

# TOWN OF THOMPSON

## -Meeting Agenda-

Tuesday, June 20, 2017

7:30 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: June 06, 2017 Regular Town Board Meeting

PUBLIC COMMENT:

CORRESPONDENCE:

- June Romer – Thank You Letter to Ms. Kelly Murran for all her Work and Assistance with a Record Request
- NYS DEC – Notice of Complete Application for EPT Concord Resort (Waterpark & Resort Hotel at Adelaar Project)

AGENDA ITEMS:

- 1) **EPR Properties-Waterpark project:** Authorize Supervisor to execute agreement with EPR Properties with regard to permit and inspection fees and concurrent agreement with Town Engineer MH&E to provide said services.
- 2) **EPR Properties-Chalet Road project:** Authorize Supervisor to execute agreement with EPR Properties with regard to permit and inspection fees and concurrent agreement with Town Engineer MH&E to provide said services.
- 3) **Sleepy Hollow Development** – Discuss formal PILOT request and termination of old PILOT.
- 4) **NYS Family Paid Leave** – Determine whether to Opt into the Program for Coverage.
- 5) **Emerald Corporate Park Water District** – General Discussion.
- 6) **Monticello Resorts/Kaufman's Bungalows:** Continued Discussion regarding status of request for correction of sewer bills and refund.
- 7) **Delaware River Solar:** Continued Discussion regarding status of Notice of Interconnection Agreement for Sackett Lake #1 Project.
- 8) **Influent Manhole Replacement & Tank Repair Project Bids** – Status Report to Accept or Reject.
- 9) **Bills Over \$1,250.00**
- 10) **Order Bills Paid**

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT:

ADJOURN

REMINDERS: Next Town Board Meeting Date/Time Change – Monday, July 3<sup>rd</sup>, 2017 @ 4PM

C

THANK YOU

Dear Ms Murren,

Thank you for all the work you did for me. I had no idea of how to go about all this and was quite anxious about it. Your careful and thorough attention has helped me so much.

I appreciate all you did. Bless you.

Sincerely yours,

Jane Roman

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Division of Environmental Permits, Region 3  
21 South Putt Corners Road, New Paltz, NY 12561-1620  
P: (845) 256-3054 | F: (845) 255-4659  
www.dec.ny.gov



June 8, 2017

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

Dear Supervisor:

The enclosed copy of a Notice of Complete Application is being provided to inform the public officials of your community of the submission of an application for Departmental permit.

It would be most appreciated if a copy could also be posted in a public building where other interested persons in your community might also see it and have an opportunity to provide us with their comments.

Further information can be obtained from the Department representative named below.

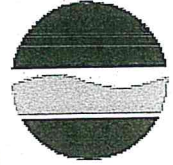
A handwritten signature in black ink, appearing to read "Joseph R. Murray", written over a horizontal line.

Joseph R. Murray  
Division of Environmental Permits  
Region 3  
845-256-3040

enc.

THIS IS NOT A PERMIT

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**New York State Department of Environmental Conservation  
Notice of Complete Application**

*Date:* 06/08/2017

*Applicant:* EPR CONCORD II LP  
909 WALNUT ST STE 200  
KANSAS CITY, MO 64106

*Facility:* EPT CONCORD RESORT  
N OF RTE 17, E OF JOYLAND RD, S OF THOMPSONVILLE RD  
KIAMESHA LAKE, NY

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*Application ID:* 3-4846-00429/00007

*Permits(s) Applied for:* 1 - Article 24 Freshwater Wetlands  
1 - Section 401 - Clean Water Act Water Quality Certification

*Project is located:* in THOMPSON in SULLIVAN COUNTY

*Project Description:*

The project sponsor proposes the realignment and improvements to Chalet Road (the "Chalet Road Improvements") to allow for the increase in traffic expected upon the completion of the Town-approved *Waterpark and Resort Hotel at Adelaar* (the "Waterpark").

