

TOWN OF THOMPSON

-Meeting Agenda-

TUESDAY, SEPTEMBER 05, 2017

7:30 P.M.

**PUBLIC HEARING: PROPOSED LOCAL LAW #5 OF 2017
TO AMEND CHAPTER 212 OF THE TOWN CODE ENTITLED
"SUBDIVISION OF LAND" REGARDING 212-9 (LOT IMPROVEMENTS)**

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: August 15, 2017 Regular Town Board Meeting

PUBLIC COMMENT:

CORRESPONDENCE:

- **NYS ORPTS:** Certificate of Final State Equalization Rate for the 2017 Assessment Roll – Final State Equalization Rate: 88.00.
- **Avi Muchnick:** Email dated 08/29/17 requesting the addition of a streetlight near 60 Rubin Road, Monticello on behalf of Moonlight Cottages.
- **SC IDA:** Letter dated 08/15/17 to Assessor Krzywicki enclosing NYS Dept. of Taxation & Finance Form RP-412-a, Application for Real Property Tax Exemption (Veteran NY 55 Sturgis LLC).
- **SC IDA:** Letter dated 08/15/17 to Assessor Krzywicki enclosing NYS Dept. of Taxation & Finance Form RP-412-a, Application for Real Property Tax Exemption (Empire Resorts Real Estate I, LLC – Golf Course Project).
- **SC Treasurer's Office:** Letter dated 08/15/17 from Sue E. Goldsmith, Junior Accountant advising that the Town has approximately 8.8 ton remaining for the Fall of 2017.
- **SC Treasurer's Office:** 2nd Quarter Mortgage Tax receipt of Check #2819 for \$35,989.67.
- **NYS Agriculture & Markets:** Dog Control Officer Inspection Report – Nancy Marinchak, DCO, Completed on 08/14/2017, Rated "Satisfactory".
- **NYS Agriculture & Markets:** Municipal Shelter Inspection Report – Town of Thompson Shelter, Completed on 08/14/2017, Rated "Satisfactory".
- **Monticello Central School District:** Letter dated 08/25/17 to Assessor Krzywicki regarding the 2017-18 Tax Warrant for the Monticello Central School District, Thompson rate per thousand is 20.929848.
- **Town Clerk Calhoun:** Letter dated 08/15/17 to Mr. Mark Newfield regarding response to FOIL Request for all records related to the property acquisition involving the Town of Thompson and Camp Jened on Adams Road, Rock Hill, NY, SBL #25.-1-46.

AGENDA ITEMS:

- 1) **Proposed Local Law #5 of 2017** – To Amend Chapter 212 of the Town Code Entitled "Subdivision of Land" Regarding 212-9 (Lot Improvements).
- 2) **Old Route 17 Corridor Analysis Analysis Agreement** – Approve agreement between the Town of Thompson and The Partnership for Economic Development in Sullivan County.
- 3) **ACH Origination Agreement with The First National Bank of Jeffersonville** – Authorize the Town Comptroller and the Supervisor's Secretary to sign the agreement to Initialize Access on the Town's Payroll Account for Employee Direct Deposits.

- 4) **Road Name Request** – Approve Name for Entry Roadway to the Casino as “Resorts World Drive”.
 - 5) **Private Road Name Request** – Discuss the Request of Mr. Scott Danoff to Name the Private Road Currently Accessing Parcel #'s 46.-3-12 & 46.-3-13 to Sunny Lane located in the Sackett Lake Area.
 - 6) **Proposed Local Law #6 of 2017** – To Add Chapter 118 Entitled “Double Utility Poles, Removal of” – Discuss and consider establishing a date for a public hearing.
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- 7) **Sackett Lake Solar Farm Project** – Review and Authorize Decommissioning Agreements.
 - 8) **Resilient Seated Butterfly Filter Valves Purchase Bids for the Kiamesha Lake WWTP** – Report on Bids and Action.
 - 9) **Sleepy Hollow Development** – Status update and possible action of proposed PILOT Agreement with Edgewater Housing Development Fund Company.
 - 10) **Bills Over \$1,250.00**
 - 11) **Order Bills Paid**

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT:

ADJOURN

PH

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

NOTICE IS HEREBY GIVEN that there has been duly introduced at a meeting of the Town Board of the Town of Thompson, New York, held on July 18, 2017, a proposed Local Law No. 05 of 2017, entitled "A local law amending Chapter 212 of the Town of Thompson Code entitled 'Subdivision of Land'."

NOTICE IS FURTHER GIVEN that the Town Board of the Town of Thompson will conduct a public hearing on the aforesaid proposed Local Law at the Town Hall, 4052 Route 42, Monticello, New York, on September 05, 2017 at 7:30 P.M., or as soon thereafter as said public hearing shall be convened, at which time all persons interested will be heard.

The proposed local law seeks to amend Section 212-9 (Lot Improvements) of Chapter 212 of the Town Code

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

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

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

Dated: July 18, 2017

BY ORDER OF THE TOWN BOARD

TOWN OF THOMPSON

MARILEE J. CALHOUN, TOWN CLERK

Sullivan County Democrat
5 Lower Main St., PO Box 308
Callicoon, NY 12723-0308
845-887-5200 Fax: 845-887-5386

Affidavit of Publication

State of New York

SS:

County of Sullivan

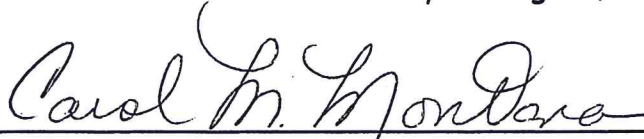
Legal Notice Ad 42044

I, Fred W. Stabbert, III, being duly sworn,
Depose and say: That I am the Publisher of
Sullivan County Democrat, a twice weekly
newspaper of general circulation published in
Callicoon, County of Sullivan, State of New
York; and that a notice, of which the annexed
is a printed copy, was duly published in
Sullivan County Democrat 8/25/17



Fred W. Stabbert, III

Sworn to before me this 25th day of August, 2017



Carol M. Montana

Notary Public, State of New York
Sullivan County Clerk's #2041
Commission Expires Dec. 12, 2018

**LEGAL NOTICE
TOWN OF
THOMPSON
NOTICE OF PUBLIC
HEARING
ON PROPOSED
LOCAL LAW
NOTICE IS HERE-
BY GIVEN that there
has been duly intro-
duced at a meeting of**

the Town Board of the
Town of Thompson,
New York, held on
July 18, 2017, a pro-
posed Local Law No.
05 of 2017, entitled "A
local law amending
Chapter 212 of the
Town of Thompson
Code entitled 'Subdi-
vision of Land'."

NOTICE IS FUR-
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Town Board of the
Town of Thompson
will conduct a public
hearing on the afore-
said proposed Local
Law at the Town Hall,
4052 Route 42, Monti-
cello, New York, on
September 05, 2017
at 7:30 P.M., or as
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said public hearing
shall be convened, at
which time all persons
interested will be
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The proposed local
law seeks to amend
Section 212-9 (Lot
Improvements) of
Chapter 212 of the
Town Code

Copies of the Local
Law described above
are on file in the office
of the Town Clerk of
the Town of Thomp-
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ular office hours.

PLEASE TAKE
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aforesaid.

NOTICE IS HERE-
BY GIVEN, pursuant
to the requirements of
the Open Meetings
Law of the State of
New York, that the
Town Board of the
Town of Thompson
will convene in public
meeting at the place
and time aforesaid for
the purpose of con-
ducting a public hear-
ing on the proposed
Local Law described
above and, as
deemed advisable by
said Board, taking
action on the enact-
ment of said Local
Law.

Dated: July 18,
2017

BY ORDER OF
THE TOWN BOARD
TOWN OF THOMP-
SON
MARILEE J. CAL-
HOUN, TOWN
CLERK 54188

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 2017

A local law to amend Chapter 212 entitled Subdivision of Land in the Town of Thompson Town Code

Be it enacted by the Town Board of the

Town of Thompson

1. §212-9 Lot improvements is hereby replaced with the following:

§212-9 Lot improvements.

A. Lot improvements, wherein an existing parcel or parcels of land are combined with a contiguous lot for the purpose of increasing the size of the existing lot, said application shall be exempt from the provisions of these regulations, provided that:

- (1) Any lot proposed shall comply in all respects with the provisions of this chapter, the Town Zoning Law, and applicable state statutes.
- (2) The parcels being combined are whole parcels as they currently exist on the Town of Thompson Tax Maps as filed in the Office of Real Property in the County of Sullivan.
- (3) That the combination does not include any partial portion of land of any existing parcels, in which case the procedures for a minor subdivision pursuant to §212-8 would need to be complied with prior to any effectuation of a lot improvement.
- (4) The parcels being combined have the same ownership as determined by the recorded deeds for all lots to be combined.
- (5) That all parcels being combined are current on all property tax payments and have no Town Code violations.
- (6) That all parcels being combined are contiguous to each other, are in the same school district and are in the same special districts, if any.
- (7) That there are no liens of record on any of the parcels being combined as shown through a title search or applicant provides an affidavit confirming no liens, or confirming they will combine all liens to spread over the affected parcel.

