

**Minutes of a Regular Meeting** of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York on **October 06, 2015.**

**ROLL CALL:**

**Present:** Supervisor William J. Rieber, Jr., Presiding  
Councilman Richard Sush  
Councilman John A. Pavese  
Councilman Peter T. Briggs  
Councilman Scott Mace

**APPROVED**

**Also Present:** Marilee J. Calhoun, Town Clerk  
Michael B. Mednick, Attorney for the Town  
Paula E. Kay, Deputy Town Attorney  
William D. Culligan, Water & Sewer Superintendent  
Richard L. Benjamin, Jr., Highway Superintendent  
Gary J. Lasher, Town Comptroller  
Logan Morey, Building Department/Code Enforcement Officer

**REGULAR MEETING – CALL TO ORDER**

Supervisor Rieber opened the meeting at 7:30 PM with the Pledge to the Flag. He welcomed the participation in government students to the meeting.

**APPROVAL OF MINUTES:**

On a motion made by Councilman Briggs and seconded by Councilman Pavese the minutes of the September 17<sup>th</sup>, 2015 Regular Town Board Meeting were approved as presented.

Vote: Ayes 5 Rieber, Pavese, Briggs, Sush and Mace  
Nays 0

**MONTHLY REPORTS FOR SEPTEMBER 2015 RECEIVED AND FILED**

Building Department & Code Enforcement Officer's Report  
Dog Control Officer's Report  
Comptroller's Budgetary Report

**PUBLIC COMMENT:**

There was no public comment.

**CORRESPONDENCE:**

Supervisor Rieber reported on correspondence that was sent or received as follows:

- 1) Public Notice: Eagle Creek Renewable Energy Re: Swinging Bridge Reservoir Water Level increase on or after 11/01/2015.
- 2) Email dated 09/23/15 from NYS Comptroller's Office advising of the processing of the annual State Aid Incentives to Municipalities Payment in the amount of \$47,628.00 for the Town of Thompson.





to the Town as the inspection fee.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that:

From the 2.5% flat fee, the Town shall apply one and one-half percent (1.5%) of that fee for engineering fees and one percent (1%) for administrative fees.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that:

Should contingencies for each bid package increase the general construction costs to an amount greater than five percent (5%) of that specific bid package; the parties agree to conduct further negotiations for additional inspection fees for the increase in construction costs above 5% of the current bid package, at the discretion of the Town Board.

Furthermore, this agreement has been made in the best interest of all parties to reflect a fee amount that is reasonably related to the actual costs of the inspections and the administrative costs combined. This agreement also allows the Town to lock in flat fees for all engineering services provided to the Town for the aforesaid inspections.

Adopted the 5<sup>th</sup> day of October, 2015.

Moved by: Councilman Scott Mace

Seconded by: Councilman Richard Sush

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [X ] No [ ]
Councilman PETER T. BRIGGS	Yes [X ] No [ ]
Councilman RICHARD SUSH	Yes [X ] No [ ]
Councilman SCOTT MACE	Yes [X ] No [ ]
Councilman JOHN A. PAVESE	Yes [X ] No [ ]

**4. RESOLUTION TO AUTHORIZE EXECUTION OF AGREEMENT TO WAIVE LETTER OF CREDIT BONDING REQUIREMENT FOR ADELAAR INFRASTRUCTURE CONSTRUCTION PROEJCT**

Ratify and authorize signature of two party letter agreement between EPR Concord II, LP and the Town of Thompson to temporarily waive Letter of Credit (Bonding) requirement for infrastructure construction in the Adelaar/MRMI development.

Agreement provides that various Adelaar districts shall be charged with any costs for site restoration in the event of a failure to complete construction of infrastructure for any reason. Attorney's Mednick and Kay both said that this agreement was originally proposed as a three party agreement between EPR Concord II, (MRMI) and the Town, but has since been changed to a two party agreement between EPR Concord II and the Town. Attorney Kay explained the reason for the amendment and advised that (MRMI) was notified of the change and is okay with it. A copy was provided to all parties.



costs; and

**WHEREAS**, the parties, along with their consultants, have engaged in multiple discussions and have agreed to a fee schedule that will encompass all inspections and related costs and is in the best interest of all parties moving forward.

**NOW, THEREFORE, BE IT RESOLVED**, that:

The Town of Thompson does hereby set the infrastructure inspection fees for the Veria project as follows: Developer (Veria) shall pay to the Town a flat fee of two and one-half percent (2.5%) of the construction costs as are delineated in the approved site plan.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that:

From the 2.5% flat fee, the Town shall apply one and one-half percent (1.5%) of that fee for engineering fees and one percent (1%) for administrative fees.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that:

Should contingencies for each bid package increase the general construction costs to an amount greater than five percent (5%) of that specific bid package; the parties agree to conduct further negotiations for additional inspection fees for the increase in construction costs above 5% of the current bid package, at the discretion of the Town Board.

