

JOIN ZOOM MEETING:

<https://us02web.zoom.us/j/81788847405>

+1-646-558-8656

Meeting ID: 817 8884 7405

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

****DUE TO COVID-19 PANDEMIC THIS MEETING WILL BE STREAMED LIVE ON ZOOM TO JOIN: PLEASE SEE OUR TOWN WEBSITE: WWW.TOWNOFTHOMPSON.COM OR FACEBOOK @ TOWN OF THOMPSON NY**

TUESDAY, APRIL 20, 2021

7:00 PM MEETING

PUBLIC HEARING:

**PROPOSED LOCAL LAW #05 OF 2021 – PRAFUL DESAI, LLC (MONGAUP GAS STATION/CONVENIENCE STORE)
ZONE CHANGE REQUEST FOR 943 STATE ROUTE 17B, MONGAUP VALLEY,
SBL # 17.-1-48.2 FROM E ZONE TO HC-1 ZONE**

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: April 6th, 2021 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

- **Pamela M. Eshbaugh, P.E., Regional Planning & Program Manager, NYS DOT:** Letter dated 03/11/21 to Local Town Official Re: PIN 906777 (D264091) – Off System Bridge Rehabilitations BIN 1013820, County Road 166A over NYS Route 17, Located in Town of Mamakating, Sullivan County
- **Kara Cho, Argo Group US on behalf of Trident Insurance Company:** Email dated 04/15/21 to Comptroller DeMarmels Re: Settlement & Closure of Insurance Claim – Claimant Lance Tate, Sr. vs. Town of Thompson, DOL: 03/17/2018

AGENDA ITEMS:

- 1) CONSOLIDATION AND RATE RE-STRUCTURE OF DILLON FARMS, COLD SPRING ROAD & HARRIS SEWER DISTRICTS INTO THE CONSOLIDATED HARRIS SEWER DISTRICT**
 - A. MOTION TO CANCEL PREVIOUSLY SCHEDULED PUBLIC HEARING FOR 04/20/2021**
 - B. RESOLUTION TO AUTHORIZE PREPARATION OF A JOINT CONSOLIDATION AGREEMENT**
 - C. RESOLUTION TO ENDORSE A PROPOSED JOINT CONSOLIDATION AGREEMENT AND TO ESTABLISH DATE FOR PUBLIC HEARING – JUNE 01, 2021 AT 7:00 PM**
- 2) CONSOLIDATION AND RATE RE-STRUCTURE OF EMERALD GREEN-LAKE LOUISE MARIE & ROCK HILL SEWER DISTRICTS INTO THE CONSOLIDATED ROCK HILL/EMERALD GREEN SEWER DISTRICT**
 - A. MOTION TO CANCEL PREVIOUSLY SCHEDULED PUBLIC HEARING FOR 04/20/2021**
 - B. RESOLUTION TO AUTHORIZE PREPARATION OF A JOINT CONSOLIDATION AGREEMENT**
 - C. RESOLUTION TO ENDORSE A PROPOSED JOINT CONSOLIDATION AGREEMENT AND TO ESTABLISH DATE FOR PUBLIC HEARING – JUNE 01, 2021 AT 7:00 PM**
- 3) CONSOLIDATION AND RATE RE-STRUCTURE OF ANAWANA, KIAMESHA LAKE, HARRIS WOODS & LAKEVIEW SEWER DISTRICTS INTO THE CONSOLIDATED KIAMESHA LAKE SEWER DISTRICT**
 - A. MOTION TO CANCEL PREVIOUSLY SCHEDULED PUBLIC HEARING FOR 04/20/2021**
 - B. RESOLUTION TO AUTHORIZE PREPARATION OF A JOINT CONSOLIDATION AGREEMENT**
 - C. RESOLUTION TO ENDORSE A PROPOSED JOINT CONSOLIDATION AGREEMENT AND TO ESTABLISH DATE FOR PUBLIC HEARING – JUNE 01, 2021 AT 7:00 PM**
- 4) PROPOSED LOCAL LAW #05 OF 2021 – PRAFUL DESAI, LLC (MONGAUP GAS STATION / CONVENIENCE STORE) ZONE CHANGE REQUEST FOR 943 STATE ROUTE 17B, MONGAUP VALLEY, SBL # 17.-1-48.2 FROM E ZONE TO HC-1 ZONE – NEGATIVE DECLARATION RESOLUTION AND RESOLUTION TO ENACT LOCAL LAW (ADOPTED AT LOCAL LAW NO. 05 OF 2021)**
- 5) REVIEW & APPROVE PROFESSIONAL SERVICES AGREEMENT WITH DELAWARE ENGINEERING, DPC FOR EMERALD GREEN/LAKE LOUISE MARIE WWTP PHASE 1 UPGRADES AT A COST NOT TO EXCEED \$193,760.00**

6) REVIEW & APPROVE ENGINEERING PROPOSAL WITH MH&E FOR MELODY LAKE WATER MAIN REPLACEMENT PROJECT (TENTATIVE WAITING FOR AGREEMENT)

7) SULLIVAN RENAISSANCE – RESOLUTION TO ACCEPT & AUTHORIZE EXECUTION OF MUNICIPAL PARTNERSHIP GRANT IN AMOUNT OF \$20,000.00 FOR EXIT 106 ROUNDABOUT BEAUTIFICATION IMPROVEMENTS

8) WINDSOR HILLS COMMUNITY: (8) PRIVATE ROAD NAME REQUESTS – MACHRUS LN, WINDSOR HILLS CT, APPLE HILL LN, STRAWBERRY LN, RASPBERRY LN, BLUEBERRY LN, ORANGE CT & POMEGRANATE CT, MONTICELLO NY, SBL # 12.-1-23.1

9) PARKS & RECREATION DEPT.: REQUEST FOR SEASONAL EMPLOYMENT – WILLIAM WALKER & CARSON SOMERS

10) BILLS OVER \$2,500.00

11) BUDGET TRANSFERS & AMENDMENTS

12) ORDER BILLS PAID

13) UPDATE: CORONAVIRUS (COVID-19) PANDEMIC

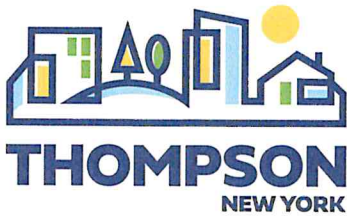
OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN



Town Supervisor
William J. Rieber, Jr.

Town Board Members
Deputy Supervisor Scott Mace
John Pavese
Melinda Meddaugh
Ryan Schock

**LEGAL NOTICE
TOWN OF THOMPSON
TOWN BOARD MEETINGS
VIDEO CONFERENCING**

PLEASE TAKE NOTICE, that effective immediately and based upon notices and health advisories issued by Federal, State and Local officials related to the COVID-19 virus, the Town Board will not be holding in-person meetings. Until further notice, all future Town Board meetings (including Public Hearings) will be held via videoconferencing, as permitted by the NYS Open Meetings Law. Due to public health and safety concerns, the public will not be permitted to attend at the remote locations where the Town Board members will be situated. The public, however, will be able to fully observe the videoconferencing meeting and comment at appropriate times. To the extent internet access is not available; the public can attend via telephone by dialing (+1-646-558-8656). The Town Board's agenda is available online in advance of the meetings at www.townofthompson.com and the public can email written comments or questions by 4:30 pm on the day of the meeting addressed to supervisor@townofthompson.com. Any member of the public who has questions should contact the Secretary to the Supervisor in advance of the meeting at 845-794-2500 x306 or supervisor@townofthompson.com. Anyone having difficulty connecting to the meeting should contact Zoom for IT assistance during the meeting.

PLEASE TAKE FURTHER NOTICE, that any Executive Session of the board will be initiated with the Board first convening on the public videoconferencing site, adopting a motion to go into Executive Session and then returning to the public videoconferencing site once the Executive Session has concluded.

PLEASE TAKE FURTHER NOTICE, that the Regular Town Board Meeting of Tuesday, April 20, 2021 at 7:00 PM can be accessed at:

Join Zoom Meeting

<https://us02web.zoom.us/j/81788847405>

Dial by your location

+1 646 558 8656 US (New York)

Meeting ID: 817 8884 7405

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

Affidavit of Publication

State of New York

SS:

County of Sullivan

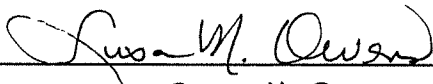
Legal Notice

I, Fred W. Stabbert, III, being duly sworn, Depose and say: That I am the Publisher of Sullivan County Democrat, a twice weekly newspaper of general circulation published in Callicoon, County of Sullivan, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Sullivan County Democrat 4/9/21



Fred W. Stabbert, III

Sworn to before me this 9th day of April, 2021



Susan M. Owens

Notary Public, State of New York

No. #010W8025547

Qualified in Sullivan County

My commission expires on June 1, 2023

LEGAL NOTICE
TOWN OF
THOMPSON
NOTICE OF PUBLIC
HEARING
ON PROPOSED
LOCAL LAW
NOTICE IS
HEREBY GIVEN that
there has been duly
introduced at a meet-
ing of the Town Board

of the Town of Thomp-
son, New York, held
on March 16, 2021, a
proposed Local Law
No. 05 of 2021, enti-
tled "A local law to
amend Chapter 250 of
the Town of Thomp-
son Code relating to
zoning and planned
unit development".
NOTICE IS FUR-

hearing shall be con-
vened, at which time
all persons interested
will be heard.

The proposed
Local Law will change
the zone classification
of Section 17, Block 1,
Lot 48.2, currently
zoned as Extractive
Industrial (EI) to High-
way Commercial-1

(HC-1). 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 dur-
ing regular office
hours.

PLEASE TAKE
FURTHER NOTICE,
that all interested per-
sons will be given an
opportunity to be
heard on said propo-
sed Local Law at
the place and time
aforesaid.

NOTICE IS
HEREBY GIVEN, pur-
suant to the require-
ments of the Open
Meetings Law of the
State of New York,
that the Town Board of
the Town of Thomp-
son will convene in
public meeting at the
place and time afore-
said for the purpose of
conducting a public
hearing on the propo-
sed Local Law
described above and,
as deemed advisable
by said Board, taking
action on the enact-
ment of said Local
Law.

Dated: March 16,
2021 BY ORDER OF
THE TOWN BOARD
TOWN OF
THOMPSON
MARILEE J. CAL-
HOUN
TOWN CLERK
91498

OTHER GIVEN that the
Town Board of the
Town of Thompson
will conduct a public
hearing on the afore-
said proposed Local
Law at the Town Hall,
4052 Route 42, Monti-
cello, New York, on
April 20, 2021 at 7:00
P.M., or as soon there-
after as said public

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 March 16, 2021, a proposed Local Law No. 05 of 2021, entitled "A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development".

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 April 20, 2021 at 7:00 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 will change the zone classification of Section 17, Block 1, Lot 48.2, currently zoned as Extractive Industrial (EI) to Highway Commercial-1 (HC-1). 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: March 16, 2021

BY ORDER OF THE TOWN BOARD

TOWN OF THOMPSON

MARILEE J. CALHOUN
TOWN CLERK

(Use this form to file a local law with the Secretary of State)

REV699

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. 5 of the year 2021

A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development

Be it enacted by the Town Board of the

Town of Thompson

1. Chapter 250 of the Code of the Town of Thompson entitled "Zoning and Planned Unit Development", is hereby amended to reclassify the following described real property which is currently classified on the zoning map of the Town of Thompson in the Extractive Industries (EI) district:

Only that portion of real property identified on the Town of Thompson Tax Map as parcel SBL 17-1-48.2, consisting of approximately 1.26 acres, currently zoned as Extractive Industries (EI), shall be reclassified on such zoning map as Highway Commercial-1 (HC-1) and shall hereafter be subject to the schedule of district regulations for such Highway Commercial-1 (HC-1) zone.
2. Except as herein specifically amended, the remainder of Chapter 250 of such code shall remain in full force and effect.
3. If any clause, sentence, paragraph, subdivision, section or part thereof this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.
4. 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.
5. This local law shall take effect immediately.

(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 2021 of the Town of Thompson was duly passed by the Town Board on March ____, 2021 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 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 20__, 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 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ 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 _____ 20__, 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 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ 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 _____ 20__ 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 20___ 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 _____ 20___ 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 20___ of the County of _____, State of New York, having been submitted to the electors at the General Election of November ___ 20___, 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: March ____, 2021

(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: March ____, 2021

Attorney for Town of Thompson

C



**Department of
Transportation**

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

BRIAN KELLY, P.E.
Acting Regional Director

March 11, 2021

Dear Local Official:

**RE: PIN 906777/D264091—Off System Bridge Rehabilitations
BIN 1013820, County Road 166A over State Route 17
Town of Mamakating, Sullivan County**

The New York State Department of Transportation (NYSDOT) would like to update you on a bridge rehabilitation project in your community. Project Identification Number (PIN) 906777 is addressing eight deficient bridges within Broome, Delaware and Sullivan Counties.

Bridge Identification Number (BIN) 1013820, which carries County Road 166A (K-Line Bridge Road) over State Route 17 in the town of Mamakating, Sullivan County, will be rehabilitated during the 2021 construction season. Replacement of the bridge deck will require a full closure of the bridge and use of an off-site detour. The closure is scheduled to begin the week of April 5th and last through the mid-July, although this may change as weather and other project details dictate. Variable message signs will be posted one week prior to the closure to inform the traveling public. Temporary single lane and shoulder closures on State Route 17 will also be required at various times during construction, which should be completed during the 2021 construction season.

During the closure, northbound traffic on County Road 166A (K-Line Bridge Road) will be directed to Exit 112 eastbound entrance ramp, State Route 17 eastbound, Exit 113 eastbound exit ramp, US Route 209 (Kingston Avenue), Exit 113 westbound entrance ramp, State Route 17 westbound and Exit 112 westbound exit ramp.

Southbound traffic on Country Road 166A (K-Line Bridge Road) will be directed to Exit 112 westbound entrance ramp, State Route 17 westbound, Exit 110 westbound exit ramp, Wurtsboro Mountain Road, Wanaksink Road (also called Trailer Park), Lake Louise Marie Road, Exit 110 eastbound entrance ramp, Route 17 eastbound, and Exit 112 eastbound exit ramp.

Detour maps have been enclosed for your reference. If you have any questions or comments, please contact Jeremy Brunner, Engineer In Charge, by mail at Region 9 Construction, 44 Hawley Street, Binghamton, NY 13901; by telephone at (845) 798-1183; or by email at Jeremy.Brunner@dot.ny.gov.



Please feel free to share this letter with your constituents, neighbors, or anyone else that may have interest in this information.

Sincerely,



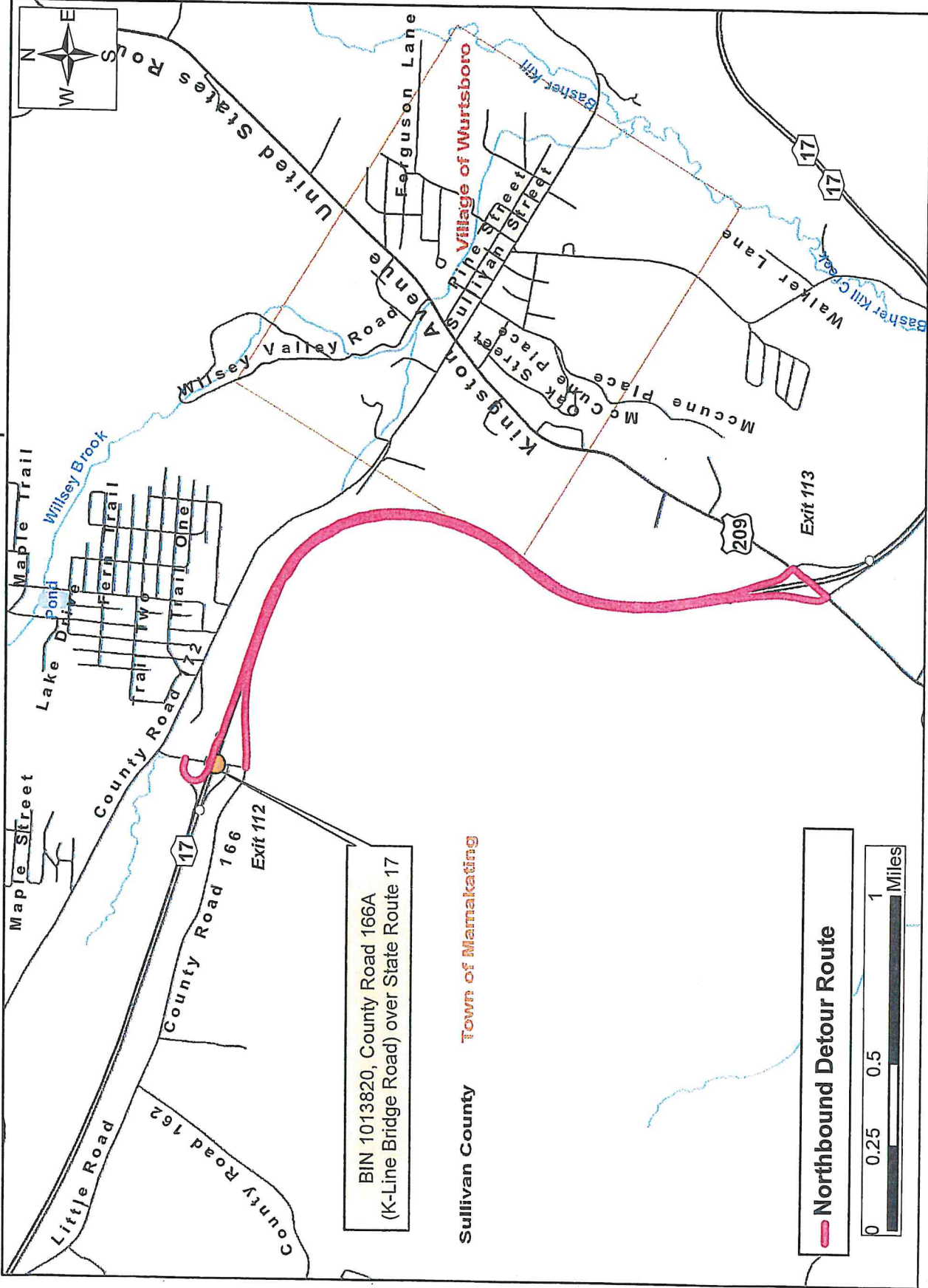
Pamela M. Eshbaugh, P.E.
Regional Planning & Program Manager

Enclosure

- ec: B. Kelly, Acting Regional Director, Region 9, Regional Director, Region 6
T. McIntyre, Assistant Commissioner for Regional Operations
D. Pencek, Assistant to the Regional Director
T. Wisner, Regional Construction Engineer
D. Bickford, Regional Design Engineer
A. Stiles, Regional Director of Operations
S. Cook, Regional Public Information Officer
S. Cammisa, Regional Environmental Manager
T. Signorelli, Regional Traffic Safety & Mobility Engineer
K. Mangan, Assistant Regional Planning and Program Manager
J. Newby, Public Involvement Unit Supervisor, RPPMO
B. Miller, Regional Emergency Manager
J. Donlin, Acting Regional Right of Way Officer
J. Hamlin, Project Manager, Design Engineering
K. Nichols, Regional Structures Engineer
G. Chavez, Construction Supervisor
J. Brunner, Engineer In Charge, Regional Construction Office
E. Mall, Sullivan County Resident Engineer
PIN 906777 ProjectWise Planning Folder
- c: Blue File

Town of Mamakating, Sullivan County

Northbound Detour Route Map



BIN 1013820, County Road 166A
(K-Line Bridge Road) over State Route 17

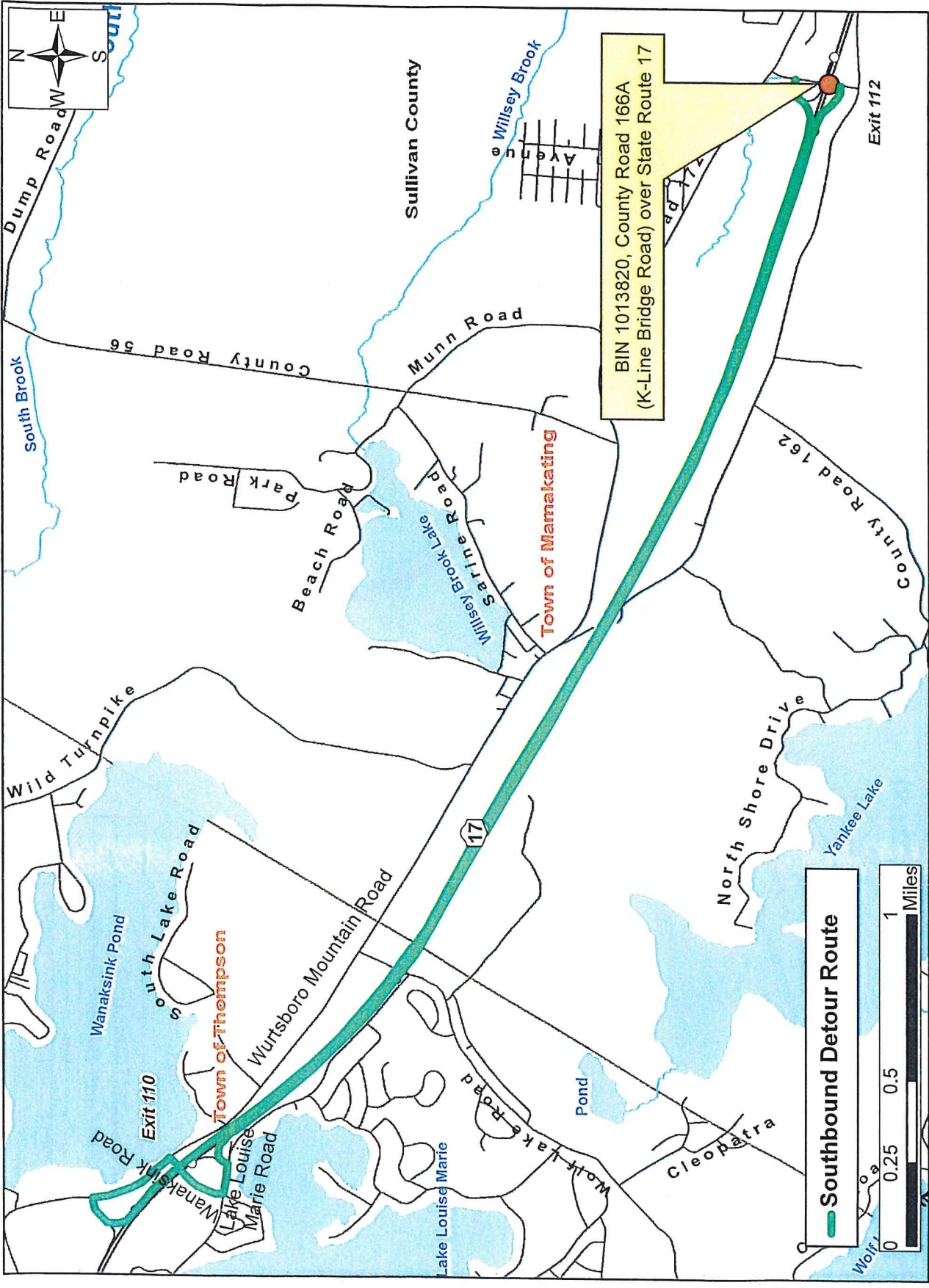
Sullivan County **Town of Mamakating**

Northbound Detour Route

0 0.25 0.5 1 Miles

1 IN 300111124051 - BIN 1013820 - COUNTY ROAD 166A OVER STATE ROUTE 17

Town of Mamakating, Sullivan County Southbound Detour Route Map



William J. Rieber, Jr.

From: Melissa DeMarmels (Comptroller Town of Thompson)
<comptroller@townofthompson.com>
Sent: Thursday, April 15, 2021 10:43 AM
To: Marille Calhoun; Michael B. Mednick ESQ; supervisor@townofthompson.com
Subject: FW: Trident Claim Closing Notification (Claim #:TNT-0147914, Claimant:Lance Tate, Sr, Username:kcho)

FYI

Melissa DeMarmels
Town of Thompson
Comptroller
(845) 794-2500 X 307

Settled INS
claim

-----Original Message-----

From: Cho, Kara [mailto:FHClaims@argogroupus.com]
Sent: Thursday, April 15, 2021 10:26 AM
To: glasher@townofthompson.com
Subject: Trident Claim Closing Notification (Claim #:TNT-0147914, Claimant:Lance Tate, Sr, Username:kcho)

The following Trident claim has been closed.

Insured: Town of Thompson

Policy: PE 4631948-03

Effective Dates: 05/01/2017 to 05/01/2018

File Handler: Kara Cho

Claim No.: TNT-0147914

Date of Loss: 03/17/2018

Claim Type:

Cause of Loss: Road Defect

Description of Loss: Claimant lost control on a patch of black ice, sliding off roadway & through an inadequately guarded bridge falling upside down into a moving stream, causing personal injuries

Payment:

Name of Party: Lance Tate, Sr
BI Accidental: \$ 15000.00
Expert Expense: \$ 2160.00
Legal Expense: \$ 13961.29

AI
#1

**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 APRIL 20, 2021**

**A JOINT RESOLUTION BY THE TOWN BOARD OF THE TOWN OF THOMPSON
ON BEHALF OF THE DILLON FARM SEWER DISTRICT, COLD SPRING ROAD
SEWER DISTRICT AND THE HARRIS SEWER DISTRICT TO ENDORSE A
PROPOSED JOINT CONSOLIDATION PROCEEDING PURSUANT TO GENERAL
MUNICIPAL LAW ARTICLE 17-A, §751.**

WHEREAS, the Town Board of the Town of Thompson, acting on behalf of the Dillon Farm Sewer District, the Cold Spring Road Sewer District and the Harris Sewer District desire to consolidate these three (3) districts into one consolidated district pursuant to Article 17A of the General Municipal Law; and

WHEREAS, a map, plan and report for the consolidation and rate restructure for the Consolidated Harris Sewer District was prepared by Delaware Engineering, D.P.C. dated January, 2021 and reviewed and accepted by the Town Board on February 2, 2021; and

WHEREAS, the Town Board desires to have a Joint Consolidation Agreement prepared in order to commence said consolidation proceedings pursuant to General Municipal Law §752(1); and

WHEREAS, the Town Board, on behalf of the Dillon Farm Sewer District, the Cold Spring Road Sewer District and the Harris Sewer District believes it is in the public's interest to consolidate these districts.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Thompson, Sullivan County, New York, makes the following determinations:

- 1) That the Town Board does hereby direct that the Town Attorney prepare a Joint Consolidation Agreement on behalf of the Dillon Farm Sewer District, the Cold Spring Road Sewer District and the Harris Sewer District for the purpose of commencing consolidation proceedings pursuant to General Municipal Law §17-A

Moved by
Seconded by

Adopted the 20th day of April, 2021.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [] No []
Councilman SCOTT MACE	Yes [] No []
Councilman JOHN A. PAVESE	Yes [] No []
Councilperson MELINDA S. MEDDAUGH	Yes [] No []
Councilman RYAN T. SCHOCK	Yes [] No []

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution annexed hereto to authorize the preparation of a Joint Consolidation Agreement was adopted by said Town Board on April 20, 2021, 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 _____, 2021.

Marilee J. Calhoun, Town Clerk

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

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the Minutes of the Meeting of the Town Board of said Town, including the Resolution contained therein, held on the 20th day of April, 2021, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that all Members of said Board had due notice of said Meeting.

I FURTHER CERTIFY that, pursuant to Section 99 of the Public Officers Law (Open Meetings Law), said Meeting was open to the general public.

I FURTHER CERTIFY that PRIOR to the time of said Meeting, I duly caused a Public Notice of the time and place of said Meeting to be given to the following newspapers and/or news media as follows:

Newspaper and/or other news media	Date Given
Sullivan County Democrat	
WSUL Radio	
WVOS Radio	

I FURTHER CERTIFY that PRIOR to the time of said Meeting, I duly caused Public Notice of the time and place of said Meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of posted Notice	Date of Posting
Town Hall	
Village Hall	
Sullivan County Courthouse	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this ____ day of April, 2021.

TOWN CLERK

(CORPORATE SEAL)

**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 APRIL 20, 2021**

A JOINT RESOLUTION BY THE TOWN BOARD OF THE TOWN OF THOMPSON ON BEHALF OF THE DILLON FARM SEWER DISTRICT, THE COLD SPRING ROAD SEWER DISTRICT AND THE HARRIS SEWER DISTRICT TO ENDORSE A PROPOSED JOINT CONSOLIDATION AGREEMENT FOR THE CONSOLIDATION OF THE DILLON FARM SEWER DISTRICT, THE COLD SPRING ROAD SEWER DISTRICT AND THE HARRIS SEWER DISTRICT INTO THE CONSOLIDATED HARRIS SEWER DISTRICT.