- (8) Said lot improvement shall not create any new plot and shall not impede the maintenance of existing or future access or utility service to any lot that is the subject of a lot improvement.
- (9) Any lot improvement shall not impact the existing designated zoning district for that portion of the property.
- (10) If no adverse changes are foreseen and all previous conditions are met, in the discretion of the Town Assessor or a Town Code Enforcement Officer, all procedural requirements for Planning Board review may be waived, including engineering review, and the lot improvement may be forwarded by the Town Assessor to the Sullivan County Office of Real Property without further evaluation. A public hearing shall not be required for lot improvement under this section.
- (11) If the Assessor is satisfied in his/her discretion that all conditions are met to approve a lot improvement under this section, then the Assessor shall make a request to the Sullivan County Office of Real Property. Upon such approval, the Petitioner may file with the county a deed containing the combined lots with a new metes and bounds description that incorporates all combined lots as well as properly references the combination of all tax parcels.

B. Wherein a lot improvement application does not meet all procedural requirements pursuant to §212-9 A., or where a number of smaller lots are further subdividable or re-allotted so as to make a lesser number of larger lots, this shall be exempt from the provisions of these regulations, provided that:

- (1) Any lot proposed to be reduced in size shall comply in all respects with the provisions of this chapter, the Town Zoning Law, and applicable state statutes.

C. Procedure.

- (1) An appropriate application with five copies of the sketch plan are submitted to the Planning Board at least ten (10) business days prior to the regularly scheduled meeting.
- (2) Sketch plans shall be based on tax map information or some other similarly accurate base map and shall include:
 - (a) A map of the parent parcel and an indication of the proposed lot line change to be made drawn within it.
 - (b) The name of the owner, the name of the professional person responsible for drafting the new deed description and possible new map.
- (3) The Planning Board shall determine whether the sketch plan meets the purpose of this law and if it does may waive any procedural requirements and approve same after an abbreviated review.

- (4) Recording approval. After the Planning Board shall have determined that the conditions for a lot improvement exemption have been met, a duly authorized member of the Planning Board shall sign the plat with the following notation: "Approval is granted for recording purposes only in accordance with §212-9 of the Town of Thompson Subdivision Law."
 - (5) Plat requirements; fees. Plats submitted as lot improvements shall be subject to the same schedule of fees as minor subdivisions.
2. Except as herein specifically amended, the remainder of Chapter 212 of such code shall remain in full force and effect.
3. 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.
4. 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 2017 of the Town of Thompson was duly passed by the Town Board on _____, 2017 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 2017 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2017 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 2017, 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 2017 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2017 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 _____ 2017, 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 2017 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2017 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 _____ 2017 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 2017 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 _____ 2017 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 2017 of the County of _____, State of New York, having been submitted to the electors at the General Election of November ____ 2017, 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: _____, 2017

(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: _____, 2017

Attorney for Town of Thompson

Certificate of the Final State Equalization Rate
for the 2017 Assessment Roll

Mr. William Rieber , Supervisor
Town of Thompson
Town Hall
4052 Route 42
Monticello, NY 12701 3221

County of Sullivan
Town of Thompson
Municipal Code: 484600
Final State Equalization Rate: * 88.00 *

I, Brian F. Moon, hereby certify that on August 07, 2017 the State Office of Real Property Tax Services established a final State equalization rate of 88.00 for the above named municipality.



Brian F. Moon
Real Property Analyst 2

Note: Since your municipality did not file a complaint with respect to the tentative rate, the final equalization rate is the same as the tentative rate. Notice of the final rate will be filed with the clerk of the county legislative body and in the office of the State Comptroller.

Mr. Van B. Krzywicki , Appointed Assessor
Town of Thompson
Town Hall
4052 Route 42
Monticello, NY 12701 3221

2017 Equalization Rate Status

Municipal Code	Municipal Name	(A) 2016 State Equalization Rate	(B) 2017 State Equalization Rate and Status	(C) Percentage Change in Estimate of Full Value
482000	Town of Bethel	73.24	69.75 Final	5.00%
482200	Town of Callicoon	71.00	69.00 Final	2.90%
482400	Town of Cochection	77.00	79.00 Final	-2.53%
482600	Town of Delaware	100.00	100.00 Final	0.00%
482800	Town of Fallsburgh	63.50	64.00 Tentative	-0.78%
483000	Town of Forestburgh	7.64	7.64 Final	0.00%
483200	Town of Fremont	66.23	66.50 Final	-0.41%
483400	Town of Highland	100.00	100.00 Final	0.00%
483600	Town of Liberty	77.80	78.50 Final	-0.89%
483800	Town of Lumberland	100.00	100.00 Final	0.00%
484000	Town of Mamakating	67.00	65.40 Final	2.45%
484200	Town of Neversink	3.80	3.80 Tentative	0.00%
484400	Town of Rockland	70.75	73.50 Final	-3.74%
484600	Town of Thompson	88.00	88.00 Final	0.00%
484800	Town of Tusten	54.00	54.00 Final	0.00%

Column C is the percentage change in the estimate of full value between the 2016 State equalization rate and the 2017 State equalization rate due to the change in full value standard.

This percentage change is important because county and school taxes are apportioned according to a municipality's share of the full value of the county or the school. A municipality will be apportioned a larger share of the tax levy if its full value increases by a larger percentage than others, or if its full value decreases less than the decrease for other municipalities in the county or school.

The information shown in columns B and C is subject to change as the other tentative rates are established in the county and as rates are finalized after the completion of rate complaint processing. You will be sent a complete report when we have established 2017 State equalization rates for all municipalities in your county.

Deputy Clerk (Town of Thompson)

From: Avi Muchnick
Sent: Tuesday, August 29, 2017 12:29 PM
To: DeputyClerk@townofthompson.com
Subject: Adding a street light near 60 Rubin Road in Monticello

To whom it may concern,

I am writing on behalf of Moonlight Cottages, located at 60 Rubin Road in Monticello.

Out of concern for the safety of the residents on our block, we would like to request an additional streetlight be added to the road near the entrance to our colony. The entrance is located on a hill and visibility for oncoming cars is extremely limited at night time, and an accident waiting to happen.

We would be willing to cover the cost of installation and any electrical power used.

When we contacted NYSEG they said we needed the Town of Thompson to request permission for it on our behalf.

The exact location we would request is 41.625896, -74.721649 (or approximately 75 feet east of the main entrance to 60 Rubin Road, on the North side of the street).

Please let me know what would be involved in arranging this to take place. I can be reached at muchnick@gmail.com or 718-309-3256 if you would like to discuss further.

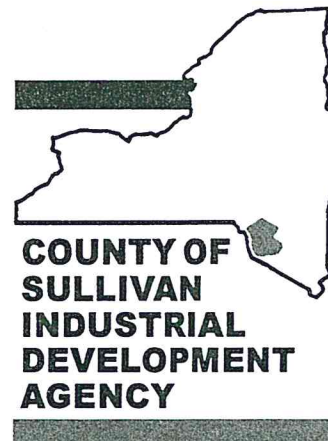
Best regards,

Abraham Muchnick

President

Moonlight Cottages

One Cablevision Center
Ferndale, New York 12734
(845) 295-2603
(845) 295-2604 FAX
TDD 711



August 15, 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 (Veteran NY 55 Sturgis LLC)

Dear Mr. Krzywicki,

Enclosed please find Form NYS RP-412-a for the above referenced project. The project has been assigned from MG Catskill LLC to Veteran NY 55 Sturgis LLC. Copies of the Amended and Restated Lease to Agency, Amended and Restated Leaseback to Company, and Amended and Restated Payment in Lieu of Taxation Agreement are also enclosed.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer M. Flad". The signature is fluid and cursive.