Furthermore, this agreement has been made in the best interest of all parties to reflect a fee amount that is reasonably related to the actual costs of the inspections and the administrative costs combined. This agreement also allows the Town to lock in flat fees for all engineering services provided to the Town for the aforesaid inspections.

Adopted the 6<sup>th</sup> day of October, 2015.

Moved by: Councilman Scott Mace  
Seconded by: Councilman Peter T. Briggs

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman PETER T. BRIGGS	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman RICHARD SUSH	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman SCOTT MACE	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman JOHN A. PAVESE	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

**6. AUTHORIZE ESCROW AGREEMENT BETWEEN MONTREIGN OPERATING COMPANY, LLC ("MRMI") AND THE TOWN OF THOMPSON FOR THE MONTREIGN RESORT CASINO PROJECT**

Authorize execution of escrow agreement for Montreign Planning Board review fees. Attorney Kay said that the Planning Board is getting ready to execute the final site plans on the Montreign Resort Casino Project. However the applicant was a little behind schedule and needed to catch up. This is an escrow agreement, which basically states whatever escrow fees are not spent shall be returned by the Planning Board. The applicant is also requesting that the Town provide them with invoices for all charges including professional services/consultant fees. The Town can provide the applicant with accountability for all payables/receivables. This agreement is similar to previous agreements when an escrow advance is completed.

**The Following Resolution Was Duly Adopted: Res. No. 315 of the Year 2015.**

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 October 06, 2015

**RESOLUTION TO AUTHORIZE THE SUPERVISOR TO EXECUTE AN ESCROW AGREEMENT WITH MRMI, INC. TO ESTABLISH AN ESCROW ACCOUNT FOR PLANNING BOARD REVIEW FEES FOR THE MONTREIGN CASINO DEVELOPMENT**

**WHEREAS**, on June 03, 2015 EPT Concord II, LLC (“EPT”) acting on behalf of the relevant Master Association, and MRMI/MOC collectively applied, pursuant to Section 250-50D(5) of the Town Code, to the Town Planning Board for a minor amendment to the approved Site Plan to enable the development of the casino and hotel at Adelaar (“Montreign”); and

**WHEREAS**, as a condition of the Site Plan Approval, MRMI/MOC agreed to fund the Town’s expenses associated with the cost of certain professional engineering, legal and other professional services (the “Town’s Consultants”) to review and prepare comments to the proposed amendment, its approval and compliance with conditions, if any, by funding an escrow account with the Town; and

**WHEREAS**, the Town has estimated its costs to conduct the Town Review to be approximately Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars; and

**WHEREAS**, the parties desire to establish an escrow for the purpose of funding the Town Review, a copy of the Escrow Agreement being attached hereto as Schedule “A”.<sup>1</sup>

**NOW, THEREFORE, BE IT RESOLVED**, that:

The Town Board of the Town of Thompson does hereby authorize the Supervisor to execute the attached Escrow Agreement in order to establish an escrow fund in the amount of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars to cover Town expenses for the Town

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<sup>1</sup> ATTACHMENT: SCHEDULE “A” ESCROW AGREEMENT BETWEEN MONTICELLO RACEWAY MANAGEMENT, INC. (“MRMI”), MONTREIGN OPERATING COMPANY, LLC (“MOC”) AND TOWN OF THOMPSON.



**10. DISCUSSION: SULLIVAN RENAISSANCE MUNICIPAL PARTNERSHIP GRANT PROGRAM PARTICIPATION**

Discussion regarding the Sullivan Renaissance Municipal Partnership Grant Program took place. Supervisor Rieber reported on several meetings that he had with Sullivan Renaissance regarding this proposed program. Supervisor Rieber briefly explained the proposed program. A copy of the program information was provided to the Town Board and is available in the Town Clerk's Office for anyone interested in reviewing.

**The Following Resolution Was Duly Adopted: Res. No. 317 of the Year 2015.**

Resolved, that the Town Board of the Town of Thompson hereby authorize participation in the Sullivan Renaissance Municipal Partnership Grant Program, commit the matching funds required and authorize the Town Supervisor to execute Application or other necessary documents.