WHEREAS, the Town Board of the Town of Thompson has previously accepted a map, plan and report created by Delaware Engineering, D.P.C. for the consolidation and rate restructuring for the Consolidated Harris Sewer District; and

WHEREAS, the Town Board of the Town of Thompson has previously directed the preparation of a Joint Consolidation Agreement and descriptive summary for the consolidation of the Dillon Farm Sewer District, the Cold Spring Road Sewer District and the Harris Sewer District into the Consolidated Harris Sewer District; and

WHEREAS, the Town Board of the Town of Thompson has received and reviewed the proposed Joint Consolidation Agreement for the consolidation of the Dillon Farm Sewer District, the Cold Spring Road Sewer District and the Harris Sewer District, prepared pursuant to General Municipal Law §752; and

WHEREAS, the Town Board of the Town of Thompson desires to commence consolidation proceedings pursuant to General Municipal Law Article 17-A and §751 upon receipt of the Joint Consolidation Agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Thompson, on behalf of the Dillon Farm Sewer District, the Cold Spring Road Sewer District and the Harris Sewer District acknowledges receipt of the Joint Consolidation Agreement for the Consolidated Harris Sewer District, as well as the descriptive summary of the Joint Consolidation Agreement, and it is further

RESOLVED, that the Town Board of the Town of Thompson on behalf of the Dillon Farm Sewer District, the Cold Spring Road Sewer District and the Harris Sewer District endorses the proposed Joint Consolidation Agreement and descriptive summary, and it is further

RESOLVED, that the Town Board of the Town of Thompson hereby directs the Town Clerk, no later than five (5) business days after this Resolution, cause a copy of the proposed Joint Consolidation Agreement, together with a descriptive summary thereof be posted in the Town Hall and published on the Town's Website so that it is accessible to the public for inspection, and it is further

RESOLVED, that the Town Board of the Town of Thompson directs the Town Clerk to publish the descriptive summary of the proposed Joint Consolidation Agreement with reference to the posting areas and Website access in a newspaper having general circulation within the Town of Thompson at least one (1) time per week for four (4) consecutive weeks, and it is further

RESOLVED, that the Town Board of the Town of Thompson shall conduct a Joint Public Hearing on behalf of the Dillon Farm Sewer District, the Cold Spring Road Sewer District and the Harris Sewer District at a Meeting of the Town Board of the Town of Thompson, located at Town Hall, 4052 Route 42, Monticello, New York, in said Town on June 1, 2021 at 7:00 p.m., Prevaling Time to consider the Joint Consolidation Agreement and to hear all persons interested in the subject thereof concerning the same and to take such action as is required by law.

Moved by
Seconded by

Adopted the 20th day of April, 2021.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [] No []
Councilman SCOTT MACE	Yes [] No []
Councilman JOHN A. PAVESE	Yes [] No []
Councilperson MELINDA S. MEDDAUGH	Yes [] No []
Councilman RYAN T. SCHOCK	Yes [] No []

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution annexed hereto to authorize the endorsement of a Joint Consolidation Agreement and scheduling a Public Hearing was adopted by said Town Board on April 20, 2021, 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 _____, 2021.

Marilee J. Calhoun, Town Clerk

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

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the Minutes of the Meeting of the Town Board of said Town, including the Resolution contained therein, held on the 20th day of April, 2021, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that all Members of said Board had due notice of said Meeting.

I FURTHER CERTIFY that, pursuant to Section 99 of the Public Officers Law (Open Meetings Law), said Meeting was open to the general public.

I FURTHER CERTIFY that PRIOR to the time of said Meeting, I duly caused a Public Notice of the time and place of said Meeting to be given to the following newspapers and/or news media as follows:

Newspaper and/or other news media	Date Given
Sullivan County Democrat	
WSUL Radio	
WVOS Radio	

I FURTHER CERTIFY that PRIOR to the time of said Meeting, I duly caused Public Notice of the time and place of said Meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of posted Notice	Date of Posting
Town Hall	
Village Hall	
Sullivan County Courthouse	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this ____ day of April, 2021.

TOWN CLERK

(CORPORATE SEAL)

**JOINT CONSOLIDATION AGREEMENT
FOR THE CONSOLIDATION AND RATE RESTRUCTURING OF THE DILLON
FARM SEWER DISTRICT, COLD SPRING ROAD SEWER DISTRICT AND HARRIS
SEWER DISTRICT INTO THE CONSOLIDATED HARRIS SEWER DISTRICT**

This Agreement, made and entered into this ____ day of _____, 2021, by and between the **DILLON FARM SEWER DISTRICT**, established pursuant to Town Law of the State of New York and overseen by the Town Board of the Town of Thompson; the **COLD SPRING ROAD SEWER DISTRICT**, established pursuant to Town Law of the State of New York and overseen by the Town Board of the Town of Thompson, and; the **HARRIS SEWER DISTRICT**, established pursuant to Town Law of the State of New York and overseen by the Town Board of the Town of Thompson for the consolidation of each of the aforementioned sewer districts into one (1) consolidated district.

The name of the proposed consolidated sewer district shall be the *Consolidated Harris Sewer District*.

These currently existing Sewer Districts are “special districts” as that term is defined in Articles 12 and 12-A of the New York State Town Law and were created pursuant to Town Law to provide sewer services to the defined areas by collecting wastewater via Town owned sewer lines, which include both gravity and force mains with pump stations which deliver the wastewater to one of the five Town owned wastewater treatment plans (WWTP’s). The consolidation of these three (3) Sewer Districts into one (1) District will allow for a single budget for these Districts for the daily operation, maintenance, repairs and capital improvements to be shared equally amongst the users, resulting in a fairer assessment to all users and cost savings to most within the Consolidated Harris Sewer District.

A map, plan and report prepared by Delaware Engineering, D.P.C., dated January, 2021, is attached to this Joint Consolidation Agreement and made a part hereof. Therein, the territorial boundaries of this Consolidated Harris Sewer District are included and made a part hereof, with specific reference to Appendix “E”.

Upon acceptance of this Joint Consolidated Agreement, the aforementioned three (3) Sewer Districts shall be consolidated into the Consolidated Harris Sewer District and said Consolidated Harris Sewer District shall continue to be overseen by the Town Board of the Town of Thompson in the same manner as the Districts were previously overseen.

The Effective Date for the consolidation shall be July 1, 2021.

A detailed Explanation of Cost savings to be realized, the assets of each entity, and each entities liabilities and indebtedness, terms for disposition of said assets, liabilities and indebtedness by the consolidation are included and specifically spelled out in the attached map, plan and report, Sections 8, 8.1, 8.2, 8.3, 8.4, 8.4.1, 8.4.2 and 8.4.3 and are incorporated by reference into this Joint Consolidation Agreement. As is noted in the map, plan and report, the annual cost to the average residential property owner in the new Consolidated Harris Sewer District will be approximately *Three Hundred Thirty-Four and 70/100 (\$334.70) Dollars* per user, which is a savings of *Eighty-One and 27/100 (\$81.27) Dollars* per Harris user; *Three Hundred Ninety-Nine and 30/100 (\$399.30) Dollars* per Dillon Farm user, and; *Twenty-Eight*

and 50/100 (\$28.50) Dollars per Cold Spring Road user. Also to be noted is that these Districts currently are all debt free.

The terms for the common administration and uniform enforcement of Local Laws and the like within the proposed consolidated local government entity are those rules and regulations promulgated by the Town of Thompson and enforced by the Town of Thompson Water & Sewer Commissioner consistent with General Municipal Law §769. All Local Laws, ordinances, rules or regulations currently in effect for the component special districts on the effective date of the consolidation shall remain in full force and effect until repealed or amended.

The determination of future rates for the Consolidated Harris Sewer District shall be based on the consolidated budget for all three (3) Districts and shall continue to be based on a Schedule of Points. Any subsequent change to the Point Schedule shall comply with the Town of Thompson Town Code and changes thereto shall be by Local Law. The collection of the Sewer Rents after creation of the Consolidated Harris Sewer District shall be included on the yearly Town/County tax bills, as a separate line item.

The Town Board of the Town of Thompson shall conduct a Joint Public Hearing pursuant to General Municipal Law §754 on behalf of the Dillon Farm Sewer District, Cold Spring Road Sewer District and Harris Sewer District at a Meeting of the Town Board of the Town of Thompson, located at 4052 Route 42, Monticello, New York 12701, in said Town on June 1, 2021 at 7:00 P.M., Prevailing Time, to consider the Joint Consolidation Agreement and to hear all persons interested in the subject thereof concerning the same and to take such action as is required by law.

This Agreement, along with the attached map, plan and report, shall constitute the Joint Consolidation Agreement for the Consolidated Harris Sewer District.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly signed and executed as of the day and year first written above.

DILLON FARM SEWER DISTRICT

By: _____
WILLIAM J. RIEBER, JR.
Supervisor, Town of Thompson

COLD SPRING SEWER DISTRICT

By: _____
WILLIAM J. RIEBER, JR.
Supervisor, Town of Thompson

HARRIS SEWER DISTRICT

By: _____
WILLIAM J. RIEBER, JR.
Supervisor, Town of Thompson

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

On _____, 2021, before me, the undersigned, 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 the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

**TOWN OF THOMPSON
NOTICE OF PUBLIC HEARING**

**ON THE PROPOSED JOINT CONSOLIDATION AGREEMENT BETWEEN THE
DILLON FARMS SEWER DISTRICT, COLD SPRING ROAD SEWER DISTRICT AND
HARRIS SEWER DISTRICT REGARDING THE CONSOLIDATION INTO A SINGLE,
JOINT CONSOLIDATED SEWER DISTRICT**

NOTICE IS HEREBY GIVEN, by the Town of Thompson Town Board, on behalf of the Dillon Farms Sewer District, Cold Spring Road Sewer District and the Harris Sewer District (as more particularly described in Schedule "A" annexed hereto) that there will be a Joint Public Hearing at the Town of Thompson Town Hall, located at 4052 Route 42, Monticello, New York 12701, on June 1, 2021 at 7:00 P.M., or as soon thereafter as the matter can be heard, at which time all persons interested will be heard, for the purposes of considering the proposed Joint Consolidation Agreement between the aforementioned Sewer Districts previously established in the Town of Thompson for the establishment into a single Consolidated Sewer District called the Consolidated Harris Sewer District.

The following summary of the Joint Consolidation Agreement has been approved by the Town of Thompson Town Board and is being published pursuant to New York State General Municipal Law Article 17-A, Section 754:

Currently, the Town of Thompson operates eleven (11) Sewer Districts, of which Dillon Farms Road is the smallest, serving twelve (12) currently connected residential parcels and has a WWTP within the District. Cold Spring Road Sewer District and Harris Sewer District are currently conveying sanitary sewage to the Village of Monticello. Cold Spring Road Sewer District has a total of one hundred five (105) sewer accounts which breaks down as thirty-seven (37) single family, forty-one (41) seasonal and eleven (11) commercial users. Harris Sewer District has one hundred eighty-seven (187) active accounts, of which ninety-five (95) are single family residences, fifty-seven (57) are seasonal and three (3) are Center for Discovery residential units and also includes Garnet Health Catskills Medical facility (Catskill Regional).

Currently the Town's sewer infrastructure is disparate and challenging to manage from both an administrative, as well as capital, operations and maintenance perspective. Originally, each created Sewer District had a distinct purpose, but over time the function and finances of each of the Districts has changed. Pursuant to the Infrastructure Master Plan prepared on behalf of the Sewer Districts, it was confirmed that Dillon Farm wastewater facility is aging and will unlikely be able to comply with expected future discharge permit limits without extensive capital investment which will be cost prohibitive to the small amount of users within the District. The consolidation of Dillon Farm Sewer District with Cold Spring Road Sewer District and Harris Sewer District would result in the sharing of annual operational and maintenance costs as well as capital costs across a larger user base. Standardization of sewer rents within a Consolidated Sewer District would allow an equitable distribution of costs.

It is expected that the estimated annual cost to the typical single family residential user in the Consolidated Harris Sewer District will be *Three Hundred Thirty-Four and 70/100 (\$334.70) Dollars* per user, which is a reduction of *Eighty-One and 27/100 (\$81.27) Dollars* to current Harris Sewer District users, a reduction of *Twenty-Eight and 50/100 (\$28.50) Dollars* per user

for current Cold Spring Road Sewer District users and a reduction of *Three Hundred Ninety-Nine and 30/100 (\$399.30) Dollars* per user for current Dillon Farm users. All of these Districts are currently debt free.

Due to challenges with the administration of the multiple districts over the years and due to the complications of adopting separate budgets for each District, it has been deemed to be desirable and that the Town would benefit from the creation of one (1) unified Consolidated Sewer District, encapsulating all three (3) of the aforementioned Sewer Districts, which are debt free.

The New York State General Municipal Law Article 17-A provides that two (2) or more local government entities may consolidate into a single local government entity if together the consolidated local government entity forms a local governmental entity of a kind or class that is authorized under the Laws of the State of New York. The Town of Thompson has adhered to the provisions of that legislation, including but not limited to the procedures, notifications and agreement content.

The purpose of the existing Sewer Districts was to prevent contamination of water supplies and provide for the health, welfare and safety of the residents of the Town of Thompson.

The name of the consolidated district is Consolidated Harris Sewer District and its functions will be those of the districts it replaces, including:

- a) establish standards for the addition, upgrading and maintenance of sewer infrastructure
- b) approve and oversee construction of new sewer infrastructure by third parties and homeowners
- c) manage contracts to replace and upgrade existing sewer infrastructure
- d) oversee/perform maintenance on existing facilities
- e) monitor the condition of sewer infrastructure
- f) establish priorities and budget estimates for sewer infrastructure improvements
- g) contract with the Village of Monticello Wastewater Treatment Facility
- h) ensure compliance with environmental regulations and permits
- i) develop the district's operating and capital budget

The Consolidated Harris Sewer District will provide wastewater collection and management services to the same geographical areas currently served by the existing Sewer Districts. In addition, all wastewater flows will continue to be transported to the Village of Monticello Wastewater Treatment Facility. No changes to sewer service have been made in this

process of consolidation. The attached description describes the area served by the existing and consolidated districts.

The Town of Thompson will act as the governing body of the Consolidated Harris Sewer District. The administrative structure of the Consolidated Harris Sewer District will mirror that of the former existing sanitary sewer districts but will be more streamlined and unified. There are no anticipated increases to capital and maintenance costs accrued from the consolidation which would not have otherwise occurred without the consolidation. All regulations and permitting requirements that were formerly the responsibility of the existing districts will become the responsibility of the consolidated sewer district. A copy of this descriptive summary and the proposed Joint Consolidation Agreement can be inspected at the Town of Thompson Town Clerk's Office, located at 4052 Route 42, Monticello, New York 12701 or on the Town's Website (www.townofthompson.com).

Dated: _____, 201

MARILEE J. CALHOUN
Town Clerk
Town of Thompson

APPENDIX E
Consolidated Sewer District Boundary Description

Harris Sewer District Consolidated

Note: This description was created from the Town of Thompson Tax Parcels 2020 GIS Tax Parcels and is not based on an actual field survey.

BEGINNING at the point of intersection between Lot 1.-1-27.1 and the Northeastern corner of Lot 4.-1-3.1;

Thence continuing along the following bearings counterclockwise:

- Bearing 104°11'0.59", 2.01 Feet;
- Bearing 104°11'14.76", 2596.53 Feet;
- Bearing 188°55'12.88", 84.83 Feet;
- Bearing 185°50'27.63", 755.54 Feet;
- Bearing 92°28'37.08", 307.9 Feet;
- Bearing 92°28'36.83", 136.71 Feet;
- Bearing 91°12'44.05", 741.07 Feet;
- Bearing 91°24'34.55", 39.42 Feet;
- Bearing 191°3'37.86", 5.84 Feet;
- Bearing 93°21'47.67", 8.23 Feet;
- Bearing 112°37'17.69", 25.29 Feet;
- Bearing 86°49'14.32", 35.07 Feet;
- Bearing 18°26'33.05", 13.36 Feet;
- Bearing 18°26'39.12", 11.25 Feet;
- Bearing 4°2'17.4", 3.25 Feet;
- Bearing 337°41'6.82", 61.94 Feet;
- Bearing 349°30'34.14", 85.07 Feet;
- Bearing 334°58'57.63", 102.56 Feet;
- Bearing 337°14'56.29", 104.14 Feet;
- Bearing 349°6'47.57", 82.03 Feet;
- Bearing 357°42'41.02", 77.51 Feet;
- Bearing 351°34'23.17", 57.94 Feet;
- Bearing 351°34'23.76", 26.62 Feet;
- Bearing 350°32'5.88", 15.15 Feet;
- Bearing 350°32'11.63", 22.54 Feet;
- Bearing 347°0'21.54", 82.67 Feet;
- Bearing 340°1'3.94", 72.52 Feet;
- Bearing 319°23'46.6", 85.68 Feet;
- Bearing 316°44'15.83", 72.33 Feet;
- Bearing 339°8'36.78", 69.59 Feet;
- Bearing 353°53'4.19", 87.24 Feet;
- Bearing 354°17'21.5", 93.4 Feet;
- Bearing 11°0'11.23", 113.62 Feet;
- Bearing 23°57'49.78", 91.54 Feet;
- Bearing 21°2'13.8", 129.45 Feet;
- Bearing 50°54'23.19", 127.74 Feet;
- Bearing 52°7'31.8", 105.97 Feet;
- Bearing 39°48'18.84", 120.98 Feet;
- Bearing 32°28'11.73", 80.79 Feet;

Harris Sewer District Consolidated

- Bearing 26°33'41.08", 20.78 Feet;
- Bearing 25°10'53.63", 15.96 Feet;
- Bearing 344°26'59.42", 55.97 Feet;
- Bearing 322°37'40.69", 154.9 Feet;
- Bearing 328°37'36.71", 148.77 Feet;
- Bearing 323°7'50.24", 108.43 Feet;
- Bearing 334°26'21.94", 78.98 Feet;
- Bearing 352°14'5.54", 22.37 Feet;
- Bearing 352°14'6.93", 5.97 Feet;
- Bearing 357°21'28.34", 21.49 Feet;
- Bearing 4°2'58.53", 111.83 Feet;
- Bearing 31°19'45.13", 83.42 Feet;
- Bearing 25°27'38.92", 72.06 Feet;
- Bearing 23°57'51.14", 91.53 Feet;
- Bearing 6°6'51", 87.24 Feet;
- Bearing 348°14'4.49", 75.95 Feet;
- Bearing 342°53'47.27", 84.28 Feet;
- Bearing 354°45'25", 67.82 Feet;
- Bearing 0°0'0", 89.84 Feet;
- Bearing 352°52'36.43", 99.91 Feet;
- Bearing 341°33'44.67", 58.78 Feet;
- Bearing 325°52'48.89", 64.19 Feet;
- Bearing 186°19'30.65", 15.78 Feet;
- Bearing 186°20'7.26", 9.86 Feet;
- Bearing 186°20'8.18", 923.78 Feet;
- Bearing 283°45'33.29", 704.16 Feet;
- Bearing 284°12'3.92", 740.55 Feet;
- Bearing 12°52'27.19", 879.05 Feet;
- Bearing 299°28'33.39", 122.22 Feet;
- Bearing 11°25'37.45", 443.66 Feet;
- Bearing 293°44'56.47", 126.35 Feet;
- Bearing 11°57'10.07", 267.14 Feet;
- Bearing 76°36'29.36", 29.33 Feet;
- Bearing 2°40'8.09", 97.91 Feet;
- Bearing 2°40'6.87", 223.14 Feet;
- Bearing 253°4'28.88", 32.67 Feet;
- Bearing 292°58'20.86", 128.43 Feet;
- Bearing 292°58'22.05", 143.15 Feet;
- Bearing 35°37'45.68", 283.53 Feet;
- Bearing 0°0'0", 120.28 Feet;
- Bearing 126°15'14.13", 410.93 Feet;
- Bearing 138°17'35.08", 20.68 Feet;
- Bearing 134°32'20.7", 20.68 Feet;
- Bearing 130°47'3.86", 20.68 Feet;
- Bearing 127°1'48.94", 20.68 Feet;
- Bearing 123°16'29.25", 20.68 Feet;

Harris Sewer District Consolidated

- Bearing 119°31'16.59", 20.68 Feet;
- Bearing 115°45'58.1", 20.68 Feet;
- Bearing 112°0'43.52", 20.68 Feet;
- Bearing 108°15'27.26", 20.68 Feet;
- Bearing 104°30'13.27", 20.68 Feet;
- Bearing 100°44'54.57", 20.68 Feet;
- Bearing 96°59'40.8", 20.68 Feet;
- Bearing 94°19'16.3", 12.39 Feet;
- Bearing 91°52'49.4", 12.39 Feet;
- Bearing 338°29'39.19", 37.91 Feet;
- Bearing 343°44'26.97", 154.9 Feet;
- Bearing 348°41'28.76", 126.38 Feet;
- Bearing 325°24'17.83", 109.14 Feet;
- Bearing 308°39'40.5", 79.35 Feet;
- Bearing 323°7'46.04", 92.94 Feet;
- Bearing 345°57'51.88", 76.64 Feet;
- Bearing 353°39'36.46", 84.16 Feet;
- Bearing 2°48'22.85", 94.91 Feet;
- Bearing 12°20'15.93", 101.48 Feet;
- Bearing 356°38'9.7", 52.76 Feet;
- Bearing 6°20'25.13", 84.16 Feet;
- Bearing 5°31'33.67", 96.5 Feet;
- Bearing 345°57'50.17", 76.63 Feet;
- Bearing 287°20'59.1", 51.93 Feet;
- Bearing 296°34'24.04", 41.56 Feet;
- Bearing 342°28'15.68", 61.73 Feet;
- Bearing 306°1'33.82", 42.14 Feet;
- Bearing 286°15'37.58", 77.45 Feet;
- Bearing 280°37'25.51", 50.43 Feet;
- Bearing 300°57'33.14", 72.26 Feet;
- Bearing 306°52'7.26", 46.47 Feet;
- Bearing 58°4'18.08", 65.23 Feet;
- Bearing 62°21'15.66", 56.05 Feet;
- Bearing 64°17'16.33", 35.42 Feet;
- Bearing 61°42'3.98", 34.91 Feet;
- Bearing 58°29'36.71", 42.98 Feet;
- Bearing 27°33'17.78", 30.67 Feet;
- Bearing 55°10'33.52", 33.12 Feet;
- Bearing 59°2'7.11", 34.46 Feet;
- Bearing 62°35'42.57", 35.96 Feet;
- Bearing 56°58'44.64", 28.19 Feet;
- Bearing 63°25'35.66", 23.08 Feet;
- Bearing 5°3'44.8", 55.15 Feet;
- Bearing 5°3'44.26", 1308.19 Feet;
- Bearing 281°52'24.14", 462.95 Feet;
- Bearing 281°52'24.33", 728.09 Feet;

Harris Sewer District Consolidated

- Bearing 281°52'24.37", 28.62 Feet;
- Bearing 281°52'25.03", 227.82 Feet;
- Bearing 281°52'26.3", 93.02 Feet;
- Bearing 159°44'2.68", 44.65 Feet;
- Bearing 157°28'47.42", 166 Feet;
- Bearing 156°28'54.94", 432.27 Feet;
- Bearing 156°28'55.77", 228.51 Feet;
- Bearing 172°57'2.84", 350.48 Feet;
- Bearing 166°2'12.04", 356.49 Feet;
- Bearing 150°53'24.17", 188.35 Feet;
- Bearing 182°46'56.75", 162.21 Feet;
- Bearing 181°51'50.12", 327.44 Feet;
- Bearing 258°55'26.29", 380.71 Feet;
- Bearing 301°12'0.93", 29.27 Feet;
- Bearing 308°39'41.75", 32.82 Feet;
- Bearing 293°11'55.61", 39.03 Feet;
- Bearing 235°18'14.12", 27.01 Feet;
- Bearing 231°20'23.4", 32.82 Feet;
- Bearing 217°52'32.23", 38.96 Feet;
- Bearing 188°25'33.74", 46.63 Feet;
- Bearing 177°42'35.77", 42.74 Feet;
- Bearing 174°5'38.87", 49.81 Feet;
- Bearing 188°25'34.38", 46.63 Feet;
- Bearing 162°21'4.31", 39.44 Feet;
- Bearing 155°46'23.08", 37.47 Feet;
- Bearing 190°0'29.92", 58.98 Feet;
- Bearing 198°25'58.29", 54.02 Feet;
- Bearing 239°2'12.81", 59.77 Feet;
- Bearing 270°0'0", 41 Feet;
- Bearing 254°3'15.83", 37.31 Feet;
- Bearing 249°51'49.42", 54.59 Feet;
- Bearing 240°31'24.87", 45.14 Feet;
- Bearing 213°6'43.67", 46.91 Feet;
- Bearing 206°33'52.2", 45.84 Feet;
- Bearing 208°36'33.87", 42.81 Feet;
- Bearing 225°0'2.2", 43.49 Feet;
- Bearing 246°2'18.85", 50.48 Feet;
- Bearing 265°21'46.9", 63.42 Feet;
- Bearing 270°0'0", 59.79 Feet;
- Bearing 270°0'0", 58.09 Feet;
- Bearing 264°17'26.18", 34.34 Feet;
- Bearing 262°52'26.28", 41.32 Feet;
- Bearing 261°34'21.32", 46.63 Feet;
- Bearing 253°39'43.38", 58.71 Feet;
- Bearing 213°1'42.86", 56.94 Feet;
- Bearing 213°1'41.12", 248.59 Feet;

Harris Sewer District Consolidated

- Bearing 103°8'43.39", 564.63 Feet;
- Bearing 70°47'17.37", 205.88 Feet;
- Bearing 160°47'16.69", 50 Feet;
- Bearing 115°10'42.39", 161 Feet;
- Bearing 199°9'40.85", 25 Feet;
- Bearing 109°9'43.51", 100 Feet;
- Bearing 97°38'5", 233.69 Feet;
- Bearing 200°27'10.4", 554.24 Feet;
- Bearing 207°51'11.49", 1211.02 Feet;
- Bearing 204°24'9.87", 1128.86 Feet;
- Bearing 190°8'58.64", 486.50 Feet;

To the starting point originally listed.

