

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

**TUESDAY, JANUARY 02, 2018**

**7:30 P.M.**

**2018 FISCAL YEAR ORGANIZATIONAL MEETING AGENDA**

**REGULAR MEETING AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE TO THE FLAG**

**APPROVAL OF PREVIOUS MINUTES:**     December 19, 2017 Tentative Special District Assessment Hearing  
December 19, 2017 Regular Town Board Meeting

**PUBLIC COMMENT:**

**CORRESPONDENCE:**

- **Councilwoman Melinda Meddaugh:** Letter dated 12/19/17 to Town Clerk Calhoun regarding Planning Board Resignation effective immediately.
- **SC IDA:** Letter dated 12/13/17 to Assessor Krzywicki enclosing amended NYS Dept. of Taxation & Finance Form RP-412a, Application for Real Property Tax Exemption (Adelaar Developer, LLC – Waterpark Hotel Resort Project).
- **Town Clerk Calhoun:** Letter dated 12/14/17 to Martha Gale, Financial Administrator, Humane Society of Middletown, Inc. – Dog Shelter Services Agreement for 2018.
- **Town Clerk Calhoun:** Letter dated 12/14/17 to Kristin Pietrykoski, Office Manager, Humane Society of Port Jervis/Deerpark, Inc. – Dog Shelter Services Agreement for 2018.
- **Sullivan County Treasurer's Office:** 3<sup>rd</sup> Quarter Mortgage Tax Payment, Check #2840 for \$48,207.02
- **Richard Tortora, President, Capital Markets Advisors, LLC:** Email dated 12/21/17 to Comptroller Lasher regarding (MSRB) Rule G-10 Disclosure Notice
- **NYC Environmental Protection:** Notice of Completion of Final Environmental Impact Statement – Project: Water for the Future: Upstate Water Supply Resiliency CEQR No. 15DEP006U
- **Town Clerk Calhoun:** Letter dated 12/27/17 to Lebaum Company, Inc. regarding Summons and Verified Complaint (Gan Eden Estates vs. Town of Thompson and Town of Thompson Planning Board) Date of Action: 11/20/2012

**AGENDA ITEMS:**

- 1) Action: Res. to Enact Proposed Local Law #9 of 2017 – Amend Chapter 48, Sec. 15 (F) (Health Insurance Buyout)**
- 2) Action: Approve Official Undertaking of Municipal Officers for 2018**
- 3) Highway Department – Planned Road Improvement Program for 2018**
- 4) Authorize Approval of Municipal Consulting Agreement with (CHA) for Professional Consultant Services for 2018**
- 5) Authorize Approval of Financial Advisory Services Agreement with Capital Markets Advisors, LLC for Professional Financial Advisory Services for 2018 & 2019**
- 6) Monticello Area Limited Partnership – Discuss Renewal of Expiring (PILOT) Agreement for Richardson Avenue Senior Housing Project SBL # 116.-2-10.9**
- 7) Authorize Approval and Execution of NYS DOH Application of Approval of Plans for Public Water Supply Improvement for the Lucky Lake Water System Improvements # NY 5203356**
- 8) Town Park – Discuss Caretaker Request to Replace Single Wide Home with Double Wide Home**

**9) Salt Shed – State and Municipal Facilities Grant Project ID # 9003** – Resolution committing funds necessary to complete the project.

**9) Emerald Green Sewer District Pump Station No. 9 Collection System Replacement Project** – Approve Bonding Resolution for Approximately \$3.1 Million

**10) Melody Lake Water District Water Main Replacement Project** – Approve Bonding Resolution for Approximately \$400,000.00

**11) Bills Over \$1,250.00**

**12) Order Bills Paid**

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

**OLD BUSINESS**

**NEW BUSINESS**

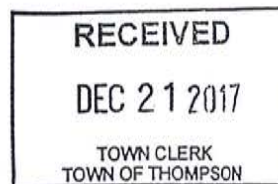
**PUBLIC COMMENT:**

**ADJOURN**

**“HAPPY NEW YEAR”**

Melinda Meddaugh

Town of Thompson  
Attn: Town Clerk, Marilee Calhoun  
4052 Route 42  
Monticello, NY 12701



December 19, 2017

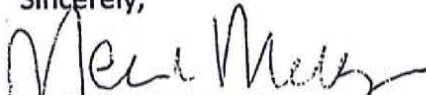
Re: Planning Board Resignation

Dear Ms. Calhoun,

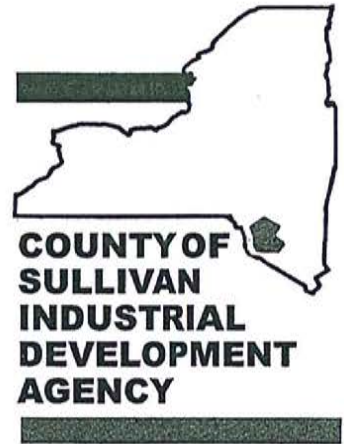
I am writing to inform you of my resignation from the Town of Thompson Planning Board, effective immediately, as a result of my new position as Town of Thompson Councilwoman.

It has been a pleasure to serve on the Planning Board these past six years. I look forward to continuing to work with the Planning Board in the future.

Sincerely,

  
Melinda Meddaugh

One Cablevision Center  
Ferndale, New York 12734  
(845) 295-2603  
(845) 295-2604 FAX



December 13, 2017

Mr. Van Krzywicki, Assessor  
Town of Thompson  
4052 State Route 42  
Monticello, New York 12701

**Re: New York State Department of Taxation and Finance Form RP-412-a (Adelaar Developer, LLC—Waterpark Hotel Resort Project)**

Dear Mr. Krzywicki,

On December 7, 2017 I mailed to you an original NYS RP-412-a form and supporting materials related to the above referenced project. Please replace the RP-412-a form with the enclosed form, which reflects a corrected Total Cost (Section 4.d) for the project.

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

Sincerely,

Jennifer M. Flad  
Executive Director

enclosures

cc: Luis Alvarez, Chairman, Sullivan County Legislature  
Joshua Potosek, Sullivan County Manager  
Nancy Buck, Sullivan County Treasurer  
William J. Rieber, Jr., Supervisor, Town of Thompson  
Ms. Tammy Mangus, Superintendent, Monticello Central School District  
Chris Rice, District Treasurer, Monticello Central School District



NYS DEPARTMENT OF TAXATION & FINANCE  
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES**  
APPLICATION FOR REAL PROPERTY TAX EXEMPTION  
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

**1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)**

Name Co. of Sullivan Industrial Development Agency  
Street One Cablevision Center  
City Ferndale  
Telephone no. Day (845 ) 295-2603  
Evening ( ) \_\_\_\_\_  
Contact Jennifer M. Flad  
Title Executive Director

**2. OCCUPANT (IF OTHER THAN IDA)**

(If more than one occupant attach separate listing)

Name Adelaar Developer, LLC  
Street 909 Walnut Street, Suite 200  
City Kansas City, MO 64106  
Telephone no. Day ( 8) 6 472-1700  
Evening ( ) \_\_\_\_\_  
Contact Gregory K. Silvers  
Title President

**3. DESCRIPTION OF PARCEL**

a. Assessment roll description (tax map no./roll year)  
SBL #15.-1-14.4

b. Street address east of Chalet Road

c. City, Town or Village Thompson

d. School District Monticello

e. County Sullivan

f. Current assessment \$1,453,300.00

g. Deed to IDA (date recorded; liber and page)  
lease to IDA 8/1/17 (2017.6918)  
Recorded 9.12.17

**4. GENERAL DESCRIPTION OF PROPERTY** (if necessary, attach plans or specifications)

a. Brief description (include property use) waterpark resort hotel

b. Type of construction new construction

c. Square footage 425,000

d. Total cost \$168,679,011.

e. Date construction commenced 2017

f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)  
2035

**5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION**

(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment see enclosed Payment in Lieu of Taxation Agreement

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. Projected expiration date of agreement 2035

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Sullivan</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Thompson</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <del>Thompson</del> <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>
School District <u>Monticello</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Gregory K. Silvers  
 Title President  
 Address 909 Walnut Street, Suite 200  
Kansas City, MO 64106

e. Is the IDA the owner of the property?  Yes  No (check one)

If "No" identify owner and explain IDA rights or interest in an attached statement. IDA holds a leasehold interest (see enclosed Lease to Agency and Leaseback to Company) Telephone 816-472-1700

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one)  Yes  No

If yes, list the statutory exemption reference and assessment roll year on which granted:  
 exemption MIDA assessment roll year 2014 through 2017

7. A copy of this application, including all attachments, has been mailed or delivered on 12/18/17 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

**CERTIFICATION**

I, Jennifer M. Flad, Executive Director of County of Sullivan Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

12/18/17  
 Date

Jennifer M. Flad  
 Signature

**FOR USE BY ASSESSOR**

1. Date application filed \_\_\_\_\_
2. Applicable taxable status date \_\_\_\_\_
- 3a. Agreement (or extract) date \_\_\_\_\_
- 3b. Projected exemption expiration (year) \_\_\_\_\_
4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_
5. Special assessments and special as valorem levies for which the parcel is liable: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's signature

MARILEE J. CALHOUN  
Town Clerk

KELLY M. MURRAN  
Deputy Town Clerk

# Town of Thompson

TOWN HALL  
4052 Route 42  
Monticello, NY 12701-3221

Telephone (845) 794-2500 Ext.302  
Fax (845) 794-8600

December 14, 2017

Humane Society of Middletown, Inc.  
Attn: Martha Gale, Financial Administrator  
142 Bloomingburg Road  
Middletown, New York 10940

Re: Dog Shelter Services Agreement

Dear Ms. Gale:

Enclosed please find an executed agreement between the Town of Thompson and the Humane Society of Middletown, Inc. for Dog Shelter Services beginning January 1<sup>st</sup>, 2018 and ending December 31<sup>st</sup>, 2018, which has been executed by our Town Supervisor. I have also enclosed a copy of the Resolution approving said contract for your records. The Town Board approved the Resolution at their December 5<sup>th</sup>, 2017 meeting.

Thank you in advance for your attention to this matter and should you have any questions, please do not hesitate to contact me.

Sincerely,



Marilee J. Calhoun  
Town Clerk/Registrar

Encl. (2)  
MJC:

PC: ✓ Hon. William J. Rieber, Jr., Supervisor & Town Board  
Mr. Michael B. Mednick, Town Attorney  
Mrs. Nancy Marinchak, Town Dog Control Officer

MARILEE J. CALHOUN  
Town Clerk

KELLY M. MURRAN  
Deputy Town Clerk

# Town of Thompson

TOWN HALL  
4052 Route 42  
Monticello, NY 12701-3221

Telephone (845) 794-2500 Ext.302  
Fax (845) 794-8600

December 14, 2017

Humane Society of Port Jervis/Deerpark, Inc.  
Attn: Kristin Pietrykoski, Office Manager  
202 Route 209  
Port Jervis, New York 12771

Re: Dog Shelter Services Agreement

Dear Ms. Pietrykoski:

Enclosed please find an executed agreement between the Town of Thompson and the Humane Society of Port Jervis/Deerpark, Inc. for Dog Shelter Services beginning January 1<sup>st</sup>, 2018 and ending December 31<sup>st</sup>, 2018, which has been executed by our Town Supervisor. I have also enclosed a copy of the Resolution approving said contract for your records. The Town Board approved the Resolution at their December 5<sup>th</sup>, 2017 meeting. Please return a signed copy to us for our records.

Thank you in advance for your attention to this matter and should you have any questions, please do not hesitate to contact me.

Sincerely,



Marilee J. Calhoun  
Town Clerk/Registrar

Encl. (2)  
MJC:

PC: ✓ Hon. William J. Rieber, Jr., Supervisor & Town Board  
Mr. Michael B. Mednick, Town Attorney  
Mrs. Nancy Marinchak, Town Dog Control Officer



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

JP MORGAN CHASE MONTICELLO  
 ST JOHNS STREET  
 MONTICELLO, NY 12701

Check  
 Number **2840**

Vendor Number	Check Date	Check Amount
3020	12/22/2017	\$48,207.02

Forty-Eight Thousand Two Hundred Seven and 2/100 Dollars\*\*\*\*\*

Pay To The Order Of

3020  
 TOWN OF THOMPSON  
 4052 ROUTE 42  
 MONTICELLO, NY 12701

*Nancy Buck*  
 \_\_\_\_\_  
 County Treasurer

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

⑈ 2840 ⑈ ⑆ 022300 173 ⑆ 789795408 ⑈

**County of Sullivan - MORTGAGE TAX**

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

INVOICE DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT
12/22/2017	2017-00002415	MORTGAGE TAX 07-09/2017 PO# G/L Account: TA-00058-00237	48,207.02

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
3020	TOWN OF THOMPSON	2840	12/22/2017	\$48,207.02



**Town of Thompson**  
**General Ledger Detail Transaction Report**  
**Fiscal Year 2017**

Account Number	Account Description	AM	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Enc/Liq	Act Exp
A000.3005.000	MORTGAGE TAX									\$0.00
YEAR FORWARD BALANCE		1	1/1/2017	BY1-1	BY 01/01/2017	(\$120,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
ORIGINAL APPROPRIATION					Mth 1	(\$120,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
1 ST QTR 2017		6	6/9/2017	CR103159	Mth 6	\$0.00	\$0.00	\$165,993.39	\$0.00	(\$165,993.39)
					Total	\$0.00	\$0.00	\$35,989.67	\$0.00	(\$35,989.67)
		9	9/5/2017	CR103247	Mth 9	\$0.00	\$0.00	\$35,989.67	\$0.00	(\$35,989.67)
					Total	\$0.00	\$0.00	\$201,983.06	\$0.00	(\$201,983.06)
	YTD Total for A000.3005.000				MORTGAGE TAX	(\$120,000.00)	\$0.00	\$201,983.06	\$0.00	(\$201,983.06)
	Total for Fund A000					(\$120,000.00)	\$0.00	\$201,983.06	\$0.00	(\$201,983.06)
	Grand Total					(\$120,000.00)	\$0.00	\$201,983.06	\$0.00	(\$201,983.06)

+ 48207  
250,190 Thru 3rd QTR  
 Should exceed Budget  
 by \$175,000!



**Town of Thompson  
General Ledger Detail Transaction Report  
Fiscal Year 2016**

Account Number	Account Description	AM	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Enc/Liq	Act Exp
A000.3005.000	MORTGAGE TAX									
YEAR FORWARD BALANCE										
ORIGINAL APPROPRIATION										
2016 1ST QTR										
		1	1/1/2016	BY1-1	BY 01/01/2016	(\$140,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
					Mth 1		\$0.00	\$0.00	\$0.00	\$0.00
		8	8/31/2016	CR102825	Total	\$0.00	\$0.00	\$42,502.81	\$0.00	\$0.00
					Mth 8		\$0.00	\$42,502.81	\$0.00	(\$42,502.81)
		10	10/11/2016	CR102959	Total	\$0.00	\$0.00	\$19,844.12	\$0.00	\$0.00
					Mth 10		\$0.00	\$19,844.12	\$0.00	(\$19,844.12)
		12	12/27/2016	CR103028	Total	\$0.00	\$0.00	\$46,537.65	\$0.00	\$0.00
		12	12/31/2016	JE 100864	Total	\$0.00	\$0.00	\$48,470.86	\$0.00	\$0.00
					Mth 12		\$0.00	\$95,008.51	\$0.00	(\$95,008.51)
					Total	(\$140,000.00)	\$0.00	\$157,355.44	\$0.00	(\$157,355.44)
	YTD Total for A000.3005.000				MORTGAGE TAX					
	Total for Fund A000					(\$140,000.00)	\$0.00	\$157,355.44	\$0.00	(\$157,355.44)
	Grand Total					(\$140,000.00)	\$0.00	\$157,355.44	\$0.00	(\$157,355.44)

## Karen Schaefer

---

**From:** Gary Lasher (Comptroller, Town of Thompson) <glasher@townofthompson.com>  
**Sent:** Thursday, December 21, 2017 11:56 AM  
**To:** Karen Schaefer  
**Subject:** FW: MSRB Rule G-10

Please have this included in the next agenda packs please.

Gary Lasher  
Comptroller  
Town of Thompson  
Phone: (845)794-2500 Ext 307  
Fax: (845)-794-8600  
www.townofthompson.com

**From:** Eileen Duggan [mailto:eduggan@capmark.org]  
**Sent:** Thursday, December 21, 2017 11:42 AM  
**To:** Gary Lasher <glasher@townofthompson.com>  
**Subject:** MSRB Rule G-10

Gary:

The Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including Capital Markets Advisors, LLC ("CMA"), provide to their clients the following information once each calendar year:

- CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC");
- CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB.
- The website for the MSRB is [www.msrb.org](http://www.msrb.org) and the website for the SEC is [www.sec.gov](http://www.sec.gov)
- In addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

Thank you for giving CMA the opportunity to assist you as you address the Town's financing needs.

Happy Holidays!

Richard Tortora  
*President*  
Capital Markets Advisors, LLC  
11 Grace Avenue, Suite 308  
Great Neck, New York 11021  
516-487-9815  
[rtortora@capmark.org](mailto:rtortora@capmark.org)





## NOTICE OF COMPLETION OF FINAL ENVIRONMENTAL IMPACT STATEMENT

**Project: Water for the Future: Upstate Water Supply Resiliency  
CEQR No. 15DEP006U**

Vincent Sapienza, P.E.  
Commissioner

December 15, 2017

Angela Licata  
Deputy Commissioner  
Sustainability

A Final Environmental Impact Statement (FEIS) has been prepared by the New York City Department of Environmental Protection (DEP) for the proposed **Water for the Future: Upstate Water Supply Resiliency (UWSR)**. Acting as lead agency and in accordance with the State Environmental Quality Review Act (SEQRA) (Section 8-0113, Article 8 of the Environmental Conservation Law) as set forth in 6NYCRR Part 617, and the City Environmental Quality Review (CEQR) process, as set forth in 62 RCNY Chapter 5 and Executive Order 91 of 1977 and its amendments, and the State Environmental Review Process (SERP), as required by the State Revolving Loan Fund Program, the New York City Department of Environmental Protection is hereby certifying this FEIS as complete.

59-17 Junction Blvd.  
Flushing, New York 11373

A Positive Declaration and a Draft Scope of Work for the DEIS was issued on October 10, 2014. A Final Scope of Work (FSOW) was issued on September 16, 2015, finalizing the scope of analysis for the DEIS based on comments received. Based on the FSOW, a Draft Environmental Impact Statement (DEIS) was prepared by DEP for the proposed UWSR project and issued on September 19, 2016.

