

511 Sand Hill Rd.
Gardiner, NY 12525
December 14, 2023

Supervisor Marybeth Majestic
Town of Gardiner
2340 Rt. 44-55
Gardiner, NY 12525

Dear Marybeth,

It's my understanding that legal constraints prohibit an individual from occupying a Town Councilperson seat at the same time as occupying a seat on a board or commission of the same town; consequently, as you have requested, I hereby resign from my current positions on Gardiner's Board of Ethics, Board of Assessment Review, and Environmental Conservation Commission.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Hartner", with a long horizontal flourish extending to the right.

Michael Hartner
Town Councilperson Elect

Copy: Town Councilpersons Carucci, Richman, Walls, and Wiegand
Bernetta Calderone, Board of Assessment Review Chair
Joan Parker, ECC Chair
Jon Simonson, Ethics Board Chair



RDA Investment Summary

Gardiner Cloud-Based Server

Gardiner, NY
ATTN: Marybeth Majestic, Town Supervisor
PO Box 1
Gardiner, NY 12525

December 20th, 2023

Name	Description	Amount
Cloud-Based Server	The existing server is paid through June 2024.	0.00
RDA Support	RDA Monthly Support Covers Jan 1st, 2024 - March 31st, 2024.	\$3,000.22
Total		\$3,000.22

Pricing Terms and Conditions:

- Unlimited client user access. (read, write & print)
- RDA Program updates included.
- Helpdesk Support included.
- Nightly backups are included.
- Standard Level Disaster Recovery
- Cloud fees are based on an annual contract. Monthly rates are available but at a higher monthly rate than the annual contract.
- Unless other arrangements are agreed upon, billing for all products and services will be invoiced in full upon receipt of the signed proposal.

Contact Information:

157 Stockade Drive
Kingston, NY 12401

Phone 845-331-5030
Fax 845-331-0242
Web www.uhy-us.com

December 21, 2023

Marybeth Majestic, Supervisor
Town of Gardiner
PO Box 1
Gardiner NY 12525

To the Town Board and Supervisor of the Town of Gardiner, New York:

We are pleased to confirm our acceptance and understanding of the services we are to provide for the Town of Gardiner, New York for the year ended December 31, 2023.

We will prepare the annual financial report update document and related notes for the Town of Gardiner, New York as of December 31, 2023 and for the year then ended in accordance with the form prescribed by the State of New York, Office of the State Comptroller Division of Municipal Affairs, Albany, New York (NYSOSC) and perform a compilation engagement with respect to the annual report update document (AUD). In addition, the supplementary information will be prepared and presented with the annual financial report update document. Such supplementary information is the responsibility of management and will be subject to our compilation engagement.

We will assist your bookkeeper in adjusting the books of accounts with the objective that she will be able to prepare a working trial balance from which the annual report update document can be prepared. Your bookkeeper will provide us with a detailed trial balance and any supporting schedules we require.

Our Responsibilities

The objective of our engagement is to:

1. prepare financial statements in accordance with the prescribed form presented in accordance with the requirements of the State of New York, Office of the State Comptroller Division of Municipal Affairs based on information provided by you, and.
2. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the format prescribed by NYSOSC.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing any consulting services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the financial statements in accordance with the format prescribed by NYSOSC and GAAP for fund financial statements and assist you in the presentation of the financial statements in accordance with the format prescribed by NYSOSC and GAAP for fund financial statements. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the format prescribed by NYSOSC as the financial reporting framework to be applied in the preparation of financial statements.
2. The preparation and fair presentation of financial statements in accordance with the format prescribed by NYSOSC. This includes –
 - a. A description of the format prescribed by NYSOSC, including a summary of significant accounting policies, and how the basis of accounting differs from accounting principles generally accepted in the United States of America, the effects of which need not be quantified.
 - b. Information disclosures similar to those required by accounting principles generally accepted in the United States of America.
3. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
4. The prevention and detection of fraud.
5. To ensure that the municipality complies with the laws and regulations applicable to its activities.
6. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
7. To provide us with-
 - access to all information of which you are aware is relevant to the fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the municipality of whom we can determine it necessary to make inquiries.