Approximately 7,000 linear feet of Chalet Road will be reconstructed and widened from 15 or 18 feet to a uniform 22 feet. The Chalet Road bridge and a golf cart bridge crossing Kiamesha Creek will also be replaced. The "Chalet Road Improvements" activities will disturb approximately 32,800 square feet the NYS DEC regulated 100 foot adjacent area of Freshwater Wetland MO-56 (Class II) for the purpose of removing and replacing existing pavement and associated grading along the roadside. In addition, "Chalet Road Improvements" will permanently disturb 220 square feet of federally regulated wetlands requiring the NYS DEC to issue Section 401 Water Quality Certification.

Disturbance to the regulated wetlands have been minimized by incorporating headwalls to reduce the amount of grading necessary along the roadside. No impacts to any State-regulated wetlands or watercourses are currently proposed for the construction of the "Waterpark" and its associated infrastructure (i.e. parking areas, stormwater structures, etc.).

The "Chalet Road Improvements" are associated with the overall comprehensive development plan for the site,

formerly known as EPT Concord Resort, that was originally supported by an Environmental Impact Statement that was accepted as final on January 2, 2013, by the Town of Thompson Town Board, serving as SEQR Lead Agency.

*Availability of Application Documents:*

Filed application documents, and Department draft permits where applicable, are available for inspection during normal business hours at the address of the contact person. To ensure timely service at the time of inspection, it is recommended that an appointment be made with the contact person.

*State Environmental Quality Review (SEQR) Determination*

Project is a Type I action and will not have a significant effect on the environment. A coordinated review with other involved agencies was performed and a Negative Declaration is on file.

*SEQR Lead Agency* Thompson Town Planning Board

*State Historic Preservation Act (SHPA) Determination*

Based on the information provided in cultural resources survey reports for this project, the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) has determined that the proposed activity will have an impact on registered or eligible archaeological sites or historic structures. Measures have been undertaken in consultation with OPRHP to avoid or mitigate impacts to registered or eligible resources. These agreed upon measures conclude the SHPA review.

*DEC Commissioner Policy 29, Environmental Justice and Permitting (CP-29)*

It has been determined that the proposed action is not subject to CP-29.

*Availability For Public Comment*

Comments on this project must be submitted in writing to the Contact Person no later than 06/29/2017 or 15 days after the publication date of this notice, whichever is later.

*Contact Person*

JOSEPH R MURRAY  
NYSDEC  
21 S Putt Corners Rd  
New Paltz, NY 12561  
(845) 256-3040

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**CC List for Complete Notice**

US DEPARTMENT OF ARMY CORP OF ENGINEERS  
TOWN OF THOMPSON  
AKRF INC.  
ENB

AI

## TAX ABATEMENT AGREEMENT

**THIS AGREEMENT** is dated as of \_\_\_\_\_, 2017 by and among the Town of Thompson, a municipal corporation existing and organized under the laws of the State of New York, having an office at 4052 Route 42 North, Monticello, New York (the "**Town**"), and Steele Sleepy Hollow Housing Development Fund Company, Inc. (the "**HDFC**"), a housing development fund company formed pursuant to Article XI of the Private Housing Finance Law of the State of New York (the "**PHFL**"), which HDFC will hold title to the Project (as hereinafter defined) for the benefit of Steele Sleepy Hollow LLC, a New York limited liability company (the "**Partnership**"), having an office at 6875 E. Evans Avenue, Denver, CO 80224.

**WHEREAS**, Edgewater Housing Development Fund Company (the "**Former Owner**"), a New York not-for-profit corporation organized and existing under and by virtue of Article XI of the PHFL is the owner of that certain 229-unit affordable housing project located at 39 Terry Lane in the Village of Monticello, County of Sullivan, State of New York (the "**Project**"); and

**WHEREAS**, the Town has determined that the rehabilitation of the Project and its preservation as affordable housing is beneficial to and in the best interests of the public; and

**WHEREAS**, the Village of Monticello (the "**Village**"), a municipal corporation existing and organized under the laws of the State of New York, having an office at 2 Pleasant Street., Monticello, New York (the "**Village**") has passed a resolution dated [insert date], attached hereto as Exhibit A, expressing its support for this Agreement; and