Part 2: BEGINNING at the point of intersection between the Southeastern corner of Lot 7.A-2-54.1 and the Northeastern corner of Lot 7.A-1-78;

Thence continuing along the following bearings counterclockwise:

- Bearing 186°18'30.95", 745.67 Feet;
- Bearing 101°36'59.67", 332.59 Feet;
- Bearing 102°15'13.32", 776.5 Feet;
- Bearing 98°47'18.27", 175.1 Feet;

Thence continuing across the right-of-way of Greentree Rd. at a Bearing of 101°33'28.11", 51.03 Feet;

- Bearing 101°38'14.83", 677.5 Feet;
- Bearing 101°8'49.58", 206.28 Feet;
- Bearing 101°8'48.64", 255.03 Feet;
- Bearing 101°8'48.18", 165.5 Feet;
- Bearing 101°8'46.79", 148.97 Feet;
- Bearing 191°27'4.25", 39.36 Feet;
- Bearing 191°27'0.65", 1481.56 Feet;

Thence continuing across the right-of-way of Greentree Rd. at a Bearing of 225°3'11.01", 52.36 Feet;

- Bearing 297°46'58.52", 34.04 Feet;
- Bearing 191°52'33.01", 21.97 Feet;
- Bearing 184°53'9.76", 1718.5 Feet;
- Bearing 185°52'36.51", 624.2 Feet;
- Bearing 185°52'38.06", 86 Feet;
- Bearing 93°59'36.52", 1390.55 Feet;
- Bearing 5°9'36.55", 540.86 Feet;
- Bearing 101°35'4.17", 539.75 Feet;
- Bearing 101°32'43.3", 192.42 Feet;
- Bearing 101°32'23.02", 203.86 Feet;

Harris Sewer District Consolidated

- Bearing 101°32'23.86", 153.73 Feet;
- Bearing 101°32'23.51", 474.43 Feet;
- Bearing 17°37'24.05", 105.09 Feet;
- Bearing 17°37'24.58", 24.8 Feet;
- Bearing 4°25'20.5", 22.73 Feet;
- Bearing 4°25'25.72", 74.94 Feet;
- Bearing 11°9'32.89", 5.28 Feet;
- Bearing 11°9'23.61", 220.2 Feet;
- Bearing 337°15'23.46", 102.78 Feet;
- Bearing 351°45'26.98", 119.98 Feet;
- Bearing 340°18'45.56", 76.5 Feet;
- Bearing 180°0'0", 1.05 Feet;
- Bearing 342°1'14.84", 77.58 Feet;
- Bearing 328°53'23.49", 150.02 Feet;
- Bearing 324°56'24.2", 140 Feet;
- Bearing 330°15'44.16", 117.12 Feet;
- Bearing 327°17'23.13", 52.44 Feet;
- Bearing 238°34'36.68", 4.3 Feet;

Thence continuing across the right-of-way of Old Route 1 at a Bearing of 58°34'40.26", 108.25 Feet;

- Bearing 347°18'26.12", 212.77 Feet;
- Bearing 5°47'33.63", 259.39 Feet;
- Bearing 280°48'7.22", 87.05 Feet;
- Bearing 348°17'11.76", 47.47 Feet;
- Bearing 28°53'12.05", 39.99 Feet;
- Bearing 28°53'11.43", 83.88 Feet;

Thence continuing across the right-of-way of Route 17 at a Bearing of 11°18'15.13", 442.05 Feet;

- Bearing 89°38'34.73", 30.96 Feet;
- Bearing 89°38'34.69", 254.04 Feet;
- Bearing 89°38'30.19", 17 Feet;
- Bearing 359°47'23.5", 326.33 Feet;
- Bearing 33°28'34.41", 103.67 Feet;
- Bearing 80°23'29.11", 188.03 Feet;
- Bearing 76°17'0.22", 19.44 Feet;
- Bearing 2°17'56.6", 255.37 Feet;
- Bearing 2°17'57.17", 234.96 Feet;
- Bearing 101°31'30.53", 105.67 Feet;
- Bearing 101°31'28.85", 239.31 Feet;
- Bearing 101°31'28.92", 117.07 Feet;
- Bearing 4°52'34.91", 498.91 Feet;
- Bearing 4°11'41.41", 260.64 Feet;
- Bearing 3°10'25.12", 270 Feet;
- Bearing 4°0'29.71", 1180.2 Feet;

Harris Sewer District Consolidated

- Bearing 281°18'44.63", 2054.84 Feet;

Thence continuing across the right-of-way of Knife Brook Rd. at a Bearing 247°16'10.39", 55.98 Feet;

- Bearing 5°1'34.39", 56.12 Feet;
- Bearing 4°11'27.69", 100.69 Feet;
- Bearing 5°2'51.69", 100.69 Feet;
- Bearing 5°54'16.48", 100.69 Feet;
- Bearing 6°45'39.9", 100.69 Feet;
- Bearing 7°37'4.7", 100.69 Feet;
- Bearing 8°28'28.88", 100.69 Feet;
- Bearing 6°48'20.74", 195.86 Feet;
- Bearing 6°36'20.92", 195.86 Feet;
- Bearing 6°29'10.19", 33.5 Feet;
- Bearing 6°27'31.7", 30.1 Feet;
- Bearing 8°27'35", 54.44 Feet;
- Bearing 7°3'46.49", 54.44 Feet;
- Bearing 5°39'56.97", 54.44 Feet;
- Bearing 4°16'7.32", 54.44 Feet;
- Bearing 2°52'19.11", 54.44 Feet;
- Bearing 1°28'30.94", 54.44 Feet;
- Bearing 0°4'40.93", 54.44 Feet;
- Bearing 358°40'52.33", 54.44 Feet;
- Bearing 357°17'2.18", 54.44 Feet;
- Bearing 355°53'14.8", 54.44 Feet;
- Bearing 6°42'44.31", 43.57 Feet;
- Bearing 8°43'2.86", 43.57 Feet;
- Bearing 10°43'22.3", 43.57 Feet;
- Bearing 12°43'40.05", 43.57 Feet;
- Bearing 14°43'58.33", 43.57 Feet;
- Bearing 16°44'16.68", 43.57 Feet;
- Bearing 19°40'2.33", 26.71 Feet;
- Bearing 21°43'21.43", 26.71 Feet;
- Bearing 23°46'43.44", 26.71 Feet;
- Bearing 5°8'35.92", 569.71 Feet;
- Bearing 5°8'35.95", 498.58 Feet;
- Bearing 5°6'49.29", 1235.85 Feet;
- Bearing 5°40'27.36", 69.05 Feet;
- Bearing 281°10'36.13", 404.04 Feet;
- Bearing 281°10'35.98", 820.59 Feet;
- Bearing 188°2'36.49", 126.52 Feet;
- Bearing 188°2'35.7", 267.73 Feet;
- Bearing 281°45'36.65", 691.48 Feet;
- Bearing 281°45'36.68", 473.85 Feet;
- Bearing 281°45'36.45", 724.48 Feet;
- Bearing 171°32'52.67", 356.36 Feet;

Harris Sewer District Consolidated

- Bearing 175°24'14.85", 576.03 Feet;
- Bearing 273°14'35.55", 39.27 Feet;
- Bearing 273°14'36.79", 120.86 Feet;
- Bearing 286°11'39.25", 132.57 Feet;
- Bearing 260°40'35", 70.09 Feet;
- Bearing 315°47'36.35", 55.05 Feet;
- Bearing 315°47'40.75", 23.82 Feet;
- Bearing 283°42'18.04", 100.96 Feet;
- Bearing 176°30'17.53", 18.05 Feet;
- Bearing 176°30'15.04", 516.58 Feet;
- Bearing 177°17'11.39", 728.19 Feet;
- Bearing 87°2'0.36", 2.59 Feet;
- Bearing 171°28'24.86", 164.31 Feet;
- Bearing 170°55'14.77", 49.33 Feet;
- Bearing 170°28'0.07", 154.06 Feet;
- Bearing 147°3'49.67", 222.13 Feet;
- Bearing 147°44'22.75", 402.21 Feet;
- Bearing 101°17'6.6", 173.12 Feet;
- Bearing 101°0'26.24", 1248.83 Feet;
- Bearing 101°0'25.55", 95.99 Feet;
- Bearing 186°18'17.76", 658.94 Feet;
- Bearing 97°47'32.03", 346.89 Feet;
- Bearing 184°56'45.79", 369.12 Feet;
- Bearing 225°7'18.16", 390.53 Feet;

Thence continuing across the right-of-way of Benmosche Rd. and Route 17 at a Bearing of 230°46'37.45", 345.91 Feet;

- Bearing 191°29'57.57", 124.77 Feet;
- Bearing 188°16'53.95", 89.27 Feet;
- Bearing 198°55'55.17", 77.03 Feet;
- Bearing 213°51'54.84", 25.42 Feet;
- Bearing 136°52'59.94", 51.32 Feet;
- Bearing 136°52'55.66", 57.63 Feet;
- Bearing 228°25'2.25", 16.86 Feet;
- Bearing 132°56'54.48", 169.69 Feet;

Thence continuing across the right-of-way of Old Route 17 at a Bearing of 220°35'40.22", 104.5 Feet;

- Bearing 220°35'40.22", 104.5 Feet;
- Bearing 312°39'20.21", 224.33 Feet;
- Bearing 312°41'14.51", 1.98 Feet;
- Bearing 299°28'34.12", 72.56 Feet;
- Bearing 299°28'31.07", 75.66 Feet;
- Bearing 337°22'44.22", 43.88 Feet;

Harris Sewer District Consolidated

- Bearing 337°22'51.64", 77.68 Feet;
- Bearing 318°48'16.88", 217.21 Feet;
- Bearing 317°52'30.37", 67.54 Feet;
- Bearing 316°33'42.14", 67.55 Feet;
- Bearing 315°14'54.05", 67.54 Feet;
- Bearing 313°56'6.43", 67.55 Feet;
- Bearing 312°37'18.21", 67.54 Feet;
- Bearing 311°18'29.76", 67.55 Feet;
- Bearing 309°59'42.11", 67.55 Feet;
- Bearing 308°40'54.95", 67.55 Feet;
- Bearing 307°22'6.42", 67.55 Feet;
- Bearing 306°3'18.43", 67.55 Feet;
- Bearing 304°44'29.9", 67.55 Feet;
- Bearing 303°25'42.53", 67.54 Feet;
- Bearing 302°6'54.12", 67.55 Feet;
- Bearing 300°48'6.88", 67.54 Feet;

Thence continuing across the right-of-way of Greentree Rd. at a Bearing 302°42'51.69", 54.23 Feet;

- Bearing 312°46'14.47", 45.03 Feet;
- Bearing 311°13'18.82", 45.03 Feet;
- Bearing 309°40'20.59", 45.03 Feet;
- Bearing 245°33'48.38", 57.02 Feet;
- Bearing 245°33'48.1", 215.38 Feet;
- Bearing 257°57'48.11", 637.69 Feet;
- Bearing 257°57'48.55", 327.58 Feet;
- Bearing 186°18'29.34", 212.82 Feet;
- Bearing 186°18'31.11", 496.62 Feet;

To the starting point originally listed.

Parcel 7.-1-22.2 is completely enclosed by, but excluded from, the Harris Sewer District Part 2.

Part 3: BEGINNING at the point of intersection between the Northeastern corner of Lot 19.-1-1 and the right-of-way Dillon Farm Rd. and continuing clockwise along the following bearings:

- Bearing 97°21'4.16", 56.08 Feet;
- Bearing 100°21'57.93", 165.43 Feet;
- Bearing 100°36'47.06", 17.72 Feet;
- Bearing 100°19'52.59", 126.15 Feet;
- Bearing 100°22'0.3", 141.48 Feet;
- Bearing 100°32'48.81", 183.81 Feet;
- Bearing 100°18'41.45", 605.79 Feet;
- Bearing 204°57'51.77", 89.09 Feet;
- Bearing 229°53'57.5", 35.35 Feet;

Harris Sewer District Consolidated

- Bearing 198°26'6.61", 27 Feet;
- Bearing 250°49'12.6", 34.65 Feet;
- Bearing 212°0'21.12", 53.7 Feet;
- Bearing 210°57'57.38", 17.73 Feet;
- Bearing 201°3'7.58", 34.03 Feet;
- Bearing 216°16'47.38", 46.47 Feet;
- Bearing 269°18'22.06", 422.09 Feet;
- Bearing 269°15'18.99", 67.35 Feet;
- Bearing 279°51'38.58", 105.17 Feet;
- Bearing 279°51'38.81", 102.21 Feet;
- Bearing 279°51'38.06", 88.29 Feet;
- Bearing 279°48'49.76", 126.7 Feet;

Thence continuing across the right-of-way of Dillon Farm Rd. at a Bearing of 273°13'30.8", 53.98 Feet;

- Bearing 163°37'37.99", 80.64 Feet;
- Bearing 163°14'50.87", 97.27 Feet;
- Bearing 162°58'10.32", 50.99 Feet;
- Bearing 165°39'23.73", 38.89 Feet;
- Bearing 164°9'34.25", 38.89 Feet;
- Bearing 162°39'47.17", 38.89 Feet;
- Bearing 161°9'55.71", 38.89 Feet;
- Bearing 263°45'47.98", 297.78 Feet;
- Bearing 354°32'58.68", 203.53 Feet;
- Bearing 354°32'55.12", 95.88 Feet;
- Bearing 354°33'1.77", 96.03 Feet;
- Bearing 354°32'56.25", 150.54 Feet;
- Bearing 354°32'57.89", 148.34 Feet;
- Bearing 354°32'56.3", 136.81 Feet;
- Bearing 97°26'32.41", 16.76 Feet;
- Bearing 91°41'10.52", 57.66 Feet;
- Bearing 83°5'6.07", 50.63 Feet;
- Bearing 70°12'26.81", 7.72 Feet;

To the starting point originally listed.

Part 4: BEGINNING at the point of intersection between the Northeastern corner of Lot 30.-3-9 and the Northwestern Corner of Lot 30.-3-7 and continuing counterclockwise along the following bearings:

- Bearing 100°13'36.43", 50.1 Feet;
- Bearing 100°13'28.77", 3.9 Feet;
- Bearing 100°13'37.34", 38.92 Feet;
- Bearing 100°13'38.92", 11.08 Feet;
- Bearing 100°13'36.3", 130.94 Feet;

Harris Sewer District Consolidated

- Bearing 173°22'25.31", 321.14 Feet;
- Bearing 173°24'58.61", 165.1 Feet;
- Bearing 15°57'3.53", 59.65 Feet;
- Bearing 29°55'28.04", 52.82 Feet;

Thence continuing across the right-of-way of Franklin Rd. at a Bearing of 101°3'36.09", 56.54 Feet;

- Bearing 102°27'25.21", 142.88 Feet;
- Bearing 200°48'33.85", 65.26 Feet;
- Bearing 200°48'36.61", 64.5 Feet;
- Bearing 282°24'50.94", 148.43 Feet;
- Bearing 282°25'2.31", 2.45 Feet;
- Bearing 195°27'16.29", 55.18 Feet;

Thence continuing across the right-of-way of Woodcliff Ave. at a Bearing of 186°41'9.39", 56.71 Feet; Woodcliff Ave.

- Bearing 225°58'45.62", 41.11 Feet;
- Bearing 229°45'15.37", 53.24 Feet;
- Bearing 113°0'48.47", 80.65 Feet;
- Bearing 173°7'8.65", 62.38 Feet;
- Bearing 114°55'46.34", 85.53 Feet;
- Bearing 114°55'45.16", 52.39 Feet;
- Bearing 114°55'42.61", 51.6 Feet;
- Bearing 114°55'38.13", 23.91 Feet;
- Bearing 114°55'58.23", 26.77 Feet;
- Bearing 114°55'42.39", 22.1 Feet;
- Bearing 114°55'44.63", 29.38 Feet;
- Bearing 114°55'43.33", 45.18 Feet;
- Bearing 114°55'51.69", 54.13 Feet;
- Bearing 114°55'40.4", 48.06 Feet;
- Bearing 114°55'43.69", 50.95 Feet;
- Bearing 114°55'45.16", 65.55 Feet;
- Bearing 114°55'45.85", 44.15 Feet;
- Bearing 114°55'42.8", 47.28 Feet;
- Bearing 19°55'1.66", 141.01 Feet;

Thence continuing across the right-of-way of Woodcliff Ave. at a Bearing of 19°48'49.58", 44.5 Feet;

- Bearing 19°36'3.71", 101.98 Feet;
- Bearing 19°36'13.91", 206.78 Feet;
- Bearing 299°41'45.02", 92.76 Feet;
- Bearing 30°50'24.67", 73.7 Feet;
- Bearing 24°50'15.51", 16.3 Feet;
- Bearing 24°50'39.65", 21.95 Feet;
- Bearing 24°50'24.37", 217.28 Feet;

Harris Sewer District Consolidated

- Bearing 106°53'26.6", 55 Feet;
- Bearing 21°57'19.13", 100 Feet;
- Bearing 286°14'15.48", 50 Feet;
- Bearing 286°14'13.03", 91.39 Feet;
- Bearing 284°54'29.76", 171.61 Feet;
- Bearing 283°1'28.92", 128.19 Feet;
- Bearing 277°35'51.78", 46.88 Feet;
- Bearing 265°26'19.38", 10.08 Feet;
- Bearing 265°26'6.71", 21.7 Feet;

Thence continuing across the right-of-way of Fairground Rd. at a Bearing of 346°53'57.96", 50.56 Feet;

- Bearing 10°3'34.2", 109.02 Feet;

Thence continuing across the right-of-way of Fairground Rd. at a Bearing of 8°32'37.44", 37.85 Feet;

- Bearing 82°52'13.09", 85.19 Feet;
- Bearing 348°10'59.07", 20.07 Feet;
- Bearing 348°12'7.04", 89.11 Feet;
- Bearing 321°50'40.57", 134.98 Feet;
- Bearing 345°53'52.88", 198.5 Feet;
- Bearing 276°2'4.98", 140.02 Feet;
- Bearing 3°45'51.16", 375.18 Feet;
- Bearing 3°45'51.85", 60.22 Feet;
- Bearing 333°10'48.54", 187.7 Feet;
- Bearing 277°19'51.52", 120.83 Feet;
- Bearing 277°19'50.86", 163.58 Feet;
- Bearing 184°10'43.77", 17.34 Feet;
- Bearing 277°27'10.53", 163.02 Feet;
- Bearing 183°18'37.81", 46.38 Feet;
- Bearing 278°30'22.54", 513.01 Feet;
- Bearing 278°30'26.65", 8 Feet;

Thence continuing across the right-of-way of Ripple Rd. at a Bearing of 278°30'20.45", 20.68 Feet;

- Bearing 278°30'27.74", 22.01 Feet;
- Bearing 278°30'20.47", 26.87 Feet;
- Bearing 278°30'22.85", 66.84 Feet;
- Bearing 359°24'20.07", 438.18 Feet;
- Bearing 359°24'20.24", 353.05 Feet;
- Bearing 359°24'19.81", 99.22 Feet;
- Bearing 359°23'11.81", 1.13 Feet;
- Bearing 267°16'38.85", 100.36 Feet;
- Bearing 267°16'39", 579.83 Feet;
- Bearing 273°18'13.4", 465.5 Feet;

Harris Sewer District Consolidated

- Bearing 273°18'13.7", 234.18 Feet;
- Bearing 279°11'26.1", 348 Feet;
- Bearing 176°11'26.84", 264 Feet;
- Bearing 274°20'25.57", 163 Feet;
- Bearing 274°25'24.35", 340.99 Feet;
- Bearing 177°8'10.66", 150.74 Feet;

Thence across Cold Spring Road at a bearing of 176°24'8.74", 97.57 Feet;

- Bearing 165°18'4.42", 759.77 Feet;
- Bearing 146°31'56.41", 1130 Feet;
- Bearing 242°51'47.28", 905.38 Feet;

Thence across Waverly Place at a bearing of 181°29'28.91", 79.59 Feet;

- Bearing 99°50'23.02", 144.19 Feet;
- Bearing 209°21'27.81", 71.2 Feet;
- Bearing 97°7'27.37", 31.27 Feet;
- Bearing 182°10'44.11", 60.99 Feet;
- Bearing 184°22'29.01", 26.99 Feet;
- Bearing 209°7'40.45", 137.4 Feet;
- Bearing 299°7'40.24", 196.09 Feet;
- Bearing 207°27'0.99", 29.33 Feet;
- Bearing 208°33'25.43", 88.03 Feet;
- Bearing 211°43'17.55", 141.11 Feet;
- Bearing 213°8'59.16", 102.62 Feet;
- Bearing 221°15'15.65", 27.73 Feet;
- Bearing 130°57'59.83", 21.46 Feet;
- Bearing 96°13'21.83", 16.56 Feet;
- Bearing 108°22'51.67", 29.43 Feet;
- Bearing 117°58'40.24", 67.74 Feet;
- Bearing 116°44'37.09", 43.26 Feet;
- Bearing 108°27'36.65", 52.54 Feet;
- Bearing 71°35'46.6", 23.22 Feet;
- Bearing 76°46'46.84", 21.05 Feet;
- Bearing 12°45'27.19", 15.75 Feet;
- Bearing 19°56'40.98", 13.01 Feet;
- Bearing 106°16'23.65", 394.27 Feet;
- Bearing 6°34'50.21", 101.94 Feet;
- Bearing 6°37'32.96", 212.47 Feet;
- Bearing 98°24'13.08", 304.27 Feet;
- Bearing 192°42'13.68", 248.12 Feet;
- Bearing 192°42'14.18", 92.39 Feet;
- Bearing 101°28'13.55", 321.69 Feet;
- Bearing 104°30'58.53", 501.16 Feet;
- Bearing 10°24'59.54", 107.57 Feet;
- Bearing 10°24'58.68", 38.57 Feet;

Harris Sewer District Consolidated

- Bearing 10°24'59.24", 411 Feet;
- Bearing 13°7'52.59", 20.88 Feet;
- Bearing 99°35'11.05", 31.68 Feet;
- Bearing 99°35'40.96", 50 Feet;
- Bearing 99°35'29.18", 120.08 Feet;
- Bearing 99°35'15.71", 25.02 Feet;
- Bearing 99°35'24.87", 66.24 Feet;
- Bearing 99°35'26.39", 73.42 Feet;
- Bearing 99°35'25.37", 130.75 Feet;
- Bearing 99°35'25.27", 181.73 Feet;
- Bearing 166°21'6.34", 134.81 Feet;
- Bearing 165°58'1.35", 48.59 Feet;
- Bearing 255°58'2.16", 100 Feet;
- Bearing 165°58'2.93", 60 Feet;
- Bearing 75°49'17.78", 176.43 Feet;
- Bearing 75°49'18.85", 118.63 Feet;

Thence continuing across the right-of-way of Cold Spring Rd. at a Bearing of 99°3'51.52", 43.86 Feet;

- Bearing 157°20'41.77", 9.9 Feet;
- Bearing 67°27'16.49", 65.98 Feet;
- Bearing 157°27'17.12", 363.34 Feet;
- Bearing 79°50'52.86", 36.05 Feet;
- Bearing 350°26'16.88", 431.79 Feet;
- Bearing 100°13'36.22", 228.4 Feet;

To the starting point originally listed.

The following bearings encompass a section that is completely enclosed by but not included in Part 4:

BEGINNING at the point of intersection between the Southeastern corner of Lot 30.-5-4 and the Northeastern corner of 30.-5-5 the line continues clockwise along the following bearings:

- Bearing 195°29'21.47", 130.29 Feet, across the right-of-way for Cold Spring Rd.;
- Bearing 273°3'38.55", 82.8 Feet;
- Bearing 272°1'14.86", 84.83 Feet;
- Bearing 272°1'9.54", 13.71 Feet;
- Bearing 1°7'40.09", 77.13 Feet;
- Bearing 1°7'30.4", 14.47 Feet;
- Bearing 1°7'36.27", 102.41 Feet;
- Bearing 1°7'35.01", 97.47 Feet;
- Bearing 1°7'35.29", 105.45 Feet;
- Bearing 0°45'25.26", 386.76 Feet;
- Bearing 98°30'26.18", 446.16 Feet;
- Bearing 179°24'19.82", 388.11 Feet;
- Bearing 278°30'22.05", 67.22 Feet;
- Bearing 182°51'28.7", 56.54 Feet;

Harris Sewer District Consolidated

- Bearing 182°51'31.99", 40.01 Feet;
- Bearing 278°25'3.88", 172.98 Feet;
- Bearing 179°56'8.69", 100.64 Feet;
- Bearing 179°56'8.59", 50.01 Feet;

To the starting point originally listed.

AI
#2

**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 APRIL 20, 2021**

**A JOINT RESOLUTION BY THE TOWN BOARD OF THE TOWN OF THOMPSON
ON BEHALF OF THE EMERALD GREEN-LAKE LOUISE MARIE SEWER DISTRICT
AND THE ROCK HILL SEWER DISTRICT TO ENDORSE A PROPOSED JOINT
CONSOLIDATION PROCEEDING PURSUANT TO GENERAL MUNICIPAL LAW
ARTICLE 17-A, §751.**

WHEREAS, the Town Board of the Town of Thompson, acting on behalf of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District desire to consolidate these two (2) districts into one consolidated district pursuant to Article 17A of the General Municipal Law; and

WHEREAS, a map, plan and report for the consolidation and rate restructure for the Consolidated Rock Hill/Emerald Green Sewer District was prepared by Delaware Engineering, D.P.C. dated January, 2021 and reviewed and accepted by the Town Board on February 2, 2021; and

WHEREAS, the Town Board desires to have a Joint Consolidation Agreement prepared in order to commence said consolidation proceedings pursuant to General Municipal Law §752(1); and

WHEREAS, the Town Board, on behalf of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District believes it is in the public's interest to consolidate these districts.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Thompson, Sullivan County, New York, makes the following determinations:

- 1) That the Town Board does hereby direct that the Town Attorney prepare a Joint Consolidation Agreement on behalf of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District for the purpose of commencing consolidation proceedings pursuant to General Municipal Law §17-A

Moved by
Seconded by

Adopted the 20th day of April, 2021.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [] No []
Councilman SCOTT MACE	Yes [] No []
Councilman JOHN A. PAVESE	Yes [] No []
Councilperson MELINDA S. MEDDAUGH	Yes [] No []
Councilman RYAN T. SCHOCK	Yes [] No []

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution annexed hereto to authorize the preparation of a Joint Consolidation Agreement was adopted by said Town Board on April 20, 2021, 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 _____, 2021.

Marilee J. Calhoun, Town Clerk

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

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the Minutes of the Meeting of the Town Board of said Town, including the Resolution contained therein, held on the 20th day of April, 2021, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that all Members of said Board had due notice of said Meeting.

I FURTHER CERTIFY that, pursuant to Section 99 of the Public Officers Law (Open Meetings Law), said Meeting was open to the general public.

I FURTHER CERTIFY that PRIOR to the time of said Meeting, I duly caused a Public Notice of the time and place of said Meeting to be given to the following newspapers and/or news media as follows:

Newspaper and/or other news media	Date Given
Sullivan County Democrat	
WSUL Radio	
WVOS Radio	

I FURTHER CERTIFY that PRIOR to the time of said Meeting, I duly caused Public Notice of the time and place of said Meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of posted Notice	Date of Posting
Town Hall	
Village Hall	
Sullivan County Courthouse	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this _____ day of April, 2021.

TOWN CLERK

(CORPORATE SEAL)

**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 APRIL 20, 2021**

A JOINT RESOLUTION BY THE TOWN BOARD OF THE TOWN OF THOMPSON ON BEHALF OF THE EMERALD GREEN-LAKE LOUISE MARIE SEWER DISTRICT AND THE ROCK HILL SEWER DISTRICT TO ENDORSE A PROPOSED JOINT CONSOLIDATION AGREEMENT FOR THE CONSOLIDATION OF THE EMERALD GREEN-LAKE LOUISE MARIE SEWER DISTRICT AND THE ROCK HILL SEWER DISTRICT INTO THE CONSOLIDATED ROCK HILL/EMERALD GREEN SEWER DISTRICT.

WHEREAS, the Town Board of the Town of Thompson has previously accepted a map, plan and report created by Delaware Engineering, D.P.C. for the consolidation and rate restructuring for the Consolidated Rock Hill/Emerald Green Sewer District; and

WHEREAS, the Town Board of the Town of Thompson has previously directed the preparation of a Joint Consolidation Agreement and descriptive summary for the consolidation of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District into the Consolidated Rock Hill/Emerald Green Sewer District; and

WHEREAS, the Town Board of the Town of Thompson has received and reviewed the proposed Joint Consolidation Agreement for the consolidation of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District, prepared pursuant to General Municipal Law §752; and

WHEREAS, the Town Board of the Town of Thompson desires to commence consolidation proceedings pursuant to General Municipal Law Article 17-A and §751 upon receipt of the Joint Consolidation Agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Thompson, on behalf of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District acknowledges receipt of the Joint Consolidation Agreement for the Consolidated Rock Hill/Emerald Green Sewer District, as well as the descriptive summary of the Joint Consolidation Agreement, and it is further

RESOLVED, that the Town Board of the Town of Thompson on behalf of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District endorses the proposed Joint Consolidation Agreement and descriptive summary, and it is further

RESOLVED, that the Town Board of the Town of Thompson hereby directs the Town Clerk, no later than five (5) business days after this Resolution, to cause a copy of the proposed Joint Consolidation Agreement, together with a descriptive summary thereof be posted in the Town Hall and published on the Town's Website so that it is accessible to the public for inspection, and it is further

RESOLVED, that the Town Board of the Town of Thompson directs the Town Clerk to publish the descriptive summary of the proposed Joint Consolidation Agreement with reference to the posting areas and Website access in a newspaper having general circulation within the Town of Thompson at least one (1) time per week for four (4) consecutive weeks, and it is further

RESOLVED, that the Town Board of the Town of Thompson shall conduct a Joint Public Hearing on behalf of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District at a Meeting of the Town Board of the Town of Thompson, located at Town Hall, 4052 Route 42, Monticello, New York, in said Town on June 1, 2021 at 7:00 p.m., Prevailing Time to consider the Joint Consolidation Agreement and to hear all persons interested in the subject thereof concerning the same and to take such action as is required by law.

Moved by
Seconded by

Adopted the 20th day of April, 2021.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [] No []
Councilman SCOTT MACE	Yes [] No []
Councilman JOHN A. PAVESE	Yes [] No []
Councilperson MELINDA S. MEDDAUGH	Yes [] No []
Councilman RYAN T. SCHOCK	Yes [] No []

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution annexed hereto to authorize the endorsement of a Joint Consolidation Agreement and scheduling of Public Hearing was adopted by said Town Board on April 20, 2021, 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 _____, 2021.

Marilee J. Calhoun, Town Clerk

**JOINT CONSOLIDATION AGREEMENT
FOR THE CONSOLIDATION AND RATE RESTRUCTURING OF THE EMERALD
GREEN-LAKE LOUISE MARIE SEWER DISTRICT AND THE ROCK HILL SEWER
DISTRICT INTO THE CONSOLIDATED ROCK HILL/EMERALD GREEN SEWER
DISTRICT**

This Agreement, made and entered into this ____ day of _____, 2021, by and between the **EMERALD GREEN-LAKE LOUISE MARIE SEWER DISTRICT**, established pursuant to Town Law of the State of New York and overseen by the Town Board of the Town of Thompson, and; the **ROCK HILL SEWER DISTRICT**, established pursuant to Town Law of the State of New York and overseen by the Town Board of the Town of Thompson for the consolidation of each of the aforementioned sewer districts into one (1) consolidated district.