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 County of Sullivan Industrial Devt. Agency
Street One Cablevision Center
City Ferndale, NY 12734
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 Veteran NY 55 Sturgis LLC
Street 465 Main Street, Suite 600
City Buffalo, NY 14203
Telephone no. Day (845) 791-4936
Evening ()
Contact John J. Edwards
Title Manager

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no./roll year)
Thompson 106.-1-3.1
b. Street address 55 Sturgis Road
c. City, Town or Village Monticello

d. School District Monticello
e. County Sullivan
f. Current assessment 775,000.00
g. Deed to IDA (date recorded; liber and page)
lease to IDA 10/5/09. Instr. #2009-00050075

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

a. Brief description (include property use) Office building. Property has been transferred from MG
Catskill LLC to Veteran NY 55 Sturgis LLC.
b. Type of construction new construction began in 2009.
c. Square footage approx. 10,000
d. Total cost approx. 1,650,000.
e. Date construction commenced approx. 9/1/09
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
02/28/2030

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 please see attached Amended & Restated Payment in Lieu of Tax Agreement

b. Projected expiration date of agreement 2030

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 <u>Monticello</u>	<input checked="" 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 John J. Edwards
 Title Manager
 Address 465 Main Street, Suite 600
Buffalo, New York 14203

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

If "No" identify owner and explain IDA rights or interest Telephone 845-791-4936
 in an attached statement. IDA holds a leasehold interest. Please see attached Amended and Restated Lease & Leaseback.

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 2010-2016

7. A copy of this application, including all attachments, has been mailed or delivered on 8-15-17 (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
Name Title
COUNTY OF SULLIVAN INDUS. DEVT. AGENCY hereby certify that the information
Organization

on this application and accompanying papers constitutes a true statement of facts.

8-15-17
 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____

2. Applicable taxable status date _____

3a. Agreement (or extract) date _____

3b. Projected exemption expiration (year) _____

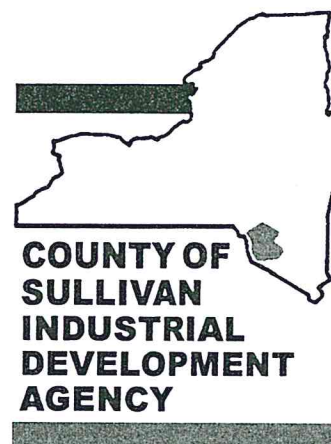
4. Assessed valuation of parcel in first year of exemption \$ _____

5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

One Cablevision Center
Ferndale, New York 12734
(845) 295-2603
(845) 295-2604 FAX
TDD 711



August 15, 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 (Empire Resorts Real Estate I, LLC—Golf Course Project)

Dear Mr. Krzywicki,

Enclosed please find a corrected NYS RP-412-a Form for the above referenced project. This form should replace the form submitted to you on February 22, 2017. It provides the correct assessment for the subject parcel, and updated contact information for the project.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer M. Flad". The signature is fluid and cursive.

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 Empire Resorts Real Estate I, LLC
Street 204 Route 17B
City Monticello
Telephone no. Day (845) 807-0001
Evening ()
Contact Ryan Eller
Title President

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no./roll year)
SBL #15.-1-15
b. Street address Thompson Road
c. City, Town or Village Thompson

d. School District Monticello
e. County Sullivan
f. Current assessment \$3,092,900.
g. Deed to IDA (date recorded; liber and page)
lease to IDA (Instr. #2017-302, 1/12/17)

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

a. Brief description (include property use) golf course
b. Type of construction renovation and new construction
c. Square footage 26,800
d. Total cost \$15,870,000.
e. Date construction commenced pending
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) 2034

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 2034

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 _____	<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 Ryan Eller
 Title President
 Address 204 Route 17B
Monticello, NY 12701

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

If "No" identify owner and explain IDA rights or interest Telephone 845-807-0001
 in an attached statement. IDA holds a leasehold interest (see attached lease agreement)

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 2014-2016

7. A copy of this application, including all attachments, has been mailed or delivered on 8/15/17 (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
 Name Title
County of Sullivan Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

8/15/17
 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



SULLIVAN COUNTY TREASURER'S OFFICE

Nancy Buck
County Treasurer

Government Center
100 North Street
P.O. Box 5012
Monticello, New York 12701-5192

Kathleen Lara
Deputy Treasurer

August 15, 2017

Town of Thompson
4052 Route 42
Monticello, NY 12071

Re: Municipal Cleanup 2017 Acct# 49

Town of Thompson Officials,

In accordance with the Municipal Agreement between County of Sullivan and the Town of Thompson your allotment for 2017 was 96 ton, to date you have used only 87.2. This leaves, you with 8.8 ton available for the Fall of 2017.

If you have any questions, feel free to contact me @ 845-807-0214.

Sincerely,

Sue E Goldsmith
Junior Accountant
SC Treasurer Office
Enc.

Cc: Donna Egan

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 **2819**

Vendor Number	Check Date	Check Amount
3020	08/18/2017	\$35,989.67

Thirty-Five Thousand Nine Hundred Eighty-Nine and 67/100 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

⑈ 2819 ⑈ ⑆022300173⑆ 789795408⑈

County of Sullivan - MORTGAGE TAX

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

INVOICE DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT
08/18/2017	2017-00001565	MORTGAGE TAX - APRIL2017- JUNE 2017 PO# G/L Account: TA-00058-00237	35,989.67

was 19,800 last year this quarter

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
3020	TOWN OF THOMPSON	2819	08/18/2017	\$35,989.67

SAFEGUARD
W09SFD01370M

Details on back
Security Features included.

Date Prepared: 08/21/2017 03:31 PM
 Report Date: 08/21/2017
 Account Table:
 Alt. Sort Table:

TOWN OF THOMPSON

Revenue Ledger

GLR0124 1.0
 Page 1 of 1
 Prepared By: KAREN

From Year: 2017 Period: 1 To Year: 2017 Period: 12 Trans. Date From: To:

Account No. Date	Description Remarks	Document No.	Jnl Cat Code	Journal No.	Est. Revenue	Receipts	Balance
A.3005 06/09/17	MORTGAGE TAX 1 ST QTR 2017 - 1 ST QTR MORT TAX 2017		CR	103159	120,000.00	165,993.39	(45,993.39)
Grand Total					<u>120,000.00</u>	<u>165,993.39</u>	<u>(45,993.39)</u>

TOWN OF THOMPSON

Revenue Ledger

From Year: 2016 Period: 1 To Year: 2016 Period: 12 Trans. Date From: To:

Account No. Date	Description Remarks	Document No.	Jnl Cat Code	Journal No.	Est. Revenue	Receipts	Balance
A.3005 08/31/16	MORTGAGE TAX 2016 1ST QTR - MONTHLY TOWN CLERK REPORT A FUND		CR	102825	140,000.00	42,502.81	
10/11/16	1QTR MORT TAX 2ND QTR MORT TAX 2016		CR	102959		19,844.12	
12/27/16	3RD MORT TAX		CR	103028		46,537.65	
12/31/16	2016 4TH QTR - TO RECORD 4TH QTR MORTGAGE TAX		JE	100864		48,470.86	
Grand Total					140,000.00	157,355.44	(17,355.44)



Agriculture and Markets

August 17, 2017

William Rieber
Town Supervisor - Town of Thompson
4052 Rte 42
Monticello, NY 12701

Enclosed is the **Dog Control Officer Inspection Report** completed on **08/14/2017**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

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

Dog control officer services are subject to inspection by this agency on a regular basis.

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

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

Joyce Amels
Animal Health Inspector
(845) 500-1498

DOG CONTROL OFFICER INSPECTION REPORT - DL-89

Rating: **Satisfactory365**

Purpose: **Inspection**

DATE/TOA: **8/14/17 9:00 am**

NANCY MARINCHAK

Inspector: **Joyce Amels**

Inspector #: **67**

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

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

Town - City - Village Information for Inspection:

TCV CODE TCV NAME

4814 Town of Thompson

Additional Information for Inspection:

Number of Dogs Seized:

Number of dogs seized since previous inspection: 40

Associated Municipal Shelter(s):

Name of Shelter(s): Tn Thompson shelter, Port Jervis Humane Society

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Nancy Marinchak**
TITLE: **DCO**

REVIEWED BY: **Eloise Herrman**
REVIEWED DATE: **08/14/2017**



Agriculture and Markets

August 17, 2017

William Rieber
Town Supervisor - Town of Thompson
4052 Rte 42
Monticello, NY 12701

Enclosed is the **Municipal Shelter Inspection Report** completed on **08/14/2017**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

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

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

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

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

Joyce Amels
Animal Health Inspector
(845) 500-1498



Agriculture and Markets

August 17, 2017

TOWN OF THOMPSON SHELTER

Enclosed is the **Municipal Shelter Inspection Report** completed on **08/14/2017**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

