

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 **November 04, 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
James Carnell Jr., Building, Planning & Zoning Director

CHANGE OF MEETING DATE: This meeting was originally rescheduled from Tuesday, November 3rd to Wednesday, November 4th due to Election Day. Town Clerk Marilee J. Calhoun advised that notice of this change was duly published in the Sullivan County Democrat on October 27, 2015 with the same being posted at the Town Hall on October 07, 2015. Notice was also sent to the news media and posted on the Towns website.

PUBLIC HEARING: 2016 FISCAL YEAR PRELIMINARY BUDGET

Supervisor Rieber opened the Public Hearing at 7:32 PM.

Town Clerk, Marilee J. Calhoun read the legal public notice and stated that she had an original affidavit of publication. Notice of said hearing was duly published in the Sullivan County Democrat on October 30, 2015 with same being posted at the Town Hall on October 27, 2015.

Supervisor Rieber provided an overview of the Proposed Preliminary Budget. His presentation is as follows:

- The 2016 budget appropriations including all sewer and water districts are \$13.2 m and increase of +/- \$275,000 over 2015.
- We are budgeting \$6.74 m in payroll costs including \$1.96 m in health insurance costs which is 52% of all appropriations.
- There are 3.29 m in special districts being billed on the tax bill for Fire, EMS and library.
- The tax rate is up 1.1% which is under the tax cap.
- We have 19.7 % tax exempt properties slightly less than the County total of 19.9%. This includes government building assessments.
- Costs for highway department are 5.504M up about \$275,000 from 2015.
- Additional staffing in Building Department, Justice Court and Water & Sewer Department.

Supervisor Rieber asked if the Board had any comments. The Board had no comments.

Supervisor Rieber asked if anyone from the public would like to be heard on this matter. There were no public comments made.

After an opportunity for all persons to be heard Supervisor Rieber entertained a motion that the public hearing be closed.

A motion to close the Public Hearing at 7:39 PM was made by Councilman Briggs and seconded by Councilman Pavese.

REGULAR MEETING – CALL TO ORDER

Supervisor Rieber opened the meeting at 7:40 PM with the Pledge to the Flag. He welcomed the Participation in Government Students to the meeting.

MONTHLY REPORTS FOR OCTOBER 2015 RECEIVED AND FILED

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

APPROVAL OF MINUTES:

On a motion made by Councilman Pavese and seconded by Councilman Mace the minutes of the October 20th, 2015 Special Town Board Meeting and Budget Work-Session were approved as presented.

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

On a motion made by Councilman Briggs and seconded by Councilman Pavese the minutes of the October 20th, 2015 Regular Town Board Meeting were approved as presented.

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

On a motion made by Councilman Mace and seconded by Councilman Sush the minutes of the October 28th, 2015 Special Town Board Meeting and Budget Work-Session were approved as presented.

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

PUBLIC COMMENT:

There was no public comment.

CORRESPONDENCE:

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

- 1) Letter dated 10/20/15 from Town Clerk Calhoun to Mr. Edward McAndrew, P.E., Commissioner, SC DPW regarding Snow & Ice Control Contract and Resolution No. 327 of 2015.
- 2) Letter dated 10/28/2015 from Town Clerk Calhoun to Lebaum Company, Inc. regarding a Notice of Claim on James Carr vs. County of Sullivan, et al, Date of Loss: 07/28/2015.
- 3) Letter dated 10/28/2015 from Town Clerk Calhoun to Lebaum Company, Inc. regarding a Verified Answer, Demand for a Verified Bill of Particulars and Combined Demand for Discovery as to All Parties on Nereida Balotti vs. County of Sullivan, Town of Thompson, Hamlet of Rock Hill and Town of Thompson Highway Department, Date of Loss: 08/30/2014. The Notice of Claim and Summons was filed previously.
- 4) Letter dated 10/30/2015 from Jamie McGee, Accounting Time Warner Cable to Supervisor Rieber enclosing check for the franchise fee payment including the calculation report for the 3rd Quarter, 2015 period of July 1st – September 30th, 2015. Check # 0004430935 dated 10/19/15 made payable to the Town of Thompson in the amount of \$41,063.46. The 3rd quarter 2014 franchise fees were \$39,408.99.
- 5) Letter dated 10/24/2015 from Roger Betters, Co-Chair, Columbia Hill Neighborhood Alliance to Mrs. Patrice Chester, Chairwoman, Town of Thompson Planning Board regarding concerns with respect to the recent activity at the proposed Gan Eden Development Project site. This letter was copied to various other local area representatives.
- 6) Letter dated 10/26/2015 sent via email on 10/26/2015 from Toby L. Boritz to Patrice Chester, Chair, Town of Thompson Planning Board and Members and Paula E. Kay, Esq., Deputy Town Attorney regarding Questionable Validity of Gan-Eden's Site Plan Map, SBL # 2.-1-6.3. This letter was copied to various other local area representatives.
- 7) Letter dated 11/01/2015 sent via email on 11/01/2015 from Toby L. Boritz to Supervisor Rieber and Town Board with comments regarding JJCS, LLC Zone Change Request for SBL # 1.-1-4.2 (78.56 Acres) & SEQRA Regulations.
- 8) Letter dated 10/28/2015 from Freda Eisenberg, Commissioner, Sullivan County Division of Planning and Environmental Management to Supervisor Rieber regarding Agricultural District #4 Inclusion – Monticello Greenhouse, SBL # 23.-1-21.1. This letter was copied to other Town and County Representatives.
- 9) Letter dated 10/28/2015 from Mary Paige Lang-Clouse, Director of the Ethelbert B. Crawford Public Library to Supervisor Rieber providing a copy of the 2016 Library Budget that was adopted including the tax rate percentages for all three towns in the Library District. This letter was also copied to Town Clerk Marilee J. Calhoun and Comptroller Gary J. Lasher.

AGENDA ITEMS:

1. ACTION: ADOPTION OF THE 2016 FISCAL YEAR FINAL TOWN BUDGET

The Following Resolution Was Duly Adopted: Res. No. 350 of the Year 2015.

Resolved, that the 2016 Fiscal Year Final Budget as filed in the Town Clerk's Office be adopted as presented. A copy of the Adopted Budget is hereby appended to these minutes.¹

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

**2. ACTION: ANNEXATION PETITION YESHIVA BETH JOSEPH ZVI DUSHINSKY,
SBL #'S 29.-2-7.1 & 8**

The Following Resolution Was Duly Adopted: Res. No. 351 of the Year 2015.

**FINDINGS, RESOLUTION AND ORDER OF THE
TOWN OF THOMPSON PURSUANT TO
ARTICLE 17 OF THE NEW YORK STATE
GENERAL MUNICIPAL LAW**

A petition ("Petition") having been filed by Yeshiva Beth Joseph Zvi Dushinsky for an annexation of certain property in the Town of Thompson ("Town") to the Village of Monticello ("Village"), and a joint public hearing of the government Boards of the Town and the Village having been held on September 1, 2015 in accordance with Section 705 of the General Municipal Law of the State of New York, the Town Board of the Town hereby makes the following findings and thereupon adopts the following resolutions and order based upon such findings, all in accordance with Section 711 of the General Municipal Law of the State of New York.

FINDINGS

1. The Petition of Yeshiva Beth Joseph Zvi Dushinsky (hereinafter the "Petitioner") dated May 15, 2015 for the annexation of the following Town Tax Parcels to the Village:

Section 29, Block 2, Lot 7.1
Section 29, Block 2, Lot 8

was filed in the offices of the Town Clerk of the Town being perfected and finalized on July 7, 2015. A copy of the Petition is attached hereto as Exhibit A.²

2. Pursuant to the provisions of Section 704 of the General Municipal Law of the State of New York (hereinafter the "General Municipal Law"), the Town caused notice of the required joint public hearing on the Petition to be published in the Sullivan County Democrat, the official newspaper of the Town, on August 11, 2015.

3. Pursuant to the provisions of Section 704 of the General Municipal Law of the State of New York, the Village caused notice of the required joint public hearing on the Petition to be published in the Sullivan County Democrat, the official newspaper of the Village, on August 11,

¹ ATTACHMENT: 2016 FISCAL YEAR ADOPTED BUDGET.

² ATTACHMENT: EXHIBIT "A" ANNEXATION PETITION – YESHIVA BETH JOSEPH ZVI DUSHINSKY PROPERTY, SBL #'S 29.-2-7.1 AND 29.-2-8.

2015.

4. On August 11, 2015, the Town caused a copy of the notice of joint public hearing to be mailed to the Petitioner (the Petitioner allegedly being the sole owner of property within the territory proposed to be annexed). Likewise, the Village mailed a copy of the notice to Petitioner.

5. The joint public hearing of the Village and Town, as the two (2) governing boards of the involved municipalities, was held at the Thompson Town Hall on September 1, 2015 in accordance with the notices as published and mailed.

6. In attendance at the joint hearing were (i) the Mayor and four (4) Trustees of the Village, the attorney for the Village; and (ii) the Town Supervisor and four (4) members of the Town Board, the attorney for the Town, and the Town Clerk.

7. Douglas Solomon, Mayor of the Village, presided at the hearing by agreement of the members of the participating Boards.