The name of the proposed consolidated sewer district shall be the *Consolidated Rock Hill/Emerald Green Sewer District*.

These currently existing Sewer Districts are “special districts” as that term is defined in Articles 12 and 12-A of the New York State Town Law and were created pursuant to Town Law to provide sewer services to the defined areas by collecting wastewater via Town owned sewer lines, which include both gravity and force mains with pump stations which deliver the wastewater to one of the five Town owned wastewater treatment plans (WWTP’s). The consolidation of these two (2) Sewer Districts into one (1) District will allow for a single budget for these Districts for the daily operation, maintenance, repairs and capital improvements to be shared equally amongst the users, resulting in a fairer assessment to all users and cost savings to most within the Consolidated Rock Hill/Emerald Green Sewer District.

A map, plan and report prepared by Delaware Engineering, D.P.C., dated January, 2021, is attached to this Joint Consolidation Agreement and made a part hereof. Therein, the territorial boundaries of this Consolidated Rock Hill/Emerald Green Sewer District are included and made a part hereof, with specific reference to Appendix “E”.

Upon acceptance of this Joint Consolidated Agreement, the aforementioned two (2) Sewer Districts shall be consolidated into the Consolidated Rock Hill/Emerald Green Sewer District and said Consolidated Rock Hill/Emerald Green Sewer District shall continue to be overseen by the Town Board of the Town of Thompson in the same manner as the Districts were previously overseen.

The Effective Date for the consolidation shall be July 1, 2021.

A detailed Explanation of Cost savings to be realized, the assets of each entity, and each entities liabilities and indebtedness, terms for disposition of said assets, liabilities and indebtedness by the consolidation are included and specifically spelled out in the attached map, plan and report, Sections 8, 8.1, 8.2, 8.3, 8.3.1, 8.3.2 and 8.3.3 and are incorporated by reference into this Joint Consolidation Agreement. As is noted in the map, plan and report, the annual cost to the average residential property owner in the new Consolidated Rock Hill/Emerald Greens Sewer District will be approximately *Seven Hundred Thirty-Eight and 20/100 (\$738.20) Dollars* per user, which is a savings of *Eighty and 80/100 (\$80.80) Dollars* per Emerald Green-Lake Louise Marie Sewer District user, and; *One Hundred Seventy-Seven and 60/100 (\$177.60)*

Dollars per Rock Hill Sewer District user. Currently, the Emerald Green-Lake Louise Marie Sewer District has debt in the amount of Four Million Four Hundred Twenty-Three Thousand Five Hundred One and 00/100 (\$4,423,501.00 Dollars which was incurred for the purpose of improvements and repairs to the Emerald Green-Lake Louise Marie Waste Water Treatment Plant ("WWTP"), collection system and pump station. Since the WWTP services are currently shared by both districts, the repayment of the debt will be shares by all users of the Consolidated Rock Hill/Emerald Green Sewer District.

The terms for the common administration and uniform enforcement of Local Laws and the like within the proposed consolidated local government entity are those rules and regulations promulgated by the Town of Thompson and enforced by the Town of Thompson Water & Sewer Commissioner consistent with General Municipal Law §769. All Local Laws, ordinances, rules or regulations currently in effect for the component special districts on the effective date of the consolidation shall remain in full force and effect until repealed or amended.

The determination of future rates for the Consolidated Rock Hill/Emerald Green Sewer District shall be based on the consolidated budget for the two (2) Districts and shall continue to be based on a Schedule of Points. Any subsequent change to the Point Schedule shall comply with the Town of Thompson Town Code and changes thereto shall be by Local Law. The collection of the Sewer Rents after creation of the Consolidated Rock Hill/Emerald Green Sewer District shall be included on the yearly Town/County tax bills, as a separate line item.

The Town Board of the Town of Thompson shall conduct a Joint Public Hearing pursuant to General Municipal Law §754 on behalf of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District at a Meeting of the Town Board of the Town of Thompson, located at 4052 Route 42, Monticello, New York 12701, in said Town on June 1, 2021 at 7:00 P.M., Prevailing Time, to consider the Joint Consolidation Agreement and to hear all persons interested in the subject thereof concerning the same and to take such action as is required by law.

This Agreement, along with the attached map, plan and report, shall constitute the Joint Consolidation Agreement for the Consolidated Rock Hill/Emerald Green Sewer District.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly signed and executed as of the day and year first written above.

EMERALD GREEN-LAKE LOUISE MARIE SEWER DISTRICT ROCK HILL SEWER DISTRICT

By: _____
WILLIAM J. RIEBER, JR.
Supervisor, Town of Thompson

By: _____
WILLIAM J. RIEBER, JR.
Supervisor, Town of Thompson

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

On _____, 2021, before me, the undersigned, 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 the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

**TOWN OF THOMPSON
NOTICE OF PUBLIC HEARING**

**ON THE PROPOSED JOINT CONSOLIDATION AGREEMENT BETWEEN THE
EMERALD GREEN-LAKE LOUISE MARIE SEWER DISTRICT AND ROCK HILL
SEWER DISTRICT REGARDING THE CONSOLIDATION INTO A SINGLE, JOINT
CONSOLIDATED SEWER DISTRICT**

NOTICE IS HEREBY GIVEN, by the Town of Thompson Town Board, on behalf of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District (as more particularly described in Schedule "A" annexed hereto) that there will be a Joint Public Hearing at the Town of Thompson Town Hall, located at 4052 Route 42, Monticello, New York 12701, on June 1, 2021 at 7:00 P.M., or as soon thereafter as the matter can be heard, at which time all persons interested will be heard, for the purposes of considering the proposed Joint Consolidation Agreement between the aforementioned Sewer Districts previously established in the Town of Thompson for the establishment into a single Consolidated Sewer District called the Consolidated Rock Hill/Emerald Green Sewer District.

The following summary of the Joint Consolidation Agreement has been approved by the Town of Thompson Town Board and is being published pursuant to New York State General Municipal Law Article 17-A, Section 754:

Currently, the Town of Thompson operates eleven (11) Sewer Districts, of which nine (9) have wastewater collected via Town owned sewer lines, including gravity and force mains with pump stations and delivered to one of five (5) Town owned Waste Water Treatment Plants ("WWTP"). The Emerald Green-Lake Louise Marie Sewer District contains one of the Town's WWTP's and it serves to treat all wastewater from the Emerald Green-Lake Louise Marie Sewer District as well as the Rock Hill Sewer District. The Rock Hill Sewer District consists of approximately forty-five (45) connections, consisting of few single and multiple family residences, vacant parcels, several small commercial enterprises, a dentist, junkyard, supermarket and motel and medical facility. The Emerald Green-Lake Louise Marie Sewer District consists of approximately one thousand three hundred fifty-six (1,356) connections, consisting of mostly residential single and multi-family residences, as well as a few commercial enterprises, recreational facilities and a few education and health care and community service facilities.

Currently the Town's sewer infrastructure is disparate and challenging to manage from both an administrative, as well as capital, operations and maintenance perspective. Originally, each created Sewer District had a distinct purpose, but over time the function and finances of each of the Districts has changed. Pursuant to the Infrastructure Master Plan prepared on behalf of the Sewer Districts, it was recommended that due to the shared common point of wastewater treatment, being the Emerald Green WWTP, that consolidation of the districts would simplify planning, budgeting and operations. The consolidation of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District would also result in the sharing of annual operational and maintenance costs as well as capital costs across a larger user base. Standardization of sewer rents within a Consolidated Sewer District would allow an equitable distribution of costs.

It is expected that the estimated annual cost to the typical single family residential user in the Consolidated Rock Hill/Emerald Green Sewer District will be *Seven Hundred Thirty-Eight and 20/100 (\$738.20) Dollars* per user, which is a reduction of *Eighty and 80/100 (\$80.80) Dollars* per user to current Emerald Green-Lake Louise Marie Sewer District users, and a reduction of *One Hundred Seventy-Seven and 60/100 (\$177.60) Dollars* per user for current Rock Hill Sewer District users.

Currently the Emerald Green-Lake Louise Marie Sewer District has debt in the amount of *Four Million Four Hundred Twenty-Three Thousand Five Hundred One and 00/100 (\$4,423,501.00) Dollars*, which was used for the purpose of improvements and repairs to the WWTP, collection system and pump station. As this debt was incurred to service the WWTP which is used by both the current districts, the repayment of this debt will be shared by all users of the Consolidated Rock Hill/Emerald Green Sewer District.

Due to challenges with the administration of the multiple districts over the years and due to the complications of adopting separate budgets for each District, it has been deemed to be desirable and that the Town would benefit from the creation of one (1) unified Consolidated Sewer District, encapsulating the two (2) aforementioned Sewer Districts.

The New York State General Municipal Law Article 17-A provides that two (2) or more local government entities may consolidate into a single local government entity if together the consolidated local government entity forms a local governmental entity of a kind or class that is authorized under the Laws of the State of New York. The Town of Thompson has adhered to the provisions of that legislation, including but not limited to the procedures, notifications and agreement content.

The purpose of the existing Sewer Districts was to prevent contamination of water supplies and provide for the health, welfare and safety of the residents of the Town of Thompson.

The name of the consolidated district is Consolidated Rock Hill/Emerald Green Sewer District and its functions will be those of the districts it replaces, including:

- a) establish standards for the addition, upgrading and maintenance of sewer infrastructure
- b) approve and oversee construction of new sewer infrastructure by third parties and homeowners
- c) manage contracts to replace and upgrade existing sewer infrastructure
- d) oversee/perform maintenance on existing facilities
- e) monitor the condition of sewer infrastructure
- f) establish priorities and budget estimates for sewer infrastructure improvements
- g) ensure compliance with environmental regulations and permits

- h) develop the district's operating and capital budget

The Consolidated Rock Hill/Emerald Green Sewer District will provide wastewater collection and management services to the same geographical areas currently served by the existing Sewer Districts. In addition, all wastewater flows will continue to be transported to the Emerald Green-Lake Louise Marie WWTP. No changes to sewer service have been made in this process of consolidation. The attached description describes the area served by the existing and consolidated districts.

The Town of Thompson will act as the governing body of the Consolidated Rock Hill/Emerald Green Sewer District. The administrative structure of the Consolidated Rock Hill/Emerald Green Sewer District will mirror that of the former existing sanitary sewer districts but will be more streamlined and unified. There are no anticipated increases to capital and maintenance costs accrued from the consolidation which would not have otherwise occurred without the consolidation. All regulations and permitting requirements that were formerly the responsibility of the existing districts will become the responsibility of the consolidated sewer district. A copy of this descriptive summary and the proposed Joint Consolidation Agreement can be inspected at the Town of Thompson Town Clerk's Office, located at 4052 Route 42, Monticello, New York 12701 or on the Town's Website (www.townofthompson.com).

Dated: _____, 201

MARILEE J. CALHOUN
Town Clerk
Town of Thompson

APPENDIX E

Consolidated Sewer District Boundary Description

.Note: This description was created from the Town of Thompson Tax Parcels 2020 GIS Tax Parcels and is not based on an actual field survey.

Part 1: BEGINNING at the point of intersection between the Eastern corner of Lot 64.-1-2 and the right-of-way of Wolf Lake Rd. in a northwesterly along the following bearings:

- Bearing 326°1'2.92", 162.46 Feet;
- Bearing 326°0'31.54", 28.87 Feet;
- Bearing 228°0'37.39", 205.29 Feet;
- Bearing 329°24'13.61", 74.12 Feet;
- Bearing 275°12'8.23", 162.7 Feet;
- Bearing 275°12'9.94", 134.81 Feet;
- Bearing 275°12'1.61", 111.97 Feet;
- Bearing 275°12'15.91", 100 Feet;
- Bearing 275°12'1.63", 100 Feet;
- Bearing 275°12'18.05", 100 Feet;
- Bearing 275°12'7.76", 100 Feet;
- Bearing 275°11'59.18", 100 Feet;
- Bearing 275°12'8.25", 100 Feet;
- Bearing 275°12'11.62", 100 Feet;
- Bearing 275°12'8.35", 129.41 Feet;
- Bearing 275°12'9.76", 92.06 Feet;
- Bearing 327°4'21.66", 56.4 Feet;
- Bearing 327°4'13.58", 135.98 Feet;
- Bearing 327°4'13.76", 89.13 Feet;
- Bearing 248°3'13.85", 352 Feet;
- Bearing 322°47'38.41", 1271.66 Feet;
- Bearing 346°10'14.34", 289.95 Feet;
- Bearing 345°24'47.48", 35.45 Feet;
- Bearing 345°24'59.03", 3.14 Feet;
- Bearing 333°21'15.76", 70.64 Feet;
- Bearing 17°37'56.76", 83.99 Feet;
- Bearing 17°38'0", 16.63 Feet;
- Bearing 17°36'47.49", 0.46 Feet;
- Bearing 17°37'56.54", 23.85 Feet;
- Bearing 17°37'54.82", 17.06 Feet;
- Bearing 17°37'43.36", 1.94 Feet;
- Bearing 17°37'56.54", 743.35 Feet;

Thence continuing across the right-of-way for Old Sackett Rd. in a Northeasterly direction at a bearing of 13°15'45.51", 66.37 Feet;

- Bearing 309°55'51.55", 27.08 Feet;
- Bearing 312°8'36.26", 27.08 Feet;

- Bearing 316°49'16.79", 2.58 Feet;
- Bearing 325°27'26.62", 3.44 Feet;
- Bearing 335°19'16.04", 3.44 Feet;

Thence continuing across the right-of-way for Lake Shore Dr. W. in a Northwesterly direction at a bearing of 312°15'5.4", 74.71 Feet;

- Bearing 299°43'26.7", 3.14 Feet;
- Bearing 308°44'11.43", 3.14 Feet;
- Bearing 313°11'0.47", 106 Feet;
- Bearing 313°11'6.52", 10.52 Feet;
- Bearing 313°10'58.26", 113.88 Feet;
- Bearing 313°11'6.25", 7.5 Feet;
- Bearing 313°11'4.64", 7.5 Feet;
- Bearing 313°10'58.41", 26.47 Feet;
- Bearing 314°41'11.29", 21.32 Feet;
- Bearing 317°18'11.4", 21.32 Feet;
- Bearing 319°55'8.53", 21.32 Feet;
- Bearing 322°49'56.04", 21.22 Feet;
- Bearing 325°39'21.63", 22.98 Feet;
- Bearing 328°35'31.89", 22.98 Feet;
- Bearing 331°31'46.51", 22.98 Feet;
- Bearing 334°27'57.58", 22.98 Feet;
- Bearing 335°59'17.34", 37.7 Feet;
- Bearing 335°59'17.75", 67.05 Feet;
- Bearing 335°41'44.99", 4.35 Feet;
- Bearing 334°55'5.19", 43.43 Feet;
- Bearing 333°31'7.53", 43.43 Feet;
- Bearing 331°57'17.04", 34 Feet;
- Bearing 330°41'23.95", 38.31 Feet;
- Bearing 329°10'41.55", 38.31 Feet;
- Bearing 327°40'0.39", 38.31 Feet;
- Bearing 330°50'9.83", 2.91 Feet;
- Bearing 339°10'22.4", 2.91 Feet;
- Bearing 321°41'13", 597.87 Feet;
- Bearing 307°52'20.48", 428.89 Feet;
- Bearing 315°55'18.63", 533.94 Feet;
- Bearing 321°18'0.15", 3 Feet;

Thence continuing across the right-of-way for Surrey St. in a Northwesterly direction at a bearing of 306°21'28.54", 79.94 Feet;

- Bearing 300°58'12.18", 3.07 Feet;
- Bearing 304°36'2.62", 5.56 Feet;
- Bearing 303°45'54.95", 37.72 Feet;

- Bearing 302°18'48.37", 37.72 Feet;
- Bearing 301°21'37.85", 21.5 Feet;
- Bearing 302°20'26.54", 44.47 Feet;
- Bearing 300°47'6.24", 44.47 Feet;
- Bearing 299°13'42.81", 44.47 Feet;
- Bearing 302°53'18.5", 40.24 Feet;
- Bearing 305°2'39.6", 40.24 Feet;
- Bearing 307°11'58.21", 40.24 Feet;
- Bearing 309°21'19.81", 40.24 Feet;
- Bearing 311°30'38.73", 40.24 Feet;
- Bearing 313°39'59.14", 40.24 Feet;
- Bearing 315°49'18.6", 40.24 Feet;
- Bearing 317°58'38.66", 40.24 Feet;
- Bearing 320°7'58.6", 40.24 Feet;
- Bearing 322°17'19.58", 40.24 Feet;
- Bearing 324°26'39.26", 40.24 Feet;
- Bearing 323°44'15.93", 65.06 Feet;
- Bearing 328°25'11.13", 1.63 Feet;
- Bearing 337°35'59.09", 1.63 Feet;
- Bearing 346°47'16.58", 1.63 Feet;
- Bearing 355°57'2.24", 1.63 Feet;
- Bearing 5°8'20.28", 1.63 Feet;
- Bearing 14°18'19.18", 1.63 Feet;
- Bearing 23°29'34.93", 1.63 Feet;
- Bearing 32°40'14.31", 1.63 Feet;
- Bearing 41°51'5.24", 1.63 Feet;
- Bearing 51°1'34.02", 1.63 Feet;
- Bearing 53°49'54.97", 62.69 Feet;

Thence continuing across the right-of-way for Manchester Rd. in a Northwesterly direction at a bearing of 321°22'45.46", 49.48 Feet;

- Bearing 231°57'0.42", 7.25 Feet;
- Bearing 231°57'0.7", 33.09 Feet;
- Bearing 235°48'26.34", 2.73 Feet;
- Bearing 243°37'44.79", 2.73 Feet;
- Bearing 251°28'1.19", 2.73 Feet;
- Bearing 258°19'30.39", 2.06 Feet;
- Bearing 265°37'42.57", 3.02 Feet;
- Bearing 274°18'11.77", 3.02 Feet;
- Bearing 282°58'31.8", 3.02 Feet;
- Bearing 291°39'12.68", 3.02 Feet;
- Bearing 300°19'24.98", 3.02 Feet;
- Bearing 309°0'6.54", 3.02 Feet;

- Bearing 317°40'32.42", 3.02 Feet;
- Bearing 321°57'5.78", 110 Feet;
- Bearing 321°56'55.9", 60 Feet;
- Bearing 320°57'46.19", 36.93 Feet;
- Bearing 318°59'6.06", 36.93 Feet;
- Bearing 317°0'27.74", 36.93 Feet;
- Bearing 315°1'47.54", 36.93 Feet;
- Bearing 314°2'26.7", 5.78 Feet;
- Bearing 314°2'28.42", 140.22 Feet;
- Bearing 314°2'23.83", 125 Feet;
- Bearing 318°34'50.63", 3.21 Feet;
- Bearing 316°30'34.17", 89.63 Feet;

Thence continuing across the right-of-way for Old Sackett Rd. in a Northwesterly direction at a bearing of 291°39'27.51", 311.07 Feet;

- Bearing 236°26'24.51", 1026.79 Feet;
- Bearing 324°6'1.4", 375 Feet;
- Bearing 234°30'19.15", 36.95 Feet;
- Bearing 271°43'38.91", 55.56 Feet;
- Bearing 271°43'39.13", 110.69 Feet;
- Bearing 271°43'39.93", 102.09 Feet;
- Bearing 268°17'9.74", 90.34 Feet;
- Bearing 268°17'5.79", 90.34 Feet;
- Bearing 268°17'13.9", 39.11 Feet;
- Bearing 280°34'29.11", 51.46 Feet;
- Bearing 280°34'36.03", 90.73 Feet;
- Bearing 280°34'33.88", 32.41 Feet;
- Bearing 271°18'34.77", 69 Feet;
- Bearing 271°18'21.98", 127.01 Feet;
- Bearing 271°18'34.65", 134.49 Feet;
- Bearing 271°18'39.26", 193.9 Feet;
- Bearing 271°18'53.35", 161.64 Feet;
- Bearing 36°46'4.08", 212.98 Feet;
- Bearing 36°46'3.19", 143.85 Feet;
- Bearing 36°46'19.69", 7.5 Feet;
- Bearing 36°45'45.37", 7.5 Feet;
- Bearing 36°46'2.96", 111.53 Feet;
- Bearing 36°46'23.01", 69.53 Feet;
- Bearing 36°46'2.58", 125.35 Feet;
- Bearing 36°46'1.78", 107.99 Feet;
- Bearing 36°46'4.34", 107.49 Feet;
- Bearing 36°46'3.17", 107.22 Feet;
- Bearing 36°46'19.69", 7.5 Feet;

- Bearing 36°46'12.46", 7.5 Feet;
- Bearing 36°46'2.35", 116.84 Feet;
- Bearing 36°46'12.05", 9.71 Feet;
- Bearing 95°35'1.47", 88.87 Feet;
- Bearing 95°35'3.09", 98.08 Feet;
- Bearing 95°35'5.73", 96.27 Feet;
- Bearing 51°21'3.74", 81.73 Feet;
- Bearing 51°21'2.74", 90 Feet;
- Bearing 51°21'3.09", 90 Feet;
- Bearing 51°7'51.51", 83.77 Feet;
- Bearing 54°18'30.7", 6.24 Feet;
- Bearing 51°21'2.15", 90 Feet;
- Bearing 51°21'4.97", 90 Feet;
- Bearing 51°21'3.09", 90 Feet;
- Bearing 51°21'2.6", 43.77 Feet;
- Bearing 58°7'18.62", 52.42 Feet;
- Bearing 58°7'29.34", 7.5 Feet;
- Bearing 58°7'43.63", 7.5 Feet;
- Bearing 58°7'20.35", 95.71 Feet;
- Bearing 58°7'25.33", 90.64 Feet;
- Bearing 58°7'21.92", 90.64 Feet;
- Bearing 58°7'20.95", 110.78 Feet;
- Bearing 154°55'14.64", 150.39 Feet;
- Bearing 154°55'20.5", 20.08 Feet;
- Bearing 154°55'18.83", 8.44 Feet;
- Bearing 154°55'10.86", 41.56 Feet;
- Bearing 154°55'22.82", 20.2 Feet;
- Bearing 154°55'10.7", 99.18 Feet;
- Bearing 154°55'13.49", 15.27 Feet;

Thence continuing across the right-of-way for Old Sackett Rd. in a Northeasterly direction at a bearing of 63°53'28.2", 53.9 Feet;

- Bearing 56°38'41.39", 111.48 Feet;
- Bearing 56°38'47.82", 62.73 Feet;
- Bearing 56°38'41.3", 56.08 Feet;
- Bearing 330°59'45.73", 50.73 Feet;
- Bearing 330°59'40.7", 9.27 Feet;
- Bearing 335°37'50.18", 303.28 Feet;
- Bearing 324°58'30.47", 178.66 Feet;
- Bearing 235°36'17.55", 227.71 Feet;
- Bearing 319°24'56.21", 31.83 Feet;
- Bearing 317°20'6.24", 31.83 Feet;
- Bearing 315°15'13.91", 31.83 Feet;

- Bearing 313°10'24.2", 31.83 Feet;
- Bearing 311°15'7.83", 58.78 Feet;
- Bearing 312°41'7.71", 58.78 Feet;
- Bearing 314°7'8.9", 58.78 Feet;
- Bearing 315°33'10.54", 58.78 Feet;
- Bearing 316°59'10.95", 58.78 Feet;
- Bearing 318°25'12.68", 58.78 Feet;
- Bearing 315°37'21.27", 101.39 Feet;
- Bearing 314°53'12.72", 101.39 Feet;
- Bearing 314°9'4.09", 101.39 Feet;
- Bearing 313°24'54.97", 101.39 Feet;
- Bearing 319°19'7.29", 25.99 Feet;
- Bearing 322°40'54.11", 25.99 Feet;
- Bearing 326°2'41.13", 25.99 Feet;
- Bearing 329°24'29.14", 25.99 Feet;
- Bearing 332°46'12.98", 25.99 Feet;
- Bearing 336°7'58.96", 25.99 Feet;
- Bearing 339°29'47.17", 25.99 Feet;
- Bearing 342°51'32.16", 25.99 Feet;
- Bearing 350°46'8.73", 25.17 Feet;
- Bearing 353°4'16.18", 25.17 Feet;
- Bearing 355°22'26.51", 25.17 Feet;
- Bearing 67°32'41.26", 94.13 Feet;
- Bearing 64°2'4.72", 285.57 Feet;
- Bearing 53°25'6.79", 80.43 Feet;
- Bearing 49°23'54.55", 46.23 Feet;
- Bearing 68°29'54.97", 44.46 Feet;
- Bearing 77°28'22.85", 11.19 Feet;
- Bearing 26°33'6.16", 778.28 Feet;
- Bearing 260°40'45.81", 329.22 Feet;
- Bearing 321°16'20.89", 128.66 Feet;
- Bearing 54°40'12.77", 165.9 Feet;
- Bearing 144°1'35.06", 2.44 Feet;
- Bearing 55°11'22.73", 211.1 Feet;
- Bearing 77°40'2.38", 239.1 Feet;
- Bearing 54°17'14.64", 488.58 Feet;
- Bearing 57°48'40.67", 124.76 Feet;
- Bearing 57°58'31.18", 44.42 Feet;
- Bearing 180°0'0", 223.27 Feet;
- Bearing 99°12'40.13", 249.82 Feet;
- Bearing 175°30'28.48", 200.97 Feet;
- Bearing 28°35'27.96", 484.73 Feet;

- Bearing 115°7'5.65", 501.05 Feet;
- Bearing 219°15'49.28", 205.71 Feet;
- Bearing 208°17'37.93", 659.02 Feet;
- Bearing 208°17'37.25", 339.31 Feet;
- Bearing 215°4'47.21", 183.46 Feet;
- Bearing 148°12'36.3", 592.17 Feet;
- Bearing 147°50'27.77", 115.31 Feet;
- Bearing 147°50'25.92", 187.29 Feet;
- Bearing 147°50'21.75", 58.4 Feet;
- Bearing 147°50'30.9", 76.44 Feet;
- Bearing 147°50'24.26", 170.86 Feet;
- Bearing 147°50'23.97", 127.02 Feet;
- Bearing 147°50'53.7", 11.68 Feet;
- Bearing 97°6'58.29", 58.66 Feet;
- Bearing 97°6'58.13", 134.58 Feet;
- Bearing 97°7'0.18", 304.77 Feet;
- Bearing 12°36'58.13", 188.46 Feet;
- Bearing 12°37'0.66", 121.86 Feet;
- Bearing 12°36'53.17", 90.18 Feet;
- Bearing 12°36'58.95", 90.18 Feet;
- Bearing 12°36'59.47", 105.72 Feet;
- Bearing 12°36'57.67", 125.17 Feet;
- Bearing 12°36'59.92", 71.03 Feet;
- Bearing 12°36'58.91", 156 Feet;
- Bearing 12°36'59.03", 50 Feet;
- Bearing 12°36'57.52", 145.91 Feet;
- Bearing 12°36'58.26", 125.47 Feet;
- Bearing 12°36'56.05", 113.2 Feet;
- Bearing 12°36'59.69", 105.09 Feet;
- Bearing 12°36'54.86", 69.33 Feet;
- Bearing 0°28'10.56", 52.2 Feet;
- Bearing 0°29'53.06", 95.34 Feet;
- Bearing 0°29'53.32", 91.81 Feet;
- Bearing 0°26'42.94", 226.16 Feet;
- Bearing 0°26'41.71", 14.87 Feet;
- Bearing 113°12'6.71", 163.68 Feet;
- Bearing 184°59'6.19", 175.15 Feet;
- Bearing 182°12'25.25", 23.07 Feet;
- Bearing 110°34'4.52", 25.75 Feet;
- Bearing 110°32'48.86", 25.27 Feet;
- Bearing 189°5'58.64", 45.92 Feet;
- Bearing 188°19'45.76", 29.46 Feet;

- Bearing 194°49'3.52", 1.15 Feet;
- Bearing 194°36'21.1", 2.9 Feet;
- Bearing 189°6'5.37", 69.78 Feet;
- Bearing 99°6'11.69", 130 Feet;
- Bearing 186°7'46.56", 88.36 Feet;
- Bearing 106°22'31.23", 185.98 Feet;
- Bearing 114°21'36.64", 436.68 Feet;
- Bearing 114°21'34.94", 213.22 Feet;
- Bearing 114°21'35.16", 137.95 Feet;

Thence continuing across the right-of-way for Lake Louise Marie Rd. in a Northeasterly direction at a bearing of 59°49'37.74", 113.88 Feet;