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

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

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

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

Joyce Amels
Animal Health Inspector
(845) 500-1498

MUNICIPAL SHELTER INSPECTION REPORT - DL-90

Rating: **Satisfactory365**

Purpose: **Inspection**

DATE/TOA: **8/14/17 9:00 am**

**TOWN OF THOMPSON SHELTER
128 ROCK RIDGE DRIVE
Monticello NY 12701**

Inspector: **Joyce Amels**

Inspector #: **67**

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

- | | |
|---|----------------|
| 1. Shelter is structurally sound | Yes |
| 2. Housing area and equipment is sanitized regularly | Yes |
| 3. Repairs are done when necessary | Yes |
| 4. Dogs are handled safely | Yes |
| 5. Adequate space is available for all dogs | Yes |
| 6. Light is sufficient for observation | Yes |
| 7. Ventilation is adequate | Yes |
| 8. Drainage is adequate | Yes |
| 9. Temperature extremes are avoided | Yes |
| 10. Clean food and water is available and in ample amount | Yes |
| 11. Veterinary care is provided when necessary | Yes |
| 12. Dogs are euthanized humanely, by authorized personnel | Yes |
| 13. Complete intake and disposition records are maintained for all seized dogs | Yes |
| 14. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 15. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 16. Owners of identified dogs are properly notified | Yes |
| 17. Redeemed dogs are licensed before release | Yes |
| 18. Proper impoundment fees paid before dogs are released | Yes |
| 19. Written contract or lease with municipality | Not Applicable |

Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
4814	Town of Thompson

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Nanacy Marinchak**
TITLE: **DCO**

REVIEWED BY: **Eloise Herrman**
REVIEWED DATE: **08/14/2017**

Monticello School District
Office of Tax Collector
P.O. Box 48
Monticello, N.Y. 12701
(845) 794-1515

August 25, 2017

Van Krzywicki, Assessor
Town of Thompson
4052 Route 42
Monticello, NY 12701

Dear Van,

On August 24, 2017, the Board of Education formally approved the 2017-18 Tax Warrant for the Monticello School District.

The warrant date is from September 1, 2017 to November 3, 2017 with the following penalty schedule:

September 1 to October 2 no penalty
October 3 to October 31 with a 1% penalty
November 1 to November 3 with a 2% penalty

The tax rates are:

Towns	Rate/Thousand
Bethel	26.406116
Fallsburg	28.778541
Forestburgh	241.076781
Mamakating	28.162486
Thompson	20.929848

If you have any questions, please contact me at 794-1515 or Lisa Failla at 794-7702 ext. 70525.

Sincerely,

Sheri Bisland
School Tax Collector

Slightly lower
than last year
which was \$21.18.
\$25.00 cheaper on
\$100,000 House

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

August 15, 2017

Mr. Mark Newfield
66 Bowers Road
PO Box 487
Rock Hill, New York 12775

Re: Freedom of Information Law (FOIL) Request
For All Documents, Contracts and Correspondence Related to the Town of
Thompson and Camp Jened on Adams Road, Rock Hill, NY, SBL # 25.-1-46

Dear Mr. Newfield:

I am in receipt of your (FOIL) request dated August 10th in regards to the above-mentioned matter. This request has been forwarded to our Town Supervisor, Town Board and Town Attorneys to obtain the requested information.

Your request is currently being processed. I will notify you within (20) business days of the estimated cost and the date that the requested information will be available.

In the event that this request is being denied in part or whole you have the right to appeal such decision within 30-days of the denial. Appeals should be directed to Town Attorney Michael B. Mednick, PO Box 612, Monticello, New York 12701.

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

Sincerely,



Marilee J. Calhoun
Town Clerk

MJC:

PC: Hon. William J. Rieber, Jr., Supervisor and Town Board
Mr. Michael B. Mednick, Town Attorney
Mrs. Paula E. Kay, Deputy Town Attorney

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 September 05,
2017

RESOLUTION TO ENACT LOCAL LAW NO. ____ OF 2017

WHEREAS, proposed Local Law No. 05 of the year 2017 entitled, "A local law amending Chapter 212 of the Town of Thompson Code entitled 'Subdivision of Land'" was introduced to the Town Board at a meeting held July 18, 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 2017, 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 September 05, 2017

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"/>
Councilman RICHARD SUSH	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 2017 was adopted by said Town Board on September 5, 2017, 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 September ____, 2017.

Marilee J. Calhoun, Town Clerk

William J. Rieber, Jr.

From: marc
Sent: Friday, August 11, 2017 12:17 PM
To: Bill Rieber; Ron Stabak; russell@
Cc: Joshua A. Potosek; Steingart, Ira M.; Karen Fisher
Subject: Old Route 17 Corridor Analysis Agreement Template
Attachments: AGREEMENT with Local Municipalities.docx

Gentlemen,

Attached please find a template underlining the terms of an agreement with each of your respective municipalities pursuant to strategic discussions, official meetings and ultimate decision to proceed. Please have your respective legal representatives review for your approval. If they have any questions I will be available at their earliest convenience but for the week of August 21st as I will be away with my family. Upon execution, I will schedule the inaugural meeting of the LTDC (Liberty Thompson Development Committee) to review next steps(i.e. RFP, deliverables, dates etc) and begin the process ASAP.

Respectully,

Marc A. Baez

President/CEO

Sullivan County Partnership

198 Bridgeville Road

Monticello, New York 12701

Tel. 845-794-1110

Fax 845-794-2324

www.scpartnership.com



**AGREEMENT
BETWEEN
THE TOWN OF _____
AND**

THE PARTNERSHIP FOR ECONOMIC DEVELOPMENT IN SULLIVAN COUNTY

This agreement dated ____ 2017 by and between the Town of _____, a municipal corporation with offices at _____, NY_____, and the Partnership for Economic Development in Sullivan County ("the Partnership"), a private not-for-profit 501(c) (6) business association with offices at 196 Bridgeville Road, Suite 2, Monticello, New York 12701.

1. Pursuant to Resolution ____ dated June ____, 2017 and adopted by the Town(Village) on June ____ 2017, the parties hereby agree to the following:
 - a. The Partnership has requested funding to solicit proposals for an in depth opportunities and constraints analysis for the purpose of further pursuing state and federal funding in order to create 'Shovel Ready ' sites between the Town of Liberty and the Town of Thompson on Old Route 17.
 - b. This effort is geared to attract investment, tax ratables, and jobs to the corridor bringing positive economic impacts to all municipalities involved while maximizing the existing Industrial/Commercial Zoning currently existing in the target area.
 - c. The Town of _____, Town of _____, Village of _____, and County of Sullivan have committed funding toward this endeavor. This funding shall be used solely for the purposes described herein and not for any other purpose.
 - d. Pursuant to Resolution No. 217-17 adopted on May 18, 2017, the County has committed an amount not to exceed one hundred thousand (\$100,000) to the Partnership for this effort, contingent upon the Partnership's receipt of an amount or equivalent value, not to exceed twenty thousand (\$20,000) each from the Town of Thompson, Town of Liberty and the Village of Liberty for a total value of sixty thousand dollars (\$60,000).
 - e. The Chairman of the Community and Economic Development Committee, the County Manager, the Supervisor or assigned designee of the Towns of Thompson and Liberty, the Mayor or designee of the Village of Liberty, and the CEO of the Partnership shall make up the LTDC (Liberty Thompson Development Committee). This committee shall oversee the scope, award and conduct of the Old Route 17 Corridor opportunities and constraints analysis.
2. In the event that any firm submits a proposal lower than the budget allotted committed funding will be utilized proportionate to the allowed funding here in or (62.5% County, 12.5% all other municipalities)
3. All other items and conditions shall be discussed and decided upon via the LTDC.

THE TOWN (VILLAGE) OF _____

APPROVED AS TO FORM

By:

By:

Partnership for Economic Development

By: Marc A. Baez, President/CEO



David J. Cooper
Jody T. Cross •
Katelyn E. Ciolino •
Michael J. Cunningham •
Marsha Rubin Goldstein
Helen Collier Mauch •
Zachary R. Mintz •
Daniel M. Richmond
Kate Roberts
Brad K. Schwartz
Lisa F. Smith •
David S. Steinmetz •
Edward P. Teyber
Michael D. Zarin

• Also admitted in D.C.
• Also admitted in CT
• Also admitted in NJ

August 24, 2017

By Email and Overnight Mail

Hon. William J. Rieber, Jr.
Supervisor of the Town of Thompson and
Members of the Town Board
Town Hall
4052 Route 42
Monticello, New York 12701

Re: Street Naming-Resort Entry Road

Dear Supervisor Rieber and Members of the Board:

This letter is submitted on behalf of EPT Concord II, LLC, EPR Concord II, L.P., and Adelaar Developer, LLC (collectively, "EPR"), the owners and Master Developer of Adelaar. The purpose of this letter is to request that the Town Board adopt a Resolution at its next regularly scheduled meeting, pursuant to Section 207-7(A) of the Town of Thompson Code, approving the name selected by EPR and the Casino Developer for the resort entry road constructed by EPR.

EPR and the Casino Developer have selected "Resorts World Drive" as the name for the newly constructed resort entry road, which will be dedicated to the Adelaar Roadway District.

