October 15, 2026.
- Monthly Payment - First payment due within 24 hours of Buyer's receipt of this invoice. Monthly payments will be invoiced on or about the 15th of every month with the final payment due no later than October 15, 2026.

7/16/2026