- Bearing 333°5'48.67", 204.49 Feet;
- Bearing 333°41'7.7", 295.73 Feet;
- Bearing 332°51'49.32", 135.3 Feet;
- Bearing 111°18'37.79", 71.99 Feet;
- Bearing 113°39'28.46", 722.01 Feet;
- Bearing 117°4'40.3", 312 Feet;
- Bearing 107°11'30.51", 221.02 Feet;
- Bearing 107°11'35.63", 1.77 Feet;
- Bearing 107°11'30.03", 72.97 Feet;
- Bearing 107°17'27.05", 45.83 Feet;
- Bearing 110°3'26.84", 420.42 Feet;
- Bearing 128°18'25.16", 403.24 Feet;
- Bearing 129°3'3.93", 1061.1 Feet;
- Bearing 139°0'42.9", 144.11 Feet;

Thence continuing across the right-of-way for Wawarsink Rd. in a Southeasterly direction at a bearing of 139°57'29.42", 180.46 Feet;

- Bearing 139°57'27.99", 45.76 Feet;
- Bearing 132°42'33.02", 213.61 Feet;
- Bearing 162°40'53.82", 164.71 Feet;
- Bearing 204°9'26.46", 139.37 Feet;

Thence continuing across the right-of-way for the ramp to Route 17 in a Southeasterly direction at a bearing of 105°37'7.54", 137.35 Feet;

- Bearing 100°41'17.02", 157.35 Feet;
- Bearing 143°0'17.65", 81.47 Feet;
- Bearing 170°3'36.56", 111.58 Feet;

Thence continuing across the right-of-way for Lake Louise Marie Rd. in a Southerly direction at a bearing of 189°35'52.42", 99.7 Feet;

- Bearing 134°1'15.24", 30.4 Feet;

- Bearing 136°14'45.19", 30.4 Feet;
- Bearing 138°28'17.15", 30.4 Feet;
- Bearing 140°22'53.76", 42.54 Feet;
- Bearing 140°22'53.47", 74.01 Feet;
- Bearing 140°9'21.39", 13.38 Feet;
- Bearing 140°9'28.57", 88.9 Feet;
- Bearing 140°9'24.21", 89.17 Feet;
- Bearing 140°9'2.23", 9.5 Feet;
- Bearing 137°51'47.45", 80.42 Feet;
- Bearing 137°51'46.12", 91.76 Feet;
- Bearing 137°51'51.41", 13.81 Feet;
- Bearing 147°17'29.06", 77.69 Feet;
- Bearing 147°17'31.2", 73.72 Feet;
- Bearing 152°38'9.91", 23.17 Feet;
- Bearing 152°38'15.16", 86.78 Feet;
- Bearing 152°38'8.01", 40.08 Feet;

Thence continuing across the right-of-way for Lake Louise Marie Rd. in a Southwesterly direction at a bearing of 121°16'55.61", 131.52 Feet;

- Bearing 136°5'50.12", 168.2 Feet;
- Bearing 136°5'51.29", 65 Feet;
- Bearing 136°5'49.29", 28.78 Feet;
- Bearing 136°5'41.07", 36.22 Feet;
- Bearing 136°5'50.52", 65 Feet;
- Bearing 136°5'53.78", 41.54 Feet;
- Bearing 136°5'54.37", 26.03 Feet;
- Bearing 136°5'50.77", 65.36 Feet;
- Bearing 137°54'35.29", 49.13 Feet;
- Bearing 135°5'46.33", 16.03 Feet;
- Bearing 135°5'51.15", 38.97 Feet;
- Bearing 133°1'30.09", 45.75 Feet;
- Bearing 133°1'32.44", 149.97 Feet;
- Bearing 128°56'50.87", 60 Feet;

Thence continuing across the right-of-way for Lake Louise Marie Rd. in a Southerly direction at a bearing of 189°16'44.63", 90.59 Feet;

- Bearing 135°12'48.29", 44.22 Feet;
- Bearing 135°12'45.24", 13.13 Feet;
- Bearing 135°12'53.29", 46.97 Feet;
- Bearing 135°12'45.11", 26.14 Feet;
- Bearing 135°5'35.97", 34.04 Feet;
- Bearing 135°5'38.03", 39.07 Feet;
- Bearing 134°6'42.25", 21.04 Feet;

- Bearing 134°6'40.25", 52 Feet;
- Bearing 134°6'33.82", 8 Feet;
- Bearing 134°6'32.81", 60.04 Feet;
- Bearing 134°6'33.67", 5 Feet;
- Bearing 134°6'39.99", 55 Feet;
- Bearing 134°6'44.21", 18 Feet;
- Bearing 134°6'33.57", 42 Feet;
- Bearing 134°6'28.7", 25.02 Feet;
- Bearing 131°58'38.76", 6 Feet;
- Bearing 131°58'44.13", 29 Feet;
- Bearing 131°58'30.76", 44.01 Feet;
- Bearing 131°58'35.59", 15.99 Feet;
- Bearing 131°58'34.26", 57.01 Feet;
- Bearing 131°58'33.59", 2.99 Feet;
- Bearing 131°58'37.58", 60 Feet;
- Bearing 131°58'28.73", 10.01 Feet;
- Bearing 131°58'32.85", 74.99 Feet;
- Bearing 136°46'54.04", 4.19 Feet;
- Bearing 146°22'55.81", 4.19 Feet;

Thence continuing across the right-of-way for Straight Path in a Southeasterly at a bearing of 131°40'57.39", 76.03 Feet;

- Bearing 139°14'2.07", 122.04 Feet;
- Bearing 139°14'4.19", 7.5 Feet;
- Bearing 40°10'23.95", 31.78 Feet;
- Bearing 129°51'41.83", 320.56 Feet;
- Bearing 130°35'4.07", 237.8 Feet;
- Bearing 129°27'47.46", 67.54 Feet;
- Bearing 129°27'48.01", 133.6 Feet;
- Bearing 132°11'12.79", 13.72 Feet;
- Bearing 137°37'47.4", 13.72 Feet;
- Bearing 143°4'31.1", 13.72 Feet;
- Bearing 148°31'7.24", 13.72 Feet;
- Bearing 153°57'49.15", 13.72 Feet;
- Bearing 159°24'32.41", 13.72 Feet;
- Bearing 164°51'14.31", 13.72 Feet;
- Bearing 170°17'51.4", 13.72 Feet;
- Bearing 175°44'33.39", 13.72 Feet;
- Bearing 181°11'11.09", 13.72 Feet;
- Bearing 185°55'20.48", 10.14 Feet;
- Bearing 189°58'8.79", 10.28 Feet;
- Bearing 194°24'52.39", 12.12 Feet;
- Bearing 199°13'31.3", 12.12 Feet;

- Bearing 204°2'7.36", 12.12 Feet;
- Bearing 206°27'12.49", 97.42 Feet;
- Bearing 206°25'38.36", 114.44 Feet;
- Bearing 207°40'24.95", 21.24 Feet;
- Bearing 210°4'51.88", 21.24 Feet;
- Bearing 212°22'58.17", 19.64 Feet;
- Bearing 214°37'27.63", 19.64 Feet;
- Bearing 216°51'51.65", 19.64 Feet;
- Bearing 218°28'30.26", 8.98 Feet;
- Bearing 219°23'7.95", 5.97 Feet;
- Bearing 221°10'26.03", 27.49 Feet;

Thence continuing across the right-of-way for Wolf Lake Rd.in a Southeasterly direction at a bearing of 147°13'16.32", 71.05 Feet;

- Bearing 142°39'30.14", 115.61 Feet;
- Bearing 142°39'34.8", 84.93 Feet;
- Bearing 142°39'24.43", 84.1 Feet;
- Bearing 142°39'32.29", 83.83 Feet;
- Bearing 142°39'29.62", 66.75 Feet;
- Bearing 210°58'1.36", 58.81 Feet;
- Bearing 210°58'27", 104.05 Feet;
- Bearing 210°58'15.87", 55.51 Feet;
- Bearing 210°58'18.01", 134.87 Feet;
- Bearing 210°58'12.52", 9.09 Feet;
- Bearing 210°58'17.72", 133.36 Feet;
- Bearing 210°58'14.04", 53.01 Feet;
- Bearing 210°58'17.75", 57.16 Feet;
- Bearing 210°58'17.01", 89.1 Feet;
- Bearing 210°58'17.44", 1113.35 Feet;
- Bearing 327°43'45.58", 104.12 Feet;
- Bearing 327°43'46.04", 629.01 Feet;
- Bearing 237°36'8.97", 36.39 Feet;
- Bearing 237°36'11.9", 90.51 Feet;
- Bearing 238°15'19.02", 664.32 Feet;
- Bearing 238°3'8.03", 161.37 Feet;
- Bearing 238°3'7.87", 167.35 Feet;
- Bearing 238°3'6.93", 185.39 Feet;
- Bearing 328°3'7.6", 110 Feet;
- Bearing 328°3'4.25", 99.55 Feet;
- Bearing 328°3'12.51", 10.9 Feet;
- Bearing 328°3'7.86", 100 Feet;

Thence continuing across the right-of-way for Wolf Lake Rd. in a Northwesterly direction at a bearing of 303°38'6.74", 65 Feet;

- Bearing 213°38'7.92", 25.05 Feet;
- Bearing 211°26'7.63", 71.45 Feet;
- Bearing 209°38'24.09", 42.72 Feet;
- Bearing 208°17'40.94", 42.72 Feet;
- Bearing 206°16'31", 81.38 Feet;
- Bearing 206°14'6.49", 4.05 Feet;

Thence continuing across the right-of-way for Lake Shore Dr. in a Southwesterly direction at a bearing of 192°58'9.11", 60.59 Feet;

- Bearing 191°41'10.41", 2.02 Feet;
- Bearing 201°31'3.78", 2.02 Feet;
- Bearing 205°51'59.67", 61.41 Feet;
- Bearing 204°44'0.34", 61.41 Feet;
- Bearing 200°6'4.97", 60.49 Feet;
- Bearing 199°0'5.97", 60.49 Feet;
- Bearing 197°54'5.6", 60.49 Feet;
- Bearing 196°48'5.56", 60.49 Feet;
- Bearing 242°1'15.55", 134.41 Feet;
- Bearing 241°24'57.04", 145.73 Feet;
- Bearing 151°5'42.14", 156.31 Feet;
- Bearing 233°28'55.66", 0.66 Feet;
- Bearing 235°28'34.27", 36.91 Feet;
- Bearing 231°32'12.97", 263.19 Feet;
- Bearing 224°14'17.13", 104.12 Feet;

Thence continuing across the right-of-way of Unnamed Rd. in a Southwesterly direction at a bearing of 221°39'49.13", 53.2 Feet;

- Bearing 223°49'58.66", 71.05 Feet;
- Bearing 57°26'6.64", 53.17 Feet;

Thence continuing across the right-of-way of Old Sackett Rd. Northeasterly direction at a bearing of 27°6'39.43", 69.75 Feet;

- Bearing 327°19'34.97", 90.02 Feet;
- Bearing 327°19'21.4", 5 Feet;
- Bearing 327°19'25.82", 89.28 Feet;
- Bearing 327°19'27.38", 84.72 Feet;
- Bearing 326°45'15.33", 41.35 Feet;
- Bearing 325°40'47.8", 45 Feet;
- Bearing 324°12'1.66", 45 Feet;
- Bearing 323°5'34.69", 41.31 Feet;

- Bearing 224°18'51.34", 61.06 Feet;
- Bearing 198°24'24.95", 157.21 Feet;
- Bearing 288°24'25.48", 90 Feet;
- Bearing 18°24'24.08", 214.97 Feet;
- Bearing 17°34'11.99", 71.41 Feet;
- Bearing 318°20'48", 39.27 Feet;
- Bearing 316°57'53.99", 39.28 Feet;
- Bearing 316°9'1.72", 7.5 Feet;
- Bearing 314°59'28.73", 97.95 Feet;
- Bearing 313°18'31.88", 7.5 Feet;
- Bearing 312°36'46.57", 52.41 Feet;
- Bearing 311°22'34.35", 52.41 Feet;
- Bearing 315°11'57.15", 3.47 Feet;
- Bearing 325°8'53.68", 3.47 Feet;
- Bearing 308°34'4.96", 79.28 Feet;
- Bearing 303°40'4.18", 3.28 Feet;
- Bearing 307°24'53.37", 49.16 Feet;
- Bearing 305°59'59.27", 49.16 Feet;
- Bearing 304°31'21.77", 59.9 Feet;
- Bearing 303°56'52.46", 26.04 Feet;
- Bearing 302°0'11.67", 26.04 Feet;
- Bearing 302°15'24.56", 80.8 Feet;
- Bearing 302°15'25.3", 134.53 Feet;
- Bearing 302°15'25.1", 104.43 Feet;
- Bearing 302°15'35.7", 7.5 Feet;
- Bearing 302°15'30.89", 7.5 Feet;
- Bearing 301°52'48.81", 55.36 Feet;
- Bearing 302°38'0.14", 55.36 Feet;
- Bearing 302°15'24.66", 115.05 Feet;
- Bearing 302°15'21.92", 7.96 Feet;
- Bearing 303°17'49.47", 7.48 Feet;

Thence continuing across the right-of-way of Old Sackett Rd. in a Southwesterly at a bearing of 202°19'52.1", 62.67 Feet;

- Bearing 197°33'58.53", 108.3 Feet;
- Bearing 197°37'59.77", 110.73 Feet;
- Bearing 197°37'57.6", 102 Feet;
- Bearing 197°37'57.72", 106.77 Feet;
- Bearing 197°37'59.42", 127.34 Feet;
- Bearing 197°37'58.18", 140.61 Feet;
- Bearing 197°38'0.29", 42.54 Feet;
- Bearing 197°39'37.8", 0.71 Feet;
- Bearing 197°37'59.72", 16.02 Feet;

- Bearing 108°24'19.61", 79.59 Feet;
- Bearing 108°24'20.01", 33.98 Feet;
- Bearing 108°24'23.06", 126.2 Feet;
- Bearing 108°24'26.45", 122.33 Feet;
- Bearing 108°24'22.22", 102.87 Feet;
- Bearing 108°24'26.73", 100 Feet;
- Bearing 108°24'20.96", 100 Feet;
- Bearing 108°24'20.96", 100 Feet;
- Bearing 108°24'24.81", 100 Feet;
- Bearing 108°24'22.24", 100 Feet;
- Bearing 108°24'22.88", 100 Feet;
- Bearing 108°24'27.38", 100 Feet;
- Bearing 108°24'22.24", 100 Feet;
- Bearing 108°24'22.54", 141.73 Feet;
- Bearing 108°24'22.54", 118.53 Feet;
- Bearing 281°28'29.71", 14.86 Feet;
- Bearing 281°28'32.08", 153.79 Feet;
- Bearing 286°26'23.43", 59.79 Feet;
- Bearing 286°26'27.69", 19.24 Feet;
- Bearing 292°42'33.83", 123 Feet;

Thence continuing across the right-of-way of Emerald Pl. in a Northwesterly direction at a bearing of 286°13'56.39", 136.36 Feet;

- Bearing 304°0'1.01", 147.54 Feet;
- Bearing 298°17'12.68", 13.56 Feet;
- Bearing 298°17'19.33", 6.44 Feet;

Thence continuing across the right-of-way of Rock Hill Dr. in a Southeasterly direction at a bearing of 221°10'3.85", 56.88 Feet;

- Bearing 207°31'6.63", 67.7 Feet;
- Bearing 295°38'22.77", 302.11 Feet;
- Bearing 209°5'47.49", 0.39 Feet;
- Bearing 295°43'43", 142.78 Feet;
- Bearing 294°1'3.11", 348.46 Feet;
- Bearing 292°22'50.25", 154.55 Feet;
- Bearing 206°24'54.59", 31.91 Feet;
- Bearing 292°40'15.69", 127.95 Feet;
- Bearing 20°19'25.15", 43.03 Feet;
- Bearing 303°23'15.1", 117.99 Feet;
- Bearing 303°38'32.26", 128.23 Feet;
- Bearing 304°19'49.13", 147.88 Feet;
- Bearing 302°41'42.03", 350.92 Feet;
- Bearing 297°48'24.33", 114.1 Feet;

- Bearing 297°35'52.53", 93.45 Feet;
- Bearing 291°41'3.6", 96.54 Feet;

Thence continuing across the right-of-way of Katrina Falls Rd. in a Northwesterly at a bearing of 310°22'31.77", 47.33 Feet;

- Bearing 292°49'40.89", 92 Feet;
- Bearing 299°23'34.47", 84.44 Feet;
- Bearing 296°21'55.73", 193.81 Feet;

Thence continuing across the right-of-way of the ramp to Route 17 in a Northwesterly direction at a bearing of 308°1'48.82", 164.32 Feet;

- Bearing 285°51'54.7", 109.85 Feet;
- Bearing 285°51'54.11", 19.15 Feet;
- Bearing 305°49'47", 155 Feet;
- Bearing 27°3'17.27", 102.05 Feet;
- Bearing 121°54'45.35", 33.05 Feet;
- Bearing 32°41'18.03", 129.58 Feet;

Thence continuing across the right-of-way of Rock Hill Dr. in a Northeasterly direction at a bearing of 27°7'34.57", 62.43 Feet;

- Bearing 30°21'39.23", 199.74 Feet;
- Bearing 33°11'11.24", 50.8 Feet;
- Bearing 20°24'5.95", 33.4 Feet;
- Bearing 137°12'7.28", 397.4 Feet;
- Bearing 92°57'5.74", 153.77 Feet;

Thence continuing across the right-of-way of Glen Wild Rd. in an Easterly direction at a bearing of 100°52'7.49", 33.77 Feet;

- Bearing 359°37'10", 33.64 Feet;
- Bearing 359°36'50.7", 128.45 Feet;
- Bearing 9°19'16.48", 83.79 Feet;
- Bearing 349°24'53.4", 80.49 Feet;
- Bearing 90°57'10.81", 385.46 Feet;
- Bearing 178°57'25.77", 488.59 Feet;
- Bearing 188°58'39.27", 53.12 Feet;
- Bearing 92°53'56.27", 182.72 Feet;
- Bearing 93°6'0.55", 120.43 Feet;
- Bearing 93°6'1.86", 33.93 Feet;
- Bearing 16°11'24.57", 79.45 Feet;
- Bearing 16°11'24.11", 281.98 Feet;
- Bearing 16°11'25.83", 414.8 Feet;
- Bearing 95°30'26.32", 10.95 Feet;
- Bearing 95°30'40.13", 99.99 Feet;

- Bearing 95°30'36.99", 113.54 Feet;
- Bearing 95°30'38.49", 313.97 Feet;
- Bearing 27°6'12.68", 773.37 Feet;
- Bearing 123°43'42.5", 112.95 Feet;
- Bearing 123°52'22.88", 545.08 Feet;
- Bearing 85°43'39.97", 845.36 Feet;
- Bearing 162°29'24.62", 106.57 Feet;
- Bearing 159°22'53.1", 88.23 Feet;
- Bearing 146°9'29.41", 24.8 Feet;
- Bearing 146°9'34.83", 74.39 Feet;
- Bearing 140°21'22.3", 195.1 Feet;
- Bearing 133°41'49.41", 83.41 Feet;
- Bearing 130°41'36.5", 2.63 Feet;
- Bearing 127°39'41.36", 124.48 Feet;
- Bearing 127°39'39.14", 5.55 Feet;
- Bearing 121°21'22.23", 15.42 Feet;
- Bearing 121°21'16.09", 44.31 Feet;
- Bearing 121°21'18.05", 54.27 Feet;
- Bearing 112°37'33.05", 89.45 Feet;
- Bearing 104°59'33.3", 111.79 Feet;
- Bearing 115°35'47.13", 56.87 Feet;
- Bearing 127°31'41.92", 36.85 Feet;
- Bearing 130°17'29.98", 0.64 Feet;

Thence continuing across the right-of-way of Adams Rd. in an Easterly direction at a bearing of 95°1'31.78", 74.93 Feet;

- Bearing 95°1'41.24", 47.93 Feet;
- Bearing 186°34'59.25", 50.45 Feet;

Thence continuing across the right-of-way of Adams Rd. in a Southerly direction at a bearing of 186°35'2", 62.82 Feet;

- Bearing 186°34'59.68", 806.42 Feet;
- Bearing 184°5'9.14", 382.73 Feet;
- Bearing 253°3'22.52", 142.26 Feet;
- Bearing 267°13'12.86", 119.74 Feet;
- Bearing 279°38'5.62", 82 Feet;
- Bearing 198°11'29.42", 293.8 Feet;
- Bearing 254°41'45.61", 1.25 Feet;
- Bearing 254°30'54.7", 122.19 Feet;
- Bearing 253°50'5.33", 122.19 Feet;
- Bearing 253°9'15.54", 122.19 Feet;
- Bearing 255°53'2.07", 144.23 Feet;
- Bearing 255°16'0.36", 144.23 Feet;

- Bearing 266°27'29.03", 103.97 Feet;
- Bearing 250°0'50.4", 9.99 Feet;
- Bearing 250°1'0.82", 76.81 Feet;
- Bearing 267°33'0.62", 156.39 Feet;
- Bearing 267°33'6.86", 31.63 Feet;

To the starting point originally listed.

AI
#3

**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 APRIL 20, 2021**

**A JOINT RESOLUTION BY THE TOWN BOARD OF THE TOWN OF THOMPSON
ON BEHALF OF THE ANAWANA SEWER DISTRICT, KIAMESHA LAKE SEWER
DISTRICT, HARRIS WOODS SEWER DISTRICT AND THE LAKEVIEW ESTATES
SEWER DISTRICT TO ENDORSE A PROPOSED JOINT CONSOLIDATION
PROCEEDING PURSUANT TO GENERAL MUNICIPAL LAW ARTICLE 17-A, §751.**

WHEREAS, the Town Board of the Town of Thompson, acting on behalf of the Anawana Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Estates Sewer District desire to consolidate these four (4) districts into one consolidated district pursuant to Article 17A of the General Municipal Law; and

WHEREAS, a map, plan and report for the consolidation and rate restructure for the Consolidated Kiamesha Sewer District was prepared by Delaware Engineering, D.P.C. dated January, 2021 and reviewed and accepted by the Town Board on February 2, 2021; and

WHEREAS, the Town Board desires to have a Joint Consolidation Agreement prepared in order to commence said consolidation proceedings pursuant to General Municipal Law §752(1); and

WHEREAS, the Town Board, on behalf of the Anawana Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Estates Sewer District believes it is in the public's interest to consolidate these districts.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Thompson, Sullivan County, New York, makes the following determinations:

- 1) That the Town Board does hereby direct that the Town Attorney prepare a Joint Consolidation Agreement on behalf of the Anawana Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Estates Sewer District for the purpose of commencing consolidation proceedings pursuant to General Municipal Law §17-A

Moved by
Seconded by

Adopted the 20th day of April, 2021.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [] No []
Councilman SCOTT MACE	Yes [] No []
Councilman JOHN A. PAVESE	Yes [] No []
Councilperson MELINDA S. MEDDAUGH	Yes [] No []
Councilman RYAN T. SCHOCK	Yes [] No []

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution annexed hereto to authorize the preparation of a Joint Consolidation Agreement was adopted by said Town Board on April 20, 2021, 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 _____, 2021.

Marilee J. Calhoun, Town Clerk

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

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the Minutes of the Meeting of the Town Board of said Town, including the Resolution contained therein, held on the 20th day of April, 2021, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that all Members of said Board had due notice of said Meeting.

I FURTHER CERTIFY that, pursuant to Section 99 of the Public Officers Law (Open Meetings Law), said Meeting was open to the general public.

I FURTHER CERTIFY that PRIOR to the time of said Meeting, I duly caused a Public Notice of the time and place of said Meeting to be given to the following newspapers and/or news media as follows:

Newspaper and/or other news media

Date Given

Sullivan County Democrat
WSUL Radio
WVOS Radio

I FURTHER CERTIFY that PRIOR to the time of said Meeting, I duly caused Public Notice of the time and place of said Meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of posted Notice

Date of Posting

Town Hall
Village Hall
Sullivan County Courthouse

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this ____ day of April, 2021.

TOWN CLERK

(CORPORATE SEAL)

**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 APRIL 20, 2021**

A JOINT RESOLUTION BY THE TOWN BOARD OF THE TOWN OF THOMPSON ON BEHALF OF THE ANAWANA SEWER DISTRICT, KIAMESHA LAKE SEWER DISTRICT, HARRIS WOODS SEWER DISTRICT AND LAKEVIEW ESTATES SEWER DISTRICT TO ENDORSE A PROPOSED JOINT CONSOLIDATION AGREEMENT FOR THE CONSOLIDATION OF THE ANAWANA SEWER DISTRICT, KIAMESHA LAKE SEWER DISTRICT, HARRIS WOODS SEWER DISTRICT AND LAKEVIEW ESTATES SEWER DISTRICT INTO THE CONSOLIDATED KIAMESHA SEWER DISTRICT.

WHEREAS, the Town Board of the Town of Thompson has previously accepted a map, plan and report created by Delaware Engineering, D.P.C. for the consolidation and rate restructuring for the Consolidated Kiamesha Sewer District; and

WHEREAS, the Town Board of the Town of Thompson has previously directed the preparation of a Joint Consolidation Agreement and descriptive summary for the consolidation of the Anawana Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Sewer District into the Consolidated Kiamesha Sewer District; and

WHEREAS, the Town Board of the Town of Thompson has received and reviewed the proposed Joint Consolidation Agreement for the consolidation of the Anawana Sewer District, the Kiamesha Lake Sewer District, the Harris Woods Sewer District and the Lakeview Estates Sewer District, prepared pursuant to General Municipal Law §752; and

WHEREAS, the Town Board of the Town of Thompson desires to commence consolidation proceedings pursuant to General Municipal Law Article 17-A and §751 upon receipt of the Joint Consolidation Agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Thompson, on behalf of the Anawana Sewer District, the Kiamesha Lake Sewer District, the Harris Woods Sewer District and the Lakeview Estates Sewer District acknowledges receipt of the Joint Consolidation Agreement for the Consolidated Kiamesha Sewer District, as well as the descriptive summary of the Joint Consolidation Agreement, and it is further

RESOLVED, that the Town Board of the Town of Thompson on behalf of the Anawana Sewer District, the Kiamesha Lake Sewer District, the Harris Woods Sewer District and the Lakeview Estates Sewer District endorses the proposed Joint Consolidation Agreement and descriptive summary, and it is further

RESOLVED, that the Town Board of the Town of Thompson hereby directs the Town Clerk, no later than five (5) business days after this Resolution, to cause a copy of the proposed

Joint Consolidation Agreement, together with a descriptive summary thereof be posted in the Town Hall and published on the Town's Website so that it is accessible to the public for inspection, and it is further

RESOLVED, that the Town Board of the Town of Thompson directs the Town Clerk to publish the descriptive summary of the proposed Joint Consolidation Agreement with reference to the posting areas and Website access in a newspaper having general circulation within the Town of Thompson at least one (1) time per week for four (4) consecutive weeks, and it is further

RESOLVED, that the Town Board of the Town of Thompson shall conduct a Joint Public Hearing on behalf of the Anawana Sewer District, the Kiamesha Lake Sewer District, the Harris Woods Sewer District and the Lakeview Estates Sewer District at a Meeting of the Town Board of the Town of Thompson, located at Town Hall, 4052 Route 42, Monticello, New York, in said Town on June 1, 2021 at 7:00 p.m., Prevailing Time to consider the Joint Consolidation Agreement and to hear all persons interested in the subject thereof concerning the same and to take such action as is required by law.

Moved by
Seconded by

Adopted the 20th day of April, 2021.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [] No []
Councilman SCOTT MACE	Yes [] No []
Councilman JOHN A. PAVESE	Yes [] No []
Councilperson MELINDA S. MEDDAUGH	Yes [] No []
Councilman RYAN T. SCHOCK	Yes [] No []

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution annexed hereto to authorize the endorsement of a Joint Consolidation Agreement and scheduling of Public Hearing was adopted by said Town Board on April 20, 2021, 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 _____, 2021.

Marilee J. Calhoun, Town Clerk

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

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the Minutes of the Meeting of the Town
Board of said Town, including the Resolution contained therein, held on the 20th day of April,
2021, with the original thereof on file in my office, and that the same is a true and correct
transcript therefrom and of the whole of said original so far as the same related to the subject
matters therein referred to.

I FURTHER CERTIFY that all Members of said Board had due notice of said Meeting.

I FURTHER CERTIFY that, pursuant to Section 99 of the Public Officers Law (Open
Meetings Law), said Meeting was open to the general public.

I FURTHER CERTIFY that PRIOR to the time of said Meeting, I duly caused a Public
Notice of the time and place of said Meeting to be given to the following newspapers and/or
news media as follows:

Newspaper and/or other news media	Date Given
Sullivan County Democrat	
WSUL Radio	
WVOS Radio	

I FURTHER CERTIFY that PRIOR to the time of said Meeting, I duly caused Public
Notice of the time and place of said Meeting to be conspicuously posted in the following
designated public location(s) on the following dates:

Designated Location(s) of posted Notice	Date of Posting
Town Hall	
Village Hall	
Sullivan County Courthouse	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said
Town this _____ day of April, 2021.

