

TOWN OF THOMPSON

-Meeting Agenda-

TUESDAY, JULY 17, 2018

7:30 P.M.

**CALL TO ORDER
ROLL CALL
PLEDGE TO THE FLAG**

APPROVAL OF PREVIOUS MINUTES: July 03, 2018 Regular Town Board Meeting

**PRESENTATION: NY POWER AUTHORITY
LED STREETLIGHT CONVERSION PROPOSAL**

PUBLIC COMMENT:

CORRESPONDENCE:

- **Town Clerk Calhoun:** Letter dated 07/05/18 to Ms. Leslie M. Fernandez, Fireworks by Grucci, Inc. Re: Fireworks Display Permit for Empire Resorts, Inc. (Resorts World Catskills), 888 Resorts World Drive, Monticello, NY 12701 on 07/08/18 at 10PM, Rain Date: 07/09/18, SBL # 23.-1-52.1.

AGENDA ITEMS:

- 1) **Zone Change Request: Arthur Glick Truck Sales, Inc.,** Old Route 17, Monticello, SBL #31.-1-62.1 from SR to HC-2 Zone
- 2) **Award Bids: Bond Anticipation Note (BAN) for Kiamesha Lake Sewer District Tributary Sewerline Replacement Project**
- 3) **Award Bids: Kiamesha Lake Sewer District Tributary Sewerline Replacement Project**
- 4) **Summer Youth Day Camp Special Events:** Approve and Authorize Agreement with Spencer Daniels Agency for Inflatable Entertainment Activities \$3,154.93
- 5) **Discussion: Healthy Kids CDBG Grant Application**
- 6) **Discuss and Approve New PILOT Agreements:** Golden Ridge Development
- 7) **TARA Spay/Neuter Program:** Approve Additional Spending of \$2,500.00
- 8) **Discussion: Changing the September 4th Town Board Meeting to September 11th**
- 9) **Award Bids: (1) or More 2020 or Newer Freightliner Model 108SD 4X4 Diesel Truck Chassis** for the Highway Department
- 10) **Bills Over \$2,500.00**
- 11) **Budget Transfers & Amendments**
- 12) **Order Bills Paid**

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

**OLD BUSINESS
NEW BUSINESS**

**PUBLIC COMMENT:
ADJOURN**

Town of Thompson LED Street Light Proposal

Project Summary

NYPA appreciates the opportunity to provide Town of Thompson with a proposal for a turn-key project to upgrade the existing street light system to energy efficient, long lasting LED street lights. NYPA will partner with you to design and implement this important project. As part of our value proposition, we may be able to assist with project financing as NYPA offers low cost financing to customers who upgrade their lighting system. Through this project, the Town of Thompson will upgrade all of its street lights; 824 in total. The annual savings generated by this project for your taxpayers is: \$92,219 in energy costs.

Scope of Services

NYPA proposes to provide the following services:

- Validating the accuracy of the lighting inventory and providing updates to lighting registry.
- Where needed, offering guidance on the purchase of lighting equipment from the utility.
- Providing engineering design by a licensed PE firm; buying LED lighting equipment and selecting an installation contractor in accordance with New York State procurement guidelines. The LED equipment purchased will include photocells, wireless control system and shielding per customer request.
- Providing project and construction management along with field supervision and project closeout.
- Overseeing hazardous waste management and disposal in accordance with environmental law.

Benefits

- \$24,565 per year in electricity cost savings
- Simple payback of 11.67 years
- Annual positive cash flow of \$3,713.
- Improved light quality and reliability. LED lights are night sky compliant.
- Reduced maintenance costs. LED lights have a life expectancy in excess of 15 years. Since LED street light bulbs last much longer, fewer replacements of failed bulbs are needed freeing up staff for other projects.

Financials

- The cost to develop and implement this project on a full turn-key basis is \$1,075,491.
- The Savings to Investment ratio is 1.6.
- The Net Present Value for this infrastructure investment is \$620,111.
- The Internal Rate of Return is 20.8%.
- Cumulative Cash Flow is \$1,714,723.

Next Steps

- Execute Energy Services Program Master Contract and Design Authorization to Proceed.
- Schedule a project kickoff meeting with NYPA and our implementation contractor.



Customer Energy Solutions

Total Project Summary
New York Power Authority - Energy Efficiency Program
Town of Thompson

June 1, 2018

Project Cost: CONCEPTUAL COST ESTIMATE			
Total Fixtures: 824		Material	Labor
	Construction Costs:	\$60,329.00	\$37,450.00
	Decorative Fixtures:	\$289,000.00	\$72,250.00
	Sample Fixtures:	\$2,850.00	\$1,500.00
	Fuses & Fuse Holders:	\$37,080.00	\$0.00
	CityTouch Smart Nodes:	\$0.00	\$0.00
	10% Infrastructure Replacement	\$0.00	\$0.00
	GIS and Registry Updates:	\$0.00	\$8,240.00
	Wiring:	\$0.00	\$20,600.00
	<i>Allowance Tree Trimming:</i>	\$0.00	\$2,570.88 (See Note # 5)
	Payment and Performance Bonds:	\$0.00	\$2,852.22
	Permits:	\$0.00	\$749.00
	Totals:	\$389,259.00	\$146,212.10
	Total Material, Labor, & Asbestos:	\$535,471.10	
	Contingency: 10%	\$53,547.11	
	Subtotal:	\$589,018.21	
	Abatement Design & Monitoring:	\$5,000.00	
	<i>Allowance Hazardous Waste Disposal Cost:</i>	\$3,296.00	
	Environmental Subtotal:	\$8,296.00	
	Design, & Construction Mgt:	\$73,627.28	(See Note # 4)
	NYPA Project Mgt. & Administrative:	\$83,867.69	(See Note # 1)
	Project Management Subtotal:	\$157,494.96	
	Purchase of Fixtures	\$310,400.00	
	Project Subtotal:	\$1,065,209.17	
	Interest During Construction (IDC):	\$37,282.32	(See Note # 2)
	Total Project Cost:	\$1,102,491.49	
Estimated Energy Savings (Based on 17,591 fixtures)			
	<u>Estimated Electrical Savings:</u>	<u>Estimated Fuel Savings:</u>	<u>MMBtu Savings:</u> <u>Cost Savings:</u>
	kWh Savings: 278,189	Natural Gas: 0 ccf	0.0 \$0.00
	kWh Cost Savings: \$ 24,565.31	Oil Savings: 0 gal	0.0 \$0.00
	Monthly kW Savings: N/A	Steam (100 psi): 0 lbs	0.0 \$0.00
	kW Cost Savings: N/A	Other: 0	0.0 \$0.00
	Total Electrical Savings: \$24,565.31		0.0 \$0.00
	Total Energy Savings: \$24,565.31	Maint. Savings: \$67,654.00	Est. Total Savings: \$92,219.31
Simple Payback			
	Total Project Cost With IDC:	\$1,102,491.49	
	Estimated Rebates & Incentives:	\$27,000.00	
	Net Project Cost:	\$1,075,491.49	
	Total Amount Saved:	\$92,219.31	
	Simple Payback:	11.66	
Project Financing			
	TOTAL AMOUNT FINANCED:	\$1,075,491.49	(Rebates & Incentives Not Included)
	Interest Rate:	2.90%	(See Note # 3)
	Years Financed:	15	
	Number of Payments:	180	
	Annual Debt Service to NYPA:	\$88,506.37	
	Monthly Debt Service to NYPA:	\$7,375.53	
	Total Project Cost after Financing:	\$1,327,595.56	
	Total Annual Savings:	\$92,219.31	
	Payback With Financing:	14.40	
	Annual Cash Flow:	\$3,712.93	