You agree to assume all management responsibilities for the AUD preparation services, and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skills, knowledge, and/or experience; evaluate the adequacy and results of the

services; and accept responsibility for them. It is your responsibility to maintain original data and records as well as the information produced by information systems. We cannot accept and have no responsibility to maintain any of your data, records, or information. Darlene Halstead and Marybeth Majestic will be the designated management representatives to oversee our non-attest services.

Nonattest services we will provide include, but are not limited to:

- We will assist the Town in the completion and submission of the New York State annual financial report update document for the year ended December 31, 2023.

Our Report

As a part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a part of this engagement.

Our report will disclose that the financial statements are presented in a prescribed form in accordance with the requirements of NYSOSC and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so. The supplementary information accompanying the financial statements will be presented for purposes of additional analysis. Our report will not express an opinion, a conclusion, nor provide any assurance on such information.

Other Relevant Information

Bradley Cummings, CPA is the engagement principal and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our anticipated fees for these services will be \$4,500 to \$5,500 but will not exceed \$5,500. You will also be billed for travel and other out-of-pocket costs such as report production, typing, postage, mileage, etc. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

From time to time both during and after the conclusion of our engagement, we may be required to respond to subpoenas or other requests for documents, testimony or court appearances, or to otherwise take actions under compulsion of law or legal process, relating to you and/or the work we have undertaken for you as identified and described herein. In any such instance, you will be and remain responsible to compensate us for our time expended, and to reimburse us for our costs and disbursements (including attorney's fees) incurred, in complying with any such legal requirements, all in the manner described in the preceding engagement letter paragraph that addresses billing and payment.

UHY LLP has a contractual arrangement with UHY Advisors, Inc. and its various wholly owned subsidiaries ("UHY Advisors") pursuant to which UHY Advisors provides UHY LLP with services for which licensure as a CPA is not required. In order to avoid duplication of efforts arising out of this arrangement, we request that you consent to our sharing with UHY Advisors and UHY Advisors sharing with UHY LLP the information that may be obtained from you during the course of our engagement. Unless you indicate otherwise, your acceptance of the

terms of this engagement shall be understood by us as your consent to make disclosures to UHY Advisors of confidential information that we may obtain in the course of our engagement.

UHY Advisors, Inc. and UHY LLP are U.S. members of Urbach Hacker Young International Limited, a UK company, and form part of the international UHY network of legally independent accounting and consulting firms. "UHY" is the brand name for the UHY international network. Any services described herein are provided by UHY Advisors and/or UHY LLP (as the case may be) and not by UHY or any other member firm of UHY. Neither UHY nor any member of UHY has any liability for services provided by other members.

This engagement letter and all services rendered hereunder shall be governed, construed, and enforced by the laws of the State of New York without the need to resort to principles of conflicts of laws. New York law shall apply to any legal or equitable proceeding that shall be instituted in any way arising out of this engagement letter, any obligations contained or allegedly contained herein, and all services rendered touching or relating in any way to the obligations of this engagement letter. All parties to this engagement consent to the exclusive jurisdiction of the federal and state courts located in New York and, more particularly, the state court located in Albany County, New York and the federal court located in the Northern District of New York.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

For the purposes of this engagement letter (and other letters of correspondence), transmitted copies (reproduced documents that are transmitted via photocopy, facsimile or process that accurately transmits the original) are considered documents equivalent to original documents. Signatures transmitted and received via facsimile, .pdf format, e-mail, or an electronic signature platform will be treated for all purposes of this engagement letter (and other letters of correspondence) as original signatures and will be deemed valid, binding and enforceable by and against all parties.

Very truly yours,



Bradley Cummings, CPA

RESPONSE:

This letter correctly sets forth the understanding of Town of Gardiner, New York.

By: _____

Title: _____

Date: _____



Jonathan Rosenthal
Ecological Research Institute
22 Jansen Road
New Paltz, NY 12561

Hi Jonathan,

We have received your proposal to collect ash scions from some surviving trees on the Wallkill Valley Rail Trail (WVRT) in locations in Rosendale and in Gardiner.

The Wallkill Valley Land Trust owns the portion of the WVRT located in Rosendale where the lingering ash have been located and we are happy to approve of you collecting scion from these trees located in Rosendale.