TOWN CLERK

(CORPORATE SEAL)

**JOINT CONSOLIDATION AGREEMENT
FOR THE CONSOLIDATION AND RATE RESTRUCTURING OF THE ANAWANA
SEWER DISTRICT, KIAMESHA LAKE SEWER DISTRICT, HARRIS WOODS
SEWER DISTRICT AND LAKEVIEW ESTATES SEWER DISTRICT INTO THE
CONSOLIDATED KIAMESHA SEWER DISTRICT**

This Agreement, made and entered into this ____ day of _____, 2021, by and between the **ANAWANA SEWER DISTRICT**, established pursuant to Town Law of the State of New York and overseen by the Town Board of the Town of Thompson; the **KIAMESHA LAKE SEWER DISTRICT**, established pursuant to Town Law of the State of New York and overseen by the Town Board of the Town of Thompson; the **HARRIS WOODS SEWER DISTRICT**, established pursuant to Town Law of the State of New York and overseen by the Town Board of the Town of Thompson, and; the **LAKEVIEW ESTATES SEWER DISTRICT**, established pursuant to Town Law of the State of New York and overseen by the Town Board of the Town of Thompson for the consolidation of each of the aforementioned sewer districts into one (1) consolidated district.

The name of the proposed consolidated sewer district shall be the *Consolidated Kiamesha Sewer District*.

These currently existing Sewer Districts are “special districts” as that term is defined in Articles 12 and 12-A of the New York State Town Law and were created pursuant to Town Law to provide sewer services to the defined areas by collecting wastewater via Town owned sewer lines, which include both gravity and force mains with pump stations which deliver the wastewater to one of the five Town owned wastewater treatment plans (WWTP’s). The consolidation of these four (4) Sewer Districts into one (1) District will allow for a single budget for these Districts for the daily operation, maintenance, repairs and capital improvements to be shared equally amongst the users, resulting in a fairer assessment to all users and cost savings to most within the Consolidated Kiamesha Sewer District. All these current districts share services in that they convey their wastewater to the Kiamesha Lake Waste Water Treatment Plant (“WWTP”).

A map, plan and report prepared by Delaware Engineering, D.P.C., dated January, 2021, is attached to this Joint Consolidation Agreement and made a part hereof. Therein, the territorial boundaries of this Consolidated Kiamesha Sewer District are included and made a part hereof, with specific reference to Appendix “E”.

Upon acceptance of this Joint Consolidated Agreement, the aforementioned four (4) Sewer Districts shall be consolidated into the Consolidated Kiamesha Sewer District and said Consolidated Kiamesha Sewer District shall continue to be overseen by the Town Board of the Town of Thompson in the same manner as the Districts were previously overseen.

The Effective Date for the consolidation shall be July 1, 2021.

A detailed Explanation of Cost savings to be realized, the assets of each entity, and each entities liabilities and indebtedness, terms for disposition of said assets, liabilities and indebtedness by the consolidation are included and specifically spelled out in the attached map, plan and report, Sections 8, 8.1, 8.2, 8.3, 8.4, 8.5, 8.5.1, 8.5.2 and 8.5.3 and are incorporated by

reference into this Joint Consolidation Agreement. As is noted in the map, plan and report, the annual cost to the average residential property owner in the new Consolidated Kiamesha Sewer District will be approximately *Five Hundred Thirty-Six and 40/100 (\$536.40) Dollars* per user, which is a savings of *One Hundred Fifteen and 00/100 (\$115.00) Dollars* per Lakeview Estates Sewer District user; *One Thousand Sixty-Three and 61/100 (\$1,063.61) Dollars* per Harris Woods Sewer District User; an increase of *Twenty-Four and 08/100 (\$24.08) Dollars* per Kiamesha Lake Sewer District user, and; an increase of *One Hundred Thirty-Three and 07/100 (\$133.07) Dollars* per Anawana Sewer District user. Currently, the Kiamesha Lake Sewer District and Harris Woods Sewer District have debt in the aggregate amount of *Six Million Two Hundred Ninety-Eight Thousand Two Hundred Sixty-Seven and 00/100 (\$6,298,267.00) Dollars* for the purpose of upgrade construction, line replacement and district extension. The repayment of these bonds will be shared by all users in the Consolidated Kiamesha Sewer District as all of these individual districts ultimately convey their wastewater to the Kiamesha Lake Waste Water Treatment Plant.

The terms for the common administration and uniform enforcement of Local Laws and the like within the proposed consolidated local government entity are those rules and regulations promulgated by the Town of Thompson and enforced by the Town of Thompson Water & Sewer Commissioner consistent with General Municipal Law §769. All Local Laws, ordinances, rules or regulations currently in effect for the component special districts on the effective date of the consolidation shall remain in full force and effect until repealed or amended.

The determination of future rates for the Consolidated Kiamesha Sewer District shall be based on the consolidated budget for all four (4) Districts and shall continue to be based on a Schedule of Points. Any subsequent change to the Point Schedule shall comply with the Town of Thompson Town Code and changes thereto shall be by Local Law. The collection of the Sewer Rents after creation of the Consolidated Kiamesha Sewer District shall be included on the yearly Town/County tax bills, as a separate line item.

The Town Board of the Town of Thompson shall conduct a Joint Public Hearing pursuant to General Municipal Law §754 on behalf of the Anawana Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Estates Sewer District at a Meeting of the Town Board of the Town of Thompson, located at 4052 Route 42, Monticello, New York 12701, in said Town on June 1, 2021 at 7:00 P.M., Prevailing Time, to consider the Joint Consolidation Agreement and to hear all persons interested in the subject thereof concerning the same and to take such action as is required by law.

This Agreement, along with the attached map, plan and report, shall constitute the Joint Consolidation Agreement for the Consolidated Kiamesha Sewer District.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly signed and executed as of the day and year first written above.

ANAWANA SEWER DISTRICT

By: _____
WILLIAM J. RIEBER, JR.
Supervisor, Town of Thompson

HARRIS WOODS SEWER DISTRICT

By: _____
WILLIAM J. RIEBER, JR.
Supervisor, Town of Thompson

KIAMESHA LAKE SEWER DISTRICT

By: _____
WILLIAM J. RIEBER, JR.
Supervisor, Town of Thompson

**LAKEVIEW ESTATES SEWER
DISTRICT**

By: _____
WILLIAM J. RIEBER, JR.
Supervisor, Town of Thompson

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

On _____, 2021, before me, the undersigned, 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 the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

**TOWN OF THOMPSON
NOTICE OF PUBLIC HEARING**

**ON THE PROPOSED JOINT CONSOLIDATION AGREEMENT BETWEEN THE
ANAWANA SEWER DISTRICT, KIAMESHA LAKE SEWER DISTRICT, HARRIS
WOODS SEWER DISTRICT AND LAKEVIEW ESTATES SEWER DISTRICT
REGARDING THE CONSOLIDATION INTO A SINGLE, JOINT CONSOLIDATED
SEWER DISTRICT**

NOTICE IS HEREBY GIVEN, by the Town of Thompson Town Board, on behalf of the Anawana Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Estates Sewer District (as more particularly described in Schedule "A" annexed hereto) that there will be a Joint Public Hearing at the Town of Thompson Town Hall, located at 4052 Route 42, Monticello, New York 12701, on June 1, 2021 at 7:00 P.M., or as soon thereafter as the matter can be heard, at which time all persons interested will be heard, for the purposes of considering the proposed Joint Consolidation Agreement between the aforementioned Sewer Districts previously established in the Town of Thompson for the establishment into a single Consolidated Sewer District called the Consolidated Kiamesha Sewer District.

The following summary of the Joint Consolidation Agreement has been approved by the Town of Thompson Town Board and is being published pursuant to New York State General Municipal Law Article 17-A, Section 754:

Currently, the Town of Thompson operates eleven (11) Sewer Districts, of which nine (9) of those districts have waste water collected via Town owned sewer lines, including gravity and force mains with pump stations, and delivered to one of the five (5) Town owned Waste Water Treatment Plants ("WWTP"). The Kiamesha Lake Sewer District is one of the largest and contains the Kiamesha Lake WWTP. The Kiamesha Lake WWTP accepts and treats wastewater from the Kiamesha Lake Sewer District, Harris Woods Sewer District, Anawana Sewer District and Lakeview Estates Sewer District, as well as serving the Adaleer Sewer District.

Kiamesha Lake Sewer District has approximately four hundred eight-six (486) sewer accounts, of which three hundred sixty-four (364) connections are residential, eighty-eight (88) are vacant and twenty-one (21) are commercial. The Anawana Sewer District has approximately seventy-four (74) service connections, of which thirty-six (36) are residential, twenty-five (25) are commercial and eleven (11) are vacant. The Lakeview Estates Sewer District is currently under development and when completed, will contain approximately sixty (60) residential service connections. The Harris Woods Sewer District has ninety-eight (98) connections, of which fifty-one (51) are residential and forty-six (46) are vacant.

Currently the Town's sewer infrastructure is disparate and challenging to manage from both an administrative, as well as capital, operations and maintenance perspective. Originally, each created Sewer District had a distinct purpose, but over time the function and finances of each of the Districts has changed. Pursuant to the Infrastructure Master Plan prepared on behalf of the Sewer Districts, it was confirmed that consolidation of the Anawana Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District, and Lakeview Estates Sewer District will simplify the management of wastewater collection and treatment operations and allow for better planning for sewer operation and maintenance upgrades within the area. Since

all of these districts utilize the Kiamesha Lake WWTP for the treatment of collected wastewater and all contribute monetarily for said WWTP operation and maintenance, it is better for said districts to be consolidated into one district. The consolidation of Anawana Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Estates Sewer District would result in the sharing of annual operational and maintenance costs as well as capital costs across a larger user base. Standardization of sewer rents within a Consolidated Sewer District would allow an equitable distribution of costs.

It is expected that the estimated annual cost to the typical single family residential user in the Consolidated Kiamesha Sewer District will be *Five Hundred Thirty-Six and 40/100 (\$536.40) Dollars* per user, which is a reduction of *One Hundred Fifteen and 00/100 (\$115.00) Dollars* to current Lakeview Estates Sewer District users, a reduction of *One Thousand Sixty-Three and 61/100 (\$1,063.61) Dollars* per user for current Harris Woods Sewer District users, a slight increase of *Twenty-Four and 05/100 (\$24.05) Dollars* per user for Kiamesha Lake Sewer District users, and an increase of *One Hundred Thirty-Three and 07/100 (\$133.07) Dollars* per user for current Anawana Sewer District users. Currently, the Kiamesha Lake Sewer District and Harris Woods Sewer District have debt in the aggregate total of *Six Million, Two Hundred Ninety-Eight Thousand Two Hundred Sixty-Seven (\$6,298,267.00) Dollars*, which was utilized for the WWTP upgrade construction, line replacement and district extension. As these debts were incurred for required upgrades to the Kiamesha Lake WWTP, which serves all the proposed consolidated districts, the repayment of these bonds will be shared by all users of the Consolidated Kiamesha Sewer District.

Due to challenges with the administration of the multiple districts over the years and due to the complications of adopting separate budgets for each District, it has been deemed to be desirable and that the Town would benefit from the creation of one (1) unified Consolidated Sewer District, encapsulating all four (4) of the aforementioned Sewer Districts.

The New York State General Municipal Law Article 17-A provides that two (2) or more local government entities may consolidate into a single local government entity if together the consolidated local government entity forms a local governmental entity of a kind or class that is authorized under the Laws of the State of New York. The Town of Thompson has adhered to the provisions of that legislation, including but not limited to the procedures, notifications and agreement content.

The purpose of the existing Sewer Districts was to prevent contamination of water supplies and provide for the health, welfare and safety of the residents of the Town of Thompson.

The name of the consolidated district is Consolidated Kiamesha Sewer District and its functions will be those of the districts it replaces, including:

- a) establish standards for the addition, upgrading and maintenance of sewer infrastructure
- b) approve and oversee construction of new sewer infrastructure by third parties and homeowners

- c) manage contracts to replace and upgrade existing sewer infrastructure
- d) oversee/perform maintenance on existing facilities
- e) monitor the condition of sewer infrastructure
- f) establish priorities and budget estimates for sewer infrastructure improvements
- g) ensure compliance with environmental regulations and permits
- h) develop the district's operating and capital budget

The Consolidated Kiamesha Sewer District will provide wastewater collection and management services to the same geographical areas currently served by the existing Sewer Districts. In addition, all wastewater flows will continue to be transported to the Kiamesha Lake Wastewater Treatment Facility. No changes to sewer service have been made in this process of consolidation. The attached description describes the area served by the existing and consolidated districts.

The Town of Thompson will act as the governing body of the Consolidated Kiamesha Sewer District. The administrative structure of the Consolidated Kiamesha Sewer District will mirror that of the former existing sanitary sewer districts but will be more streamlined and unified. There are no anticipated increases to capital and maintenance costs accrued from the consolidation which would not have otherwise occurred without the consolidation. All regulations and permitting requirements that were formerly the responsibility of the existing districts will become the responsibility of the consolidated sewer district. A copy of this descriptive summary and the proposed Joint Consolidation Agreement can be inspected at the Town of Thompson Town Clerk's Office, located at 4052 Route 42, Monticello, New York 12701 or on the Town's Website (www.townofthompson.com).

Dated: _____, 201

MARILEE J. CALHOUN
Town Clerk
Town of Thompson

APPENDIX E

Consolidated Sewer District Boundary Description

Note: This description was created from the Town of Thompson Tax Parcels 2020 GIS Tax Parcels and is not based on an actual field survey.

Part 1: BEGINNING at the point of intersection between the Southwestern corner of Lot 6.-1-11.7 and the right-of-way of Gibber Rd. and continuing counterclockwise along the following bearings:

- Bearing 13°6'51.11", 55.46 Feet;
- Bearing 14°16'14.19", 55.46 Feet;
- Bearing 8°15'26.79", 91.65 Feet;
- Bearing 8°49'0.66", 91.65 Feet;
- Bearing 9°22'33.72", 91.65 Feet;-
- Bearing 6°55'58.68", 152.3 Feet;
- Bearing 7°15'23.35", 93.32 Feet;
- Bearing 7°32'51.35", 63.77 Feet;

Thence continuing across the Right-of-way for Gibber Rd. at a Bearing of 269°36'38.63", 50.27 Feet;

- Bearing 246°41'15.96", 847.02 Feet;
- Bearing 246°21'4.8", 369.86 Feet;
- Bearing 105°34'8.58", 333.59 Feet;
- Bearing 184°38'35.87", 230.25 Feet;
- Bearing 180°0'0", 85.42 Feet;
- Bearing 187°20'4.01", 637.79 Feet;
- Bearing 187°20'3.42", 329.91 Feet;
- Bearing 186°59'22.18", 1247.07 Feet;
- Bearing 97°32'40.49", 170.69 Feet;
- Bearing 162°5'47.93", 152.86 Feet;
- Bearing 162°5'48.36", 389.28 Feet;

Thence continuing across the Right-of-way for State Route 42 at a Bearing of 163°6'30.96", 51.23 Feet;

- Bearing 58°47'47.67", 65.7 Feet;
- Bearing 59°39'32.52", 80.98 Feet;
- Bearing 60°31'15.95", 80.98 Feet;
- Bearing 61°22'59.2", 80.98 Feet;
- Bearing 62°8'11.62", 75.19 Feet;
- Bearing 62°57'41.63", 75.19 Feet;
- Bearing 59°41'36.67", 51.75 Feet;
- Bearing 60°11'7.19", 51.75 Feet;
- Bearing 60°47'39.38", 75.71 Feet;
- Bearing 61°31'8.78", 75.72 Feet;
- Bearing 62°14'39.04", 75.71 Feet;
- Bearing 62°53'41.62", 70.16 Feet;
- Bearing 61°38'23.26", 75.4 Feet;
- Bearing 62°3'48.22", 75.4 Feet;
- Bearing 62°28'24.4", 91.21 Feet;
- Bearing 62°58'20.21", 91.21 Feet;

- Bearing 63°28'14.22", 91.21 Feet;
- Bearing 63°43'21.36", 32.32 Feet;
- Bearing 63°43'43.72", 11.01 Feet;
- Bearing 65°0'42.59", 33.45 Feet;
- Bearing 64°18'46.87", 84.16 Feet;
- Bearing 63°18'20.49", 84.16 Feet;
- Bearing 62°17'54.67", 84.16 Feet;
- Bearing 61°44'57.36", 20.06 Feet;
- Bearing 61°45'34.36", 4.69 Feet;
- Bearing 61°16'40.54", 52.02 Feet;
- Bearing 60°5'28.62", 50.31 Feet;
- Bearing 58°58'6.17", 50.31 Feet;
- Bearing 57°50'42.92", 50.31 Feet;
- Bearing 56°46'17.08", 55.72 Feet;
- Bearing 55°44'14.59", 55.72 Feet;
- Bearing 56°26'23.94", 2.49 Feet;
- Bearing 54°34'15.91", 37.89 Feet;
- Bearing 187°51'45.21", 76.89 Feet;
- Bearing 187°51'42.82", 81.04 Feet;
- Bearing 187°51'43.37", 62.41 Feet;
- Bearing 187°51'44.95", 56 Feet;
- Bearing 187°51'47.24", 53.87 Feet;
- Bearing 187°51'42.72", 85.27 Feet;
- Bearing 188°0'2.69", 10.01 Feet;
- Bearing 187°43'19.94", 10.01 Feet;
- Bearing 187°43'19.93", 9.24 Feet;
- Bearing 187°43'17", 32.45 Feet;
- Bearing 187°43'15.37", 80.24 Feet;
- Bearing 187°43'20.84", 18.55 Feet;
- Bearing 187°43'15.14", 16.53 Feet;
- Bearing 187°43'37.85", 1.83 Feet;
- Bearing 187°43'17.48", 49.76 Feet;
- Bearing 187°43'13.68", 65.06 Feet;
- Bearing 187°43'13.69", 9.07 Feet;
- Bearing 187°43'15.73", 10 Feet;
- Bearing 187°43'11.56", 3.89 Feet;
- Bearing 187°43'17.13", 48.83 Feet;
- Bearing 187°43'11.45", 28.86 Feet;
- Bearing 187°42'23.21", 716.2 Feet;
- Bearing 100°53'51.6", 243.36 Feet;
- Bearing 186°59'53.36", 371.35 Feet;
- Bearing 186°59'53.26", 198.74 Feet;

Thence continuing across the Right-of-way for Kiamesha Lake Rd. at a Bearing of 203°4'48.21", 58.31 Feet;

- Bearing 176°57'46.27", 0.81 Feet;

- Bearing 176°59'21.36", 25 Feet;
- Bearing 178°30'4.63", 110.68 Feet;
- Bearing 178°30'4.19", 323.52 Feet;
- Bearing 175°16'30.62", 14.36 Feet;
- Bearing 177°26'18.23", 14.36 Feet;
- Bearing 179°13'27.23", 10.32 Feet;
- Bearing 181°16'28.37", 17.33 Feet;
- Bearing 183°52'42.09", 17.33 Feet;
- Bearing 186°28'53.51", 17.33 Feet;
- Bearing 189°22'43.07", 22.34 Feet;
- Bearing 192°42'13.24", 22.34 Feet;
- Bearing 196°1'45.51", 22.34 Feet;
- Bearing 199°21'14.61", 22.34 Feet;
- Bearing 202°40'44.26", 22.34 Feet;
- Bearing 206°0'15.63", 22.34 Feet;
- Bearing 209°19'45.77", 22.34 Feet;
- Bearing 210°59'38.02", 229.99 Feet;
- Bearing 211°2'46.97", 2.81 Feet;
- Bearing 211°11'24.54", 573.74 Feet;
- Bearing 211°7'31.43", 0.52 Feet;
- Bearing 211°9'12.31", 21.04 Feet;
- Bearing 211°25'53.35", 3.25 Feet;
- Bearing 224°39'23.28", 50.96 Feet;
- Bearing 224°39'26.35", 5.9 Feet;
- Bearing 224°39'25.2", 16.78 Feet;
- Bearing 233°35'42.1", 544.58 Feet;
- Bearing 238°2'41.93", 443.71 Feet;
- Bearing 327°19'3.15", 16.46 Feet;
- Bearing 234°2'58.6", 290 Feet;
- Bearing 225°51'46.43", 84.65 Feet;
- Bearing 225°51'36.31", 181.75 Feet;
- Bearing 281°57'28.58", 21.38 Feet;
- Bearing 220°57'45.23", 202.19 Feet;
- Bearing 228°4'40.15", 237 Feet;
- Bearing 214°49'37.46", 54 Feet;
- Bearing 239°3'40.25", 68 Feet;
- Bearing 228°4'37.01", 125 Feet;
- Bearing 242°28'39.5", 234.09 Feet;
- Bearing 242°28'40.11", 37.91 Feet;
- Bearing 260°49'37.87", 411.01 Feet;
- Bearing 272°50'39.22", 290.06 Feet;
- Bearing 219°28'40.92", 6.74 Feet;
- Bearing 268°49'49.91", 59.28 Feet;
- Bearing 268°50'17.73", 5.08 Feet;
- Bearing 268°49'50.25", 58.5 Feet;
- Bearing 270°41'33.22", 240.84 Feet;

- Bearing 287°13'21.9", 59.03 Feet;
- Bearing 264°22'25.33", 88.8 Feet;
- Bearing 264°22'20.99", 48.4 Feet;
- Bearing 264°22'28.04", 23.84 Feet;
- Bearing 264°22'21.6", 35 Feet;
- Bearing 254°43'25.29", 279.78 Feet;
- Bearing 254°43'25.33", 775.21 Feet;
- Bearing 254°48'17.04", 25.01 Feet;
- Bearing 169°14'19.34", 12.27 Feet;
- Bearing 253°29'19.95", 22.3 Feet;
- Bearing 253°29'30.78", 100.47 Feet;
- Bearing 253°29'2.05", 24.91 Feet;
- Bearing 268°26'17.21", 62.59 Feet;
- Bearing 22°59'25.19", 151.82 Feet;
- Bearing 32°17'27.49", 25 Feet;
- Bearing 9°0'25.41", 197.2 Feet;
- Bearing 354°7'19.62", 49.9 Feet;
- Bearing 346°27'55.53", 185.77 Feet;
- Bearing 341°52'29.32", 72.5 Feet;
- Bearing 64°41'46.6", 25.19 Feet;
- Bearing 65°13'50.71", 25.84 Feet;
- Bearing 334°41'31.75", 30 Feet;
- Bearing 61°11'39.53", 16.93 Feet;
- Bearing 338°32'42.92", 33.17 Feet;
- Bearing 336°44'58.88", 33.17 Feet;
- Bearing 334°57'11.95", 33.17 Feet;
- Bearing 333°9'25.79", 33.17 Feet;
- Bearing 331°21'39.6", 33.17 Feet;
- Bearing 330°23'25.16", 328.21 Feet;

Thence continuing across the Right-of-way for State Route 42 at a Bearing of 234°4'41.28", 54.6 Feet;

- Bearing 235°32'20.73", 271 Feet;
- Bearing 340°55'21.53", 82.93 Feet;
- Bearing 291°55'35.16", 2.01 Feet;
- Bearing 291°55'20.57", 290.37 Feet;
- Bearing 168°16'49.66", 58.13 Feet;
- Bearing 168°16'43.57", 8.59 Feet;
- Bearing 162°16'11.43", 79.2 Feet;
- Bearing 150°46'12.78", 54.78 Feet;
- Bearing 133°16'11.78", 47.52 Feet;
- Bearing 134°16'26.21", 38.94 Feet;
- Bearing 144°16'8.3", 48.18 Feet;
- Bearing 159°46'13.71", 39.6 Feet;
- Bearing 134°15'12.56", 29.7 Feet;
- Bearing 147°45'15.39", 36.96 Feet;
- Bearing 135°15'17.73", 25.08 Feet;

- Bearing 123°15'8.28", 52.14 Feet;
- Bearing 188°2'14.65", 141.15 Feet;
- Bearing 188°2'14.61", 38.28 Feet;
- Bearing 188°2'14.55", 384.85 Feet;
- Bearing 188°2'14.42", 57.17 Feet;
- Bearing 188°3'22.48", 0.58 Feet;
- Bearing 188°2'14.99", 42.69 Feet;
- Bearing 81°54'13.18", 5.12 Feet;
- Bearing 81°54'12.92", 103.05 Feet;
- Bearing 81°54'12.83", 112.13 Feet;
- Bearing 171°54'13.89", 292 Feet;

Thence continuing across the Right-of-way for Lanahan Rd. at a Bearing of 112°54'36.97", 86.89 Feet;

- Bearing 208°12'36.84", 240.97 Feet;

Thence continuing across the Right-of-way for State Route 42 at a Bearing of 124°16'9.24", 124.08 Feet;

- Bearing 111°54'57.77", 120.76 Feet;
- Bearing 111°54'57.91", 0.82 Feet;
- Bearing 111°54'14.49", 0.85 Feet;
- Bearing 111°54'56.73", 227.33 Feet;
- Bearing 112°10'13.28", 0.16 Feet;
- Bearing 112°20'26.33", 0.03 Feet;
- Bearing 111°54'56.05", 176.37 Feet;
- Bearing 21°4'45.84", 23.97 Feet;
- Bearing 78°51'49.58", 12.63 Feet;
- Bearing 225°0'0", 0.61 Feet;
- Bearing 78°40'5.67", 101.17 Feet;
- Bearing 78°51'41.66", 59.31 Feet;
- Bearing 78°54'20.85", 62.7 Feet;
- Bearing 86°14'36.79", 0.07 Feet;
- Bearing 41°3'17.28", 0.01 Feet;
- Bearing 46°4'51.33", 0.09 Feet;
- Bearing 47°34'44.92", 0.05 Feet;
- Bearing 216°12'9.32", 0.04 Feet;
- Bearing 111°43'27.11", 0.05 Feet;
- Bearing 112°13'46.63", 0.04 Feet;
- Bearing 111°54'43.69", 9.39 Feet;
- Bearing 111°54'59.67", 64.26 Feet;
- Bearing 111°54'55.16", 80.59 Feet;
- Bearing 111°54'58.55", 13.49 Feet;
- Bearing 111°54'56.24", 133.53 Feet;
- Bearing 112°58'6.65", 4.02 Feet;
- Bearing 111°37'33.65", 7.48 Feet;
- Bearing 111°37'52.72", 7.12 Feet;
- Bearing 10°25'56.48", 513.13 Feet;
- Bearing 6°29'3.37", 27.69 Feet;

- Bearing 6°28'57.37", 288.59 Feet;
- Bearing 75°3'57.55", 28.46 Feet;
- Bearing 75°3'56.95", 194.53 Feet;
- Bearing 176°29'50.27", 381.78 Feet;
- Bearing 99°26'49.83", 160.97 Feet;
- Bearing 99°26'49.69", 216.73 Feet;
- Bearing 40°42'49.28", 184.8 Feet;
- Bearing 38°36'50.49", 96.05 Feet;
- Bearing 38°36'51.09", 51.87 Feet;
- Bearing 38°36'52.26", 21.97 Feet;
- Bearing 38°36'52.34", 90.14 Feet;
- Bearing 27°33'12.65", 112.48 Feet;
- Bearing 25°11'48.09", 3.61 Feet;
- Bearing 108°55'19.51", 37.32 Feet;
- Bearing 205°57'54.02", 200 Feet;
- Bearing 85°53'58.75", 200.13 Feet;
- Bearing 25°57'56.91", 199.73 Feet;
- Bearing 86°13'11.49", 204.03 Feet;
- Bearing 86°5'39.53", 185.63 Feet;
- Bearing 183°39'57.07", 202.81 Feet;
- Bearing 183°31'22.95", 61.1 Feet;
- Bearing 184°48'40.56", 61.1 Feet;
- Bearing 186°5'55.79", 61.1 Feet;
- Bearing 187°23'14.25", 61.1 Feet;
- Bearing 188°40'30.14", 41.92 Feet;

Thence continuing across the Right-of-way for Rock Ridge Dr. at a Bearing of 104°30'45.14", 45.6 Feet;

- Bearing 105°33'12.57", 203.06 Feet;
- Bearing 188°43'17.01", 100.33 Feet;
- Bearing 285°33'9.58", 100.87 Feet;
- Bearing 192°55'15", 80.3 Feet;
- Bearing 101°35'15.83", 563.74 Feet;
- Bearing 188°27'45.79", 85.73 Feet;
- Bearing 188°8'53.04", 235.31 Feet;
- Bearing 280°56'12.29", 353.57 Feet;
- Bearing 280°39'3.51", 315.93 Feet;

Thence continuing across the Right-of-way for Rock Ridge Dr. at a Bearing of 278°58'22.08", 45.26 Feet;

- Bearing 187°12'41.73", 76.97 Feet;
- Bearing 187°53'24.39", 55.58 Feet;

Thence continuing across the Right-of-way for Rock Ridge Dr. at a Bearing of 94°25'25.27", 46.81 Feet;