Copies of the DEIS were made available for public review at various locations in New York, including the Town of Newburgh Town Hall, the Town of Yorktown Town Hall, the Town of Wawarsing Town Hall, the State University of New York (SUNY) Sullivan Hermann Memorial Library in Loch Sheldrake, and DEP offices located in Queens, Valhalla, and the City of Kingston. The document was also made available for public review on DEP's website. Written comments were accepted throughout the public comment period, which closed on November 14, 2016. DEP held a series of public meetings at various locations to solicit public comments on the DEIS during the comment period. These meetings were held on October 20, 2016 at the Ellenville Government Center, 2 Elting Court, Ellenville, NY; October 24, 2016 at the Yorktown Town Hall, 363 Underhill Avenue, Yorktown Heights, NY; October 25, 2016 at the Town of Newburgh Town Hall, 1496 Route 300, Newburgh, NY; and October 28, 2016 at SUNY Sullivan, 112 College Road, Loch Sheldrake, NY.

Subsequent to the publication of the DEIS, DEP identified an additional element of the UWSR Project. Throughout the planning of the UWSR project, one of DEP's key commitments is to coordinate closely with Outside Community Connections to confirm they have access to adequate water supply independent of the upper Catskill Aqueduct prior to any temporary shutdown. As a result of coordination with the Village and Town of New Paltz (New Paltz), the new project element would involve the development of a new temporary transmission water main to supply New Paltz. This temporary transmission water main would supply water to New Paltz during those periods when DEP would need to temporarily shut down the Catskill Aqueduct for extended periods, as described in the DEIS for the UWSR Project. DEP prepared a Supplemental Environmental Impact Statement (SEIS) to evaluate this new element of the project. A Draft Scope of Work for the SEIS was issued on May 26, 2017, a public scoping meeting was held on June 29, 2017 in New Paltz, NY, and the public comment period closed on July 11, 2017. DEP issued the Final Scope of Work and Draft SEIS for the New Paltz Temporary Transmission Water Main on September 6, 2017. The Draft SEIS was made available for public review at various locations including the Town of New Paltz Town Hall, the Village of New Paltz Village Hall, and DEP offices located in Kingston and Queens. The document was also made available for public review on DEP's website. Written comments were accepted throughout the public comment period, which closed on October 10, 2017. DEP held a public meeting to solicit public comments on the New Paltz Temporary Transmission Water Main SEIS on September 27, 2017 at the Town of New Paltz Community Center, 3 Veterans Drive, New Paltz, NY.

The FEIS evaluates the UWSR project as whole including the Temporary New Paltz Transmission Water Main and responds to comments received on both the DEIS for USWR and the Draft SEIS. This FEIS is being distributed with this Notice of Completion. For a hard copy of the FEIS, please contact the person listed at the end of this Notice. The FEIS will also be available for review by the public at the repositories (see attachment) and on the DEP website (<http://www.nyc.gov/dep/upstatewatersupplyresiliency>).

### **Program Description**

DEP elected to construct a bypass tunnel and two associated shafts to permanently circumvent the leaking section of the Rondout-West Branch Tunnel (RWBT) at the Roseton crossing in the Town of Newburgh; this work was previously evaluated in an FEIS issued on May 18, 2012 and work has commenced.

Once the tunnel and shafts are completed in 2022, the RWBT would be temporarily shut down and drained to connect the bypass tunnel to the existing RWBT and to carry out internal repairs. DEP estimates that the maximum shutdown duration would be approximately eight months. During this temporary shutdown of the RWBT, water from the Delaware system west of the Hudson River would be unavailable. To ensure the continued supply of clean drinking water during this time, DEP has developed projects and plans comprised of three main components: (1) augmentation of available supply consisting of the repair and rehabilitation of the Catskill Aqueduct to restore capacity; (2) WFF Shutdown System Operations (WSSO), which would allow DEP to rely more heavily on the Catskill and Croton water supply systems during the temporary shutdown; and (3) Inspection and Repair of the RWBT during connection of the bypass tunnel, including decommissioning the bypassed section of the RWBT once the

connection is completed. These components collectively will be referred to as Upstate Water Supply Resiliency in this DEIS and are described further below.

The proposed Catskill Aqueduct Repair and Rehabilitation Project (repair and rehabilitation) would restore historical capacity to the upper portion of the Catskill Aqueduct between the Ashokan and Kensico Reservoirs. In addition, the repair and rehabilitation would carry out additional repairs necessary based on age-related deterioration of the aqueduct, including repair or treatment of minor leaks and replacement of aging mechanical components. This would be coupled with temporary chlorination to maintain increased capacity; water would be dechlorinated before entering Kensico Reservoir.

Once the repair and rehabilitation is complete and the bypass tunnel is ready to be connected to the existing RWBT, DEP would be ready to implement an operational protocol, referred to as WSSO during the temporary shutdown that departs from its normal operation of the Delaware, Catskill, and Croton systems. The purpose of WSSO would be to: (1) prepare the water supply for the temporary shutdown of the RWBT; (2) continue to provide water to the City and its customers while the Delaware water supply is temporarily unavailable; and (3) return the system to normal operating conditions once the bypass connection is complete and the Delaware water supply system is again available.

In addition to supporting the connection of the bypass tunnel to the RWBT, WSSO program elements described above allow DEP to completely drain and inspect the approximately 45-mile length of the RWBT and make necessary repairs (inspection and repair) during the shutdown. Once RWBT repairs are completed and the bypass tunnel is successfully connected, the bypassed section of the RWBT that passes under the Hudson River would be permanently taken out of service (decommissioning). As a result, water currently leaking from the RWBT is expected to permanently cease. After the bypass tunnel connection is complete and all repairs are made to the RWBT, the RWBT would be reactivated and water would flow through the bypass tunnel to the City, and the bypassed portion of the RWBT would no longer be in service. The water supply system would return to normal operating conditions.

### **Required Approvals:**

Upstate Water Supply Resiliency includes several actions subject to the procedures of environmental review, including approval by federal, State, county, and local entities. For a full list of potentially required permits and approvals, please refer to the FEIS.

### **Significant Impacts and Mitigation**

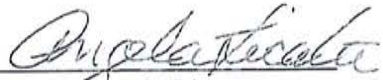
A full assessment of potential impacts was undertaken in preparation of the FEIS.

There is a potential for significant adverse impacts to wetlands due to the potential loss of approximately 1.2 acres of wetlands in Roseton as a result of the cessation of leaks due to decommissioning of the bypassed section of the RWBT. DEP is committed to developing a monitoring program that would be implemented prior to, during and after the RWBT temporary shutdown to assess and confirm the extent of the impacts to these wetlands, and should permanent impacts be measured, DEP would perform compensatory mitigation.

As stated above, copies of the **FEIS** will be available for review at the repositories listed in the attachment to this Notice and will be posted on the DEP web site at <http://www.nyc.gov/dep/upstatewatersupplyresiliency>.

**Contact Person**

Sangamithra Iyer, P.E., Director  
Office of Water Supply Infrastructure and Watershed Assessment  
New York City Department of Environmental Protection, 11<sup>th</sup> Floor  
Bureau of Environmental Planning and Analysis  
59-17 Junction Boulevard  
Flushing, New York 11373  
Phone: (718) 595-3585  
Email: WFFComments@dep.nyc.gov

  
Angela Licata  
Deputy Commissioner

Attached:  
Distribution List  
Repository List



**Water for the Future: Upstate Water Supply Resiliency  
Final Environmental Impact Statement Distribution List**

**Involved and Interested Agencies and Parties**

U.S. Army Corps of Engineers	U.S. Environmental Protection Agency
U.S. Coast Guard	U.S. Fish & Wildlife Service
U.S. Senate	National Marine Fisheries Service
U.S. House of Representatives	Delaware River Basin Commission
Stewart Air National Guard	New Jersey Department of Environmental Protection
Jones Beach State Park	New York State Senate
New York State Assembly	New York State Department of Health
New York State Department of Environmental Conservation	New York State Department of Transportation
New York State Department of State	New York State Office of Parks, Recreation and Historic Preservation
New York State Office of General Services	Port Authority of New York and New Jersey
New York State Power Authority	MTA Metro-North Railroad
Stewart International Airport	New York City Clerk
New York City Queens Community Board Chairs	New York City Council
New York City Department of Health and Mental Hygiene	New York City Department of City Planning
New York City Office of Environmental Coordination	New York City Landmarks Preservation Commission
New York City Public Design Commission	New York City Planning Commission
New York City Department of Parks and Recreation	New York City Department of Transportation
Broome County	New York City Queens Borough President
Dutchess County	Delaware County
Nassau County	Greene County
Putnam County	Orange County
Schoharie County	Queens County
Ulster County	Sullivan County
City of Glen Cove	Westchester County
City of Mount Vernon	City of Kingston
City of Peekskill	City of Newburgh
City of Rye	City of Port Jervis
City of Yonkers	City of White Plains
Town of Bedford	Town of Andes
Town of Carmel	Town of Blenheim
Town of Colchester	Town of Cohecton
Town of Cornwall	Town of Conesville
Town of Deerpark	Town of Cortlandt
Town of Deposit	Town of Delaware
Town of East Fishkill	Town of Eastchester
Town of Fallsburg	Town of Esopus
Town of Forestburgh	Town of Fishkill
Town of Gardiner	Town of Fremont
	Town of Gilboa

Town of Greenburgh  
Town of Hempstead  
Town of Hurley  
Town of Lewisboro  
Town of Lumberland  
Town of Marbletown  
Town of Middletown  
Town of Mount Pleasant  
Town of New Castle  
Town of New Windsor  
Town of North Castle  
Town of North Salem  
Town of Ossining  
Town of Philipstown  
Town of Pound Ridge  
Town of Putnam Valley  
Town of Rockland  
Town of Roxbury  
Town of Sanford  
Town of Shandaken  
Town of Somers  
Town of Thompson  
Town of Tusten  
Town of Walton  
Town of Wawarsing  
Town/Village of Harrison  
Village of Bayville  
Village of Briarcliff Manor  
Village of Buchanan  
Village of Cornwall-on-Hudson  
Village of Deposit  
Village of Flower Hill  
Village of Elmsford  
Village of Freeport  
Village of Garden City  
Village of Hastings-on-Hudson  
Village of Irvington  
Village of Mamaroneck  
Village of Nelsonville  
Village of Ossining  
Village of Pelham Manor  
Village of Port Chester  
Village of Rockville Centre  
Village of Sands Point  
Village of Scarsdale  
Village of Tarrytown  
Village of Williston Park

Town of Hancock  
Town of Highland  
Town of Kent  
Town of Lexington  
Town of Mamaroneck  
Town of Marlborough  
Town of Montgomery  
Town of Neversink  
Town of New Paltz  
Town of Newburgh  
Town of North Hempstead  
Town of Olive  
Town of Pelham  
Town of Plattekill  
Town of Prattsville  
Town of Rochester  
Town of Rosendale  
Town of Rye  
Town of Saugerties  
Town of Shawangunk  
Town of Southeast  
Town of Tompkins  
Town of Ulster  
Town of Wappinger  
Town of Yorktown  
Village of Ardsley  
Village of Brewster  
Village of Bronxville  
Village of Cold Spring  
Village of Croton-On-Hudson  
Village of Dobbs Ferry  
Village of Farmingdale  
Village of Fishkill  
Village of Hancock  
Village of Hempstead  
Village of Larchmont  
Village of Mineola  
Village of New Paltz  
Village of Pelham  
Village of Plandome  
Village of Pleasantville  
Village of Rye Brook  
Village of Saugerties  
Village of Sleepy Hollow  
Village of Tuckahoe

Ashokan Release Working Group  
Beaver Dam Winter Sports  
Brewster Heights Water District  
Carle Place Water District  
CCI Roseton, LLC  
Chelsea Farms, LLC  
Chelsea Fire District  
Chelsea Sportsmen's Association  
Church of God  
Cottage School  
Franciscan Friars of Atonement  
Garden City Park Water District  
Graymoor  
Hicksville Water District  
Hudson River Sloop  
Clearwater  
Jericho Water District  
Long Beach City Water Purification  
Plant  
Massapequa Water District  
Mill Neck Water System  
Natural Resources Defense Council  
New York American Water  
Newbuy, Inc.  
Nature Conservancy  
Old Westbury Village Water District  
Oyster Bay Water District  
Port Washington Water District  
Riverkeeper  
Roslyn Water District  
South Farmingdale Water District  
St. Joseph Roman Catholic Church  
United Water  
Water Authority of Great Neck North  
Water for Long Island  
Wawarsing PAC  
West Hempstead Water District  
Westchester County Water Districts  
Westchester Joint Water Works

Albertson Water District  
Bethpage Water District  
Brookfield Power  
Cathedral Gardens Water District  
Cedar Hill Cemetery  
Chelsea Fire Co.  
Chelsea Ridge NY, LLC  
CHG&E Corp  
Continental Village Water District  
Danskammer Energy LLC  
Delaware Riverkeeper  
Franklin Square Water District  
Glenwood Water District  
High Falls Water District  
Locust Valley Water District  
Manhasset-Lakeville Water District  
McGoey Hauser and Edsall  
Montrose Water District  
Nassau Suffolk Water Commissioner's  
Association  
New York Council of Trout Unlimited  
New York Public Interest Research Group,  
Inc.  
The North Delaware River Watershed  
Conservancy  
Northern Westchester Joint Water Works  
Orchard Hill  
Plainview Water District  
Residents For A More Beautiful Port  
Washington  
Riverview Land Company, LLC  
Seawanhaka Yacht Club  
Split Rock Water Supply  
Tobay Beach  
Wallkill Correctional Facility  
Water Authority of Western Nassau  
Westbury Water District  
World Mission Society  
Upper Delaware Council

**Water for the Future: Upstate Water Supply Resiliency  
Final Environmental Impact Statement Repository List:**

Town Clerk  
Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550  
Contact: Andrew Zarutskie  
Phone: (845) 564-4554

Town Clerk  
Town of Wawarsing  
108 Canal Street ~ PO Box 671  
Ellenville, NY 12428  
Contact: Roxanne Shamro  
Phone: (845) 647-7800

Town Clerk  
Town of Yorktown  
363 Underhill Avenue  
Yorktown Heights, NY 10568  
Contact: Alice Roker  
Phone: (914) 962-5722

Town Clerk  
Town of Marbletown  
Rondout Municipal Center  
1925 Lucas Avenue  
Cottkill, NY  
Contact: Heather Moody  
Phone (845) 687-7500

Town Clerk  
Town of New Paltz  
52 Clearwater Road  
New Paltz, NY 12561  
Contact: Rosanna Mazzaccari  
Phone: (845) 255-0604

Village of New Paltz  
Clerk's Office  
25 Plattekill Avenue  
New Paltz, 12561  
Contact: Village Clerk  
Phone: (845) 255-0130

Library SUNY – Sullivan  
112 College Road  
Loch Sheldrake, NY 12759  
Phone: (845) 434-5750

NYC Department of Environmental Protection  
59-17 Junction Boulevard, 11th Floor  
Flushing, NY 11373  
Contact: Sangamithra Iyer  
Phone: (718) 595-3585  
Email: [WFFComments@dep.nyc.gov](mailto:WFFComments@dep.nyc.gov)

NYC Department of Environmental Protection  
465 Columbus Avenue  
Valhalla, NY 10595  
Contact: David Warne  
Phone: (914) 742-2099  
Email: [WFFComments@dep.nyc.gov](mailto:WFFComments@dep.nyc.gov)

NYC Department of Environmental Protection  
71 Smith Avenue  
Kingston, NY 12401  
Contact: Jennifer Farmwald  
Phone: (845) 340-7884  
Email: [WFFComments@dep.nyc.gov](mailto:WFFComments@dep.nyc.gov)

MARILEE J. CALHOUN  
Town Clerk

KELLY M. MURRAN  
Deputy Town Clerk

# Town of Thompson

TOWN HALL  
4052 Route 42  
Monticello, NY 12701-3221

Telephone (845) 794-2500 Ext.302  
Fax (845) 794-8600

December 27, 2017

Lebaum Company, Inc.  
PO Box 450  
Monsey, New York 10952

Re: Summons & Verified Complaint – Date of Action: 11/20/2012  
Gan Eden Estates vs. Town of Thompson and Town of Thompson Planning Board

To Whom It May Concern:

Enclosed please find a copy of a Summons and Verified Complaint on the above-mentioned Declaratory Judgement Actions matter that was dated and received into this office on 12/21/2017 from the Law Offices of Walters, McPherson, McNeill, P.C., Attorneys for the Plaintiff. Our office is putting you on notice of said matter. A copy has also been forwarded to the Town Attorney and Town Board.

Thank you in advance for your prompt attention to this matter and if you should have any questions regarding the above, feel free to contact our Town Attorney Michael B. Mednick, Esq. at (845) 794-5200.

Sincerely,



Marilee J. Calhoun  
Town Clerk

Encl. (1)

MJC:

PC: Michael B. Mednick, Town Attorney  
18 Prince Street – PO Box 612  
Monticello, New York 12701

Paula E. Kay, Deputy Town Attorney  
548 Broadway  
Monticello, New York 12701

✓ Hon. William J. Rieber, Jr., Supervisor and Town Board  
Gary J. Lasher, Town Comptroller  
James L. Carnell, Jr., Director of Building, Planning & Zoning

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SULLIVAN

RECEIVED  
DEC 21 2017  
TOWN CLERK  
TOWN OF THOMPSON

GAN EDEN ESTATES  
:  
Plaintiff,  
:  
v.  
:  
TOWN OF THOMPSON and  
:  
TOWN OF THOMPSON PLANNING  
:  
BOARD,  
:  
Defendants.  
:

Index No.: 2017-2291

Date Purchased: 12/21/17

**SUMMONS**

Plaintiff designates Sullivan County as the place for trial. The basis of this designation is CPLR 503.

**TO THE ABOVE NAMED DEFENDANT: Town of Thompson**

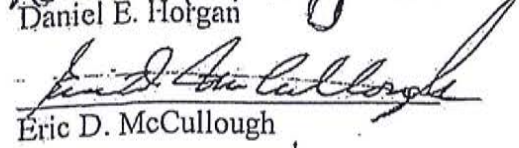
**PLEASE TAKE NOTICE THAT YOU ARE SUMMONED** to answer the verified Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiff's Attorney within 20 days after the service of this Summons, exclusive of the day of service, or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York.