Moved by: Councilman Pavese                      Seconded by: Councilman Briggs  
Vote: Ayes 5              Rieber, Pavese, Briggs, Sush and Mace  
      Nays 0

**11. DISCUSSION: NYS MUNICIPAL FACILITIES GRANT PROGRAM PARTICIPATION**

Discussion regarding participation in the NYS Municipal Facilities Grant Program through Senator John J. Bonacic's Office took place. The Town could apply for projects at Town Park (Bathrooms, Roof etc.) for a maximum grant of \$100,000.00. A Copy of the application and information was provided to the Town Board and is available in the Town Clerk's Office for anyone interested in reviewing.

**The Following Resolution Was Duly Adopted: Res. No. 318 of the Year 2015.**

Resolved, that the Town Board of the Town of Thompson hereby authorize participation in the NYS Municipal Facilities Grant Program to apply for funding towards Town Park Improvements and authorize the Town Supervisor to execute the grant application or other necessary documents.

Moved by: Councilman Mace                      Seconded by: Councilman Briggs  
Vote: Ayes 5              Rieber, Pavese, Briggs, Sush and Mace  
      Nays 0

**12. SCHEDULE PUBLIC HEARING: PROPOSED LOCAL LAW # 07 OF 2015 – STOP SIGN ON GOLDEN RIDGE ROAD, MONTICELLO**

A Proposed Local Law for a stop sign at the intersection of Golden Ridge Road and Rock Ridge Drive, Monticello at the request of the Highway Superintendent Richard Benjamin was prepared and introduced. The Town Board took action to establish a date for a public hearing on said Proposed Local Law as follows:

**The Following Resolution Was Duly Adopted: Res. No. 319 of the Year 2015.**

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 October 06, 2015

**RESOLUTION TO AUTHORIZE A PUBLIC HEARING FOR THE ADOPTION OF A LOCAL LAW**

**WHEREAS**, there has been introduced at a meeting of the Town Board of the Town of Thompson held on October 06, 2015, a proposed Local Law No. 07 of 2015, entitled "A local law to amend Chapter 235 of the Town of Thompson Code entitled 'Vehicles and Traffic'."

**NOW, THEREFORE, BE IT RESOLVED**, that a public hearing be held on said proposed local law by the Town Board of the Town of Thompson on October 20, 2015 at 7:30 P.M., or as soon thereafter as said public hearing shall be convened, at the Town Hall, 4052 Route 42, Monticello, New York, and at least three (3) days' notice of such public hearing be given by the Town Clerk of the Town of Thompson by due posting thereof on the bulletin board of the Town of Thompson and by publishing such notice at least once in the official newspaper of said Town.

Moved by: Councilman Scott Mace

Seconded by: Councilman Peter T. Briggs

Adopted on Motion October 06, 2015

Supervisor WILLIAM J. RIEBER, JR.	Yes [X ]	No [ ]
Councilman PETER T. BRIGGS	Yes [X ]	No [ ]
Councilman RICHARD SUSH	Yes [X ]	No [ ]
Councilman SCOTT MACE	Yes [X ]	No [ ]
Councilman JOHN A. PAVESE	Yes [X ]	No [ ]

**13. TAX CERTIORI SETTLEMENT: FIRST TRUST CORPORATION, SBL # 52.H.-5-11, 12 & 19**

Attorney Mednick provided a Resolution on the above named property tax settlement proceeding being presented. Attorney Mednick and Assessor Van B. Krzywicki recommended that the settlement be approved as per the provided Resolution. Attorney Mednick explained the settlement agreement. The Town Board took action on the settlement as follows:

**The Following Resolution Was Duly Adopted: Res. No. 320 of the Year 2015.**

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**RESOLUTION AUTHORIZING SETTLEMENT OF A PROCEEDING  
INSTITUTED UNDER ARTICLE 7 OF THE REAL PROPERTY TAX  
LAW AGAINST THE TOWN OF THOMPSON**

WHEREAS, First Trust Corporation has instituted proceedings under Article 7 of the Real Property Tax Law to review the assessment of Tax Map Parcels Section 52.H, Block 5, Lots 11, 12 and 19, and which proceedings are pending in the Supreme Court of the State of New York, County of Sullivan, under Index Nos. 2014-1742 and 2015-1672; and

WHEREAS, the parties have appeared through counsel, to wit, Michael B. Mednick, Esq. on behalf of respondents, and Richard A. Newberg, Esq. on behalf of petitioner; and

WHEREAS, negotiations by and between the parties hereto have produced a proposed settlement of the issues and matters in dispute, and

WHEREAS, the Board previously adopted Resolution No. 320/2015 on October 6, 2015 which approved settlement of the 2014 assessment; and

WHEREAS, the prior Resolution should have included tax years 2014 and 2015, and the current Resolution will correct and replace Resolution No. 320/2015 to include tax year 2015; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to petitioner's **2014 and 2015** assessment, to wit, a reduction in the assessment of petitioner's real property, **SBL 52.H-5-11** from \$60,300.00 to \$38,900.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to petitioner's **2014 and 2015** assessment, to wit, a reduction in the assessment of petitioner's real property, **SBL 52.H-5-12** from \$61,300.00 to \$38,900.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to petitioner's **2014 and 2015** assessment, to wit, a reduction in the assessment of petitioner's real property, **SBL 52.H-5-19** from \$60,900.00 to \$29,100.00; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson as follows:

1. That the settlement of the above referenced proceeding be, and the same hereby is in all respects approved and confirmed.