- Bearing 97°24'28.43", 137.92 Feet;
- Bearing 191°9'3.33", 142.15 Feet;
- Bearing 276°49'10.36", 130.7 Feet;

Thence continuing across the Right-of-way for Rock Ridge Dr. at a Bearing of 273°49'10.42", 47.17 Feet;

- Bearing 187°28'45.55", 730 Feet;
- Bearing 186°32'31.66", 37.21 Feet;

Thence continuing across the Right-of-way for Rock Ridge Dr. at a Bearing of 97°28'43.8", 49.49 Feet;

- Bearing 97°51'36.63", 306.88 Feet;
- Bearing 188°42'36.93", 340.69 Feet;
- Bearing 282°49'19.6", 307.59 Feet;
- Bearing 8°42'5.09", 148.7 Feet;

Thence continuing across the Right-of-way for Rock Ridge Dr. at a Bearing of 278°57'39.17", 47.34 Feet;

- Bearing 281°18'24.84", 260.07 Feet;
- Bearing 281°18'23.75", 22.11 Feet;
- Bearing 281°18'25.05", 178.45 Feet;
- Bearing 188°41'38.08", 160.89 Feet;
- Bearing 100°30'49.02", 159.47 Feet;
- Bearing 100°26'20.9", 22.81 Feet;
- Bearing 100°26'21.43", 66.93 Feet;
- Bearing 100°26'19.23", 22.31 Feet;
- Bearing 100°26'22.15", 15.23 Feet;
- Bearing 100°26'21.23", 16.64 Feet;
- Bearing 100°26'20.34", 148.72 Feet;
- Bearing 195°5'30.61", 110.36 Feet;
- Bearing 195°5'30.71", 157.34 Feet;
- Bearing 200°0'21.26", 62.34 Feet;
- Bearing 199°46'1.93", 32.34 Feet;
- Bearing 200°1'14.48", 43.33 Feet;

Thence continuing across the Right-of-way for Rock Ridge Dr. at a Bearing of 100°26'57.74", 58.48 Feet;

- Bearing 100°9'45.57", 1290.94 Feet;
- Bearing 215°32'15.38", 90.34 Feet;
- Bearing 244°5'45.88", 172.52 Feet;
- Bearing 247°50'39.05", 232.88 Feet;
- Bearing 99°9'35.17", 746.63 Feet;
- Bearing 99°9'35.21", 235.99 Feet;
- Bearing 26°19'0.88", 100.65 Feet;
- Bearing 26°18'57.79", 12.46 Feet;
- Bearing 32°27'32.88", 31.44 Feet;
- Bearing 32°27'31.22", 145.66 Feet;
- Bearing 32°27'31.18", 399.46 Feet;
- Bearing 31°32'34.87", 3.76 Feet;
- Bearing 102°14'26.9", 175.9 Feet;
- Bearing 194°34'9.95", 9.65 Feet;
- Bearing 195°11'49.08", 17.72 Feet;
- Bearing 195°11'44.8", 47.81 Feet;

- Bearing 195°11'38.06", 40.32 Feet;
- Bearing 216°52'12.49", 63.06 Feet;
- Bearing 213°41'24.93", 54.56 Feet;
- Bearing 206°34'0.15", 50.76 Feet;
- Bearing 213°6'35.88", 69.26 Feet;
- Bearing 221°59'15.45", 33.93 Feet;
- Bearing 212°44'1.49", 41.98 Feet;
- Bearing 218°39'37.49", 48.45 Feet;
- Bearing 232°7'43.27", 28.76 Feet;
- Bearing 213°41'10.48", 27.28 Feet;
- Bearing 174°48'22.26", 27.86 Feet;
- Bearing 163°18'0.51", 26.33 Feet;
- Bearing 165°57'51.63", 31.2 Feet;
- Bearing 191°18'37.48", 38.58 Feet;
- Bearing 191°18'34.47", 51.45 Feet;
- Bearing 230°42'43.45", 35.85 Feet;
- Bearing 210°57'46.76", 29.41 Feet;
- Bearing 184°5'6.72", 35.4 Feet;
- Bearing 194°2'19.42", 31.2 Feet;
- Bearing 229°27'37.49", 126.12 Feet;
- Bearing 202°31'59.35", 256.69 Feet;
- Bearing 190°14'4.96", 184.54 Feet;
- Bearing 198°9'9.99", 129.54 Feet;
- Bearing 198°9'14.02", 17.75 Feet;
- Bearing 198°9'10.26", 58.77 Feet;
- Bearing 198°9'11.34", 52.1 Feet;
- Bearing 229°33'49.61", 15.37 Feet;
- Bearing 229°32'50.81", 295.41 Feet;
- Bearing 356°26'17.7", 108.07 Feet;
- Bearing 356°26'19.37", 26.33 Feet;
- Bearing 357°38'37.16", 34.37 Feet;
- Bearing 357°38'35.17", 7.22 Feet;
- Bearing 303°5'23.62", 436.18 Feet;
- Bearing 258°19'23.47", 580.8 Feet;
- Bearing 317°35'23.54", 585.14 Feet;
- Bearing 302°35'23.61", 290.4 Feet;
- Bearing 347°48'23.67", 247 Feet;
- Bearing 309°1'23.4", 95.45 Feet;

Thence continuing across the Right-of-way for Rock Ridge Dr. at a Bearing of 299°37'6.54", 51.85 Feet;

- Bearing 217°49'18.77", 18.78 Feet;
- Bearing 220°41'28.23", 18.78 Feet;
- Bearing 223°33'42.81", 18.78 Feet;
- Bearing 226°25'54.34", 18.78 Feet;
- Bearing 228°0'10.43", 207.69 Feet;
- Bearing 231°44'36.84", 20.17 Feet;

- Bearing 234°17'7.32", 23.3 Feet;
- Bearing 236°49'6.7", 36.8 Feet;
- Bearing 239°1'26.64", 36.8 Feet;
- Bearing 241°13'49.7", 36.8 Feet;
- Bearing 243°26'7.46", 36.8 Feet;
- Bearing 245°38'29.33", 36.8 Feet;
- Bearing 250°5'7.85", 14.67 Feet;
- Bearing 248°7'43.16", 14.67 Feet;
- Bearing 247°43'47.04", 1.01 Feet;
- Bearing 245°51'45.09", 24.56 Feet;
- Bearing 242°49'37.61", 24.56 Feet;
- Bearing 239°47'36.3", 24.56 Feet;
- Bearing 236°45'28.81", 24.56 Feet;
- Bearing 233°43'27.39", 24.56 Feet;
- Bearing 230°41'20.99", 24.56 Feet;
- Bearing 237°52'51.67", 53.29 Feet;
- Bearing 239°27'29.16", 53.29 Feet;
- Bearing 242°41'24.35", 23.74 Feet;
- Bearing 355°52'19.54", 173.74 Feet;
- Bearing 270°53'18.28", 197.06 Feet;
- Bearing 175°52'18.79", 200.87 Feet;
- Bearing 277°9'6.62", 99.61 Feet;
- Bearing 277°19'20.53", 13.07 Feet;
- Bearing 277°10'19.34", 42.99 Feet;
- Bearing 277°31'56.58", 69.97 Feet;
- Bearing 277°55'31.96", 69.97 Feet;
- Bearing 281°48'24.23", 11.57 Feet;
- Bearing 275°49'43.62", 11.57 Feet;
- Bearing 269°51'7.7", 11.57 Feet;
- Bearing 263°52'20.15", 11.57 Feet;
- Bearing 257°53'45.37", 11.57 Feet;
- Bearing 251°55'1.3", 11.57 Feet;
- Bearing 245°56'23.43", 11.57 Feet;
- Bearing 241°50'6.91", 6.71 Feet;
- Bearing 282°8'47.12", 5.64 Feet;
- Bearing 282°8'44.73", 32.98 Feet;
- Bearing 282°8'46.36", 25.87 Feet;
- Bearing 282°8'48.7", 37.9 Feet;
- Bearing 282°8'48.3", 83.96 Feet;
- Bearing 282°8'48.12", 203.74 Feet;
- Bearing 282°8'48.04", 57.22 Feet;
- Bearing 319°23'58.19", 33.47 Feet;
- Bearing 319°24'0.36", 16.07 Feet;
- Bearing 353°2'48.99", 296.76 Feet;
- Bearing 33°41'20.07", 17.99 Feet;
- Bearing 33°41'25.5", 59.73 Feet;

- Bearing 348°59'45.96", 131.75 Feet;
- Bearing 4°26'15.57", 246.43 Feet;
- Bearing 194°37'28.36", 311.68 Feet;
- Bearing 308°6'49.99", 698.78 Feet;
- Bearing 308°6'50", 397 Feet;
- Bearing 349°50'49.84", 268.47 Feet;
- Bearing 305°14'30.2", 33.36 Feet;
- Bearing 298°58'49.39", 91.88 Feet;

Thence continuing across the Right-of-way for State Route 42 at a Bearing of 299°3'8.51", 175.23 Feet;

- Bearing 204°27'29.95", 82.2 Feet;
- Bearing 225°50'29.18", 134.2 Feet;
- Bearing 225°52'51.84", 51.1 Feet;
- Bearing 256°50'28.57", 940.24 Feet;
- Bearing 271°28'56.49", 45.77 Feet;
- Bearing 22°40'42.84", 20 Feet;
- Bearing 306°20'44.15", 127.18 Feet;
- Bearing 35°32'44.21", 48.46 Feet;
- Bearing 298°15'4.02", 315.17 Feet;
- Bearing 7°25'27.31", 684.31 Feet;
- Bearing 5°41'11.76", 46.7 Feet;
- Bearing 5°41'14.53", 74.9 Feet;

Thence continuing across the Right-of-way for Bard Rd. at a Bearing of 281°5'7.82", 42.3 Feet;

- Bearing 282°0'52.14", 1669.37 Feet;
- Bearing 286°21'26.21", 279.26 Feet;
- Bearing 7°19'17.41", 687.41 Feet;
- Bearing 7°37'1.53", 562.56 Feet;
- Bearing 102°15'5.45", 952.98 Feet;
- Bearing 19°21'33.19", 155.92 Feet;
- Bearing 100°50'28.16", 831.77 Feet;

Thence continuing across the Right-of-way for Anawana Lake Rd. at a Bearing of 79°29'51.83", 144.74 Feet;

- Bearing 100°42'28.79", 527.69 Feet;
- Bearing 3°37'15.36", 884.3 Feet;
- Bearing 7°29'1.58", 381.92 Feet;
- Bearing 105°8'22.51", 141.1 Feet;
- Bearing 105°19'20.11", 168.13 Feet;
- Bearing 105°17'3.6", 1.64 Feet;
- Bearing 105°14'20.95", 272.21 Feet;
- Bearing 16°15'21.35", 33.42 Feet;
- Bearing 16°15'20", 110.94 Feet;
- Bearing 16°15'20.72", 31.77 Feet;
- Bearing 19°6'11.08", 100.65 Feet;

- Bearing 19°6'5.77", 10.19 Feet;
- Bearing 16°55'33.86", 288.79 Feet;
- Bearing 282°43'54.94", 42.02 Feet;
- Bearing 8°23'33.12", 180.5 Feet;
- Bearing 8°23'32.83", 1043.57 Feet;
- Bearing 270°24'21.16", 223.33 Feet;
- Bearing 345°36'4.98", 12.44 Feet;
- Bearing 345°35'59.82", 422.64 Feet;
- Bearing 1°10'28.83", 179.74 Feet;
- Bearing 258°38'13.53", 132.08 Feet;
- Bearing 258°37'29.02", 460.45 Feet;
- Bearing 258°36'14.44", 0.64 Feet;
- Bearing 280°49'25.57", 170.98 Feet;
- Bearing 280°53'43.25", 47.94 Feet;
- Bearing 280°57'30.82", 4.76 Feet;
- Bearing 280°44'18.27", 118 Feet;
- Bearing 280°48'22.24", 4.66 Feet;
- Bearing 280°48'24.45", 86 Feet;

Thence continuing across the Right-of-way for Anawana Lake Rd. at a Bearing of 278°3'17.39", 49.73 Feet;

- Bearing 183°17'47.17", 82.54 Feet;
- Bearing 183°43'44.3", 93.86 Feet;
- Bearing 184°9'7.6", 93.86 Feet;
- Bearing 185°28'3.53", 53.47 Feet;
- Bearing 184°27'1.03", 53.47 Feet;
- Bearing 183°25'59.76", 53.47 Feet;
- Bearing 182°34'52.9", 40.1 Feet;
- Bearing 252°47'9.35", 179.37 Feet;
- Bearing 190°3'25.58", 146.88 Feet;
- Bearing 190°3'26.65", 99.03 Feet;
- Bearing 95°40'3.16", 196.7 Feet;
- Bearing 181°21'11.68", 722.02 Feet;
- Bearing 281°17'55.49", 372.8 Feet;
- Bearing 281°18'24.37", 661.08 Feet;
- Bearing 6°14'34.17", 1631.22 Feet;
- Bearing 100°43'25.32", 571.58 Feet;
- Bearing 100°43'26.35", 41.81 Feet;
- Bearing 100°43'25.09", 169.32 Feet;
- Bearing 100°43'24.94", 24.41 Feet;
- Bearing 100°43'25.83", 120.24 Feet;

Thence continuing across the Right-of-way for Anawana Lake Rd. at a Bearing of 86°29'59.23", 49.72 Feet;

- Bearing 357°54'35.06", 59.91 Feet;
- Bearing 357°54'32.69", 64.47 Feet;

- Bearing 354°19'42.75", 20.5 Feet;
- Bearing 351°59'28.98", 20.5 Feet;
- Bearing 349°25'29.39", 24.53 Feet;
- Bearing 346°37'46.88", 24.53 Feet;
- Bearing 343°50'3.46", 24.53 Feet;
- Bearing 341°2'24.6", 24.53 Feet;
- Bearing 338°14'39.37", 24.53 Feet;
- Bearing 335°26'59.11", 24.53 Feet;
- Bearing 327°3'20.09", 30.21 Feet;
- Bearing 327°2'18.21", 1.37 Feet;
- Bearing 327°3'21.27", 117.71 Feet;
- Bearing 327°2'54.55", 0.38 Feet;
- Bearing 327°3'19.12", 153.33 Feet;
- Bearing 335°17'44.4", 430 Feet;
- Bearing 336°14'5.01", 182.05 Feet;
- Bearing 340°14'4.35", 267.94 Feet;
- Bearing 101°44'4.03", 235.47 Feet;
- Bearing 101°44'4", 41.64 Feet;
- Bearing 101°44'3.35", 64.97 Feet;
- Bearing 101°44'3.62", 136.76 Feet;
- Bearing 357°38'54.47", 3.07 Feet;
- Bearing 357°39'6.33", 353.77 Feet;
- Bearing 102°3'56.82", 64.52 Feet;
- Bearing 102°4'7.91", 11.46 Feet;
- Bearing 102°4'8.29", 7.18 Feet;
- Bearing 178°2'22.43", 82 Feet;
- Bearing 178°2'4.21", 3.5 Feet;
- Bearing 178°2'20.76", 393.86 Feet;
- Bearing 97°44'21.43", 25.35 Feet;
- Bearing 97°44'23.24", 23.55 Feet;
- Bearing 97°47'13.98", 0.81 Feet;
- Bearing 97°44'26.48", 0.52 Feet;
- Bearing 97°44'14.32", 3.34 Feet;
- Bearing 97°45'50.82", 0.81 Feet;
- Bearing 97°44'19.92", 44.52 Feet;
- Bearing 130°6'21.85", 199.09 Feet;
- Bearing 129°57'37.26", 376.42 Feet;
- Bearing 5°33'21.56", 323.74 Feet;
- Bearing 6°53'59.14", 392.08 Feet;
- Bearing 100°20'41.58", 109.65 Feet;
- Bearing 99°58'58.6", 109.65 Feet;
- Bearing 99°39'27.17", 109.56 Feet;
- Bearing 99°22'9.56", 109.56 Feet;
- Bearing 186°18'29.63", 642.61 Feet;
- Bearing 96°45'32.3", 184.25 Feet;
- Bearing 16°18'18.66", 116.6 Feet;

- Bearing 107°27'50.88", 223.96 Feet;
- Bearing 5°42'39.52", 87.24 Feet;
- Bearing 283°32'48.29", 6.28 Feet;
- Bearing 283°32'52.99", 179 Feet;
- Bearing 22°23'43.61", 9.01 Feet;
- Bearing 22°23'47.89", 454.66 Feet;
- Bearing 99°36'16.37", 71.12 Feet;
- Bearing 99°52'24.24", 19.83 Feet;
- Bearing 99°52'25.24", 6.14 Feet;
- Bearing 185°6'56.95", 179.67 Feet;
- Bearing 185°6'51.09", 8.59 Feet;
- Bearing 185°7'9.73", 0.95 Feet;
- Bearing 98°33'41.08", 53.29 Feet;
- Bearing 98°33'40.78", 6.39 Feet;
- Bearing 186°40'33.07", 544.29 Feet;
- Bearing 182°23'31.37", 244.25 Feet;
- Bearing 182°35'56.58", 320.56 Feet;
- Bearing 182°30'45.48", 0.39 Feet;
- Bearing 108°5'4.39", 205.33 Feet;
- Bearing 107°59'43.95", 59.01 Feet;
- Bearing 108°5'20.97", 141 Feet;
- Bearing 352°31'58.53", 0.07 Feet;
- Bearing 349°17'1.94", 46.17 Feet;
- Bearing 347°33'42.22", 12.57 Feet;
- Bearing 347°33'38.55", 106.6 Feet;
- Bearing 17°21'37.22", 349.43 Feet;
- Bearing 112°37'47.97", 31.84 Feet;
- Bearing 4°40'0.62", 60.91 Feet;
- Bearing 4°51'51.21", 49.54 Feet;
- Bearing 4°51'52.76", 109.99 Feet;
- Bearing 357°16'27.53", 94.41 Feet;
- Bearing 7°29'44.55", 114.75 Feet;
- Bearing 10°13'25.48", 90.84 Feet;
- Bearing 100°20'7.35", 2.86 Feet;
- Bearing 100°20'35.36", 125.39 Feet;
- Bearing 100°20'36.27", 58.38 Feet;
- Bearing 105°34'51.22", 184.03 Feet;
- Bearing 18°35'12", 134.23 Feet;
- Bearing 18°35'8.7", 73.83 Feet;
- Bearing 18°35'9.94", 11.76 Feet;
- Bearing 18°35'23.81", 43.8 Feet;
- Bearing 18°34'54.79", 22.09 Feet;
- Bearing 18°35'8.65", 66.58 Feet;

Thence continuing across the Right-of-way for Fraser Rd. at a Bearing of 16°17'47.05", 49.4 Feet;

- Bearing 283°15'3.58", 109.24 Feet;

- Bearing 283°16'52.46", 24.45 Feet;
- Bearing 14°46'27.51", 194.19 Feet;
- Bearing 273°4'1.97", 62.54 Feet;
- Bearing 291°2'12.34", 79.24 Feet;
- Bearing 30°40'35.25", 66.33 Feet;
- Bearing 96°39'31.62", 121.28 Feet;
- Bearing 96°39'27.39", 20.14 Feet;
- Bearing 96°39'29.94", 201.58 Feet;
- Bearing 98°3'13.51", 74.13 Feet;
- Bearing 98°7'22", 38.83 Feet;
- Bearing 196°26'38.32", 91.39 Feet;
- Bearing 196°28'36.77", 4.2 Feet;
- Bearing 104°22'32.16", 40.12 Feet;
- Bearing 101°38'11.32", 53.32 Feet;
- Bearing 101°46'24.05", 19.4 Feet;
- Bearing 194°19'22.9", 112.98 Feet;
- Bearing 101°51'26.7", 91.57 Feet;
- Bearing 101°52'56.9", 105.66 Feet;
- Bearing 101°46'20.27", 29.09 Feet;
- Bearing 101°51'29.15", 129.16 Feet;
- Bearing 7°37'0.64", 20.42 Feet;
- Bearing 7°37'7.3", 12.86 Feet;
- Bearing 7°37'2.18", 207.17 Feet;
- Bearing 7°29'59.92", 16.19 Feet;
- Bearing 276°51'13.29", 9.57 Feet;
- Bearing 276°35'58.98", 97.15 Feet;
- Bearing 276°36'0.68", 115.47 Feet;
- Bearing 276°35'59.26", 122.21 Feet;
- Bearing 6°15'14.5", 201.87 Feet;
- Bearing 95°52'29.37", 121.15 Feet;
- Bearing 95°52'30.29", 113.94 Feet;
- Bearing 95°52'30.25", 76.47 Feet;
- Bearing 95°52'33.61", 37.76 Feet;
- Bearing 186°11'38.06", 0.04 Feet;
- Bearing 187°32'32.66", 26.2 Feet;
- Bearing 98°14'37.61", 192.91 Feet;
- Bearing 98°14'30.95", 2.21 Feet;
- Bearing 98°7'48.4", 0.03 Feet;
- Bearing 98°24'29", 14.35 Feet;
- Bearing 185°1'58.62", 0.93 Feet;
- Bearing 186°58'51.86", 186.79 Feet;
- Bearing 101°10'30.58", 172.88 Feet;
- Bearing 185°17'10.75", 24.41 Feet;
- Bearing 97°15'11.79", 42.17 Feet;
- Bearing 8°58'20.73", 29.26 Feet;
- Bearing 100°4'36.57", 108.9 Feet;

- Bearing 188°38'3.16", 45.36 Feet;
- Bearing 99°46'43.32", 260.59 Feet;
- Bearing 9°1'8.85", 175.35 Feet;
- Bearing 99°58'42.5", 192.01 Feet;
- Bearing 185°55'5.28", 154.47 Feet;
- Bearing 96°36'31.04", 59.85 Feet;
- Bearing 5°28'2.25", 180.21 Feet;
- Bearing 5°28'16.58", 4.75 Feet;
- Bearing 5°28'2.01", 316.25 Feet;
- Bearing 103°16'24.16", 38.39 Feet;
- Bearing 103°12'27.6", 148.77 Feet;
- Bearing 103°12'26.92", 89.52 Feet;
- Bearing 187°18'24.09", 307.37 Feet;
- Bearing 187°19'27.58", 4.74 Feet;
- Bearing 187°18'44.51", 536.63 Feet;
- Bearing 100°35'47.38", 12.76 Feet;
- Bearing 6°59'51.66", 201.69 Feet;
- Bearing 6°59'52.44", 334.94 Feet;
- Bearing 6°59'51.98", 439.62 Feet;
- Bearing 6°59'51.94", 2029.52 Feet;
- Bearing 6°59'52.16", 122.1 Feet;
- Bearing 6°59'51.72", 139.86 Feet;
- Bearing 6°59'52", 3150.26 Feet;
- Bearing 103°28'39.65", 85.86 Feet;
- Bearing 97°4'6.34", 78.94 Feet;
- Bearing 88°28'38.18", 31.92 Feet;
- Bearing 95°10'55.74", 81.49 Feet;
- Bearing 96°8'2.99", 81.49 Feet;
- Bearing 97°5'11.32", 81.49 Feet;
- Bearing 98°2'18.37", 81.49 Feet;
- Bearing 98°59'26.04", 81.49 Feet;
- Bearing 99°56'33.26", 81.49 Feet;
- Bearing 99°40'12.42", 160.68 Feet;
- Bearing 102°31'25.97", 1.66 Feet;
- Bearing 102°33'7.14", 520.27 Feet;
- Bearing 102°33'7.68", 21.33 Feet;

Thence continuing across the Right-of-way for Barnes Blvd. at a Bearing of 100°24'35.98", 50.06 Feet;

- Bearing 7°22'35.23", 24.01 Feet;
- Bearing 101°46'4.57", 245.72 Feet;
- Bearing 101°46'4.27", 833.34 Feet;
- Bearing 104°0'43.9", 277.74 Feet;
- Bearing 187°34'42.28", 256.21 Feet;
- Bearing 187°36'18.21", 82.19 Feet;
- Bearing 187°37'0.73", 22.86 Feet;
- Bearing 187°31'24.01", 50 Feet;

- Bearing 187°34'45.31", 100 Feet;
- Bearing 187°34'46.97", 100 Feet;
- Bearing 187°34'48.71", 199.24 Feet;
- Bearing 188°30'38.23", 138.74 Feet;
- Bearing 186°53'47.2", 1.68 Feet;
- Bearing 284°28'4.16", 185.71 Feet;
- Bearing 284°27'51.21", 96.66 Feet;
- Bearing 284°27'59.41", 4.03 Feet;
- Bearing 284°27'34.23", 4.03 Feet;
- Bearing 284°27'46.45", 96.66 Feet;
- Bearing 284°27'50.09", 100.69 Feet;
- Bearing 189°25'55.27", 35.49 Feet;
- Bearing 189°25'50.48", 100.04 Feet;
- Bearing 188°52'36.31", 96.01 Feet;
- Bearing 185°35'15.72", 4 Feet;
- Bearing 185°36'27.98", 4 Feet;
- Bearing 185°35'30.57", 96.07 Feet;
- Bearing 185°35'33.34", 100.07 Feet;
- Bearing 185°35'31.27", 115.47 Feet;
- Bearing 194°24'48.99", 108.6 Feet;

Thence continuing across the Right-of-way for Gibber Rd. at a Bearing of 193°20'20.49", 51.38 Feet;

- Bearing 101°41'13.9", 83.15 Feet;
- Bearing 101°43'44.74", 4.19 Feet;
- Bearing 101°43'33.33", 31.98 Feet;
- Bearing 101°53'29.21", 53.8 Feet;
- Bearing 102°22'42.66", 53.8 Feet;
- Bearing 102°58'11.97", 90.4 Feet;
- Bearing 103°42'17.95", 90.4 Feet;
- Bearing 104°26'25.01", 90.4 Feet;
- Bearing 187°51'51.62", 1529.66 Feet;
- Bearing 281°19'58.86", 48.55 Feet;
- Bearing 281°19'57.96", 125.12 Feet;
- Bearing 281°19'53.55", 120.45 Feet;
- Bearing 281°19'55.59", 1040.73 Feet;

To the point originally listed.

Part 2: BEGINNING at the point of intersection between the Northeastern corner of Lot 8.A-1-98 and Old Liberty Rd. and continuing counterclockwise along the following bearings:

- Bearing 168°21'25.88", 250.16 Feet;
- Bearing 168°14'6.64", 250.16 Feet;
- Bearing 166°59'56.68", 115.05 Feet;
- Bearing 167°43'52.82", 115.06 Feet;
- Bearing 168°27'48.49", 115.05 Feet;
- Bearing 169°11'44.14", 115.06 Feet;

- Bearing 169°42'19.63", 50.44 Feet;
- Bearing 169°42'5.26", 11.19 Feet;
- Bearing 168°35'55.84", 43.81 Feet;
- Bearing 281°56'27.69", 359.91 Feet;
- Bearing 281°56'27.35", 124.55 Feet;
- Bearing 281°56'27.35", 143.5 Feet;
- Bearing 281°56'23.93", 77.89 Feet;
- Bearing 169°1'40.51", 162.3 Feet;
- Bearing 280°37'27.55", 1225.78 Feet;
- Bearing 7°9'3.11", 804.56 Feet;
- Bearing 98°45'7.43", 82.81 Feet;
- Bearing 98°45'7.93", 458.78 Feet;
- Bearing 98°45'8.27", 115.79 Feet;
- Bearing 98°45'7.37", 97.88 Feet;
- Bearing 98°45'9.05", 74.02 Feet;
- Bearing 98°45'7.52", 335.4 Feet;
- Bearing 5°5'26.04", 290.57 Feet;
- Bearing 98°13'58.78", 18.84 Feet;
- Bearing 98°13'58.26", 44.04 Feet;
- Bearing 98°15'50.37", 128.92 Feet;
- Bearing 98°26'53.15", 128.92 Feet;
- Bearing 98°26'53.61", 22.97 Feet;
- Bearing 133°24'2.51", 43.04 Feet;

To the starting point originally listed.

Part 3: BEGINNING at the Northeastern corner of Lot 9.-1-71 and continuing clockwise toward the Northeastern corner of parcel 9.-1-67:

- Bearing 100°27'6.25", 1000.43 Feet;
- Bearing 186°25'56.18", 693.68 Feet;
- Bearing 187°53'58.02", 242.83 Feet;
- Bearing 187°53'57.6", 754.72 Feet;
- Bearing 283°35'54.17", 332.7 Feet;
- Bearing 7°15'36.73", 729.37 Feet;
- Bearing 279°11'23.7", 104.67 Feet;
- Bearing 279°11'24.65", 151.22 Feet;
- Bearing 188°11'37.29", 532.74 Feet;
- Bearing 188°14'32.02", 0.59 Feet;
- Bearing 188°11'35.87", 28.02 Feet;
- Bearing 188°11'34.27", 84.05 Feet;
- Bearing 188°11'38.48", 65.63 Feet;
- Bearing 281°53'41.95", 37.93 Feet;
- Bearing 281°55'26.55", 16.33 Feet;
- Bearing 281°55'35.75", 10.36 Feet;
- Bearing 282°40'22.8", 82.01 Feet;
- Bearing 6°36'9.38", 175 Feet;

- Bearing 281°44'11.32", 175 Feet;
- Bearing 281°13'9.09", 130.33 Feet;
- Bearing 186°36'10.37", 173.82 Feet;
- Bearing 281°51'14.44", 7.21 Feet;
- Bearing 6°58'5.43", 660.51 Feet;
- Bearing 285°44'55.74", 110.39 Feet;
- Bearing 285°53'30.65", 145.33 Feet;
- Bearing 7°51'16.87", 144.47 Feet;
- Bearing 102°9'14.71", 270.39 Feet;
- Bearing 8°10'58.44", 65 Feet;
- Bearing 8°10'44.3", 65.01 Feet;
- Bearing 8°10'59.01", 75 Feet;
- Bearing 282°9'3.47", 150.01 Feet;
- Bearing 188°10'36.8", 70 Feet;
- Bearing 281°52'57.79", 122.44 Feet;

Thence across the right of way of Anawana Lake Rd at a Bearing of 280°9'23.3", 50.06 Feet;

- Bearing 187°17'27.51", 142.99 Feet;
- Bearing 187°52'47.15", 254.23 Feet;
- Bearing 187°7'26.26", 125.79 Feet;
- Bearing 186°5'51", 272.3 Feet;
- Bearing 186°5'47.9", 33.19 Feet;
- Bearing 183°2'9.8", 88.06 Feet;
- Bearing 174°11'58.07", 48.43 Feet;
- Bearing 282°37'21.02", 596.52 Feet;
- Bearing 280°56'45.18", 544.66 Feet;
- Bearing 280°11'27.98", 149.85 Feet;
- Bearing 280°6'57.11", 42.24 Feet;
- Bearing 5°8'30.83", 282.82 Feet;
- Bearing 6°47'30.97", 411.37 Feet;
- Bearing 6°47'30.53", 490.1 Feet;
- Bearing 6°24'24.24", 465.19 Feet;
- Bearing 101°39'16.03", 167.82 Feet;
- Bearing 101°39'15.77", 1169.41 Feet;
- Bearing 187°17'2.22", 1.91 Feet;
- Bearing 187°17'27.24", 94.78 Feet;

Thence across the right of way of Anawana Lake Rd at a Bearing of 98°50'23.88", 50.02 Feet;

- Bearing 98°46'34.65", 307.33 Feet;
- Bearing 10°34'48.57", 87.94 Feet;

To the starting point originally listed.

Part 4: BEGINNING at the Southeastern corner of Lot 9.-1-18.3 and continuing clockwise toward Gerber Rd:

- Bearing 239°21'31.94", 305.04 Feet;

Thence across the right of way of Gerber Rd at a Bearing of 243°13'21.7", 61.07 Feet;

- Bearing 274°25'20.82", 105.89 Feet;
- Bearing 274°40'32.33", 27.8 Feet;
- Bearing 274°40'31.14", 100 Feet;
- Bearing 8°33'30.08", 250 Feet;
- Bearing 94°40'27.28", 32.2 Feet;
- Bearing 95°11'35.27", 200.35 Feet;

Thence across the right of way of Gerber Rd at a Bearing of 120°19'38.2", 51.36 Feet;

- Bearing 9°14'40.8", 125.61 Feet;
- Bearing 9°11'44.31", 64.19 Feet;
- Bearing 9°44'25.84", 64.19 Feet;
- Bearing 9°22'0.75", 64.27 Feet;
- Bearing 9°46'29.87", 64.27 Feet;
- Bearing 61°41'6.4", 771.44 Feet;
- Bearing 152°42'5.56", 100 Feet;
- Bearing 152°42'7.03", 100 Feet;
- Bearing 152°42'6.43", 100 Feet;
- Bearing 243°29'6.2", 331.53 Feet;
- Bearing 241°49'8.76", 230.22 Feet;
- Bearing 239°55'31.2", 138.89 Feet;
- Bearing 186°59'11.49", 25 Feet;
- Bearing 186°59'11.93", 162.86 Feet;

To the starting point originally listed.

Part 5: BEGINNING at the Southeastern corner of Lot 15.-1-7 and continuing clockwise:

- Bearing 263°58'57.66", 97.8 Feet;
- Bearing 353°58'57.99", 150 Feet;
- Bearing 83°58'57.64", 95.97 Feet;
- Bearing 83°58'57.46", 102.66 Feet;
- Bearing 83°58'59.14", 101.37 Feet;
- Bearing 173°58'57.16", 115.62 Feet;
- Bearing 216°16'33.59", 46.47 Feet;
- Bearing 263°58'58.31", 68.74 Feet;
- Bearing 263°58'58.6", 102.19 Feet;

To the starting point originally listed.

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 April 20, 2021

RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQR FOR PROPOSED LOCAL LAW NO. 05 OF 2021; ZONING REVISIONS

WHEREAS, the Town Board of the Town of Thompson has conducted an extensive review of the present Zoning Code for the Town of Thompson, including a review of Chapter 250 of the Zoning and Planned Unit Development Code; and

WHEREAS, the Town Board of the Town of Thompson declared itself lead agency pursuant to Resolution dated April 20, 2021 in connection with the review of the local law to amend Chapter 250 of the Town Code; and

WHEREAS, a Short Form Environmental Assessment Form has been filed in connection with the proposed revisions to Chapter 250 of the Town Code; and

WHEREAS, a public hearing was conducted in connection with the revisions to Chapter 250 of the Town Code on April 20, 2021, wherein said public hearing was closed.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson determines that there are no negative environmental impacts that would be caused as a result of the enacting of Local Law 5 of 2021 entitled a local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development; and

FURTHER BE IT RESOLVED, it is determined that the Town Board of the Town of Thompson makes a negative declaration with regard to any environmental impacts caused as a result of the enacting of Local Law No. 5 of 2021.

Moved by:
Seconded by:

Adopted the 20th day of April, 2021.

The members of the Town Board voted as follows:

- | | | |
|-----------------------------------|---------|--------|
| Supervisor WILLIAM J. RIEBER, JR. | Yes [] | No [] |
| Councilman SCOTT S. MACE | Yes [] | No [] |
| Councilman JOHN A. PAVESE | Yes [] | No [] |
| Councilwoman MELINDA S. MEDDAUGH | Yes [] | No [] |
| Councilman RYAN T. SCHOCK | 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 declaring negative declaration for proposed Local Law No. ____ of 2021 was adopted by said Town Board on April 20, 2021, 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 April ____, 2021.

Marilee J. Calhoun, Town Clerk

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Zone Change Request parcel SBL 17-1-48.2 in Town of Thompson PLL#5			
Project Location (describe, and attach a location map): Town of Thompson			
Brief Description of Proposed Action: This proposed Local Law is to amend Chapter 250 relating to zone change for property of Praful Desai, LLC described as SBL 17-1-48.2 for a zone change from Extractive Industrial to Highway Commercial-1 (HC-1)			
Name of Applicant or Sponsor: Town of Thompson		Telephone: (845) 794-5200	
		E-Mail: supervisor@townofthompson.com	
Address: 4052 Route 42			
City/PO: Monticello		State: NY	Zip Code: 12701
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Village of Monticello Board of Trustees			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ 0 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: _____ Date: _____		
Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of Thompson	April 20, 2021
_____ Name of Lead Agency	_____ Date
William Rieber	Supervisor
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

PRINT

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 April 20, 2021

RESOLUTION TO ENACT LOCAL LAW NO. 5 OF 2021

WHEREAS, proposed Local Law No. 05 of the year 2021 entitled, "A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development" was introduced to the Town Board at a meeting held March 16, 2021, at the Town Hall, Monticello, New York, to consider said proposed local law and notice of public hearing having been duly published and posted as required by law, and said public hearing having been held and all persons appearing at said public hearing deeming to be heard having been heard, and

WHEREAS, said local law was duly adopted after a public hearing.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. _____ for the year 2021, 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 April 20, 2021

Supervisor WILLIAM J. RIEBER JR.	Yes [] No []
Councilman SCOTT S. MACE	Yes [] No []
Councilman JOHN A. PAVESE	Yes [] No []
Councilwoman MELINDA S. MEDDAUGH	Yes [] No []
Councilman RYAN T. SCHOCK	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. ____ of 2021 was adopted by said Town Board on April 20, 2021, 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 April 20, 2021.

Marilee J. Calhoun, Town Clerk

#5



DELAWARE ENGINEERING, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

PROFESSIONAL SERVICES AGREEMENT

Emerald Green/Lake Louise Marie WWTP
Phase 1 Upgrades

This Agreement is by and between

Town of Thompson ("CLIENT")
4052 Route 42
Monticello, NY 12701

and,

Delaware Engineering, D.P.C. ("ENGINEER")
28 Madison Avenue Extension
Albany, New York 12203

WHO AGREE AS FOLLOWS:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

APPROVED FOR ENGINEER

By: _____

By: _____

Printed Name: William J. Rieber, Jr.

Printed Name: Brock Juusola

Title: Town Supervisor

Title: Partner

Date: _____

Date: _____

**Emerald Green/Lake Louise Marie WWTP
UV Disinfection Upgrades**

PART I: SCOPE OF SERVICES

The Emerald Green / Lake Louise Marie WWTP is in need of upgrades to address both the aging condition of the facility while also providing additional capacity to accommodate growth within the district. Additionally, the facilities SPDES permit has been modified to significantly reduce the allowable effluent chlorine concentration. To ensure compliance with the reduced effluent chlorine limits, the Town has elected to eliminate the chlorination process currently utilized for the disinfection in favor of a UV disinfection system. The reduced chlorine limits are scheduled to take effect in May of 2022 (extension requested from NYSDEC to May 2023) whereas the overall system upgrades can be completed on an extended schedule. With this in mind, this project will be completed in phases, with Phase 1 work consisting of the UV disinfection system and other affected work and Phase 2 being the remainder of the upgrade work. This contract is to complete the design and permitting for the Phase 1 work only.

This Scope of Services includes the steps necessary to complete the UV disinfection upgrades to the existing wastewater treatment plant (WWTP) serving the Emerald Green/Lake Louise Marie Sewer District. While not required to meet the SPDES required chlorine limits, the sand filter replacement sequence will more efficiently be completed as part of the UV disinfection process upgrades. As a result, the sand filter replacement will be included in the Phase 1 design.

The project includes the development of approved design plans and specifications, permitting, bidding assistance and selection of qualified contractors. Construction Phase Services, including office engineering and construction inspection shall be added by amendment to this agreement after a Contractor has been selected and a construction schedule is known.

This scope of services is inclusive of attendance at meetings and phone conversations with representatives of the Town of Thompson and regulatory agencies without limitation.

The following represents the scope of services to be provided by Delaware:

1. Design & Permitting Services

- a. Preparation of preliminary and final design plans for the planned improvements including the following:
 - i. Modifications to the existing channel for installation of the new UV system.

- ii. Demolition of existing floor for modifications to UV outlet piping.
 - iii. Demolition of applicable filtration equipment.
 - iv. Installation of new UV disinfection system and controls.
 - v. Installation of new filtration equipment and controls.
 - vi. Installation of safety railings around UV system.
 - vii. Provide new electrical panel, disconnects, switches, etc.
 - viii. Provide new conduit and conductor, and electrical connections.
 - ix. Provide for electrical power required.
- b. Preparation and submittal of all necessary permits and approvals from the NYSDEC.
 - c. Preparation of a Basis of Design Report and contract documents for construction of the upgrades, to be submitted to NYSDEC for review and approval. The Basis of Design Report will consider the Phase 2 scope to the level that ensures the Phase 1 work will seamlessly transition into the overall Phase 2 design.

2. Bidding Services

- a. Preparation of final bid documents
- b. Coordination of bidding process including preparing bid announcements, organizing pre-bid conference, issuing addenda, etc.
- c. Upon receipt of bid documents, assist in determining if bidders are responsible and responsive to the bid requirements, and preparation of a bid tabulation sheet
- d. Assistance with execution of contracts, review of schedules, and issuing a Notice to Proceed

PART II: COMPENSATION, BILLING AND PAYMENT

Design & bidding services will be provided at a cost not to exceed \$193,760 invoiced monthly on a time and materials basis. Plans and specifications will be submitted at 60%, 90% and 100% completion along with an estimate of probable cost for Town review and comments. Construction Phase Services will be billed on an hourly basis plus expenses in accordance with the attached 2021 Rate Schedule.

Task	Scope of Services	Fee
1	Design and Permitting Services	\$185,920
2	Bidding Services	\$ 7,840
	TOTAL DESIGN FEE	\$ 193,760*

* In order to comply with **NYSEFC Program Requirements for Non-Construction Contracts** (incorporated as Section IV of this contract by reference), Delaware is required to seek subcontracts from NYS Certified Minority and/or Women Business Owned Enterprises (M/WBEs) for up to 20% of the total professional services cost. As such, we will make a good faith effort to solicit proposals from qualified M/WBE subcontractors wherever possible.

DELAWARE ENGINEERING, D.P.C.
RATE SCHEDULE
 YEAR 2021

Billing Category	Rate/Hour
Technical Typist / Administration	\$85 - \$95
Designer, Technician, Construction Inspector	\$105 - \$130
Senior Designer, Technician, Construction Inspector	\$125 - \$145
Senior Construction Manager	\$150 - \$180
Senior Project Manager	\$145 - \$170
GIS Specialist	\$125 - \$145
Engineer / Scientist / Planner I	\$105 - \$145
Engineer / Scientist / Planner II	\$145 - \$160
Engineer / Scientist / Planner III	\$150 - \$165
Senior Engineer / Scientist / Planner I	\$155 - \$170
Senior Engineer / Scientist / Planner II	\$165 - \$180
Senior Engineer / Scientist / Planner III	\$180 - \$200
Principal Engineer / Scientist / Planner	\$195 - \$215

Reimbursable Expenses:

- | | |
|-------------------------------------|--|
| 1. Mileage | @ Federal Rate |
| 2. Travel Expenses (Lodging, Meals) | @ Federal Per Diem Rate |
| 3. Telecommunications | @ Cost |
| 4. FedEx, UPS, US Postal, Courier | @ Cost |
| 5. Subcontract Management | @ Cost plus 10% |
| 6. Other allowable costs | @ Cost (Plan Reproductions, Photographs, etc.) |

PART III:

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. **SAFETY.** ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. **DELAYS.** If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. **CONSTRUCTION REVIEW.** For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. **INSURANCE.** ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. **HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

STANDARD TERMS AND CONDITIONS

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (l) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. **LIMITATIONS OF LIABILITY.** No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. **ACCESS.** CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. **ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. **DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

19. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.



DELAWARE ENGINEERING, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

PROFESSIONAL SERVICES AGREEMENT

Emerald Green/Lake Louise Marie WWTP
Phase 1 Upgrades

This Agreement is by and between

Town of Thompson ("CLIENT")
4052 Route 42
Monticello, NY 12701

and,

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APPROVED FOR CLIENT

APPROVED FOR ENGINEER

By: _____

By: _____

Printed Name: William J. Rieber, Jr.

Printed Name: Brock Juusola

Title: Town Supervisor

Title: Partner

Date: _____

Date: _____

**Emerald Green/Lake Louise Marie WWTP
UV Disinfection Upgrades**

PART I: SCOPE OF SERVICES

The Emerald Green / Lake Louise Marie WWTP is in need of upgrades to address both the aging condition of the facility while also providing additional capacity to accommodate growth within the district. Additionally, the facilities SPDES permit has been modified to significantly reduce the allowable effluent chlorine concentration. To ensure compliance with the reduced effluent chlorine limits, the Town has elected to eliminate the chlorination process currently utilized for the disinfection in favor of a UV disinfection system. The reduced chlorine limits are scheduled to take effect in May of 2022 (extension requested from NYSDEC to May 2023) whereas the overall system upgrades can be completed on an extended schedule. With this in mind, this project will be completed in phases, with Phase 1 work consisting of the UV disinfection system and other affected work and Phase 2 being the remainder of the upgrade work. This contract is to complete the design and permitting for the Phase 1 work only.

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DELAWARE ENGINEERING, D.P.C.
RATE SCHEDULE
 YEAR 2021

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- | | |
|-------------------------------------|--|
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| 3. Telecommunications | @ Cost |
| 4. FedEx, UPS, US Postal, Courier | @ Cost |
| 5. Subcontract Management | @ Cost plus 10% |
| 6. Other allowable costs | @ Cost (Plan Reproductions, Photographs, etc.) |

PART III:

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

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3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

STANDARD TERMS AND CONDITIONS

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (l) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.



Building beautiful, active communities

Sandra Gerry, Chair

April 10, 2021

STEERING COMMITTEE

- Leni Binder
- Daniel Briggs
- Kathy Davidoff
- Gay Donofrio
- Cora Edwards
- John Evans
- Hon. Josephine V. Finn
- Foster Supply Hospitality
- Danielle Gaebel
- Ruby Gold
- Jacquie Leventoff
- Dali Levy
- Barry Lewis
- Lorraine Lopez-Janove
- Arly Marin Leon
- Steve Melendez
- Klu Pudu
- Joyce Salimeno-Gitlin
- Brian Scardefield
- Jaime Schmeiser
- Gerald J. Skoda
- Nicole Slevin Nikolados
- Fred Stabbert III
- Anna Lise Dyhr Vogel
- Rabbi Larry Zierler

William Rieber, Supervisor
Town of Thompson
52 State Route 42
Monticello, NY 12701

Re: 2021 Sullivan Renaissance Municipal Partnership Grant: Town of Thompson

Dear Bill,

Congratulations on being awarded a Sullivan Renaissance **Municipal Partnership** grant in the amount of \$20,000 for the Town of Thompson.

Based on your application the grant fund will be used for the installation of a new “welcome” sign and landscaping of the Exit 106 roundabout, repair of the Rock Hill murals, and maintenance of existing gardens and public spaces. To confirm that this is your intention, please sign and return the enclosed Grant Addendum at which time the funding will be released.

As you begin working on your project note the following dates and reporting requirements:

Progress reports, included in your welcome packet, are due on the **first of each month** (May, June, July August, and September). These reports track the progress of your project, identify potential obstacles, and whether you need additional support from Sullivan Renaissance. Reports should include photos of your project/s; including volunteers if appropriate. The project must be completed, and financial documents and photos submitted no later than October 1, 2021.

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

Pease contact Allison Cappella, Community Development Program Manager, at (845) 295-2462 with any questions.

Thank you for your continued beautification of the Town of Thompson.

Sincerely,

Denise Frangipane, Executive Director

cc: File

marilee (clerk-town of thompson)

From: Van B Krzywicki, IAO (Town of Thompson) <assessor@townofthompson.com>
Sent: Friday, April 16, 2021 1:51 PM
To: 'marilee (clerk-town of thompson)'
Subject: FW: Windsor Hills road name approval
Attachments: Windsor Estates Road Names Needed.jpg

From: Stone, Jennifer D. [<mailto:Jennifer.Stone@sullivanny.us>]
Sent: Monday, April 05, 2021 9:21 AM
To: solomon zwiebel <kellybridgeinc@gmail.com>
Cc: Assessor - Thompson <assessor@townofthompson.com>; Charter/Spectrum - Lauren <Lauren.Sedlacek@charter.com>; Customer Service (custserv@nyseg.com) <custserv@nyseg.com>; DBMC-NY-WHTPL-E911@verizon.com; Eric Horton - CEO, Town of Thompson <ehorton@townofthompson.com>; Kelly, Michael J. <Michael.Kelly@sullivanny.us>; Montaruli, Michael A - White Plains, NY (michael.a.montaruli@usps.gov) <michael.a.montaruli@usps.gov>
Subject: Windsor Hills road name approval

CHRIS KNAPP
DIRECTOR

TEL. 845-807-0221
FAX 845-807-0232



**COUNTY OF SULLIVAN
REAL PROPERTY TAX SERVICES
SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET
PO BOX 5012
MONTICELLO, NY 12701**

To Whom It May Concern,

As requested, the following changes have been implemented in regards to the initial approval of road names within a private community to be known as **Windsor Hills**. This letter supersedes that sent on Thursday, April 1, 2021.

This letter will serve as notification that the following road name(s) have been approved by this office for use within the 911 Address System for Sullivan County. The approved road name(s) are located in the **Town of Thompson** and on parcel identified for tax assessment purposes as **12.-1-23.1**, as shown in the attached image:

- Machrus Ln** (orange in the attached image)
- Windsor Hills Ct** (light blue in the attached image)
- Apple Hill Ln** (green in the attached image)
- Strawberry Ln** (red in the attached image)
- Raspberry Ln** (yellow in the attached image)
- Blueberry Ln** (dark blue in the attached image)

Orange Ct (black in the attached image)
Pomegranate Ct (purple in the attached image)

These road names, shown above and also identified in the image below, has been approved for use within a private community known as:

Windsor Hills

Please submit a copy of this notice, the map attached, and a written request to the **Thompson** Town Clerk for approval by the Town Board.

Please note that this office **must** be provided with a copy of the signed resolution and a map of the named roads before these roads can be added to the 911 system and/or used for addressing purposes.

If you have any questions please feel free to contact the 911 addressing department. Thank you for your cooperation and understanding while we work to provide our residents with the best emergency service response possible.



Jennifer D. Stone
GIS Coordinator
Sullivan County GIS Program

Information Technology Services
Sullivan County Government Center
100 North Street
Monticello, NY 12701

Phone: (845) 807-0110
Fax: (845) 807-0111
Email: jennifer.stone@co.sullivan.ny.us

DISCLAIMER: These products were developed for governmental use by the County of Sullivan (County). County makes no representation as to the accuracy, completeness, reliability, usability, or suitability, for any purpose, of the data or information contained or furnished in connection herewith and County shall be under no liability whatsoever for any use made thereof. County disclaims any liability for errors. Users of this data and information certify that it will not be used for solicitation or fund-raising purposes.

Confidentiality Notice: This e-mail message, including attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message and attachments. Thank you.

Van B Krzywicki, IAO (Town of Thompson)

From: Stone, Jennifer D. <Jennifer.Stone@sullivanny.us>
Sent: Thursday, April 01, 2021 4:26 PM
To: solomon zwiebel
Cc: Christopher Knapp; Assessor - Thompson; Charter/Spectrum - Lauren; Customer Service (custserv@nyseg.com); DBMC-NY-WHTPL-E911@verizon.com; Eric Horton - CEO, Town of Thompson; Kelly, Michael J.; Montaruli, Michael A - White Plains, NY (michael.a.montaruli@usps.gov)
Subject: RE: Windsor Hills Estates
Attachments: Windsor Estates Road Names Needed.jpg

CHRIS KNAPP
DIRECTOR

TEL. 845-807-0221
FAX 845-807-0232



**COUNTY OF SULLIVAN
REAL PROPERTY TAX SERVICES
SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET
PO BOX 5012
MONTICELLO, NY 12701**

To Whom It May Concern,

This letter will serve as notification that the following road name(s) have been approved by this office for use within the 911 Address System for Sullivan County. The approved road name(s) are located in the **Town of Thompson** and on parcel identified for tax assessment purposes as **12.-1-23.1**, as shown in the attached image:

Windsor Hills (orange in the attached image)
Sunview Ct (light blue in the attached image)
Apple Hill (green in the attached image)
Strawberry Ln (red in the attached image)
Raspberry Ln (yellow in the attached image)
Blueberry Ln (dark blue in the attached image)
Orange Ct (black in the attached image)
Pomegranate Ct (purple in the attached image)

This road name, shown above and also identified in the image below, has been approved for use within a private community known as:

Windsor Hills

Please submit a copy of this notice, the map attached, and a written request to the **Thompson** Town Clerk for approval by the Town Board.

Highview

Windsor Hills Rd

Orange Ct

Sunview

Spring St

Lakeview Lane

Pomegranate Ct

Thank you

Solomon

On Mon, Mar 8, 2021, 10:41 AM Stone, Jennifer D. <Jennifer.Stone@sullivanny.us> wrote:

Solomon,

You will need 16 road name suggestions, in order of preference. I will assign names to the 8 roads located within your community based on that list. See attached for color coding of the roads. This map would be provided to the Town clerk, along with a written request for road name approval, once you receive my approval letter.

Jennifer D. Stone

Jennifer D. Stone

GIS Coordinator

Sullivan County GIS Program

Information Technology Services

Sullivan County Government Center

100 North Street

#10

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 \$2,500.00

We are requesting permission to pay the following:

VENDOR: Slack Chemical Company

Description: SternPAC – Emerald Green

Amount: 2750.80

Sole Source Procurement



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
3/31/2021	418088
Due Date	BL Number
4/30/2021	415711

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

INVOICE

Sold To:

**Thompson Town
128 Rock Ridge Dr
Only 1 product per invoice
Monticello, NY 12701
MAIL ORIGINALS
Tel. No. 845-794-5280 , Fax No. 845-794-2777

Ship To:

**Emerald Green Sewer
158 Lake Louise Marie Rd
Rock Hill, NY 12775

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
3/31/2021	Slack CT	NET 30	email	075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
8	55 G DRUM-SP	440 G	SternPAC	5.3200 / G	2,340.80
			Merchandise SubTotal		2,340.80
			Delivery Charge		50.00
			EXCHANGED PALLETS		
			Total Container Deposit		360.00
			Total Invoice		2,750.80
			Tax Exempt: 14-6002141		

[Handwritten Signature]
[Handwritten Signature]

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%)



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	
Date	Number
3/31/2021	182374
Ship Date	Assoc. Number
3/31/2021	

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

CREDIT MEMO

S
O
L
D
T
O
 **Thompson Town
 128 Rock Ridge Dr
 Only 1 product per invoice
 Monticello, NY 12701
 MAIL ORIGINALS

S
H
I
P
T
O
 **Emerald Green Sewer
 158 Lake Louise Marie Rd
 Rock Hill, NY 12775

CUSTOMER ORDER NUMBER		Order Number	SHIPPED VIA	[075] SALES AGENT	TERMS
415711			Slack	Travis Rumble	
UNITS	PACKAGE	DESCRIPTION	TOTAL QUANTITY	UNIT PRICE	AMOUNT
		Drum Return Credit: Less Cleaning Charge CREDIT - DO NOT PAY			258.00 12.00
		Returns: 6 55GDRUM-SP, deposit 45			
		<i>Ken. GAN</i>			

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

TOTAL	-258.00
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CREDIT - DO NOT PAY





CHEMICAL COMPANY INCORPORATED

465 South Clinton St., P.O. Box 30
 Carthage, NY 13619-0030 USA
 Tel: (315) 493-0430 Fax: (315) 493-3931
 Federal I.D. # 15-0503203

SARATOGA DIVISION
 21 Grande Blvd
 Saratoga Springs, NY 12866 USA
 Tel: (518) 226-0815 Fax: (518) 226-0743



DATE	3/29/2021
B/L NO.	415711

****Thompson Town**
 128 Rock Ridge Dr
****Only 1 product per invoice****
 Monticello, NY 12701
 MAIL ORIGINALS
 (845) 794-5280

****Emerald Green Sewer**
 158 Lake Louise Marie Rd
 Rock Hill, NY 12775
 (845) 794-5280

QUANTITY ORDERED	QUANTITY SHIPPED	PACKAGING	HM	DESCRIPTION	NET WEIGHT LB	GROSS WEIGHT LB	FRT CLS
8	8	55GDRUM-SP S1349	X	UN3264, Corrosive liquid, acidic, inorganic, n.o.s. (Aluminum chloride hydroxide sulfate), 8, PGIII, ERG 154 SternPAC Container Deposit: 8 @ \$45.00 = \$360.00 Container Charge: 8 @ \$2.00 = \$16.00	4426	4666	
<p><i>6-Returns</i> <i>55gal - SternPAC</i></p> <p><i>575519</i></p>					<p>Total Weights: 4426 4666</p>		

<p>SHIPPER'S CERTIFICATION This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of Department of Transportation. (Signature/Title)</p>		<p>For Chemical Emergency, Spill, Leak, Fire, Exposure or Accident Call CHEMTREC Day or Night 1-800-424-9300 +1 703-527-3887 CCN20361</p>		<p>COD Amt: \$ 0.00</p>	
<p>If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight" NOTE-where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____</p>		<p>SHIPMENTS VIA MOTOR CARRIER</p>		<p>DELIVERED BY: <i>[Signature]</i></p>	
<p>Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</p>		<p>Freight Charges: If charges are to be prepaid, write or stamp here, "TO BE PREPAID"</p>		<p>RECEIVED BY: <i>John</i></p>	
<p>(Signature of Consignor)</p>		<p>CUSTOMER</p>		<p>DATE: <i>3/31/21</i></p>	
				<p>SIGNATURE HEREBY CONFIRMS THAT QUANTITY SPECIFIED IS CORRECT AND RECEIVED IN GOOD CONDITION</p>	