

TOWN OF THOMPSON

-Meeting Agenda-

TUESDAY, MARCH 20, 2018

7:30 P.M.

PUBLIC HEARING: PROPOSED LOCAL LAW NO. 01 OF 2018 AMEND CHAPTER 8 OF TOWN CODE RE: COURT CLERK POSITIONS

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: March 06, 2018 Regular Town Board Meeting

PUBLIC COMMENT:

CORRESPONDENCE:

- **SC IDA:** Letter dated 02/23/18 to Assessor Krzywicki Re: Project Termination Agreement for Hudson River Healthcare, Inc. Effective 01/01/2018.
- **SC IDA:** 2018 Distribution of PILOT Payments – Check #1225, Dated: 02/27/18 for \$634.21 (1 Project).
- **Sullivan Renaissance:** Letter dated 03/01/18 to Supervisor Rieber Re: 2018 Municipal Partnership Grant Program and Receipt of Check # 005624, Dated: 02/23/18 for \$25,000.00 for Phase I.
- **Environmental Design & Research:** Letter dated 03/06/18 Re: Entertainment Village Hotel – Notice of Adoption of SEQRA Negative Declaration for Minor Amendment, EDR Project No. 16093.
- **Supervisor Rieber:** Letter dated 03/09/18 to Monticello Housing Authority Re: Support of Community Garden Project
- **Sullivan County Treasurer's Office:** 4th Quarter Mortgage Tax Payment, Check #2861 dated 03/12/18 for \$45,259.07.

AGENDA ITEMS:

- 1) **Action: Proposed Local Law No. 1 of 2018** – Amend Chapter 8 of Town Code Re: Court Clerk Positions – Resolution to Enact Local Law No. 2 of 2018
- 2) **Appoint Lisette DeJesus to Deputy Court Clerk II Position**
- 3) **Discussion: Proposed Local Law to Amend Chapter 218 Re: "Cold War Veterans Exemption"**
- 4) **Waschitz Pavloff CPA LLP: Approve and Authorize Execution of Engagement Letters for Justice Court & Town Financial Statements for 2016**
- 5) **Highway Department: Award Bids** – Vehicle & Equipment Replacement Parts, Fiber-Reinforced Bituminous-Membrane Surface Treatment and Self-Supporting Dome Salt Storage Building
- 6) **Progress Report on Old Route 17 Economic Development Corridor Study**
- 7) **Resolution to Approve and Authorize Execution of Agreement between MH&E and Town of Thompson for Site Inspection Fees for Entertainment Village**
- 8) **Discuss Delaying Issuance of Tow Licenses due to Property Code Violations**
- 9) **Water & Sewer Department: Promote Employee Richard J. Heins to Sewer Plant Operator Trainee with Grade C Water License**
- 10) **Emerald Green Sewer Treatment Plant – Report on Notice of Violation from NYSDEC**
- 11) **Discussion: Proposed Local Law to Amend Town Sewer Ordinance to Require Backflow Valves**
- 12) **Bills Over \$1,250.00**
- 13) **Budget Transfers & Amendments**
- 14) **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 February 21, 2018, a proposed Local Law No. 01 of 2018, entitled "A local law to amend Chapter 8 of the Town of Thompson Code regarding Court".

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 March 20, 2018 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 the Town Justice Court Clerk positions from Clerk and Deputy Clerk to Clerk, Deputy Clerk I, and Deputy Clerk II.

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: February 21, 2018

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF THOMPSON
MARILEE J. CALHOUN, TOWN CLERK

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

Town of Thompson

Proposed
Local Law No. 1 of the year 2018

A local law to amend Chapter 8 of the Town of Thompson Code regarding Court entitled "A Local Law to amend Chapter 8 of the Code of the Town of Thompson".

Be it enacted by the Town Board of the

Town of Thompson

1. Chapter 8 Article I entitled "Clerk and Deputy Clerk", is amended as follows:

§8-1. Positions created.

There are hereby created the positions of Clerk, Deputy Clerk I, and Deputy Clerk II of the Town Justice Court of the Town of Thompson.

§8-2. Appointment; term.

The positions of Clerk, Deputy Clerk I, and Deputy Clerk II of the Town Justice Court of the Town of Thompson shall be filled by appointment by the Town Board of the Town of Thompson. The term of office of the Clerk, Deputy Clerk I, and Deputy Clerk II of the Town Justice Court shall be one year.

2. For the remainder of the Chapter, any reference to Clerk and Deputy Clerk shall be amended to read Clerk, Deputy Clerk I, and Deputy Clerk II.

3. Except as herein specifically amended, the remainder of Chapter 8 of such Code shall remain in full force and effect.

4. 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.

5. Except as herein otherwise provided penalties for the violation of this local law, any person committing an offense against any provision of the chapter of the Code of the Town of Thompson shall, upon conviction thereof, be punishable as provided in Chapter 1, General Provisions, Article II, of such Code.
6. 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. Proposed 1 of 2018 of the Town of Thompson was duly passed by the Town Board on _____, 2018 in accordance with the applicable provisions of law.

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

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

3. (Final adoption by referendum)

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

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

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

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

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

Proposed

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 2018 of the City of _____ having been submitted to referendum pursuant to the provisions of sections 36/37 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at a special/general election held on _____ 2018 became operative.

6. (County local law concerning adoption of Charter)

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

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

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

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

Date: _____, 2018

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

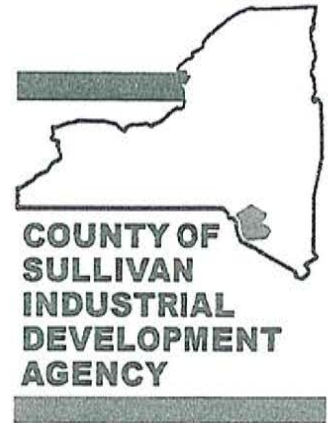
STATE OF NEW YORK
COUNTY OF SULLIVAN

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

Date: _____, 2018

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

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



February 23, 2018

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

**Re: County of Sullivan Industrial Development Agency with Hudson River
Healthcare, Inc.**

Dear Mr. Krzywicki,

TERMINATED PILOT

Effective January 1, 2018, the Lease to Agency, Leaseback to Company, and Project Documents by and between the County of Sullivan Industrial Development Agency and Hudson River Healthcare, Inc. were terminated.

Enclosed please find copies of the Project Termination Agreement, Memorandum of Termination of Lease to Agency, and Memorandum of Termination of Leaseback to Company for your records.

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

Sincerely,

A handwritten signature in cursive script that reads "Jennifer M. Flad".

Jennifer M. Flad
Executive Director

enclosures

cc: **Mr. William J. Rieber, Jr., Supervisor, Town of Thompson**
Mr. Joshua Potosek, Sullivan County Manager
Mr. Luis Alvarez, Chairman, Sullivan County Legislature
Ms. Nancy Buck, Sullivan County Treasurer
Mr. Doug Solomon, Mayor, Village of Monticello
Ms. Tammy Mangus, Superintendent, Monticello Central School District
Ms. Chris Rice, Administrative Assistant/ Treasurer, Monticello Central School District

PROJECT TERMINATION AGREEMENT

THIS PROJECT TERMINATION AGREEMENT ("Agreement") effective as of the 1st day of January, 2018 ("Termination Date") by and between the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and public benefit corporation of the State of New York, having its principal offices at One Cablevision Center, Ferndale, New York 12734 ("Agency") and HUDSON RIVER HEALTHCARE, INC., a New York not-for-profit corporation with a mailing address of 1200 Brown Street, 3rd Floor, Peekskill, New York 10566 ("Company").

WHEREAS, on or about June 30, 2010, the Agency and the Company entered into a lease/leaseback transaction to facilitate the (i) acquisition, renovation and equipping of two (2) separate buildings located at 19 Lakewood Avenue ("19 Lakewood") and 23 Lakewood Avenue ("23 Lakewood" together with 19 Lakewood Avenue collectively, the "Properties") consisting of approximately 11,144 square feet in the aggregate (collectively, the "Building") situate on two (2) parcels of real estate consisting of approximately 0.716 acres located at 19 Lakewood and approximately 1.1519 acres located at 23 Lakewood in the Village of Monticello, Town of Thompson ("Town"), County of Sullivan ("County"), State and identified on the Town tax map as Section 115, Block 6, Lots 29 and 30 ("Land") to be sub-leased to the Agency by the Company; (ii) acquisition and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools ("Equipment"); (iii) construction of improvements to the Building, the Land and Equipment (collectively, the Building, the Land and the Equipment are referred to as the "Facility" or the "Project"; and (iv) lease of the Agency's sub-lease interest from the Agency back to the Company; and

WHEREAS, the Agency and the Company entered into the following documents:

1. Lease to Agency and memorandum thereto (collectively, the "Lease Agreement"); and
2. Leaseback to Company and memorandum thereto (collectively, the "Leaseback Agreement" together with the Lease Agreement, collectively referred to as the "Lease"); and
3. Payment in Lieu of Tax Agreement ("PILOT Agreement").

The documents listed in (1) through (3) listed above are collectively referred to as the "Project Documents"; and

WHEREAS, as per Section 2.5 of the Leaseback Agreement by and between the Agency and the Company, the Lease terminates in 2037 ("Termination Date"); and

WHEREAS, Section 8.1 of the Leaseback Agreement reads:

"8.1. Early Termination of Agreement.

- (a) The Company shall have the option at any time to terminate this Leaseback Agreement upon filing with the Agency a certificate signed by an authorized

representative of the Company stating the Company's intention to do so pursuant to this Section 8.1 and upon compliance with the requirements set forth in Section 8.2 hereof.

(b) The Agency shall have the option at any time to terminate this Leaseback Agreement and to demand immediate payment in full of the rental reserved and unpaid as described in Section 2.6 hereof, the sums due under Sections 3.3 or 3.7 hereof, and all other payments due under this Leaseback Agreement, upon written notice to the Company of the occurrence of an Event of Default hereunder."

; and

WHEREAS, the Company wishes to terminate the Company's lease/leaseback transaction as contemplated by Paragraph 8.1 of the Leaseback to Company Agreement as of January 1, 2018; and

WHEREAS, the Agency and the Company have agreed to terminate the Project.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Termination of Lease. Contemporaneously with execution of this Agreement, the Company and the Agency shall terminate the Agency's leasehold interest in the Project. The termination of the Lease shall be evidenced by the execution and recording of a Memorandum of Termination of Lease to Agency.

2. Termination of Leaseback. Contemporaneously with execution of this Agreement, the Agency and the Company shall terminate the Company's leasehold interest in the Project. The termination of the Leaseback shall be evidenced by the execution and recording of a Memorandum of Termination of Leaseback to Company.

3. Termination of Project Documents. The Project Documents are hereby terminated, except the rights of the Agency granted pursuant to Sections 2.6, 3.3 and 3.7 of the Leaseback Agreement and Section 1.3 of the PILOT Agreement.

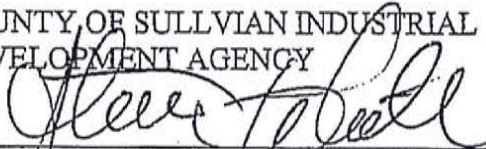
4. Company Obligations. All fees and expenses associated with the termination of the Project shall be paid by the Company.

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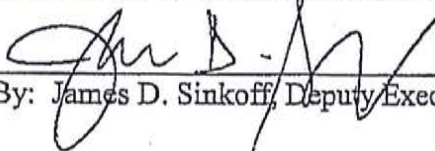
IN WITNESS WHEREOF, the Company and Agency have caused this Agreement to be executed in their respective names, all as of the date first above written.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY



By: Steve White, Chief Executive Officer

HUDSON RIVER HEALTHCARE, INC.



By: James D. Sinkoff, Deputy Executive Officer & CFO

MEMORANDUM OF TERMINATION OF LEASE TO AGENCY

THIS MEMORANDUM OF TERMINATION OF LEASE TO AGENCY, is effective as of the 1st day of January, 2018 by and between HUDSON RIVER HEALTHCARE, INC., a New York not-for-profit corporation with a mailing address of 1200 Brown Street, 3rd Floor, Peekskill, New York 10566 ("Company") and COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation organized and existing under the laws of the State of New York, with its principal offices at One Cablevision Center, Ferndale, New York 12734 ("Agency").

1. Reference to Lease: Lease to Agency, dated June 1, 2010 ("Lease Agreement"), a memorandum of which, dated June 1, 2010 was filed in the Sullivan County Clerk's Office as Instrument No. 2010-57001.