8. The attorney for the Town confirmed at the outset of the joint public hearing that (i) the required notices of public hearing for the Town have been published in a timely fashion as indicated above, (ii) the hearing was being held within the time period required, and (iii) the Town Clerk has certified in writing that the mailing of notices to the Petitioner had been accomplished as required. The attorney for the Village similarly confirmed the Village's procedural compliance as to the holding of the public hearing and the notice and mailing requirements therefor.

9. The attorney for the Town has advised the Town Board as to his review of the Petition and his determination that the Petition appears to be compliant with the spirit and substance of Section 703 of the General Municipal Law. Accordingly, the Town hereby determines that the Petition substantially complies in form and content with the provisions of Article 17 of the General Municipal Law, and specifically finds that:

(i) The Petition appears to have been properly signed as provided by Section 703 of the General Municipal Law of the State of New York, that being only the Petitioner, the sole owner of all property within the territory, who are thereby fully qualified as the signatories of the Petition;

(ii) The Petition has attached thereto the required certificate of the assessor responsible for the preparation of the assessment roll certifying the foregoing; and

(iii) The signatures of the Petition appear to have been properly authenticated as required.

10. The Town Board, in performing the lead agency function for the environmental review of this action, and in accordance with Article 8 of the New York State Environmental Conservation Law - the State Environmental Quality Review Action ("SEQR") hereby adopt a

negative determination of environmental significance (“Negative Declaration”) in accordance with SEQR for the proposed annexation, and determines that an Environmental Impact Statement is not required.

11. The Town Board of the Town of Thompson hereby makes these findings and a determination in accordance with Section 711 of the General Municipal Law of the State of New York that the proposed annexation shall allow for development of the parcel of land subject to the Petition and the parcels lying westerly thereof, also owned by the Petitioner, in a more efficient manner than if the parcel was in two (2) municipalities, each with separate zoning laws and planning boards and; that the parcel subject to the Petition will be offered the opportunity to obtain Village waste and sewer services.

RESOLUTIONS

NOW, THEREFORE, based upon all of the foregoing findings, it is hereby:

RESOLVED, that Petitioner’s Petition substantially complies in form and content with Article 17 of the General Municipal Law; and it is further

RESOLVED, that the proposed annexation described in said Petition is hereby deemed to be in the overall public interest; and it is further

RESOLVED, that the proposed annexation as described in said Petition is hereby approved by the Town Board of the Town of Thompson.

ORDER

IT IS HEREBY ORDERED, that copies of the foregoing findings, resolutions and determinations set forth therein, all of which are hereby incorporated by reference into this Order, together with the Petition, notice of public hearing, and testimony and minutes of proceedings taken and kept on the hearing, be filed in the offices of the clerks of the Village and Town as the affected local governments.

Motion by: Councilman Richard Sush

Seconded by: Councilman Scott Mace

Adopted the 4th day of November, 2015.

Roll Call Vote:	Supervisor William J. Rieber, Jr. -	Aye
	Councilman Peter T. Briggs -	Aye
	Councilman Richard Sush -	Aye
	Councilman Scott Mace -	Aye
	Councilman John A. Pavese -	Aye

8. BOARD OF ASSESSMENT REVIEW APPOINTMENT – DANIEL BRIGGS: TERM EXPIRES 09/30/2020

The Following Resolution Was Duly Adopted: Res. No. 357 of the Year 2015.

Resolved, that Daniel L. Briggs hereby be appointed to the Board of Assessment Review with a term to expire on September 30, 2020.

Motion by: Councilman Pavese Seconded by: Councilman Mace

Vote: Ayes 4 Rieber, Pavese, Sush and Mace

Nays 0

Recused 1 Briggs

ACCEPTANCE OF RESIGNATION FROM JAMES CARNELL, JR. AS ZONING BOARD MEMBER AND CHAIRPERSON

Mr. James Carnell, Jr. submitted his letter of Resignation as a Town of Thompson Zoning Board of Appeals Member and Chairperson due to his acceptance as the Director of Building, Planning and Zoning for the Town of Thompson. The Town Board has acknowledged and accepted his formal resignation.

APPOINTMENT OF CHAIRPERSON TO THE ZONING BOARD OF APPEALS – RICHARD MCCLERNON

The Following Resolution Was Duly Adopted: Res. No. 358 of the Year 2015.

Resolved, that Richard McClernon is hereby appointed as the Zoning Board of Appeals Chairperson for the Town of Thompson Zoning Board of Appeals for the remainder of the Year 2015.

Moved by: Councilman Mace Seconded by: Councilman Briggs

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

Nays 0

APPOINTMENT OF BRIAN SOLLER, MEMBER TO THE ZONING BOARD OF APPEALS TO FILL UNEXPIRED TERM OF JAMES CARNELL, JR.

The Following Resolution Was Duly Adopted: Res. No. 359 of the Year 2015.

Resolved, that Brian Soller be appointed as a Member to the Zoning Board of Appeals to fill the unexpired term of James Carnell, Jr. with the term to expire December 31, 2018. Appointee shall attend all necessary training to be able to serve.

Moved by: Councilman Mace Seconded by: Councilman Sush

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

Nays 0

Supervisor Rieber said by appointing Brian Soller as a Member to the Zoning Board of Appeals it creates an Alternate Member Vacancy since Brian Soller previously served as an Alternate Member. The Town Board will consider recommendations for this appointment to be made at the Organizational Meeting.

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 November 4,
2015

**RESOLUTION ACCEPTING ROADS, EASEMENTS, UTILITIES AND OTHER
PUBLIC IMPROVEMENTS CONSTRUCTED IN CONNECTION WITH THE GOLDEN
RIDGE HOUSING PROJECT TOGETHER WITH SECURED LETTER OF CREDIT**

WHEREAS, Warwick Properties, Inc. (hereinafter "Applicant") had previously made application to the Town of Thompson Planning Board to approve a Subdivision and Site Plan for the development of affordable housing for Seniors, Veterans and Workforce Housing (hereinafter "Golden Ridge Apartments"); and

WHEREAS, the Town of Thompson Planning Board granted final approval of the aforesaid Site Plan on November 18, 2013, subject to and conditioned upon fulfillment of the conditions set forth in the aforementioned Resolution, and subject to certain improvements being made and constructed as set forth in the aforesaid Subdivision Map and Site Plan, including dedication of the roads, all in accordance with the Town of Thompson Subdivision Regulations, Zoning Code, Highway Specifications and Rules and Regulations of the Town Code; and

WHEREAS, the Applicant has tendered to the Town of Thompson the following documents: Two (2) Irrevocable Offers of Dedication, both dated May 22, 2014, which include dedication of a 50' wide Right-of-Way/Access Easement for road sections A-1 and A-2, which were both recorded in the Sullivan County Clerk's Office on June 3, 2014 as Instrument Nos. 2014-3405 and 2014-3406; original Deed dated October 21, 2015 for road dedication of Golden Ridge Drive executed by Warwick Properties, Inc., together with accompanying TP-584 and RP-5217, original Deed dated October 21, 2015 for road dedication of Golden Ridge Drive executed by Rayhar LLC, together with accompanying TP-584 and RP-5217, and copies of the following easements to the Town, all of which were recorded in the Sullivan County Clerk's Office prior to dedication:

- A. Proposed 50 foot wide Access Easement to SBL 13-3-40.1 (Instrument No. 2014-3397, recorded June 3, 2014);
- B. Drainage Easement and Construction and Maintenance Agreement (Instrument No. 2014-3398, recorded June 3, 2014);
- C. Pump Station Easement Agreement (Instrument No. 2014-3402, recorded June 3, 2014);
- D. Right of Way, Construction and Maintenance Agreement 1 (Instrument No. 2014-3399, recorded June 3, 2014);
- E. Right of Way, Construction and Maintenance Agreement 2 (Instrument No. 2014-3401, recorded June 3, 2014);
- F. 20 foot wide Sewer Easement along existing sewer force main (Instrument No. 2014-

- 3404, recorded June 3, 2014);
- G. 15 foot wide Sewer Easement along existing sewer main (Instrument No. 2014-3403, recorded June 3, 2015);
 - H. Conservation Area & Easement Agreement for Conservation Areas C, D, E and F (Instrument No. 2014-3400, recorded June 3, 2014)
 - I. Original Commitment of Title Insurance issued by Stewart Title Insurance Company bearing Title No. 14-CSU-47996; Letter of Credit in the amount of \$72,000.00 for security for the dedicated roadway for one year after dedication; and

WHEREAS, the Town Board has determined it is in the best interest of the residents of the Town of Thompson, particularly the residents of the newly established Golden Ridge Apartments, to accept the roads, easements, utilities and other public improvements that have been constructed in accordance with the original Subdivision and Site Plan approvals; and

WHEREAS, it is a requirement of the Town of Thompson that Warwick Properties, Inc. is required to guarantee that the quality and workmanship of the improvements accepted by the Town will be free from defects in materials and workmanship for a period of one year from the date of acceptance by the Town; and

WHEREAS, to guarantee the quality and workmanship of the public improvements, Warwick Properties, Inc. has provided the Town with a Secured Letter of Credit issued by Sterling National Bank, in favor of the Town of Thompson in the principal amount of \$72,000.00, a copy of which is attached hereto .