Notes:

1. NYPA Project Mgt. & Administrative represents a fee of 8% of the Construction Costs, Asbestos Abatement, Design & Construction Fee, and associated contingencies.
2. Interest During Construction (IDC) Estimated based on 3.5% interest rate.
3. Financing assumed at 2.9% interest. Actual rate is variable.
4. Other defined on an as needed basis
5. Assumes 2% of total fixtures @ \$156/pcr

C

MARILEE J. CALHOUN
Town Clerk

Town of Thompson

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

KELLY M. MURRAN
Deputy Town Clerk

TOWN HALL
4052 Route 42
Monticello, NY 12701-3221

July 05, 2018.

Ms. Leslie M. Fernandez
Fireworks by Grucci, Inc.
20 Pinehurst Drive
Bellport, New York 11713

Re: Fireworks Display Permit for Empire Resorts, Inc. (Resorts World Catskills)
Location: Resorts World Catskills, 888 Resorts World Drive, Monticello, NY 12701
Display Date/Time: 07/08/2018 @ 10:00 PM, Rain Date: 07/09/2018 – SBL # 23.-1-52.1

Dear Ms. Fernandez:

The Town of Thompson has authorized and approved the above-mentioned Fireworks Display Permit Application. Please accept this letter consenting to have a display of fireworks to be held at Resorts World Catskills, 888 Resorts World Drive, Monticello, NY 12701 on Sunday, July 8th, 2018 at approximately 10:00 PM with a rain date of July 9th, 2018.

Thank you in advance for your attention to this matter and please feel free to contact me should you have any questions.

Sincerely,



Marilee J. Calhoun
Town Clerk

MJC:
Encl.

PC: ✓ Hon. William J. Rieber, Jr., Supervisor and Town Board
Mr. Michael B. Mednick, Town Attorney
Mr. James L. Carnell, Jr., Director of Building, Planning & Zoning
Mr. Mat Grogan, Resorts World Catskills, 888 Resorts World Drive, Monticello, NY 12701
Mr. Jim Gerard, Fire Safety Director, MFD, 23 Richardson Ave., Monticello, NY 12701

AI

William J. Rieber, Jr. - Supervisor
Peter T. Briggs. - Councilman
Richard Sush - Councilman
Scott S. Mace - Councilman
John A. Pavese - Councilman

Town of Thompson

Town Board
4052 State Route 42
Monticello, NY 12701-3221
Phone: (845) 794-2500
Fax: (845) 794-8600

Michael Mednick - Attorney
Marilee J. Calhoun - Town Clerk

Application for Change in Zoning Designation

Tax Map Number: Section 31 Block 1 Lot 62.1

Current Zoning Designation: SR

Requested Zoning Designation: HC-2

Location: Old Route 17
Street Address or Physical Location if an undeveloped parcel(s)

Owner of Record: Arthur R. Glick and Maureen Glick

Tax Address: _____
Monticello, NY 12701

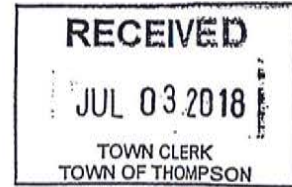
Reason for request: Property is located adjacent to HC-2 District, and is adjacent
to the parcel on which owner conducts his business Arthur Glick Truck Sales, Inc. of
which Arthur Glick is a principal, and wants to be able to expand the operation
of Arthur Glick Truck Sales, Inc.

There is an application fee of \$75.00 which must be submitted with this form. This fee has been instituted to compensate the Town for costs incurred in the processing of your request.

Fee Paid [Y] [N] Cash [] Check [] Money Order []
Check # _____ Money Order # _____

Date Received: / /

DREW, DAVIDOFF & EDWARDS
LAW OFFICES, LLP
13 LIBERTY STREET - P.O. DRAWER 1040
MONTICELLO, NEW YORK 12701
(845) 794-5000



MICHAEL DAVIDOFF
BRIAN T. EDWARDS*

*ALSO ADMITTED TO FLORIDA BAR

July-3, 2018

FAX: (845) 794-5606
(NOT FOR SERVICE)

E-MAIL: ddelaw@verizon.net

Town of Thompson
Attn: Marilee J. Calhoun Town Clerk
4052 State Route 42 North
Monticello, New York 12701

Re: Thompson SBL 31-1-62.1
Owners: Arthur R. & Maureen Glick

Dear Ms. Calhoun:

Enclosed please find original Application for Change in Zoning Designation and two copies of survey map showing the property in question, along with check in the sum of \$75.00 for the Town's fee.