The Wallkill Valley Land Trust holds a conservation easement on the WVRT in the town of Gardiner where the other lingers ash are located. Collection of the scions would be allowed under the terms of the conservation easement. You will also need to get permission from the town of Gardiner as the property belongs to the municipality.

Please let us know if there are any changes to your plan. We would also love to hear about the progress on the program.

Cara L Gentry
Coordinator of Land Stewardship

Board of Directors

Joe Pirrotta,
President
Marty Irwin,
Vice President
Dave Sterman,
Treasurer
Arthur Zaczekiewicz,
Secretary
Sally Cross,
Director at Large
Brad Barclay
Donna Brooks
Seth Hollander
Bill Hueston
Arif Khan
Vals Osborne
Mary Rahe

Board Emeritus

Carol LeFevre
Jim Ottaway, Jr.

Staff

Christie DeBoer,
Executive Director
Cara Gentry,
*Coordinator of
Land Stewardship*
Beth Rigby,
*Stewardship
Assistant*



22 Jansen Rd., New Paltz, NY 12561
Phone: 845-419-5229
RWildova@EcoResearchInstitute.com
JRosenthal@EcoResearchInstitute.com

December 22, 2023

Brian Stiscia,
Superintendent of Highways
Town of Gardiner
PO Box #1, Gardiner, NY 12525

Hi Brian,

Following the suggestion from Cara Gentry of the Wallkill Valley Land Trust (WVLT), we are asking you for any needed permission for us to collect scion (twigs) from one or more "lingering ash" (see below) located along the Wallkill Valley Rail Trail at a site owned by the Town of Gardiner. Because WVLT has a conservation easement at this site, we have also attached the approval letter that the organization has issued for this activity, in case it is necessary for your approval process.

Lingering ash are defined as mature, native, naturally occurring ash that – without chemical treatment against EAB – remain completely for at least two years after at least 95% of nearby mature ash have been killed by this pest. They offer great promise for long-term native ash conservation and restoration because the USFS EAB Resistance Breeding Project has shown that scion from them can form the basis for selective breeding to yield highly EAB-resistant trees.

These trees are among the approximately 100 lingering ash detected by our Monitoring and Managing Ash (MaMA) program (see www.MonitoringAsh.org), and the scion from them would be used by our partners at Cornell for their newly established EAB-resistance breeding project. This project is being conducted in partnership with ERI and the United States Forest Service (USFS) under the auspices of The Nature Conservancy's Tree Species in Peril collaborative initiative, led by TNC in collaboration with the USFS.

The MaMA program, through the support of the Tree Species in Peril initiative, is now being implemented throughout much of not only New York, but also New England, and is serving as a nationwide model for conservation not only of ash but also other trees, especially hemlock. Collecting scion from one or more of these trees for use in



Walkill Valley Rail Trail
 WGS84
 UTM Zone 18T




MN
 -12.79



802-685-7974
21 Fork Road Montpelier, VT 05602
6335 VT Rt. 113, Vershire, VT 05079



Structure with Soul

timberhomesvermont.com

Limited Warranty

THIS LIMITED WARRANTY CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

We have high standards for our designs, our craftsmanship, and for the quality of our wood. We expect a long service life from all of our products under normal conditions. TimberHomes stands behind its products and stands behind your purchase.

Warranty Coverage

Timber: We warrant our kiosks for one year against defects in workmanship and materials. The Warranty extends to all of the timber joinery that was pre-fit in our shop. Timbers come unfinished. Therefore, we do not warrant the wood against greying, checking (cracks), twisting, or shrinking. Wood may take any of these forms in time and these conditions do not represent structural degradation or a defect in workmanship or materials.

Timber Framed Structure: We warrant the timber-framed structure against rot for five years from date of manufacture. We do not warrant the timber-framed structure against insect or animal damage, or any other damage caused by forces from outside the wood itself.

Posts: We warrant our posts against rot for five years. Our five-year warranty on the posts is only valid if the posts are buried in accordance with our instructions and to our specifications. *Burial in concrete nullifies the warranty.*

Roof: We warrant the roof against leaks for five years.

Doors and Hardware: We warrant doors and hardware for defects in workmanship for two years.