**WHEREAS**, pursuant to that certain Purchase and Sale Agreement by and between the Former Owner, as seller, and Partnership, as purchaser, the Former Owner agreed to sell the Property to the Partnership (the "**Sale**"); and

**WHEREAS**, the Partnership intends to acquire and modernize the Project and preserve it as affordable housing in connection with a four percent (4%) Low Income Housing Tax Credit transaction; and

**WHEREAS**, pursuant to the provisions of that certain Tax Abatement Agreement dated June \_\_, 2009 (the "**Old PILOT**") by and between the Town and Former Owner, the Town issued a tax exemption to Former Owner;

**WHEREAS**, the Town wishes to terminate the Old PILOT in a manner which will facilitate the rehabilitation of the Project and its preservation as affordable housing; and

**WHEREAS**, the HDFC shall hold legal title to the Project for the benefit of the Partnership pursuant to a certain nominee agreement (the "**Nominee Agreement**") between the HDFC and the Partnership; and

**WHEREAS**, as a means of assisting the modernization of the Project and its preservation as affordable housing, the HDFC has requested from the Town and the Town desires to grant certain tax abatements; and

**WHEREAS**, the HDFC is a corporation established pursuant to Section 402 of the Not- For-Profit Corporation Law and Article XI of the PHFL; and

**WHEREAS**, the HDFC and the Partnership have each been formed for the purpose of providing residential rental accommodations for persons and families of low-income; and

**WHEREAS**, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

**WHEREAS**, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

**WHEREA**, the HDFC has represented to the Town that there are two regular audits of the Project, known as the "REAC" and "MRD" audits, respectively, and each of the Town, Village and Central School District shall be permitted to review those audits upon reasonable notice to HDFC and Partnership; and

**WHEREAS**, the Town Board of the Town of Thompson, by resolution adopted [•], approved and authorized the execution of this Agreement.

**NOW THEREFORE**, it is hereby agreed by the parties as follows:

1. Old PILOT Terminated. Pursuant to the provisions of PHFL Article XI, the Town approves the conveyance of the Project. and Property from .the Former Owner to the Partnership and the termination of the Old PILOT without recourse to either party effective upon conveyance of this Project from the Former Owner to the HDFC and Partnership.

2. Definitions. As used this Agreement, the words or phrases listed below shall have the meanings indicated:

- (a) **"Completion Date"** shall mean the earlier of (i) the second anniversary of the Effective Date and (ii) the date of completion of the rehabilitation of the Project as evidenced by a reissued certificate of occupancy by the Town or Village for the Project.
- (b) **"Effective Date"** shall mean the date the HDFC acquired legal title to the Project for the benefit of the Partnership pursuant to the Nominee Agreement.
- (c) **"Expiration Date"** shall mean the date which is thirty (30) years from the Effective Date or such earlier date in accord with paragraph 3 hereof.
- (d) **"Shelter Rent"** shall mean the aggregate annual rental income of the Project, including any governmental rental assistance subsidies less all operating expenses of the Project excluding (i) management fees paid to the property manager or owner, and (ii) salary or wages paid to the principal onsite property manager.
- (e) **"Local and Municipal Taxes"** shall mean any and all real estate taxes levied by Sullivan County (the "**County**"), the Town of Thompson, Village of Monticello, the Central School District or any other special district including Ambulance, Fire, Sewer., refuse removal, Sullivan County Solid Waste and Library.

(f) "RPTL" shall mean the New York State Real Property Tax Law.