Very truly yours,

DREW, DAVIDOFF & EDWARDS
LAW OFFICES, LLP


By: MICHAEL DAVIDOFF, ESQ.

MD/jb
Encl

RECORD.
 TRACT.
 SON
 THE

BLOOMINGBURG - MONTICELLO
 PART 2, STATE HIGHWAY NUMBER 5457
 MAP NUMBER 174, PARCEL 346

IRON ROD FOUND AT THE
POINT OF BEGINNING OF THE 5.178 ACRES
 BEING S 61°58'00" E 18.68' FROM
 A CONCRETE NEW YORK STATE HIGHWAY
 MONUMENT FOUND

APPROXIMATE
 SHORELINE OF
 CIMARRON LAKE

VILLAGE OF MONTICELLO LINE
 N 18°07'00" W 280.07'

TOWN OF THOMPSON

N 61°58'00" W 159.97'

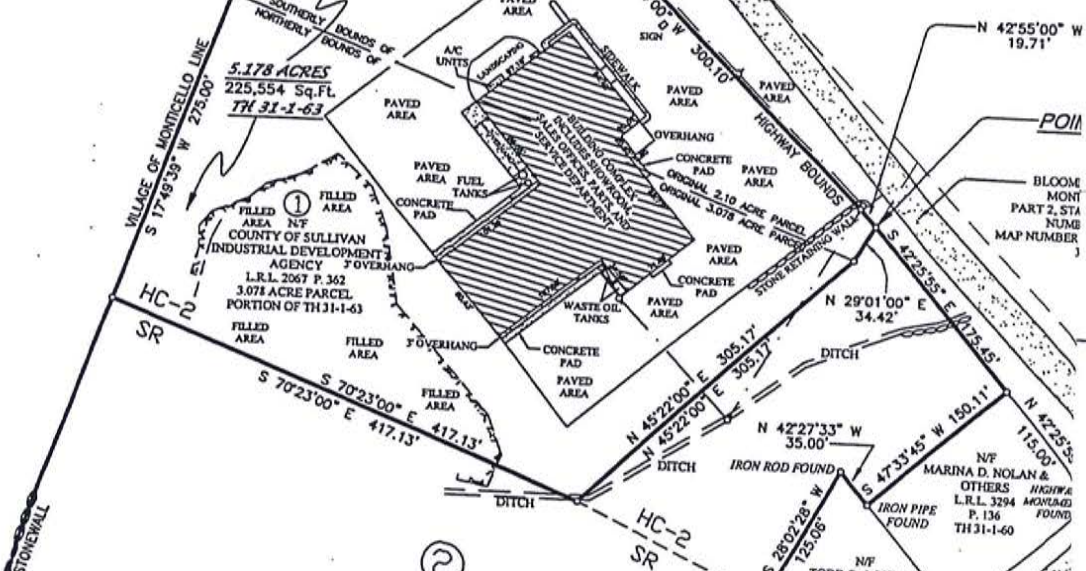
N 38°42'00" W 140.71'

N 45°54'00" W 300.10'

N 42°55'00" W 19.71'

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 STONEMALL AS PREVIOUSLY
 DESCRIBED

Travelled Via
COUNTY ROAD N
 SOMETIMES KNOWN AS THE
 BROAD ROAD OR THE QUICKWAY
 AS SHOWN ON THE OFFICIAL
 MAP OF SULLIVAN COUNTY AS



②
20.493 ACRES
 892,675 Sq.Ft.

N/F
 ARTHUR R. GLICK &
 MAUREEN GLICK
 PORTION OF
 L.R.L. 3566 P. 46
 TH 31-1-62.1

THE 20.493 ACRE PARCEL IS
 SUBJECT TO A ROAD RIGHT OF
 WAY AND THE RIGHTS OF LACEY
 TO THIS 0.229 ACRE PARCEL

N/F
 HAROLD O. &
 GLADYS
 M. LACEY
 D.L. 640 P. 435
 TH 31-1-51

N/F
 HAROLD O. &
 GLADYS
 M. LACEY
 D.L. 689 P. 467
 TH 31-1-57

N/F
 HAROLD O. &
 GLADYS
 M. LACEY
 D.L. 711 P. 784
 TH 31-1-62.2

N/F
 MARINA D. NOLAN &
 OTHERS
 L.R.L. 3294 AMENDED
 P. 136
 TH 31-1-60

N/F
 TODD O. & LIZA M.
 GLICK
 L.R.L. 2416 P. 620
 TH 31-1-61

N/F
 HAROLD O. &
 GLADYS
 M. LACEY
 D.L. 640 P. 435
 TH 31-1-51

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N 19°42'54" E 103.99'

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S 42°27'33" E 150.07'

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POINT

BLOOMINGBURG - MONTICELLO
 PART 2, STATE HIGHWAY NUMBER 5457
 MAP NUMBER 174, PARCEL 339

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Town of Thompson

Kiamesha STP Trunk Line Replacement

\$1.5M B.A.N. rate quotes

<u>Bank</u>	<u>Rate</u>
The Bank of Greene County	2.37%
Jeff Bank	2.79%
M&T Bank	2.66%
Wayne Bank	3.04%
Catskill Hudson	N/A
TD Bank	N/A



**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)

02 July 2018

Town of Thompson
4052 Route 42
Monticello, N.Y. 12701-3221

ATTENTION: WILLIAM J. RIEBER, SUPERVISOR

REFERENCE: KIAMESHA LAKE WASTEWATER TREATMENT PLANT
TRIBUTARY SEWERLINE REPLACEMENT PROJECT

Dear Supervisor Rieber:

The Town of Thompson received bids for the Kiamesha Lake Wastewater Treatment Plant Tributary Sewerline Replacement Project on 07 June 2018. The following bids were received for the project:


Contractor	Bid Amount
Vacri Construction	\$794,000.00
H. Osterhoudt	\$1,088,888.00
Boyce Excavating	\$1,192,043.00
TAM Enterprises, Inc.	\$1,818,155.00

Bidders also submitted statements to show compliance with the Town's Resolution requiring that Contractor's have approved Apprenticeship Agreements on contracts exceeding \$500,000. Based upon a review by the Town Board Attorney, it appears that the Vacri Construction program only partially complies with the Resolution, while the H. Osterhoudt program fully complies. Therefore, we recommend that the Board consider award of the project to H. Osterhoudt.