NOW, THEREFORE, BE IT RESOLVED, that:

1. The recitations set forth are incorporated in this Resolution as if fully set forth and adopted herein.
2. The Town Board hereby determines that it is in the best interest of the residents of the Town of Thompson and particularly the residents of the Golden Ridge Apartments to accept the road known as Golden Ridge Drive and related easements, utilities and other public improvements made and constructed in connection with the Golden Ridge Subdivision, and the Town Board hereby accepts same upon delivery of the original Letter of Credit above mentioned.
3. The Town Board authorizes the Supervisor to execute any and all documents and take whatever steps are necessary to have the roadway dedication Deed recorded with the Sullivan County Clerk upon a determination that the aforesaid documents are delivered free and clear of any liens or encumbrances and are otherwise in compliance with the Town's Subdivision Regulations, Zoning Code, Highway Specifications and Rules and Regulations of the Town Code.
4. The Town Board hereby consents that the Superintendent of Highways make an Order laying out the lands described in the aforesaid Dedication for public highway purposes in accordance with the provision of the Highway Law and other statutes applicable thereto, and the Town Attorney shall record the Deeds at the developer's expense.

³ ATTACHMENT: SECURED LETTER OF CREDIT ISSUED BY STERLING NATIONAL BANK.

Adopted the 4th day of November, 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 <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"/>

Councilman Mace Recused himself from the next matter since he owns property along the Deerfield Court Roadway and felt that it might be considered a conflict of interest.

13. DEERFIELD COURT ROAD DEDICATION

Attorney Mednick explained the presented Resolution to accept and dedicate the Deerfield Court Roadway, Rock Hill and action was taken as follows:

The Following Resolution Was Duly Adopted: Res. No. 362 of the Year 2015.

Resolution No. 362 of 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 November 04,
2015

RESOLUTION TO ACCEPT DEDICATION AND CONSENTING TO HIGHWAY SUPERINTENDENT LAYING OUT PUBLIC HIGHWAY

WHEREAS, on October 12, 2006, the Town of Thompson Planning Board approved a certain revised subdivision plot entitled “Emerald Green Townhouses Section “A”” which map is filed in the Sullivan County Clerk’s Office on 10/12/2006 as Map No. 10-379-A&B; and

WHEREAS, Jada Developers, LLC (Jada) has delivered a dedication and release (deed) wherein said owner of lands and easements described therein have released same to the Town of Thompson and its Highway Superintendent for public highway purposes; and

WHEREAS, said Jada has delivered a proposed deed to the Town of Thompson for the subdivision road and related easements; and

WHEREAS, said Jada has entered into an agreement with the Town of Thompson dated August 18, 2015 to release Sixty Thousand and 00/100 (\$60,000.00) Dollars previously held in escrow by the Town, to the Town, to allow for all remaining improvements to be made to the subdivision road by the Town; and

WHEREAS, the Town has made all required improvements to the road Deerfield Court and same is currently up to Town of Thompson standards for use as a public highway; and

WHEREAS, the Town Board has reviewed the documentation submitted and finds it in the public interest to accept this road and related improvements.

NOW, THEREFORE, BE IT RESOLVED, that:

The Town Board hereby accepts the dedication of Deerfield Court and hereby accepts the proffered deeds.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that:

The Town Board hereby consents that the Superintendent of Highways of the Town of Thompson make an order laying out the lands described in the aforesaid dedication for public highway purposes in accordance with the provisions of the Highway Law.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that:

The Town Supervisor be authorized to sign any and all transfer documents to allow the dedication deed to be recorded in the Sullivan County Clerk’s Office.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that:

The dedication deed shall be filed in the Office of the Clerk of the Town of Thompson, following recording in the Sullivan County Clerk’s Office.

Adopted the 4th day of November, 2015.

Moved by: Councilman Richard Sush
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 type="checkbox"/> No <input type="checkbox"/> Abstained
Councilman JOHN A. PAVESE	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

14. BILLS OVER \$1,250.00 – WATER & SEWER DEPARTMENT

The Following Resolution Was Duly Adopted: Res. No. 363 of the Year 2015.

Resolved, that the following bills over \$1,250.00 for the Water & Sewer Department be approved for payment as follows:

Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on November 04,
2015

**RESOLUTION TO AUTHORIZE ENTRY INTO AN AGREEMENT BETWEEN
MONTICELLO RACEWAY MANAGEMENT, INC. AND THE TOWN OF THOMPSON
FOR PERMIT FEES FOR THE MONTREIGN RESORT**

WHEREAS, in December of 2014 the Gaming Facility Location Board announced that it would recommend to the New York State Gaming Commission (NYSGC) that a gaming license be awarded to MRMI; and

WHEREAS, there have been many unexpected delays by NYSGC in awarding the gaming license but despite those delays MRMI continues to move forward with construction of the project; and

WHEREAS, on July 22, 2015 the Town Planning Board adopted a Resolution approving a minor amendment to the previously approved site plan enabling MRMI to develop the casino and hotel at Adelaar; and

WHEREAS, consistent with Sections 108-4 and 250-52.1 of the Town Code, building permit inspection fees are required to be paid to the Town as part of its authorization to proceed with said construction; and

WHEREAS, it is the intention of the parties to set these permit and inspection fees pursuant to the attached agreement so there are no questions, issues or cost overruns going forward for all the parties.⁵

NOW, THEREFORE, BE IT RESOLVED, that:

The Town Board agrees with the terms and conditions as specifically set forth in the agreement between MRMI and the Town regarding the setting of permit fees for the construction of the Montreign Casino & Hotel at Adelaar.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that:

The Supervisor is authorized to sign the aforementioned agreement between MRMI and the Town of Thompson and provide a fully executed copy to the Town Clerk.

Adopted the 4th day of November, 2015.

Moved by: Councilman Richard Sush
Seconded by: Councilman Peter T. Briggs

⁵ ATTACHMENT: AGREEMENT BETWEEN "MRMI/MOC" AND THE TOWN OF THOMPSON.

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"/>

6A. AUTHORIZE PROFESSIONAL SERVICES AGREEMENT BETWEEN MH&E CONSULTING ENGINEERS AND THE TOWN OF THOMPSON FOR PAYMENT SCHEDULE FOR CONSTRUCTION OBSERVATION FOR THE MONTREIGN RESORT CASINO PROJECT

Attorney Kay explained the proposed Professional Services Agreement with McGoey, Hauser & Edsall Consulting Engineers fixing the amounts payable by the Town for construction observation for the building, site and infrastructure work for the MRMI Montreign Resort Casino and Hotel Project. Discussion took place regarding the subject. Attorney Kay is recommending that the Town Board approve the agreement as reviewed and agreed upon by all parties involved.

The Following Resolution Was Duly Adopted: Res. No. 368 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 November 04,
2015

RESOLUTION TO AUTHORIZE AGREEMENT BETWEEN McGOEY, HAUSER & EDSALL AND THE TOWN OF THOMPSON FIXING AMOUNTS PAYABLE BY THE TOWN FOR THE CONSTRUCTION OBSERVATION FOR THE BUILDING OF THE RESORT CASINO INFRASTRUCTURE AT MONTREIGN

WHEREAS, McGoey, Hauser & Edsall (MHE) are the Town Engineers and will be providing construction review and observation of the building process pursuant to building permits of the Montreign Casino & Hotel at Adelaar; and

WHEREAS, the Town of Thompson has entered into an agreement with Monticello Raceway Management, Inc. (MRMI) to set an agreed upon amount of building permit fees, and the Town wants to enter into an agreement with its engineers for the review and observation of the construction of the hotel; and

WHEREAS, the parties have agreed upon a fixed amount payable by the Town for the construction observation for the building and infrastructure for the resort casino site.

NOW, THEREFORE, BE IT RESOLVED, that:

The Town Board agrees with the terms and conditions as specifically set forth in the agreement between MHE and the Town which fixes the amounts payable by the Town for construction observation for the building and infrastructure for the Montreign Casino & Hotel location at Adelaar. A copy of the agreement is annexed hereto and made a part of this Resolution.⁶

NOW, THEREFORE, BE IT FURTHER RESOLVED, that:

The Supervisor is authorized to sign the aforementioned agreement between MHE and the Town of Thompson and provide same to the Town Clerk.

Adopted the 4th day of November, 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 []

7A. AUTHORIZE INSTALLMENT PAYMENT AGREEMENT BETWEEN VERIA LIFESTYLE, INC. AND THE TOWN OF THOMPSON FOR BUILDING PERMIT FEES FOR THE VERIA LIFESTYLE WELLNESS CENTER ON BAILEYS LAKE PROJECT

Attorney Kay explained the proposed Installment Payment Agreement between Veria Lifestyle, Inc. and the Town of Thompson for the Veria Lifestyle Wellness Center on Baileys Lake Project. Discussion took place regarding the subject. Attorney Kay is recommending that the Town Board approve the agreement as reviewed and agreed upon by all parties involved.

The Following Resolution Was Duly Adopted: Res. No. 369 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 November 04,
2015

RESOLUTION TO AUTHORIZE ENTRY INTO AN AGREEMENT BETWEEN VERIA LIFESTYLE, INC. AND THE TOWN OF THOMPSON FOR PERMIT FEES FOR THE VERIA LIFESTYLE WELLNESS CENTER ON BAILEY'S LAKE

⁶ ATTACHMENT: AGREEMENT BETWEEN TOWN OF THOMPSON AND MCGOEY, HAUSER & EDSALL CONSULTING ENGINEERS, D.P.C. RE: MONTREIGN BUILDING CONSTRUCTION OBSERVATION.