**YOU ARE HEREBY NOTIFIED THAT** should you fail to appear or answer, judgment will be entered against you by default for the relief demanded in the Complaint.

Dated: December 21, 2017

Daniel E. Horgan (NY Bar: 2222099)  
dehorgan@lawwmm.com  
Eric D. McCullough (NY Bar: 4023172)  
edm@lawwmm.com  
**WATERS, McPHERSON, McNEILL, P.C.**  
*Attorneys for Plaintiff Gan Eden Estates*  
233 Broadway, Suite 2220  
New York, NY 10279  
-and-  
300 Lighting Way, 7th Floor  
Secaucus, NJ 07096  
(201) 330-7458

By:   
Daniel E. Horgan

By:   
Eric D. McCullough

17 DEC 21 PM 12:34  
RECEIVED  
SULLIVAN COUNTY CLERK

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SULLIVAN

GAN EDEN ESTATES

Plaintiff,

v.

TOWN OF THOMPSON, and  
TOWN OF THOMPSON PLANNING  
BOARD,

Defendants.

Index No.:

2017-2291

**VERIFIED COMPLAINT**

Plaintiff Gan Eden Estates, by their attorneys, bring this action against defendant Town of Thompson and its Planning Board, and allege as follows:

1. Gan Eden Estates, a New Jersey general partnership ("Gan Eden"), brings this action pursuant to CPLR §3001 for a declaration that certain provisions of the current zoning of the Town of Thompson, ("Town"), Sullivan County, New York, are void, illegal and otherwise unenforceable, together with such other relief as is requested herein or otherwise determined and appropriate to provide Gan Eden with the full scope of relief to which it is entitled.
2. Gan Eden is the owner of undeveloped property in the Town ("Property"), consisting of approximately 199 contiguous acres that are located in the "Suburban Residential District", and further identified as Tax Lot Section 2, Tax Block 1, Lot 6.3. The Property also has 13.4 acres in the adjacent Town of Fallsburg.
3. The Town is a municipality of the State of New York, and is located within Sullivan County. The creation of zoning regulations for the lands within its borders is among its powers and obligations under New York Town Law §261.
4. The Town of Thompson Planning Board ("Planning Board") is a planning board created by the Town, and has assumed the role of lead agency for review of a development proposed by Gan Eden in the Town under the State Environmental Quality Review Act ("SEQRA").

## **Zoning for Multifamily Development and the Gan Eden Property**

5. The current zoning enacted by the Town (“Zoning”) permits residential uses in the Suburban Residential District that are denominated as one-family dwellings, two-family dwellings, row houses, multiple dwellings and planned unit developments, as well as hotels and motels. Central water and sewer facilities are required for some uses, and optional for others, but where optional, such facilities allow for development at greater densities when water and sewer are provided.

6. The Zoning provides maximum densities in the Suburban Residential District at which each of such uses is permitted to be developed on the Property. Building height limitations, and many other limitations in the Zoning, limit the overall density of residential development on the Property.

7. State law and regulations strictly regulate the availability of potable water for residential development. Those State standards require that any on-site potable water supply system demonstrate the sustained minimum amount of water that the on-site water system is capable of supplying. That calculated amount then establishes yet another limit on the number of residential bedrooms that can be served by the water system.

8. SEQRA mandates a review of major project approvals, and the conduct of such a SEQRA review further ensures that limitations on development linked to the allowable use of potable water are fully enforced, as well as other protections for the health, safety and welfare of all members of the public.

9. The Zoning creates a further limitation on the density of multi-family and other uses within the Suburban Residential District, other than single-family homes, by limiting the density of uses per acre to calculation based on a "net acreage". The net acreage for density calculations is determined by subtracting the areas of steep slopes, environmentally sensitive areas, such as wetlands, critical species habitat, road rights-of-way, and other easements to arrive at a "net acreage" from the total site acreage. That net area then becomes the base number for density calculations.



10. As a consequence of the structure of these density provisions of the Zoning, and State laws and regulations, the calculation of the actual residential density for uses on a particular property in the Suburban Residential District requires a multi-disciplined, professional determination of numerous engineering and environmental criteria and factors, including the area of net acreage and the amount of potable water available to establish the number of bedrooms to be permitted to be served by an on-site water system.

**Gan Eden Planning for Multifamily Residences**

11. Gan Eden has followed such an approach and determined that the net acreage of its Property available for development under the Zoning is 133.95 acres out of a total site of 198.96 acres in the Town (and not including 13.38 acres of property in the adjacent Town of Fallsburg), as set forth in the following table from its pending site plan application to the Town:

Property Area (Ac.)			Wetlands (Ac.)	Steep Slope Area (Ac.)	Exist. ROW (Ac.)	Exist. Pond (Ac.)	Net Acreage
Thompson	Fallsburg	Total	Total	>20%	Total	Total	Ac.
a	b	c	d	e	f	g	h=(a-d-e-f-g)
198.96	13.38	212.34	18.92	42.09	0.86	3.14	133.95

12. Gan Eden has also engaged professionals and experts to determine that on-site wells can provide sufficient and sustainable supplies of potable water to permit the construction of a residential project consisting of 1341 bedrooms. See: **Exhibit A**, Affidavit of Verification of William A. Canavan, incorporated herein.

13. Gan Eden has owned the Property in the Suburban Residential District for many years. It was formerly developed as a resort hotel, but is now vacant land at the intersection of Sullivan County Routes 104 and 107. It has been common knowledge for many years that Gan Eden proposed development of the Property.

14. A conceptual plan for development of Gan Eden was prepared, submitted and discussed

with the town of Thompson Supervisor and Planning Board in 2010. That Planning concept illustrated a total of 885 mixed residential types that included Townhomes, apartments and senior apartments.

### **Opposition to the Gan Eden Project**

15. Before the Gan Eden project ("Project") had undergone, or even begun SEQRA review for such issues as potable water supply, traffic, population impacts, housing needs, wetlands, wastewater treatment and the overall nature of the proposed development, a local group has maintained a campaign against the Project and, upon information and belief, continues to pressure the Town to thwart the Project.

16. That group is the Columbia Hill Neighborhood Alliance ("CHNA"), and its stated purpose is to oppose the Gan Eden Project, the purpose of such opposition being stated in the following terms:

We seek a properly conceived and scaled project for Columbia Hill. It is only when we ensure a viable infrastructure that we will maintain the lifestyle we have chosen. To accomplish this we will engage necessary decision makers and help guide sustainable development. *Source: WHO WE ARE, <http://www.columbiahill.org>, last accessed November 28, 2017.*

17. In advancing what it describes as the "lifestyle we have chosen", CHNA has stated:

We plan on continuing our efforts in 2017 to educate the public about the status of the Gan Eden project and to lobby the Town of Thompson to ensure that the project is handled according to Town code and State law. ...We're also going to be involved in the election of local politicians more favorable to sensible, right sized growth." *SOURCE: <http://www.columbiahill.org/letters.html>, **Moving Forward**, excerpted, last accessed November 28, 2017.*

18. As a private group of individuals, CHNA may hold whatever opinion it chooses, and may express its opinion to public officials. The Town, and all public officials, are otherwise obligated to provide zoning and administer the law free from any prejudices, bias or other improper

considerations that may be presented to them by CHNA.

### **Gan Eden's Multifamily Residential Rental Project**

19. Gan Eden is owned and controlled primarily by principals of Atlantic Realty Development Corporation of Woodbridge New Jersey, which has developed, owns and operates over 80 high quality residential projects throughout New Jersey, and a number of luxury residential projects in New York City.

20. Gan Eden intends to develop the Property and retain ownership of the units, which it plans to rent to qualified individuals in accordance with all laws, rules and regulations, such as the Federal Fair Housing Act.

21. Gan Eden has the means and experience, as well as the access to capital, to produce, own and operate a successful residential rental development on the Property. It fully intends to do so.

22. Gan Eden has been aware that CHNA and others opposed development of the Property, and that those objectors had concerns on the suitability and feasibility of development of the 885 units proposed in the 2010 concept plan.

23. In March 2016 Gan Eden submitted an amended site plan for the Property ("Site Plan") to the Planning Board that proposed the development of 535 residential units in the form of 147 attached townhouses and 388 apartments in multifamily dwellings together with central, on-site water and sewer systems, internal roads, a clubhouse for residents and other facilities appropriate for a rental residential community on the Property.

24. The Site Plan provides for an overall density of development of 4.0 residential dwelling units per net acre, which includes both townhouses and apartments. Site development utilizes only 8.59% total building coverage whereas 20% building coverage is permitted. The location of the proposed uses and the structures proposed in Gan Eden's Site Plan, and the general character of development, have been designed with full consideration for the provisions of the Zoning, with the sole exception of the present density of multifamily dwelling units as interpreted by the Town.

The layout and design minimize site disturbance and provide the maximum preservation of existing natural conditions and open space. The characteristics of the plan are more fully described in the Affidavit of Verification of Joseph J. Fleming attached and incorporated as **Exhibit B**

25. The Planning Board received the Site Plan and has designated itself as the lead agency to conduct analyses for the development of the Property under SEQRA.

26. Gan Eden has engaged engineers, surveyors, hydrogeologists, attorneys, and others in furtherance of development of the Property, including for the SEQRA process. The Planning Board has also required Gan Eden to pay substantial sums for services provided to it by additional consultants engaged by the Planning Board. Those costs are escalated and duplicated as Gan Eden is also, voluntarily, paying and the adjacent town of Fallsburg for attorneys, engineers, planners, and hydrogeologists.

27. The Town of Fallsburg is involved only because some of the wells providing potable water are located on the 13.4-acre portion of the Property that lies within that town.

28. In anticipation of proceeding with the approval process, and the SEQRA process, Gan Eden has drilled wells and conducted hydrogeological studies to determine the availability of adequate quantities of potable water to support the development of its Site Plan. It has submitted studies to the Planning Board for review by its consultants engaged for such purpose at Gan Eden's expense. These studies demonstrate, among other things, that development of the Gan Eden Site Plan will not be limited by a shortage of potable water. The adequacy of potable water supply is established by the affidavit of William B. Canavan, an expert hydrogeologist, attached as **Exhibit A**.

29. Hydrogeological studies, plans and other materials have been provided to the Planning Board and the Town and made a public record. All such information is also

available to the adjacent Town of Fallsburg where the wells on the Property are located.

30. All information available to Gan Eden, including the information provided to the Planning Board, Town, Fallsburg, and the public, demonstrates that there is no basis to believe that the development of the Property at a density of 535 dwelling units, as proposed, would create any threat to the public health, safety, or welfare, including any threat to the natural environment from pollution or other actual physical harm.

31. The Zoning permits development of the Property with forms of dwellings other than multifamily apartments at the same or greater densities than the density proposed under the Gan Eden Site Plan. Such development would be almost certain to require more building coverage and a greater area of site disturbance than the Gan Eden Site Plan.

#### **The Need For Multifamily Rental Housing In The Town**

32. At and before January 2013 the Town was reviewing and approving development of a 1,583-acre site and amending §250-27.2 of its previously created zoning for Planned Resort Development. It was simultaneously conducting an in-depth SEQRA review of the plan for the EPT Concord Resort project.

33. Among the formal SEQRA findings of the Town Board of Thompson on that review were the following<sup>1</sup>:

a. The annual operation of the resort project will produce approximately 2,642 permanent, FTE (full time employment) jobs in the resort itself.

b. The economic influence of the resort will produce an additional 1,299 FTE indirect and induced permanent jobs within Sullivan County.

---

<sup>1</sup> Lead Agency Findings Statement, SEQRA: EPT Concord Resort, Received January 28, 2013, Town Clerk, Town of Thompson, NY

- c. The total estimated number of new, permanent jobs within Sullivan County will be 3,871 jobs.
- d. The total projected effect on the local economy within Sullivan County is \$598.53 million, including indirect and induced demand.
- e. The Town would receive approximately \$42.5 million in real property tax alone.

34. With respect to the potential impact on the local economy of a projected 3,871 new full-time jobs created by the economic impacts of just the EPT Concord Resort, the Town reached the following conclusion in its SEQRA Findings, at page 75, under the heading of “LOCAL ECONOMY”: *Employees. A portion of the 2,642 [full time] jobs would be filled by employees who would be new to the County, as they would move to the area as a result of the Proposed Project.*

35. The Town’s findings continued and included this conclusion: *Residential Development. Housing demand in Sullivan County could rise as a result of the Phase 1 development, as some of the new jobs would be filled by those who would move to the County as a result of the Proposed Project. However, most of the employment generated by Phase 1 would be drawn from the local labor force. It is likely that any new housing demand generated by the development of Phase 1 would first be absorbed by the existing housing stock.*

36. As set forth in the foregoing paragraphs 34 through 35, the Town was fully aware, and officially acknowledged that it should anticipate a significantly increased level of employment in Thompson due to the creation of over 3,800, new full-time jobs within the Town itself.

37. There was no rational basis for finding by the Town that the existing housing stock within the municipality could absorb any significant portion of the local housing demand generated by these new jobs projected to be created.

38. At this time, and on information and belief, at no time since 2010, did the Town conduct a

survey, study, or planning analysis that determined if the existing housing supply in the Town would be adequate to meet prospective demand for housing to be generated by new resort development or any indirect increase in employment or other indirect economic activity generated in the Town.

39. From 2010 through the present the Town has no factual basis to accurately project the existing or prospective rental housing needs within the Town.

40. Even without the additional housing demand generated by 3,800 new full-time jobs in the town of Thompson, the existing supply of rental housing, principally rental apartments, is inadequate to meet the needs of the community and its residents.

41. Based upon data collected by the US Census Bureau through its American Community Survey (2011-2015) 60% of the rental households in Thompson pay a gross monthly rental that exceeds 30% of their household income. These households are considered "housing cost-burdened" by the US Department of Housing and Urban Development (HUD). This is higher than Sullivan County (53%), New York State (54%) and the United States (52%).

42. Upon information and belief, the Village of Monticello, within Thompson, has re-zoned several neighborhoods to reduce multi-family dwellings and re-convert them to single and two family residences. This is intended to and will likely reduce the number of multi-family units available to the residents of Thompson. A reduction in the number of available units inevitably increases the demand for the remaining units, and further burdens that portion of the community that is cost-burdened.

43. Gan Eden's proposed development of its Property with the inclusion of 388 rental apartments and 147 rental townhouses at a density of four dwelling units per net acre, is consistent with the permitted density for townhome dwellings, and would serve the public health, safety, and welfare of the Town in each of the following ways:

- a. Meet an existing need for safe, efficient, and well-planned rental housing by adding substantially to the supply of rental housing within the community, in close proximity to the major source of new employment, the casino-resort development.
- b. By increasing the supply of rental housing, Gan Eden's rental units would help to stabilize apartment rents in the Town and surrounding communities.
- c. Allow for the development of the Gan Eden site essentially as zoned by the Town, but without unreasonable restrictions on the development of rental apartments.

#### **Discrimination Against Multifamily Rental Apartments in the Zoning**

44. At the time in 2010 when Gan Eden proposed the concept of developing 885 dwelling units on the Property, the Zoning permitted a density for multifamily dwellings computed on a formula based on number of bedrooms that produced between 6 to 10 dwelling units per net acre in the Suburban Residential District. That prior zoning determined density as a function of the number of habitable bedrooms. See: Affidavit of Verification and annexed report of Keenan Hughes, attached and incorporated as **Exhibit C**.

45. On information and belief, CHNA began its campaign of opposition to the Gan Eden project in 2012. A principal objection that CHNA raised was the number of dwellings that might be built as part of both the Gan Eden development and another development named Kelli Woods. Kelli Woods has not been developed nor has it applied for any approvals.

46. Without any study of the community's housing needs, and without any other valid reason, in 2013 the Town changed the Zoning to its present form and lowered the density for multifamily units to 1.9 dwelling units per net acre of property in the Suburban Residential District.



47. This change was accomplished by the adoption of **Local Law 13-2012**, which reduced the allowable density for multifamily rental units in the Suburban Residential District and on the Gan Eden Property to 1.9 dwelling units per net acre. **Local Law 13-2012** replaced the prior density provisions that were based upon habitable bedrooms with a density of 1.9 units per net acre, without defining any bedroom limits for such units.

48. Based upon information and belief, the intent of the Zoning is now to limit the number of "dwelling units" not bedrooms.

49. The Zoning sets two sets of standards for what is essentially the same type of dwelling within the Suburban Residential District under §250-28 of the Zoning:

- a. "Row" housing is a group of one-family dwelling units attached to each other.
- b. "Multiple Dwellings" contain three or more rental apartments.

50. The individual dwelling units in both row houses and multiple dwellings are envisioned by the Zoning to be contained within buildings that are limited in their overall dimensions under §§250-28, C (2) and (1), respectively.

51. Multiple dwellings are clearly identified as containing rental units. This sets them apart from all other forms of housing permitted in the Suburban Residential District.

### **Row Houses**

52. Row houses are permitted to contain units of smaller size than multiple dwellings. Row house dwelling units have a minimum habitable floor area of only 500 square feet.

53. Each dwelling in a multiple dwelling is required to be at least twice as large as the minimum for row house dwellings, with a minimum habitable floor area of 1,000 square feet.

54. The Zoning, as amended by **Local Law 13-2012**, allows row house dwelling units at a

density of 4.0 units per net acre, but restricts multiple dwelling units, that is rental units, to a density of only 1.9 units per net acre.

55. What distinguishes, and excludes, the multiple dwellings on the Gan Eden Site Plan from row houses under §250-28, C (2) of the zoning is an ownership requirement that: *"Row or attached housing consist[ing] of a series of attached one-family dwelling units, each located on its own individual lot owned in fee simple, not owned in fee simple, or in condominium ownership..."*.

56. If the purpose of the provision in the foregoing paragraph is to require that the occupant of the dwelling unit in a row house building be its owner, or that the dwelling unit be separately and individually owned, then it is outside the power of the Town to impose under its Zoning, and is otherwise arbitrary, discriminatory and illegal.

57. If the purpose of the same provision is to require separate subdivided lots for each of the several dwelling units in a row house building so that the building must be made a condominium, or to make development of such a building otherwise impossible under the Zoning because subdivision or other zoning standards cannot be met by a subdividing a single building into multiple lots, then it is arbitrary, discriminatory, capricious and outside the power of the Town to impose under its zoning.

#### **Other Forms of Housing in the Suburban Residential District**

58. By segregating and excluding "townhouses, duplexes, fourplexes and row houses" from the category of multiple dwellings in §250-28, C (1), those forms of housing fall within the category of row or attached housing regulated under §250-28, C (2).