2. Description of the Leased Premises: Certain real property and improvements located at Lakewood Avenue, in the Village of Monticello, in the Town of Thompson, County of Sullivan, State of New York and identified on the tax map of the Town of Thompson as Section 115, Block 6, and Lots 29 and 30.

3. Termination of Lease: The Lease Agreement is terminated earlier as provided for in the Lease Agreement effective January 1, 2018.

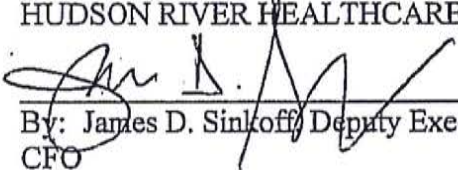
4. Rights of Extension or Renewal: None.

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Termination of Lease to Agency to be executed in their respective names, all as of the date first written above.

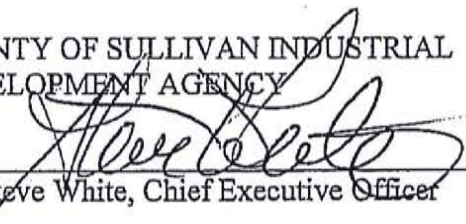
RECORD AND RETURN TO:

GARIGLIANO LAW OFFICES, LLP
449 Broadway, PO Drawer 1069
Monticello, New York 12701
Attn: Barbara A. Garigliano, Esq.

HUDSON RIVER HEALTHCARE, INC.



By: James D. Sinkoff Deputy Executive Officer &
CFO

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY


By: Steve White, Chief Executive Officer

STATE OF NEW YORK)
)ss:
COUNTY OF Westchester)

On the 29th day of January, in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared James D. Sinkoff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

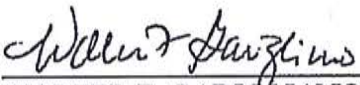


Notary Public

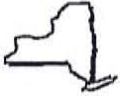
TRIFENE THOMAS
Notary Public, State of New York
No. 01TH6281205
Qualified in Dutchess County
Commission Expires 5/13/21

STATE OF NEW YORK)
)ss:
COUNTY OF SULLIVAN)

On the 31st day of January, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve White, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



WALTER F. GARIGLIANO
Notary Public, State of New York
Sullivan County Clerk #4
Commission Expires June 30, 2018



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) Hudson River Healthcare, Inc. Mailing address 1200 Brown Street, 3rd Floor City State ZIP code Peekskill NY 10566 Single member's name if grantor is a single member LLC (see Instructions)	Social security number Social security number Federal EIN Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) County of Sullivan Industrial Development Agency Mailing address One Cablevision Center City State ZIP code Ferndale NY 12734 Single member's name if grantee is a single member LLC (see Instructions)	Social security number Social security number Federal EIN Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
115-8-29 and 30	484601	19 and 23 Lakewood Avenue	Monticello	Sullivan

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; width: 100%;"> <tr> <td style="width: 30%; text-align: center;">01</td> <td style="width: 30%; text-align: center;">2018</td> </tr> <tr> <td style="font-size: small; text-align: center;">month</td> <td style="font-size: small; text-align: center;">year</td> </tr> </table>	01	2018	month	year	Percentage of real property conveyed which is residential real property _____ % (see Instructions)
01	2018						
month	year						

Condition of conveyance (check all that apply)

- | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Conveyance of fee interest

b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)

c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)

d. <input type="checkbox"/> Conveyance to cooperative housing corporation

e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)

h. <input type="checkbox"/> Conveyance of cooperative apartment(s)

i. <input type="checkbox"/> Syndication

j. <input type="checkbox"/> Conveyance of air rights or development rights

k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender

m. <input type="checkbox"/> Leasehold assignment or surrender

n. <input checked="" type="checkbox"/> Leasehold grant

o. <input type="checkbox"/> Conveyance of an easement

p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state

r. <input type="checkbox"/> Conveyance pursuant to divorce or separation

s. <input checked="" type="checkbox"/> Other (describe) <u>Memo of Term</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
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Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I — Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <input type="checkbox"/> Exemption claimed	1.	0	00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.	0	00
3	Taxable consideration (subtract line 2 from line 1)	3.	0	00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	0	00
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.	0	00
6	Total tax due* (subtract line 5 from line 4)	6.	0	00

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1	Enter amount of consideration for conveyance (from Part I, line 1)	1.	0	00
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)	2.	0	00
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.	0	00

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the NYC Department of Finance. If a recording is not required, send this return and your check(s) made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

MEMORANDUM OF TERMINATION OF LEASEBACK TO COMPANY

THIS MEMORANDUM OF TERMINATION OF LEASEBACK TO COMPANY, is effective as of the 1st day of January, 2018 by and between COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation organized and existing under the laws of the State of New York, with its principal offices at One Cablevision Center, Ferndale, New York 12734 ("Agency") and HUDSON RIVER HEALTHCARE, INC., a New York not-for-profit corporation with a mailing address of 1200 Brown Street, 3rd Floor, Peekskill, New York 10566 ("Company").

1. Reference to Lease: Leaseback to Company, dated June 1, 2010 ("Leaseback Agreement"), a memorandum of which, dated June 1, 2010 was filed in the Sullivan County Clerk's Office as Instrument No. 2010-57002.

2. Description of the Leased Premises: Certain real property and improvements located at Lakewood Avenue, in the Village of Monticello, in the Town of Thompson, County of Sullivan, State of New York and identified on the tax map of the Town of Thompson as Section 115, Block 6, and Lots 29 and 30.


3. Term of Lease: The Leaseback Agreement is terminated earlier as provided for in the Leaseback Agreement effective January 1, 2018.

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Termination of Leaseback to Company to be executed in their respective names, all as of the date first written above.

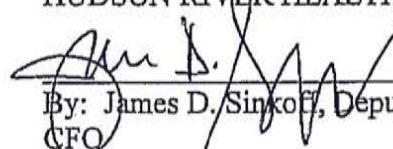
RECORD AND RETURN TO:

GARIGLIANO LAW OFFICES, LLP
449 Broadway, PO Drawer 1069
Monticello, New York 12701
Attn: Barbara A. Garigliano, Esq.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY

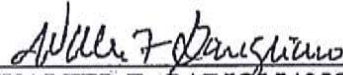

By: Steve White, Chief Executive Officer

HUDSON RIVER HEALTHCARE, INC.


By: James D. Sinkoff, Deputy Executive Officer &
CFO

STATE OF NEW YORK)
)ss:
COUNTY OF SULLIVAN)

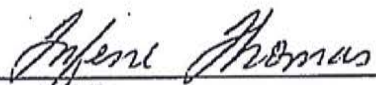
On the 31st day of January, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve White, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



WALTER F. GARIGLIANO
Notary Public, State of New York
Sullivan County Clerk #4
Commission Expires June 30, 2018

STATE OF NEW YORK)
)ss:
COUNTY OF Westchester)

On the 24th day of January, in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared James D. Sinkoff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
TRIFENE THOMAS
Notary Public, State of New York
No. 01TH6281205
Qualified in Dutchess County
Commission Expires 5/13/21



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-1, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) County of Sullivan Industrial Development Agency Mailing address One Cablevision Center City State ZIP code Ferndale NY 12734 Single member's name if grantor is a single member LLC (see Instructions)	Social security number Social security number Federal EIN Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) Hudson River Healthcare, Inc. Mailing address 1200 Brown Street, 3rd Floor City State ZIP code Peekskill NY 10666 Single member's name if grantee is a single member LLC (see Instructions)	Social security number Social security number Federal EIN Single member EIN or SSN

Location and description of property conveyed

Tax map designation -- Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
116-B-29 and 30	484601	19 and 23 Lakewood Avenue	Monticello	Sullivan

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="margin-left: 20px;"> <tr> <td style="border: 1px solid black; padding: 2px;">01</td> <td style="border: 1px solid black; padding: 2px;"> </td> <td style="border: 1px solid black; padding: 2px;">2018</td> </tr> <tr> <td style="font-size: 8px;">month</td> <td style="font-size: 8px;">day</td> <td style="font-size: 8px;">year</td> </tr> </table> Percentage of real property conveyed which is residential real property _____ 0% (see Instructions)	01		2018	month	day	year
01		2018						
month	day	year						

Condition of conveyance (check all that apply)

- | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Conveyance of fee interest

b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)

c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)

d. <input type="checkbox"/> Conveyance to cooperative housing corporation

e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)

h. <input type="checkbox"/> Conveyance of cooperative apartment(s)

i. <input type="checkbox"/> Syndication

j. <input type="checkbox"/> Conveyance of air rights or development rights

k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender

m. <input type="checkbox"/> Leasehold assignment or surrender

n. <input checked="" type="checkbox"/> Leasehold grant

o. <input type="checkbox"/> Conveyance of an easement

p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state

r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
s. <input checked="" type="checkbox"/> Other (describe) <u>Memo of Term</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

For recording officer's use	Amount received Schedule B, Part I \$ _____ Schedule B, Part II \$ _____	Date received	Transaction number
-----------------------------	--------------------------------------------------------------------------------	---------------	--------------------

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I — Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) Exemption claimed
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		0 00
2.		0 00
3.		0 00
4.		0 00
5.		0 00
6.		0 00

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		0 00
2.		0 00
3.		0 00

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the NYC Department of Finance. If a recording is not required, send this return and your check(s) made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

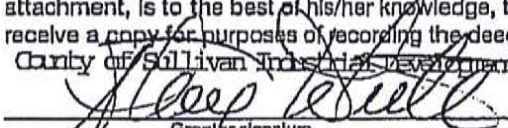
 - Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

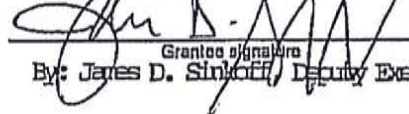
Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

County of Sullivan Industrial Development Agency

Hudson River Healthcare, Inc.


 By: Steve White, Chief Executive Officer


 By: James D. Sinkoff, Deputy Executive Officer & CFO

 Grantor signature Title Grantor signature Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

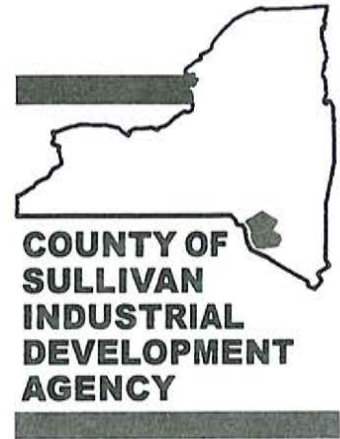
Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

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



February 27, 2018

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

Re: 2018 Distribution of PILOT Payments

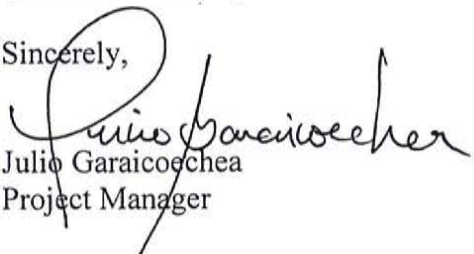
Dear Supervisor Rieber,

In accordance with the County of Sullivan Industrial Development Agency's ("IDA") current Payment In Lieu Of Tax agreements, enclosed please find IDA check # 1225 dated February 27, 2018 in the amount of \$634.21, payable to the Town of Thompson. This check relates to the projects listed below. This payment is detailed in the attached calculations.

Project Name	PILOT Payment Due Town of Thompson
Kaufman, Steven and Norman	\$634.21
TOTAL	\$ 634.21

Please do not hesitate to contact me if you have any questions. Thank you.

Sincerely,


Julio Garaicoechea
Project Manager

enc.