WHEREAS, on May 27, 2015 the Town Planning Board granted preliminary site plan approval to Veria Lifestyle, Inc. (Veria) for a 110 room Wellness Center resort; and

WHEREAS, a previous developers agreement between Veria and the Town had been entered into on June 2, 2015 defining certain fee structures; and

WHEREAS, the parties agree to supersede that agreement with a new agreement to spell out the terms and fees for the construction of the aforementioned 110 room Wellness Center.

NOW, THEREFORE, BE IT RESOLVED, that:

The Town Board agrees with the terms and conditions as specifically set forth in the Amended and Restated Developers Agreement dated October 29, 2015 between Veria and the Town, a copy of which is attached hereto and made a part hereof, which sets terms and obligations of the parties, including but not limited to permit fees.⁷

NOW, THEREFORE, BE IT FURTHER RESOLVED, that:

The Supervisor is authorized to sign the aforementioned agreement.

Adopted the 4th day of November, 2015.

Moved by: Councilman Richard Sush
Seconded by: Councilman Peter T. Briggs

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 []

8A. AUTHORIZE PROFESSIONAL SERVICES AGREEMENT BETWEEN MH&E CONSULTING ENGINEERS AND THE TOWN OF THOMPSON FOR PAYMENT SCHEDULE FOR CONSTRUCTION OBSERVATION FOR THE VERIA LIFESTYLE WELLNESS CENTER ON BAILEYS LAKE PROJECT

Attorney Kay explained the proposed Professional Services Agreement with McGoey, Hauser & Edsall Consulting Engineers fixing the amounts payable by the Town for construction observation for the building, site and infrastructure work for the Veria Lifestyle Wellness Center on Baileys Lake Project. Discussion took place regarding the

⁷ ATTACHMENT: AGREEMENT BETWEEN VERIA LIFESTYLE WELLNESS CENTER ON BAILEYS LAKE AND THE TOWN OF THOMPSON.

subject. Attorney Kay is recommending that the Town Board approve the agreement as reviewed and agreed upon by all parties involved.

The Following Resolution Was Duly Adopted: Res. No. 370 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 November 04,
2015

RESOLUTION TO AUTHORIZE AGREEMENT BETWEEN MCGOEY, HAUSER & EDSALL AND THE TOWN OF THOMPSON FIXING AMOUNTS PAYABLE BY THE TOWN FOR THE CONSTRUCTION OBSERVATION FOR THE BUILDING OF THE VERIA LIFESTYLE WELLNESS CENTER

WHEREAS, McGoey, Hauser & Edsall (MHE) are the Town Engineers and will be providing construction review and observation of the building process pursuant to building permits of the Veria Lifestyle Wellness Center; and

WHEREAS, the Town of Thompson has entered into an agreement with Veria Lifestyle, Inc. to set an agreed upon amount of building permit fees, and the Town wants to enter into an agreement with its engineers for the review and observation of the construction of the Wellness Center; and

WHEREAS, the parties have agreed upon a fixed amount payable by the Town for the construction observation for the building and infrastructure for the Wellness Center.

NOW, THEREFORE, BE IT RESOLVED, that:

The Town Board agrees with the terms and conditions as specifically set forth in the agreement between MHE and the Town which fixes the amounts payable by the Town for construction observation for the building and infrastructure for the Veria Lifestyle Wellness Center. A copy of the agreement is annexed hereto and made a part of this Resolution.⁸

NOW, THEREFORE, BE IT FURTHER RESOLVED, that:

The Supervisor is authorized to sign the aforementioned agreement between MHE and the Town of Thompson and provide same to the Town Clerk.

Adopted the 4th day of November, 2015.

Moved by: Councilman Richard Sush
Seconded by: Councilman Scott Mace

⁸ ATTACHMENT: AGREEMENT BETWEEN TOWN OF THOMPSON AND MCGOEY, HAUSER & EDSALL CONSULTING ENGINEERS, D.P.C. RE: VERIA BUILDING CONSTRUCTION OBSERVATION.

TOWN OF THOMPSON

**ADOPTED
BUDGET FOR THE YEAR 2016**

**IN
COUNTY OF SULLIVAN**

**Villages Within or Partly Within the Town:
Village of Monticello**

Prepared by: Gary J. Lasher, Comptroller

CERTIFICATION OF TOWN CLERK

I Marilee Calhoun, Town Clerk, certify that the following is a true and correct copy of the 2016 ADOPTED Budget of the Town of Thompson as filed on the 5th Day of NOVEMBER 2015

Date Filed: 11/5/15

Signed: Marilee Q. Calhoun
Town Clerk

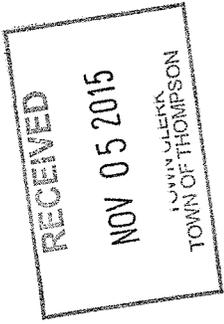
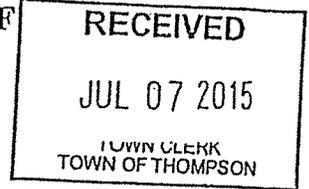


EXHIBIT A
PETITION

PETITION FOR THE ANNEXATION OF TERRITORY FROM THE
TOWN OF THOMPSON, COUNTY OF SULLIVAN, STATE OF
NEW YORK TO THE VILLAGE OF MONTICELLO,
COUNTY OF SULLIVAN, STATE OF NEW YORK



TO THE TOWN BOARD OF THE TOWN OF THOMPSON, SULLIVAN COUNTY,
NEW YORK;

TO THE VILLAGE BOARD OF THE VILLAGE OF MONTICELLO, SULLIVAN
COUNTY, NEW YORK:

Pursuant to General Municipal Law Article 17, the Petitioner, Yeshiva Beth Joseph Zvi Dushinsky, 135 Ross St Fl 1st, Brooklyn NY 11211 ("Petitioner"), petitions for annexation of territory from the Town of Thompson, New York ("Town") to the Village of Monticello ("Village").

1. The Petitioner proposes and petitions that the Town Board of the Town permit and allow to be annexed to the Village, the territory having and address of 214 State Route 17B and identified on the Town of Thompson Tax Roll as:

Section 29. Block 2 Lot 7.1; and

Section 29. Block 2 Lot 8.

more particularly described in Exhibit A, attached hereto and made part of this petition ("Territory").

2. The Petitioner proposes and petitions that the Village Board of the Village permit and allow to be annexed into the Village, the Territory.

3. The Territory is improved proeprty land. There are no residents or inhabitants within the Territory.

4. The Petitioner herein is the owner of one hundred (100%) percent of the assessed valuation of the real property of the Territory, as assessed upon the last preceding Assessment Roll of the Town. The Land Owners' Proxy is annexed hereto and made part of this Petition.

5. Attached hereto and marked Exhibit B is a certificate issued by the Sullivan County Treasurer that the taxes are paid and from the Town of Thompson Assessor responsible for the preparation of the last preceding Assessment Roll of the Town certifying that the Petitioner is the owner of one hundred (100%) percent of the assessed valuation of the real property in the Territory herein proposed to be annexed to the Village and now situated in the Town as shown on the last preceding Assessment Roll of the Town.

Exhibit A

5.258 ACRE PARCEL TO BE ANNEXED TO THE VILLAGE OF MONTICELLO

ALL of that piece or parcel of land situate in the Town of Thompson, County of Sullivan and State of New York, bounded and described as follows:

BEGINNING at a ½" rebar set in the easterly line of land of Carlton Resources, Inc. (Liber 2801, Page 594), at the northwesterly corner of land of Sullivan County Head Start (Deed Liber 2490, Page 510).

- 1) Thence from said place of beginning, North 06 degrees 30 minutes 08 seconds East 359.00 feet, along the line of said land of Carlton Resources, Inc., to a point in the common line of the Town of Thompson and the Village of Monticello.
- 2) Thence South 69 degrees 23 minutes 14 seconds East 834.22 feet, along said common line of the Town of Thompson and the Village of Monticello, to a point in the centerline of traveled way of Waverly Avenue (Town Highway 15).
- 3) Thence South 36 degrees 37 minutes 01 seconds West 8.91 feet, on a tangent along said centerline of traveled way of Waverly Avenue, to a point of curvature.
- 4) Thence continuing along said centerline of traveled way, on a curve to the right having a radius of 1585.00 feet, and a delta angle of 04 degrees 37 minutes 22 seconds, for an arc distance of 127.88 feet, the chord subtending said arc being South 38 degrees 55 minutes 42 seconds West 127.85 feet, to point of tangency.
- 5) Thence South 41 degrees 14 minutes 23 seconds West 84.99 feet, continuing on a tangent, along said centerline of traveled way, to a point of curvature.
- 6) Thence still continuing along said centerline of traveled way, on a curve to the left having a radius of 1030.00 feet, and a delta angle of 03 degrees 45 minutes 15 seconds, for an arc length of 67.49 feet, the chord subtending said arc being South 39 degrees 21 minutes 45 seconds West 67.48 feet, to a point in said centerline over a 24" HDPE culvert beneath said Waverly Avenue, which point is further described as being at the northeasterly corner of the aforementioned land of Sullivan County Head Start (Deed Liber 2490, Page 510).