2. That Michael B. Mednick, Esq., attorney for the Town of Thompson, and Van B. Krzywicki, Assessor, be, and they hereby are authorized, empowered and directed to enter into and execute a formal written stipulation of settlement and to bind the Town thereto, such stipulation to be in form approved by the said attorneys.

3. That said Michael B. Mednick, Esq. and Van B. Krzywicki, Assessor, be, and they hereby authorized and empowered to execute any and all other documents and take such other steps as may be reasonably necessary and incidental to effect and finalize the settlement of the subject proceeding.

Moved by: Councilman Richard Sush  
Seconded by: Councilman Scott Mace  
and a roll call vote thereon as follows:

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

**14. TAX CERTIORI SETTLEMENT: JOSEPH LOUGHLIN & SUZANNE LOUGHLIN, SBL # 119.-3-9**

Attorney Mednick provided a Resolution on the above named property tax settlement proceeding being presented. Attorney Mednick and Assessor Van B. Krzywicki recommended that the settlement be approved as per the provided Resolution. Attorney Mednick explained the settlement agreement. The Town Board took action on the settlement as follows:

**The Following Resolution Was Duly Adopted: Res. No. 321 of the Year 2015.**

**RESOLUTION AUTHORIZING SETTLEMENT OF A PROCEEDING  
INSTITUTED UNDER ARTICLE 7 OF THE REAL PROPERTY TAX  
LAW AGAINST THE TOWN OF THOMPSON**

WHEREAS, Joseph Loughlin and Suzanne Loughlin have instituted proceedings under Article 7 of the Real Property Tax Law to review the assessment of Tax Map Parcel Section 119, Block 3, Lot 9, and which proceeding is pending in the Supreme Court of the State of New York, County of Sullivan, under Index No. 2015-1605; and

WHEREAS, the respondents have appeared through have appeared through counsel, to wit, Michael B. Mednick, Esq., on behalf of respondents, and Billig, Loughlin & Baer, LLP by Joseph P. Loughlin, Esq., on behalf of petitioners; and

WHEREAS, negotiations by and between the parties hereto have produced a proposed settlement of the issues and matters in dispute, and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to petitioners' **2015** assessment, to wit, a reduction in the assessment of petitioners' real property, **SBL 119-3-9** from \$119,800.00 to \$86,240.00.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson as

follows:

1. That the settlement of the above referenced proceeding be, and the same hereby is in all respects approved and confirmed.

2. That Michael B. Mednick, Esq., attorney for the Town of Thompson, and Van B. Krzywicki, Assessor, be, and they hereby are authorized, empowered and directed to enter into and execute a formal written stipulation of settlement and to bind the Town thereto, such stipulation to be in form approved by the said attorneys.

3. That said Michael B. Mednick, Esq. and Van B. Krzywicki, Assessor, be, and they hereby authorized and empowered to execute any and all other documents and take such other steps as may be reasonably necessary and incidental to effect and finalize the settlement of the subject proceeding.

Moved by: Councilman Peter T. Briggs

Seconded by: Councilman Richard Sush

and a roll call vote thereon as follows:

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

**15. TAX CERTIORI SETTLEMENT: ANTHOS HOMES NY LLC, SBL # 109.A.-2-5.12**

Attorney Mednick provided a Resolution on the above named property tax settlement proceeding being presented. Attorney Mednick and Assessor Van B. Krzywicki recommended that the settlement be approved as per the provided Resolution. Attorney Mednick explained the settlement agreement. The Town Board took action on the settlement as follows:

**The Following Resolution Was Duly Adopted: Res. No. 322 of the Year 2015.**

**RESOLUTION AUTHORIZING SETTLEMENT OF A PROCEEDING  
INSTITUTED UNDER ARTICLE 7 OF THE REAL PROPERTY TAX  
LAW AGAINST THE TOWN OF THOMPSON**

WHEREAS, Anthos Homes NY LLC has instituted proceedings under Article 7 of the Real Property Tax Law to review the assessment of Tax Map Parcel 109.A-2-5.12 and which proceeding is pending in the Supreme Court of the State of New York, County of Sullivan, under Index No. 2014-1802; and

WHEREAS, the parties have appeared through counsel, to wit, Michael B. Mednick, Esq. on behalf of respondents, and Scott Russell, Esq. on behalf of petitioner; and

WHEREAS, negotiations by and between the parties hereto have produced a proposed settlement of the issues and matters in dispute, and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to petitioner's 2014 assessment, to wit, a reduction in the assessment of petitioner's real property, **SBL 109.A-2-5.12** from \$179,700.00 to \$135,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson as follows:

1. That the settlement of the above referenced proceeding be, and the same hereby is in all respects approved and confirmed.