59. The Zoning defines townhouse as "TOWNHOUSE - A building consisting of a series of noncommunicating one-family sections, each owned in fee simple, having a common wall between each two adjacent sections."

60. The Zoning defines a duplex as "DUPLEX - a building designed for or occupied exclusively by two families living independently from each other."
61. The Zoning does not define the other terms used, "fourplex" or "row house".
62. The Zoning does provide a definition for "DWELLING, MULTIPLE - a series of attached one-family dwelling units, each unit located on its own individual lot."
63. The Zoning uses the terms identified in the foregoing paragraphs 58 through 62 to establish ownership requirements for dwelling units in buildings containing three or more individual dwelling units. Zoning provisions that dictate ownership requirements are illegal, arbitrary, capricious and not a proper exercise of the zoning power.

#### **Density Requirements of the Zoning**

64. The Zoning sets density for dwelling units per net acre in the Suburban Residential Zone for dwelling units owned by their residents at more than twice the density set for similar if not identical rental units.
65. There is no valid, proper or legal reason, other than discrimination against rental units, for any of the distinctions between "multifamily dwellings" and other forms of attached housing established in the Zoning, including §250-28 and the Schedule of District Regulations for the Suburban Residential District.
66. This discrimination in the Suburban Residential Zone is directed against Gan Eden and its development, particularly its present Site Plan.
67. Such discrimination is illegal, but also contrary to the need for rental housing in the Town.
68. The Town's own official projection, made in January 2013 of over 3,800 new full-time

jobs being created within the Town by the development of the Adelaar Resort and the Montreign (now known as the Resorts World) casino, and the additional finding that housing demand from these jobs would consume all existing housing stock and generate additional demand for housing within the Town, make the adoption of **Local Law 13-2012** to reduce the supply of rental housing, a cynical, arbitrary, capricious, unreasonable action, and one that was contrary to the Town's obligations to zone only for purposes of protecting the public health, safety, welfare, and morals of the community.

69. The density adopted by the Town in 2013 by **Local Law 13-2012** for multifamily dwellings in the Suburban Residential District is arbitrary, capricious, unreasonable and serves no legitimate governmental purpose in that it:

- a. Sets an arbitrary and unreasonably low standard for the developmental of rental apartments in the community
- b. Changed an existing, reasonable standard without any basis
- c. Unreasonably discriminates against the construction and development of multifamily rental housing by reducing its density and increasing the cost to develop such units
- d. Frustrates the health, safety, morals, or general welfare of the community by restricting and, in many cases, precluding the development of a use that is otherwise proper and permitted
- e. Restricts and discriminates against multifamily rental housing that is necessary in the community and required by many of its residents.

70. Rather than conducting any study of the community's exiting and prospective housing needs, the Town implemented a major downzoning of its residential lands by dramatically

reducing the allowable density for multifamily housing.

### **An Arbitrary Test for Compatibility**

71. In §250-28 A of the Zoning, of the various uses permitted, only multiple dwellings, hotels and motels are subjected to a test of “compatibility”, which requires the Planning Board to determine “... that the location of the proposed uses and the structures proposed and the general character of development are compatible with the surroundings and such other requirements of this Part 1 as may apply.”

72. Other residential uses permitted on the Property by the Zoning are not subjected to a test of compatibility by the Planning Board, including row houses and attached dwellings that are also controlled by the standards §250-28 of the Zoning.

73. The test of compatibility as specified in §250-28 A of the Zoning is not authorized under the Town Law §261 et seq.

74. The test of compatibility as specified in §250-28 A of the Zoning is arbitrary, capricious, unreasonable and serves no legitimate governmental purpose in that it:

- a. Does not set a discernible standard for review of a site plan or other plan for the development of property in the Suburban Residential District.
- b. Impermissibly delegates zoning authority to the Planning Board.
- c. Permits subjective findings with respect to “surrounding conditions” outside the property, and even outside of the zoning district to indiscriminately control multiple dwellings within the district where property is sought to be developed.
- d. Applies to only one type of private residential use within the district, but not others, without rational basis for such selective distinction.

- e. Allows and encourages discrimination against multifamily dwellings for purposes that are improper, immoral, unconstitutional and otherwise discriminatory.

### **A Pattern of Discrimination**

75. The Town has not established provisions that allow for the construction of residential rental projects; and, whether by design, intention, or simple indifference to the needs of the Town and its obligations to zone properly for the welfare of the community, the Zoning presents patterns of discrimination against rental housing that further establish the arbitrary, capricious, unlawful and illegal nature of the multifamily zoning in the Suburban Residential District.

76. The reduction of density for multifamily dwellings for the Property to 1.9 units per net acre by **Local Law 13.2012** created a density limitation that was far less than any other zone where multifamily dwellings were ostensible permitted.

77. The Zoning purports to allow multifamily residential development in various residential zones at a density of 4.0 dwelling units per net acre, but effectively excludes rental apartment units from development in those zones by provisions requiring that the unit be owned and not rented.

78. One example of this discrimination based upon ownership and economic status is §250-27 of the Zoning entitled "Planned Unit Development" which permits residential use which "...may be any type...as provided elsewhere in this Part 1." The reference to "Part 1" is a reference to the entire Zoning code.

79. The Schedule of District Regulations for the Suburban Residential Zone, which is Appendix A to the Zoning (Schedule"), provides for a residential density of 4.0 Units per Acre in a Planned Unit Development, but a further referenced sub-section, §250-27 refers back to

"...the appropriate number of dwelling units per acre for the district in which such site is located", which would either impose the same 1.9 units per acre for "multiple dwellings" under §250-28, C (1) or allow for greater density only at the arbitrary discretion of Town boards, officials and advisors.

80. "Multifamily dwellings" are also permitted by §250-27.2, B (2) (a) [5] in the Planned Resort Development Zone ("PRD") in accordance with a Comprehensive Development Plan ("CPD") to be approved by the Town Board under §250-27.2, B (3). The density of residential development permitted by the CPD is 4.0 units per acre of net site area. §250-27.2, B (3)(b)[1]. Density for rental multifamily dwellings in the PRD is treated no differently than the density for any other type of multifamily housing.

81. Virtually unlimited discretion of the Town Board over the PRD, and the fact that this is the very resort zone slated to produce thousand of jobs through extensive non-residential development, create no rights to develop, nor likelihood of development of residential rental housing in the PRD.

82. Upon information and belief, there are no proposals to provide any significant amount of residential rental housing at the resort, nor are such proposals likely. As a result the PRD will not meet the rental housing needs of the Town as those needs have been acknowledged by the Town in its 2013 findings under SEQRA.

83. The arbitrary and unreasonable restriction of multifamily rental housing is most manifest in §250-28.2 of the Zoning, which provides for a floating zone linked only to Highway Commercial ("HC") districts. §250-28.2 provides for a "Workforce Housing Development District" ("Workforce District" of "WFD").

84. This district is not permitted in other residential zones, and carries a number of occupancy restrictions and limitations to ensure an economically segregated community and other

limitations that are discriminatory on their face, guided in all respects by the stated purpose of this zone:

The Town Board has determined that there is a need for housing developments located and designed to meet the needs of everyday working families and citizens of the Town of Thompson, to be known as "workforce housing developments" and believes that workforce housing should be encouraged by the Town of Thompson. Such housing developments will tend to contribute to the dignity and independence of people at a greater range of income levels. Workforce housing developments, if not properly located, constructed and maintained, may be detrimental to the general welfare, health and dignity of the residents. It is also deemed essential that the Town of Thompson safeguard against the deterioration of a workforce housing development. *§250-28.2 Workforce Housing Development District. subsection A.(1) added by Local Law 7-2012.*

85. The Workforce Housing Development District ("WFD") does not provide zoning as-of-right in any area, or on any particular property. The Town Board has reserved unto itself the "sole discretion" whether to even accept, much less approve, an application for workforce housing development. *§250-28.2 K (1)*

86. Among other discriminatory provisions of the WFD zone is the economic discrimination inherent in *§250-28.2 G* which limits occupancy to households whose combined total income "...is at or below the threshold set by the New York State HCR, or other successor agency as designated by the State of New York". *§250-28.2 G (1)*.

87. HCR refers to the New York State Homes and Community Renewal agency, which publishes both statewide, area and county income tables of income limits for low-income families earning various percentages of the low-income limit for each of those areas or counties, as well as for the state as a whole.

88. The current HCR tables for 2017 establish varying income limits for all areas within New York, including Sullivan County. The particular income limit depends on the number of persons in a household, and which percentage of the local poverty level is applicable. There



are eight levels of percentage of poverty level, ranging from 30 percent of the low-income limit to 166 percent.

89. The Zoning for WFD fails to establish which of the many income limits, or combinations thereof, would be applicable to establish a WFD zone, making the income limitations even further arbitrary and discriminatory.

90. No provision of the Zoning provides a reasonable opportunity to develop residential multifamily housing in the Town without arbitrary and illegal distinctions drawn to suppress rental housing development.

91. When the zoning allows more than twice the density of units per acre for independently owned residential units such as condominium and other units that are more expensive to acquire and occupy than rental apartment units, rental units are placed at an unfair and illegal disadvantage.

92. Whether the purpose of such zoning is intentional discrimination through convoluted zoning provisions, definitions, requirements, procedures and other means, or simply governmental neglect of its obligations to create zoning districts without discrimination against rental housing, the effect is the same - improper and illegal zoning.

**First Claim for Relief**

**- Declaratory Judgment -**

93. Plaintiff repeats and incorporates all of the foregoing paragraphs in support of its claim.

94. Gan Eden's proposed development of its Property with the inclusion of 388 rental apartments in multifamily buildings at a density of four dwelling units per net acre, consistent with the permitted density for townhouse dwellings, would serve the public health, safety, and welfare of the Town in each of the following ways:

- a. Meet an existing need for safe, efficient, and well-planned rental housing by

adding substantially to the supply of rental housing within the community, in close proximity to the major source of new employment, the Adelaar casino-resort development.

- b. Increase the supply of rental housing and meet an acknowledged housing need.
- c. Gan Eden's rental units would help to stabilize apartment rents in the Town and surrounding communities.
- d. Allow for the development of the Gan Eden site essentially as zoned by the Town, but without unreasonable restrictions on the development of rental apartments.

95. Gan Eden acquired the Property for the specific purpose of pursuing a residential rental/sale development and has determined that the best use of the Property is in accordance with its present Site Plan. It has expended substantial sums in pursuing development of the Property.

96. In March 2016 Gan Eden submitted an amended site plan for the Property ("Site Plan") to the Planning Board that proposed the development of 535 residential units in the form of 147 townhouses or rowhouses and 388 apartments or multifamily dwellings together with central, on-site water and sewer systems, internal roads, a clubhouse for residents and other facilities appropriate for a rental residential community on the Property.

97. It was known to the Town, and is otherwise common knowledge, that the 535 proposed units would be rental units.

98. Representatives of the Planning Board participating in the SEQRA process of Gan Eden's revised site plan, stated that Gan Eden should reduce the density of its development, submit a new Site Plan, and begin the SEQRA process anew from the beginning.

99. The reason given to Gan Eden for reducing the density of development from 4.0 to 1.9 residential dwelling units per net acre is **Local Law 13-2012** that reduced the density for multiple dwellings, that is apartments, to 1.9 units per net acre.

100. **Local Law 13-2012** is arbitrary and capricious in that it:

- a. Sets an unreasonably low density for multifamily dwellings, particularly with respect to other forms of housing permitted in the Suburban Residential Zone;
- b. Was adopted without any study, need or factual basis of any kind, including a proper review under SEQRA;
- c. Was improperly influenced by objections of CHNA and others that had no basis in fact and were merely designed to thwart development of the Property.

**WHEREFORE**, Plaintiff seeks a declaration pursuant to **New York CPLR 3001** that **Local Law 13-2012** is void and unenforceable in that it:

- Is arbitrary and capricious setting an unreasonable standard of density in the circumstances;
- Violates Town Law 261 as improper zoning; and
- Furthers a patten of discrimination against rental housing as compared to other similar and/or identical housing types.

**Second Claim for Relief**  
**- Declaratory Judgment -**

101. Plaintiff repeats and incorporates all of the foregoing paragraphs in support of its claims.

102. The Zoning treats rental housing in a discriminatory way based upon ownership and economic status, as the standard and policy of the Town.

103. The Zoning contains numerous provisions that give unfettered discretion to town bodies and town officials to discriminate against rental housing by declaring it to not be "compatible", as with the provisions of §250-28 A.

104. Gan Eden's Site Plan and its submissions pursuant to SEQRA have been filed since March 2016. During that time Gan Eden has sought to have its application proceed.

105. The Planning Board has not proceeded with any material aspect of the Gan Eden Site Plan or its review under SEQRA.

106. Such delays have been based upon the density restrictions of **Local Law 13-2012**.

107. Upon a declaration of the invalidity of **Local Law 13-2012**, the Gan Eden site plan review process should proceed in the normal course of business, but without delay or other objection from the Town or the Planning Board as to permitted uses or density of the 535 residential rental units proposed.

108. The conformance of the Gan Eden Site Plan with good engineering practice and the substantive provisions of the Zoning has been confirmed by the affidavits attached to and verifying this complaint.

109. The "compatibility" provisions of the Zoning are therefore not applicable to the proposal to develop multifamily dwellings on the Property in accordance with the Gan Eden Site Plan.

110. The "compatibility" provisions of the Zoning are an impermissible provision and delegation of authority to the Town Planning Board and other officials from the Town Board.

**WHEREFORE**, Plaintiff seeks a declaration pursuant to **New York CPLR 3001** that the "compatibility" provisions are void and of no effect and that the remaining Zoning permits the uses and densities proposed in the Gan Eden Site Plan.

**Third Claim for Relief**

**- Supplemental Relief Pursuant to CPLR Article 78 -**

111. Plaintiff repeats and incorporates all of the foregoing paragraphs in support of its claim.
112. Upon a Declaration granted in response to the First and Second Claims for Relief, or earlier upon application for interim relief, Plaintiff seeks an order directing the Town, its Planning Board and its other officials to proceed with all deliberate speed to perform and conclude their review of the Gan Eden Site Plan pursuant to SEQRA.
113. The provision of rental housing within the Town has, and will increasingly continue to have, an important impact upon the Town and its residents.
114. The provision of an adequate supply of rental housing is likely to have an impact upon employment and other social impacts that are required to be considered under SEQRA.
115. Upon information and belief, such a SEQR or other similar review has never been performed by the Town or any other agency with respect to the Adelaar resort development or any component thereof as respects housing requirements for a dramatically increased and increasing level of employment in the Town.
116. SEQR and the interests and welfare of the Town and its residents, and others, require that such a review be performed without delay.
117. The Gan Eden Site Plan review under SEQR should not be burdened with such a review,


but the public interest would be advanced by having the review of the Gan Eden project proceed without further delay engendered by the Town's Zoning or discrimination against multifamily rental housing.

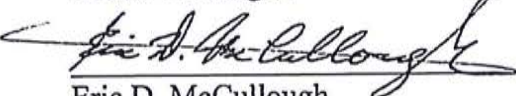
**WHEREFORE**, Plaintiff seeks an Order and Judgment pursuant to **New York CPLR 7801, et seq.** requiring the commencement of the SEQR process for the Gan Eden development without delay and with all deliberate speed.

Dated: December 21, 2017

Daniel E. Horgan (NY Bar: 2222099)  
dehorgan@lawwmm.com  
Eric D. McCullough (NY Bar: 4023172)  
edm@lawwmm.com

**WATERS, McPHERSON, McNEILL,**  
*Attorneys for Plaintiff, Gan Eden Estates*  
233 Broadway, Suite 2220  
New York, NY 10279  
-and-  
300 Lighting Way, 7th Floor  
Secaucus, NJ 07094  
(201) 330-7453

  
Daniel E. Horgan

  
Eric D. McCullough

**AFFIDAVIT OF VERIFICATION**

by

**Larry Frenkel**


**(CPLR R 3021)**

**Larry Frenkel**, being all full age, upon his oath deposes and says:

1. I am a member in Columbia Hill Investors, LLC, a New York limited liability company, which is a general Partner of Gan Eden Estates, and I am fully empowered and authorized to act on behalf of Gan Eden Estates partnership. I am the individual charged with the management of the development of the Gan Eden Property in the town of Thompson, New York and the prosecution of this action against the Town of Thompson and its Planning Board.
2. The statements in the foregoing Complaint of Gan Eden Estates against the Town of Thompson and its Planning Board are true to my knowledge, except where such statements are made upon information and belief, in which case I believe them to be true.
3. I have reviewed and relied upon the Affidavits of Verification of William A. Canavan, Joseph Fleming, and Keenan Hughes, which are attached to and incorporated in the Complaint as Exhibits. The facts stated in those Affidavits are known by me to be true. I am knowledgeable of the professional opinions stated in those Affidavits and I believe them to be true.

DATED: December 18, 2017

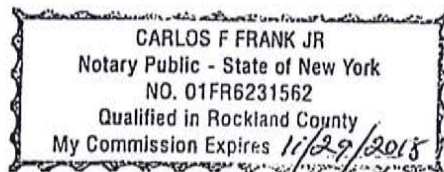
GAN EDEN ESTATES  
Columbia Hill Investors, LLC, general partner

BY:   
Larry Frenkel

Sworn and Subscribed before me, a Notary Public of New York:



NOTARY



**SUPREME COURT OF NEW YORK  
SULLIVAN COUNTY**

Index No. 2017-2291

**AFFIDAVIT OF VERIFICATION**

by

**WILLIAM A. CANAVAN  
(CPLR R 3021)**

**EXHIBIT A**

**to Complaint of Gan Eden Estates**



**William A. Canavan**, being all full age, upon his oath deposes and says:

1. I make the statements in this Affidavit for the purpose of verifying the attached Complaint of Gan Eden Estates against the Town of Thompson and its Planning Board concerning matters of potable water supply. The statements made by me herein in verification of the Gan Eden Complaint are personally known to me and are true. I have reviewed the Complaint for purposes of verifying its allegations and hereby verify that the allegations made in the Complaint concerning the availability of potable water supply, the regulation of potable water supply, the testing of wells, and of sufficient water supply for the Gan Eden Site Plan are true; they also accurately reflect my professional opinion where the Complaint states matters of expert opinion. Where such matters are of information and belief, I believe them to be true.
2. I am the president of HydroEnvironmental Solutions, Inc., a company that for 18 years has provided consulting services in the field of environmental consulting, with an emphasis upon navigating the complexities of environmental laws and a particular focus upon water resources and protection of the environment. Additional information on my company is available at [www.hesny.com](http://www.hesny.com).
3. My educational background includes Bachelor of Science from Franklin & Marshall College and Master of Science from Southern Illinois University at Carbondale degrees in geology [1]and I am a licensed professional geologist in New York with license number 246. I have worked in the field of hydrogeology for 29 years.
4. My professional work as a hydrogeologist involves, among other things, investigations to determine the availability and suitability of potable water supplies to serve the needs of both

private and public water supply systems; and, to do so with adequate measures to protect the environment from harm, and the degradation of existing water supplies. An integral part of the process also includes thorough knowledge and extensive experience in preparing plans, analyses and reports necessary for securing permits from all levels of government agencies regulating potable water supplies and systems.