Time: Our warranty begins to run on the date that we ship our products from our shop to you.

Warranty Conditions and How to Make a Claim under this Warranty

If our work does not meet your expectations or the warranties expressed here, please contact us within thirty days of discovering the problem by email at info@timberhomesllc.com. If you do not have access to email, contact us in writing by mail at 21 Fork Road, Montpelier, VT 05602 or by phone at 802-685-7974.

Even after the warranty period has expired, we are here as a resource in case one of our products needs repair or you have any questions.



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Structure with Soul

timberhomesvermont.com

If You Have a Claim Under this Warranty

If our products fail to conform to this Warranty, we will supply replacement components within the warranty period. We will ship replacement components at our expense using a method of shipment of our choice. This is our sole obligation under this Warranty. We warrant replacement parts for 90 days after we ship them to you, or for the remaining Warranty period, whichever is longer.

Not Covered by this Warranty

We do not extend this Warranty to our products or components of our products that have been subject to: (a) modifications, alterations, tampering, or improper maintenance or unauthorized repairs; (b) handling, storage, installation, testing, or use that is not in accordance with our instructions and specifications.

WE DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE LIMIT THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY.

IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT. OUR TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR OUR PRODUCTS AND COMPONENTS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY THE ORIGINAL PURCHASER.

Long-Term Care

Long-term care: While this Limited Warranty does not cover the appearance of the wood and timber in our products, we have some final notes about long term care of our timber products. You can finish your timbers and cherry door frames with any variety of products to stain or preserve the color. We recommend something simple, like Heritage Finishes' Exterior Oil.

Final Notes

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights, you should refer to the laws applicable in your jurisdiction.

Our Warranty is transferable from the original purchaser to subsequent owners, but the Warranty Period will not be extended in duration or expanded in coverage for any such transfer.



802-685-7974
21 Fork Road Montpelier, VT 05602
6335 VT Rt. 113, Vershire, VT 05079



Structure with Soul

timberhomesvermont.com

Marybeth Majestic
Town of Gardiner, NY
supervisor.tog@gmail.co
December 20, 2023



Proposal for One TimberHomes Classic Kiosk

Classic kiosk kit to be standard per website description with the following changes:

- Addition of brochure box

Each Kiosk kit will be partially assembled as follows:

- Roof assembly - White pine framing (collars, purlins, ridge) supports a channel drain roof (color: Forest Green), underlain by pine boards.
- 2 posts - 12', 5-1/2"x 5-1/2" Black Locust (note 4' will be buried in the ground)
- Signboard assembly:- display panel measuring 42"W x 32"H made of 3/4" Eastern White Cedar tongue and groove boards, attached with screws to 2 Pine Girts
- 6 hardwood pegs to connect crossbars to posts, and roof assembly to post tops
- Installation directions

Driver will need help to unload units. Installation not included.



802-685-7974
 21 Fork Road Montpelier, VT 05602
 6335 VT Rt. 113, Vershire, VT 05079



Structure with Soul

timberhomesvermont.com

Item:	Price:
TimberHomes Classic Kiosk-\$2900 each	\$3,000
Addition of Brochure Box- \$275 each	\$275
Estimated shared delivery via third party to one location- shared with Rochester, NY/Colucci Kiosk	\$450
Total	\$3,725

Anticipated Delivery: **Winter/Spring 2024** Please expect 8-12 weeks for completion of product depending upon seasonal demand

If units are picked up, delivery fee will be deducted from total. Though without proof of tax exemption, VT State Sales Tax (6%) must be applied to transaction in the case of pick-up.

Balance due upon receipt. Client is responsible for all and any state taxes due. Quoted price good for 30 days. Interest shall accrue on the outstanding balance of principal at the rate of seven percent (7 %) from the date of receiving the product if not paid in full within 45 days. Payment made by credit card will incur an additional fee of 3.25% of total.

By signing, client acknowledges that they have read the "Nature of Wood" tab at www.timberhomesllc.com. By signing below, client is committing to paying the above total in full under the terms specified within this contract; that the above specifications are in order; and that TimberHomes is authorized to proceed with production.

 Name/Organization

 Date



~~\$3000~~ - PE will install for free
\$3725