2. That Michael B. Mednick, Esq., attorney for the Town of Thompson, and Van B. Krzywicki, Assessor, be, and they hereby are authorized, empowered and directed to enter into and execute a formal written stipulation of settlement and to bind the Town thereto, such stipulation to be in form approved by the said attorneys.

3. That said Michael B. Mednick, Esq. and Van B. Krzywicki, Assessor, be, and they hereby authorized and empowered to execute any and all other documents and take such other steps as may be reasonably necessary and incidental to effect and finalize the settlement of the subject proceeding.

Moved by: Councilman Richard Sush

Seconded by: Councilman Scott Mace

and a roll call vote thereon as follows:

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

#### **16. REQUEST FROM MONTICELLO TEACHERS ASSOCIATION: USE OF TOWN ROADS FOR "TINSEL TROT" 5K RACE**

The Monticello Teachers Association is looking to create and sponsor a 5K Race called the "Tinsel Trot" on December 5<sup>th</sup>, 2015 with the right to a rain date TBD if necessary. John Maranzana on behalf of the Association is requesting permission from the Town of Thompson for the use of certain town roads in the Rock Hill area during the event. A Certificate of Liability Insurance is required. Discussion ensued and action was taken as follows:

#### **The Following Resolution Was Duly Adopted: Res. No. 323 of the Year 2015.**

Resolved, that the Town Board of the Town of Thompson hereby grants The Monticello Teachers Association permission to use certain town roads throughout the Rock Hill

area on December 5<sup>th</sup>, 2015 or with the right of a rain date TBD if necessary for a 5K Race called the "Tinsel Trot".

Moved by: Councilman Pavese

Seconded by: Councilman Briggs

Vote: Ayes 5

Rieber, Pavese, Briggs, Sush and Mace

Nays 0

**17. SCHEDULE PUBLIC HEARING: PROPOSED LOCAL LAW # 08 OF 2015 – TAX LEVY LIMIT OVERRIDE**

Supervisor Rieber said that the Town Board needs to establish a date for a public hearing for a Proposed Local Law to authorize Tax Levy Limit Override for the 2016 Fiscal Year. This Local Law is proposed and adopted each year should the Town go over the NYS required tax levy limit. Supervisor Rieber said that it is not the intent of the Town Board to exceed the tax levy limit, however he is recommending that the Town Board still approve a local law to override the tax levy limit just in case it actually comes in higher after all of the chargebacks from the County are figured in. A copy of the proposed local law was presented to the Town Board for consideration. The Town Board took action to establish a date for a public hearing on said proposed local law as follows:

**The Following Resolution Was Duly Adopted: Res. No. 324 of the Year 2015.**

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 October 06, 2015

**RESOLUTION TO AUTHORIZE A PUBLIC HEARING FOR THE ADOPTION OF A LOCAL LAW**

**WHEREAS**, there has been introduced at a meeting of the Town Board of the Town of Thompson held on October 06, 2015, a proposed Local Law No. 08 of 2015, entitled "A local law to override the tax levy limit established in General Municipal Law §3-c".

**NOW, THEREFORE, BE IT RESOLVED**, that a public hearing be held on said proposed local law by the Town Board of the Town of Thompson on October 20, 2015 at 7:30 P.M., or as soon thereafter as said public hearing shall be convened, at the Town Hall, 4052 Route 42, Monticello, New York, and at least three (3) days' notice of such public hearing be given by the Town Clerk of the Town of Thompson by due posting thereof on the bulletin board of the Town of Thompson and by publishing such notice at least once in the official newspaper of said Town.



**NEW BUSINESS:**

**APPROVAL OF SNOW & ICE CONTRACT WITH COUNTY OF SULLIVAN DIVISION OF PUBLIC WORKS**

**The Following Resolution Was Duly Adopted: Res. No. 327 of the Year 2015.**

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 October 06, 2015

**RESOLUTION AUTHORIZING TOWN OF THOMPSON TO ENTER INTO A CONTRACT WITH THE COUNTY FOR SNOW AND ICE REMOVAL**

RESOLVED, that pursuant to Highway Law Section 135-a providing for snow and ice control on County Roads with the Town, the Supervisor be and he is directed to execute a contract with the County of Sullivan for the Town to undertake and perform snow and ice control on County Roads located in the Town for the period beginning July 1<sup>st</sup>, 2015 and ending June 30<sup>th</sup>, 2018 and any extensions thereof duly authorized as provided in such contract at the rates therein provided or hereafter approved.