Please feel free to contact me should you have any questions or concerns.

Respectfully submitted,

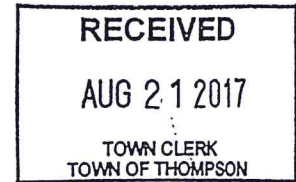
Helen Collier Mauch, Esq.

cc: **(Via Email)**

Paula Elaine Kay, Esq.
Michael B. Mednick, Esq.
Nicole Emmons
Paul Turvey, Esq.
George Duke, Esq.
Paul Roggeman

marilee (clerk-town of thompson)

From:
Sent: Saturday, August 19, 2017 6:55 PM
To: Marilee@townofthompson.com
Cc:
Subject: Danoff Private Street Naming



Dear Marilee,

Thank you for your phone call the other day. Just to remind you of the details...

My wife and I own property on Sackett Lake. The current address is 7 Stephens Avenue. It is part of a property including 3-13 Stephens Avenue, according to my tax bill. My SBL is 46.-3-12 and 46.-3-13. We have used the addresses of 3 Stephens Avenue and 7 Stephens Avenue since 2000 when we purchased the property with Sonia and Ernest Herman, our parents. They have since deceased and we recently took down one of the cottages on the property and created a new subdivision for estate purposes and built a third house on that subdivision. We were told that that new address would be 11 Stephens Avenue and that is how the home is registered.

During this summer, we have had two emergencies. First, our closest friend had a kidney stone attack and it took more than a half hour for the ambulance to find our house, and only with me on the phone directing them. They first went to 11 Stephens Avenue, nearer to Sackett Lake Road, When they knocked on that door, they were directed to our property by those owners. 10 days ago, the propane sensors went into alarm in our home and the alarm company alerted the fire department and it took them over an hour to get to the correct house, first going to that other house on Stephens Avenue and then calling me in frustration and me directing them to my home after midnight that night.

This confusion is common in our little 3-4 block area of Sackett Lake.

I spoke to Dan at Tom Wells office at the 911 facility and discussed this with them. I proposed that I change the name of my private road, officially, to **Sunny Lane**. They did not see a conflict and discussed with me the parameters for being able to do such a name change and we believe we fit within those parameters.

Our private road is over 350 feet long, there are 4 buildings on the property with the new subdivision, it is entirely possible that that piece may be sold off in the future and it would require its own address anyway.

I further discussed this with Dave, I believe at Richard Benjamin's office, who also saw no conflict. He suggested I contact you to begin this process.

I propose that the first house closest to the main street be numbered #3 Sunny Lane, the middle house #7 Sunny Lane and the new house #11 Sunny Lane .

Kindly let me know what else you need for me to do to get this done. I can be reached at the following numbers

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 2017

A local law adding Chapter 118 entitled "Double Utility Poles, Removal of" in the Town of Thompson Code

Be it enacted by the Town Board of the Town of Thompson, County of Sullivan, State of New York, as follows:

Section 1. New Law Created. Chapter 118 of the Town Code entitled "**Double Utility Poles, Removal of**" shall be and hereby is created by this Local Law as follows:

Chapter 101. Double Utility Poles, Removal of

§ 118-1. Findings: legislative intent.

A. The Town Board hereby finds and determines that public utility companies place poles on Town of Thompson highways, streets, roads, rights-of-way or any other roadway or right-of-way located in the Town to facilitate the delivery of electric, telephone, cable television, and other telecommunications services to the residents of the Town of Thompson.

B. The Town Board finds and determines that local governments have the authority to regulate their highways, streets, roads and rights-of-way to protect the public.

C. The Town Board finds and determines that utility poles are damaged from time to time.

D. The Town Board finds and determines that public safety can be compromised when utility lines and equipment remain affixed to utility poles that are weathered or otherwise damaged.

E. The Town Board finds and determines that when a new pole is installed, a utility's delay in removing lines and equipment from the old pole also delays the removal of the pole itself, which causes a proliferation of aesthetically unpleasant double poles along highways, streets, roads, and rights-of-way, as well as obstructing the paths of pedestrians.

F. The Town Board finds and determines that the interest of the public is best served by cooperation and communication between public utilities and the Town Board.

G. In enacting this chapter, the Town Board deems this chapter to be an exercise of the police power of the Town of Thompson for the preservation and protection of public safety and is enacted pursuant to the authority contained in the Highway Law, Town Law, and Municipal Home Rule Law of the State of New York.

H. Therefore, the purpose of this chapter is to require utilities that use Town highways, streets, roads and rights-of-way or any other roadway or right-of-way located in the Town to promptly remove their plants, cables, lines, equipment, and terminals from old and damaged poles and to further require the prompt removal of double poles once all plants, cables, lines, equipment, and terminals have been removed.

§ 118-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

DANGEROUS/DAMAGED POLE

Any utility pole that is structurally compromised due to weather, a traffic incident, and/or age and poses a potential threat to public safety.

DOUBLE POLE

Any old utility pole which is attached or in close proximity to a new utility pole.

PLANT

The cables, terminals, conductors and other fixtures necessary for transmitting electric, telephone, cable television or other telecommunications service.

PUBLIC UTILITY

Any corporation, authority, or other entity that provides electric, telephone, cable television, or other service, including telecommunications service, to the residents of the Town of Thompson.

CODE ENFORCEMENT OFFICER (CEO)

The Town of Thompson Code Enforcement Officer or his/her designee.

UTILITY POLE

A column or post used to support service lines for a public utility.

WRITTEN NOTIFICATION/WRITTEN NOTICE

A writing directed to a representative of a public utility, who may be designated by the utility to receive such notice, sent by regular mail, facsimile transmission or electronic mail.

§ 118-3. Department notification: time frame for removal.

A. When the Code Enforcement Officer (CEO) determines that a utility pole on a Town highway, street, road or right-of-way or any other roadway or right-of-way located in the Town is damaged and poses a potential threat to public safety, the CEO shall provide written notice to any public utility with a plant on the damaged pole that it must remove its plant from the pole within 15 days or be subject to a penalty as provided for in § 118-5 of this chapter. The last utility to remove its plant is responsible for removing the double pole. Failure to comply with the requirements of this provision may result in penalties as provided for in § 118-5 of this chapter.

B. When the CEO determines that a double pole is on a Town highway, street, road or right-of-way or any other roadway or right-of-way located in the Town, the CEO will provide written notice to the public utility which has the top plant on the double pole that the plant must be removed within 30 days or be subject to penalty. Upon the removal of each plant, the CEO shall provide written notice to the public utility that owns the subsequent plant on the pole that the plant must be removed within 30 days or be subject to penalty. The last utility to remove its plant is responsible for removing the double pole within an additional 60 days. Failure to comply with the requirements of this provision may result in penalties as provided for in § 118-5 of this chapter.

§ 118-4. Extensions authorized; temporary emergency suspension.

A. Notwithstanding any provision of this chapter to the contrary, the CEO may extend the time frame of any written notice provided under this chapter for an additional period not exceeding the original statutory time frame set forth in this chapter. The public utility shall make a request for an extension in writing to the CEO prior to the expiration of the time frame contained in the original written notice, together with the basis for the request. The CEO shall determine whether the request for extension should be granted or denied, and provide a written response to the public utility. In such instances where the request is granted, the CEO shall issue another written notice, which shall then be applicable instead of the previously issued notice.

§ 118-5. Penalties for offenses.

A. Any person, firm, corporation or public utility convicted of a violation of the provisions of this Chapter shall be guilty of a violation, for a first conviction, punishable by a fine not exceeding \$1,000; for a second or subsequent conviction, punishable by a fine not exceeding \$2,000. Every day that the violation continues shall be deemed a separate violation.

B. Any public utility found guilty of violating this Chapter and that fails to remove its plant from a damaged pole within 15 days of receiving notification from the Town, pursuant to this Chapter, shall be punished by a fine of up to \$250 for each such violation. Each day that the violation continues shall be deemed a separate violation.

C. Any public utility that fails to remove a double pole within 90 days of receiving notification from the Town, pursuant to this Chapter, shall be punished by a fine of \$1,000 per full calendar month that the violation continues.

D. If a person, firm or corporation or public utility violates the provisions of this chapter, the Town Attorney may commence an action in the name of the Town of Thompson in a court of competent jurisdiction seeking any remedy provided by law or equity, including any civil and/or injunction proceeding necessary to enforce compliance and/or enjoin noncompliance with this chapter. Such action may seek to remove damaged poles and/or double poles, or to remove plants from such poles, the imposition of civil penalties as authorized by this chapter, the recovery of costs of the action and such other remedies as may be necessary to prevent or enjoin a dangerous condition from existing on a Town highway, street, road, or right-of-way.

§ 118-6. Applicability.

A. This chapter shall apply to all utility poles located on any Town highway, street, road,

right-of-way or any other roadway or right-of-way located in the Town, and to all utility poles installed hereafter.

B. The provisions of this chapter shall be deemed to supplement applicable state and local laws, ordinances, codes and regulations; and nothing in this chapter shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, county or state or existing requirements of any other applicable state or local laws, ordinances, codes or regulations. In case of conflict between any provision of this chapter and any applicable state or local law, ordinance, code or regulation, the more restrictive or stringent provision or requirement shall prevail.

Section 2. Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Thompson hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 3. Repeal

All ordinances, local laws and parts thereof inconsistent with this Local Law are hereby repealed.

Section 4. Effective Date

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

(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 2017 of the Town of Thompson was duly passed by the Town Board on _____, 2017 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 2017 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2017 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 2017, 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 2017 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2017 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 _____ 2017, 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 2017 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2017 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 _____ 2017 in accordance with the applicable provisions of law.

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 2017 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 _____ 2017 became operative.

* 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.

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2017 of the County of _____, State of New York, having been submitted to the electors at the General Election of November ___ 2017, 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: _____, 2017

(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: _____, 2017

Attorney for Town of Thompson

DECOMMISSIONING AGREEMENT

This DECOMMISSIONING AGREEMENT (this "Agreement") dated as of August __, 20__ (the "Effective Date") is made by and among the Town of Thompson (the "Town") and _____ ("Owner", together with the Town, the "Parties").

WHEREAS, Owner intends to build a 2MW ac solar energy generation project on property located on the northeast corner of South Maplewood Road and Sackett Lake Road in the Town (the "Project");

WHEREAS, the Parties wish to enter into this Agreement to set forth terms and conditions of having funds available to pay for the costs of any decommissioning of the Project; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. At the start of construction of the Project, Owner agrees to deposit sixty-thousand dollars (\$60,000) in a special purpose account designated in writing by the Town (the "Decommissioning Account"). At the end of each anniversary year of operation of the Project (the "Anniversary Date"), Owner agrees to deposit an additional 2.5% of the then existing amount in the Decommissioning Account on the Anniversary Date, as described in greater detail on Schedule I attached hereto. The Parties agree that the amount in the Decommissioning Account shall be used solely to pay for any decommissioning costs of the Project. Provided Owner complies with its obligations to deposit funds into the Decommissioning Account in accordance with this Agreement, Owner shall have no further payment obligations in connection with funding the Decommissioning Account during the operation of the Project; provided, however, in the event the actual decommissioning costs exceed the amount in the Decommissioning Account, Owner shall be responsible for any such excess costs, provided such excess costs are not as a result of the Town using any amount in the Decommissioning Account for any reason other than to pay for decommissioning costs of the Project in accordance with this Agreement. In the event the Town uses any amount in the Decommissioning Account for any reason other than to pay for decommissioning costs in accordance with this Agreement, the Town shall be responsible to pay for such amount used and shall indemnify and hold harmless Owner and the landowner of the Project, if different from Owner, from any claim, loss, damage, liability or costs (including any reasonable attorney costs) arising from such use of funds for reasons other than to pay for decommissioning costs in accordance with this Agreement.

2. On or about the tenth (10th) Anniversary Date and the fifteenth (15th) Anniversary Date, the Town shall have the option, at its sole cost and discretion, for its engineers or other professional consultants to re-evaluate and recalculate the anticipated cost of decommissioning the Project, taking into account the then-current salvage value of the Project, in order to determine whether the amount then on deposit in the Decommissioning Account is sufficient to pay in full the then-anticipated cost of decommissioning the Project. The Town shall notify Owner in writing of any additional sum that will be required for the Decommissioning Account to have sufficient funds to pay the then-anticipated cost of decommissioning the Project based upon the aforesaid re-evaluation and recalculation. Owner shall, within thirty (30) days of notice by the Town, pay to the Town, for deposit in the Decommissioning Account, the sum required to bring the balance on deposit therein to the amount required for the then anticipated cost of decommissioning the Project. Thereafter, Owner shall continue to annually deposit an additional 2.5% of the then existing amount in the Decommissioning Account on the Anniversary Date. In the event the funds in the Decommissioning Account are deemed in excess of the anticipated cost of decommissioning the Project following any such re-evaluation and recalculation, the Town shall return to Owner any such excess funds. Owner's obligation to annually deposit an additional 2.5% of the then existing amount in the

Decommissioning Account on the Anniversary Date shall continue unless otherwise mutually agreed, in writing, by the Parties at such time.

3. The Parties agree that the decommissioning process of the Project may commence (and the funds to pay for the cost of any such decommissioning from the Decommissioning Account may be used) for the following reasons: (a) Owner provides written notice to the Town of its intent to retire or decommission the Project (the "Owner Decommissioning Notice"), (b) construction of the Project has not started within eighteen (18) months of site plan being approved by the Town, or (c) the Project ceases to be operational for more than twelve (12) consecutive months. The Town shall provide Owner thirty (30) days written notice (the "Town Decommissioning Notice") prior to the commencement of any decommissioning of the Project by the Town. In event the Owner fails to decommission the Project within one-hundred eighty (180) days after providing Owner Decommissioning Notice or fails to respond with a reasonable explanation for the delay in the construction or cessation of operation of the Project within 30 days of the Town Decommissioning Notice, the Town may commence the decommissioning of the Project. For the purposes of this Agreement, "ceases to be operational" shall mean no generation of electricity, other than due to repairs to the Project or causes beyond the reasonable control of Owner.

4. Upon removal of the infrastructure and disposal of any component of the Project from the site on which the Project is built, or in the event the Town becomes owner of the Project, any and all amount remaining in the Decommissioning Account shall be returned to Owner.

5. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. Owner may assign this Agreement to any subsidiary, or purchaser or transferee of the Project. The Parties agree to execute and deliver any additional document or take any further action as reasonably requested by the other party to effectuate the purpose of this Agreement. The Parties agree that Owner shall have the option to replace the funds in the Decommissioning Account with a commercially reasonable decommissioning bond.

6. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York.

7. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their names to be signed hereto by their respective representatives thereunto duly authorized as of the date first above written.

TOWN OF _____

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE I

Decommissioning Fund (Deposits)		
Timeframe (Year)	Amount (\$)	Cumulative (\$)
Start of Construction	60,000	60,000
1	1,500	61,500
2	1,538	63,038
3	1,576	64,613
4	1,615	66,229
5	1,656	67,884
6	1,697	69,582
7	1,740	71,321
8	1,783	73,104
9	1,828	74,932
10	1,873	76,805
11	1,920	78,725
12	1,968	80,693
13	2,017	82,711
14	2,068	84,778
15	2,119	86,898
16	2,172	89,070
17	2,227	91,297
18	2,282	93,580
19	2,339	95,919
20	2,398	98,317

DECOMMISSIONING AGREEMENT

This DECOMMISSIONING AGREEMENT (this "Agreement") dated as of August __, 20__ (the "Effective Date") is made by and among the Town of Thompson (the "Town") and _____ ("Owner", together with the Town, the "Parties").

WHEREAS, Owner intends to build a 1.75MW ac solar energy generation project on property located on the northeast corner of South Maplewood Road and Sackett Lake Road in the Town (the "Project");

WHEREAS, the Parties wish to enter into this Agreement to set forth terms and conditions of having funds available to pay for the costs of any decommissioning of the Project; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. At the start of construction of the Project, Owner agrees to deposit sixty-thousand dollars (\$60,000) in a special purpose account designated in writing by the Town (the "Decommissioning Account"). At the end of each anniversary year of operation of the Project (the "Anniversary Date"), Owner agrees to deposit an additional 2.5% of the then existing amount in the Decommissioning Account on the Anniversary Date, as described in greater detail on Schedule I attached hereto. The Parties agree that the amount in the Decommissioning Account shall be used solely to pay for any decommissioning costs of the Project. Provided Owner complies with its obligations to deposit funds into the Decommissioning Account in accordance with this Agreement, Owner shall have no further payment obligations in connection with funding the Decommissioning Account during the operation of the Project; provided, however, in the event the actual decommissioning costs exceed the amount in the Decommissioning Account, Owner shall be responsible for any such excess costs, provided such excess costs are not as a result of the Town using any amount in the Decommissioning Account for any reason other than to pay for decommissioning costs of the Project in accordance with this Agreement. In the event the Town uses any amount in the Decommissioning Account for any reason other than to pay for decommissioning costs in accordance with this Agreement, the Town shall be responsible to pay for such amount used and shall indemnify and hold harmless Owner and the landowner of the Project, if different from Owner, from any claim, loss, damage, liability or costs (including any reasonable attorney costs) arising from such use of funds for reasons other than to pay for decommissioning costs in accordance with this Agreement.