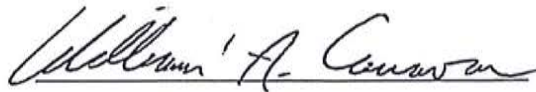
5. I have qualified as an expert and provided sworn testimony before administrative agencies and courts in both New Jersey and New York State in the area of hydrogeology on numerous occasions during my professional career.
6. Since 2009 I have been engaged by Gan Eden to evaluate the availability of potable water supplies for its project in the Town of Thompson, New York. I have reviewed all available information on the four wells drilled on the Gan Eden site, including well test reports and other evaluations to determine a safe and continuous yield of potable water that would be available from these wells. I have also evaluated such information to reach a conclusion as to the amount of potable water that could be produced for use by the Gan Eden development under existing regulations of the State of New York and the Delaware River Basin Commission ("DRBC"). The DRBC is a multistage agency regulating water supply within the geographic area in which the town of Thompson is located, and is the agency from which necessary water supply permits would have to be obtained for the Gan Eden development.
7. My conclusion from the foregoing evaluations is that sufficient potable water is available on site to supply the Gan Eden development for residential use up to the level of 1341 bedrooms. The applicable regulatory standards determine water demand for projects like Gan Eden on the basis of the number of residential bedrooms. The standards are essentially very conservative to ensure that water supply systems will have sufficient water under all

anticipated conditions, and that the operation of these systems will not have an adverse affect on water supplies upon which other users depend.

8. I have reviewed the entire Complaint to which this affidavit is attached, and its supporting exhibits, including the affidavit of Joseph J. Fleming, PE, to ensure that the statements made in reliance upon my professional advice and opinions, are true, complete, and accurate.

Based upon that review, I can attest to the fact that sufficient potable water is available to the Gan Eden project to support the development of residential units proposed by Gan Eden as stated in the Complaint.

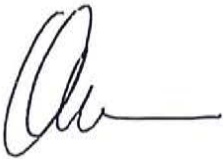
DATED: December 18, 2017



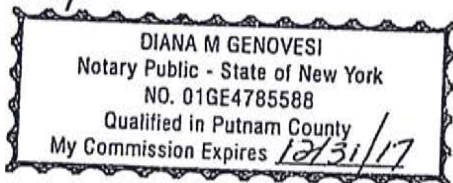
William A. Canavan

Sworn and subscribed before me, a Notary Public of New York

*on 12/18/17*



NOTARY



**SUPREME COURT OF NEW YORK  
SULLIVAN COUNTY**

Index No. 2017-2291

**AFFIDAVIT OF VERIFICATION**

by

**JOSEPH J. FLEMING**

(CPLR R 3021)

**EXHIBIT B**

**to Complaint of Gan Eden Estates**

**Joseph J. Fleming**, being all full age, upon his oath deposes and says:

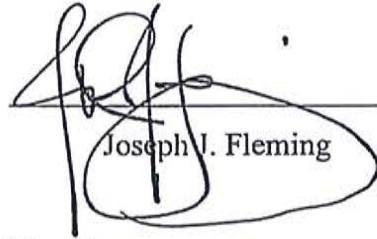
1. I make the statements in this Affidavit for the purpose of verifying the attached Complaint of Gan Eden Estates against the Town of Thompson and its Planning Board concerning matters of civil engineering, utilities, and site layout and design. The statements made by me herein in verification of the Gan Eden Complaint are personally known to me and are true. I have reviewed the Complaint for purposes of verifying its allegations and hereby verify that the allegations made in the Complaint concerning the Gan Eden Site Plan, including the number of dwelling units are true; they also accurately reflect my professional opinion where the Complaint states matters of expert opinion. Where such matters are of information and belief, I believe them to be true.
2. I am the Executive Vice-President of PS&S, an integrated design and engineering company. I am the principal in charge of all Land Services at PS&S, which includes Environmental Permitting & Remediation, Utility Services, Surveying, Landscape Architecture and Civil Engineering. PS&S provides a broad range of consulting services for the development community, including the design, permitting, and construction of residential housing in all of its associated utility, drainage, roadway and other aspects. Additional information on my company is available at [www.psands.com](http://www.psands.com).
3. My educational background includes a Bachelor of Engineering degree from the New Jersey Institute of Technology and I am a licensed Professional Engineer in New York, Massachusetts, Pennsylvania and New Jersey. I have worked in the field of professional engineering for 41 years.
4. My responsibilities at PS&S with regard to the Gan Eden Estates residential development

project in the Town of Thompson, NY, include supervision and coordination of services provided by PS&S, including the survey, design and engineering services required for the preparation of the Gan Eden Site Plan prepared by a New York licensed Professional Engineer, Lisa A. DiGerolamo, P.E. who works within the Land Services group. As such I am personally familiar with the details of the Gan Eden Property as described in the attached Complaint and the Site Plan prepared by Ms. DiGerolamo. I have personal knowledge of those plans and proposals.

5. I have qualified as an expert and provided sworn testimony before administrative agencies and courts in the area of professional engineering on numerous occasions during my professional career, including the civil engineering of large scale residential and other developments.
6. Since 2007 PS&S Land Services has been engaged by Gan Eden to evaluate the development of its property in the Town of Thompson, New York. I am personally familiar with the design and engineering for the Gan Eden Property, including its present Site Plan as described in the attached Complaint.
7. My conclusion from the foregoing is that the Gan Eden Site Plan represents a project that is based in all respects upon sound design and engineering, as well as proper considerations for applicable engineering and environmental regulations, including storm water detention, utilities, and sewerage disposal for a project of 1341 bedrooms. The Site Plan proposes the development of those 1341 bedrooms in 535 residential dwelling units with a layout that minimizes site disturbance, maximizes the preservation of natural areas and open space, and that will not have negative impacts upon the area in which it is located.

8. I have reviewed the entire Complaint to which this affidavit is attached, and its supporting exhibits, including the affidavit of William A. Canavan, to ensure that the statements made in reliance upon the design of Gan Eden and its site plan, and the professional opinions and advice provided to Gan Eden by me and my company, are true, complete, and accurate. Based upon that review, I can attest to the fact that they are true and accurate as stated in the Complaint.

DATED: December 15, 2017



Joseph J. Fleming

Sworn and subscribed before me, a Notary Public of New Jersey



LISA ANN SPUNDER

NOTARY PUBLIC

STATE OF NEW JERSEY

ID # 2226025

MY COMMISSION EXPIRES MAY 28, 2019

NOTARY

**SUPREME COURT OF NEW YORK  
SULLIVAN COUNTY**

**Index No. 2017-2291**

**AFFIDAVIT OF VERIFICATION**

**by**

**Keenan Hughes**

**(CPLR R 3021)**

**EXHIBIT C**

**to Complaint of Gan Eden Estates**



**Keenan Hughes**, being all full age, upon his oath deposes and says:

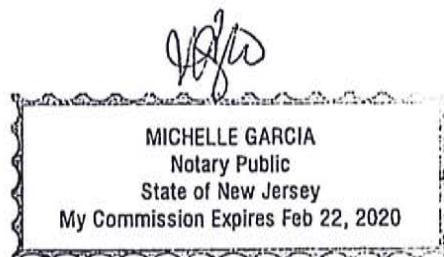
1. I make the statements in this Affidavit for the purpose of verifying the attached Complaint of Gan Eden Estates against the Town of Thompson and its Planning Board concerning matters of professional planning, which include planning for housing needs, density and related zoning issues. The statements made by me herein in verification of the Gan Eden Complaint are personally known to me and are true. I have reviewed the Complaint for purposes of verifying its allegations and hereby verify that the allegations made in the Complaint concerning housing issues, density, discrimination and the local zoning applicable to the Gan Eden Site Plan are true; they also accurately reflect my professional opinion where the Complaint states matters of expert opinion. Where such matters are of information and belief, I believe them to be true.
2. I am attaching and incorporating into this Affidavit a report prepared by me for Gan Eden. It includes my professional qualifications, analysis and opinions. Additional information on my background, qualifications and professional qualifications is available at [www.ppgplanners.com](http://www.ppgplanners.com).

DATED: December 15, 2017

  
Keenan Hughes

Sworn and Subscribed before me, a Notary Public of New Jersey

NOTARY



**PLANNING ANALYSIS – GAN EDEN ESTATES  
PREPARED BY KEENAN HUGHES, AICP, PP**

---

1. I am a principal of Phillips Preiss Grygiel LLC (PPG), a planning and real estate consulting firm based in Hoboken, NJ. I am a licensed Professional Planner in the State of New Jersey and a member of the American Institute of Certified Planners. I have a Master's Degree from the Graduate School for Planning and the Environment from Pratt Institute in Brooklyn, NY. I have been a visiting professor at Pratt Institute and maintain regular continuing education in the field of planning.
2. PPG has prepared comprehensive plans and other studies for numerous communities in New York, such as the Villages of Hastings-on-Hudson, Ossining, Dobbs Ferry and South Nyack.
3. I have advised governmental and private sector clients throughout the Tri-State Area, including the Port Authority of New York and New Jersey, the Roosevelt Island Operating Corporation and the New Jersey Sports and Exposition Authority, on land use, planning and zoning matters. I have been accepted as an expert in the field of planning by land use boards in over 70 municipalities.
4. In June 2017 I was retained by Gan Eden Estates, LLC ("Gan Eden") to evaluate from a planning viewpoint the Town of Thompson's Zoning and Planned Unit Development Ordinance as applied to Gan Eden's proposed residential development consisting of 535 dwelling units.
5. In conducting my investigation, I reviewed the following documents:
  - a. The site plan prepared by PS&S dated August 2011 (revised through September 30, 2016);
  - b. The current Town of Thompson Zoning and Planned Unit Development Ordinance [available online via [www.ecode360.com](http://www.ecode360.com)];
  - c. An archived version of the Town of Thompson Zoning and Planned Unit Development Ordinance, dated September 10, 2011 [available online via [www.ecode360.com](http://www.ecode360.com)]
  - d. The Town of Thompson/Village of Monticello Comprehensive Plan, prepared by the Thompson-Monticello Joint Comprehensive Plan Committee, 1999;
  - e. Local Law No. 13 of 2012;
  - f. Excerpts of Town Board Meeting Minutes from 2012 regarding proposed local law to change density calculations;
  - g. Amended Site Plan Application filed by Gan Eden Estates dated July 22, 2016;
  - h. Town of Thompson Technical Review Comments for Gan Eden, prepared by MH&E D.P.C., dated July 20, 2016;
  - i. Town of Thompson Planning Board Record of Appearance dated March 13, 2017;
  - j. Hydrogeologic Review prepared by Miller Hydrogeologic Incorporated dated April 17, 2017; and

- k. Groundwater Supply Assessment for Gan Eden Estates prepared by HydroEnvironmental Solutions, Inc. dated February 2017.
- l. Illustrated Book of Development Definitions (Fourth Edition), Moskowitz et al.
- m. Housing Affordability in New York State, prepared by the Office of Budget and Policy Analysis, New York State Comptroller, March 2014.
- n. Gaming Facility License Award, Montreign Operating Company, LLC. New York State Gaming Commission, December 21, 2015.

SUMMARY OF KEY FACTS

- 6. Gan Eden’s proposed development consists of 535 dwelling units, including 147 townhouses and 388 multifamily dwelling units.
- 7. The gross acreage of the subject property is approximately 199 acres. The net acreage after deducting areas of wetlands, steep slopes, existing rights-of-ways and easements and bodies of water is approximately 134 acres.
- 8. The subject property is located within the Town of Thompson’s SR (Suburban-Residential) zone. The SR zone permits single- and two-family dwellings, day care, cluster developments for single-family dwellings, multiple dwellings (hereafter “multifamily dwellings”), row and attached dwellings (hereafter “townhouses”), planned unit developments, hotels and motels, places of worship and clubhouses for social and recreational activities.
- 9. The SR zone sets forth maximum densities for various residential uses.
  - a. Single- and two-family dwellings are allowed at a density of up to 1.9 dwelling units per acre on properties with access to central sewer or water facilities and 0.9 dwelling units per acre on properties without access to central sewer or water facilities. The calculation of density for single- and two-family dwellings is based on the gross acreage of the property.
  - b. In 2012, pursuant to Local Law No. 13, the Town of Thompson reduced the permitted density for “multiple dwellings” (hereafter “multifamily dwellings”) from approximately 6 to 10 dwelling units per acre to 1.9 dwelling units per acre. However, the calculation of density for multifamily dwellings is based on the net acreage of the property (i.e., gross acreage minus areas of steep slopes, wetlands, easements and bodies of water). Multifamily dwellings must be located on properties with access to central sewer or water facilities.
  - c. Townhouses are allowed at a density of up to 4 dwelling units per acre. Similar to multifamily dwellings, the density calculation is based on net acreage.
  - d. Planned unit developments are allowed at a density of up to 4 dwelling units per acre. Planned unit developments may consist of any permitted residential use. The density calculation for planned unit developments is based on net acreage.
- 10. The Zoning and Planned Unit Development Ordinance also sets forth various bulk and other requirements for each of the permitted residential uses.

11. The Groundwater Supply Assessment prepared by HydroEnvironmental Solutions, Inc. determined that the on-site wells are “more than capable of meeting the water demands for the proposed project (1,341 bedrooms).”

SUMMARY OF EXPERT OPINION

12. Based on a review of the aforementioned documentation and the above facts, it is my opinion that the Town of Thompson’s Zoning and Planned Unit Development Ordinance is arbitrary, capricious and unreasonable for the reasons set forth below.
13. The Town of Thompson’s excessively low density standard for multiple dwellings in the SR Zone is arbitrary and unreasonable.
14. Based on the density standards for the SR zone, the subject property could be developed with up to 378 single-family dwellings or 536 townhouses. Alternatively, the property could be developed with 255 multifamily dwelling units.
15. Based on a review of Town Board meeting minutes and the text of Local Law No. 13-2012, the Town of Thompson did not offer any rationale for such a drastic reduction in permitted density, which imposes a more restrictive density standard on multifamily dwellings than single-family homes and townhouses.
16. There is no discussion in the Town of Thompson’s Comprehensive Plan regarding the issue of density as it relates to multifamily dwellings.
17. In planning and zoning, the densities allowed for various residential uses typically range from single-family dwellings (low) to multifamily dwellings (high). The below table from the Complete Illustrated Book of Development Definitions illustrates this general hierarchy of permitted densities.<sup>1</sup>

**Gross Density Ranges for Housing Types (units per acre)**

Type of Unit	Suburban Area	Town	Urban Center
Single-family detached	1-4	4-8	8-15
Two-family	6-8	8-12	20-40
Townhouses	6-10	10-20	20-30
Flats, two- and three-story	10-18	15-30	25-40
Mid-rise	20-40	30-50	40-60
High-rise	-	50-60	70+

<sup>1</sup> Illustrated Book of Development Definitions (Fourth Edition), Moskowitz et al, p. 146.

18. Multifamily dwellings are typically permitted at greater densities than single-family dwellings and townhouses, because they are less impactful from a planning viewpoint. This concept is consistent with how Thompson controlled density prior to the 2012 Amendment.
19. For example, multifamily dwellings are less consumptive of land than single-family dwellings or townhouses. Single-family dwellings have a greater impact on farmland, open space and scenic landscapes than multifamily dwellings because they require greater land area. To illustrate, based on the standards for various residential uses set forth in Thompson's Zoning and Planned Unit Development Ordinance:
  - a. In the SR zone, a conforming multifamily building with a lot coverage of 9,600 square feet can contain approximately 12 dwelling units (i.e., approximately 800 square feet of lot coverage per dwelling unit).
  - b. In contrast, the development of 2 single-family homes requires approximately 1 acre of land with lot coverage permitted up to 8,000 square feet (i.e., approximately 4,000 square feet of lot coverage per dwelling unit).
  - c. Four conforming townhouse units consume approximately 6,250 square feet of land area (i.e., approximately 1,562 square feet per dwelling unit).
20. Multifamily dwelling households have lower car ownership rates than single-family homes and thus generate less traffic than other housing types.
  - a. In the US, the car ownership rate for multifamily dwelling units is 1 vehicle per unit. The car ownership rate for single-family homes is 2.1 vehicles per unit (according to a National Multifamily Housing Council analysis of American Community Survey 2005 data).
  - b. According to the Institute of Transportation Engineers Trip Generation Handbook, 9<sup>th</sup> Edition, apartment dwelling units generate 0.62 trips per unit during the peak hour. Single-family homes generate 1 trip per unit during the peak hour.
21. Environmental concerns are not a valid justification for the density restriction on multifamily dwellings, because the Town code separately requires all environmentally-sensitive areas to be deducted from the lot area which may be factored into the calculation of permitted density. Further, multifamily development is restricted to properties served by a central sewer system. Meanwhile, single-family dwellings, which are more land-intensive, can be developed at a much greater density, because they are not subject to the net acreage requirement.
22. Inexplicably, single-family dwellings are not required to factor environmental and other constraints in the maximum density calculation. Consequently, the net acreage density calculation required for multifamily dwellings is discriminatory.