3. Payments in Lieu of Taxes.

- (a) Except as otherwise set forth herein, the Town hereby exempts from all Local and Municipal Taxes of one hundred percent (100%) of the value of the Property and the Project, including both land and improvements. During the period commencing upon the Effective Date and terminating on the Expiration Date, the Partnership shall make annual payments (the "**Payment**") in lieu of taxes in an amount equal to ~~twelve~~ ~~ten~~ and ~~6824/100~~ percent (~~10.2412.68~~%) of the Shelter Rent which payment shall cover all Local and Municipal Taxes owed in connection with the Property and the Project. On the 30th day of September of each year, said Payment shall be apportioned amongst the Village of Monticello in lieu of Village real estate taxes, the Town of Thompson in lieu of State, County and Town real estate taxes, and the Central School District in which such Project is located in lieu of School District real estate taxes. The apportionment shall be based on the ratio of each of the most recent tax rates per \$1,000.00 used by each these taxing entities to the total of the most recent tax rates per \$1,000.00 used by all three of these taxing entities. The so apportioned Payment amount shall be the payment due to the Town on the following January 1, the Village on the following August 1 and the Central School District in which the Project is located on the following September 1, each such date being a "**Payment Date**." During the period commencing upon the Completion Date and terminating on the Expiration Date, (the "**Permanent Payment Period**") the amount payable to the Village of Monticello shall be no less than \$56,000 per year, the amount payable to the Town of Thompson shall be no less than \$231000 per year, and the amount payable to the Central School District in which such Project is located shall be no less than \$38,000 per year. To the extent that the apportioned amount of the Payment payable to any of the entities set forth herein is calculated to be less than the aforesaid minimum amounts, the total apportioned Payment payable to said entity shall be decreased to the aforesaid minimum amounts.
- (b) The Partnership shall make the required apportioned Payment to the Town, the Village, and the Central School District in which such Project is located on the appropriate Payment Date in an amount calculated pursuant to subparagraph (a) above for the prior tax year commencing with payments due in the calendar year [2017].
- (c) The Partnership shall provide to the Town, along with each apportioned Payment to the Town an annual statement of income and expenses verified by an officer of the general partner of the Partnership, or such other person as may be authorized by the HDFC or Partnership to verify said statement.
- (d) Notwithstanding the above, and in addition to the Payment, the Partnership will separately pay fifty percent (50%) of special district taxes special benefit assessments as defined by the RPTL including, without limitation, the library and fire district assessments and other assessments levied by the Town of Thompson for local improvements, such as water, sewer, and garbage rents (each an "**Assessment**"). These Assessments shall be paid to the authority levying said Assessment.



4. Termination. Except as otherwise specifically set forth herein, the tax exemption. Provided by this Agreement will continue for the term described above provided that (a) the Property continues to be used as housing facilities for persons and households of low income, and (b) either (i) the HDFC and the Partnership operate the Property in conformance with Article XI of the PHFL; or (ii) the HDFC retains sole legal (leasehold or fee) ownership of the Property for the benefit of another entity and they operate the Property in conformance with Article XI of the PHFL.

5. Default. Unpaid Payments and/or Assessments payable pursuant to this Agreement, will be enforced as if they were unpaid, delinquent taxes pursuant to Article Eleven of the RPTL and shall have the same priority over all other taxes, liens and other interests in the premises as real property tax liens have, including governmental tax liens in a bankruptcy proceeding, however, upon default in payment and failure to cure upon thirty days' notice, the Treasurer of the County may commence a foreclosure proceeding by service of an in rem proceeding pursuant to §1125 of the RPTL. Filing of a list of delinquent taxes pursuant to §1125 of the RPTL is hereby waived, and publication and posting pursuant to §1124 of the RPTL is also waived. The HDFC herein represents that HDFC and Partnership are the only parties that the County needs serve in compliance of §1125 of the RPTL and makes this representation knowing that the tax districts are relying upon it. Modifications to this list can be made only prior to a default and only in writing. A foreclosure pursuant to the RPTL will automatically terminate this Agreement. Notwithstanding the foregoing provisions contained in this paragraph, HDFC and Partnership shall have the right to appear in any action brought against it by the County or Town seeking payment as aforesaid, to the extent that HDFC and Partnership shall always have the right to raise as a defense any or all of the following defenses the illegality of the tax or taxes imposed.