2. On or about the tenth (10th) Anniversary Date and the fifteenth (15th) Anniversary Date, the Town shall have the option, at its sole cost and discretion, for its engineers or other professional consultants to re-evaluate and recalculate the anticipated cost of decommissioning the Project, taking into account the then-current salvage value of the Project, in order to determine whether the amount then on deposit in the Decommissioning Account is sufficient to pay in full the then-anticipated cost of decommissioning the Project. The Town shall notify Owner in writing of any additional sum that will be required for the Decommissioning Account to have sufficient funds to pay the then-anticipated cost of decommissioning the Project based upon the aforesaid re-evaluation and recalculation. Owner shall, within thirty (30) days of notice by the Town, pay to the Town, for deposit in the Decommissioning Account, the sum required to bring the balance on deposit therein to the amount required for the then anticipated cost of decommissioning the Project. Thereafter, Owner shall continue to annually deposit an additional 2.5% of the then existing amount in the Decommissioning Account on the Anniversary Date. In the event the funds in the Decommissioning Account are deemed in excess of the anticipated cost of decommissioning the Project following any such re-evaluation and recalculation, the Town shall return to Owner any such excess

funds. Owner's obligation to annually deposit an additional 2.5% of the then existing amount in the Decommissioning Account on the Anniversary Date shall continue unless otherwise mutually agreed, in writing, by the Parties at such time.

3. The Parties agree that the decommissioning process of the Project may commence (and the funds to pay for the cost of any such decommissioning from the Decommissioning Account may be used) for the following reasons: (a) Owner provides written notice to the Town of its intent to retire or decommission the Project (the "Owner Decommissioning Notice"), (b) construction of the Project has not started within eighteen (18) months of site plan being approved by the Town, or (c) the Project ceases to be operational for more than twelve (12) consecutive months. The Town shall provide Owner thirty (30) days written notice (the "Town Decommissioning Notice") prior to the commencement of any decommissioning of the Project by the Town. In event the Owner fails to decommission the Project within one-hundred eighty (180) days after providing Owner Decommissioning Notice or fails to respond with a reasonable explanation for the delay in the construction or cessation of operation of the Project within 30 days of the Town Decommissioning Notice, the Town may commence the decommissioning of the Project. For the purposes of this Agreement, "ceases to be operational" shall mean no generation of electricity, other than due to repairs to the Project or causes beyond the reasonable control of Owner.

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5. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. Owner may assign this Agreement to any subsidiary, or purchaser or transferee of the Project. The Parties agree to execute and deliver any additional document or take any further action as reasonably requested by the other party to effectuate the purpose of this Agreement. The Parties agree that Owner shall have the option to replace the funds in the Decommissioning Account with a commercially reasonable decommissioning bond.

6. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York.

7. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their names to be signed hereto by their respective representatives thereunto duly authorized as of the date first above written.

TOWN OF _____

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE I

Decommissioning Fund (Deposits)		
Timeframe (Year)	Amount (\$)	Cumulative (\$)
Start of Construction	\$52,500.00	\$52,500.00
1	\$1,312.50	\$53,812.50
2	\$1,345.31	\$55,157.81
3	\$1,378.95	\$56,536.76
4	\$1,413.42	\$57,950.18
5	\$1,448.75	\$59,398.93
6	\$1,484.97	\$60,883.90
7	\$1,522.10	\$62,406.00
8	\$1,560.15	\$63,966.15
9	\$1,599.15	\$65,565.31
10	\$1,639.13	\$67,204.44
11	\$1,680.11	\$68,884.55
12	\$1,722.11	\$70,606.66
13	\$1,765.17	\$72,371.83
14	\$1,809.30	\$74,181.13
15	\$1,854.53	\$76,035.65
16	\$1,900.89	\$77,936.55
17	\$1,948.41	\$79,884.96
18	\$1,997.12	\$81,882.08
19	\$2,047.05	\$83,929.13
20	\$2,098.23	\$86,027.36

Invoice

B. 4020.400

KOFILE TECHNOLOGIES
(Formerly Known as Kofile Preservation, Inc. and
Kofile Solutions, Inc.)

3275

Invoice No Page
219495 1
Invoice date
8/11/2017

PO BOX 541028
DALLAS, TX 75354
Tel: 214-351-4800
AR@kofile.us

Bill To:
TOWN OF THOMPSON
TOWN CLERK'S OFFICE
4052 RTE 42
Monticello, NY 12701

Ship To:
TOWN OF THOMPSON
TOWN CLERK'S OFFICE
4052 RTE 42
Monticello, NY 12701

Customer # **Order Number** **Customer PO** **Payment Terms** **Sales Rep**
NYTHOM 2020886 IMMEDIATE 102 Joe Degnan

Quantity	Item No.	Description	Unit Price	Extended Price
1.0000	20020	Deaths 1950-54	1,230.0000	1,230.00
1.0000	20020	Deaths 1958-61	1,235.0000	1,235.00

Mailee J. Colborn

Subtotal: 2,465.00
Freight: 25.00
Sales tax: 0.00
Total Invoice Amount 2,490.00

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

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$1250.00

We are requesting permission to pay the attached invoice for Reliant Water Technologies for the purchase of a Wet Well Wizard Lift Station Aeration System and a Reliant Water Sound Suppressing Cover for Anawana Pump Station.

Reliant Water Technologies - Invoice #8217 - \$7,210.00

Grand total due: \$7,210.00

Procurement: Sole source procurement.

RELIANT

Water Technologies

141 Robert E. Lee Blvd - #284
New Orleans, LA 70124
Tel 504-400-1239
FAX 504-242-8887
Email: sales@reliantwater.us.com

Quotation

Number
12716

Date
12/13/16

TO: Mr. Keith Rieber
Town of Thompson W&S Dept.
Thompson, NY

Item No.	Description	Quantity	Each	Extended
1	One Reliant Water Wet Well Wizard Lift Station Aeration System, complete with 35' of reinforced polyurethane double-walled hose, stainless steel or brass hose fittings, one 1.5 HP 120V, 1 phase, 60Hz regenerative blower with air filtration system, with single outlet for 1 Wizard, pressure relief valve and inches of water gauge, with installation manual	1 system	\$6,020/sys	\$6,020.00
2	Reliant Water Weather cover	1 each	470ea	470.00
3	Reliant Water Sound Suppressing Cover	1 each	895ea	895.00

Freight from New Orleans, LA to be added

Please note the following:

1. This quotation is limited to supplying the equipment described above. It does not include any materials except that which are specifically listed above.
2. This quotation includes one set of instruction manuals per system ONLY.
3. Terms: Net 30 days
FOB: Point of manufacture
Quote valid: 60 days
Delivery: Within 20 days from receipt of order

Thank you for your interest in Reliant Water Technologies.
Best regards,



Jim Dartez

\$ 6,915.00
plus shipping

H SWI
APB

Remit to: **RELIANT**
Water Technologies

INVOICE

141 Robert E. Lee Blvd - #284
New Orleans, LA 70124
Tel 504-400-1239
FAX 504-242-8887
Email: sales@reliantwater.us.com

INVOICE NO.
8217

INVOICE DATE
8/10/17

SHIP TO: **Town of Thompson**
128 Rock Ridge Drive
Kiamesha Lake, NY 12751

SOLD TO: **Town of Thompson**
4052 Route 42
Monticello, NY 12701

PURCHASE ORDER NUMBER	DATE ORDERED	DATE SHIPPED	SHIP VIA	PAYMENT DUE
Email Rieber 7/10	7/10/17	8/10/17	SE Freight	Net 30 Days

Item	Description	Qty	Price	Total
1	Reliant Water Wet Well Wizard Lift Station Aeration System, complete with 35' of polyurethane reinforced hose, stainless steel or brass hose fittings, one 1.5HP 120V, 1 phase, 60 Hz regenerative blower with air filtration system, pressure relief valve, single port manifold with inches of water gauge, and installation instruction manual	1	\$6,020ea	\$6,020.00
2	Reliant Water Sound Suppressing Cover	1	895ea	895.00
			Sub-Total	6,915.00
			Freight	295.00
			Total Due	\$7,210.00

Bank Transfer Information

Beneficiary Bank – Capital One Bank, 7033 Canal Blvd., New Orleans, LA 70124, Telephone 504-533-5428 – Swift Code HIBKUS44
Beneficiary Bank Routing Number 065000090, Beneficiary – Reliant Water Technologies, Account #2082763825

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

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$1250.00

We are requesting permission to pay the attached invoice for Schmidt's Wholesale, Inc. for the purchase of a complete Badger Cellular Starter Kit including 10 Badger Endpoint Water Meters, 1 Badger Orion Cellular Service Unit, and 3 hours Badger Utility Training on-line for the Adelaar Water District.