2018 PILOT CALCULATION
COUNTY OF SULLIVAN
INDUSTRIAL DEVELOPMENT AGENCY
 with
STEVEN L. KAUFMAN & NORMAN KAUFMAN

Village of Monticello SBL# 111.-4-27

TOTAL VALUE SUBJECT TO PILOT	EQUALIZATION RATE	VALUE SUBJECT TO TAX RATES	COUNTY	(Monticello) SCHOOL	(Monticello) VILLAGE	(Thompson) TOWN
\$251,445.00	88.00%	221,271.60	0.0093112150	0.0209298480	0.0237305700	0.0028661920

TAX RATE TOTALS	0.0093112150	0.0209298480	0.0237305700	0.0028661920
-----------------	--------------	--------------	--------------	--------------

AMOUNT OF TAX TO BE PAID TO MUNICIPALITIES	\$2,060.31	\$4,631.20	\$5,250.90	\$634.21
--------------------------------------------	------------	------------	------------	----------

TOTAL AMOUNT DUE 2/15/2018	\$12,576.62
-----------------------------------	--------------------

COUNTY OF SULLIVAN
INDUSTRIAL DEVELOPMENT AGENCY
ONE CABLEVISION CENTER
FERNDALE, NY 12734

JEFF BANK
www.jeffbank.com

1225
50-934/219
CHECK ARMOR

2/27/2018

PAY TO THE ORDER OF Town of Thompson

\$**634.21

Six Hundred Thirty-Four and 21/100***** DOLLARS

Town of Thompson
2052 Route 42
Monticello, New York 12701



AUTHORIZED SIGNATURE



MEMO
PILOT Distribution #4 02272018

⑈001225⑈ ⑆021909342⑆ 31 1420 1⑈

COUNTY OF SULLIVAN

INDUSTRIAL DEVELOPMENT AGENCY

1225

Town of Thompson

Kaufman, Steven & Norman

2/27/2018

634.21

FNBJ Checking

PILOT Distribution #4 02272018

634.21

SULLIVAN



RENAISSANCE

Sandra Gerry, Chair

STEERING COMMITTEE

Leni Binder
Daniel Briggs
Kathy Davidoff
Nathaniel DePaul
Gay Donofrio
Cora Edwards
Hon. Josephine Finn
Danielle Gaebel
Ruby Gold
Cindy Kashan
Jacquie Leventoff
Dali Levy
Barry Lewis
Lorraine Lopez-Janove
Steve Melendez
Klu Padu
Cathy Paty
Glenn Pontier
Joyce Salimeno-Gitlin
Jerry Skoda
Nicole Slevin
Fred Stabbert III
Anna Lise Dyhr Vogel
Rabbi Larry Zierler

STAFF

Denise Frangipane,
Executive Director
Helen Budrock
Kathleen Capozzoli
Cory Dame
Colleen Emery
Allen Frishman, Consultant
Carmela M. Hugel
Anne-Louise Scandariato
Christy TerBush
Diana K. Weiner

c/o Gerry Foundation
P O Box 311
Liberty, NY 12754
(845)295-2445
SullivanRenaissance.org
info@sullivanrenaissance.org
TDD: Dial 711

March 1, 2018

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

Dear Bill,

Congratulations on being selected to receive a Sullivan Renaissance 2018 **Municipal Partnership Grant**. This grant program, now in its third year, continues to yield tremendous results due to the participation of community leaders such as yourself.

Based on the information contained in your grant proposal, enclosed is a Phase I grant in the amount of **\$25,000** to assist the Town of Thompson's efforts to beautify public spaces, enhance code enforcement and build a healthier community. **Attached to this letter is an addendum with comments and recommendations from the grant review committee.**

The Municipal Partnership Grants will be formally announced at the Sullivan Renaissance Annual Conference on Saturday, April 28th at Bethel Woods Center for the Arts. The following week, you will receive a binder to document your project along with a merchant discount card, flower dollars, and other resources.

Your completed binder (consisting of a final report, photos and receipts) must be submitted no later than Monday, July 30th. Sullivan Renaissance judges will tour your municipality on Saturday, August 4th, and Phase II grants (prizes) will be announced at the Awards Ceremony on Monday, August 6th.

Phase II grants will be disbursed after verification of expenditures of at least \$50,000. Unless other arrangements have been made, the project must be completed and final documentation submitted no later than October 1st.

We ask that any documentation or publicity in connection with your project include the following language: *"Funding for this project was made possible in part by a Municipal Partnership Grant from Sullivan Renaissance."*

If you have any questions, or need assistance as you proceed, please do not hesitate to contact Helen Budrock at 845.295.2462.

Sincerely,


Denise Frangipane, Executive Director

*Bill: Thank you for
your continued
work & leadership.*

cc: Shannon Cilento, Sullivan County Division of Planning, 100 North Street, Monticello, NY

ADDENDUM

2018 MUNICIPAL PARTNERSHIP GRANT

GRANT REVIEW COMMITTEE COMMENTS AND RECOMMENDATIONS

FEBRUARY 9, 2018

TOWN OF THOMPSON

Rank: 4 of 7

Funding Requested: \$25,000

Status: Approved

- Sullivan Renaissance staff must approve the design for the new welcome sign and banners along the Route 42 corridor, pending the outcome of your rebranding campaign. Once a design is finalized, the Town should also consider applying for additional funds through Sullivan County's matching grant sign program. For more information, contact Shannon Cilento at the Sullivan County Division of Planning by phone at (845) 807-0529 or via e-mail at shannon.cilento@co.sullivan.ny.us
- Partner with Sullivan Renaissance staff to identify seasonal camps and bungalow colonies located along roadways leading to the new casino & wellness spa that may be eligible to apply for our Property Enhancement Grant program. Our seasonal consultant, Allen Frishman, can be reached by phone at _____ or via e-mail at afrishman@sullivanrenaissance.org
- Consider promoting the "Healthy Heart Trail" at Thompson Park by including it on the www.trailkeeper.org web site.

Gerry Foundation Inc
 To: TOWN OF THOMPSON 169349
 Invoice Number Date Description Amount Discount Paid Amount
 MUNI.GRNT PH I-2018 February 14, 2018 2018 PHASE I MUNI PARTNERSHIP \$25,000.00 \$0.00 \$25,000.00

Check Number: 005624
 Date: 02/23/2018

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

TOTALS: \$25,000.00 \$0.00 \$25,000.00

Gerry Foundation Inc
 One Cablevision Center
 Liberty, NY 12754

TD Bank
 005624
 1-1367/260

Pay Twenty Five Thousand Dollars and 00 Cents
 DATE Feb 23, 2018 AMOUNT \$25,000.00

to the Order of:

TOWN OF THOMPSON
 4052 ROUTE 42
 MONTICELLO, NY 12701

COPY

SIGNATURE HAS A COLOURED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑆005624⑆ ⑆026013673⑆ 4252185537⑆



Environmental Design & Research,
 Landscape Architecture, Engineering & Environmental Services, D.P.C.
 217 Montgomery Street, Suite 1000, Syracuse, New York 13202
 P. 315.471.0688 • F. 315.471.1061 • www.edrdpc.com



March 6, 2018

Town Board
 Town of Thompson, Town Board
 4052 Route 42
 Monticello, New York, 12701

**RE: Entertainment Village Hotel – Notice of Adoption of SEQRA Negative Declaration For Minor Amendment
 EDR Project No. 16093**

On behalf of the Town of Thompson, Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. is submitting this letter to provide information regarding the completed action and notice of the Town of Thompson Planning Board's (Planning Board) approval of a minor amendment to the previously approved Site Plan (the "Minor Amendment") for the Entertainment Village Hotel.

Adelaar Developer, LLC, EPT Concord II, LLC/EPR Concord II, L.P. & Empire Resorts Real Estate II, LLC amended the layout of the approved Entertainment Village Hotel ("Amended Project"). The Amended Project will include an approximate 69,000 square foot, four-story building adjacent to the Montreign Resort Casino and parking for 289 cars. The four-story building will include 105 hotel rooms as well as mixed use spaces for a coffee shop, restaurant, and retail shops. Upon review of the Amended Project, the Planning Board did not identify new potentially significant adverse environmental impacts that were not previously identified, analyzed, and mitigated in the previously approved Site Plan and determined that no supplemental environmental review is warranted or required. Accordingly, the Planning Board issued a Negative Declaration of Environmental Significance under the State Environmental Quality Review Act (SEQRA) for the Amended Project. The Planning Board determined that the Amended Project continues to substantially and materially conform with the PRD Comprehensive Development Plan

In accordance with SEQRA, the Planning Board, in its continuing role as SEQRA lead agency for the Entertainment Village Hotel, conducted a coordinated SEQRA review among Involved Agencies. Enclosed for your review please find the Planning Board's Negative Declaration (Environmental Assessment Form Part 3) and Resolutions adopting the Negative Declaration and approving the Minor Amendment. All related SEQRA documents, including, the Environmental Assessment Forms Parts 1 and 2 and SEQRA Technical Memorandum are available for public inspection at the Town of Thompson Town Hall.

Sincerely,

Jacob S. Runner
 Project Manager

Cc: Mr. Lou Kiefer, Chair, Town Planning Board
 Paula Kay, Esq., Town Attorney
 Danae Tinsley, JCJ Architecture

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

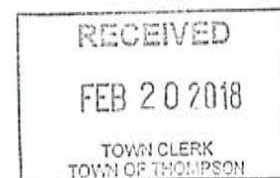
Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

The Planning Board has determined based upon its review of the Application for Minor Site Plan Amendment and supporting documents that the changes associated with the Application are minor and are all being conducted within a smaller footprint than the Entertainment Village Hotel project that is currently approved and was the subject of a prior environmental review resulting in a SEQRA Negative Declaration, dated May 24, 2017. In addition, it is the Planning Board's determination that the minor amendments will not result in any new potentially significant adverse environmental impacts that have not previously been identified, analyzed and mitigated to the maximum extent practicable under SEQRA. In fact, the impacts associated with the Application are reduced as compared against the Project that was already reviewed and approved. As a result, the Application does not require any supplemental environmental review under SEQRA. Accordingly, this Negative Declaration of Environmental Significance is being issued for the Application.



Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information SEQRA Negative Declaration, dated May 24, 2017, for the Final Site Plan Approval of the Entertainment Village Hotel, and the documents referenced therein; Site Plan Application for the Minor Site Plan Amendment; Site Plan Drawings for the Minor Amendment; Memorandum from EUR, dated February 4, 2018; Memorandum from MH&E, Inc., dated February 14, 2018

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Town of Thompson Planning Board _____ as lead agency that:

- A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.
- B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

- C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Minor Amendment to the Final Site Plan Approval for the Entertainment Village Hotel

Name of Lead Agency: Town of Thompson Planning Board

Name of Responsible Officer in Lead Agency: Lou Kiefer

Title of Responsible Officer: Chair of the Town of Thompson Planning Board

Signature of Responsible Officer in Lead Agency: _____

Date: 2/14/2018

Signature of Preparer (if different from Responsible Officer) _____

Date: _____

For Further Information:

Contact Person: Lou Kiefer, Chairman, Town of Thompson Planning Board

Address: Town of Thompson Town Hall, 4052 Route 42, Monticello, NY 12701

Telephone Number: 845-794-2500

E-mail: planning@townofthompson.com

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/cnb/cnb.html>

PRINT FULL FORM

**RESOLUTION OF THE PLANNING BOARD OF THE TOWN OF THOMPSON
ADOPTING A NEGATIVE DECLARATION OF ENVIRONMENTAL SIGNIFICANCE
UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT FOR THE
PROPOSED MINOR AMENDMENT TO THE FINAL SITE PLAN APPROVAL FOR
THE ENTERTAINMENT VILLAGE HOTEL**

WHEREAS, throughout 2012, the Town of Thompson Town Board (the "Town Board"), in consultation with the Town of Thompson Planning Board (the "Planning Board") as an involved agency, conducted an extensive environmental review of the 1,700 acre planned destination resort known as Adelaar, formerly known as the "EPT Concord Resort" ("Adelaar" or the "Master Development Site"), which included a generic review, and site specific review of certain select components, of the proposed Entertainment Village, pursuant to the State Environmental Quality Review Act ("SEQRA"), as set forth more fully herein; and

WHEREAS, specifically, to develop Adelaar, on February 21, 2012, Entertainment Properties Trust ("EPT"), a predecessor in interest to the current owners of the Adelaar site, EPT Concord II, LLC ("EPTII") and its affiliate, EPR Concord II, L.P. ("EPR"), submitted for approval and adoption (a) a petition to the Town of Thompson Town Board (the "Town Board") to amend to the Town of Thompson Town Zoning Law (the "Town Zoning Law") with respect to the Planned Resort Development ("PRD") district, and (b) a new PRD Comprehensive Development Plan ("CDP") for the proposed resort; and

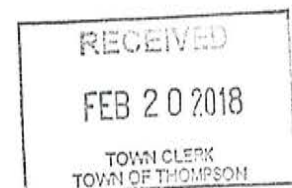
WHEREAS, on April 17, 2012, the Town Board accepted and adopted a Final DGEIS and Phase 1 DEIS Scoping Outline and directed EPT to prepare a DGEIS and DEIS consistent with the accepted final scoping document; and