6. Notices. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery.

7. Binding on Successors. This Agreement shall inure to the benefit of and shall be binding upon the Town, the Partnership and the HDFC and their respective successors and assigns, including the successors in interest of the Partnership and the HDFC.

8. Severability. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. Representations and Warranties. Each of the parties hereto individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, bylaw or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. The Town represents that its execution of this Agreement shall constitute the legal, valid and binding agreement of Town.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties relating

to payments in lieu of taxes with respect to the above described Property and supercedes all prior contracts, or agreements, whether oral or written, with respect thereto.

[remainder of page intentionally left blank – signature page follows]

**IN WITNESS WHEREOF**, the Town has caused this Agreement to be duly executed in its name and behalf by its Supervisor and its seal is to be hereunto duly affixed and attested; the HDFC has caused this Agreement to be duly executed in its name by its President on the Effective Date; and the Partnership has caused this Agreement to be duly executed in its name and behalf by the [President] of its General Partner on the Effective Date.

Attest: \_\_\_\_\_

**TOWN OF THOMPSON**

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

Name:

Title:

Attest: \_\_\_\_\_

**STEELE SLEEPY HOLLOW HOUSING  
DEVELOPMENT FUND COMPANY, INC.**

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

Name:

Title:

Attest: \_\_\_\_\_

[TBD]

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

Name:

Title:

STATEOF NEW YORK )  
 ) ss:  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me the undersigned, a Notary Public in and for the State of New York, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATEOF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATEOF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## New York State Family Paid Leave

### Timeline

Paid Family Leave is designed to phase in over four years, starting January 1, 2018. Schedule:

Year	Weeks Available	Max % of Employee Average Weekly Wage	Cap % of State Average Weekly Wage
1/1/2018	8	50%	50%
1/1/2019	10	55%	55%
1/1/2020	10	60%	60%
1/1/2021	12	67%	67%

Employees may take the maximum benefit length in any given 52-week period. The maximum benefit is eight weeks during the first year, 10 weeks during the second and third years, and 12 weeks the fourth and subsequent years. The 52-week clock starts on the first day the employee takes Paid Family Leave.

Paid Family Leave coverage will be included under the disability policy all employers must carry. The premium will be fully funded by employees through payroll deductions, expected to begin approximately July 1, 2017. A maximum rate of employees' contribution will be established each year.

### Eligibility

Virtually every full-time or part-time private employee in New York State will be eligible for Paid Family Leave. Participation in the program is not optional for employees. **If you are a public employee, your employer may opt into the program. Public employees who are represented by a union may be covered if Paid Family Leave is collectively bargained.**

An employee must be employed full-time for 26 weeks or part time for 175 days to be eligible for a Paid Family Leave Benefit.

Employees do not have to take all of their sick leave and/or vacation before using paid family leave. An employer may permit you to use sick or vacation leave for full pay, but may not require you to use this leave.

## Maternity and Paternity Leave

Whether you are a parent expecting, fostering or adopting a child, you deserve to take time to care for your child without having to sacrifice your savings or your job. With proper documentation, in 2018, you may be eligible for up to 8 weeks of employee-funded Paid Family Leave.

Paid Family Leave only begins after birth and is not available for prenatal conditions. A parent may take Paid Family Leave during the first 12 months following the birth, adoption, or fostering of a child.

## Caring for a Close Relative with a Serious Health Condition

New Yorkers have the right to be with their families in times of need without having to put their economic security at risk. The time you spend caring for a loved one with a serious health condition is critical. A close relative includes:

- Spouse
- Domestic partner
- Child
- Parent
- Parent in-law

## Benefits

Year	Weeks Available	Max % of Employee Average Weekly Wage	Cap % of State Average Weekly Wage
1/1/2018	8	50%	50%
1/1/2019	10	55%	55%
1/1/2020	10	60%	60%
1/1/2021	12	67%	67%

- For example, in 2018, an employee who makes \$1,000 a week would receive a benefit of \$500 a week (50% of \$1,000). Another employee who makes \$2,000 a week would receive a benefit of approximately \$648, because this employee is capped at one-half of New York State's Average Weekly Wage (NYSAWW) —currently \$1,296. Half of that amount is the \$648 benefit.
- The Average Weekly Wage (AWW) is set every year after a comprehensive analysis by the New York State Department of Labor.