23. In a rural setting such as Thompson, one of the primary development impact considerations is water supply. However, the State Department of Health evaluates water use and water withdrawal proposals in connection with residential development based on number of bedrooms, irrespective of residential type. Thus, water use capacity is not a basis for irrationally limiting the density of multifamily dwellings.
24. For all of the above reasons, Thompson's excessively low density standard for multiple dwellings as compared to single-family dwellings and townhouses is arbitrary and unreasonable and bears no relation to the health, safety or general welfare of the community.
25. In addition, the Town's Zoning Ordinance contains numerous inconsistencies and flaws which result in an arbitrary and unreasonable set of regulations.
  - a. §250-28.A provides that "multiple dwelling, hotels and motels and related accessory structures shall not be approved by the Planning Board without first determining that the location of the proposed uses and the structures proposed and the general character of development are compatible with their surroundings and such other requirements of this Part 1 as may apply." Thus, the Planning Board has arbitrary discretion to approve or reject multifamily development based on unspecified and entirely subjective criteria.
  - b. §250-28.B requires that "the entire site occupied by multiple dwellings and related accessory structures shall be maintained in single or group ownership throughout the life of the development." Zoning laws cannot impose restrictions on the ownership of a property unless it is a relevant factor in its land use classification. If a change in the form of ownership results in a change in the property's land use classification, this would constitute a change in use that would be subject to the Town's zoning requirements.
  - c. §250-28.C.1(e) requires "two allotted parking spaces for every dwelling unit constructed." This is contradicted by §250-22.C which requires "1 ½ per dwelling unit providing two bedrooms or fewer, and 2 per dwelling unit providing more than 2 bedrooms." This is a blatant and unresolvable inconsistency in the zoning ordinance.
  - d. Per Schedule A. Schedule of District Regulations – SR Suburban Residential District, planned unit developments are permitted subject to §250-27 on tracts of at least 30 acres at a maximum density of 4 units per acre. However, the allowable number of dwelling units is subject to the Planning Board's arbitrary consideration of such factors as "protection of surface water quality" and "protection or enhancement of scenic quality." The Board's ability to dictate allowable density on a case-by-case basis absent objective criteria constitutes an arbitrary and unreasonable regulation.

26. The density standard for multiple dwellings constitutes exclusionary zoning.
27. Exclusionary zoning is characterized by “development regulations that result in the exclusion of low- and moderate-income and minority families from a community.” Exclusionary zoning “provisions include allowing only large-lot, single-family detached dwellings; bulk regulations in excess of those needed for health and safety; limiting or barring of multifamily development; and excessive improvement requirements that generate unnecessary costs.”<sup>2</sup>
28. As noted above, the density limitation on multiple dwellings unfairly restricts multifamily uses to a lesser density than single-family detached dwellings and townhouses. The restrictive density standard for multiple dwellings lacks any reasonable or legitimate public purpose.
29. Multifamily dwellings tend to be more affordable than low-density single-family housing. Thus, multifamily dwellings provide a vital housing option for those who cannot afford to purchase a home.
30. There is a need for more housing options in Sullivan County to address existing deficiencies in housing quality and affordability. For example, 26.8% of renter households and 17% of owner households in Sullivan County expend more than 50% of their household income on housing costs, which is a level considered “severely housing cost burdened” by the U.S. Census Bureau.<sup>3</sup>
31. The need for housing will be intensified by the construction of the Montreign Resort Casino in Thompson, which will create 1,425 full-time jobs and 96 part-time jobs.<sup>4</sup> Additional housing options for these workers within Thompson will allow the Town to capture more of the economic and community benefits generated by the new casino resort. In addition, providing housing options within a short commuting distance to the casino is consistent with sustainable development principles.
32. Gan Eden’s proposed development would provide 535 new multifamily and townhouse units within an approximately 10 minute drive of the Montreign Casino Resort.
33. In imposing a more restrictive maximum density requirement on multifamily dwellings as compared to single-family dwellings or townhouses, the Town of Thompson has eliminated any economic rationale in support of the construction of multifamily dwellings. A property owner has zero economic incentive to construct multifamily dwellings when it can construct a higher number of single-family detached dwellings or townhouses.
34. Limiting multifamily dwellings to a lower density than single-family homes and townhouses virtually ensures that no apartments will be constructed in the community.

---

<sup>2</sup> The Complete Illustrated Book of Development Definitions, Fourth Edition, p. 190.

<sup>3</sup> Housing Affordability in New York State, prepared by the Office of Budget and Policy Analysis, New York State Comptroller, March 2014.

<sup>4</sup> Gaming Facility License Award, Montreign Operating Company, LLC. New York State Gaming Commission, December 21, 2015.

35. Under the current density standards, there is no reasonable opportunity in Thompson for the development of multifamily dwellings due to the Town's density standards. This results in a blatantly exclusionary form of zoning, because it effectively excludes multifamily dwellings from the community.



AI

At a regular meeting of the Town Board of the  
Town of Thompson held at the Town Hall, 4052  
Route 42, Monticello, New York on January 02,  
2018

**RESOLUTION TO ENACT LOCAL LAW NO. \_\_\_\_ OF 2018**

**WHEREAS**, proposed Local Law No. 09 of the year 2017 entitled, "A local law to amend Chapter 48 Section 15 of the Town of Thompson Code regarding Health Insurance" was introduced to the Town Board at a meeting held November 21, 2017, 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. \_\_\_\_ for the year 2018, Town of Thompson, State of New York, which local law is annexed hereto and made a part hereof.

Moved by:

Seconded by:

Adopted on Motion: January 02, 2018.

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

STATE OF NEW YORK )

COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to enact Local Law No.\_\_\_\_\_ of 2018 was adopted by said Town Board on January 02, 2018, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on January 02, 2018.

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

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

Town of Thompson

Local Law No. \_\_\_\_\_ of the year 2018

A local law to amend Chapter 48 Section 15 of the Town of Thompson Code regarding Health Insurance entitled "A Local Law to amend Chapter 48 of the Code of the Town of Thompson".

Be it enacted by the Town Board of the

Town of Thompson

1. Chapter 48 Section 15 entitled "Health insurance", subsection F (1) is amended to read as follows:
  - F. (1) Have in place bona fide health insurance benefits from either (a) another employer, or (b) from a spouse's or other family member's or domestic partner's employer. Employee shall submit proof of alternate insurance coverage to the Town that said employee is and shall remain covered through said plan for the fiscal year.
2. Chapter 48, a new Subsection 7 is added as follows:
  7. Under no circumstances shall an employee be provided a buyout for an amount greater than the type of health insurance coverage they would otherwise be eligible for.
3. Current Subsection 7 and 8 are renumbered 8 and 9, respectively.
4. Except as herein specifically amended, the remainder of Chapter 48 of such Code shall remain in full force and effect.
5. If any clause, sentence, paragraph, subdivision, section or part thereof this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.
6. Except as herein otherwise provided penalties for the violation of this local law, any

person committing an offense against any provision of the chapter of the Code of the Town of Thompson shall, upon conviction thereof, be punishable as provided in Chapter 1, General Provisions, Article II, of such Code.

7. This local law shall take effect immediately upon filing with the Secretary of State.

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

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_ of 2018 of the Town of Thompson was duly passed by the Town Board on \_\_\_\_\_, 2018 in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_ of 2018 of the County/City/Town/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 2018 and was (approved) (not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ and was deemed duly adopted on \_\_\_\_\_ 2018, in accordance with the applicable provisions of law.

3. (Final adoption by referendum)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_ of 2018 of the County/City/Town/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 2018 and was (approved) (not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_. Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on \_\_\_\_\_ 2018, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_ of 2018 of the County/City/Town/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 2018 and was (approved) (not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 2018 in accordance with the applicable provisions of law.

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

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

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2018 of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of sections 36/37 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at a special/general election held on \_\_\_\_\_ 2018 became operative.

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2018 of the County of \_\_\_\_\_, State of New York, having been submitted to the electors at the General Election of November \_\_\_ 2018, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

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

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

\_\_\_\_\_  
Clerk of the county legislative body, city, town, village clerk or officer designated by local legislative body

Date: \_\_\_\_\_, 2018

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

STATE OF NEW YORK  
COUNTY OF SULLIVAN

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

Date: \_\_\_\_\_, 2018

\_\_\_\_\_  
Attorney for the Town  
County/City/Town/Village of Thompson

At a Regular Meeting of the Town Board of the  
Town of Thompson held at the Town Hall, 4052  
Route 42, Monticello, New York on January 02,  
2018

**RESOLUTION TO APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL  
OFFICERS**

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

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

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

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

Moved by:  
Seconded by:

Adopted the 2<sup>nd</sup>, day of January, 2018.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [ ] No [ ]
Councilman PETER T. BRIGGS	Yes [ ] No [ ]
Councilwoman MELINDA S. MEDDAUGH	Yes [ ] No [ ]
Councilman SCOTT S. MACE	Yes [ ] No [ ]
Councilman JOHN A. PAVESE	Yes [ ] No [ ]

STATE OF NEW YORK     )  
COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution approving Official Undertaking of Municipal Officers by said Town Board on January 2<sup>nd</sup>, 2018, annexed hereto, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of aid original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on January 4<sup>th</sup>, 2018.

---

Marilee J. Calhoun, Town Clerk



**TOWN OF THOMPSON**  
**OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS**

WHEREAS, William J. Rieber, Jr., of the Town of Thompson, County of Sullivan, New York, has been elected to the office of Supervisor of the Town of Thompson; and

WHEREAS, Marilee J. Calhoun, of the Town of Thompson, County of Sullivan, New York, has been elected to the office of Town Clerk of the Town of Thompson; and

WHEREAS, Doreen Huebner, of the Town of Thompson, County of Sullivan, New York, has been elected to the office of Receiver of Taxes of the Town of Thompson; and

WHEREAS, Sharon L. Jankiewicz, of the Town of Thompson, County of Sullivan, New York, has been elected to the office of Town Justice of the Town of Thompson; and

WHEREAS, Martin S. Miller, of the Town of Thompson, County of Sullivan, New York, has been elected to the office of Town Justice of the Town of Thompson; and

WHEREAS, Richard L. Benjamin, Jr., of the Town of Thompson, County of Sullivan, New York, has been elected to the office of Highway Superintendent of the Town of Thompson and

WHEREAS, Gary J. Lasher, of the Town of Thompson, County of Sullivan, New York, has been appointed to the office of Comptroller of the Town of Thompson.

**NOW, THEREFORE**, we as respective officers above, do hereby undertake with the Town of Thompson that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all money or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned upon that he will well and truly keep, pay over and account for all money and property, including any special district funds, belonging to the Town and coming into his hands as such Supervisor; and

This undertaking of the Town Receiver of Taxes is further conditioned that she will well and truly keep, pay over and account for all money and property coming into her hands as such Receiver of Taxes; and

The Town does and shall maintain insurance coverage, presently with Traveler's Casualty and Surety Company of America, in the sum of \$100,000.00 each for the Town Supervisor, Town Clerk, Receiver of Taxes, Town Justices, Town Comptroller and Town Highway Superintendent, and \$1,000,000.00 coverage for the Town Receiver of Taxes for the period of January through March of each year, to indemnify against losses through the failure of the officers, clerks and employees covered thereunder to faithfully perform their duties or to account properly for all monies or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officers, clerks and employees covered thereunder.

# Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways  
33 Jefferson St. Monticello, NY 12701  
Phone: 794-5560

Dave Wells Deputy Superintendent  
Email [davehiway@gmail.com](mailto:davehiway@gmail.com)  
Fax: 794-5722

December 4, 2017

Town Board,

Find attached the list of roads to be improved for the 2018 construction season. The list may change do to the price of materials ,weather or unforeseen circumstances.

## Road Repair 2018

Southwoods from Cold Spring to Rose Valley

Strong Road

Cantrell Road

Wild Turnpike

Holiday Mt rail

Straight Path

High View Terrace

The Curve

Crescent View

Crescent

Holmes Rd

Rubin Rd

Roosevelt rd

Adam Rd

## marilee (clerk-town of thompson)

---

**From:** Jim Carnell (Town of Thompson Building Dept.) <jcarnell@townofthompson.com>  
**Sent:** Wednesday, December 20, 2017 11:16 AM  
**To:** supervisor@townofthompson.com  
**Cc:** marilee (clerk-town of thompson)  
**Subject:** FW: 2018 Consultant Agreement Renewal  
**Attachments:** 2018 Contract Agreement.pdf

Bill,

Not sure if received a copy of this from CHA. I would like to place this on the next agenda for approval.

Thanks,  
Jim

---

**From:** Kahlbaugh, Dave [mailto:DKahlbaugh@chacompanies.com]  
**Sent:** Monday, December 18, 2017 2:06 PM  
**To:** Dick McGoey <rdm@mhepc.com>; Jim Carnell (jcarnell@townofthompson.com) <jcarnell@townofthompson.com>; Paula Kay (peklaw@hvc.rr.com) <peklaw@hvc.rr.com>  
**Cc:** Salorio Jr., Manny <MSalorioJr@chacompanies.com>  
**Subject:** FW: 2018 Consultant Agreement Renewal

Jim, Dick and Paula –

Just a reminder that CHA's contract for providing transportation engineering/planning services expires at the end of this month. Attached is a consultant agreement for Town authorization to renew this agreement.

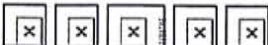
Let me know if you have any questions or need additional info.  
Thanks again for considering CHA for this work.

Happy Holidays,  
Dave

**David C. Kahlbaugh, AICP**  
Sr Planner V  
CHA ~ *design/construction solutions*  
Office: (518) 453-3983  
Cell: (518) 488-9063  
[dkahlbaugh@chacompanies.com](mailto:dkahlbaugh@chacompanies.com)  
[www.chacompanies.com](http://www.chacompanies.com)



Responsibly Improving the World We Live In



---

**From:** Kahlbaugh, Dave  
**Sent:** Friday, November 10, 2017 4:20 PM

**To:** Dick McGoey <[rdm@mhepc.com](mailto:rdm@mhepc.com)>; Jim Carnell ([jcarnell@townofthompson.com](mailto:jcarnell@townofthompson.com)) <[jcarnell@townofthompson.com](mailto:jcarnell@townofthompson.com)>;  
Paula Kay ([peklaw@hvc.rr.com](mailto:peklaw@hvc.rr.com)) <[peklaw@hvc.rr.com](mailto:peklaw@hvc.rr.com)>  
**Cc:** Salorio Jr., Manny <[MSalorioJr@chacompanies.com](mailto:MSalorioJr@chacompanies.com)>  
**Subject:** 2018 Consultant Agreement Renewal

Jim, Dick and Paula –

Our current consultant agreement to provide traffic engineering and transportation planning consulting services to the Town of Thompson will expire on December 31, 2017. Attached is a consultant agreement to enable us to continue providing these services in 2018. As is the case with our current agreement, the proposed agreement for 2018 does not include minimum retainer or fee volume and work will be undertaken only as authorized by the Town. Execution of the agreement allows CHA to provide on-call engineering and planning services without time delay typically encountered with proposal preparation, contract award and execution. If this agreement meets with your approval, please return one (1) fully executed agreement signed by the Town Supervisor for our files.

We appreciate the opportunity to continue providing consulting engineering services to the Town of Thompson, and we remain committed to working with you as a member of your team, assisting in any way we can.

If you have any questions or wish additional information, please feel free to contact me at either (518) 453-3983 or at [dkahlbaugh@chacompanies.com](mailto:dkahlbaugh@chacompanies.com).

Sincerely,  
Dave

**David C. Kahlbaugh, AICP**

Sr Planner V

*CHA ~ design/construction solutions*

Office: (518) 453-3983

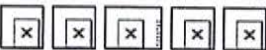
Cell: (518) 488-9063

[dkahlbaugh@chacompanies.com](mailto:dkahlbaugh@chacompanies.com)

[www.chacompanies.com](http://www.chacompanies.com)



Responsibly Improving the World We Live In



## MUNICIPAL CONSULTING AGREEMENT

*between*

**TOWN OF THOMPSON, NY**

*and*

**CHA**

This AGREEMENT, made this 27<sup>st</sup> day of November, 2017 by and between the TOWN of THOMPSON, NY, acting by and through Honorable William J. Reiber, Jr. (hereinafter "TOWN") and CHA, ("CHA" shall include CHA Consulting, Inc., a New York corporation, and its affiliate, Clough Harbour & Associates LLP, a New York limited liability partnership), with a principal place of business at III Winners Circle, Albany, County of Albany, in the State of New York (hereinafter "CONSULTANT");

### **WITNESSETH:**

WHEREAS, the CONSULTANT has offered to provide professional consulting services to the TOWN, and,

WHEREAS, the TOWN has accepted the offer of the CONSULTANT for such professional services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

### **ARTICLE I - SERVICES TO BE PERFORMED**

The CONSULTANT shall perform the professional services hereinafter set forth under the Article II entitled "SCOPE OF WORK" during the period commencing on January 1, 2018, and continuing until the termination of this AGREEMENT in accordance with Article V, or until December 31, 2018. However, no work shall be performed under this AGREEMENT except as authorized by the TOWN Supervisor, the TOWN Board or their designee(s). For projects located in Connecticut, Massachusetts, Michigan, Vermont, or the District of Columbia, the Services shall be performed by Clough Harbour & Associates LLP. For all other projects, the Services shall be performed by CHA Consulting, Inc.

### **ARTICLE II – SCOPE OF WORK**

During the period of this AGREEMENT, the CONSULTANT, upon authorization from appropriate TOWN officials and employees, agrees to:

1. Advise and consult with TOWN officials on TOWN traffic engineering and transportation planning matters;
2. Review submitted subdivision and site plan applications and traffic impact studies as requested and prepare written recommendations thereon for the TOWN Planning Board;



3. Make necessary field inspections in connection with submitted development plans, and traffic studies;
4. Render general consulting services including attendance at meetings of any TOWN Boards or other Agencies of the TOWN, as requested;
5. Assist the TOWN with compliance with the State Environmental Quality Review (SEQR) including review of the relevant traffic/transportation sections of Environmental Impacts Statements (EIS), and Environmental Assessment Forms (EAF).

#### **ARTICLE III – AVAILABLE DATA**

Upon reasonable request, all available data in possession of or under the control of the TOWN will be made available to CONSULTANT.

#### **ARTICLE IV – COOPERATION**

The CONSULTANT shall cooperate with representatives and employees of the TOWN to the end that work may proceed expeditiously and economically.

#### **ARTICLE V – TERMINATION OF AGREEMENT**

The TOWN shall have the right at any time to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the TOWN. In the event of such termination of this AGREEMENT, the CONSULTANT shall be entitled to compensation for all work theretofore authorized and performed, pursuant to this AGREEMENT, such compensation to be in accordance with Article VI of this AGREEMENT.