Should you have any questions or should require additional information, please do not hesitate to contact this office.

Very truly yours,

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


Matthew J. Sickler, P.E.

Associate
MJS/amn
Enclosure

F:\2017\17-728 Kiamesha WWTP Sewer Main Tributary Replacement\Correspondence\Rec of Award_06-08-18.docx



BID ANALYSIS SHEET

PROJECT: KIAMESHA WWTP TRIBUTARY SEWERLINE

OWNER: TOWN OF THOMPSON

BIDS RECEIVED: 7-Jun-18

ITEM	CLASSIFICATION	EST. QUANTITIES	UNIT	VACRI CONSTRUCTION		H. OSTERHOUDT		BOYCE EXCAVATING		TAM ENTERPRISES	
				unit price	amount	unit price	amount	unit price	amount	unit price	amount
1	Temporary Facilities	1	LS	\$168,750.00	\$168,750.00	\$219,654.00	\$219,654.00	\$183,979.00	\$183,979.00	\$215,371.00	\$215,371.00
2	Maintenance and Protection of Traffic	1	LS	\$10,000.00	\$10,000.00	\$9,528.00	\$9,528.00	\$27,398.00	\$27,398.00	\$5,699.00	\$5,699.00
3	Furnish and Install 8 Dia. SDR 35 PVC Gravity Sewage Pipe	36	LF	\$100.00	\$3,600.00	\$172.00	\$6,192.00	\$135.00	\$4,860.00	\$253.00	\$9,108.00
4	Furnish and Install 12 Dia. Corugated Gravity Sewage Pipe	400	LF	\$100.00	\$40,000.00	\$162.00	\$64,800.00	\$152.50	\$61,000.00	\$301.00	\$120,400.00
5	Furnish and Install 12" Dia. Dual Wall Corrugated Gravity Sewage Pipe (Within Pavement)	15	LF	\$385.00	\$5,775.00	\$209.00	\$3,135.00	\$444.00	\$6,660.00	\$332.00	\$4,980.00
6	Furnish and Install 18" Dia. Dual Wall Corrugated Gravity Sewage Pipe	3450	LF	\$105.00	\$362,250.00	\$168.00	\$579,600.00	\$184.00	\$634,800.00	\$335.00	\$1,155,750.00
7	Furnish and Install 18" Dia Dual Wall Corrugated Gravity Sewer Pipe (Within Pavement)	50	LF	\$400.00	\$20,000.00	\$215.00	\$10,750.00	\$373.00	\$18,650.00	\$322.00	\$16,100.00
8	Furnish and Install 3" Dia. SDR-26 Forcemain	10	LF	\$375.00	\$3,750.00	\$372.00	\$3,720.00	\$254.00	\$2,540.00	\$371.00	\$3,710.00
9	Furnish and Install 6" Dia. SDR-26 Forcemain	10	LF	\$375.00	\$3,750.00	\$372.00	\$3,720.00	\$229.00	\$2,290.00	\$348.00	\$3,480.00
10	Precast Concrete Gravity Sewage Manhole (5' Diameter)	16	EA	\$7,000.00	\$112,000.00	\$6,300.00	\$100,800.00	\$10,145.50	\$162,328.00	\$8,540.00	\$136,640.00
11	Precast Concrete Doghouse Sewage Manhole (5' Diameter)	2	EA	\$10,000.00	\$20,000.00	\$7,797.00	\$15,594.00	\$11,083.00	\$22,166.00	\$12,317.00	\$24,634.00
12	6' Chain Link Gate	1	EA	\$2,500.00	\$2,500.00	\$2,295.00	\$2,295.00	\$2,295.00	\$2,295.00	\$3,850.00	\$3,850.00
13	Connection to Existing Manhole	1	EA	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$3,467.00	\$3,467.00	\$8,296.00	\$8,296.00
14	Abandonment of Existing Sanitary Sewer Manhole (A03)	1	EA	\$2,500.00	\$2,500.00	\$7,600.00	\$7,600.00	\$4,635.00	\$4,635.00	\$11,158.00	\$11,158.00
15	Abandonment of Existing Sanitary Sewer Manhole	12	EA	\$750.00	\$9,000.00	\$2,275.00	\$27,300.00	\$1,700.00	\$20,400.00	\$767.00	\$9,204.00

ITEM	CLASSIFICATION	EST. QUANTITIES	UNIT	VACRI CONSTRUCTION		H. OSTERHOUDT		BOYCE EXCAVATING		TAM ENTERPRISES	
				unit price	amount	unit price	amount	unit price	amount	unit price	amount
C-1	Additional Subbase Material	50	CY	\$55.00	\$2,750.00	\$38.00	\$1,900.00	\$55.00	\$2,750.00	\$267.00	\$13,350.00
C-2	Additional Crushed Stone Foundation Material	100	CY	\$45.00	\$4,500.00	\$42.00	\$4,200.00	\$61.00	\$6,100.00	\$168.00	\$16,800.00
C-3	Rock Excavation and Removal	75	CY	\$100.00	\$7,500.00	\$95.00	\$7,125.00	\$100.00	\$7,500.00	\$100.00	\$7,500.00
C-4	Select Borrow Backfill	200	CY	\$25.00	\$5,000.00	\$46.00	\$9,200.00	\$50.00	\$10,000.00	\$164.00	\$32,800.00
C-5	Class A Concrete	10	CY	\$400.00	\$4,000.00	\$190.00	\$1,900.00	\$350.00	\$3,500.00	\$850.00	\$8,500.00
C-6	Test Pit Excavations	25	CY	\$135.00	\$3,375.00	\$75.00	\$1,875.00	\$165.00	\$4,125.00	\$433.00	\$10,825.00
	Total				\$794,000.00		\$1,088,888.00		\$1,191,443.00		\$1,818,155.00



BID OPENING

PROJECT: KIAMESHA WWTP TRIBUTARY SEWERLINE OWNER: TOWN OF THOMPSON

BID OPENING: 6/7/2018 TIME: 2:00 PM

SET NO.	CONTRACTOR	BASE BID	BID BOND	WICKS FORM	NON-COLLUSION	AFFIDAVIT
1	TOWN OF THOMPSON					
2	MHE					
3	TAM ENTERPRISES, INC.	1,818,155.00	✓	✓	✓	✓
4	H. OSTERHOUDT	1,088,888.00	✓	✓	✓	✓
5	UNSOLD					
6	BOYCE EXCAVATING	1,192,043.00	✓	✓	✓	✓
7	ROEHRS CONSTRUCTION					
FD-2	JETT INDUSTRIES, INC.					
FD-6	VACRI CONSTRUCTION	794,000.00	✓	✓	✓	✓
FD-7	CONSTRUCT CONNECT					
FD-8	W.M. SCHULTZ					
FD-9	LINDE CORPORATION					
FD-10	RAY S. PANTEL					
FD-11	MONTANA CONSTRUCTION CORP.					