## FAQs

- **Does Paid Family Leave cost me anything?**  
New York's Paid Family Leave is entirely employee-funded. That is, the benefit is paid for by employees. Beginning on or after July 1, 2017, you will see a payroll deduction to pay for your Paid Family Leave benefit. The amount of the deduction will be established before July 2017.
- **Do I have to participate in the Paid Family Leave program?**  
Yes, Paid Family Leave is not optional for most employees. The exception is if you are in a job that will not allow you to attain the 26 continuous weeks or 175 days needed to qualify for Paid Family Leave (for example a seasonal worker).
- **I am pregnant. Will I be able to receive Paid Family Leave during my pregnancy?**  
Paid Family Leave only begins after birth. It is not available for pre-natal conditions.
- **Will I be able to use Paid Family Leave to take care of an eligible relative living outside New York?**  
Yes, as long as you are caring for an eligible family member, and provide the medical certification.
- **I am not a US citizen. Will I still be eligible for Paid Family Leave?**  
Yes. Your citizenship status has no impact on your Paid Family Leave eligibility.
- **I am an undocumented worker. Can I take Paid Family Leave?**  
Yes. Your immigration status has no impact on your Paid Family Leave eligibility.
- **Will I be able to use Paid Family Leave if I work part-time?**  
In most instances, yes. You must work 175 days part-time to be eligible for a Paid Family Leave benefit.
- **I am collecting workers' compensation. Will I be able to use Paid Family Leave?**  
If you are not working and are collecting workers' compensation, you may not use Paid Family Leave.
- **I am a freelance worker. Am I eligible for Paid Family Leave?**  
If you do not have a regular employer and work as an independent contractor, you will not have Paid Family Leave benefits unless you purchase coverage for yourself.
- **I am a farm laborer. Am I eligible for Paid Family Leave?**  
If you work in service as a farm laborer, you are not eligible for disability or Paid Family Leave benefits.

- **Will I have to take all of my sick time and/or vacation before I use Paid Family Leave?**

An employer may permit you to use vacation or sick leave for full salary, but may not require you to use either.

- **Can I take Paid Family Leave and use my sick and/or vacation time together so that I receive my full salary?**

Yes, if your employer allows you to use your sick and vacation time to allow you to receive your full salary, than you can do so.

- **Will my spouse and I be able to use Paid Family Leave at the same time?**

If you and your spouse have different employers, you are both eligible to take Paid Family Leave at the same time. However, if you and your spouse work for the same employer, they can deny Paid Family Leave to more than one employee at the same time to care for the same family leave recipient, or to bond with a child.

- **Do other states have Paid Family Leave?**

New York will now join California, Rhode Island, and New Jersey as the only states in the nation that provide a Paid Family Leave benefit. When fully implemented, New York will have the longest and most comprehensive Paid Family Leave program in the nation.

<https://www.ny.gov/new-york-state-paid-family-leave/paid-family-leave-how-it-works#eligibility>



Joe Perrello  
District 7 Legislator



SULLIVAN COUNTY LEGISLATURE  
SULLIVAN COUNTY GOVERNMENT CENTER  
100 NORTH STREET  
PO BOX 5012  
MONTICELLO, NY 12701  
845-807-0435  
845-807-0447 (fax)

June 8, 2017

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

Dear Bill:

As per our recent discussion about the water district in the Emerald Corporate Park, enclosed please find the expenses for the water district for the park.

Please contact myself or Josh Potosek about the potential acquisition of that water district.

Thank you.