#### **ARTICLE VI – FEES**

In consideration of the terms and obligations of this AGREEMENT, the TOWN agrees to pay and the CONSULTANT agrees to accept, as full compensation for all services rendered under this AGREEMENT, fees and reimbursements determined according to the following basis:

1. The amount of salary costs including overhead and profit for the time devoted directly to the work by field and office employees of the CONSULTANT plus expenses. The salary cost is defined as cost of salaries (including sick leave, vacation, and holiday applicable thereto) for time directly chargeable to the project and shall include unemployment, excise and payroll taxes, contribution to social security, unemployment compensation insurance, retirement benefits and medical benefits.
2. Subcontract expenses shall be reimbursed to CONSULTANT at direct cost plus a ten percent (10%) administrative fee including such services as borings, special laboratory charges and similar costs along with out-of-pocket expenses at cost, that are not applicable to general overhead.



3. The total fees under No. 1 above, including expenses for professional employees of CONSULTANT, shall not to exceed the following:

<i>STAFF TITLE</i>	<i>MAX HOURLY RATE</i>
Principal Engineer	\$200
Senior Engineer/Planner	\$160
Project Engineer	\$130
Engineer	\$ 85
Senior Engineering/CADD Technician	\$ 75
Engineering/CADD Technician	\$ 60
Administrative/Technical Typist	\$ 50

#### **ARTICLE VII – METHOD OF PAYMENT**

Monthly payments on account for services rendered under this AGREEMENT shall be made upon written request of CONSULTANT. The written request by the CONSULTANT for payment shall give a detailed list of the salaries paid, including the hours spent, hourly salaries of each type of professional worker, together with a written report of the findings of the CONSULTANT to the date of the invoice, the original report to accompany the invoice and a copy to be sent by the CONSULTANT to the TOWN. The TOWN shall pay these invoices within thirty (30) days from receipt of same.

#### **ARTICLE VIII – EXTRA WORK**

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of this AGREEMENT and constitutes Extra Work, the CONSULTANT shall promptly notify the TOWN of the fact. The CONSULTANT shall not perform Extra Work without the TOWN's Express Authorization.

#### **ARTICLE IX – ACCOUNTING RECORDS**

Proper and full accounting records shall be maintained by the CONSULTANT to cover all payroll costs or other costs incurred. These records shall be available for audit by the TOWN for a period of three years.

#### **ARTICLE X - WORKER'S COMPENSATION**

This AGREEMENT shall be void and of no effect unless the CONSULTANT shall secure worker's compensation insurance for the benefit of, and keep insured during the life of said AGREEMENT, such employees of CONSULTANT as are necessary to be insured in compliance with provisions of the Worker's Compensation law.





#### **ARTICLE XI - ASSIGNMENTS**

The CONSULTANT specifically agrees as required by Section 109 of the New York General Municipal Law that CONSULTANT is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT or of CONSULTANT'S right, title or interest therein without the prior written consent of the TOWN.

#### **ARTICLE XII – OWNERSHIP OF MATERIALS**

All rights, title and ownership in and to all material prepared under the provisions of this AGREEMENT shall be in the TOWN, including the right of re-publication.

#### **ARTICLE XIII – SCHEDULE**

Where applicable, the CONSULTANT shall complete the work according to a schedule approved by the TOWN.

#### **ARTICLE XIV – RELATIONSHIP**

The CONSULTANT is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the TOWN for any purpose, and the employees of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the TOWN.

#### **ARTICLE XV – INSURANCE**

The CONSULTANT agrees to procure and maintain without additional expense to the TOWN, the following insurance:

(a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim (\$8 million aggregate).

The CONSULTANT shall furnish to the TOWN, a certificate or certificates, showing that the requirements of this Article have been complied with, which certificate or certificates shall provide that the policy shall not be changed or canceled unless thirty (30) days prior written notice has been given to the TOWN.



#### **ARTICLE XVI - THIRD PARTY BENEFICIARY**

The services to be performed by CONSULTANT are intended solely for the benefit of TOWN and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this AGREEMENT. No such person or entity shall be entitled to rely on CONSULTANT'S performance of its services hereunder. No right to assert a claim against CONSULTANT, its officers, employees, agents or consultants shall accrue to any third party as a result of this AGREEMENT or the performance or non-performance of CONSULTANT'S services hereunder.

#### **ARTICLE XVII – ELECTRONIC MEDIA**

Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. TOWN agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

#### **ARTICLE XVIII – EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided, the following equal opportunity clause contained in Section 202 of Executive Order 11246 shall be included in each government contract.

During the performance of this contract, the CONSULTANT agrees as follows:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting office setting forth the provisions of this non-discrimination clause.
2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The CONSULTANT will send each labor union or representation of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or worker's representative of the CONSULTANT'S commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



5. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this AGREEMENT or with any such rules, regulations, or orders, this AGREEMENT may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
7. The CONSULTANT will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and date first written above.

**TOWN OF THOMPSON, NY**

By:

\_\_\_\_\_  
**HONORABLE WILLIAM J. RIEBER, JR.**  
Supervisor

**CHA**

*Joseph F. Cimino*

By:

\_\_\_\_\_  
**JOSEPH F. CIMINO, P.E.**  
Associate Vice President

**marilee (clerk-town of thompson)**

---

**From:** Beth Ferguson <bferguson@capmark.org>  
**Sent:** Tuesday, December 26, 2017 2:54 PM  
**To:** Gary Lasher; marilee@townofthompson.com; supervisor@townofthompson.com  
**Subject:** FW: Town of Thompson CMA contract for financial advisory services  
**Attachments:** Town of Thompson - CMA Contract 2018-19.pdf

Attached is Capital Markets Advisors contract for financial advisory services to the Town for 2018 and 2019 for inclusion at the Town's reorg meeting in January.

Please forward an executed copy when available and feel free to give me a call if you have any questions.

CMA appreciates the opportunity to be of service to the Town.

Have a Happy New Year!

Best Regards  
Beth

Beth A. Ferguson  
**Capital Markets Advisors, LLC**  
1075 Route 82, Suite 4  
Hopewell Junction, NY 12533  
Phone: 845-227-8678  
Fax: 845-227-6154



1075 Route 82, Suite 4  
Hopewell Junction, NY 12533  
Phone: 845-227-8678  
bferguson@capmark.org

## FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into as by and between the Town of Thompson ("Client") and Capital Markets Advisors, LLC ("Advisor"), a limited liability company created under the laws of the State of New York and having its principal place of business at 1075 Route 82, Suite 4, Hopewell Junction, NY 12533.

### **Section 1 Financial Advisory Services**

Advisor will provide the following services in connection with new issue bonds, bond anticipation notes, revenue anticipation notes, tax anticipation notes, deficit notes and budget notes (the "Issue"), undertaken by Client during the term of this Agreement.

- 1.01 Discuss plan of financing to include structure for debt issuance, taking into consideration such factors as local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at Client's request.
- 1.03 Prepare or assist in the preparation of financing documents, as required by Client, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.
- 1.05 Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct presentation preparation as necessary.
- 1.06 Upon the request of Client, Advisor will assist Client in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by Client to efficiently manage each Issue in order to meet Client's objectives.
- 1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.

- 1.10 Prepare and file required continuing disclosure and material event notices as required by SEC Rule 15c2-12.

## **Section 2 Compensation**

- 2.01 For Advisor's performance of services on behalf of Client as described in Section 1 hereof, Advisor's fee will be as follows:

For a competitively-sold bond issue: a base fee of \$10,250 for issues up to \$5 million, plus \$.50 per \$1,000 of bonds issued over \$5 million

For note issues: a base fee of \$5,250, for issues up to \$5 million, plus \$.50 per \$1,000 of notes issued over \$5 million

For Term Sheet note issues (No OS): \$3,250

For Term Sheet bond issues (No OS): \$9,900

For capital lease issues: a base fee of \$6,500 plus \$.50 per \$1,000 of lease issued

For LIMITEDI continuing disclosure: \$750 annually, inclusive of any required Material Event Notices

For services unrelated to a bond issuance an hourly fee of \$175 per hour.

- 2.02 For refunding bond issues, the fee will be negotiated with Client and is dependent on par amount, number of series of bonds being refunded and number of series of refunding bonds to be issued.
- 2.03 Client will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.
- 2.04 Payment of Advisor's compensation is due within 30 days of receipt of Advisor's invoice following the closing of the financing.

## **Section 3 Term of Agreement**

The term of this Agreement shall be through December 31, 2018, with the option to renew for one additional year for the 2019 fiscal year.

## **Section 4 Disclosure**

Advisor does not assume the responsibilities of Client, nor the responsibilities of the other professionals and vendors representing Client, in the provision of services and the preparation of financing documents for financings under this agreement. Advisor accepts the relationship of trust and confidence established between it and the Client. Advisor agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Client. Information obtained by the Advisor, either through its own efforts or provided by the Client, included in the financing documents, or otherwise provided to the Client, is by reason of experience and professional judgment,

believed to be accurate; however, such information is not guaranteed by the Advisor. However, nothing in this paragraph shall relieve Advisor from liability due to negligence or want of due diligence in the performance of its services.

**Section 5 Binding Effect**

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

**Section 6 Modification and Termination**

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the Client or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth below.

CAPITAL MARKETS ADVISORS, LLC

*Beth A. Ferguson*

Beth A. Ferguson  
Senior Vice President

Date: December 26, 2017

TOWN OF THOMPSON, NY

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

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

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

**Town of Thompson**

Assessor's Office

4052 State Route 42

Monticello, NY 12701

845-794-2500, ext 324

[www.townofthompson.com/assessor](http://www.townofthompson.com/assessor)

December 27, 2017

Belmont Management Co., Inc  
Att: David Lawson  
215 Broadway  
Buffalo, NY 14204-1438

Re: Monticello Area Limited Partnership  
TH 116.-2-10.9, Richardson Ave

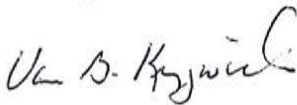
Dear Mr. Lawson:

I am forwarding your letter requesting that the town consider a PILOT for the above-referenced property along with a copy of this response to Town of Thompson Supervisor William J. Rieber, Jr.

As you know, the original PILOT was executed in 2002 and expires in June, 2018. Please note that the original PILOT specified payment was to be made to the village and then distributed to each taxing jurisdiction in the same proportion as otherwise taxed. For the record, I am not sure that the town has received any payment for many years.

Please feel free to follow up directly with Mr. Rieber's office at 845-794-2500 ext 306.

Sincerely,



Van B. Krzywicki  
Sole Appointed Assessor



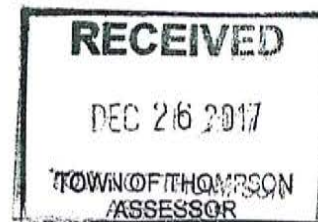
## Belmont Management Co., Inc.

215 Broadway  
Buffalo, New York 14204-1438

Phone (716) 854-1251  
Fax (716) 854-2981  
TDD Relay 711  
www.belmontmgmt.com

December 22, 2017

Van B. Krzywicki, IAO Assessor  
Thompson Town Hall  
4052 Route 42  
Monticello, NY 12701



Dear Assessor Krzywicki,

Previously, on March 2, 2017 and on June 22, 2017, I wrote to Mayor Doug Solomon with a proposal for a new PILOT for the Monticello Area Limited Partnership, as the existing PILOT is approaching its conclusion. To date, I have had no response from Mayor Solomon or anyone on the Village Board concerning this proposal. Today, I am reaching out to you to see if we can negotiate a new PILOT for the Monticello Area Limited Partnership.

The Monticello Area Limited Partnership is a low-income housing project for elderly residents. As our existing Redevelopment Company Contract is approaching its expiration, we, as the management company, would like to request a new PILOT, so as to maintain a fair and reliable amount of yearly Property Taxes. Because this is not a Market Rate community, a PILOT agreement helps us budget our yearly obligation, while controlling unforeseen expenses. As you know, State Law requires that an agreement be in place with the local municipality for properties such as this, with the goal of keeping rents affordable for the low-income seniors who reside there.

As per the original Redevelopment Company Contract, signed in June of 2002, the Partnership was to pay the sum of Four Hundred Fifty Dollars (\$450) per unit (32 units) for a total amount of Fourteen Thousand Four Hundred Dollars (\$14,400) per annum for a period of Five (5) years to the Village, beginning 12 months after the Certificate of Occupancy was issued. Commencing with the sixth year of the agreement, the annual payment increased to Five Hundred Dollars (\$500) per unit, for a total of Sixteen Thousand Dollars (\$16,000) per annum through the tenth year of the agreement. Beginning with the eleventh year of the agreement,



EQUAL HOUSING OPPORTUNITY

the annual payment increased to Five Hundred Fifty (\$550) per unit, equaling an annual amount of Seventeen Thousand Six Hundred Dollars (\$17,600) per annum, to be paid until the termination of the agreement in 2018.

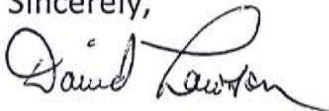
Since the original Redevelopment Company Contract expires during 2018, as the managing agent, Belmont Management Co., Inc. would like to propose a new agreement to cover the next fifteen (15) years. Our proposal is as follows:

Years	Amount Per Unit	Units	Total PILOT Payment/Yr.
2019-2023	\$600	32	\$19,200
2024-2028	\$650	32	\$20,800
2029-2033	\$700	32	\$22,400

For this new agreement, all other sections of the original Redevelopment Company Contract would remain in effect, as they were originally written.

Would you please let me know your thoughts on this matter, Assessor Krzywicki. We are eager to get this agreement done.

Sincerely,



David Lawson

Belmont Management Co., Inc.  
215 Broadway, Buffalo, NY 14204  
Phone: 716-854-1251  
Fax: 716-854-2981  
Web: [www.belmontmgmt.com](http://www.belmontmgmt.com)

## REDEVELOPMENT COMPANY CONTRACT

Agreement, entered into as of the June 18, 2002, by and between the VILLAGE OF MONTICELLO, a municipal corporation of the State of New York (hereinafter referred to as the "Village") whose address is 2 Pleasant Street, Monticello, NY 12701, the TOWN OF THOMPSON, a municipal corporation of the State of New York (hereinafter referred to as the "Town") whose address is 4052 Route 42, Monticello, NY 12701, and MONTICELLO AREA LIMITED PARTNERSHIP, a New York limited partnership (hereinafter referred to as the "Partnership").

WHEREAS, the Partnership has acquired 3.1 acres of certain real property located in the Village of Monticello, State of New York, a description of which is annexed hereto as Exhibit A (hereinafter referred to as the "Real Property"); and

WHEREAS, the Partnership intends to construct thirty-two (32) housing units on the Real Property (hereinafter referred to as the "Project"); and

WHEREAS, the Partnership has received commitments from the New York State Division of Housing and Community Renewal (hereinafter referred to as "DHCR") and from the U.S.D.A., Rural Development (hereinafter referred to as "RD") for mortgage assistance as well as Rural Rental Assistance; and

WHEREAS, the Village has determined that there is a need in the Village of Monticello for low-income housing for the elderly; and

WHEREAS, DHCR and RD have requested that the Partnership make arrangements for a Payment in Lieu of Tax Agreement; and

WHEREAS, it is in the best interest of the Village and Town to exempt the Real Property from local and municipal taxes, provided the Village and Town receive payments in lieu of taxes with respect to the Real Property; and

WHEREAS, the Treasurer of the Village (hereinafter referred to as "Supervising Agency"), and the applicable planning commission have duly approved the Project; and

WHEREAS, the Supervising Agency and the applicable planning commission have issued a certificate of approval for the Project; and

WHEREAS, the plans of the Project, a proposed form of this contract and the certificate of approval have been submitted by the Partnership to the Village for its approval, and such approval has been duly granted; and

WHEREAS, the Partnership is willing to provide low-income housing for the elderly and to enter into this Redevelopment Company Contract with the Village and Town provided the Partnership does not lose its ability to sell the Project in accordance with applicable RD and DHCR regulations and/or dissolve the Partnership pursuant to New York Partnership law without providing that the remaining surplus be paid into the general funds of the Village and Town; and

WHEREAS, the Partnership has formed a Redevelopment Company organized and existing under and pursuant to Article V of the New York State Private Housing Finance Law (hereinafter referred to as "Article V"); and

WHEREAS, the parties desire to enter into a contract as contemplated by Article V respecting the operation and supervision of the Project.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties hereto, hereby agree as follows:

Article 1. Exemption from Local and Municipal Taxes.

Pursuant to Section 125 of Article V, the Village, Town and the Partnership hereby agree that the Real Property shall be exempt from local and municipal taxes. For purposes of this contract, "local and municipal taxes" shall include taxes levied by the Town, County, Village, school district, and special districts, but shall not include assessments for local improvements.

Article 2. Payments in Lieu of Taxes

The Village, Town and the Partnership hereby agree that the Partnership shall pay to the Village in lieu of real property taxes as follows:

The annual amount of Fourteen Thousand Four Hundred Dollars (\$14,400) per annum for a period of five years beginning with the first payment due under this agreement.

Commencing with the sixth year of this agreement, an annual amount of Sixteen Thousand Dollars (\$16,000) per annum through the tenth year.

Commencing with the eleventh year of this agreement, an annual amount of Seventeen Thousand Six Hundred Dollars (\$17,600) per annum paid until the termination of this agreement

All payments made under this agreement are in lieu of any real property taxes which may become due with respect to the Real Property for a period of fifteen (15) years. Such payments shall commence twelve (12) months after the Certificate of Occupancy is issued by the Village of Monticello and shall continue to be due on the anniversary date of the issuance of said Certificate of Occupancy for a period of fifteen (15) years. The last payment under this agreement will be applied to all real property taxes due within twelve (12) months of the payment. Upon receipt of the payment in lieu of taxes, the Village will distribute the funds among the Town, County, Village, School, and special districts in such proportionate shares as their tax rates are proportional to each other. If such payments are not received by the Village by the aforementioned due date, the Partnership shall owe late charges and accrued interest at the rate of one percent (1%) per month, until such payments are paid in full.

Article 3. Exclusions

The Village, the Town, and the Partnership agree that water and sewer usage charges, and refuse removal are not included as part of this PILOT.

*H.O.O.  
Fire  
Highway  
All Spec. Dist.*

Article 4: Project Organized For a Public Purpose.

The Village, Town and the Partnership hereby agree that, for purposes of Article V, the providing of low rental housing units for the elderly constitutes a public purpose. The Village,

Town and the Partnership hereby agree that, as long as such housing is so provided, the policies and purposes of Article V are hereby satisfied.

Article 5. Project Subject to the Rules and Regulations of DHCR and RD.