Karen Schaefer

From: Jeff Siegel <jeff@spencerdaniels.com>
Sent: Monday, July 09, 2018 11:00 AM
To: kschaef@townofthompson.com
Subject: Re: Thompson Camp

Hi Karen,

I left you a voicemail also. Are you thinking of having the mini golf, the full obstacle and a slide or just one of the items? We would also include the delivery, set up and staff attendants at no charge. if there is not enough electric we can bring generators and gasoline but that we would have to charge for.

Full Obstacle = \$1700.00
Mini Golf = \$995.00
Giant 18ft dry slide = \$1200.00
(wet slide = \$1700.00)

total with dry slide is \$3895.00 The discount that we can offer to the town would be 25% = (\$973.75)

The total would be \$2921.25 (the four staff is valued at \$600 and the delivery, set up and pick up is another \$150 for a total of \$750.00)

The only other amount to be added to your total discounted price would be the 8% sales fee that we add to all events. this is not sales tax. \$233.68

Let me know. As for the total contract I can send you two separate contracts for the event date if you need. There is also not any charge or fee should there be a need for a rain date.

Thank you

Jeff

Jeff Siegel - CEO & President
The Spencer Daniels Agency, Inc.
jeff@spencerdaniels.com

<https://youtu.be/Ea-3phdYb7A> full event production

OUR SERVICE LINES

SDA Audio Visual <https://youtu.be/mu6hb66PxpM>
SDA Casino Parties <https://youtu.be/aWW-DED9D4A>
SDA Decorations / Lighting <https://youtu.be/V7pzEro7-il>
SDA DJs / MCs
SDA Event Rentals
SDA Photography & Photo Entertainment
SDA Inflatables <https://drive.google.com/drive/folders/1uiMs-7T3Hy4A6LaxFBpWxV5yMyjRpL2B?usp=sharing>

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 July 17, 2018

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF
THOMPSON AUTHORIZING THE EXECUTION OF A PAYMENT IN-
LIEU OF TAX (“PILOT”) AGREEMENT BY AND AMONG THE TOWN
OF THOMPSON, ISABELLA HOUSING DEVELOPMENT FUND
COMPANY, INC. AND ISABELLA LIMITED PARTNERSHIP**

WHEREAS, the Town of Thompson (the “Town”) desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for persons with low incomes; and

WHEREAS, Isabella Housing Development Fund Company, Inc., a New York Article XI private housing finance law corporation and a New York not-for-profit corporation (the “HDFC”), and Isabella Limited Partnership, a New York limited partnership (the “Partnership”), have identified property located at 7 and 9 Isabel Lane, Town of Thompson, County of Sullivan, State of New York (Section 13, Block 3, Lot 37.7) (the “Land”), for the purpose of construction on the Land of a housing project for persons of low income, said project to consist of: (i) the acquisition of the Land; (ii) the construction thereon of eighty-one (81) units (including 1 superintendent’s unit) of senior or workforce housing, including special needs, for persons of low income, to be known as Isabella Apartments (the “Improvements”); and (iii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the “Equipment”, and collectively with the Land and the Improvements, the “Project”); and

WHEREAS, the HDFC was formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the HDFC will acquire fee title to the Land, as nominee for the Partnership, and will convey its equitable and beneficial interests in the Land to the Partnership in furtherance of the development of the Project; and

WHEREAS, the HDFC’s and the Partnership’s plan for the use of the Land constitutes a “housing project” as that term is defined in the Private Housing Finance Law of the State of New York (“PHFL”); and

WHEREAS, the HDFC is a “housing development fund company” as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Town Board to exempt the Project from real property taxes; and

WHEREAS, the HDFC will be a co-general partner of the Partnership; and

WHEREAS, the Partnership and the HDFC are willing to enter into a PILOT Agreement whereby they will make annual payments in lieu of taxes to the Town as set forth in the PILOT Agreement presented to the Town Board for approval;

NOW THEREFORE, BE IT RESOLVED that the Town Board hereby exempts the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approves the proposed PILOT Agreement by and among the Town, the Partnership and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and it is

FURTHER RESOLVED, that the Supervisor of the Town is hereby authorized to execute and deliver the foregoing PILOT Agreement on behalf of the Town; and it is

FURTHER RESOLVED, that this resolution shall take effect immediately.

Moved by
Seconded by

Adopted the 17th day of July, 2018.

The members of the Town Board voted as follows:

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

CERTIFICATION

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto was adopted by said Town Board on July 17, 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 aid original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on July ___, 2018.

Town Clerk

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT)
BY AND AMONG THE TOWN OF THOMPSON, ISABELLA
HOUSING DEVELOPMENT FUND COMPANY, INC. AND
ISABELLA LIMITED PARTNERSHIP**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the “Agreement”), dated _____, 2018, by and among the **TOWN OF THOMPSON, NEW YORK**, a New York incorporated municipality, having its principal office located at 4052 Route 42, Monticello, New York 12701 (the “Town”) and **ISABELLA HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York Article XI private housing finance law corporation and a New York not-for-profit corporation, having its principal office located c/o Access: Supports for Living Inc., 15 Fortune Road West, Middletown, New York 10941-1697 (the “HDFC”), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **ISABELLA LIMITED PARTNERSHIP**, a New York limited partnership, having its principal office located c/o Warwick Properties, Inc., 2 Liberty Court, Suite 3, Warwick, New York 10990 (the “Partnership”).