Moved by: Councilman Peter T. Briggs  
Seconded by: Councilman John A. Pavese

The members of the Town Board voted as follows:

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

**AUTHORIZATION OF CONSULTING AGREEMENT BETWEEN THE TOWN OF THOMPSON AND CORPORATE PLANS, INC. (CPI-HR) FOR AFFORDABLE HEALTHCARE REPORTING**

Comptroller Gary J. Lasher reported on the new Affordable Healthcare Reporting Requirements by the Federal Government for employers with over 50+ employees. The reporting must be filed by the end of February, 2016. Comptroller Lasher and Supervisor Secretary Karen Schaffer have both attended webinars regarding these new reporting requirements. They also met with representatives from Corporate Plans, Inc. (CPI-HR) regarding these new reporting requirements. (CPI-HR) provided a proposal for these professional services along with a 1-year agreement. Comptroller Lasher said that this reporting is too extensive to be handled in-house and is way beyond our capabilities. He further explained what the reporting information entailed. Comptroller Lasher is recommending that the Town Board consider the proposal and authorize the proposed agreement as presented. After further discussion, action was taken to approve the agreement as follows:



- Water & Sewer Department Employees Nolan Mitchell and Dylan Saunderson both passed the first course required as part of their Operators License. Supt. Culligan said that once they pass all three parts they would be qualified to take the NYS exam.
- Annual Village of Monticello Halloween Parade on Saturday, October 31<sup>st</sup>, 2015, lineup 12PM, parade 1PM, trunk or treat event following parade with event ending at 5PM.

**PUBLIC COMMENT:**

There was no public comment.

**ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION**

- October 13<sup>th</sup>: Budget Work-Session @ 5PM.
- October 17<sup>th</sup>: Fall Shred Day Event, Saturday, 9AM to 12PM in Town Hall Parking Lot.
- October 20<sup>th</sup>: Budget Work-Session @ 5PM.
- October 20<sup>th</sup>: Regular Town Board Meeting @ 7:30 PM.
- October 20<sup>th</sup>: Public Hearing – Proposed Local Law #7 of 2015 – Stop Sign on Golden Ridge Road, Monticello @ 7:30 PM.
- October 20<sup>th</sup>: Public Hearing – Proposed Local Law #8 of 2015 – Tax Levy Limit Override for FY 2016 @ 7:30 PM.
- November 4<sup>th</sup>: Regular Town Board Meeting @ 7:30 PM (Note: Change of Date).
- November 4<sup>th</sup>: Public Hearing – 2016 Preliminary Budget @ 7:30 PM.

**EXECUTIVE SESSION**

On a motion made by Councilman Sush and seconded by Councilman Mace the Town Board entered into Executive Session at 8:35 PM with Town Attorney Michael B. Mednick to discuss Collective Bargaining Negotiations for the Highway, Water & Sewer and Parks & Recreation Departments.

On a motion made by Councilman Briggs and seconded by Councilman Pavese the Town Board returned from Executive Session and reconvened the Town Board meeting at 10:30 PM. No further action was taken.

**RECESSED**

On a motion made by Councilman Briggs and seconded by Councilman Pavese the meeting was recessed at 10:31 PM until the Budget Work-Session on October 13<sup>th</sup>, 2015 at 5PM.

**Respectfully Submitted By:**



**Marilee J. Calhoun, Town Clerk**

SCHEDULE "A"

**ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT (the "Escrow Agreement")** is made and entered into this \_\_\_ day of September, 2015 among MONTICELLO RACEWAY MANAGEMENT, INC., a New York corporation having its principal office at 204 State Route 17B, P.O. Box 5013 Monticello, New York 12701 ("MRMI"), MONTREIGN OPERATING COMPANY, LLC, a New York limited liability company having its principal office at 204 State Route 17B, P.O. Box 5013 Monticello, New York 12701 ("MOC") ("MRMI" and "MOC" are collectively referred to herein as "MRMI/MOC"), and the Town of Thompson, Town of Thompson Town Hall, 4052 Route 42, Monticello, New York 12701 (the "Town" or "Escrow Agent") (collectively known as the "Parties").

**WITNESSETH**

**WHEREAS**, on June 3, 2015, EPT Concord II, LLC ("EPT"), acting on behalf of the relevant Master Association, and MRMI/MOC collectively applied, pursuant to Section 250-50D(5) of the Town Code, to the Town Planning Board for a minor amendment to the approved Site Plan (the "Proposed Amendment"), to enable the development of the Casino and Hotel at Adelaar ("Montreign"); and

**WHEREAS**, as a condition of the Site Plan Approval, MRMI/MOC agreed to fund the Town's expenses associated with the cost of certain professional engineering, legal, and other professional services (the "Town's Consultants") to review and prepare comments to the Proposed Amendment, its approval and compliance with conditions, if any (the "Town Review") by funding an escrow account with the Town; and

**WHEREAS**, the Town has estimated its costs to conduct the Town Review to be approximately \$25,000; and

**WHEREAS**, the Parties desire to establish an Escrow for the purpose of funding the Town Review in accordance with the terms hereof.

**NOW, THEREFORE**, in consideration of the recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In furtherance of the aforementioned, the Parties hereby agree that MRMI has delivered and deposited with Escrow Agent, together with an executed copy of this Escrow Agreement, the amount of TWENTY FIVE THOUSAND Dollars (\$25,000.00) (the "Escrow Funds") to pay for the cost of the Town Review.

2. The Town, acting as Escrow Agent, agrees to deposit the Escrow Funds in an official bank account of the Town (the "Escrow Account") for the purpose of using said funds only for the payment of the Town Consultants with respect to the Town Review of the Proposed Amendment, and to hold and disburse said funds, and any

interest earned thereon, if any, as hereinafter provided.

3. The Parties agree that the Escrow Agent shall hold, disburse and release the Escrow Funds from the Escrow Account to pay for the Town Review of the Work, which is defined and described in Exhibit A. The costs of the Town Review shall be paid for and discharged solely from the Escrow Funds held by Escrow Agent from time to time upon submittal to Escrow Agent by the Town's Consultants of invoices evidencing such costs and expenses, and after approval by MRMI/MOC, in accordance with Paragraph 5 below. Escrow Agent shall remit payment of all approved costs within thirty (30) days of receipt of approval from MRMI/MOC of such invoice(s).

4. On or about thirty (30) days from the date of this Escrow Agreement, and every thirty (30) days thereafter, the Town shall provide MRMI/MOC with invoices from the Town's Consultants reasonably sufficient to demonstrate that all expenses and costs of such Town's Consultants were associated with the Town's Review of the Proposed Amendment, including, (i) descriptions of all work performed on a daily basis, (ii) total time spent performing such work on a daily basis, (iii) the charge for such work, including individual billing rates, (iv) a particular statement of any disbursements charged, and (v) the total fees charged for each bill or invoice. The Escrow Agent shall also provide to MRMI/MOC, every thirty (30) days, proof of payment made to the Town's Consultants. In the event that MRMI/MOC disputes an expense or cost of any of the Town's Consultants, MRMI/MOC shall make a written objection to the Town within seven (7) days of MRMI/MOC's receipt of such invoice. If a written objection is made by MRMI/MOC, the Town may pay any undisputed or disputed portion of such invoice, subject to a future credit against the Town Consultant's next invoice if it is determined that the disputed portion of the such invoice should not have been paid. In the event of a disputed payment, the Town, the Town's Consultants, and MRMI/MOC (or its consultant(s)), as the case may be, shall affirmatively seek to resolve said disagreement in good faith in a timely manner.

5. If at the conclusion of the Town Review, a portion of the Escrow Funds remain in Escrow Account after all Town's Consultants invoices have been paid, Escrow Agent shall return the excess portion of the Escrow Funds to MRMI/MOC.

6. The Parties hereto covenant and agree that in performing any of its duties under this Escrow Agreement, the Town, to the extent it is acting as Escrow Agent, shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, the Town, to the extent it is acting as the Escrow Agent, shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities, or (ii) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in this Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or

presented by a proper person or persons and to conform with the provisions of this Escrow Agreement.

7. The Parties hereby agree to indemnify and hold harmless the Town, to the extent it is acting as Escrow Agent, against any and all losses, claims, damages, liabilities and expenses, including without limitation, reasonable costs of investigation and attorneys' fees and disbursements which may be imposed upon or incurred by the Escrow Agent in connection with its serving as the Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

8. In the event of a dispute between the Parties, the Town, to the extent it is acting as Escrow Agent, shall, in its sole discretion, be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged.

9. This Escrow Agreement may be executed in multiple counterpart signature pages (original, facsimile, or scanned electronic version) which taken together shall constitute a single document.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

(Signatures on following page - Town of Thompson Planning Board Escrow)

(Signature Page – Town of Thompson Planning Board Escrow)

MONTICELLO RACEWAY MANAGEMENT,  
INC.