WHEREAS, on June 5, 2012, the Town Board accepted an amended petition to amend the Town Zoning Law and referred such petition to the Planning Board for review and consideration in accordance with Section 250-82 B of the Town Zoning Law and, at the same meeting, the Town Board accepted for consideration EPT's CDP and referred it to the Town Planning Board for review and consideration in accordance with Section 250-27.2 C(1)(a) of the Town Zoning Law; and

WHEREAS, EPT prepared a DGEIS and DEIS, consistent with the Scoping Outline adopted on April 17, 2012, and submitted same to the Town Board on July 6, 2012 for review and consideration; and

WHEREAS, the Town Board of the Town of Thompson referred the requested amendment to the Town Zoning Law to the Sullivan County Division of Planning and Environmental Management pursuant to General Municipal Law §§ 239-l and 239-m and the Planning Board; and

WHEREAS, on July 24, 2012 following its review of the DGEIS and DEIS, the Town Board and pursuant to SEQRA regulations set forth in 6 NYCRR 617.9 and 617.10 determined that the DGEIS and DEIS were complete and adequate with respect to scope and content for the purpose



of commencing public review and prepared, filed, and duly published a Notice of Completion of the DGEIS and DEIS and requested and accepted public comment until September 7, 2012; and

WHEREAS, on August 28, 2012, pursuant to 6 NYCRR 617.9, the Town Board held a public hearing on the DGEIS and DEIS and received public comment thereon; and

WHEREAS, on November 8, 2012, the Town Board accepted a second amended petition to amend the Town Zoning Law and again referred the matter of the requested zone change to the Planning Board and Sullivan County Planning Department for review and consideration; and

WHEREAS, a proposed Final Generic Environmental Impact Statement (“FGEIS”) and Final Environmental Impact Statement (“FEIS”) were prepared which incorporated by reference the DGEIS, DEIS, and relevant comments thereto, assembled the relevant and material facts and which appropriately analyzed the potentially significant adverse environmental impacts, evaluated all reasonable alternatives, and which had been written in clear and concise language that can be read and understood by the public; and

WHEREAS, on January 2, 2013, following its review of the FGEIS and FEIS, the Town Board of the Town of Thompson and pursuant to SEQRA regulations set forth in 6 NYCRR 617.9 and 617.10 determined that the FGEIS and FEIS were complete and caused to be prepared, filed, and duly published a Notice of Completion of the FGEIS and FEIS, and

WHEREAS, the Town Board reviewed and carefully considered the FGEIS and FEIS, as well as all written and oral comments received with respect to (i) the petition to amend the Town of Thompson Zoning Law with respect to the PRD pursuant to Section 250-82 B of the Town Code and Section 20 of the Municipal Home Rule Law of the State of New York, and (ii) the request for the establishment of a new CDP for Adelaar, pursuant to Section 250-27 C (1)(b) of the Town Code; and

WHEREAS, on January 15, 2013, the Town Board, in its capacity as lead agency for coordinated review of Adelaar and all related actions, adopted a Findings Statement approving amendments to the Town Zoning Law and adopting a new Comprehensive Development Plan and duly filed said Findings Statement with the Town Clerk; and

WHEREAS, subsequent to the Town Board’s adoption of the Findings Statement, EPR entered into a development lease with Adelaar Developer, LLC, (EPR and Adelaar Developer, LLC, collectively, the “Master Developer”) to develop certain portions of the Master Development Site; and

WHEREAS, on December 8, 2016, Adelaar Developer, LLC, EPTII, EPR and Empire Resorts Real Estate II, LLC (“ERREII”) (collectively, the “Applicant”) submitted an application to the Planning Board for Site Plan Approval (the “Application”) in connection with the proposed Entertainment Village Hotel, as described in Part I of the Long Environmental Assessment Form (the “EAF”); and

WHEREAS, on December 14, 2016, the Planning Board adopted a Resolution, in which it (i) declared its desire to assume Lead Agency status in connection with the SEQRA review of the Entertainment Village Hotel, as generally described in Part 1 of the Long Form Environmental Assessment Form (the “Proposed Action”); and (ii) directed the Town Clerk to transmit the EAF to the Involved Agencies, and notify them that a Lead Agency must be agreed upon within 30 calendar days of the date that the Planning Board’s Notice of Intent was transmitted to them: and

WHEREAS, the Planning Board exercised due diligence in identifying other agencies with jurisdiction to fund, approve, or directly undertake the Proposed Action (the “Involved Agencies”); and

WHEREAS, on December 16, 2016, on behalf of the Planning Board, the Applicant’s consultant duly transmitted the EAF to the Involved Agencies, and notified them that a Lead Agency must be agreed upon within thirty (30) calendar days of the date that the Planning Board’s Notice of Intent was transmitted to them; and

WHEREAS, on February 2, 2017, the Applicant submitted the following documents, in further support of the Application:

- (i) Technical Memorandum, with figures and appendices in support of the Entertainment Village Hotel Long Form EAF Part 1;
- (ii) Entertainment Village Hotel – Site Plan Civil Drawing Set, including the following sheets:
 - a. G-001 CDP Analysis
 - b. C-000 Existing Conditions Plan & General Notes
 - c. C-100 Layout Plan
 - d. C-200 Grading Plan
 - e. C-201 Erosion & Sediment Control Plan
 - f. C-300 Utility Plan
 - g. C-401 Planting Plan
 - h. C-402 Planting Plan
 - i. C-601 Site Details
 - j. C-602 Site Details
 - k. C-603 Site Details
 - l. C-604 Site Details
 - m. C-605 Site Details
 - n. C-606 Site Details
 - o. C-607 Site Details
 - p. A-100 Basement Plan - Overall
 - q. A-110 1st Floor Plan - Overall
 - r. A-120 Typical Guest Room Floor Plan – 2nd Thru 5th - Overall
 - s. A-201 Exterior Elevations
 - t. A-202 Exterior Elevations

WHEREAS, on February 6, 2017, the Town’s Engineer, McGoey, Hauser and Edsall Consulting Engineers D.P.C. (“MH&E”), issued technical comments on the Application, which were responded to in writing by the Applicant’s consultants in a submission dated March 28,

2017, and all comments have been determined to have been satisfactorily addressed by the Applicant; and

WHEREAS, on February 8, 2017, the Planning Board accepted the Application and supporting documentation, constituting a “full statement” pursuant to Section 239-m of the General Municipal Law, and referred said Application and supporting documentation to the Sullivan County Division of Planning and Environmental Management (“DPEM”) pursuant to Section 239-m of the General Municipal Law; and

WHEREAS, on February 8, 2017, the Planning Board assumed Lead Agency status in connection with the SEQRA review of the Application since more than 30 calendar days elapsed after the Planning Board’s transmittal of its Notice of Intent had been circulated to the identified Involved Agencies, and no other Involved Agency expressed an interest in serving as Lead Agency in connection with the SEQRA review of the Proposed Action; and

WHEREAS, on February 23, 2017, the Town’s Traffic Consultant CHA provided comments on the Traffic Analysis contained in the Technical Memorandum, which were responded to in writing by the Applicant’s consultants on April 5, 2017, and all comments have been determined to have been satisfactorily addressed by the Applicant; and

WHEREAS, on February 28, 2017, the Applicant submitted an updated EAF and updated architectural renderings in further support of the Application; and

WHEREAS, on February 28, 2017, the Town’s Planning Consultant Delaware Engineering, D.P.C., (“Delaware Engineering”) provided comments on the Application, which were responded to in writing by the Applicant’s consultants in a submission dated March 28, 2017, and all comments have been determined to have been satisfactorily addressed by the Applicant; and

WHEREAS, on March 1, 2017, the Planning Board held a special meeting at which time it held a duly noticed public hearing to receive comments from the public on the Application, all of which have been satisfactorily addressed by the Applicant; and

WHEREAS, by letter dated March 6, 2017, DPEM stated that the “proposed action is consistent with previous reviews regarding the Adelaar Resort Casino and therefore will not result in any adverse impacts. Because the proposed action advances economic development and supports the County’s goal to revitalize the resort economy, we recommend approval.”; and

WHEREAS, on May 10, 2017, the Applicant submitted the following documents, in further support of the Application:

- (i) Updated Technical Memorandum, dated May 2017, with figures and appendices
- (ii) Storm Water Pollution Prevention Plan
- (iii) Entertainment Village Hotel – Updated Site Plan Civil Drawing Set, dated May 10, 2017, including the following sheets:
 - a. G-001 Overall Site Plan

- b. G-002 CDP Analysis
- c. C-000 Existing Conditions, Demolition Plan & General Notes
- d. C-100 Layout Plan
- e. C-200 Grading Plan
- f. C-201 Erosion & Sediment Control Plan
- g. C-300 Utility Plan
- h. C-401 Planting Plan
- i. C-601 Site Details
- j. C-602 Site Details
- k. C-603 Site Details
- l. C-604 Site Details
- m. C-605 Site Details
- n. C-606 Site Details
- o. C-607 Site Details
- p. S-005 Structural
- q. A-110 Overall 1st Floor Plan
- r. A-120 Overall 2nd Floor Plan
- s. A-130 Overall 3rd through 6th Floor Plan
- t. A-160 Overall Roof Plan
- u. A-200 Overall Exterior Elevations
- v. E-010 Site Plan – Electrical
- w. E-500 Details – Electrical
- x. E-501 Details – Electrical

WHEREAS, on May 11, 2017, Delaware Engineering provided additional comments on the Application, all of which have been satisfactorily addressed by the Applicant; and

WHEREAS, on May 12, 2017 and May 18, 2017, MH&E provided additional technical comments on the Application; and

WHEREAS, on May 19, 2017 the Town’s Traffic Consultant CHA provided additional comments on the Traffic Analysis contained in the Technical Memorandum; and

WHEREAS, on December 14, 2016, February 8, 2017, March 1, 2017 and May 24, 2017, the Applicant, through its representatives, presented the Application to the Planning Board for its review and consideration and thoroughly addressed the Planning Board’s questions and comments; and

WHEREAS, the potential environmental impacts of the Proposed Action were considered and analyzed generically in the DGEIS, dated July 24, 2012, which was subject to a public hearing (held August 28, 2012), and was the subject of a Final Environmental Impact Statement (“FGEIS”), dated January 2, 2013, Statement of Findings, and certain select components of the Entertainment Village were subject to a site-specific analysis with respect to potential traffic and transportation impact in the FGEIS/FEIS, and the potential environmental impacts of the Proposed Action were further considered and analyzed in the Environmental Assessment Form

Parts 1, 2, and 3 for the Proposed Action, including the Technical Memorandum, with Appendices and Exhibits; and

WHEREAS, by Memorandum to the Planning Board, dated May 18, 2017, MH&E, P.C., stated that they recommend that the Board adopt a Negative Declaration and move to approve the application for a Final Site Plan; and

WHEREAS, the Planning Board, by resolution dated May 24, 2017, in its role as SEQRA Lead Agency, found that there are no new potentially significant adverse environmental impacts associated with the Application that have not previously been identified, analyzed and mitigated to the maximum extent practicable under SEQRA during the previous environmental reviews and that no supplemental environmental review is warranted or required and issued a Negative Declaration of Environmental Significance for the Final Site Plan Application, which is incorporated into this Resolution by reference; and

WHEREAS, on February 5, 2018, the Applicant applied to the Planning Board pursuant to Section 250-50D(5) of the Thompson Town Code for a minor amendment to the Final Site Plan Approval (the "Proposed Amendment"); and

WHEREAS, the application for the Proposed Amendment includes a completed Site Plan Application Form, Owner's Proxy, a SEQRA Full Environmental Assessment Form Part 1, Memorandum from EDR, dated February 4, 2018, Updated Stormwater Pollution Prevention Plan ("SWPPP") and the following Site Plan Sheets, as set forth in the Drawing Index (G-001) prepared by JCJ:

- a. G-000 – G-002
- b. CG-001 – CG-002
- c. C-000 – C-608
- d. EC-101
- e. S-001 – S-501
- f. A-001 – A-581
- g. AD-100
- h. A-110 – A-160
- i. AC-110 – AC-120
- j. A-200 – A-581
- k. AF-001
- l. FP-111 – FP-500
- m. P-010 – P-502
- n. H-101 – H-600
- o. E-000 – E-411
- p. EL-111 – EL-200
- q. EP-111 – EP-130
- r. LV-000 – LV-411

WHEREAS, on February 14, 2018, the Applicant through its representatives, presented the Proposed Amendment to the Planning Board for its review and consideration and thoroughly addressed the Planning Board's, the Town Engineer's, and the Town's Planning and Traffic consultant's questions and comments that have been raised to-date; and