The Village, Town and the Partnership hereby agree that the Project shall be operated in accordance with the applicable rules and regulations previously promulgated or hereinafter promulgated by RD and DHCR. The Village, Town and the Partnership agree that the rental rates to be charged to tenants for units in the Project shall be in accordance with the applicable rules and regulations of RD and DHCR.

Article 6. Consistency with Article V.

The Village, Town and the Partnership agree that this Contract shall be subject to the provisions of Article V. The Village, Town and the Partnership agree that, without enumerating the applicable provisions of Article V, the Project shall be operated in accordance with the provisions of Article V.

Article 7. Powers of the Partnership.

Pursuant to Section 106 of Article V, the Partnership shall have and may exercise such of the powers conferred by law as shall be necessary in conducting the business of the Partnership.

Article 8. Duration of this Contract

This Redevelopment Company Contract shall terminate on a date fifteen (15) years after the date the Certificate of Occupancy is issued by the Village of Monticello. Any provisions of the Private Housing Finance Law that are intended to survive this termination shall so survive.

2002  
+ 15  
-----  
2017  
expired June

Article 9. Sale of the Project.

Pursuant to Section 122 of Article V, the Village and Town hereby consent to the sale of the Project by the Partnership, provided such sale is in accordance with applicable RD and DHCR regulations. Pursuant to Subdivision four of Section 123 of Article V, the Village and Town hereby consent to the voluntary dissolution or termination of the Partnership after such sale of the Project.

Article 10. Miscellaneous.

(a) Binding Effect. This Agreement states the entire understanding of the parties and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. Deviation from the terms of this Agreement shall be permitted only by mutual written consent of the parties.

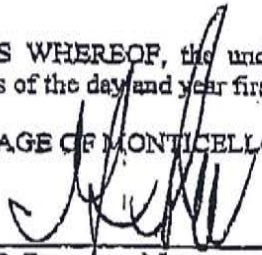
(b) Applicable Law. This Agreement shall be construed in accordance with the laws of the State of New York.

(c) Usage and Headings. The paragraph headings herein are for convenience only and shall not affect the construction hereof.

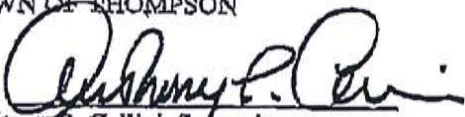
(d) *Venus*. Any litigation relating hereto shall take place in the State of New York, Supreme Court, County of Sullivan.

IN WITNESS WHEREOF, the undersigned have duly executed this Redevelopment Company Contract as of the day and year first above written.

VILLAGE OF MONTICELLO

By:   
Gary P. Summers, Mayor

TOWN OF THOMPSON

BY:   
Anthony F. Callini, Supervisor

MONTICELLO AREA LIMITED PARTNERSHIP

By:   
Bruce C. Baird, President  
BELMONT DEVELOPMENT CORP., GENERAL PARTNER

**Chicago Title Insurance Company****SCHEDULE A  
DESCRIPTION**

Title No. A31182

ALL that tract or parcel of land situate in the Village of Monticello, Town of Thompson, County of Sullivan and State of New York, being part of Lot No. 42 in Great Lot No. 13 of the Hardenburgh Patent and is more particularly bounded and described as follows:

BEGINNING at a set 5/8" iron rod with a plastic ID cap on the southeast bounds of Richardson Avenue (Deed Ref. Liber 709, P. 518), said point of beginning being S. 37° 39' 24" W. 375.71' from a found 5/8" iron rod with a plastic ID cap being a common corner between the lands of Kiamesha Plumbing, Inc. and the lands of Sandow (Deed Ref. Liber 1984, P. 279); thence from said place of beginning over and through the lands of Kiamesha Plumbing, Inc. S. 60° 02' 11" E. 453.26' to a set 5/8" iron rod with a plastic ID cap; thence S. 36° 50' 19" W. passing over a set 5/8" iron rod with a plastic ID cap at 225.00' along the way for a total distance of 300.00' to a point in the centerline of the Tannery Brook AKA Fairchild Brook; thence along the line reputedly of Stanley Rolnick (Deed Ref. Liber 2112, P. 40) being the existing centerline of the Tannery Brook the following courses and distances, namely: N. 49° 21' 12" W. 35.32'; N. 59° 17' 22" W. 76.09'; N. 62° 37' 33" W. 125.26'; N. 70° 54' 51" W. 36.21'; N. 58° 03' 51" W. 84.88'; N. 70° 47' 11" W. 27.95' and N. 54° 05' 07" W. 69.87' to a point on the southeast bounds of Richardson Ave.; thence along said southeast bounds N. 36° 50' 19" E. passing over a set 5/8" iron rod with a plastic ID cap at 30.00' along the way, for a total distance of 300.00' to the place of beginning.

**DESCRIPTION**

Revised 9/4/01



1.0  
370  
1.0  
19 over  
5.00  
1/2" by  
4.00  
1.00  
0  
7.5  
1.00

TO ENTER A RESISTE  
NOMINATED PROPERTY  
THREE 30" DIA  
PIPE  
THROUGH  
THE  
LAND

TO ENTER A RESISTE  
NOMINATED PROPERTY  
THREE 30" DIA  
PIPE  
THROUGH  
THE  
LAND

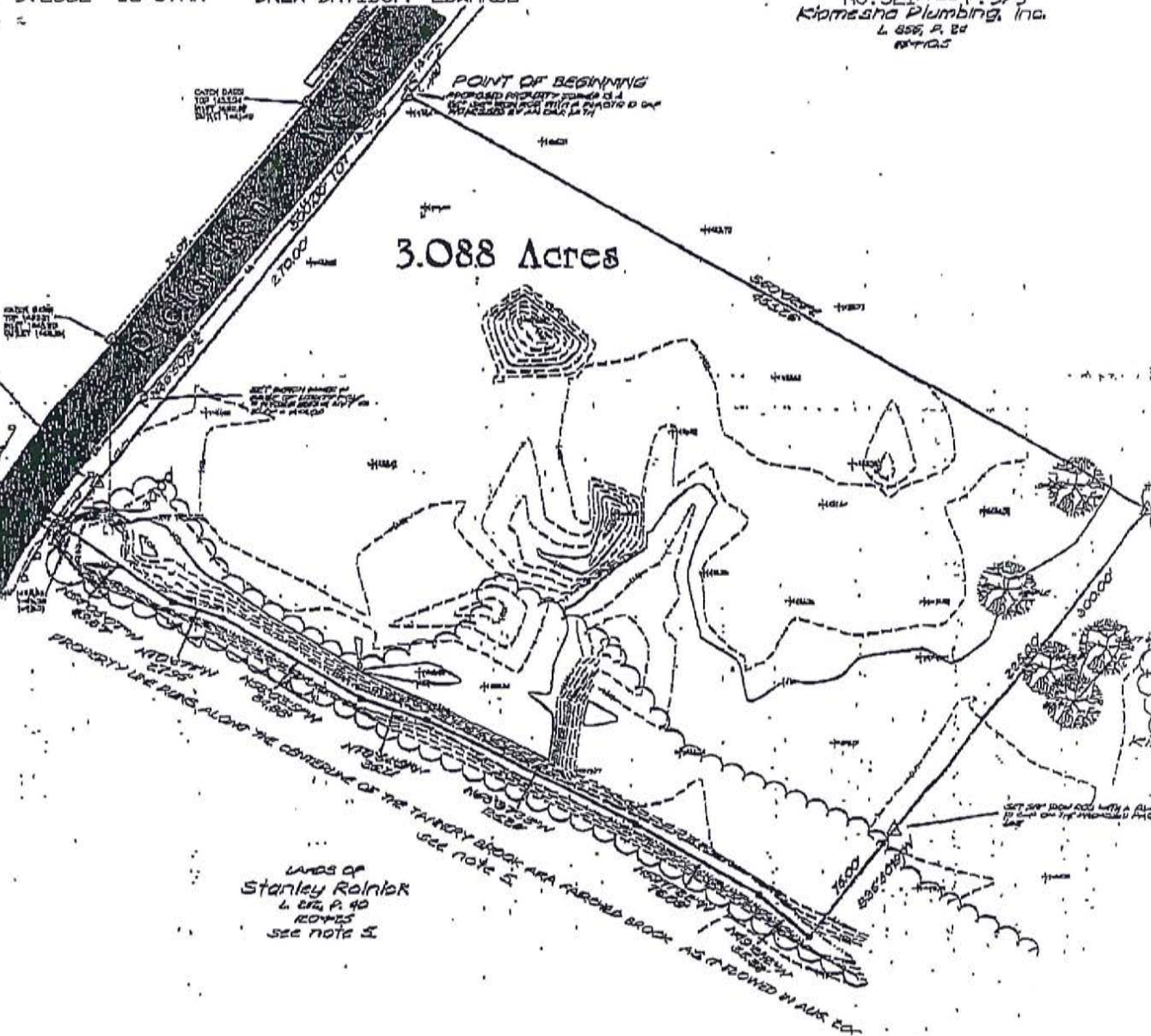
TO ENTER A RESISTE  
NOMINATED PROPERTY  
THREE 30" DIA  
PIPE  
THROUGH  
THE  
LAND

TO ENTER A RESISTE  
NOMINATED PROPERTY  
THREE 30" DIA  
PIPE  
THROUGH  
THE  
LAND

TO ENTER A RESISTE  
NOMINATED PROPERTY  
THREE 30" DIA  
PIPE  
THROUGH  
THE  
LAND

TO ENTER A RESISTE  
NOMINATED PROPERTY  
THREE 30" DIA  
PIPE  
THROUGH  
THE  
LAND

TO ENTER A RESISTE  
NOMINATED PROPERTY  
THREE 30" DIA  
PIPE  
THROUGH  
THE  
LAND



3.088 Acres

LANDS OF  
Stanley Reinick  
L. 874, P. 40  
10015  
SEE NOTE 5

SEE NOTE 5

SEE NOTE 5



# LETTER OF TRANSMITTAL

33 Airport Center Drive, Suite 202  
NEW WINDSOR, NY 12553  
**(845) 567-3100 FAX 567-3232**

111 Wheatfield Drive, Suite 1  
MILFORD, PA 18337  
**(570) 296-2765 FAX 296-2767**

**DATE:** 12/27/2017 **JOB No.:** 17-703.3 **RE:** Lucky Lake Water System Improvements  
**TO:** Town of Thompson **ATTN:** Bill Rieber, Supervisor  
4052 Rte. 42  
Monticello, NY 12701

**WE ARE SENDING YOU THE FOLLOWING VIA**

COPIES	DATES	NO.	DESCRIPTION
1			DOH Application for Lucky Lake Water System Improvements

**MESSAGE:** Please sign enclosed Application for Approval of Plans for Public Water Supply Improvement and return to our office. Thank you!

**COPY TO:** \_\_\_\_\_

**SIGNED:** Jim Mauer/LB

**NEW YORK STATE DEPARTMENT OF HEALTH**  
**Bureau of Water Supply Protection**

**Application of Approval of Plans for  
Public Water Supply Improvement**

<b>Applicant</b>	<b>Location of works (C,V,T)</b>	<b>County</b>	<b>Water District (specific area served)</b>
Town of Thompson 4052 Route 42 Monticello, NY 12701	Thompson (T)	Sullivan	Lucky Lake

<input checked="" type="checkbox"/> Municipal	<input type="checkbox"/> Commercial	<input type="checkbox"/> Private - Other	<input type="checkbox"/> Authority	<input type="checkbox"/> Interstate
<input type="checkbox"/> Industrial	<input type="checkbox"/> Water Works Corp.	<input type="checkbox"/> Private - Institutional	<input type="checkbox"/> Federal	<input type="checkbox"/> International
		<input type="checkbox"/> Board of Education	<input type="checkbox"/> State	<input type="checkbox"/> Native American Reservation

Modifications to existing system. If checked, provide PWS ID # NY **5203356**

New System. If checked, provide capacity development (viability) analysis\*

If this project involves a new system, new water district, or a district extension provide boundary description location details in digital format on CD or Floppy Disk. If digital boundary location details are not available provide a text description.

Digital GIS Data Provided     Digital CAD Data Provided     Other Digital Data Provided     Text Description Provided     N/A

**Funding Source**     Private     DWSRF\*\*     Federal     Other

If DWSRF is checked, please provide DWSRF #

**Estimated Project Cost \$**

<b>Source</b>	<b>Treatment</b>	<b>Storage</b>	<b>Distribution</b>
<b>Pumping</b>	<b>Engineering</b>	<b>Legal/Permitting</b>	<b>Total</b>
			\$25,000.00

**Type of Project**

<input checked="" type="checkbox"/> Corrosion Control	<input type="checkbox"/> U.V. Light Disinfection	<input type="checkbox"/> Distribution
<input type="checkbox"/> Source	<input type="checkbox"/> Pumping Unit	<input type="checkbox"/> Storage
<input type="checkbox"/> Transmission	<input checked="" type="checkbox"/> Chlorination	<input checked="" type="checkbox"/> Other
	<input type="checkbox"/> Other Treatment	

**Project Description**    Proposed construction of new water treatment facility and incorporation of chlorination and corrosion control treatment into existing water system.

Total Population of Service Area	75
% population actually served	100%
% population affected by project	100%

**Latest Total Consumption Data (in MGD)**

<b>Average Day</b>	<b>Year</b>
0.00578	2017
<b>Maximum Day</b>	<b>Year</b>
0.02310	2017
<b>Peak Hour</b>	<b>Year</b>
0.00108	2017

NYS Professional Licensed Engineer Stamp and Signature\*\*\*

Matthew J. Sickler, P.E.

Name and Address of Design Engineer    McGoey, Hauser & Edsall Consulting Engineers, D.P.C.

111 Wheatfield Drive, Suite 1, Milford, PA 18337

Signature of Applicant    *William J. Rieber Jr.*    Date

Signature of Applicant    *William J. Rieber Jr.*    Date

NOTE: All applications must be accompanied by 3 sets of plans, 3 sets of specifications and an engineer's report describing the project in detail. The project must first be discussed with the appropriate city, county, district or regional public health engineer. Signature by a designated representative *must* be accompanied by a letter of authorization.

\*Additional information regarding capacity development may be found at: <http://www.health.state.ny.us/nysdoh/water/main.htm>

\*\*Current DWSRF project listings may be found at: <http://www.health.state.ny.us/nysdoh/water/main.htm>

\*\*\*By affixing the stamp and signature the Design Engineer agrees that the plans and specifications have been prepared in accordance with the most recent version of the recommended standards for water works and in accordance with the NYS Sanitary Code.

Salt Shed - State and Municipal Facilities Grant Project ID # 9003 Resolution committing funds necessary to complete the project.

Resolved that the Town Board of the Town of Thompson hereby commits the balance of the project costs in excess of \$250,000 which is estimated to be \$40,000 based on the cost estimate provided to DASNY on 12/20/2017. The project cost is estimated to be \$290,000. The current Sources of funding are \$50,000 State and Municipal Facilities Grant and the \$200,000 allocated in the Town 2018 adopted budget.

The Town Further Resolves, that the Town Highway Department employees will perform the necessary site work and the electrical work will be performed by the Town Master Electrician.

# *Town of Thompson*

Town Hall  
4052 State Route 42  
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

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

Michael Messenger, Superintendent  
Keith Rieber, Assistant Superintendent

## **BILLS OVER \$1250.00**

We are requesting permission to pay the following invoice for Corrosion Products & Equipment the purchase of 2 Teledyne Isco Samplers for Kiamesha Wastewater Facility.

Town Board granted original approval for the purchase of these samplers on 11/8/17 – for the cost of \$14,325.00. We are requesting approval for an additional \$700.00 shipping charge on this invoice. Shipping charge was not included in original price quote.

**Corrosion Products & Equipment (CPE) - Invoice #104823 - \$15,025.00**

**Grand Total Due - \$15,025.00**

**Procurement – Sole Source. Standardization of existing equipment!**



SERVICE SYSTEMS SOLUTIONS

CORPORATE HEADQUARTERS

110 Elmgrove Park

Rochester, NY 14624

Phone: 585.247.3030 • Fax: 585.247.7268

www.corrosion-products.com

BILL TO:

Town of Thompson  
4052 State Route 42

Monticello, NY 12701  
US

Kla

PLEASE REMIT TO:

CPE

110 ELMGROVE PARK  
ROCHESTER, NEW YORK 14624

SHIP TO:

Town of Thompson  
128 Rockridge Road

Monticello, NY 12701  
US

INVOICE NO. | PAGE

104823 | 1

INVOICE DATE

11/29/17

PAYMENT TERMS

NET 30 DAYS

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC	SALES REP		
75567	11/16/17	TOWN OF THOM	31	629	BP	
CUSTOMER P.O. NUMBER		JOB NUMBER		SHIP VIA	METHOD	SHIP DATE
91968		BS17-6029		BEST WAY	PPD&ADD	00/00/00
ITEM NUMBER	DESCRIPTION	QTY. ORDERED	QTY. SHIPPED / RETURNED	UNIT PRICE	UOM	EXTENDED PRICE
			QTY. BACKORDERED		DISC%	
BS17-6029	Town of Thompson	1.00	1.00	14,325.00		14,325.00
	which includes:					
685800102	TELEDYNE ISCO	2.00	2.00	.00	EA	.00
	5800 SAMPLER WITH PUMP HTR					
685800009	TELEDYNE ISCO	2.00	2.00	.00	EA	.00
	2.5 GALLON POLY BOTTLE					
609004378	TELEDYNE ISCO	2.00	2.00	.00	EA	.00
	3/8" 10FT VINYL SUCT. LINE KIT					

COMMENTS:

\* \* SEASON GREETINGS \* \*

SALE AMOUNT	14,325.00
MISC./HANDLING	.00
SHIPPING/FREIGHT	700.00
SALES TAX	.00
TOTAL	15,025.00
AMOUNT RECEIVED	.00
<b>BALANCE DUE</b>	<b>15,025.00</b>



*VanInwegen & Kenny, Inc.*

FUNERAL HOME

401 Broadway  
Monticello, New York 12701  
Phone: (845) 794-4141



Vital ICE The Custom Branded In Case of Emergency App



VanInwegen-Kenny Funeral Home

is Presenting a Life Saving Initiative to the Area.

Vital ICE provides a platform on which to list your (and your dependents, if applicable) vital medicinal information, such as blood type, allergies, medications, medical history, ICE contacts, and much more.

This information will then be readily available to EMS and other First Responders when they need it most.

Please Download the App and Enter the Code **2731** to Start Using Today.



Vital ICE



Get your FREE in case of emergency app that can help save your life.



enter key code  
**2731**