Sincerely,

Joe Perrello, Chairman  
Public Works Committee  
District 7 Legislator

Cc: Josh Potosek, Sullivan County Manager



**Fwd: Emerald Corporate Center water infrastructure**

Joshua A. Potosek to you + 1 more [show details](#) [show image slideshow](#)

Joey,

Below you will find the operating costs and the water capacity. Still looking into the debt issue but I don't believe there is.

Joshua Potosek  
County Manager

Sent from my iPhone

Begin forwarded message:

**From:** "Eisenberg, Freda C." <  
**Date:** May 3, 2017 at 12:47:16 PM EDT  
**To:** "Joshua A. Potosek" <  
**Subject:** RE: Emerald Corporate Center water infrastructure

Here are the answers to your first two questions. I'll leave the third to Janet & nancy.

Cost	2016	2015	2014	Notes
Contract Staff	\$ 28,469	\$ 26,782	\$ 31,043	plant manager, plowing
insurance	\$ 3,819	\$ 3,787	\$ 3,765	
Utilities	\$ 4,272	\$ 5,609	\$ 8,697	electric, heating oil, phone
Water testing and treatment	\$ 516	\$ 264	\$ 996	testing, chemicals, notification
Repairs	\$ 3,416	\$ 2,721	\$ 6,615	pump repair
Totals	\$ 40,492	\$ 39,163	\$ 53,130	

**Year Constructed:** 1999

**Specs and Wells:**

Tank capacity is 150,000 gallons. Facility specifications state that the minimum allowed

The facility has two wells. The capacity specifications are:

Well 1: 45 gallons/ minute

# *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 attached invoice for Emmons Pump & Control, Inc. for the purchase of 1 Hydromatic Submersible Sewage Pump for Kiamesha Wastewater Facility.

**Emmons Pump & Control, Inc. – Invoice #17-0696 -  
\$3,870.00**

**Grand total due: \$3,870.00**

**Procurement: Sole Source Procurement. We had to replace an existing Hydromatic broken pump.**

**Emmons Pump & Control, Inc. is the area Hydromatic representative.**

For KIAM.



**EMMONS PUMP & CONTROL, INC**  
453 N. PEARL ST.  
ALBANY, NY 12204  
(518) 694-0404

# INVOICE

DATE 6/12/2017 INVOICE # 17-0696

**BILL TO**

THOMPSON, TOWN OF  
4052 ROUTE 42  
MONTICELLO, NY 12701

**SHIP TO**

THOMPSON, TOWN OF  
128 ROCK RIDGE ROAD  
KIAMESHA LAKE, NY 12751  
ATTN: KEITH

P.O. #	TERMS	DUE DATE	SHIP	VIA	F.O.B.	PROJECT
KEITH RIEBER	Net 30	7/12/2017	6/9/2017	DIRECT	ORIGIN	

QTY	B/O	PART NUMB...	DESCRIPTION	EACH	AMOUNT
1	0	S3HRC500M...	HYDROMATIC - SUBMERSIBLE SEWAGE PUMP, 5 HP, 460/3/60, 35' DUAL CORDS ROADWAY EXPRESS TRACKING # 6668093333	3,870.00	3,870.00
FREIGHT CHARGES ARE INCLUDED.					

Subtotal	\$3,870.00
Sales Tax (8.0%)	\$0.00
<b>Total</b>	<b>\$3,870.00</b>

REP	S.O. #	17809	<b>Balance Due</b>	<b>\$3,870.00</b>
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Phone # 518-694-0404 Fax # 518-694-0405 E-mail sales@emmonspump.com

# 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  
Fax: 794-5722

June 15, 2017

Town Board,

- 1) I request the board to approve the purchase of a 2018 Freightliner truck chassis on the town's bid. \$109,910.00
- 2) Monroe stainless steel combination body, town bid. cost \$32,077.00
- 3) Purchase of plow equipment from Robert Green Truck Equipment on st contract and standardization. \$28,572.00
- 4) Purchase of hydraulic controls from Reed Systems. Standardization. \$18,760.00
- 5) Authorize the comptroller to obtain a five year note not to exceed \$200,000.00 forty percent to be repaid by the road district, sixty percent DA.