Schmidt's Wholesale, Inc. - Invoice #963581 - \$2,250.00

Grand total due: \$2,250.00

Procurement: Sole source procurement.



SCHMIDTS WHOLESALE, INC.

P.O. BOX 5100
 MONTICELLO, NY 12701
 WWW.SCHMIDTSWHOLESALE.COM

INVOICE

Phone 845-794-5900
 Fax 845-794-6142

Page 1/2

Sold To

TOWN OF THOMPSON - SEWER & H2O
 SEWER & WATER
 4052 RTE 42
 MONTICELLO NY 12701

Ship To

TOWN OF THOMPSON/SEWER PLANT
 128 ROCK RIDGE DRIVE
 KIAMESHIA NY 12751

Telephone# 845-794-5280

Telephone#

Customer # 0000574	Order Date 05/15/2017	Sales Order # 963581	Buyer	Customer P/O # -	Ship Via DIRECT SHIP	Salesman 99
Invoice # 963581	Invoice Date 08/03/2017	Ship Date 08/03/17	Freight Terms PREPAID	Job Number	Terms NET 30 DAYS	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSION
					***** Invoice Message ***** Quote Number Q076004 *****			
1	1	1		SP*084994	BADGER CELLULAR STARTER KIT: TECHNOLOGY: TEN (10) ORION LTE CELLULAR ENDPOINTS AND HR-E LCD ENCODERS WITH 25' LEAD W/TWIST TIGHT CONNECTOR-10" FROM ENDPOINT, PROGRAMED FOR RCDL25 (1) LTE ORION CELLULAR ENDPOINT (4) MONTHS OF HOURLY ENDPOINT READ DATA PROVIDED VIA DAILY ENDPOINT CALL-IN SOFTWARE: BEACON AMA SOFTWARE HOSTED ACCESS TO ENDPOINT READING DATA EYEON WATER ONLINE CONSUMER ENGAGEMENT MODULE BEACON TOOL ORION CELLULAR ENDPOINT INSTALLATION SMARTPHONE APP TRAINING: 3 TRAINING SESSION	Ea	2250.00	\$2250.00
	10	10		SP*097354	BADGER RCLD25 HRE-LCD ENDPOINT, GALLONS, 25FT LEAD,			
	1	1		SP*097355	BADGER UTILITY TRAINING TRAINING ONLINE, 3HOURS			

RECEIVED
 AUG 09 2017

TOWN OF THOMPSON
 SEWER & WATER DEPT.



SCHMIDTS WHOLESALE, INC.

P.O. BOX 5100
 MONTICELLO, NY 12701
 WWW.SCHMIDTSWHOLESALE.COM

INVOICE

Phone 845-794-5900
 Fax 845-794-6142

Page 2 / 2

Sold To

TOWN OF THOMPSON - SEWER & H2O
 SEWER & WATER
 4052 RTE 42
 MONTICELLO NY 12701

Ship To

TOWN OF THOMPSON/SEWER PLANT
 128 ROCK RIDGE DRIVE
 KIAMESHIA NY 12751

Telephone# 845-794-5280

Telephone#

Customer # 0000574	Order Date 05/15/2017	Sales Order # 963581	Buyer	Customer P/O # -	Ship Via DIRECT SHIP	Salesman 99
Invoice # 963581	Invoice Date 08/03/2017	Ship Date 08/03/17	Freight Terms PREPAID	Job Number	Terms NET 30 DAYS	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSION
	1	1		SP*097356	BADGER ORION CELLULAR LTE SERVICE UNIT			

RECEIVED
 AUG 09 2017
 TOWN OF THOMPSON
 SEWER & WATER DEPT.

Brass material with a lead content over 0.25% cannot be used in potable water systems per the Safe Drinking Water Act.

Terms & Conditions
 We do not accept returns on brass material that have a lead content over 0.25%.

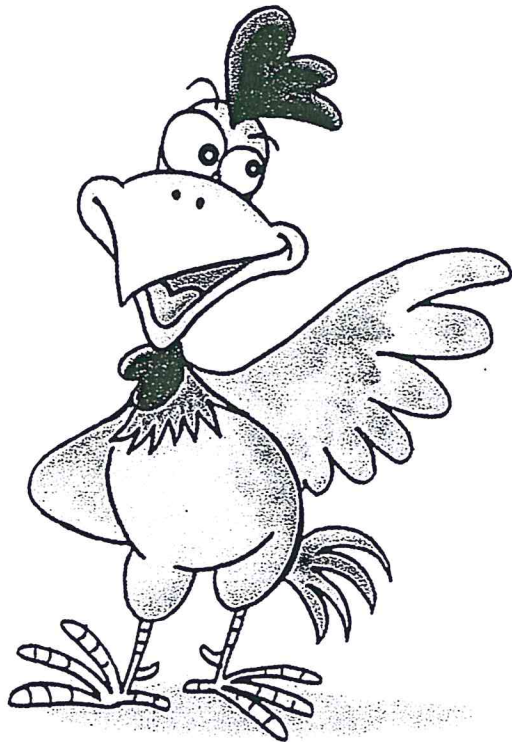
Merchandise	2,250.00
Freight	0.00
Misc Charges	0.00
Sub Total	2,250.00
Taxable	0.00
Tax (99)	0.00
TOTAL	\$2,250.00

Customer Copy

Pay By 09/02/2017

Writer: REI

FYI



JUNE 7TH

JULY 5TH

AUGUST 2ND

SEPT. 6TH

DRIVE THRU

CHICKEN BBQ

FROM 4^{PM} TO 7^{PM}
OR WITH SALAD OUT

BBQ Chicken

To Go

**Includes half
chicken, corn,
salad and dessert**

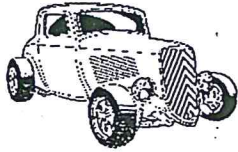
\$12.00

**Pick up at the
Lodge**



**MONTICELLO ELKS
LODGE #1544**

46 North Street
Monticello, NY
845-794-1544



MTA CARS, COFFEE, AND BIKES

Sunday, September 10 at Monticello High School from 9 AM to 12 PM

The Monticello Teachers' Association will be hosting its first Car and Bike meet to benefit The Monticello Teachers' Association scholarship fund.

All makes and models are welcome! Come show off your rides and help support students from the community.

\$5 vehicle entry/ Donation to benefit the MTA Scholarship Fund

Other activities include:

- 50/50 Raffle
- Music
- Coffee/Bagel Vendor
- Junk in the Trunk swap meet where you can sell or trade car parts, antiques, and other memorabilia for a \$10 vendor fee.

For more information, please contact Jon Hannes at (845) 325-9333 or visit the MTA Cars, Coffee, and Bikes Facebook page.

Town of Deerpark
Office of the Town Clerk
420 Route 209
Huguenot, New York 12746
845-856-2210 ext. 2 Fax 845-856-0396
FloSTC@aol.com

Memorial Service
Monday, September 11, 2017

On Monday, September 11th 2017 at 8:30 a.m. we at the Town of Deerpark Town Hall, 420 Route 209 Huguenot, will hold a Memorial Service for the 16th Anniversary of the attacks on our country in New York City, Washington D.C. and Pennsylvania.

Please come and join us in this tribute to all our fallen heroes of that day 16 years ago.

We ask anyone who is a Fireman, Policeman, EMT, Military Serviceman, or anyone who has family or friends involved in this tragedy to come be with us on this morning to pay our tribute to them.

We extend this welcome to our Congressman Sean Maloney; Senator John Bonacic; State Assemblyman Karl Brabenec; Orange County Executive Steve Neuhaus; our Orange, Sullivan, New Jersey and Pike County Legislators, County Officials, and to all our neighbors in our surrounding towns, cities, and villages.

Our students from Port Jervis School District will be participating in our memorial service. We will be reading names of our military on active duty.

Deerpark's memorial site was greatly enhanced 7 years ago with an I-Beam artifact from the Twin Towers along with two flags that were flown at the World Trade Center Site, and then with a Flag of Honor, donated by Senator Bonacic.

Please join us as we show our respect with a service beginning at 8:30 a.m., with a moment of silence at 8:46 a.m. Refreshments will be provided after the service.

Flo Santini, Town Clerk, Town of Deerpark

Please post on your community bulletin board and or announce with community services.

JOIN THE
FIGHT FOR
ALZHEIMER'S
FIRST SURVIVOR.



Walk to End Alzheimer's - Montgomery
Thomas Bull Memorial Park
Saturday, October 7th
Registration at 9:00 am

NATIONAL PRESENTING SPONSOR

Edward Jones[®]

OrangeSullivanWalk.org