  
BY: JOSEPH D'AMATO, CHIEF EXECUTIVE  
OFFICER

MONTREIGN OPERATING COMPANY, LLC

BY: EMPIRE RESORTS, INC., SOLE MEMBER

  
BY: JOSEPH D'AMATO, PRESIDENT

TOWN OF THOMPSON:

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

\_\_\_\_\_  
NAME: WILLIAM J. RIEBER, JR.,

TITLE: TOWN SUPERVISOR, TOWN OF THOMPSON

# TOWN OF THOMPSON

## Voucher Detail Report

Voucher No.	Stub-Description	Req. No.	Recur Months	Refund Year	Taxable	Vendor Code	Vendor Name	Ordered By	Fisc Year	Check ID	Check No.	Check Date	Disc. %	Pay Due	Approved
Voucher Date	Batch	Invoice No.	Req. No.	Refund Year	Taxable	PO No.	PO Date	Approved By	Period	Contract No.	Check No.	Check Date	Disc. %	Non Disc.	Cash Account

I hereby certify that the vouchers listed on the attached abstracts of prepaid and

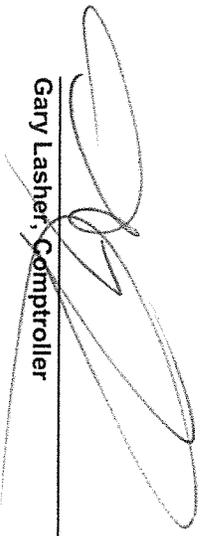
claims payable have been duly audited and are presented for payment to the Town

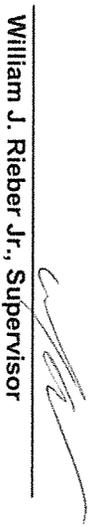
Board of the Town of Thompson at the regular meeting there of, held on the 6<sup>th</sup> day

of Oct 20<sup>15</sup> in the amounts respectively specified. Authorization is hereby

given and direction is made to pay each of the claimants in the amount as specified

upon each claim stated.

  
 Gary Lasher, Comptroller

  
 William J. Rieber Jr., Supervisor

# TOWN OF THOMPSON

## Voucher Detail Report

Voucher No.	Sub-Description	Req. No.	Req. Date	Vendor Code	Vendor Name	Ordered By	Fisc Year	Check ID	Voucher Amt.	Check No.	Check Date	Pay Due	Approved
Invoice Date	Batch Invoice No.	Recur Months	Refund Year	PO No.	Ref No	Approved By	Period	Contract No.	Outstanding	Disc. %	Non Disc.	Cash Account	Disc. Amt.
***** Direct Pay *****													
Fund													Total
SL8 - CONGERO ROAD LIGHTING			TOWN						0.00			0.00	193.46
SL9 - YESHIVAKIAM LIGHTING DISTRICT			TOWN						0.00			0.00	1,380.94
SRH - ROCK HILL AMBULANCE DIST			TOWN						0.00			0.00	7,213.91
SSA - ANAWANA SEWER DISTRICT			TOWN						0.00			0.00	2,806.50
SSC - COLD SPRING SEWER			TOWN						0.00			0.00	46.19
SSD - DILLON SEWER DISTRICT			TOWN						0.00			0.00	1,755.70
SSG - EMERALD GREEN SEWER			TOWN						0.00			0.00	59,263.12
SSH - HARRIS SEWER DISTRICT			TOWN						0.00			0.00	15,132.36
SSK - KIAMESHA SEWER DISTRICT			TOWN						0.00			0.00	65,897.37
SSM - MELODY LAKE SEWER DISTRICT			TOWN						0.00			0.00	4,889.90
SSR - ROCK HILL SEWER DISTRICT			TOWN						0.00			0.00	1,170.11
SSS - SACKETT LAKE SEWER DISTRICT			TOWN						0.00			0.00	20,099.15
SWC - COLD SPRING WATER			TOWN						0.00			0.00	11,090.26
SWD - DILLON WATER DISTRICT			TOWN						0.00			0.00	649.89
SWK - KIAMESHA RT42 WATER			TOWN						0.00			0.00	325.94
SWL - LUCKY LAKE WATER DISTRICT			TOWN						0.00			0.00	602.50
SWM - MELODY LAKE WATER			TOWN						0.00			0.00	634.02
T - TRUST & AGENCY FUND			TOWN						0.00			0.00	183,363.57
<b>Grand Totals</b>									0.00			0.00	1,234,643.18
<b>Grand Total Regular, Prepaid, Wire Transfer and Direct Pay</b>									0.00			0.00	1,234,643.18