WHEREAS, by Memorandum to the Planning Board, dated February 14, 2018, MH&E, P.C., stated that they recommend that the Planning Board approve the Proposed Amendment, subject to resolution of certain technical comments as set forth therein; and

WHEREAS, the Planning Board has a continuing obligation as SEQRA Lead Agency to continue to conduct any necessary environmental reviews under SEQRA for the Entertainment Village Hotel, including the Proposed Amendment; and

WHEREAS, the Planning Board has reviewed the previously identified list of SEQRA Involved and Interested Agencies and determines that the list remains accurate; and

NOW, THEREFORE BE IT RESOLVED, that the Planning Board of the Town of Thompson, as SEQRA Lead Agency, has reviewed, considered and deliberated upon the entire record of the Proposed Amendment, including the DEIS/DGEIS, FEIS/FGEIS and SEQRA Findings Statement, the environmental record supporting the Final Site Plan Approval, including the SEQRA Negative Declaration, adopted on May 24, 2017 and all of the documents relied on therein, and all of the materials submitted by and on behalf of the Applicant in support of the Proposed Amendment, including the SEQRA Full Environmental Assessment Form Part 1 and Part 2, Site Plan Civil Drawings, SWPPP, and Memorandum from EDR, dated February 2, 2018, the comments provided by the Town's Planning Consultant and the Town's Engineer and the responses to same provided by the Applicant and its consultants; and

BE IT FURTHER RESOLVED, that the Planning Board has considered the potential environmental impacts of the Proposed Amendment in light of the criteria set forth in the SEQRA regulations (6 NYCRR Sections 617.7(c) and 617.9(a)(7)) and concludes based on its review and consideration of the record of the Proposed Amendment and prior environmental reviews, that there are no new potentially significant adverse environmental impacts associated with the Proposed Amendment that have not previously been identified, analyzed and mitigated to the maximum extent practicable under SEQRA and that no supplemental environmental review is warranted or required; and

BE IT FURTHER RESOLVED, that the Planning Board hereby issues the attached Negative Declaration of Environmental Significance for the Proposed Amendment; and

BE IT FURTHER RESOLVED, that the Planning Board's reasoned elaboration in support of the Negative Declaration of Environmental Significance are recited in the attached Negative Declaration and are hereby incorporated into this Resolution by reference; and

BE IT FURTHER RESOLVED, that a copy of this Resolution, shall together with the attachments hereto, be placed on file with the Town Clerk where same shall be available for public inspection during normal business hours, and notices of this SEQRA determination shall

RESOLUTION OF THE PLANNING BOARD OF THE TOWN OF THOMPSON GRANTING A MINOR AMENDMENT TO THE FINAL SITE PLAN APPROVAL FOR THE ENTERTAINMENT VILLAGE HOTEL

WHEREAS, throughout 2012, the Town of Thompson Town Board (the "Town Board"), in consultation with the Town of Thompson Planning Board (the "Planning Board") as an involved agency, conducted an extensive environmental review of the 1,700 acre planned destination resort known as Adelaar, formerly known as the "EPT Concord Resort" ("Adelaar" or the "Master Development Site"), which included a generic review, and site specific review of certain select components, of the proposed Entertainment Village, pursuant to the State Environmental Quality Review Act ("SEQRA"), as set forth more fully herein; and

WHEREAS, specifically, to develop Adelaar, on February 21, 2012, Entertainment Properties Trust ("EPT"), a predecessor in interest to the current owners of the Adelaar site, EPT Concord II, LLC ("EPTII") and its affiliate, EPR Concord II, L.P. ("EPR"), submitted for approval and adoption (a) a petition to the Town of Thompson Town Board (the "Town Board") to amend to the Town of Thompson Town Zoning Law (the "Town Zoning Law") with respect to the Planned Resort Development ("PRD") district, and (b) a new PRD Comprehensive Development Plan ("CDP") for the proposed resort; and

WHEREAS, on April 17, 2012, the Town Board accepted and adopted a Final DGEIS and Phase 1 DEIS Scoping Outline and directed EPT to prepare a DGEIS and DEIS consistent with the accepted final scoping document; and

WHEREAS, on June 5, 2012, the Town Board accepted an amended petition to amend the Town Zoning Law and referred such petition to the Planning Board for review and consideration in accordance with Section 250-82 B of the Town Zoning Law and, at the same meeting, the Town Board accepted for consideration EPT's CDP and referred it to the Town Planning Board for review and consideration in accordance with Section 250-27.2 C(1)(a) of the Town Zoning Law; and

WHEREAS, EPT prepared a DGEIS and DEIS, consistent with the Scoping Outline adopted on April 17, 2012, and submitted same to the Town Board on July 6, 2012 for review and consideration; and

WHEREAS, the Town Board of the Town of Thompson referred the requested amendment to the Town Zoning Law to the Sullivan County Division of Planning and Environmental Management pursuant to General Municipal Law §§ 239-l and 239-m and the Planning Board; and

WHEREAS, on July 24, 2012 following its review of the DGEIS and DEIS, the Town Board and pursuant to SEQRA regulations set forth in 6 NYCRR 617.9 and 617.10 determined that the DGEIS and DEIS were complete and adequate with respect to scope and content for the purpose of commencing public review and prepared, filed, and duly published a Notice of Completion of the DGEIS and DEIS and requested and accepted public comment until September 7, 2012; and

be filed in such offices, posted in such places, circulated to all interested and involved agencies, and published in such publications as may be necessary pursuant to the requirements of SEQRA.

Adopted February 14, 2018 by the Planning Board of the Town of Thompson

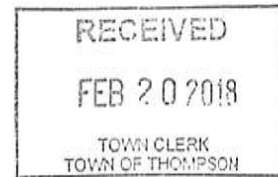
Moved by: Planning Board Member MICHAEL CROISSANT

Seconded by: Planning Board Member MATTHEW SUSH

The members of the Planning Board votes as follows:

	<u>AYE</u>	<u>NAY</u>
Chair Lou Kiefer	X	
Member James Barnicle	X	
Member Matthew Sush	X	
Member Michael Croissant	X	
Member Michael Hoyt	X	

Filed in the Office of the Town Clerk of the Town of Thompson on February 20, 2018





William J. Rieber, Jr.
Town Supervisor

Town Board Members
Scott Mace, Deputy
Peter Briggs
John Pavese
Melinda Meddaugh

4052 Route 42, Monticello, N.Y. 12701

Telephone (845) 794-2500

Fax (845) 794-8600

March 9, 2018

Via email only to:
Monticello Housing Authority
Attn: Elaine Williams

Subject: Community Garden project

Dear Elaine:

I understand that the Evergreen Housing project is considering establishing a community garden. I have to say that this is a wonderful idea. Community gardens foster positive reinforcement for healthy eating and bring communities together. This development has a number of children who otherwise would not have any exposure to agriculture. Given the fact that Sullivan County is low on the list for healthy NYS communities, these gardens will foster better eating habits, increase physical activity, combat stress and promote responsible habits. Additionally new friendships and a sense of community will come from it.

The Town of Thompson wholeheartedly supports the Association's efforts. If you think we can be of assistance, let me know.

Thanking you I remain,

Yours very truly,

A handwritten signature in black ink, appearing to read "William J. Rieber, Jr.", with a long, sweeping underline.

William J. Rieber, Jr.
Supervisor of the Town of Thompson

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 **2861**

Vendor Number	Check Date	Check Amount
3020	03/12/2018	\$45,259.07

Forty-Five Thousand Two Hundred Fifty-Nine and 7/100 Dollars*****

Pay To The Order Of

3020
 TOWN OF THOMPSON
 4052 ROUTE 42
 MONTICELLO, NY 12701

Nancy Buel
 County Treasurer

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

⑈ 2861 ⑆ ⑆ 022300173 ⑆ 789795408 ⑆

County of Sullivan - MORTGAGE TAX

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

INVOICE DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT
03/12/2018	2018-00000445	MORTGAGE TAX - 10/17 - 12/17 PO# G/L Account: TA-00058-00237	45,259.07

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
3020	TOWN OF THOMPSON	2861	03/12/2018	\$45,259.07



Town of Thompson
General Ledger Detail Transaction Report
Fiscal Year 2017

Account Number	Account Description	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Enc/Liq	Act Exp
A000.3005.000	MORTGAGE TAX								
YEAR FORWARD BALANCE									
ORIGINAL APPROPRIATION									
1 ST QTR 2017									
		1/1/2017	BY1-1	BY 01/01/2017	(\$120,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
				Mth 1	(\$120,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
				Total	\$0.00	\$0.00	\$165,993.39	\$0.00	\$0.00
		6/9/2017	CR103159	Mth 6	\$0.00	\$0.00	\$165,993.39	\$0.00	(\$165,993.39)
				Total	\$0.00	\$0.00	\$35,989.67	\$0.00	\$0.00
		9/5/2017	CR103247	Mth 9	\$0.00	\$0.00	\$35,989.67	\$0.00	(\$35,989.67)
				Total	\$0.00	\$0.00	\$48,207.02	\$0.00	\$0.00
MORT TAX AND REFUND		12/29/2017	CR103545	3 QTR 2017	\$0.00	\$0.00	\$48,207.02	\$0.00	(\$48,207.02)
				Mth 12	\$0.00	\$0.00	\$48,207.02	\$0.00	(\$48,207.02)
				Total	\$0.00	\$0.00	\$250,190.08	\$0.00	(\$250,190.08)
				MORTGAGE TAX					
				YTD Total for A000.3005.000	(\$120,000.00)	\$0.00	\$250,190.08	\$0.00	(\$250,190.08)
				Total for Fund A000	(\$120,000.00)	\$0.00	\$250,190.08	\$0.00	(\$250,190.08)
				Grand Total	(\$120,000.00)	\$0.00	\$250,190.08	\$0.00	(\$250,190.08)

4th QTR
 (17)
 + 45,259.07

 295,449.15 for 2017

175,400 more than
 Budgeted !!

NOTE: 1st QTR was \$125,000
 more than usual, unexpectedly
 Bill



Town of Thompson
General Ledger Detail Transaction Report
Fiscal Year 2016

Account Number	Account Description	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Enc/Liq	Act Exp
A000.3005.000	AM								
YEAR FORWARD BALANCE	MORTGAGE TAX								
ORIGINAL APPROPRIATION	1	1/1/2016	BY1-1	BY 01/01/2016	(\$140,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
				Mth 1	(\$140,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
2016 1ST QTR	8	8/31/2016	CR102825		\$0.00	\$0.00	\$42,502.81	\$0.00	\$0.00
				Mth 8	\$0.00	\$0.00	\$42,502.81	\$0.00	(\$42,502.81)
	10	10/11/2016	CR102959		\$0.00	\$0.00	\$19,844.12	\$0.00	\$0.00
				Mth 10	\$0.00	\$0.00	\$19,844.12	\$0.00	(\$19,844.12)
	12	12/27/2016	CR103028		\$0.00	\$0.00	\$46,537.65	\$0.00	\$0.00
	12	12/31/2016	JE100864		\$0.00	\$0.00	\$48,470.86	\$0.00	\$0.00
2016 4TH QTR				Mth 12	\$0.00	\$0.00	\$95,008.51	\$0.00	(\$95,008.51)
				Total	(\$140,000.00)	\$0.00	\$157,355.44	\$0.00	(\$157,355.44)
	YTD Total for A000.3005.000			MORTGAGE TAX					
	Total for Fund A000				(\$140,000.00)	\$0.00	\$157,355.44	\$0.00	(\$157,355.44)
	Grand Total				(\$140,000.00)	\$0.00	\$157,355.44	\$0.00	(\$157,355.44)

2016 -
 over budget 17,000

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 March 20,
2018

RESOLUTION TO ENACT LOCAL LAW NO. 02 OF 2018

WHEREAS, proposed Local Law No. 01 of the year 2018 entitled, "A local law to amend Chapter 8 of the Town of Thompson Code regarding Court" was introduced to the Town Board at a meeting held February 21, 2018, 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. 02 for the year 2018, Town of Thompson, State of New York, which local law is annexed hereto and made a part hereof.

Moved by:

Seconded by:

Adopted on Motion: March 20, 2018

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

STATE OF NEW YORK)

COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to enact Local Law No. 02 of 2018 was adopted by said Town Board on March 20, 2018, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on March 21, 2018.