WHEREAS, the HDFC is, or will become, the bare legal or record owner, and the Partnership is, or will become, the beneficial and equitable owner, of certain real property located at 7 and 9 Isabel Lane, Town of Thompson, County of Sullivan, State of New York (Section 13, Block 3, Lot 37.7), as more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law (“PHFL”); and

WHEREAS, the HDFC will be the co-general partner of the Partnership; and

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

WHEREAS, the Partnership will develop, own, construct, maintain and operate a housing project for persons of low income at the Property, anticipated to consist of eighty-one (81) residential rental units (including 1 superintendent’s unit) of workforce or senior housing, including special needs, for persons of low income (the “Project”); and

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

WHEREAS, the HDFC is a “housing development fund company” as the term is defined in Section 572 of the PHFL; and

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

WHEREAS, the Council Members of the Town of Thompson, New York, by resolution adopted _____, 2018, approved and authorized the execution of this Agreement,

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the Town hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Sullivan County ("County"), the Town of Thompson ("Town"), the School District ("School District") or other taxing jurisdiction (collectively, the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of forty (40) years from the HDFC's acquisition of the Property. This Agreement shall not limit or restrict the HDFC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

3. So long as the exemption hereunder continues, commencing 30 days after the first certificate of occupancy is issued for the Project, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amount set forth in this section, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. The PILOT shall be in the amount of Two Hundred Eight and 00/100 Dollars (\$208.00) per dwelling unit per year (prorated for the year of acquisition by the HDFC), which amount shall increase each year by Two and 0/100 Dollars (\$2.00) per dwelling unit, adjusted annually. Payment shall be due on _____ of each calendar year. Payments shall be mailed via First Class mail through the United States Postal Service or personally delivered to the Town of Thompson, Attention Tax Collector, 4052 Route 42, Monticello, New York 12701, or such other addresses as the Town may specify in writing.

4. The tax exemption provided by this Agreement will continue for the term described above provided that the Property and the Project continue to be used as housing facilities for persons of low income and (i) the HDFC and the Partnership operate the Project in conformance with Article XI of the PHFL; (ii) the HDFC will assume sole legal and beneficial ownership of the Property and the Project and will operate the Project in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Property and the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL and such successor in interest shall operate the Project in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law.

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

7. This Agreement shall inure to the benefit of and shall be binding upon the Town, the HDFC and the Partnership and their respective successors and assigns, including the successors in interest of the HDFC and the Partnership. There shall be no assignment of this Agreement except with consent of the other party, which consent shall not be unreasonably withheld.

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

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

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

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

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Town, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

TOWN OF THOMPSON, NEW YORK

DATED: _____, 2018

By: _____

Name: William J. Rieber, Jr.
Title: Supervisor

ISABELLA HOUSING DEVELOPMENT FUND
COMPANY, INC.

DATED: _____, 2018

By: _____

Name: Amy Anderson Winchell
Title: President & CEO

ISABELLA LIMITED PARTNERSHIP

By: Isabella Associates, LLC,
its General Partner

DATED: _____, 2018

By: _____

Name: Jonah Mandelbaum
Title: Manager

STATE OF NEW YORK)
)
COUNTY OF SULLIVAN) SS.:

On the ____ day of _____ in the year 2018, before me personally appeared William J. Rieber, Jr., 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 person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
)
COUNTY OF) SS.:

On the ____ day of _____ in the year 2018, before me personally appeared Amy Anderson Winchell, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
)
COUNTY OF) SS.:

On the ____ day of _____ in the year 2018, before me personally appeared Jonah Mandelbaum, 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 person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT A

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 July 17, 2018

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF
THOMPSON AUTHORIZING THE EXECUTION OF A PAYMENT IN-
LIEU OF TAX (“PILOT”) AGREEMENT BY AND AMONG THE TOWN
OF THOMPSON, GOLDEN RIDGE II HOUSING DEVELOPMENT
FUND COMPANY, INC. AND GOLDEN RIDGE II LIMITED
PARTNERSHIP**

WHEREAS, the Town of Thompson (the “Town”) desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for persons with low incomes; and

WHEREAS, Golden Ridge II Housing Development Fund Company, Inc., a New York Article XI New York private housing finance law corporation and a New York not-for-profit corporation (the “HDFC”), and Golden Ridge II Limited Partnership, a New York limited partnership (the “Partnership”), have identified property located at 6 and 8 Isabel Lane, Town of Thompson, County of Sullivan, State of New York (Section 13, Block 3, Lot 37.8) (the “Land”), for the purpose of construction on the Land of a housing project for persons of low income, said project to consist of: (i) the acquisition of the Land; (ii) the construction thereon of eighty-one (81) units (including 1 superintendent’s unit) of senior or workforce housing, including special needs, for persons of low income, to be known as Golden Ridge II Apartments (the “Improvements”); and (iii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the “Equipment”, and collectively with the Land and the Improvements, the “Project”); and

WHEREAS, the HDFC was formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the HDFC will acquire fee title to the Land, as nominee for the Partnership, and will convey its equitable and beneficial interests in the Land to the Partnership in furtherance of the development of the Project; and

WHEREAS, the HDFC’s and the Partnership’s plan for the use of the Land constitutes a “housing project” as that term is defined in the Private Housing Finance Law of the State of New York (“PHFL”); and

WHEREAS, the HDFC is a “housing development fund company” as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Town Board to exempt the Project from real property taxes; and

WHEREAS, the HDFC will be a co-general partner of the Partnership; and

WHEREAS, the Partnership and the HDFC are willing to enter into a PILOT Agreement whereby they will make annual payments in lieu of taxes to the Town as set forth in the PILOT Agreement presented to the Town Board for approval;

NOW THEREFORE, BE IT RESOLVED that the Town Board hereby exempts the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approves the proposed PILOT Agreement by and among the Town, the Partnership and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and it is

FURTHER RESOLVED, that the Supervisor of the Town is hereby authorized to execute and deliver the foregoing PILOT Agreement on behalf of the Town; and it is

FURTHER RESOLVED, that this resolution shall take effect immediately.