- 7) Thence North 55 degrees 28 minutes 13 seconds West 18.53 feet, along the line of said land of Sullivan County Head Start, which is on a line over the center of said culvert, to a point in the center of a ditch.

- 8) Thence along the center of said ditch, which ditch center is the line of said land of Sullivan County Head Start, for the following nine (9) courses and distances:
 - a) North 83 degrees 49 minutes 13 seconds West 16.56 feet
 - b) North 71 degrees 40 minutes 13 seconds West 29.43 feet
 - c) North 62 degrees 33 minutes 03 seconds West 110.99 feet
 - d) North 71 degrees 35 minutes 13 seconds West 52.54 feet
 - e) South 71 degrees 32 minutes 46 seconds West 23.23 feet
 - f) South 76 degrees 43 minutes 46 seconds West 21.05 feet
 - g) South 12 degrees 42 minutes 48 seconds West 15.75 feet
 - h) South 19 degrees 53 minutes 47 seconds West 13.01 feet to a point.

- 9) Thence North 73 degrees 46 minutes 29 seconds West 394.27 feet, continuing along the line of said land of Sullivan County Head Start, leaving said ditch and passing through a ½" rebar set on the westerly side of said ditch, to the point or place of beginning.

CONTAINING 5.258 acres of land, as surveyed by Gary Packer, P. L. S.

Exhibit B

06/24/2015

COUNTY OF SULLIVAN

Payable to: County Treasurer
 100 North Street POB 5012
 Monticello, NY 12701-5192
 845-807-0200

Sullivan County PAID AND UNPAID Statement

Interest date is 06/24/2015

SBI	Owner1	Status	Pldyr	County amt	Interest	Fee	Bad Chk	Payment due	Pay Date
TH 29.-2-7.1	Yeshiva Beth Joseph Zvi	2600	2015	2,038.78	81.47	0.00	0.00	0.00 P	05/19/2015
TH 29.-2-7.1	Yeshiva Beth Joseph Zvi	2600	2014	1,885.38	238.44	0.00	0.00	0.00 P	01/21/2015
TH 29.-2-7.1	Yeshiva Beth Joseph Zvi	2600	2013	1,858.65	488.80	250.00	0.00	0.00 P	01/21/2015
TH 29.-2-7.1	Yeshiva Beth Joseph Zvi	2500	2012	1,761.01	17.51	0.00	0.00	0.00 P	04/01/2012
TH 29.-2-7.1	Yeshiva Beth Joseph Zvi	2600	2011	1,728.74	207.21	0.00	0.00	0.00 P	02/01/2012
TH 29.-2-7.1	Congregation Beth Joseph	2500	2010	1,618.83	32.40	0.00	0.00	0.00 P	04/01/2010
TH 29.-2-7.1	Congregation Beth Joseph	2600	2009	1,654.08	98.24	0.00	0.00	0.00 P	08/06/2009
TH 29.-2-7.1	Congregation Beth Joseph	2600	2008	1,501.87	735.62	150.00	0.00	0.00 P	02/24/2012
TH 29.-2-7.1	The Bible Church of Christ	2500	2007	575.47	11.51	0.00	0.00	0.00 P	04/01/2007
TH 29.-2-7.1	The Bible Church of Chris	2500	2006	553.13	0.00	0.00	0.00	0.00 P	04/01/2006
TH 29.-2-7.1	The Bible Church of Chris	2500	2005	505.47	0.00	0.00	0.00	0.00 P	04/01/2005
TH 29.-2-7.1	The Bible Church of Chris	2500	2004	1,820.44	38.41	0.00	0.00	0.00 P	04/01/2004
				17,888.81	1930.71	400.00	0.00	0.00	

17,888.81

0.00

Report Name - uworking

06/24/2015

COUNTY OF SULLIVAN

Payable to: County Treasurer
 100 North Street POB 5012
 Monticello, NY 12701-5192
 845-807-0200

Sullivan County PAID AND UNPAID Statement

Interest date is 06/24/2015

Sbl	Owner1	Status	Pldyr	County amt	Interest	Fee	Bad Chk	Payment due	Pay Date
TH 29.-2-8	Yeshiva Beth Joseph Zvi	2800	2016	128.10	5.12	0.00	0.00	0.00 P	05/19/2015
TH 29.-2-8	Yeshiva Beth Joseph Zvi	2800	2014	128.10	20.50	250.00	0.00	0.00 P	05/18/2015
TH 29.-2-8	Yeshiva Beth Joseph Zvi	2800	2013	128.10	5.12	0.00	0.00	0.00 P	08/08/2013
TH 29.-2-8	Yeshiva Beth Joseph Zvi	2500	2012	120.00	1.20	0.00	0.00	0.00 P	04/01/2012
TH 29.-2-8	Yeshiva Beth Joseph Zvi	2800	2011	128.10	15.37	0.00	0.00	0.00 P	02/01/2012
TH 29.-2-8	Congregation Beth Joseph	2500	2010	84.95	1.70	0.00	0.00	0.00 P	04/01/2010
TH 29.-2-8	Congregation Beth Joseph	2500	2009	0.00	0.00	0.00	0.00	0.00 P	04/01/2009
TH 29.-2-8	Congregation Beth Joseph	2800	2008	3,112.99	1525.17	150.00	0.00	0.00 P	02/24/2012
TH 29.-2-8	Bryant Bishop Roy	2500	2007	1,193.62	11.84	0.00	0.00	0.00 P	04/01/2007
TH 29.-2-8	Bryant Bishop Roy	2500	2006	1,147.19	0.00	0.00	0.00	0.00 P	04/01/2006
TH 29.-2-8	Bryant Bishop Roy	2500	2005	1,048.37	0.00	0.00	0.00	0.00 P	04/01/2005
TH 29.-2-8	Bryant Bishop Roy	2500	2004	829.81	0.00	0.00	0.00	0.00 P	04/01/2004
TH 29.-2-8	Bryant Bishop Roy	2500	2003	901.90	0.00	0.00	0.00	0.00 P	01/09/2003
TH 29.-2-8	BRYANT BISHOP ROY	2500	2002	828.36	0.00	0.00	0.00	0.00 P	04/01/2002
				9,879.11	1588.12	400.00	0.00	0.00	

9,879.11

0.00

Report Name - uworking

CERTIFICATION OF ASSESSOR

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

VAN B. KRZYWICKI, being duly sworn, deposes and says as follows:

- 1. I am the Sole Appointed Assessor for the Town of Thompson, Sullivan County New York.
2. I was responsible for preparing the last preceding assessment roll for the Town of Thompson for the 2015 assessment year, corresponding to the 2016 tax year, a certified copy of which was filed with the Town Clerk of the Town of Thompson on or about July 1, 2015.
3. The real property described in the petition, Town of Thompson Tax Map Parcels 29.-2-7.1 and 29.-2-8 are situated in the Town and assessed on the tax roll of the Town for the 2015 assessment year, corresponding to the 2016 tax year.
4. Yeshiva Beth Joseph Zvi Dushinsky is the owner of said parcels of land in the Town of Thompson, designated Town of Thompson Tax Map Parcel 29.-2-7.1, which parcel is comprised of 4.51 acres of vacant land and assessed for real property tax purposes at \$47,300.00 and 29.-2-8 which parcel is comprised of a single family residence on .71 acres of land and assessed at \$98,100.00
5. The above referenced real property is assessed to Yeshiva Beth Joseph Zvi Dushinsky which comprises 100% of the total assessed valuation of real property within the area and thus it obviously represents a majority of the assessed valuation of the real property in such territory on the last preceding assessment roll of the Town of Thompson.
6. Per Sullivan County PAID and UNPAID Statement dated 6/24/2015 taxes on both parcels are paid and current.
7. I am advised that the parcels of land situated in the Town of Thompson, namely 29.-2-7.1 and 29.-2-8, are contiguous to land in the Village of Monticello owned by Yeshiva Beth Joseph Zvi Dushinsky. Said owner is proposing to annex that parcel of land into the Village of Monticello.

Handwritten signature of Van B. Krzywicki

VAN B. KRZYWICKI

Assessor, Town of Thompson

Sworn to before me this

2nd day of July 2015

Handwritten signature of Kelly Murrain

Notary Public



STERLING NATIONAL BANK
International Trade Services
500 Seventh Avenue, 3rd Floor
New York, NY 10018 4502
Phone: (646) 380-5611
Fax: (212) 575-2892
SWIFT: STETUS33

Our Reference: 00101083

Applicant:
MJJ BUILDERS CORP
2 LIBERTY COURT, SUITE 3
WARWICK, NY 10990

Beneficiary:
TOWN OF THOMPSON
4052 ROUTE 42
MONTICELLO, NY 12701

Date: October 23, 2015

Current Expiration Date:
November 01, 2016

At the request of MJJ BUILDERS CORP, we hereby issue our Irrevocable Standby Letter of Credit reference number 00101083 in the amount of USD\$73,000.00 (US Dollars Seventy Three Thousand), which is effective immediately and available by the beneficiary's draft(s) drawn at sight on Sterling National Bank and indicating drawn under Sterling National Bank, Letter of Credit No. 00101083, and any documentary requirements detailed herein.

Documentary Requirements: 1. The original of this letter of credit and all subsequent amendments.

When presenting your draft(s) and documents or when communicating with us, please make reference to our reference number shown above.

PARTIAL DRAWINGS ARE PERMITTED.
However, the total of all drawings may not exceed the maximum amount available under this Credit.

This letter of credit sets forth in full the terms of our undertaking



STERLING
NATIONAL BANK

Reference Number: 00101083

and such under taking shall not in any way be modified, amended or amplified by any reason of our reference to any agreement or instrument referred to herein or in which this letter of credit is referred. Any such agreement or instrument shall not be deemed incorporated herein by reference

Issuer shall be discharged of all obligations to Beneficiary with respect to each drawing under this Letter of Credit honored by Issuer to the extent of Issuer's payment of any draft presented under this Letter of Credit and shall not thereafter be further obligated to Beneficiary or any other person or entity with respect to such draft and demand for its payment.

Beneficiary agrees promptly from time to time to repay to Issuer in immediately available funds any portion of the amount(s) drawn under this Letter of Credit which are not applied to the obligations of MJJ Builders Corp to the Beneficiary pursuant to certain site for a roadway for the 81 -Unit Golden Ridge project agreement.

Beneficiary agrees that it is intended that Issuer, upon payment of any demand for payment under this Letter of Credit, shall be subrogated, to the extent of such payment(s), to the rights of the Beneficiary under the above agreement and any related documents, instruments or agreements, and Beneficiary represents that it shall promptly execute such documents, and do or perform such acts as Issuer may require, in order to effect the subrogation of Issuer to the rights of the Beneficiary.

IN ACCORDANCE WITH U. S. GOVERNMENT IMPOSED SANCTIONS AGAINST CERTAIN SPECIALLY DESIGNATED OR BLOCKED PERSONS, ENTITIES AND CERTAIN COUNTRIES, AS WELL AS PERSONS AND ENTITIES LOCATED IN OR NATIONALS OF OR RELATED TO SUCH COUNTRIES AND PROHIBITIONS AGAINST PERFORMING ACTIONS WHICH IN ANY WAY SUPPORT BOYCOTTS OF CERTAIN COUNTRIES, IT IS A CONDITION OF THIS LETTER OF CREDIT THAT WE WILL ACT IN ACCORDANCE WITH THE THEN CURRENT SANCTIONS AND PROHIBITIONS, BY REFRAINING FROM ENGAGING IN TRANSACTIONS WHICH EITHER INVOLVE SUCH COUNTRIES, OR PERSONS AND ENTITIES OR WHICH VIOLATE SUCH SANCTIONS AND PROHIBITIONS. IF WE BELIEVE, IN OUR SOLE OPINION THAT THESE SANCTIONS AND PROHIBITIONS REQUIRE US TO TAKE OR ABSTAIN FROM TAKING AN ACTION IN CONNECTION WITH THIS LETTER OF CREDIT, WE WILL DO SO AND WILL NOT BE LIABLE TO ANY PERSON OR ENTITY INVOLVED IN THIS LETTER OF CREDIT FOR THE CONSEQUENCES OF THOSE ACTIONS OR LACK THEREOF.

The standby letter of credit is subject to the International Chamber of

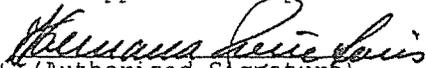


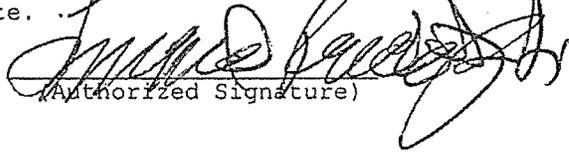
STERLING
NATIONAL BANK

Reference Number: 00101083

Commerce Publication 590, International Standby Practices, and as to matters not governed by ICC publication 590, such matters will be governed and construed in accordance with the laws of the state of New York without regard to conflicts of law principles.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this letter of credit will be duly honored upon delivery of documents as specified herein at our counters, to the address detailed on page one of this Letter of Credit on or before the then applicable expiration date.


(Authorized Signature)


(Authorized Signature)

TOWN OF THOMPSON

Voucher Detail Report

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

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

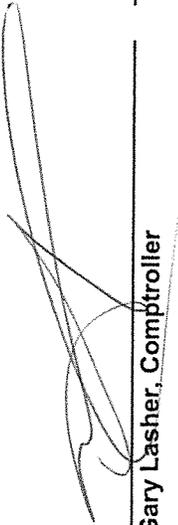
claims payable have been duly audited and are presented for payment to the Town

Board of the Town of Thompson at the regular meeting there of, held on the 4th day

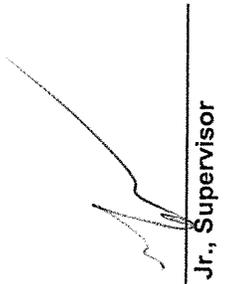
of NOV 2015 in the amounts respectively specified. Authorization is hereby

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	Batch Invoice No.	Req. No.	Recur. Months	Req. Date	Refund Year	Vendor Code	Vendor Name	PO No.	PO Date	Taxable	Ordered By	Approved By	Fisc Year	Check ID	Contract No.	Voucher Amt.	Check No.	Check Date	Pay Due	Approved	Cash Account
T - TRUST & AGENCY FUND																						
	0202.000				TOWN								12,397.09		47,929.63		0.00					62,899.58
Fund Total																						
Grand Totals							625,386.59					12,397.09		47,929.63		0.00						62,899.58
Grand Total Regular, Prepaid, Wire Transfer and Direct Pay																						
Grand Totals							685,713.31						12,397.09		47,929.63		0.00					685,713.31
Fund																						
A - GENERAL FUND TOWN WIDE					TOWN		97,402.36					0.00		0.00		0.00						97,402.36
B - GENERAL TOWN OUTSIDE					TOWN		93,768.93					0.00		0.00		0.00						93,768.93
DA - HWY#3 / 4 - TOWN WIDE					TOWN		89,934.42					0.00		0.00		0.00						89,934.42
DB - HWY#1 - TOWN OUTSIDE					TOWN		249,000.96					0.00		0.00		0.00						249,000.96
SHW - HARRIS WOODS SEWER					TOWN		402.64					0.00		0.00		0.00						402.64
SRH - ROCK HILL AMBULANCE DIST					TOWN		7,213.91					0.00		0.00		0.00						7,213.91
SSA - ANAWANA SEWER DISTRICT					TOWN		669.98					0.00		0.00		0.00						669.98
SSD - DILLON SEWER DISTRICT					TOWN		150.60					0.00		0.00		0.00						150.60
SSG - EMERALD GREEN SEWER					TOWN		26,732.87					0.00		0.00		0.00						26,732.87
SSH - HARRIS SEWER DISTRICT					TOWN		8,801.32					0.00		0.00		0.00						8,801.32
SSK - KIAMESHA SEWER DISTRICT					TOWN		31,176.62					0.00		0.00		0.00						31,176.62
SSM - MELODY LAKE SEWER DISTR.					TOWN		3,497.97					0.00		0.00		0.00						3,497.97
SSR - ROCK HILL SEWER DISTRICT					TOWN		429.98					0.00		0.00		0.00						429.98
SSS - SACKETT LAKE SEWER DISTR					TOWN		8,506.67					0.00		0.00		0.00						8,506.67
SWC - COLD SPRING WATER					TOWN		460.99					0.00		0.00		0.00						460.99
SWD - DILLON WATER DISTRICT					TOWN		120.65					0.00		0.00		0.00						120.65
SWL - LUCKY LAKE WATER DISTR					TOWN		4,506.86					0.00		0.00		0.00						4,506.86
SWM - MELODY LAKE WATER					TOWN		36.00					0.00		0.00		0.00						36.00
T - TRUST & AGENCY FUND					TOWN		2,572.86					12,397.09		47,929.63		0.00						62,899.58
Grand Totals																						
Grand Total Regular, Prepaid, Wire Transfer and Direct Pay							625,386.59					12,397.09		47,929.63		0.00						685,713.31
Grand Totals																						
Grand Total Regular, Prepaid, Wire Transfer and Direct Pay							685,713.31					12,397.09		47,929.63		0.00						685,713.31

AGREEMENT

THIS PERMIT FEE AGREEMENT (the "Agreement") is made and entered into this ^{Novemb} ~~Sept~~ ^{4th} 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") (collectively known as the "Parties").

WITNESSETH

WHEREAS, on July 22, 2015, the Town Planning Board adopted a resolution approving a minor amendment to the approved Site Plan (the "Proposed Amendment"), enabling MRMI/MOC, as co-Applicant, to develop the Casino and Hotel at Adelaar (the "Project"); and

WHEREAS, consistent with Sections 108-4 and 250-52.1 of the Town of Thompson Town Code, building permit and inspection fees are required to be paid to the Town as part of its authorization to proceed with construction activities; and

WHEREAS, consistent with the Town's duly adopted and published Town Commercial Construction Fee Schedule and based on a total estimated construction cost of \$316,660,885 for the construction of the Casino, Hotel, Event Center, and Parking Garage, the Town has estimated the total building permit fees for the Project of \$2,216,816 (the "Building Permit Fees") to be paid in tranches, as set forth herein; and

WHEREAS, consistent with the Town's inspection fee schedule set forth in a duly adopted Resolution and based on a total estimated construction cost of \$24,637,264 for the site clearing and infrastructure work, the Town has estimated the total building site inspection fees for the Project of \$615,931 (the "Site Inspection Fees") (the Building Permit Fees and the Site Inspection Fees are collectively referred to herein as the "Permit Fees") to be paid in tranches, as set forth herein; and

WHEREAS, on December 17, 2014, the Gaming Facility Location Board ("GFLB") announced that the GFLB would recommend to the New York State Gaming Commission ("NYSGC") that a Gaming License be awarded to MOC. Since the date of GFLB's recommendation, there have been unexpected delays by the NYSGC in awarding to MOC a Gaming License.

WHEREAS, despite the delays and the fact that a Gaming License has yet to be awarded, MOC continues to move forward with construction of the Project. However, in the event a Gaming License is not awarded to MOC or MOC decides not to pursue the Project, the Town has agreed to refund an unused portions of the Permit Fees to

MRMI/MOC as set forth herein; and,

WHEREAS, the Parties desire to establish a payment schedule for purpose of paying the Permit Fees 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/MOC has delivered and deposited with the Town, together with an executed copy of this Agreement, the amount of SIX HUNDRED AND FIFTEEN THOUSAND NINE HUNDRED THIRTY ONE Dollars (\$615,931) to pay for the Site Inspection Fees.

2. In addition the Parties agree to payment of the remainder of the Permit Fees on the following schedule:

Site Inspection and Building Permit Fee	Payment to Town upon Issuance of Building Permit	Payment to Town 10/15/2015	Payment to Town 12/15/2015	Payment to Town 01/15/2016
\$615,931	\$615,931			
\$2,216,816		\$293,165	\$293,165	\$1,630,486

3. The Town agrees to use the Permit fees for the Town's expenses associated with the cost of certain professional engineering, legal, and other professional services (the "Town's Consultants") and the administration, site inspection and issuance of the authorizations for a building permit consistent with Sections 108-4 and 250-52.1 of the Town of Thompson Town Code. To the extent possible, the Town shall maintain 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 and administration of the Project.

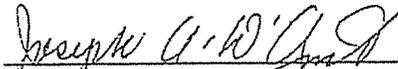
4. In the event a Gaming License is not awarded to MOC or MOC decides not to pursue the Project, the Parties agree to negotiate in good faith to develop a reasonable estimate of the unused Permit Fees. After a mutually agreeable estimation of the unused Permit Fees has been agreed upon by the Parties, and after all of the Town's Consultants invoices have been paid, the Town shall promptly refund any unused portions of the Permit Fees to MRMI/MOC.

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

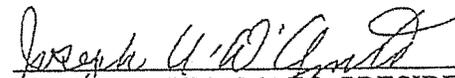
(Signatures on following page - Permit Fee Agreement)

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.

MONTICELLO RACEWAY MANAGEMENT,
INC.

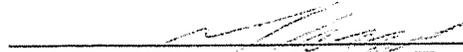

BY: JOSEPH D'AMATO, CHIEF EXECUTIVE
OFFICER

MONTREIGN OPERATING COMPANY, LLC
BY: EMPIRE RESORTS, INC., SOLE MEMBER

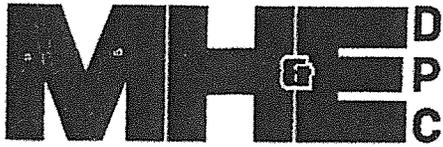

BY: JOSEPH D'AMATO, PRESIDENT

TOWN OF THOMPSON:

By: William J. Rieber, Jr.


NAME: WILLIAM J. RIEBER, JR.,

TITLE: TOWN SUPERVISOR, TOWN OF THOMPSON



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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)
MATTHEW J. SICKLER, P.E. (NY & PA)
PATRICK J. HINES

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

AGREEMENT FOR ENGINEERING SERVICES

Between

Town of Thompson

and

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

For Professional Services

Related to

Montreign Building Construction Observation

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

WITNESSETH:

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

Section 1. DESCRIPTION OF PROJECT. The Town of Thompson Building Department is in the process of approving plans for the construction of the Montreign Casino. The Town of Thompson Town Code Chapter 108 requires and identifies the building inspections to be performed. These inspections are in addition to the Special Inspections required by the NY State Building Code, and the off-site and site inspections required by the Planning and Zoning regulations.

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

MHE will serve as the Town's designated representative to provide construction reviews associated with the inspections required by the building department. These inspections include, as outlined in the Town Code Section 108-4:

1. Footing and Foundation ;
2. Preparation for concrete slab;
3. Framing;
4. Building systems including underground and rough-ins;
5. Fire resistant construction;
6. Solid fuel burning heating appliance, chimney, flue or gas vents.
7. Energy Code Compliance
8. Final Inspection

MHE will perform the above referenced reviews, subject to appropriate scheduling by the Applicant and the Applicant's Contractors. MHE will prepare field reports documenting the site reviews. It is understood the Owner / Applicant will provide third Party Special Inspectors for those items required per the NY State Building Code. In addition to field reviews, MH&E will provide plan reviews to determine general conformance with the NY State Building Code.

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

Payment for all services described in Section 2, Basic Services shall be a Lump Sum Fee in the amount of \$1,500,000 derived from the fees required per the Town Code. Invoices will be provided monthly for the duration of 30 months, equating to \$50,000 per month. No payment shall be due until the Town has been paid their agreed upon fee from the Developer. It is currently understood the permit fee will be made in installments with the full payment received by the Town on or before January 31, 2016.

Monthly invoices will be based on the approximate percentage of completed construction. Payments shall be due thirty days after submission of the invoice.

If the Client fails to make any payment due Engineer for services and expenses within thirty (30) days after receipt of Engineer's bill, Engineer shall notify Client immediately.

If the Client fails to pay Engineer within sixty (60) days after invoices are tendered, Client agrees Engineer shall have the right to consider such default in payment a breach of this entire Agreement. All costs associated with Engineer's collection of professional fees including legal fees shall be borne by the Client.

*and after
Client has been
paid by Developer*

Section 4. CHANGES. The scope of services to be provided as described herein are based on the building plans as reviewed by this office as part of the building application submittal. In the event that material changes in plans or scope of the work are proposed by the Applicant that exceed 5% of the presented construction costs to establish the fees, Client and Engineer shall meet with Developer in order to determine if any increase in fees is due.

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

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

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

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

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

Section 10. MAPS, PLANS AND SPECIFICATIONS. All reports, maps, plans, specifications and other documents prepared by Engineer, being instruments of service, shall be considered the property of Engineer until paid for as herein set forth, and the right to use same shall not pass from Engineer until all payments agreed to hereunder have been fully made.

Engineer shall furnish plans, reports and contract documents as per the attached fee schedule.

Section 11. ENGINEER'S RESPONSIBILITY LIMITED. The Engineer shall not be responsible for the Contractor's means, methods, or techniques of construction nor for any safety precautions incident thereto. The Engineer shall not be responsible for the Contractor's compliance or failure to comply with the Contract Plans and Specifications.

Section 12. ATTACHMENTS. Exhibit A related to Construction Phase Services is hereby made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the 4th day of November 2015.

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



By: _____

November 2, 2015

(Date)

By:  _____
(Signature)

William J. Rieber, Jr.
(Name)

Supervisor
(Title)

11/4/15
(Date)

EXHIBIT A

Construction Phase Services

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

During the Construction Phase ENGINEER shall provide the following:

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

5. Inspections and Tests. ENGINEER in conjunction with design professionals shall have authority, as CLIENT's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

6. Applicant's Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by the Applicant in accordance with the Approved Plans (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to CLIENT with written comments.

7. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; Operational Phase.

AMENDED AND RESTATED DEVELOPER'S AGREEMENT –
VERIA LIFESTYLE WELLNESS CENTER ON BAILEYS LAKE

THIS AMENDED AND RESTATED DEVELOPER'S AGREEMENT - VERIA LIFESTYLE WELLNESS CENTER ON BAILEYS LAKE ("Agreement"), effective as of October 29, 2015 supersedes the Developer's Agreement made as of June 2, 2015 by and between Veria Lifestyle Inc., a Delaware corporation with offices at 200 Middlesex Essex Turnpike, Suite 202, Iselin, New Jersey 08830 ("Developer") and the Town of Thompson, with offices at 4052 Route 42, Monticello, New York 12701 ("Town").

RECITALS

On May 27, 2015, the Town of Thompson Planning Board granted Preliminary Site Plan Approval to Developer for a 110 room Wellness Center Resort on property identified on the Town of Thompson Tax Map as Section 9, Block 1, Lots 1.1, 1.2 and 7 ("Project").

On June 2, 2015, the Developer and Town entered into a Developer's Agreement, which agreement is superseded by this Agreement.

On September 9, 2015, the Planning Board granted a modification to the Preliminary Site Plan Approval for an increase from 110 to 135 hotel rooms at the Project.

On October 21, 2015, the Planning Board granted Final Conditional Site Plan Approval for the Project and the Chair of the Planning Board was authorized to sign the Site Plans.

The Developer has applied for a foundation permit ("Foundation Permit") from the Town of Thompson Building Department ("Building Department").

The Town has agreed to issue the Foundation Permit on the terms and in accordance with the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms, conditions, agreements and limitations set forth herein, the parties agree as follows:

1. Foundation Plans and Foundation Permit. The Developer has submitted foundation plans to the Building Department. The foundation plans are substantially complete. Upon payment of the balance of the first installment of the Building Permit Fee as contemplated by Section 2 hereof, and upon submission of proof of required insurance, the Building Department shall issue the Foundation Permit.

2. Permit Fee. The Developer has submitted a preliminary construction cost estimate to the Town in the amount of Fifty-eight Million and 00/100 (\$58,000,000.00) Dollars. This estimate is based on per foot cost estimates. The Developer has not received actual construction cost estimates as of the date hereof. The Developer shall provide the Town with an updated construction cost estimate when construction contracts are awarded, and in no event

later than February 1, 2016. Based on the preliminary construction cost estimate, the building permit fee for the Project is Four Hundred Thousand and 00/100 (\$400,000.00) Dollars ("Building Permit Fee"). The Building Permit Fee shall be paid in four equal installments of One Hundred Thousand and 00/100 (\$100,000.00) Dollars each. The first installment shall be paid (inclusive of the Inspection Fee Credit) prior to issuance of the Foundation Permit. Subsequent payments of One Hundred Thousand and 00/100 (\$100,000.00) Dollars shall be made on or before February 1, 2016, May 1, 2016 and August 1, 2016.

3. Future Permits. Building permits for future phases of the work shall be subject to satisfying all Town review conditions and payment of future installments of the Building Permit Fee.

4. Acknowledgment of Continuing Obligations.

(a) Securing Existing Buildings. The Developer has substantially completed securing buildings on the Developer's property, as outlined in the October 20, 2015 email from Eric Horton, Code Enforcement Officer of the Town of Thompson. The Developer shall complete securing the buildings prior to the issuance of further building permits.

(b) Fire Apparatus; Fire Suppression Storage. The Developer shall continue to work with Town's engineering consultants and Building Department personnel in order to complete the fire apparatus aerial access plan and develop fire suppression storage to the Town's and Monticello Fire District's satisfaction.

(c) Water Supply. The Developer shall work expeditiously to respond to the NYS Department of Health comments, dated October 15, 2015, relating to the Plans and Report for a private water supply to the Project.

(d) Storm Water Prevention. The Developer shall continue to incorporate soil erosion and sediment control measures in accordance with the approved stormwater pollution prevention plan, prior to and during all clearing and construction operations.

5. Fraser Road Culvert Improvements. The Developer has previously agreed to supply the Town with a box culvert ("Box Culvert") which the Town will install to replace an existing pipe culvert under Fraser Road. The Town will develop specifications and advertise for bids for the Box Culvert. The Town will provide the Developer with the specification and bid materials. The Developer may send the specification and bid materials to potential suppliers not on the Town's distribution list. The Box Culvert shall be sourced by the Town from the lowest qualifying bidder. The Developer shall pay the invoice directly to the supplier. To secure Developer's obligation to pay for the Box Culvert, the Developer shall provide the financial security contemplated by Section 6(c).

6. Financial Security.

(a) Site Work. To secure site work at the Project that commenced prior to Final Site Plan Approval, the Developer caused Catskill Hudson Bank ("CHB") to issue its

Irrevocable Letter of Credit Number 1085 ("CHB LC 1085"). Upon execution of this Agreement, the Town shall notify CHB that CHB LC 1085 may be canceled.

(b) Building Pad. To secure grading and shaping of a building pad prior to Final Site Plan Approval, the Developer caused CHB to issue its Irrevocable Letter of Credit Number 1086 ("CHB LC 1086"). Upon execution of this Agreement, the Town shall notify CHB that CHB LC 1086 may be canceled.

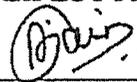
(c) Box Culvert. Prior to the issuance of the Foundation Permit, the Developer shall post financial security to secure Developer's agreement to pay for the Box Culvert by posting a Letter of Credit in form acceptable to the Town in the amount of One Hundred Thousand and 00/100 (\$100,000.00) Dollars. Upon confirmation by the Box Culvert supplier that the Developer has paid for the Box Culvert, the Town shall notify the issuer that the Letter of Credit may be canceled.

7. Infrastructure Inspection Fee. The Developer paid the Town an infrastructure inspection fee in the amount of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars ("Infrastructure Inspection Fee"). The Infrastructure Inspection Fee was calculated at four (4%) percent of the anticipated cost of the construction subject to inspection. The Town has subsequently agreed to reduce the Infrastructure Inspection Fee to two and one-half (2 ½%) percent of the anticipated cost of the construction subject to inspection. Accordingly, the Developer is entitled to a refund of Seventy-five Thousand and 00/100 (\$75,000.00) Dollars ("Inspection Fee Credit") which shall be applied to the first installment of the Building Permit Fee.

8. Conditions Precedent to Certificate of Occupancy. In addition to the requirements of the Town Code and New York State Commercial Building Code, the Developer's professional design consultants shall provide the Town with certifications regarding building construction, constructed infrastructure and utility work at the Project, all in form and substance acceptable to the Town, prior to the issuance of a Certificate of Occupancy for the Project.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

VERIA LIFESTYLE INC.

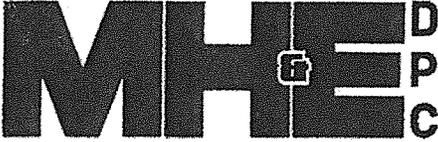


By: Abhay Jain, Project Manager

THE TOWN OF THOMPSON



By: William J. Rieber, Supervisor



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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
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e-mail: mhepa@mhepc.com

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

AGREEMENT FOR ENGINEERING SERVICES

Between

Town of Thompson

and

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

For Professional Services

Related to

Veria Building Construction Observation

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

WITNESSETH:

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

Section 1. DESCRIPTION OF PROJECT. The Town of Thompson Building Department is in the process of approving plans for the construction of the Veria Lifestyles Wellness Center. The Town of Thompson Town Code Chapter 108 requires and identifies the building inspections to be performed. These inspections are in addition to the Special Inspections required by the NY State Building Code, and the off-site and site inspections required by the Planning and Zoning regulations.

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

MHE will serve as the Town's designated representative to provide construction reviews associated with the inspections required by the building department. These inspections include, as outlined in the Town Code Section 108-4:

1. Footing and Foundation ;
2. Preparation for concrete slab;
3. Framing;
4. Building systems including underground and rough-ins;
5. Fire resistant construction;
6. Solid fuel burning heating appliance, chimney, flue or gas vents.
7. Energy Code Compliance
8. Final Inspection

MHE will perform the above referenced reviews, subject to appropriate scheduling by the Applicant and the Applicant's Contractors. MHE will prepare field reports documenting the site reviews. It is understood the Owner / Applicant will provide third Party Special Inspectors for those items required per the NY State Building Code. In addition to field reviews, MH&E will provide plan reviews to determine general conformance with the NY State Building Code.

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

Payment for all services described in Section 2, Basic Services shall be a Lump Sum Fee in the amount of \$275,000 derived from the fees required per the Town Code. Invoices will be provided monthly for the duration of 14 months, equating to \$19,650 per month. No payment shall be due until the Town has been paid their agreed upon fee from the Developer. It is currently understood the permit fee will be made in four installments of ~~\$150,000, \$100,000, \$100,000 and \$50,000~~ respectively, beginning ~~October~~ 2015 with the final payment made July 2016. *no one*

Payor

Monthly invoices will be based on the approximate percentage of completed construction. Payments shall be due thirty days after submission of the invoice.

If the Client fails to make any payment due Engineer for services and expenses within thirty (30) days after receipt of Engineer's bill, Engineer shall notify Client immediately.

If the Client fails to pay Engineer within sixty (60) days after invoices are tendered, Client agrees Engineer shall have the right to consider such default in payment a breach of this entire Agreement. All costs associated with Engineer's collection of professional fees including legal fees shall be borne by the Client.

*Ad after
Developer has
paid Client*

Section 4. CHANGES. The scope of services to be provided as described herein are based on the building plans as reviewed by this office as part of the building application submittal. In the event that material changes in plans or scope of the work are proposed by the Applicant that exceed 5% of the presented construction costs to establish the fees, Client and Engineer shall meet with Developer in order to determine if any increase in fees is due.

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

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

Section

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

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

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

Section 10. MAPS, PLANS AND SPECIFICATIONS. All reports, maps, plans, specifications and other documents prepared by Engineer, being instruments of service, shall be considered the property of Engineer until paid for as herein set forth, and the right to use same shall not pass from Engineer until all payments agreed to hereunder have been fully made.

Engineer shall furnish plans, reports and contract documents as per the attached fee schedule.

Section 11. ENGINEER'S RESPONSIBILITY LIMITED. The Engineer shall not be responsible for the Contractor's means, methods, or techniques of construction nor for any safety precautions incident thereto. The Engineer shall not be responsible for the Contractor's compliance or failure to comply with the Contract Plans and Specifications.

Section 12. ATTACHMENTS. Exhibit A related to Construction Phase Services is hereby made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the 4th day of November, 2015.

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

By: _____

November 2, 2015

(Date)

By: _____
(Signature)

William J. Rieber, Jr.

(Name)

Supervisor

(Title)

11/4/15

(Date)

EXHIBIT A

Construction Phase Services

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

During the Construction Phase ENGINEER shall provide the following:

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

5. Inspections and Tests. ENGINEER in conjunction with design professionals shall have authority, as CLIENT's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

6. Applicant's Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by the Applicant in accordance with the Approved Plans (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to CLIENT with written comments.

7. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; Operational Phase.