Marilee J. Calhoun, Town Clerk

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

Town of Thompson

Local Law No. _____ of the year 2018

A local law to amend Chapter 218 of the Town of Thompson Code entitled "A Local Law to amend Chapter 218, Article V of the Code of the Town of Thompson entitled 'Cold War Veterans Exemption'".

Be it enacted by the Town Board of the

Town of Thompson

1. Chapter 218, Article V of the Town of Thompson Code entitled "Cold War Veterans Exemption" shall be amended by inserting, at the end of the present §218-13, the following language:

The Real Property Tax Exemption granted by this section shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners, without regard to the ten year limitation as authorized by Real Property Tax Law §458-b(2)(c)(iii).

2. Chapter 218, Article V of the Town of Thompson Code entitled "Cold War Veterans Exemption" shall be amended by inserting, at the end of the present §218-15, the following language:

The Real Property Tax Exemption granted by this section shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners, without regard to the ten year limitation as authorized by Real Property Tax Law §458-b(2)(c)(iii).

3. Except as herein specifically amended, the remainder of Chapter 218 of such Code shall remain in full force and effect.

4. 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.

5. Except as herein otherwise provided penalties for the violation of this local law, any person committing an offense against any provision of the chapter of the Code of the Town of Thompson shall, upon conviction thereof, be punishable as provided in Chapter 1, General Provisions, Article II, of such Code.
6. This local law shall take effect immediately upon filing with the Secretary of State.

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

1. (Final adoption by local legislative body only)

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

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

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

3. (Final adoption by referendum)

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

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

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

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

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

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

6. (County local law concerning adoption of Charter)

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

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

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

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

Date: _____, 2018

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

STATE OF NEW YORK
COUNTY OF SULLIVAN

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

Date: _____, 2018

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



Michael Waschitz, CPA

Andrew J. Pavloff, CPA, CGMA

February 6, 2018

Town of Thompson
4052 State Route 42
Monticello, NY 12701

We are pleased to confirm our understanding of the services we are to provide for Town of Thompson, New York for the year ending December 31, 2016.

We will conduct a review of the internal controls (risk assessment) of the Justice Court of the Town of Thompson, New York in accordance with auditing standards generally accepted in the United States of America and the standards contained in Government Auditing Standards, issued by the Comptroller General of the United States and regulations set forth for the New York State Justice Court Fund and New York State Comptroller's Office.

The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures do not constitute an examination, we will not express an opinion.

At the conclusion of the internal audit, we will issue a formal report of our procedures, findings and recommendations. The procedures will be conducted in accordance with *Government Auditing Standards*, then the report will be issued accordingly. The internal audit procedures will be conducted, and the report will be issued in accordance with professional standards for Agreed-upon Procedures in accordance with AICPA guidelines.

We will review our recommendations involving internal controls with the business office personnel and then report the findings in written form to the Audit Committee. We will also meet with the audit committee to review the report of findings and recommendations.

If any irregularities or illegal acts are found, we will make an immediate, written report of all irregularities and illegal acts or indication of illegal acts to the Town Supervisor.

You are responsible for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge and/or experience to oversee the internal audit function we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

The documentation for this engagement are the property of Waschitz Pavloff CPA LLP, and constitute confidential information. However, we may be requested to make certain attest documentation available to the government agencies or their representatives, pursuant to authority given to them by law or regulation. We will notify you of any such request. If requested, access to such documentation will be provided under the supervision of Waschitz Pavloff CPA LLP, personnel. Furthermore, upon request, we may provide copies of selected documentation to those agencies or their representatives, who may decide to distribute the copies or information contained therein to others, including your external auditors.

Andrew J. Pavloff, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin the engagement during June 2017.

Our fees for these services will be our standard billing rates.

We appreciate the opportunity to be of service to Town of Thompson, New York and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified users of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of the procedure.

Very truly yours,

Andrew J. Pavloff, CPA

RESPONSE:

This letter correctly sets forth the understanding between the Town of Thompson and Waschitz Pavloff CPA LLP:

Signature: _____

Title: _____

Date: _____



Waschitz CPA = LLP Pavloff

Members of American Institute of Certified Public Accountants and
New York State Society of Certified Public Accountants

Michael Waschitz, CPA
Andrew J. Pavloff, CPA, CGMA

December 28, 2017

Town of Thompson
Monticello, New York 12701

We are pleased to confirm our acceptance and understanding of the services we are to provide for the year ended December 31, 2016.

You have requested that we prepare the fund financial statements using the modified accrual basis of accounting for the Town of Thompson for the year ended December 31, 2016.

We will assist your comptroller in adjusting the books of accounts with the objective that he will be able to prepare a working trial balance from which financial statements can be prepared. Your comptroller will provide us with a detailed trial balance and any supporting schedules we require.

Our Responsibilities

The objective of our engagement is to—

- 1) prepare financial statements in accordance with the current financial resources measurement focus and the modified accrual basis of accounting of accounting based on information provided by you, and
- 2) apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the current financial resources measurement focus and the modified accrual basis of accounting of accounting.

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

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

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

www.wpcpany.com • Phone (845) 794-2200

598 W. Broadway, PO Box 871, Monticello, New York 12701 • Fax (845) 794-5628

14 Sturgis Road, PO Box 1438, Monticello, New York 12701 • Fax (845) 794-2273

Westgate Office Park, 3 Hatfield Lane, Suite 2C, Goshen, New York 10924 • Fax (845) 360-5352

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with the current financial resources measurement focus and the modified accrual basis of accounting. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements. The prevention and detection of fraud.
- 3) To ensure that the entity complies with the laws and regulations applicable to its activities.
- 4) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- 5) To provide us with—
 - Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
 - Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - Unrestricted access to persons within the Town of Thompson with whom we determine it necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Relevant Information

We estimate that our fees for these services will be \$29,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

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

Very truly yours,

Andrew Pavloff, CPA

This letter correctly sets forth the understanding for the audit of the Town of Thompson for the year ended December 31, 2016.

Signature

Title

Date

Town of Thompson Highway Dept

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

Dave Wells Deputy Superintendent

Fax: 794-5722

March 12, 2018

Town Board,

It is my recommendation that we accept the following bidders for truck parts.

Campbell

Cook Bros

Fleetpride

Healey

HO Penn

Interstate

Shakelton

Stadium

See attached schedule for details.

Gorman Brothers bid for fibermat.

Thanks

Rich

Bid Awards % discount from list price

Item	Cambell Freightliner of Orange County	Cook Brothers	Fleetpride	WS Healey Chevy	Healey Ford Lincoln	HO Penn	Intersate Battery of Southern NY	Shakelton Auto & truck parts	Stadium Internatio nal	Pickup > < Delivery	WS Healey Chevy	Healey Ford Lincoln	HO Penn	Shakelton Auto & truck parts	Stadium Internationa l
Truck parts continued:															
AXLE PARTS:															
Meritor		60	51					40						40	
Eaton		50	51												
Rockwell			51												
Dana			51												
TRUCK RIMS:															
Accu-ride		45	60					50						50	
PAINT:															
Sherwood Williams								30						30	
Dupont															
STEERING COMPONENTS:															
Meritor		50	51					50						50	
Eucelid		50	56					50						50	
BEARINGS:															
BCA			56												
NAPA								50						50	
SKF		60	50					50						50	
TIMKEN		50	51					55						55	
STEMCO			51					50						50	
National			56												
BRAKE DRUMS:															
Webb			61					60						60	
Gunite		60	50					60						60	
BRAKE PARTS:															
Gunite			50												
Wagner															
Rockwell		60	51												
Meritor		60	51					50						50	
MGM		50	52					51						51	
NEW BRAKE SHOE KITS:															
Abex			60					50						50	
Dayton			50					50						50	

Bid Awards % discount from list price

Item	Cambell Freightliner of Orange County	Cook Brothers	Fleetpride	WS Healey Chevy	Healey Ford Lincoln	HO Penn	Intersate Battery of Southern NY	Shakelton Auto & truck parts	Stadium Internatio nal	Pickup > < Delivery	WS Healey Chevy	Healey Ford Lincoln	HO Penn	Shakelton Auto & truck parts	Stadium Internationa l
Truck parts continued:															
RELINED BRAKE SHOE KITS:															
NAPA								50						50	
OTR				53											
Abex				60				50						50	
CLUTCH PARTS:															
Liipe								50						50	
Spicer				58				50						50	
EXHAUST SYSTEM PARTS:															
Walker H.D.								55						55	
Merit/Arvin				51											
FILTERS:															
Baldwin				72	45										
Fram															
Wix								74						74	
Fleetguard									25						25
NAPA															
AIR FITTINGS:															
Gates				50				50						50	
Weather-head				60				50						50	
U-JOINT PARTS:															
Precision								50						50	
Rockwell				50	51										
Spicer				50				55						55	
SEALS:															
National/Federal Mogul				60	51			60						60	
NAPA								60						60	
CR Seals				60	50			60						60	
Stemco				55	51			55						55	

Bid Awards % discount from list price

Item	Cambell Freightliner of Orange County	Cook Brothers	Fleetpride	WS Healey Chevy	Healey Ford Lincoln	HO Penn	Intersate Battery of Southern NY	Shakelton Auto & truck parts	Stadium Internatio nal	Pickup > < Delivery	WS Healey Chevy	Healey Ford Lincoln	HO Penn	Shakelton Auto & truck parts	Stadium Internationa l
Truck parts continued:															
WIPER CONTROLS:															
Anco								50						50	
Trico				60				50						50	
BELTS & HOSES:															
NAPA															
Gates								51						60	

Non bid items															
PRODUCT LINES:															
Power service 1025								6.99							
Power service 1080								11.49							
Power service 8025								6.99							
Power service 8080								13.49							
CRC 091314CH								2.39							
ALTERNATORS															
BBB/Wilson															
STARTERS															
BBB/Wilson															
BBB/Wilson															

Bid Awards % discount from list price

Item	Cambell Freightliner of Orange County	Cook Brothers	Fleetpride	WS Healey Chevy	Healey Ford Lincoln	HO Penn	Intersate Battery of Southern NY	Shakelton Auto & truck parts	Stadium Internatio nal	Pickup > < Delivery	WS Healey Chevy	Healey Ford Lincoln	HO Penn	Shakelton Auto & truck parts	Stadium Internationa l
Truck parts continued:															
BATTERIES: Interstate Brand Only															
BCI GROUP SIZE / 12 VOLT															
4D			150.30				163.95	157.95							
4DLT			141.69				132.95	127.95							
8D			148.79				186.95	180.95							
31 (POST)			78.00				116.95	111.95							
31 (STUD)			78.00				114.95	109.95							
U1L							46.95	28.95							
56							94.95	86.95							
58							88.95	82.95							
75							93.95	89.95							
58R							92.95	88.95							
36R							97.95	93.95							
26							84.95	80.95							
22NF							63.95	59.95							
24							64.95	60.95							
24F							64.95	60.95							
27							103.95	99.95							
27F							104.95	100.95							
29NF							95.95	91.95							
34							91.95	87.95							
65							79.95	74.95							
78							107.95	106.95							
35							84.95	80.95							
40R							98.95	94.95							
BCI GROUP SIZE / 6 VOLT															
GC-2															
BCI GROUP SIZE / 12 VOLT															
DUAL TERMINAL:															
75 XDT							103.95	99.95							
78 XDT							113.95	108.95							

Town of Thompson Highway Dept

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

Dave Wells Deputy Superintendent

Fax: 794-5722

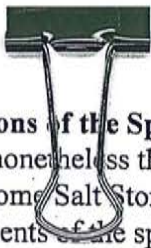
March 16, 2018

Town Board,

I recommend we award the bid for the salt shed to Dome Corp. \$284,940.00

Thanks,

Rich



TOWN OF THOMPSON

Errors or Omissions of the Specification – In the event of errors or omissions of this specification it is nonetheless the responsibility of the successful bidder to deliver and erect a Self Supporting Dome Salt Storage Building in conformance with the functional and technical requirements of the specification to the satisfaction of the Town of Thompson Highway Department. Also if any errors or omissions are made by a bidding vendor, the Town of Thompson has the right to find that vendors entire bid to be null and void.

PROPOSAL


Self Supporting Dome Salt Storage Building

\$ 284,940.00

The undersigned certifies that the bid is submitted in full conformance with the specifications. If non-conformant an attachment to the bid shall be submitted detailing items of non-conformance and detailed specifications for the non-conforming items shall be attached. If, in the sole opinion of the Town of Thompson that non-conformance affects the durability of function of the bid item, and the bid will be rejected.

COMPANY Dome Corporation of North America

PRINTED NAME Jeromy S. Estes

SIGNATURE 

ADDRESS 5450 East Street
Saginaw, MI 48601

TELEPHONE 989-777-2050

FAX 989-777-3477

EMAIL sales@dome-corp-na.com

DATE March 13, 2018

DO NOT WRITE BELOW THIS LINE.

ACCEPTED () DATE:

REJECTED () DATE:

COMMENTS:

SIGNATURE:

TOWN OF THOMPSON

Errors or Omissions of the Specification – In the event of errors or omissions of this specification it is nonetheless the responsibility of the successful bidder to deliver and erect a Self Supporting Dome Salt Storage Building in conformance with the functional and technical requirements of the specification to the satisfaction of the Town of Thompson Highway Department. Also if any errors or omissions are made by a bidding vendor, the Town of Thompson has the right to find that vendors entire bid to be null and void.

PROPOSAL

Self Supporting Dome Salt Storage Building

\$ 299,900⁰⁰

The undersigned certifies that the bid is submitted in full conformance with the specifications. If non-conformant an attachment to the bid shall be submitted detailing items of non-conformance and detailed specifications for the non-conforming items shall be attached. If, in the sole opinion of the Town of Thompson that non-conformance affects the durability of function of the bid item, and the bid will be rejected.

COMPANY Bulk Storage Inc.

PRINTED NAME Zack Deery

SIGNATURE [Signature]

ADDRESS 28101 S. Yates Ave
Beecher IL 60401

TELEPHONE 708-946-9595

FAX 708-946-7898

EMAIL zack@bulkstorageinc.com

DATE 3/14/18

DO NOT WRITE BELOW THIS LINE.

ACCEPTED () DATE: _____

REJECTED () DATE: _____

COMMENTS:

SIGNATURE:



AGENDA

SULLIVAN COUNTY PARTNERSHIP OLD ROUTE 17 ECONOMIC DEVELOPMENT CORRIDOR STUDY

PROJECT KICK-OFF MEETING

MARCH 13, 2018

INTRODUCTIONS

Project Team Representatives

Mary Beth Bianconi, Delaware Engineering

Sandy Mathes, Mathes Public Affairs

PROJECT PURPOSE

Conduct an Opportunities and Constraints Analysis for the Old Route 17 Corridor in the towns of Liberty and Thompson to identify potential economic development sites with proximate access to transportation corridors, consistency with local land use plans, and the potential development opportunities for each site in terms of square footage, development investment, job potential and shovel ready infrastructure costs.

The Deliverable from this project may serve as the basis for the preparation of Generic Environmental Impact Statement for the State Environmental Quality Review Act (SEQRA) and/or Environmental Review Record for the National Environmental Policy Act (NEPA).

TIMEFRAME

Completed for use in preparing Consolidate Funding Applications that are due in late July 2018.

DISCUSSION

The Opportunities and Constraints Analysis will include:

- Potential Site Analysis
- Review of Zoning and Comprehensive Plans
- Identification of Project Sectors
- Maximum Build-out scenarios
- Resulting Project Impacts with Sq. Ft., Jobs, and private investment
- Infrastructure Analysis:
Water/Sewer/Transportation/Power/Broadband
- Permitting and Approvals
- Commercial Real Estate Market/Existing/Future Opportunities
- Open Space/Recreation
- Natural Constraints/Resources
- Jurisdictional Cooperation and Coordination
- Cost of Development/Sullivan Competitiveness
- Development/Retail/Services Leakage
- Marketing Strategies and Approach
- Development Plan/Scope/Next Steps

NEXT STEPS

Data gathering and Analysis

Coordination with municipal partners

Draft Opportunities and Constraints Analysis

Meeting with this group to review and obtain feedback



**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.**

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT)
PATRICK J. HINES
LYLE R. SHUTE, P.E., LEED-AP (NY, NJ, PA)

Regional Office
111 Wheatfield Drive, Suite 1
Milford, Pennsylvania 18337

(570) 296-2765
fax: (570) 296-2767
e-mail: mhepa@mhepc.com

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

AGREEMENT FOR ENGINEERING SERVICES

Between

Town of Thompson

and

**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS, D.P.C.**

For Professional Services

Related to

**Entertainment Village Hotel
Site Work Construction Review**

This Agreement made by and between (Client) and McGoeey, Hauser and Edsall Consulting Engineers, D.P.C. (Engineer).

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Section 1. DESCRIPTION OF PROJECT. The Town of Thompson Planning Board has approved with conditions plans for the development of The Entertainment Village Hotel. The Town of Thompson Zoning Code Chapter 250 52.1(C)(1) requires that all improvements be "inspected by the Town Engineer to ensure satisfactory completion." The site infrastructure for the development being constructed generally includes parking lots, storm water improvements, water and sewer systems, site lighting, and pedestrian routes. This work is outlined in project documents generally referred to as The Entertainment Village Hotel.

Section 2. BASIC SERVICES. The professional services to be rendered by the Engineer shall include the following:

MHE will serve as the Town's designated representative to provide construction reviews associated with the described work. These services are generally outlined in the Town of Thompson Zoning Code Chapter 250 C. (1) as follows:

Road Subgrade; Curb and Gutter Forms; Road Paving, after each coat in the case of priming and sealing; Sidewalk Forms, Sanitary Sewers, Drainage Pipes and other drainage structures before backfilling; and all underground utilities prior to backfilling.

MHE will perform the above referenced site reviews, subject to appropriate scheduling by the Applicant and the Applicant's Contractors. MHE will prepare field reports documenting the site reviews.

Section 3. PAYMENT FOR SERVICES. Payment for professional services described in Section 2 of this Agreement shall be made in such amounts and at such times as are hereinafter designated and set forth:

Payment for all services described in Section 2, Basic Services shall be a Lump Sum Fee in the amount of 1.5% of the actual site work bid amounts of each of The Entertainment Village Hotel.

<u>BID PACKAGE</u>	<u>BID AMOUNT</u>	<u>1.5% FEE (MHE)</u>
The Entertainment Village Hotel (Site)	\$4,963,183.05	\$74,447.75

Monthly invoices will be based on the approximate percentage of completed construction. Payments shall be due thirty days after submission of the invoice. The invoice shall clearly state that it is for Site Inspection Fees for The Entertainment Village Hotel.

Section 4. CHANGES. The scope of services to be provided as described herein are based on the plans approved by the Planning Board as well as the site plan as reviewed by this office at the time of this agreement. Any material changes to the approved Planning Board Plans will be referred back to Planning Board for review and amendment in accordance with the Town Code. Any charges to the client for such changes would be billed under Planning Board review for The Entertainment Village Hotel, and not pursuant to this Agreement.

Section 5. CLIENT'S RESPONSIBILITIES. Client will make available to Engineer all records and data pertinent to the project and will give all reasonable assistance to Engineer in obtaining such additional information as may be required. Engineer will have the opportunity to confer with Client's officials and other persons who may be in a position to furnish information related to the project.

Section 6. ADDITIONAL SERVICES. In the event Client desires additional services to be rendered by Engineer in connection with the completion of the Project, beyond the scope of the services described in Article 2 of this Agreement, Engineer agrees to perform said additional services, if ordered in writing, on a mutually acceptable basis.

Section 7. TERMINATION OF SERVICES. If all or any part of the professional engineering services to be performed under the Agreement are ordered to be suspended or omitted by Client, Client agrees to make such order in writing at least thirty days prior to the desired date of termination of services and to pay Engineer for such suspended or omitted services the accumulated fees to the date of termination of service in accordance with the methods of payment described in Article 3.

Section 8. INSURANCE. Engineer agrees to procure and maintain, without additional expense to Client, until final acceptance by Client of the services covered by this Agreement. Before commencing work, Engineer shall furnish to Client, if requested, a certificate or certificates showing that the requirements of this Section have been complied with, which certificate or certificates shall provide that the policies shall not be changed or cancelled until ten (10) days after prior notice has been given to Client. The Town Of Thompson agrees that McGoey Hauser and Edsall, C.E., D.P.C. shall be listed as an additional insured on all certificates of insurance required to be provided by the applicant and the applicant's contractors.

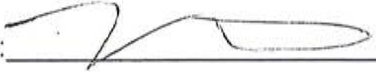
Section 9. PROVISIONS OF LAW. All provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement shall be subject to and in conformance with all applicable laws.

Section 10. ENGINEER'S RESPONSIBILITY LIMITED. The Engineer shall not be responsible for the Contractor's means, methods, or techniques of construction nor for any safety precautions incident thereto. The Engineer shall not be responsible for the Contractor's compliance or failure to comply with the Contract Plans and Specifications.

Section 11. ATTACHMENTS. Exhibit A related to Construction Phase Services is hereby made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the _____ day of _____.

McGOEY, HAUSER AND EDSALL
CONSULTING ENGINEERS, D.P.C.

By:  _____

15 March 2018
(Date)

By: _____
(Signature)

William J. Rieber, Jr.
(Name)

Supervisor
(Title)

(Date)

EXHIBIT A

Construction Phase Services

MH&E will coordinate and provide construction observation with supporting documentation for the project with input and on-site assistance as required from other consultants who have provided plans and specifications for the project. Technical resolutions and/or clarifications will be made by those Design Professional responsible for the scope of work requiring additional information.

During the Construction Phase ENGINEER shall provide the following:

1. ENGINEER shall consult with and advise CLIENT and act as CLIENT's representative to the extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned below, and except as ENGINEER may otherwise agree in writing.
 - a. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Approved Planning Board Plans and ENGINEER shall keep CLIENT informed of the progress of the work.
 - b. The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Approved Plans and that the integrity of the design concept as reflected in the Approved Plans has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
2. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Approved Plans or that it will prejudice the integrity of the design concept of the Project as reflected in the Approved Plans.
3. Shop Drawings (if applicable). ENGINEER shall review Shop Drawings which have been reviewed and approved by the Applicant's Design Professional, but only for conformance with the design concept of the Project and compliance with the information given in the Approved Plans. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

4. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Applicant.
5. Inspections and Tests. ENGINEER in conjunction with design professionals shall have authority, as CLIENT's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
6. Applicant's Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by the Applicant in accordance with the Approved Plans (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to CLIENT with written comments.
7. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; Operational Phase.

Invoice Number	Invoice Date	PO Number	Invoice Amount	Description
113017-1	11/30/2017	CKRQ	\$124,079.58	SITE INSPECTION FEE
Check# 552	Chk Date 12/01/2017	Vendor #	V3815	Check Amount \$124,079.58

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF MICR SECURITY FEATURES

Montreign Operating Company, LLC
 204 State Route 17B
 Monticello, NY 12701

Fifth Third Bank
 38 Fountain Square Plaza
 Cincinnati, OH 45263

13-31
420

No. 552

Date 12/01/2017 Exactly One Hundred Twenty Four Thousand Seventy Nine And 58/100 Dollars

AMOUNT OF CHECK

\$*****124,079.58

VOID AFTER 90 DAYS

PAY TO THE ORDER OF:

TOWN OF THOMPSON
 TOWN OF THOMPSON TOWN HALL
 4052 ROUTE 42
 MONTICELLO NY 12701

Montreign

[Signature]

AUTHORIZED SIGNATURE

⑈000552⑈ ⑆042000314⑆ 7028065568⑈

INSP. fees

Montreign Operating Company, LLC

TOWN OF THOMPSON

No. 553

Invoice Number	Invoice Date	PO Number	Invoice Amount	Description
113017-2	11/30/2017	CKRQ	\$152,460.00	RESTORATION SECURITY ESCROW
Check# 553	Chk Date 12/01/2017	Vendor #	V3815	Check Amount \$152,460.00

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 31 SECURITY FEATURES

Montreign Operating Company, LLC
204 State Route 17B
Monticello, NY 12701

Fifth Third Bank
38 Fountain Square Plaza
Cincinnati, OH 45263

13-31
420

No. 553

Date 12/01/2017 Exactly One Hundred Fifty Two Thousand Four Hundred Sixty And 00/100 Dollars

AMOUNT OF CHECK

\$*****152,460.00

VOID AFTER 90 DAYS

PAY TO THE ORDER OF:

TOWN OF THOMPSON
TOWN OF THOMPSON TOWN HALL
4052 ROUTE 42
MONTICELLO NY 12701

AUTHORIZED SIGNATURE

⑈000553⑈ ⑆042000314⑆ 7028065568⑈

Restoration Bond

William J. Rieber, Jr.

From: Michael Messenger <mmessenger@townofthompson.com>
Sent: Wednesday, March 14, 2018 10:08 AM
To: supervisor@townofthompson.com
Subject: Richard Heins

Hello,

Richard Heins has completed his grade C water license and I would like to recommend promoting him to a Grade C water operator at the Town Board meeting on March 20th.

Michael Messenger
Superintendent
Town of Thompson Water & Sewer Dept.
(845) 794-5280 Ext. 104
mmessenger@townofthompson.com

IMPORTANT NOTICE: This e-mail and any attachments may contain confidential or sensitive information which is, or may be, legally privileged or otherwise protected by law from further disclosure. It is intended only for the addressee. If you received this in error or from someone who was not authorized to send it to you, please do not distribute, copy or use it or any attachments. Please notify the sender immediately by reply e-mail and delete this from your system. Thank you for your cooperation.

the department over which such Superintendent has authority and jurisdiction. If the reference is to the Superintendent of Sewer and Water or Superintendent of Park and Recreation, it means only the Superintendent of that department, as the case may be, without regard to whether both positions are held by one person.

ARTICLE III: - COMPENSATION AND WAGES

301. Compensation: Employees shall be compensated only in accordance with this article of this agreement.

302. Job Titles: The following job titles shall be held by employees within the bargaining unit. The present job titles and applicable base wages as of December 31, 2015, for employees employed before December 31, 2015, is follows:

a. Sewer Employees: Employees who meet higher certification requirements may be entitled to a classification change at any time during the fiscal year. Upon achieving a higher certification level, the Superintendent shall advise the Town Board of same and may request a job classification change. The Town Board may, upon confirmation of certification and recommendation from the Superintendent, authorize the immediate upgrade of classification and salary for said employee.

	<u>01/01/16</u>	<u>01/01/17</u>	<u>01/01/18</u>
CLERK	\$21.79	\$22.45	\$23.13
SEWER PLANT OPERATOR TRAINEE	\$17.72	\$18.26	\$18.89 - Prev.
SEWER PLANT OPERATOR TRAINEE WITH GRADE C WATER LICENSE OR HIGHER WITH MINIMUM 1 YEAR EXPERIENCE & CDL LICENSE	\$21.80	\$22.46	\$23.13
SEWER PLANT OPERATOR 2A WITH GRADE C WATER LICENSE OR HIGHER WITH MINIMUM 2 YEARS EXPERIENCE & CDL LICENSE	\$25.89	\$26.67	\$27.47
SEWER TREATMENT PLANT OPERATOR 3A	\$34.06	\$35.08	\$36.13

Rick Heins New Pay scale

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Region 3
21 South Putt Corners Road, New Paltz, NY 12561-1620
P: (845) 256-3000 | F: (845) 255-3414
www.dec.ny.gov

March 8, 2018

Supervisor and Town Board
Town of Thompson
4052 Route 42
Monticello, NY 12701

**Re: Notice of Violation – Sanitary Sewer Overflows
Emerald Green / Lake Louise Marie WWTP
Town of Thompson, Sullivan County
SPDES # NY0035645 and Consent Order: R3-201400407-55;
R3-20140501-73; R3-20140327-48; R3-20150409-39; R3-20150409-40**

Dear Town Officials:

A review of NY-Alert notification submitted in accordance with Sewage Right to Know Law from January 2017 to March 7, 2018 indicates that untreated sewage was discharged via Pump Station #9 to the Davies a total of 13 times. These events occurred on February 24 2017, March 29 2017, March 31 2017, April 4 2017, April 11 2017, May 26 2017, July 14 2017, August 17 2017, October 30 2017, January 23 2018, February 20 2018, February 25 2018, and March 2 2018.

The discharge of untreated sewage is a violation of Article 17 of the New York State Environmental Conservation Law (ECL), which states that it shall be unlawful to discharge pollutants to the water of the state from any outlet or point source without a SPDES Permit or in a manner other than as prescribed by such permit. Article 17 violations are subject to penalties of up to \$37,500 per violation, per day.

The event of March 2, 2018 due to power outage at the pump station and excessive inflow and infiltration in the collection system resulted in the discharge of approximately 750,000 gallons of untreated sewage into Davies Lake. Electrical power was not restored to the pump station until March 4, 2018 and this exacerbated the discharge into the receiving water. Therefore, there is a need to provide ready access to a backup emergency generator during power outages to forestall recurrence of uncontrolled discharge of untreated sewage to the receiving water.

The proposed improvement projects to correct the deficiencies at the pump station and the collection system was submitted by McGoey, Hauser and Edsall Consulting Engineers PC in a letter dated March 2, 2018. The improvement projects should address the issue of prompt access to backup emergency generator at the pump station.

Notice of Violation – Sanitary Sewer Overflows
Emerald Green / Lake Louise Marie WWTP
Town of Thompson, Sullivan County

Implementation of the proposed improvement projects must be considered a high priority considering the frequent bypasses of untreated sewage to the receiving water.

To resolve the violation, you are required to attend a technical meeting in this Office on March 16, 2018 at 11:00 am to discuss technical issues associated with this violation to correct the deficiencies.

The Department anticipates your compliance with the requirements of the SPDES program which we will take into consideration before making a final determination regarding appropriate enforcement action for the violations.

Your cooperation in operating and maintaining this facility, complying with your SPDES permit and the protection of New York's Waters is appreciated. Should you have any questions, please contact me at (914) 428-2505, Ext 365.

Very truly yours,



Adedayo Adewole, P.E,
Professional Engineer 1(Environmental)

cc: Shohreh Karimipour, Regional Water Engineer
Michael Messenger, Superintendent, Town of Thompson Water & Sewer Dept.



William J. Rieber, Jr.
Town Supervisor

Town Board Members
Scott Mace, Deputy
Peter Briggs
John Pavese
Melinda Meddaugh

4052 Route 42, Monticello, N.Y. 12701

Telephone (845) 794-2500

Fax (845) 794-8600

March 13, 2018


Bills over \$1,250.00

We are requesting permission to pay the attached invoice for a new compressor for the heating/air conditioner unit in the Town Hall.

Meier Supply Co., Inc. Invoice #1893650 \$1,744.51

Grand Total Due: \$1,744.51

Procurement: Sole Source Procurement



Gary Lasher, Comptroller



MEIER SUPPLY CO., INC.
 Phone: (607)797-7700 Fax: (607)797-4372
 www.MeierSupply.com
 MEIER SUPPLY CORPORATE OFFICE
 275 Broome Corporate Parkway
 Conklin, NY 13748-1511

Branch: Middletown

INVOICE

INVOICE DATE	INVOICE #	ACCOUNT NUMBER
3/01/18	1893650	109646
PLEASE SEND PAYMENTS TO:		
MEIER SUPPLY CO., INC. 275 Broome Corporate Parkway Conklin, NY 13748-1511		
ENROLLMENT TOKEN	PDK VMB KKD	

BILL TO:

Town of Thompson
 4052 Route 42N
 Monticello, NY 12701
 USA

SHIP TO:

TOWN OF THOMPSON
 33 JEFFERSON STREET
 MONTICELLO, NY 12701
 USA

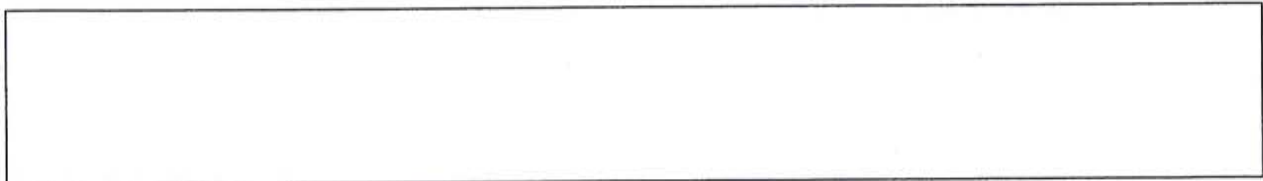
PO Number	Terms Description	Net Due Date	Djisc Due Date	Discount Amount			
Town Hall	Net 30	3/31/18					
Order Date	Order #	Primary Salesrep Name	Taker				
2/28/18	4080026	Kristopher Hollenbeck	KHOLLENBECK				
Ordered QTY	Shipped QTY	Remaining QTY	Disp.	Item ID Item Description	UOM	Unit Price	Extended Price

Instructions: Deliver Thursday

1	1	0		COPE ZP90KCE-TF5-950 Welded Compressor Serial Number: 16GC2848D	EA	1,744.5085	1,744.51
---	---	---	--	------------------------------------------------------------------------------	----	------------	----------

Total Lines: 1

SUB-TOTAL: 1,744.51
TAX: 0.00
DELIVERY CHARGE: 0.00
AMOUNT DUE: 1,744.51



NY Locations

Albany
 Binghamton
 Buffalo
 Middletown
 Rochester
 Syracuse
 Utica

PA Locations

Allentown
 Altoona
 Erie
 Hanover
 Harrisburg
 Scranton
 Stroudsburg
 Wilkes-Barre
 Williamsport

Shipment Accepted By:
 Dave Kerber delivered 3/1/18

See Reverse for branch phone, address, terms and conditions.

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 Slack Chemical Company, Inc. for the purchase of 440 gallons of Sternpac for Emerald Green Wastewater Facility. This includes a \$526.00 credit for 55 gallon drum & pallet returns.

**Slack Chemical Co. Inc. - Invoice #360017 - \$2091.40 &
Credit Invoice #155180 – (\$526.00) = \$1,565.40**

Grand total due: \$1,565.40

Procurement: Sole Source procurement. We purchase 220 gallons regularly but purchased 440 gallons to prevent running short, saving time and fuel surcharge savings.



ISO 9001:2015

CHEMICAL COMPANY Incorporated

465 South Clinton St., P.O. Box 30
 Carthage, NY 13619-0030 USA
 Federal I.D. # 15-0503203



Customer Number	
4778	
Invoice Date	Invoice Number
2/23/2018	360017
Due Date	BL Number
3/25/2018	357191

Phone: (315) 493-0430

Fax: (315) 493-3931

INVOICE**Sold To:**

**Thompson Town
 4052 Route 42
 Only 1 product per invoice
 Monticello, NY 12701-3221
 MAIL ORIGINALS
 Tel. No. 845-794-5280 , Fax No. 845-794-2777

Ship To:

**THOMPSON TOWN OF
 EMERALD GREEN SEWER PLANT
 #158 LAKE LOUISE MARIE RD
 Rock Hill, NY 12775
 PH# 845-794-5280

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
2/23/2018	Slack ZV	NET 30	email	075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
8	55 G DRUM-SP	440 G	SternPAC Polyaluminum Chloride	3.8100 / G	1,676.40
				Merchandise SubTotal	1,676.40
				Fuel Surcharge	35.00
				Total Container Deposit	360.00
				Pallets Shipped: 2	20.00
				Total Invoice	2,091.40
Tax Exempt:					

Please Remit Payment To: **Slack Chemical Company, Inc. · P.O. Box 30 · Carthage, NY · 13619**

All past due invoices are subject to FINANCE CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE OF 18%)



CHEMICAL COMPANY Incorporated

465 South Clinton St., P.O. Box 30
 Carthage, NY 13619-0030 USA
 Federal I.D. # 15-0503203



ISO 9001:2015

Customer Number	
4778	
Date	Number
2/23/2018	155180
Ship Date	Assoc. Number
2/23/2018	

Phone: (315) 493-0430 Fax: (315) 493-3931

CREDIT MEMO

S
O
L
D
T
O
 **Thompson Town
 4052 Route 42
 Only 1 product per invoice
 Monticello, NY 12701-3221
 MAIL ORIGINALS

S
H
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O
 **THOMPSON TOWN OF
 EMERALD GREEN SEWER PLANT
 #158 LAKE LOUISE MARIE RD
 Rock Hill, NY 12775
 PH# 845-794-5280

CUSTOMER ORDER NUMBER Order Number SHIPPED VIA [075] SALES AGENT TERMS
 BOL 357191 Slack Travis Rumble

UNITS PACKAGE DESCRIPTION TOTAL QUANTITY UNIT PRICE AMOUNT

		Drum Return Credit:			526.00
		Less Cleaning Charge			24.00
		CREDIT - DO NOT PAY			
		Returns:			
		1 1EPALLET, deposit 10			
		4 55GDRUM-SB, deposit 45			
		8 55GDRUM-SP, deposit 45			

PLEASE REMIT TO: Slack Chemical Company, Inc.
 P.O. Box 30
 Carthage, NY 13619

TOTAL	-526.00
-------	---------

CREDIT - DO NOT PAY