Moved by
Seconded by

Adopted the 17th day of July, 2018.

The members of the Town Board voted as follows:

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

CERTIFICATION

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto was adopted by said Town Board on July 17, 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 aid original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on July ____, 2018.

Town Clerk

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT)
BY AND AMONG THE TOWN OF THOMPSON, GOLDEN RIDGE
II HOUSING DEVELOPMENT FUND COMPANY, INC. AND
GOLDEN RIDGE II LIMITED PARTNERSHIP**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the “Agreement”), dated _____, 2018, by and among the **TOWN OF THOMPSON, NEW YORK**, a New York incorporated municipality, having its principal office located at 4052 Route 42, Monticello, New York 12701 (the “Town”) and **GOLDEN RIDGE II HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York Article XI private housing finance law corporation and a New York not-for-profit corporation, having its principal office located c/o Access: Supports for Living Inc., 15 Fortune Road West, Middletown, New York 10941-1697 (the “HDFC”), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **GOLDEN RIDGE II LIMITED PARTNERSHIP**, a New York limited partnership, having its principal office located c/o Warwick Properties, Inc., 2 Liberty Court, Suite 3, Warwick, New York 10990 (the “Partnership”).

WHEREAS, the HDFC is, or will become, the bare legal or record owner, and the Partnership is, or will become, the beneficial and equitable owner, of certain real property located at 6 and 8 Isabel Lane, Town of Thompson, County of Sullivan, State of New York (Section 13, Block 3, Lot 37.8), as more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law (“PHFL”); and

WHEREAS, the HDFC will be the co-general partner of the Partnership; and

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

WHEREAS, the Partnership will develop, own, construct, maintain and operate a housing project for persons of low income at the Property, anticipated to consist of eighty-one (81) residential rental units (including 1 superintendent’s unit) of senior or workforce housing, including special needs, for persons of low income (the “Project”); and

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

WHEREAS, the HDFC is a “housing development fund company” as the term is defined in Section 572 of the PHFL; and

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

WHEREAS, the Council Members of the Town of Thompson, New York, by resolution adopted _____, 2018, approved and authorized the execution of this Agreement,

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the Town hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Sullivan County ("County"), the Town of Thompson ("Town"), the School District ("School District") or other taxing jurisdiction (collectively, the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of forty (40) years from the HDFC's acquisition of the Property. This Agreement shall not limit or restrict the HDFC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

3. So long as the exemption hereunder continues, commencing 30 days after the first certificate of occupancy is issued for the Project, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amount set forth in this section, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. The PILOT shall be in the amount of Two Hundred Eight and 00/100 Dollars (\$208.00) per dwelling unit per year (prorated for the year of acquisition by the HDFC), which amount shall increase each year by Two and 0/100 Dollars (\$2.00) per dwelling unit, adjusted annually. Payment shall be due on _____ of each calendar year. Payments shall be mailed via First Class mail through the United States Postal Service or personally delivered to the Town of Thompson, Attention Tax Collector, 4052 Route 42, Monticello, New York 12701, or such other addresses as the Town may specify in writing.

4. The tax exemption provided by this Agreement will continue for the term described above provided that the Property and the Project continue to be used as housing facilities for persons of low income and (i) the HDFC and the Partnership operate the Project in conformance with Article XI of the PHFL; (ii) the HDFC will assume sole legal and beneficial ownership of the Property and the Project and will operate the Project in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Property and the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL and such successor in interest shall operate the Project in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law.

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

7. This Agreement shall inure to the benefit of and shall be binding upon the Town, the HDFC and the Partnership and their respective successors and assigns, including the successors in interest of the HDFC and the Partnership. There shall be no assignment of this Agreement except with consent of the other party, which consent shall not be unreasonably withheld.

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

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

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

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

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Town, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

TOWN OF THOMPSON, NEW YORK

DATED: _____, 2018

By: _____
Name: William J. Rieber, Jr.
Title: Supervisor

GOLDEN RIDGE II HOUSING DEVELOPMENT FUND
COMPANY, INC.

DATED: _____, 2018

By: _____
Name: Amy Anderson Winchell
Title: President & CEO

GOLDEN RIDGE II LIMITED PARTNERSHIP

By: Golden Ridge II Associates, LLC,
its General Partner

DATED: _____, 2018

By: _____
Name: Jonah Mandelbaum
Title: Manager

STATE OF NEW YORK)
)
) SS.:
COUNTY OF SULLIVAN)

On the ____ day of _____ in the year 2018, before me personally appeared William J. Rieber, Jr., 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 person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
)
) SS.:
COUNTY OF)

On the ____ day of _____ in the year 2018, before me personally appeared Amy Anderson Winchell, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
)
) SS.:
COUNTY OF)

On the ____ day of _____ in the year 2018, before me personally appeared Jonah Mandelbaum, 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 person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT A

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 July 17, 2018

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF
THOMPSON AUTHORIZING THE EXECUTION OF A PAYMENT IN-
LIEU OF TAX (“PILOT”) AGREEMENT BY AND AMONG THE TOWN
OF THOMPSON, GOLDEN RIDGE IV HOUSING DEVELOPMENT
FUND COMPANY, INC. AND GOLDEN RIDGE IV LIMITED
PARTNERSHIP**

WHEREAS, the Town of Thompson (the “Town”) desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for persons with low incomes; and

WHEREAS, Golden Ridge IV Housing Development Fund Company, Inc., a to-be-formed New York Article XI private housing finance law corporation and a New York not-for-profit corporation (the “HDFC”), and Golden Ridge IV Limited Partnership, a to-be-formed New York limited partnership (the “Partnership”), have identified property located at 3 and 5 Isabel Lane, Town of Thompson, County of Sullivan, State of New York (Section 13, Block 3, Lot 37.5) (the “Land”), for the purpose of construction on the Land of a housing project for persons of low income, said project to consist of: (i) the acquisition of the Land; (ii) the construction thereon of eighty-one (81) units of senior or workforce housing, including special needs, for persons of low income, to be known as Golden Ridge IV Apartments (the “Improvements”); and (iii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the “Equipment”, and collectively with the Land and the Improvements, the “Project”); and

WHEREAS, the HDFC will be formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the HDFC will acquire fee title to the Land, as nominee for the Partnership, and will convey its equitable and beneficial interests in the Land to the Partnership in furtherance of the development of the Project; and

WHEREAS, the HDFC’s and the Partnership’s plan for the use of the Land constitutes a “housing project” as that term is defined in the Private Housing Finance Law of the State of New York (“PHFL”); and

WHEREAS, the HDFC will be a “housing development fund company” as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Town Board to exempt the Project from real property taxes; and

WHEREAS, the HDFC will be a co-general partner of the Partnership; and

WHEREAS, the Partnership and the HDFC will be willing to enter into a PILOT Agreement whereby they will make annual payments in lieu of taxes to the Town as set forth in the PILOT Agreement presented to the Town Board for approval;

NOW THEREFORE, BE IT RESOLVED that the Town Board hereby exempt the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approves the proposed PILOT Agreement by and among the Town, the Partnership and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and it is

FURTHER RESOLVED, that the Supervisor of the Town is hereby authorized to execute and deliver the foregoing PILOT Agreement on behalf of the Town; and it is

FURTHER RESOLVED, that this resolution shall take effect immediately.

Moved by
Seconded by

Adopted the 17th day of July, 2018.

The members of the Town Board voted as follows:

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

CERTIFICATION

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto was adopted by said Town Board on July 17, 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 aid original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on July ___, 2018.

Town Clerk

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT)
BY AND AMONG THE TOWN OF THOMPSON, GOLDEN RIDGE
IV HOUSING DEVELOPMENT FUND COMPANY, INC. AND
GOLDEN RIDGE IV LIMITED PARTNERSHIP**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the “Agreement”), dated _____, 2018, by and among the **TOWN OF THOMPSON, NEW YORK**, a New York incorporated municipality, having its principal office located at 4052 Route 42, Monticello, New York 12701 (the “Town”) and **GOLDEN RIDGE IV HOUSING DEVELOPMENT FUND COMPANY, INC.**, a to-be-formed New York Article XI private housing finance law corporation and a New York not-for-profit corporation, having its principal office located c/o Access: Supports for Living Inc., 15 Fortune Road West, Middletown, New York 10941-1697 (the “HDFC”), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **GOLDEN RIDGE IV LIMITED PARTNERSHIP**, a to-be-formed New York limited partnership, having its principal office located c/o Warwick Properties, Inc., 2 Liberty Court, Suite 3, Warwick, New York 10990 (the “Partnership”).

WHEREAS, the HDFC is, or will become, the bare legal or record owner, and the Partnership is, or will become, the beneficial and equitable owner, of certain real property located at 3 and 5 Isabel Lane, Town of Thompson, County of Sullivan, State of New York (Section 13, Block 3, Lot 37.5), as more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the HDFC will be a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law (“PHFL”); and

WHEREAS, the HDFC will be the co-general partner of the Partnership; and

WHEREAS, the HDFC will be formed and the Partnership will be formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the Partnership will develop, own, construct, maintain and operate a housing project for persons of low income at the Property, anticipated to consist of eighty-one (81) residential rental units of workforce or senior housing, including special needs, for persons of low income (the “Project”); and

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

WHEREAS, the HDFC will be a “housing development fund company” as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local

improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the Town of Thompson, New York, by resolution adopted _____, 2018, approved and authorized the execution of this Agreement,

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the Town hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Sullivan County ("County"), the Town of Thompson ("Town"), the School District ("School District") or other taxing jurisdiction (collectively, the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of forty (40) years from the HDFC's acquisition of the Property. This Agreement shall not limit or restrict the HDFC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

3. So long as the exemption hereunder continues, commencing 30 days after the first certificate of occupancy is issued for the Project, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amount set forth in this section, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. The PILOT shall be in the amount of Two Hundred Twelve and 00/100 Dollars (\$212.00) per dwelling unit per year (prorated for the year of acquisition by the HDFC), which amount shall increase each year by Two and 0/100 Dollars (\$2.00) per dwelling unit, adjusted annually. Payment shall be due on _____ of each calendar year. Payments shall be mailed via First Class mail through the United States Postal Service or personally delivered to the Town of Thompson, Attention Tax Collector, 4052 Route 42, Monticello, New York 12701, or such other addresses as the Town may specify in writing.

4. The tax exemption provided by this Agreement will continue for the term described above provided that the Property and the Project continue to be used as housing facilities for persons of low income and (i) the HDFC and the Partnership operate the Project in conformance with Article XI of the PHFL; (ii) the HDFC will assume sole legal and beneficial ownership of the Property and the Project and will operate the Project in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Property and the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL and such successor in interest shall operate the Project in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the

extent permitted by law.

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

7. This Agreement shall inure to the benefit of and shall be binding upon the Town, the HDFC and the Partnership and their respective successors and assigns, including the successors in interest of the HDFC and the Partnership. There shall be no assignment of this Agreement except with consent of the other party, which consent shall not be unreasonably withheld.

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

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

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

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

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Town, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

TOWN OF THOMPSON, NEW YORK

DATED: _____, 2018

By: _____
Name: William J. Rieber, Jr.
Title: Supervisor

GOLDEN RIDGE IV HOUSING DEVELOPMENT FUND
COMPANY, INC.

DATED: _____, 2018

By: _____
Name: Amy Anderson Winchell
Title: President & CEO

GOLDEN RIDGE IV LIMITED PARTNERSHIP

By: Golden Ridge IV Associates, LLC,
its General Partner

DATED: _____, 2018

By: _____
Name: Jonah Mandelbaum
Title: Manager

STATE OF NEW YORK)
)
COUNTY OF SULLIVAN) SS.:

On the ____ day of _____ in the year 2018, before me personally appeared William J. Rieber, Jr., 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 person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
)
COUNTY OF) SS.:

On the ____ day of _____ in the year 2018, before me personally appeared Amy Anderson Winchell, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
)
COUNTY OF) SS.:

On the ____ day of _____ in the year 2018, before me personally appeared Jonah Mandelbaum, 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 person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT A