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Meeting ID: 830 3245 2642

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

THIS MEETING WILL BE HELD IN-PERSON  
LOCATED AT TOWN HALL, 4052 STATE ROUTE 42,  
MONTICELLO, NY 12701. THE MEETING WILL  
ALSO BE STREAMED LIVE ON ZOOM: TO JOIN  
PLEASE SEE TOWN WEBSITE AT:  
[WWW.TOWNOFTHOMPSON.COM](http://WWW.TOWNOFTHOMPSON.COM)

**TUESDAY, AUGUST 19, 2025****7:00 PM MEETING****CALL TO ORDER****ROLL CALL****PLEDGE TO THE FLAG****APPROVAL OF PREVIOUS MINUTES:** August 05, 2025 Regular Town Board Meeting**PUBLIC COMMENT****CORRESPONDENCE:**

- NYSDEC: Annual Compliance Inspection - Dillon Farms Sewer District – Satisfactory Rating
- Sullivan County IDA: Transition of EPR benefits to Monticello Raceway Management Inc. & Empire Resorts, Inc.
- NYS Dept. of Taxation and Finance: Check #09904145, Dated: 08/01/25 in the amount of \$601,259.54 – NYS Gaming Commission for Resorts World Catskill Casino Distribution 1st Quarter Payment

**AGENDA ITEMS:**

- 1) RESOLUTION TO ACCEPT & FILE AUDIT REPORT/FINANCIAL STATEMENTS FISCAL YEAR ENDING 12/31/2024 BY NUGENT & HAESSLER, P.C., CERTIFIED PUBLIC ACCOUNTANTS**
- 2) ROCK HILL/EMERALD GREEN CONSOLIDATED SEWER DISTRICT PUMP STATION # 6 PROJECT**
  - A) SET DATE FOR PUBLIC HEARING - 09/02/25:**
  - B) SEQR DETERMINATION RESOLUTION**
- 3) SACKETT LAKE SEWER DISTRICT EXTENSION #6 – ARI JACOBS**
  - A) SET DATE FOR PUBLIC HEARING - 09/02/25:**
- 4) MELODY LAKE WELLHOUSE IMPROVEMENT PROJECT – USDA PAYMENT #3**
  - A) APPROVE & AUTHORIZE – MHE ENGINEERING INV#23581 \$5,019.60**
  - B) APPROVE & AUTHORIZE – MILLER HYDROGEOLOGIC INV#25-012 \$14,321.99**
  - C) APPROVE & AUTHORIZE – RURAL DEVELOPMENT PROJECT – USDA FORM E FOR PAYMENT #3 \$19,341.59**
- 5) FRASER RESORT / GIBBER HOLDINGS AGREEMENTS: (JK EXPEDITING, LLC.)**
  - A) WATER WORKS AGREEMENT**
  - B) SEWER WORKS AGREEMENT**
  - C) DEVELOPERS AGREEMENT**
- 6) HAMASPIK RESORT MODIFICATION: REVISED LAYOUT FOR KOLOSHITZ WAY, ROCK HILL, NY SBL#35.-1-7.1**
- 7) ROTARY REQUEST: USE TOWN HALL PARKING LOT FOR FOOD DRIVE – SATURDAY 9/20/25**

PLEASE TAKE NOTICE, that this Town Board meeting will be held in person and via videoconferencing, as permitted by the NYS Open Meetings Law. The zoom invite is merely a courtesy and convenience to the public. If there is a disruption in the ability of the zoom meeting to commence or even continue once a meeting has been commenced, the official meeting of the Town Board shall continue in person without interruption.

8) APPROVE BIDS: DIESEL, #2 HEATING FUEL, KEROSENE, & GASOLINE

9) THOMPSON DRAFT COMPREHENSIVE PLAN: Set Date for Public Hearing, 09/16/2025

10) AUTHRORIZE APPLICATION TO NY SWIMS ROUND 2 GRANT PROGRAM

11) BILLS OVER \$5,000.00

12) BUDGET TRANSFERS & AMENDMENTS

13) ORDER BILLS PAID

OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN

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**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 and held remotely via Zoom on **August 05, 2025.**

**ROLL CALL:**

**Present:** Supervisor William J. Rieber, Jr., Presiding  
Councilwoman Melinda S. Meddaugh  
Councilman John A. Pavese  
Councilman Scott S. Mace  
Councilman Ryan T. Schock

**Also Present:** Kelly Murran, Deputy Town Clerk  
Michael B. Mednick, Town Attorney  
Melissa DeMarmels, Town Comptroller  
Jill M. Weyer, Director of Community Development  
Glenn Somers, Parks & Recreation Superintendent  
Hayden Carnell, Highway Superintendent

**Present Via Zoom:** Michael Messenger, Water & Sewer Superintendent

**Absent:** James Carnell, Director of Buildings, Planning & Zoning

**REGULAR MEETING – CALL TO ORDER**

Supervisor Rieber opened the meeting at 5:30 PM with the Pledge to the Flag.

**EXECUTIVE SESSION**

On a motion made by Councilman Schock and seconded by Councilwoman Meddaugh the Town Board Members directly entered into Executive Session at 5:31PM to discuss Employment Matters.

Executive Session was held.

The Town Board returned from Executive Session at 6:54PM. No action was taken.

The Town Board entered into a Brief Recess and reconvened 6:59PM.

**REGULAR MEETING – CONTINUED**

The Regular Town Board meeting continued at 7:00PM. This portion of the meeting was held in person and remotely via Videoconferencing streamed live on the Zoom app, which is accessible to the public. The meeting is also being recorded for full transcription purposes should it be required.

**APPROVAL OF MINUTES:**

On a motion made by Councilman Pavese and seconded by Councilman Mace the approval of the July 15<sup>th</sup>, 2025 Regular Town Board Meeting minutes were approved as presented.

Vote: Ayes 5                      Rieber, Pavese, Schock, Meddaugh, and Mace  
      Nays 0

**PRESENTATION BY: NUGENT & HAEUSSLER, P.C., CERTIFIED PUBLIC ACCOUNTANTS (2024 AUDIT REPORT/FINANCIAL STATEMENTS)**

Mr. Justin Wood, CPA, Partner of Nugent & Haeussler, P.C., Certified Public Accountants discussed the Town's audit/financial statements that their firm prepared for the Fiscal Year Ending 12/31/2024 and he provided a 15-minute presentation. The final audit of the financial statements for the year ending December 31, 2024 was received and filed in the Office of the Town Clerk and is available for public inspection upon request.

**PUBLIC COMMENT:** There was no public comment.

**CORRESPONDENCE:**

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

- Notice of Intent for Designation of Lead Agency – Emerald Green Pump Station # 6 Collection System Improvements - (MHE Engineering)
- NYSDEC: Annual Compliance Inspection- Melody Lake Sewer District STP – Satisfactory Rating
- NYSDEC: Annual Compliance Inspection – Sackett Sewer District STP – Satisfactory Rating
- NYSDEC: Notice of Violation - Melody Lake STP SPDES No. NY0030708

**AGENDA ITEMS:****1) SET DATE FOR PUBLIC HEARING: ROCK HILL/EMERALD GREEN CONSOLIDATED SEWER DISTRICT PUMP STATION # 6**

**The Following Resolution Was Duly Adopted: Res. No. 258 of the Year 2025.**

Resolved, that agenda item number 1 for the Rock Hill/Emerald Green Consolidated Sewer District Pump Station # 6 Project hereby be tabled for further discussion until the August 19<sup>th</sup>, 2025 Town Board Meeting.

Moved by: Councilman Schock

Seconded by: Councilman Pavese

Vote: Ayes 5    Rieber, Pavese, Schock, Meddaugh, and Mace  
      Nays 0

**2) REVIEW & APPROVE PROPOSAL FOR CYBER INSURANCE COVERAGE RENEWAL WITH COWBELL INSURANCE EFFECTIVE 08/05/2025, TOTAL COST OF \$6,161.00**

**The Following Resolution Was Duly Adopted: Res. No. 259 of the Year 2025.**

Town Board Meeting  
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Resolved, that the Town Board of the Town of Thompson hereby approves the insurance renewal quote for Cyber Insurance Coverage with the Cowbell Cyber Insurance Company for issuance of the Cyber Insurance Policy with aggregate limit of \$2,000,000.00, deductible \$25,000.00 for a total premium of \$6,161.00 effective August 5<sup>th</sup>, 2025 to August 5<sup>th</sup>, 2026.

Moved by: Councilman Mace

Seconded by: Councilman Schock

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

### **3) WATER & SEWER DEPT ITEMS:**

#### **A. APPROVE REPAIR OF TWO (2) WINSMITH GEAR REDUCERS FOR KIAMESHA WWTP CLARIFIERS**

Superintendent Messenger submitted a request to approve the repair of (2) Winsmith Gear Reducers for the Kiamesha Wastewater Treatment Plant Clarifiers. One clarifier is off-line awaiting repair and the other will be used as a spare in case of failure. The repair comes with a new 2-year warranty on each unit.

#### **The Following Resolution Was Duly Adopted: Res. No. 260 of the Year 2025.**

The Town Board of the Town of Thompson hereby authorizes the repair of (2) Winsmith Gear Reducers for the Kiamesha Wastewater Treatment Plant Clarifiers at a cost not to exceed \$50,000.00 plus shipping.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Pavese

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

### **4) HIGHWAY DEPT ITEMS:**

#### **A. REVIEW & APPROVE BID FOR REPLACEMENT OF GASOLINE & DIESEL PUMPS AT HIGHWAY DEPT, 33 JEFFERSON STREET**

Highway Superintendent Hayden Carnell submitted a recommendation that the low bidder SMP Pump & Tank, Inc. be awarded the Bid for Replacement of Gasoline & Diesel Pumps at the Highway Department at a price of \$23,363.63 with installation. Attorney Mednick will notify the Village of Monticello and the Monticello Fire Department of this purchase as they share this service with the Town. Director Weyer also said that this purchase was submitted to Assemblymember Paula E. Kay for possible funding. Action to award the bid to the low bidder was taken as follows:

#### **The Following Resolution Was Duly Adopted: Res. No. 261 of the Year 2025.**

Resolved that the bid of SMP Pump & Tank, Inc. for the Replacement of Gasoline & Diesel Pumps at the Highway Department for the Highway Department at a total amount of \$23,363.63 with installation hereby be approved and the Town Clerk is hereby authorized to notify the successful bidder of the award thereof.

Motion by: Councilman Schock

Seconded by: Councilman Pavese

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**B. REVIEW & AWARD BIDS: DIESEL, #2 HEATING FUEL, KEROSENE, & GASOLINE  
OPENED 07/31/2025 AT 2PM (1 YEAR CONTRACT WITH OPTION OF 1 YEAR  
EXTENSION)**

The Town opened bids for Diesel Fuel, #2 Fuel Oil, Kerosene and Unleaded Gasoline, which were opened and read on 07/31/2025 at 2PM. A copy of the bid results was provided to the Town Board for their review. There were (3) bids received in as follows:

1) County Petroleum Products, Inc.

**Undyed Ultra Low Sulfur Diesel**

Journal Price per Gallon \$2.6472

Bid per Gallon over Journal (+.25)

Total Bid \$2.8972

**#2 Fuel Oil**

Journal Price per Gallon \$2.62265

Bid per Gallon over Journal (+.25)

Total Bid \$2.87265

**Kerosene**

Journal Price per Gallon \$3.018

Bid per Gallon over Journal (+.75)

Total Bid \$3.768

**Unleaded Gasoline**

Journal Price per Gallon \$2.09625

Bid per Gallon over Journal (+.30)

Total Bid \$2.39625

2) Jus-Sar Fuel, Inc. dba Black Bear Fuel & Resnick Energy

**Undyed Ultra Low Sulfur Diesel**

Journal Price per Gallon \$2.6472

Bid per Gallon over Journal (+.248)

Total Bid \$2.8952

**#2 Fuel Oil**

Journal Price per Gallon \$2.6227

Bid per Gallon over Journal (+.277)

Total Bid \$2.8997

**Kerosene**

Journal Price per Gallon \$3.018

Bid per Gallon over Journal (+.75)

Total Bid \$3.768

**Unleaded Gasoline**

Journal Price per Gallon \$2.0963

Bid per Gallon over Journal (+.248)

Total Bid \$2.3443

3) Mirabito Energy Products

**Undyed Ultra Low Sulfur Diesel**

Journal Price per Gallon \$2.6472

Bid per Gallon over Journal (+.1670)  
Total Bid \$2.8142

**#2 Fuel Oil**

Journal Price per Gallon \$2.6227  
Bid per Gallon over Journal (+.1760)  
Total Bid \$2.7987

**Kerosene**

Journal Price per Gallon \$3.0180  
Bid per Gallon over Journal (+.3600)  
Total Bid \$3.3780

**Unleaded Gasoline**

Journal Price per Gallon \$2.0963  
Bid per Gallon over Journal (+.2776)  
Total Bid \$2.3239

Highway Superintendent Hayden Carnell must verify the specifications of the bid and will require more time to review. He requested that the awarding of the bid be tabled until the next Town Board Meeting.

**The Following Resolution Was Duly Adopted: Res. No. 262 of the Year 2025.**

Resolved, that agenda item number 4B for the Fuel Bid Opened 07/31/2025 hereby be tabled for further discussion until the August 19<sup>th</sup>, 2025 Town Board Meeting.

Motion by: Councilman Schock                      Seconded by: Councilman Mace

Vote: Ayes 5                      Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

**5) HAMASPIK RESORT: PRIVATE ROAD NAME REQUEST – KOLOSHITZ WAY, ROCK HILL, NY, SBL # 35.-1-7.1**

**The Following Resolution Was Duly Adopted: Res. No. 263 of the Year 2025.**

Resolved, that upon the request of Hamaspik Resort and approval of the Sullivan County Information Technology Services Systems the (1) roadway located within the private community known as Hamaspik Resort is adopted as indicated on the provided map hereby be named as follows: Koloshitz Way, Rock Hill, NY, SBL # 35.-1-7.1.

Further Be It Resolved, that the Town Clerk is hereby directed to notify the Sullivan County E911 Control Center of said change and request that all property owners/residents hereby be notified accordingly.

Motion by: Councilman Mace                      Seconded by: Councilman Schock

Vote: Ayes 5                      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**6) DISCUSSION: BEAVER LAKE ESTATES, LTD – REQUEST FOR (SCHOOL) SPEED LIMIT**

Highway Superintendent Carnell received correspondence from Mr. Harry Wiesel, President of Beaver Lake Estates, Ltd. with traffic concerns in regards to pedestrians



crossing the road on both sides of their development. Beaver Lake Homeowners were present expressing concern with the crossing area on the hilly area of Rose Valley Road with limited sight distance. Superintendent Carnell said he will paint a stencil saying "SLOW" directly on the road. The State is responsible for designating school zones. Supervisor Rieber will reach out to the NYS DOT for a Speed Zone Request for a school zone for the summer camp program. Councilwoman Meddaugh also asked Superintendent Carnell to look at other roads that have similar speeding concerns.

**The Following Resolution Was Duly Adopted: Res. No. 264 of the Year 2025.**

Resolved, that the Town Supervisor hereby be authorized to forward a speed zone request for a speed zone evaluation for a reduced speed along Southwoods Drive at Beaver Lake Estates, Ltd. to the NYS DOT for further determination.

Motion by: Councilman Schock                      Seconded by: Councilwoman Meddaugh

Vote: Ayes 5                      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**7) WATER QUALITY IMPROVEMENT PROJECT PROGRAM FOR BRIDGE REPLACEMENT ON BIG WOODS ROAD THROUGH THE NYS CONSOLIDATED FUNDING APPLICATION**

Director Weyer submitted an application for the NYSDEC Water Quality Improvement Program through the New York State Consolidated Funding Application portal by the July 31, 2025 deadline as requested by Superintendent Carnell. Superintendent Carnell stated that this project must be completed regardless of the grant funding due to the condition of the bridge. He will need a temporary easement for a Temporary Road in order to repair the area when the project starts. The application was submitted by the program deadline.

**The Following Resolution Was Duly Adopted: Res. No. 265 of the Year 2025.**

Resolved that the application for funding through New York State Consolidated Funding that was previously submitted due to time constraints be approved, nunc pro tunc.

Motion by: Councilwoman Meddaugh                      Seconded by: Councilman Schock

Vote: Ayes 5                      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**8) JOINT LETTER OF SUPPORT FOR THE HARLEN SWAMP WETLAND COMPLEX PROPERTY**

Councilwoman Meddaugh said that she and Director Weyer worked on the letter of support. The YMCA and the Orange County Land Trust approved this letter.

**The Following Resolution Was Duly Adopted: Res. No. 266 of the Year 2025.**

Resolved, that the Town Board of the Town of Thompson hereby authorizes a joint letter of support to be issued to the Sullivan County Real Property Advisory Board in



connection with the Harlen Swamp Wetland Complex Property and that the Town Supervisor hereby be authorized to sign said letter.

Motion by: Councilman Pavese                      Seconded by: Councilman Schock

Vote: Ayes 5                      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

## **9) REVIEW & APPROVE REQUESTS FOR PROPOSALS (RFP'S): CUSTODIAL CLEANING SERVICES**

### **RFP For Cleaning Services**

*Requested services: Clean Town Hall & Water/Sewer Dept building twice per week*

	<b>Vendor #1</b>	<b>Vendor #2</b>	<b>Vendor #3</b>	<b>Vendor #4*</b>	<b>Vendor #5*</b>
Business Name	Harry O's Cleaning Services, Inc.	Crown United Services LLC	LN Pro Services LLC	Constable Custodial Service, Inc.	Facilities Maintenance Corp. of Florida
Location	Monticello, NY	Yonkers, NY	Valley Stream, NY	Liberty, NY	Wappingers Falls, NY
Town Hall cost	\$230.77	\$300.00	\$1,650.00	\$299.31	\$349.38
W/S Dept. cost	\$173.08	\$300.00	\$650.00	\$229.62	\$217.15
Total Annual Cost (approx.)	\$21,000.20	\$31,200.00	\$119,600.00	\$27,504.00	\$29,460.00

Notes:

\* Provided annual cost for each versus weekly cost

### **The Following Resolution Was Duly Adopted: Res. No. 267 of the Year 2025.**

Resolved that the proposal of Harry O's Cleaning for the Custodial Cleaning Services for the Town Hall and the Water and Sewer Department in the amount of \$21,000.20 per year hereby be approved. The Town Clerk will notify the successful contractor of the approval granted.

Motion by: Councilman Schock                      Seconded by: Councilwoman Meddaugh

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

## **10) DISCUSSION: THOMPSON DRAFT COMPREHENSIVE PLAN**

Councilwoman Meddaugh asked the Board if they had received the link and had a chance to review the Draft and if they had any comments. She has several recommendations herself. The Board was asked for their comments by the following week. Ms. Helen Budrock, Senior Planner of Delaware Engineering was present via Zoom to explain the process of the Comprehensive Plan. There needs to be (2) two public hearings, one on the Draft Plan and then one on the Final Plan. The first public hearing will be set at the next town board meeting(08/19/2025), for a Public Hearing Date of 09/16/2025. Ms. Budrock will be present at the 09/16/2025 Town Board Meeting to present the Draft.

**11) BILLS OVER \$5,000.00 – HIGHWAY DEPT.**

**The Following Resolution Was Duly Adopted: Res. No. 268 of the Year 2025.**

**Ferry, Inc.**

**\$6,133.85 Total Cost**

Invoice # 71243 – Miscellaneous parts/fittings for plow truck builds.

Moved by: Councilman Pavese                      Seconded by: Councilwoman Meddaugh

Vote: Ayes 5                      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 269 of the Year 2025.**

**Campbell Freightliner of Orange County, LLC.**

**\$5,041.06 Total Cost**

Invoice # 3047178:02 – Repair work to Truck # 28 that was towed to Campbell for electrical problems. (Sole Source)

Moved by: Councilman Pavese                      Seconded by: Councilwoman Meddaugh

Vote: Ayes 5                      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 270 of the Year 2025.**

**Westchester Tractor**

**\$9,030.00 Total Cost**

Invoice # 907290 – Hydraulic tilt grading bucket and hydraulic thumb attachment.

Moved by: Councilman Pavese                      Seconded by: Councilwoman Meddaugh

Vote: Ayes 5                      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 271 of the Year 2025.**

**Cyncon Equipment, Inc.**

**\$150,148.89 Total Cost**

Invoice # 98688 – Hooklift Skid Mounted Leaf Vac (Sourcewell Contract #093021-GEP).

Moved by: Councilman Pavese                      Seconded by: Councilwoman Meddaugh

Vote: Ayes 5                      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**11) BILLS OVER \$5,000.00 – WATER & SEWER DEPT.**

**The Following Resolution Was Duly Adopted: Res. No. 272 of the Year 2025.**

**Critex, LLC.**

**\$10,116.62 Total Cost**

Invoice # OO-17437 – Materials for Manholes for Adelaar Water and Sewer(Sole Source)

Moved by: Councilman Mace                      Seconded by: Councilwoman Meddaugh

Vote: Ayes 5                      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 273 of the Year 2025.**

**Slack Chemical****\$5,014.00 Total Cost**

Invoice # 488129 – SternPac for Consolidated Rock Hill/Emerald Green SD (Sole Source)

Moved by: Councilman Mace

Seconded by: Councilwoman Meddaugh

Vote: Ayes 5      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**11) BILLS OVER \$5,000.00**

**The Following Resolution Was Duly Adopted: Res. No. 274 of the Year 2025.**

**Delaware Engineering****\$10,072.50 Total Cost**

Invoice # 24-3143-5 – Engineering Services for engineering services through June 2025 on the Emerald Green WWTP Phase 2 Plant Upgrades Project

Moved by: Councilman Mace

Seconded by: Councilwoman Meddaugh

Vote: Ayes 5      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 275 of the Year 2025.**

**MHE Engineering****\$5,000.00 Total Cost**

Invoice # 23185 – Engineering Services for engineering services for Design & Bidding of the Emerald Green Pump Station 1, 2, & 3 Improvement Project

Moved by: Councilman Mace

Seconded by: Councilwoman Meddaugh

Vote: Ayes 5      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 276 of the Year 2025.**

**MHE Engineering****\$10,000.00 Total Cost**

Invoice # 23186 – Engineering Services for engineering services for Design & Bidding of the Sackett Lake Sewer District I & I Improvement Project

Moved by: Councilman Mace

Seconded by: Councilwoman Meddaugh

Vote: Ayes 5      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**12) BUDGET TRANSFERS & AMENDMENTS**

**The Following Resolution Was Duly Adopted: Res. No. 277 of the Year 2025.  
Resolved**

To:      Town of Thompson - Supervisor and Council

From:    Melissa DeMarmels - Comptroller

Re:      Budget Transfers & Amendments - FYE 12/31/25

Board  
Date: Meeting 8/5/2025

Memo: The following Budget Transfers & Amendments are proposed for the following purposes:

- 1) Cover additional insurance expense with additional tax penalties revenue

Town Of Thompson						
Budget Transfers/Amendments						
FYE 12/31/25		Town Board Meeting Date:		8/5/2025		
			Revenue	Revenue	Appropriation	Appropriation
<u>Account Number</u>	<u>Account Description</u>		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
A000.1090.000	Interest & Penalties on Property Taxes		12,000.00			
A000.1910.400	Insurance	Cyber Policy & additional endorsements			12,000.00	
		Totals	12,000.00	-	12,000.00	-
				Net Effect To Budget		-

Moved by: Councilman Pavese                      Seconded by: Councilman Schock  
Vote: Ayes 5                      Rieber, Pavese, Schock, Meddaugh, and Mace  
      Nays 0

**13) ORDER BILLS PAID**

**The Following Resolution Was Duly Adopted: Res. No. 278 of the Year 2025.**

Resolved, that all regular bills for the course of the month, which have been properly audited be approved for payment. A complete list of the regular bills as identified can be found appended to these minutes as per attached.<sup>1</sup>

Moved by: Councilwoman Meddaugh      Seconded by: Councilman Schock

Vote: Ayes 5      Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

### **OLD BUSINESS:**

#### **DISCUSSION: TOWN AS TEMPORARY OPERATOR FOR CRYSTAL WATER SUPPLY COMPANY, INC.**

Supervisor Rieber and Attorney Mednick will report on this matter at the next Town Board meeting.

#### **CARPET MAT RENTAL**

Supervisor Rieber reported that there were two prices received, Uniform USA and Cintas. Both companies change out the mats weekly. However, while Uniform USA offered to gift the scraper mat in front of the Town Hall entrance, they do not change it out each week. Supervisor Rieber wants in changed out each week to keep the grit and dirt off of the Town Hall carpet. Superintendent Somers and the Town Board agreed.

1) Uniform USA

\$52.50 per week

2) Cintas

\$50.78 per week/\$53.32 per week starting January 2026

#### **The Following Resolution Was Duly Adopted: Res. No. 279 of the Year 2025.**

Resolved that the proposal of Cintas for the Carpet Mat Rental for the Town Hall in the amount of \$50.78 per week through December 2025 and in the amount of \$53.32 per week starting January 2026 hereby be approved.

Motion by: Councilman Schock

Seconded by: Councilman Pavese

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

#### **MELODY LAKE WATER SYSTEM IMPROVEMENT PROJECT - CHANGE ORDER NO. 01**

MHE Engineering submitted a change order for the Melody Lake Water System Improvement Project to install a trench drain on three sides of project site, undercut tank pad, and building pad to remove unsuitable soils and install drainage under tank and building pad. The additional charges were reviewed and the proposal/change orders were increased by \$29,235.71. The Town Board agreed to the increase and action to authorize the additional cost of \$29,235.71 was taken as follows:

#### **The Following Resolution Was Duly Adopted: Res. No. 280 of the Year 2025.**

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<sup>1</sup> ATTACHMENT: ORDER BILLS PAID

Resolved, that Change Order No. 01 from Wittcon, Inc. for additional cost of the trench drain hereby be approved for a total additional cost of \$29,235.71.

Motion by: Councilman Mace

Seconded by: Councilman Pavese

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**RESOLUTION TO AUTHORIZE HIRING OF ANTHONY J. REIN, TEMPORARY CLERK IN THE ASSESSOR'S OFFICE AT AN HOURLY RATE OF \$40.00, EFF. 08/06/2025 AND ENDING 08/18/2025**

The Town Board has discussed and agreed to hire Mr. Anthony J. Rein as Assessor upon Assessor Krzywicki's retirement and State approval. Mr. Rein will train with Assessor Krzywicki one week prior to transitioning to the Assessor position and will serve as temporary Assessor until the State approves him.

**The Following Resolution Was Duly Adopted: Res. No. 281 of the Year 2025.**

Resolved that Anthony J. Rein hereby be hired as a provisional temporary Clerk in the Town of Thompson Assessor's Office at an hourly rate of **\$40.00 per hour** effective 08/06/2025 to 08/18/2025.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Schock

Vote: Ayes 5 Rieber, Meddaugh, Pavese, Schock and Mace

Nays 0

**APPOINTMENT OF TOWN ASSESSOR & ESTABLISHMENT OF SALARY**

**The Following Resolution Was Duly Adopted: Res. No. 282 of the Year 2025.**

Resolved, that Anthony J. Rein be, and is hereby appointed as temporary Town of Thompson Assessor to replace Van B. Krzywicki effective August 19, 2025 for a six-year term with a 6-month probationary period until February 19<sup>th</sup>, 2026 at the budgeted salary until appointment is approved by New York State.

Further Be It Resolved that said appointment is subject to all necessary certifications and qualifications set forth by New York State Office of Real Property Tax Services.

Motion by: Councilwoman Meddaugh

Seconded by: Councilman Schock

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

**NEW BUSINESS**

There was no new business reported on.

**REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS**

**Supervisor William J. Rieber, Jr.**

- No additional items reported upon.

**Highway Superintendent Hayden Carnell**

- Bike4Chai Bicycle Race from Kalahari Resort to Monticello Motor Club, 08/12/25 - 08/14/25. Superintendent Carnell stated that he did not receive any request for use of the Town of Thompson roads. He does not know which Town Roads are being used.
- Highway Barn Roof – Superintendent Carnell has not heard back from MHE, but the roof needs to be repaired as soon as possible. He would like to remove parts of the roof to determine the extent of the problem. This could become an Emergency Repair.

### **Parks & Recreation Superintendent Somers**

- Concert Series is going great at Lake Ida Park.
- There is interest in renting Lake Ida Park at well
- Town Hall AC Unit was not working correctly and leaked into the Court Payment Office, but it is now repaired beautifully. The world did not come to an end.
- Headstone was dislodged by a tree in the Thompsonville Cemetery

### **THOMPSONVILLE CEMETERY**

Superintendent Somers reported that there was a Facebook Post regarding the condition of this cemetery, which is the resting place of the founder of the Town of Thompson, William A. Thompson. Superintendent Somers, Electrician Brad Bastone, and Town Historian Al Dumas visited the Cemetery and determined it needed maintenance. They will need to cut some tree limbs and repair the right of way in order to get the equipment needed into the cemetery to do the maintenance. The right of way is on the owner's property. While Superintendent Somers did receive verbal permission from the property owner, Attorney Mednick will prepare a written letter for the property owner to sign giving the Town permission to do some tree work including the clean-up, to get the equipment into the cemetery.

### **Comptroller DeMarmels**

- Retired Highway Superintendent Benjamin received a letter from FEMA stating they were de-funding a project from Hurricane Irene (Year 2011). They are requesting the Town to re-imburse them \$28,000.00. Comptroller DeMarmels is questioning FEMA on the original grant obligations and discrepancies between two different FEMA grants for the same project.

### **Director Weyer**

- Youth Bureau Funding is available and due 08/21/2025. She would like approval to apply for both the Youth Development Program and the Youth Sports & Education Program.

### **YOUTH DEVELOPMENT PROGRAM AND THE YOUTH SPORTS & EDUCATION PROGRAM**

**The Following Resolution Was Duly Adopted: Res. No. 283 of the Year 2025.**



Resolved, that the Town Board of the Town of Thompson hereby authorizes Director Weyer to apply for grant funding for both the Youth Development Program and the Youth Sports & Education Opportunity Program.

Moved by: Councilman Mace

Seconded by: Councilman Pavese

Vote: Ayes 5      Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

### **Councilman Pavese**

- Monticello Elks Drive - Thru Chicken Dinner, 08/06/25, 4PM-7PM
- Monticello Bagel Fest – 08/10/25, 9AM-4PM

### **PUBLIC COMMENT**

There was no public comment.

### **ADJOURNMENT**

On a motion made by Councilman Schock and seconded by Councilman Pavese the meeting was adjourned at 8:25PM. All board members voted in favor of adjourning the meeting.

**Respectfully Submitted By:**

---

**Kelly M. Murran, Deputy Town Clerk**



**Department of  
Environmental  
Conservation**

KATHY HOCHUL  
Governor

AMANDA LEFTON  
Commissioner

August 13, 2025

SENT VIA EMAIL ONLY  
[supervisor@thompsonny.gov](mailto:supervisor@thompsonny.gov)

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

Re: **Reconnaissance Inspection**  
Annual Compliance Inspection  
Dillon Farms Sewer District  
Town of Thompson, Sullivan County  
SPDES Permit #NY0214507

Dear Permittee:

On July 18, 2025, a reconnaissance compliance inspection of the above referenced facility was performed to evaluate compliance with the State Pollutant Discharge Elimination System (SPDES) Permit and Article 17 of the Environmental Conservation Law (ECL). Please refer to the attached Wastewater Treatment Facility Inspection Form and note the satisfactory rating.

Your cooperation in operating and maintaining this facility, complying with the SPDES Permit, and the protection of New York's waters is appreciated. Should you have any questions please contact me at (845) 633-5452 or [Alyssa.jaffee@dec.ny.gov](mailto:Alyssa.jaffee@dec.ny.gov).

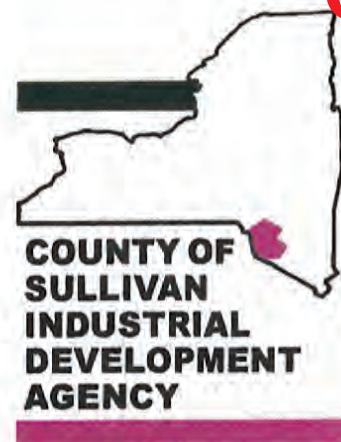
Best Regards,

A handwritten signature in black ink, appearing to read "Alyssa Jaffee".

Alyssa Jaffee  
Environmental Engineer Technician 1

Cc: Mike Messenger, Town Superintendent, Chief Operator  
Manju Cherian, PE, RWE, NYSDEC

548 Broadway  
 Monticello, New York 12701  
 (845) 428-7575  
 (845) 428-7577 FAX  
 TTY 711



August 7, 2025

Mr. Joshua Potosek, County Manager  
 County of Sullivan  
 100 North Street, P.O. Box 5012  
 Monticello, New York 12701

*via certified mail with return receipt*

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

*via certified mail with return receipt*

Matthew T. Evans, Ed.D, Superintendent  
 Monticello Central School District  
 60 Jefferson Street, Suite 3  
 Monticello, New York 12701

*via certified mail with return receipt*

Ms. Ann-Marie Foss, District Clerk  
 Monticello Central School District  
 60 Jefferson Street, Suite 3  
 Monticello, New York 12701

*via certified mail with return receipt*

Dear Mr. Potosek, Mr. Rieber, Dr. Evans, and Ms. Foss,

For your information, enclosed please find a copy of the proposed County of Sullivan Industrial Development Agency ("Agency") resolution appointing Empire Resorts, Inc. and Monticello Raceway Management, Inc. ("Company") as Agent of the Agency for the purpose of undertaking a project to consist of transition to the Company of all remaining benefits available to EPT Concord II, LLC and EPR Concord II, L.P. (collectively, "EPR") pursuant to the Master Development and Agent Agreement dated October 21, 2013 ("2013 MDAA") and related transaction documents, as amended from time to time ("Resolution"). The Project is located on 62 parcels of land containing approximately 1,134.6 acres.

It is anticipated that the Agency will discuss and vote on the Resolution at its next regular Board meeting, scheduled for 11:00 AM on Monday, August 11, 2025, in the Legislative



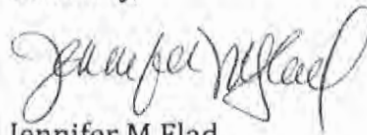
Committee Room at the Sullivan County Government Center, 100 North Street, Monticello, New York.

The Project Application is available on the Agency's website at:  
<http://www.sullivanida.com/project-documents/>

The August 11 meeting agenda and related documents will be posted on the Agency's website at: <https://www.sullivanida.com/2025-notices-agendas-minutes-and-resolutions/>

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

Sincerely,



Jennifer M Flad  
Executive Director

ec:

Joshua Potosek, [joshua.potosek@sullivanny.gov](mailto:joshua.potosek@sullivanny.gov)

William J. Rieber, Jr., [supervisor@thompsonny.gov](mailto:supervisor@thompsonny.gov)

Matthew T. Evans, [mevans@k12mcsd.net](mailto:mevans@k12mcsd.net)

Ann-Marie Foss, [clerk@k12mcsd.net](mailto:clerk@k12mcsd.net)

Timothy Crumley, Monticello CSD Board President, [tcrumley@k12mcsd.net](mailto:tcrumley@k12mcsd.net)

Rosemarie Savaglio, Exec. Assistant to the Co. Manager, [rosemarie.savaglio@sullivanny.gov](mailto:rosemarie.savaglio@sullivanny.gov)

Anna-Marie Novello, Sullivan Co. Commissioner of Mgt & Budget, [anna-marie.novello@sullivanny.gov](mailto:anna-marie.novello@sullivanny.gov)

Marilee Calhoun, Town of Thompson Clerk, [marilee@thompsonny.gov](mailto:marilee@thompsonny.gov)

Van B. Krzywicki, Town of Thompson Assessor, [assessor@thompsonny.gov](mailto:assessor@thompsonny.gov)

Karen Schaefer, Conf. Secretary to the Thompson Supervisor, [kschaefer@thompsonny.gov](mailto:kschaefer@thompsonny.gov)

Elizabeth Terwilliger, Monticello CSD Accountant/ Treasurer, [eterwilliger@k12mcsd.net](mailto:eterwilliger@k12mcsd.net)

enclosure

# State of New York

REMITTANCE ADVICE for CHECK NO. 10598366

**A C-3**

**NOTICE:** To access remittance information on any one of your NYS payments, visit <https://esupplier.sfs.ny.gov/>

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
GAM01 NYS Gaming Commission		00038707	RWC Distrib 1st Qtr 25-26	07/18/25	601,259.54

GOV'T ENTITIES, VENDORS, NOT-FOR-PROFITS:

Go to <http://www.osc.state.ny.us/state-vendors> for Electronic Payments information

**Non-Negotiable** Check Total \$601,259.54

**DETACH HERE BEFORE CASHING** ↓

**PLEASE CASH WITHIN 180 DAYS**

09904145

\$601,259.54

**State of New York**

DEPARTMENT OF TAXATION AND FINANCE  
DIVISION OF THE TREASURY

AUGUST 01, 2025

GAM01

Check No. 10598366

29-55  
213

**KNOW YOUR ENDORSER**

Pay to the  
Order of:

THOMPSON TOWN OF

\$601,259.54

*Thomas P. DiNapoli*  
Thomas P. DiNapoli  
State Comptroller

KeyBank N.A.

*Amanda Hiller*  
Amanda Hiller  
Acting Commissioner, Taxation and Finance

⑈10598366⑈ ⑆021300556⑆ 320993202789⑈



**Town of Thompson**  
**General Ledger Detail Transaction Report**  
**Fiscal Year 2025**

Account Number	Account Description		AM	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Enc/Liq	Act Exp
A000.3016.000	CASINO LICENSING FEE & GAMING REVENUES										
YEAR FORWARD BALANCE											\$0.00
Rebuild BY Journal	1	1/1/2025	BY1-1				(\$1,750,000.00)	\$0.00	\$0.00	\$0.00	
				Mth 1	Total		(\$1,750,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
RW Catskills Quarterly pmt - Host Aid	5	5/20/2025	CR116285	NYS ck# 10465208			\$0.00	\$0.00	\$494,393.47	\$0.00	
RW Catskills Quarterly pmt - Hold Harmless	5	5/20/2025	CR116285	NYS ck# 10465208			\$0.00	\$0.00	\$102,162.61	\$0.00	
				Mth 5	Total		\$0.00	\$0.00	\$596,556.08	\$0.00	(\$596,556.08)
RW Catskills Quarterly pmt - Host Aid	8	8/11/2025	CR116782	NYS ck# 10598366			\$0.00	\$0.00	\$492,149.77	\$0.00	
RW Catskills Quarterly pmt - Hold Harmless	8	8/11/2025	CR116782	NYS ck# 10598366			\$0.00	\$0.00	\$109,109.77	\$0.00	
				Mth 8	Total		\$0.00	\$0.00	\$601,259.54	\$0.00	(\$601,259.54)
YTD Total for A000.3016.000	CASINO LICENSING FEE & GAMING REVENUES						(\$1,750,000.00)	\$0.00	\$1,197,815.62	\$0.00	(\$1,197,815.62)
Total for Fund A000							(\$1,750,000.00)	\$0.00	\$1,197,815.62	\$0.00	(\$1,197,815.62)
Grand Total							(\$1,750,000.00)	\$0.00	\$1,197,815.62	\$0.00	(\$1,197,815.62)





**Town of Thompson**  
**General Ledger Detail Transaction Report**  
**Fiscal Year 2024**

Account Number	Account Description					Budget Amount	Debit	Credit	Enc/Liq	Act Exp
	AM	Journal Date	Type/Num	Reference						
<b>A000.3016.000</b>	<b>CASINO LICENSING FEE &amp; GAMING REVENUES</b>									
YEAR FORWARD BALANCE										\$0.00
Rebuild BY Journal	1	1/1/2023	BY1-1			(\$1,750,000.00)	\$0.00	\$0.00	\$0.00	
				Mth 1	Total	(\$1,750,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
RW Catskills Quarterly pmt - Host Aid	5	5/13/2024	CR114473	NYS ck# 09879372		\$0.00	\$0.00	\$479,688.50	\$0.00	
RW Catskills Quarterly pmt - Hold Harmless	5	5/13/2024	CR114473	NYS ck# 09879372		\$0.00	\$0.00	\$103,318.90	\$0.00	
				Mth 5	Total	\$0.00	\$0.00	\$583,007.40	\$0.00	(\$583,007.40)
RW Catskills Quarterly pmt - Host Aid	8	8/6/2024	CR114859	NYS ck# 10041016		\$0.00	\$0.00	\$495,044.64	\$0.00	
RW Catskills Quarterly pmt - Hold Harmless	8	8/6/2024	CR114859	NYS ck# 10041016		\$0.00	\$0.00	\$109,006.29	\$0.00	
				Mth 8	Total	\$0.00	\$0.00	\$604,050.93	\$0.00	(\$604,050.93)
RW Catskills Quarterly pmt - Host Aid	11	11/14/2024	CR115320	NYS ck# 10196202		\$0.00	\$0.00	\$535,264.77	\$0.00	
RW Catskills Quarterly pmt - Hold Harmless	11	11/14/2024	CR115320	NYS ck# 10196202		\$0.00	\$0.00	\$117,124.61	\$0.00	
				Mth 11	Total	\$0.00	\$0.00	\$652,389.38	\$0.00	(\$652,389.38)
Casino Licensing Fee & Gaming Revenues	12	12/31/2024	BE115938	Budget Transfers & Amendments		(\$685,125.00)	\$0.00	\$0.00	\$0.00	
Year End Revenue Accruals	12	12/31/2024	JE115986	RW Catskills 4th Qtr Gaming Revenue		\$0.00	\$0.00	\$487,236.50	\$0.00	
Year End Revenue Accruals	12	12/31/2024	JE115986	RW Catskills 4th Qtr Hold Harmless		\$0.00	\$0.00	\$108,445.30	\$0.00	
				Mth 12	Total	(\$685,125.00)	\$0.00	\$595,681.80	\$0.00	(\$595,681.80)
YTD Total for A000.3016.000				CASINO LICENSING FEE & GAMING REVENUES		(\$2,435,125.00)	\$0.00	\$2,435,129.51	\$0.00	(\$2,435,129.51)
Total for Fund A000						(\$2,435,125.00)	\$0.00	\$2,435,129.51	\$0.00	(\$2,435,129.51)
Grand Total						(\$2,435,125.00)	\$0.00	\$2,435,129.51	\$0.00	(\$2,435,129.51)



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 August 19, 2025

**RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQR  
FOR EMERALD GREEN PUMP STATION #6 COLLECTION SYSTEM  
IMPROVEMENT PROJECT, WITHIN THE CONSOLIDATED ROCK  
HILL/EMERALD GREEN SEWER DISTRICT**

**WHEREAS**, the Town Board of the Town of Thompson declared itself lead agency pursuant to Resolution dated July 15, 2025 in connection with the coordinated review of the proposed unlisted action for the Emerald Green Pump Station #6 Collection System Improvement Project, within the Consolidated Rock Hill/Emerald Green Sewer District; and

**WHEREAS**, a Full Environmental Assessment Form has been filed in connection with the proposed Project, a copy of which is attached hereto and made a part of this Resolution; and

**WHEREAS**, a public hearing shall be conducted in connection with the Project financing on September 2, 2025, for the aforementioned Project.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Thompson determines that there are no negative environmental impacts that would be caused as a result of the proceeding with the Emerald Green Pump Station #6 Collection System Improvement Project, within the Consolidated Rock Hill/Emerald Green Sewer District, with NYSEFC WIIA Grant; and

**FURTHER BE IT RESOLVED**, it is determined that the Town Board of the Town of Thompson makes a negative declaration with regard to any environmental impacts caused as a result of the proposed aforementioned Project.

Moved by \_\_\_\_\_  
Seconded by \_\_\_\_\_  
Adopted the 19<sup>th</sup> day of August, 2025.

The members of the Town Board voted as follows:

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

STATE OF NEW YORK )

(ss:

COUNTY OF SULLIVAN )

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto declaring negative declaration for proposed Emerald Green Pump Station #6 Collection System Improvement Project within the Consolidated Rock Hill/Emerald Green Sewer District with NYSEFC WIIA Grant was adopted by said Town Board on August 19, 2025, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of aid original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on August \_\_, 2025.

MARILEE J. CALHOUN, TOWN CLERK

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

Name of Action or Project: Emerald Green/Rock Hill Sewer District Pump Station #6 Collection System Improvement Project		
Project Location (describe, and attach a general location map): Sections and sidestreets off of Lake Shore Drive S, Lake Shore Drive E, and Lake Louise Marie Rd. See attached map for accurate depiction of work area.		
Brief Description of Proposed Action (include purpose or need): To reduce the Town's current issues with inflow and infiltration in their sewer collection system, the project includes replacement of approximately 3,855 LF of sewer main and relining of approximately 6,423 LF of sewer main contributing to the Town's inflow and infiltration problems. Additionally, 65 lateral connections and 21 manholes will be replaced, and an additional 46 manholes will be relined.		
Name of Applicant/Sponsor: Town of Thompson	Telephone: 845-794-2500 Ext. 306	
	E-Mail: supervisor@thompsonny.gov	
Address: 4052 State Route 42		
City/PO: Monticello	State: NY	Zip Code: 12701
Project Contact (if not same as sponsor; give name and title/role): Mathew Sickler	Telephone: (570) 296-2765	
	E-Mail: msickler@mhepc.com	
Address: 111 Wheatfield Drive		
City/PO: Milford	State: PA	Zip Code: 18337
Property Owner (if not same as sponsor):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

## B. Government Approvals

### B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board Bond Resolution	8/19/2025 (projected)
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSEFC, NYSDEC	September 2025 (projected)
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## C. Planning and Zoning

### C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

### C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

NYS Major Basins: Upper Delaware

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

### C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No  
If Yes, what is the zoning classification(s) including any applicable overlay district?

Suburban Residential

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☒ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site? \_\_\_\_\_

### C.4. Existing community services.

a. In what school district is the project site located? Monticello Central School District

b. What police or other public protection forces serve the project site?

New York State Police, Sullivan County Sheriff

c. Which fire protection and emergency medical services serve the project site?

ROCK HILL FIRE DEPT

d. What parks serve the project site?

N/A

### D. Project Details

#### D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Municipal

b. a. Total acreage of the site of the proposed action? 0.45 acres

b. Total acreage to be physically disturbed? 0.45 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.45 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 12 months

ii. If Yes:

- Total number of phases anticipated \_\_\_\_\_

- Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year

- Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_

f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? <u>Sewer forcemain installation</u> ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): <u>2,100 CY</u> • Over what duration of time? <u>2 months</u> iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. <u>As sewer forcemain is replaced, earth within the alignment of the forcemain will be removed and backfilled in place following the installation of the forcemain.</u>	
iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No  
If Yes, describe: \_\_\_\_\_

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No  
If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

---

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No  
If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No  
If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No  
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No  
If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

---

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No  
If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

\_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No  
If Yes:

- Name of wastewater treatment plant to be used: Emerald Green Wastewater Treatment Plant
- Name of district: Emerald Green
- Does the existing wastewater treatment plant have capacity to serve the project? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No



<ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? _____</li> <li>• Will a line extension within an existing district be necessary to serve the project? _____</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____            _____            _____</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____            _____            _____</p>		
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____            _____            _____</p>		
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 20px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 20px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____            _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____            _____</p> <ul style="list-style-type: none"> <li>• If to surface waters, identify receiving water bodies or wetlands: _____              _____</li> <li>• Will stormwater runoff flow to adjacent properties? _____</li> </ul>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>		
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  <u>Excavator, remote control compaction equipment.</u></p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____            _____</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend  <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 24/7</li> <li>• Saturday: _____ 24/7</li> <li>• Sunday: _____ 24/7</li> <li>• Holidays: _____ 24/7</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 24/7</li> <li>• Saturday: _____ 24/7</li> <li>• Sunday: _____ 24/7</li> <li>• Holidays: _____ 24/7</li> </ul> </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 24/7</li> <li>• Saturday: _____ 24/7</li> <li>• Sunday: _____ 24/7</li> <li>• Holidays: _____ 24/7</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 24/7</li> <li>• Saturday: _____ 24/7</li> <li>• Sunday: _____ 24/7</li> <li>• Holidays: _____ 24/7</li> </ul>
<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 24/7</li> <li>• Saturday: _____ 24/7</li> <li>• Sunday: _____ 24/7</li> <li>• Holidays: _____ 24/7</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 24/7</li> <li>• Saturday: _____ 24/7</li> <li>• Sunday: _____ 24/7</li> <li>• Holidays: _____ 24/7</li> </ul>		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p><u>Trenching and maintenance activities will occur during the hours of 7:00 AM - 5:00 PM, Monday through Friday during construction. The heavy equipment may produce noise that exceeds ambient noise levels.</u></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Describe: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>n. Will the proposed action have outdoor lighting? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ 35 tons per _____ day (unit of time)</li> <li>• Operation : _____ 0 tons per _____ 0 (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: <u>The reuse of earth from excavation as backfill within the same trench.</u></li> <li>• Operation: <u>N/A</u></li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: <u>Sullivan County Transfer Station</u></li> <li>• Operation: _____</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

## E. Site and Setting of Proposed Action

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe: \_\_\_\_\_

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>Grassed, lightly forested right of way</u> <u>alongside residential roads.</u>	0.45	0.45	0

<p>c. Is the project site presently used by members of the community for public recreation? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>i. If Yes: explain: _____</p>	
<p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes,</p> <p>i. Identify Facilities: _____</p> <p>_____</p>	
<p>e. Does the project site contain an existing dam? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Dimensions of the dam and impoundment:</p> <ul style="list-style-type: none"> <li>• Dam height: _____ feet</li> <li>• Dam length: _____ feet</li> <li>• Surface area: _____ acres</li> <li>• Volume impounded: _____ gallons OR acre-feet</li> </ul> <p>ii. Dam's existing hazard classification: _____</p> <p>iii. Provide date and summarize results of last inspection: _____</p> <p>_____</p>	
<p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Has the facility been formally closed? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <ul style="list-style-type: none"> <li>• If yes, cite sources/documentation: _____</li> </ul> <p>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____</p> <p>_____</p> <p>iii. Describe any development constraints due to the prior solid waste activities: _____</p> <p>_____</p>	
<p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____</p> <p>_____</p>	
<p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Yes – Spills Incidents database  <input type="checkbox"/> Yes – Environmental Site Remediation database  <input type="checkbox"/> Neither database         </div> <div style="width: 50%;">           Provide DEC ID number(s): _____            Provide DEC ID number(s): _____         </div> </div> <p>ii. If site has been subject of RCRA corrective activities, describe control measures: _____</p> <p>_____</p> <p>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes, provide DEC ID number(s): _____</p> <p>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____</p> <p>_____</p>	

v. Is the project site subject to an institutional control limiting property uses? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>																			
<ul style="list-style-type: none"> <li>• If yes, DEC site ID number: _____</li> <li>• Describe the type of institutional control (e.g., deed restriction or easement): _____</li> <li>• Describe any use limitations: _____</li> <li>• Describe any engineering controls: _____</li> <li>• Will the project affect the institutional or engineering controls in place? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></li> <li>• Explain: _____</li> </ul>																			
<b>E.2. Natural Resources On or Near Project Site</b>																			
a. What is the average depth to bedrock on the project site? <span style="float: right;">Greater than 7 Feet feet</span>																			
b. Are there bedrock outcroppings on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes, what proportion of the site is comprised of bedrock outcroppings? <span style="float: right;">No %</span>																			
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;">Gravelly Sandy Loam</td> <td style="width: 40%; text-align: right; border-bottom: 1px solid black;">100 %</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right; border-bottom: 1px solid black;">%</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right; border-bottom: 1px solid black;">%</td> </tr> </table>		Gravelly Sandy Loam	100 %		%		%												
Gravelly Sandy Loam	100 %																		
	%																		
	%																		
d. What is the average depth to the water table on the project site? Average: _____ feet																			
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><input type="checkbox"/> Well Drained:</td> <td style="width: 70%; text-align: right;">_____ % of site</td> </tr> <tr> <td><input type="checkbox"/> Moderately Well Drained:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td><input type="checkbox"/> Poorly Drained</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		<input type="checkbox"/> Well Drained:	_____ % of site	<input type="checkbox"/> Moderately Well Drained:	_____ % of site	<input type="checkbox"/> Poorly Drained	_____ % of site												
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<input type="checkbox"/> Moderately Well Drained:	_____ % of site																		
<input type="checkbox"/> Poorly Drained	_____ % of site																		
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"><input checked="" type="checkbox"/> 0-10%:</td> <td style="width: 60%; text-align: right;">100 % of site</td> </tr> <tr> <td><input type="checkbox"/> 10-15%:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td><input type="checkbox"/> 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		<input checked="" type="checkbox"/> 0-10%:	100 % of site	<input type="checkbox"/> 10-15%:	_____ % of site	<input type="checkbox"/> 15% or greater:	_____ % of site												
<input checked="" type="checkbox"/> 0-10%:	100 % of site																		
<input type="checkbox"/> 10-15%:	_____ % of site																		
<input type="checkbox"/> 15% or greater:	_____ % of site																		
g. Are there any unique geologic features on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes, describe: _____																			
h. Surface water features. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?</td> <td style="width: 20%; text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>ii. Do any wetlands or other waterbodies adjoin the project site?</td> <td style="text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table> If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?</td> <td style="width: 20%; text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table> iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name _____</td> <td style="width: 50%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name Federal Waters, Federal Waters, Federal Waters</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>		i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ii. Do any wetlands or other waterbodies adjoin the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name Federal Waters, Federal Waters, Federal Waters	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																		
ii. Do any wetlands or other waterbodies adjoin the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																		
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																		
• Streams:	Name _____	Classification _____																	
• Lakes or Ponds:	Name _____	Classification _____																	
• Wetlands:	Name Federal Waters, Federal Waters, Federal Waters	Approximate Size _____																	
• Wetland No. (if regulated by DEC)	_____																		
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If yes, name of impaired water body/bodies and basis for listing as impaired: _____																			
i. Is the project site in a designated Floodway? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>																			
j. Is the project site in the 100-year Floodplain? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>																			
k. Is the project site in the 500-year Floodplain? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>																			
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> If Yes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Name of aquifer: _____</td> <td style="width: 20%;"></td> </tr> </table>		i. Name of aquifer: _____																	
i. Name of aquifer: _____																			

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>	
<p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p> <p>_____</p> <p>_____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p> <p>_____</p>	
<p><b>E.3. Designated Public Resources On or Near Project Site</b></p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	



e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
ii. Name: _____	
iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Identify resource: _____	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Mathew Sickler Date 07/17/2025

Signature  Title P.E.



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Major Basins:Upper Delaware
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No

E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

Agency Use Only [If applicable]	
Project :	Emerald Green PS 6
Date :	August 19, 2025

**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

<b>1. Impact on Land</b> Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i> <div style="text-align: right;"> <input type="checkbox"/> NO      <input checked="" type="checkbox"/> YES </div>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: <u>N/A</u>		<input type="checkbox"/>	<input type="checkbox"/>

**2. Impact on Geological Features**

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

*If "Yes", answer questions a - c. If "No", move on to Section 3.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**3. Impacts on Surface Water**

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☒ NO☐ YES

*If "Yes", answer questions a - l. If "No", move on to Section 4.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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<b>4. Impact on groundwater</b> The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If “Yes”, answer questions a - h. If “No”, move on to Section 5.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>5. Impact on Flooding</b> The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If “Yes”, answer questions a - g. If “No”, move on to Section 6.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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<b>6. Impacts on Air</b> The proposed action may include a state regulated air emission source. <span style="float: right;"><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES</span> (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> ) ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> ) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>7. Impact on Plants and Animals</b> The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <span style="float: right;"><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES</span> <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>



e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>8. Impact on Agricultural Resources</b> The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>



<b>9. Impact on Aesthetic Resources</b> The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>10. Impact on Historic and Archeological Resources</b> The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
<p>If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:</p> <p>e.</p> <p>i. The proposed action may result in the destruction or alteration of all or part of the site or property.</p> <p>ii. The proposed action may result in the alteration of the property’s setting or integrity.</p> <p>iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.</p>	<p>E3e, E3g, E3f</p> <p>E3e, E3f, E3g, E1a, E1b</p> <p>E3e, E3f, E3g, E3h, C2, C3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

<p><b>11. Impact on Open Space and Recreation</b></p> <p>The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i></p>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>		
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

<p><b>12. Impact on Critical Environmental Areas</b></p> <p>The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i></p>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>		
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

**13. Impact on Transportation**

The proposed action may result in a change to existing transportation systems.

☒ NO

☐ YES

(See Part 1. D.2.j)

*If "Yes", answer questions a - f. If "No", go to Section 14.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**14. Impact on Energy**

The proposed action may cause an increase in the use of any form of energy.

☒ NO

☐ YES

(See Part 1. D.2.k)

*If "Yes", answer questions a - e. If "No", go to Section 15.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

**15. Impact on Noise, Odor, and Light**

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☒ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

*If "Yes", answer questions a - f. If "No", go to Section 16.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

#### 16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

*If "Yes", answer questions a - m. If "No", go to Section 17.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

**17. Consistency with Community Plans**

The proposed action is not consistent with adopted land use plans.  
(See Part 1. C.1, C.2. and C.3.)

☒ NO☐ YES

*If "Yes", answer questions a - h. If "No", go to Section 18.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**18. Consistency with Community Character**

The proposed project is inconsistent with the existing community character.  
(See Part 1. C.2, C.3, D.2, E.3)

☒ NO☐ YES

*If "Yes", answer questions a - g. If "No", proceed to Part 3.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

**Reasons Supporting This Determination:**

To complete this section:

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

Proposed action may involve construction on, or physical alteration of the land surface of the proposed site within the Town's easement and be constructed in multiple phases. This will not result in a significant adverse environmental impact. No other moderate or large impacts aside from the construction phasing are noted in Part 2.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status: ☐ Type 1 ☒ Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the \_\_\_\_\_ as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

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

Name of Action: Emerald Green/Rock Hill Sewer District Pump Station #6 Collection System Improvement Project

Name of Lead Agency: Town of Thompson

Name of Responsible Officer in Lead Agency: William J. Reiber Jr.

Title of Responsible Officer: Supervisor

Signature of Responsible Officer in Lead Agency: \_\_\_\_\_ Date: August 19, 2025

Signature of Preparer (if different from Responsible Officer) \_\_\_\_\_ Date: August 19, 2025

**For Further Information:**

Contact Person: Matt Sickler, P.E

Address: 111 Wheatfield Drive, Milford, PA 18337

Telephone Number: (570) 296-2765

E-mail: msickler@mhepc.com

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

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

Other involved agencies (if any)

Applicant (if any)

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

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall, in Monticello, New York, on the 19<sup>th</sup> day of **August**, 2025, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

WILLIAM J. RIEBER, JR., Supervisor  
SCOTT MACE, Councilman  
JOHN A. PAVESE, Councilman  
MELINDA S. MEDDAUGH, Councilwoman  
RYAN T. SCHOCK, Councilman

-----X

In the Matter of  
Proposed Extension No. 6 of the **SACKETT LAKE  
SEWER DISTRICT** in the Town of  
Thompson, Sullivan County, New York.

-----X

**WHEREAS**, a Map, Plan and Report have been duly prepared in such manner and in such detail as has heretofore been determined by the Town Board of the Town of Thompson, Sullivan County, New York, relating to the Extension #6 of the Sackett Lake Sewer District within said Town, to serve the area more particularly described in Schedule "A" annexed hereto and made a part hereof, which area is located wholly within the Town of Thompson; and

**WHEREAS**, said Map, Plan and Report was prepared on behalf of the Town, by MHE Engineering, DPC, dated August 1, 2025, which engineers are duly licensed by the State of New York, and which report and plan are on file in the office of the Town Clerk for public inspection; and

**WHEREAS**, the boundaries of the proposed extended district are more fully set forth and described in Schedule "A" annexed hereto and made a part hereof; and

**WHEREAS**, the improvement proposed for the said Sackett Lake Sewer District, as extended, consists of providing a means by which Ari Jacobs (T/O Thompson Tax Map Parcel



#56-1-32.54) may dispose of sewage by becoming part of the said Sackett Lake Sewer District, and

**WHEREAS**, the entire amount to be expended for such improvement, including but not limited to, costs of construction, engineering, administrative and legal fees, shall be borne solely and entirely by the said landowner, namely, Ari Jacobs, and

**WHEREAS**, the annual average cost for a typical single family residence with four (4) bedrooms would be *Six Hundred Twenty-Nine and 60/100 (\$629.60) Dollars*, and

**WHEREAS**, it is now desired to call a Public Hearing for the purpose of considering said Map, Plan and Report, and extending said Sackett Lake Sewer District, and to hear all persons interested in the subject thereof and concerning the same in accordance with the provisions of Section 209-d of the Town Law;

**NOW, THEREFORE, IT IS HEREBY**

**ORDERED**, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

Section 1. That a meeting of the Town Board of the Town of Thompson, Sullivan County, New York, shall be held at the Town Hall, 4052 Route 42, Monticello, New York, in said Town, on the 2<sup>nd</sup> day of September, 2025, at 7:00 o'clock, P.M., Prevailing Time, to consider said Map, Plan and Report, and to hear all persons interested in the subject thereof concerning the same and to take such action thereon as is required by law.

Section 2. That a copy of this Order shall be published in the Sullivan County Democrat, the official newspaper of said Town, and posted on the bulletin board maintained by the Town Clerk at the Town Hall in accordance with the provisions of Section 209-d of the Town Law, such publication posting to be not less than ten nor more than twenty days before the date

designated for the hearing as aforesaid.

Section 3. This order shall take effect immediately.

The question of the adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

WILLIAM J. RIEBER, JR.	VOTING	Aye
SCOTT MACE	VOTING	Aye
JOHN A. PAVESE	VOTING	Aye
MELINDA S. MEDDAUGH	VOTING	Aye
RYAN T. SCHOCK	VOTING	Aye

The order was thereupon declared duly adopted.

\* \* \* \* \*

**APPROVED**

By Michael Messenger at 9:33 am, Aug 13, 2025

**MHE**  
ENGINEERING  
33 Airport Center Drive, Suite 202  
New Windsor, NY 12553

Town of Thompson  
4052 ROUTE 42  
THOMPSON,, NY 12701-3221

Invoice number 23581  
Date 07/31/2025

Project **22-723 Melody Lake WD Water System Improvements**

For Professional Services Through June, 30, 2025

Description	Contract Amount	Prior Billed	Current Billed
<b>Preliminary Design</b>	35,000.00	35,000.00	0.00
<b>Final Design</b>	30,000.00	30,000.00	0.00
<b>Bidding Services</b>	5,000.00	5,000.00	0.00
<b>Construction Services</b>	50,000.00	9,500.00	5,000.00
<b>Total</b>	<b>120,000.00</b>	<b>79,500.00</b>	<b>5,000.00</b>

#### Reimbursables

	Units	Rate	Billed Amount
Mileage	28.00	0.70	19.60

Invoice total **5,019.60**

#### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23184	06/27/2025	4,000.00		4,000.00			
23581	07/31/2025	5,019.60	5,019.60				
<b>Total</b>		<b>9,019.60</b>	<b>5,019.60</b>	<b>4,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Payment is expected within 30 days of the date of the invoice.

Past due accounts will be subject to a 1.50% finance charge per month.

Please remit payment to  
MHE Engineering, DPC  
33 Airport Center Drive Suite 202  
New Windsor, NY 12553

Remit Payment To:

Miller Hydrogeologic Incorporated  
P.O. Box 996  
Pine Bush, New York 12566

Town of Thompson  
4052 Route 42  
Monticello, NY 12701

For: 72-hour aquifer testing and reporting

Professional Services for the Period Ending July 29, 2025

**Professional Personnel**

	Hours	Rate
Senior III Hydrogeologist – 72-hour aquifer testing data setup/data collection Miller, Robert T.	36.0	\$85
Senior III Hydrogeologist – Data reduction Miller, Robert T.	6.0	\$85
Senior III Hydrogeologist – Data Analysis Miller, Robert T.	16.0	\$125
Senior III Hydrogeologist – Final Reporting Miller, Robert T.	24.0	\$125
Auto-CADD Kimberley A. Harrison	4.0	\$55

**Total Labor**

July 29, 2025  
Invoice No. 25-012  
Project No. 263-025  
Page 1 of 2

Remit Payment To:

Miller Hydrogeologic Incorporated  
P.O. Box 996  
Pine Bush, New York 12566

Town of Thompson  
4052 Route 42  
Monticello, NY 12701

For: 72-hour aquifer testing and reporting

Professional Services for the Period Ending July 29, 2025

**Expenses**

Reproduction/mail/phone/copy/ etc.	\$25.00
Field Vehicle	\$625.00
Pressure Transducer rental	\$125.00
Test pump installation/removal	<u>\$1500.00</u>
<b>Total Expenses</b>	<b>\$2,275.00</b>

**Subcontractors**

Analytical water quality analysis, NYSDOH Part-5	\$2960.90
MHI 10 % Mark-up	<u>\$296.09</u>
<b>Total Subcontractors</b>	<b>\$3,256.99</b>

<b>Total Invoice Amount</b>	<b>\$14,321.99</b>
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*Payment is due upon receipt of invoice. An additional charge of 1-1/2 percent per month shall be assessed for any outstanding invoice amount due over 30 days.*



PAID CLAIM # \_\_\_\_\_ / \_\_\_\_\_ YEAR **PURCHASE ORDER & PAYMENT VOUCHER**THIS ORDER NUMBER MUST  
BE PLACED ON EVERY  
INVOICE and PACKAGE**NOTICE**Government Purchase Orders may  
be accepted in lieu of Exemption  
Certificates, with the Vendor retain-  
ing a copy to substantiate the Ex-  
empt Sale.**TOWN OF THOMPSON**4052 Route 42  
Monticello, NY 12701-3321  
Tel. (845) 794-2500

APPROP. EXP. \_\_\_\_\_

S  
H  
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T  
O**TOWN OF THOMPSON**  
Water and Sewer \_\_\_\_\_ DEPT.

Monticello, N.Y. 12701

DATE OF ORDER		DATE REQUIRED	VENDOR NO.	INVOICE NO.	
QUANTITY		PLEASE SUPPLY ITEMS LISTED BELOW		UNIT	PRICE
ORDERED	RECEIVED				
1		Well-3 aquifer testing and reporting		1	14,321.99
2		Melody Lake Water District			
3		(Please see attached detail.)			
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

PAID: Date: _____	Ck: _____	TOTAL	14,321.99
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DEPT. HEAD

Approved for Payment

**SIGN AND RETURN FOR PAYMENT**

TOWN SUPERVISOR

Payment Authorized

TO SECURE PAYMENT COMPLETE CERTIFICATION  
AND RETURN TO TOWN OF THOMPSON  
WITH ORIGINAL INVOICE.**Certification:**

AUDITING COMMITTEE OF THE TOWN OF THOMPSON

I certify that the items of said claim are, in all respects, correct; that the disbursements and services therein charged have  
been in fact made and rendered, and that no part thereof has been paid or satisfied, and that the same is justly due and owing.Date July 29, 20 25

Signed \_\_\_\_\_

ORDER NOT VALID UNLESS  
COUNTERSIGNED BY  
TOWN SUPERVISOR



## Miller Hydrogeologic Incorporated

P.O. Box 996 • 55 Main Street • Pine Bush, New York 12566 • (845)524-2059

July 29, 2025

Town of Thompson  
C/O William J. Rieber Jr., Supervisor  
4052 Route 42  
Monticello, NY 12701

RE: MHI Invoice 25-012  
Backup Well Installation  
Melody Lake Water District  
Town of Thompson Sullivan County, New York  
MHI Project No. 263-025

Dear Supervisor Rieber:

Enclosed please find Miller Hydrogeologic Incorporated (MHI) Invoice No. 25-012 for professional services performed under the above-referenced project for the period ending July 29, 2025. The total invoice amount due for this period is **\$14,321.99**.

This invoice covers the installation of pressure transducers for the collection of water level data and the collection of water quality data during the 72-hour aquifer testing, analysis and reporting of bedrock Well-3 located at 2 Melody Lane, Town of Thompson. The final report describing the above activities have submitted to you under separate cover. If you should have any questions concerning this invoice please do not hesitate to contact me directly.

Very truly yours,

***Miller Hydrogeologic Incorporated***

Robert T. Miller, PG  
Hydrogeologist  
President  
Encl.

**RURAL DEVELOPMENT (RD) PROJECT BUDGET/COST CERTIFICATION**Project Name: Melody Lake Water DistrictDate: 08/14/25Report No.: 3Actual: yEstimate: **Funding Source(s) Amount**

RD Loan	\$312,000.00
RD Loan	
RD Grant	\$915,000.00
RD Grant	
SUB TOTAL:	\$1,227,000.00

**Other Funding Source(s) Amount**

Other Source:	<u>Town district</u>	\$23,000.00
Other Source:	<u>ARPA funds</u>	\$107,708.42
Other Source:		
SUBTOTAL:		\$130,708.42
TOTAL:		\$1,357,708.42

ITEM	APPROVED BUDGET	MODIFIED BUDGET	PREVIOUS EXPENDITURES	EXPENDITURES THIS PERIOD	EXPENDITURES TO DATE	BALANCE REMAINING
<b>A. ADMINISTRATIVE</b>						
1. Legal	\$10,000.00	\$0.00			\$0.00	\$0.00
2. Bonding	\$10,000.00	\$15,812.00			\$0.00	\$15,812.00
3. Net Interest	\$14,062.50	\$0.00			\$0.00	\$0.00
4. Fiscal Coordination		\$6,500.00			\$0.00	\$6,500.00
5. Bookkeeping & Reporting					\$0.00	\$0.00
6. Lands & Rights of Way					\$0.00	\$0.00
7. Single Audits		\$4,000.00			\$0.00	\$4,000.00
8. Miscellaneous					\$0.00	\$0.00
<b>Total A. Administrative</b>	<b>\$34,062.50</b>	<b>\$26,312.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$26,312.00</b>
<b>B. TECHNICAL SVCS.</b>						
1. Engineering						
a. Preliminary Engineering Services					\$0.00	\$0.00
b. Design Phase	\$62,968.75	\$70,000.00	\$70,000.00		\$70,000.00	\$0.00
c. Contract Administration	\$25,000.00	\$50,000.00	\$5,855.56		\$5,855.56	\$44,144.44
d. Resident Inspection	\$67,968.75	\$50,000.00	\$7,452.48	\$5,019.60	\$12,472.08	\$37,527.92
e. Additional Engineering Services	\$18,962.00	\$0.00			\$0.00	\$0.00
f. hydrogeologist new well	\$107,000.00	\$60,000.00	\$13,846.00	\$14,321.99	\$28,167.99	\$31,832.01
					\$0.00	\$0.00
<b>Total B. Technical Svcs.</b>	<b>\$281,899.50</b>	<b>\$230,000.00</b>	<b>\$97,154.04</b>	<b>\$19,341.59</b>	<b>\$116,495.63</b>	<b>\$113,504.37</b>
<b>C. CONSTRUCTION</b>						
1. Construction Contracts						
a. Contract 1 (Well House GC)	\$798,250.00	\$784,235.71	\$60,800.00	\$0.00	\$60,800.00	\$723,435.71
b. Contract 2				\$0.00	\$0.00	\$0.00
c. Contract 3 (Well House EC)		\$259,841.00	\$14,232.90		\$14,232.90	\$245,608.10
d. Contract 4					\$0.00	\$0.00
e. Contract 5					\$0.00	\$0.00
2. Direct Expenditures					\$0.00	\$0.00
a.					\$0.00	\$0.00
b.					\$0.00	\$0.00
c.					\$0.00	\$0.00
<b>Total C. Construction</b>	<b>\$798,250.00</b>	<b>\$1,044,076.71</b>	<b>\$75,032.90</b>	<b>\$0.00</b>	<b>\$75,032.90</b>	<b>\$969,043.81</b>
<b>D. CONTINGENCY</b>						
1. Contingency	\$243,496.42	\$57,319.71				
<b>Total D. Contingency</b>	<b>\$243,496.42</b>	<b>\$57,319.71</b>				<b>\$57,319.71</b>
<b>TOTAL PROJECT COST</b>	<b>\$1,357,708.42</b>	<b>\$1,357,708.42</b>	<b>\$172,186.94</b>	<b>\$19,341.59</b>	<b>\$191,528.53</b>	<b>\$1,166,179.89</b>

I certify to the best of my knowledge and belief that the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due, which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.



Applicant \_\_\_\_\_ Title \_\_\_\_\_

Engineer/ Architect

Reviewed By \_\_\_\_\_

Date Reviewed 8/14/2025



PETITION FOR MUNICIPAL CONSENT  
TO FORMATION OF WATER-WORKS CORPORATION

TO: THE TOWN BOARD OF THE TOWN OF THOMPSON, NEW YORK

Petitioner, proposing to incorporate for the purpose of forming a water-works corporation to own and manage a shared water distribution system to supply water to a portion of the Town of Thompson and its inhabitants, hereby represent and set forth:

1. The entities proposing to form such corporation are Gibber Holdings LLC, a New York limited liability company with an address for doing business at 5A Lenore Ave, Monsey, New York 10952 and YJ Estates LLC, a New York limited liability company, with an address for doing business at 9 Butterman Road, Liberty, New York 12754.

2. The capital stock is to be divided into 200 shares of common stock, without par value.

3. The name of the herein proposed water-works corporation is Gibber Holdings/Fraser Resort Water Works Corp., and a copy of the proposed Certificate of Incorporation is annexed hereto as Exhibit "A".

4. The engineering plans for the proposed shared water distribution system has been submitted to the Town Consulting Engineer of the Town of Thompson, the agency with jurisdiction which application has been reviewed and approved by said engineer.

5. The Town Board of The Town of Thompson is hereby requested to consider this application and to consent to the formation of the proposed water-works corporation.

Dated: Woodbourne, New York  
August \_\_, 2025

Gibber Holdings LLC

By: \_\_\_\_\_  
Boruch (Moshe) Rosenfeld, Managing Member

YJ Estates LLC

By: \_\_\_\_\_  
Yehuda Fisch, Managing Member

## VERIFICATION

Marilee J. Calhoun, being duly sworn, deposes and says:

1. Deponent is the Town Clerk of the Town of Thompson, a municipal corporation existing under the Constitution and Laws of the State of New York.
2. Deponent has read the foregoing Municipal Consent to the Formation of Water-Works Corporation and knows the contents thereof and the same is true to deponent's own knowledge.
3. A Resolution of the Town Board of the Town of Thompson was adopted at its meeting on August \_\_, 2025, by virtue of which the Town Board consented to the filing of the Certificate of Incorporation of Gibber Holdings/Fraser Resort Water Works Corp. and said Resolution has been entered in the minutes of said Town Board.

\_\_\_\_\_  
Marilee J. Calhoun, Town Clerk  
Town of Thompson

Sworn to before me this \_\_\_\_  
day of August, 2025

\_\_\_\_\_  
Notary Public, State of New York

**TOWN OF THOMPSON  
MUNICIPAL CONSENT TO FORMATION  
OF WATER-WORKS CORPORATION**

We, the undersigned, the members of the Town Board of the Town of Thompson, County of Sullivan, New York, do hereby consent to the formation of a water-works corporation under the provisions of Article 4 of the Transportation Corporations Law of the State of New York for the purpose of servicing a portion of the Town of Thompson with a water distribution system effective at such time as the engineer for the Town of Thompson approves the maps and certifications of the proposed water distribution system or issues notice of its intent to grant such approval, and we consent to the filing of the annexed Certificate of Incorporation of the Gibber Holdings/Fraser Resort Water-Works Corp. at that time.

IN WITNESS WHEREOF, we have made and subscribed this consent in triplicate this \_\_ day of August, 2025.

\_\_\_\_\_  
William J. Rieber, Jr., Town Supervisor

\_\_\_\_\_  
Melinda S. Medaugh, Deputy Supervisor

\_\_\_\_\_  
Scott Mace, Councilperson

\_\_\_\_\_  
Ryan T. Schock, Councilperson

\_\_\_\_\_  
John Pavese, Councilwoman

CERTIFICATE OF INCORPORATION  
OF  
GIBBER HOLDINGS/FRASER RESORT WATER WORKS CORP.

Pursuant to Section 4 of the Transportation Corporation Law

FILER:

Kalter, Kaplan, Zeiger & Forman  
6166 State Route 42, PO Box 30  
Woodbourne, New York 12788  
845-434-4777

CUST. REF.#. \_\_\_\_\_



CERTIFICATE OF INCORPORATION  
OF  
GIBBER HOLDINGS/FRASER RESORT WATER WORKS CORP.

PURSUANT TO SECTION 4 OF THE TRANSPORTATION CORPORATIONS LAW:

The undersigned, for purposes of forming a Water-Works Corporation pursuant to Section 3 of the Transportation Corporations Law, hereby certifies:

1. The name of the corporation shall be Gibber Holdings/Fraser Resort Water-Works Corp. (the "Corporation").

2. The purposes for which it is formed are: to provide a water distribution system through an established system of conduits and mains so as to provide inhabitants of the Town of Thompson with pure and wholesome water; to erect, construct, own, maintain and operate water distribution systems, including pipes and other appurtenances which are used or useful in whole or in part in connection with the supply of pure and wholesome water; to own, lease, hold and maintain lands, buildings, easements, chattels, franchises and appurtenances incidental to the supply of pure and wholesome water; to lay, maintain, repair and operate its pipes, conduits, and mains in any street, highway or public place of any city, town, village or other municipal area specified herein and to the inhabitants thereof to wit, THE TOWN OF THOMPSON; to operate, maintain and keep in repair its distribution system; to prescribe the manner in which water distribution shall be made; to cause examinations and surveys to be made to determine the proper location of its system; and for such purposes to enter upon any lands or water; to acquire real estate or any interest therein necessary for the purpose of its incorporation; to lay, repair and maintain conduits and pipes with connections and fixtures and other necessary portions of the system, in, through, and over the lands of others; and if unable to agree upon the terms of purchase of any such property or rights, to acquire the same by condemnation; and such further additional powers as are now or hereinafter provided for in Article 4 of the Transportation Corporations Law.

3. The office of the Corporation is to be located in the Town of Thompson, County of Sullivan, State of New York.

4. The aggregate number of shares the Corporation is authorized to issue is 200 shares, to consist of common shares without par value.



5. The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process against it may be served, and the post address to which the Secretary of State shall mail a copy of any such process served upon him is:

Kalter, Kaplan, Zeiger & Forman  
6166 State Route 42, PO Box 30  
Woodbourne, New York 12788

6. The subscriber hereof is of the age of twenty-one years or over.

7. The Town or portion thereof to be serviced by this Corporation is certain properties within the VILLAGE OF ATERES, formally designated as Town of Thompson, Section 6, Block 1, Lot 11.1, 11.3, 11.4, 11.5, and 11.6, and TOWN OF THOMPSON, Section 9, Block 1, Lot 8.2. The properties are now known as Village of Ateres, Section 201, Block 1, Lot 12, 13, 15, 16, and 17.

8. Annexed hereto is the certificate executed on behalf of the local governing body named herein, consenting to the formation of this Corporation for the area therein described.

IN WITNESS WHEREOF, this Certificate has been signed by the subscriber on this \_\_\_ day of August, 2025.

\_\_\_\_\_  
Boruch (Moshe) Rosenfeld, Subscriber

\_\_\_\_\_  
Yehuda Fisch, Subscriber

## **WATER WORKS AGREEMENT**

THIS AGREEMENT (hereafter, the "Agreement") entered into this \_\_\_ day of August, 2025 (the "Commencement Date") between Gibber Holdings/Fraser Resort Water Works Corp., a New York transportation corporation formed under the laws of the State of New York, with an address for doing business at 5A Lenore Avenue, Monsey, New York 10952 and 9 Buttermann Place, Monsey, New York 10952 ("Gibber/Fraser"); and the Town of Thompson, a municipal corporation of the State of New York with offices at 4052 New York 42, Monticello, NY 12701 (the "Town"; the Town and Gibber/Fraser individually may be as a "party" and together may be referred hereafter as the "parties").

### **WITNESSETH**

WHEREAS, Gibber/Fraser is to construct a water distribution system to provide pure and wholesome water for two residential developments, one of which is to be known as Gibber Holdings, consisting of 54 residential units, (the "Gibber Development"), and the second to be known as Fraser Resorts, consisting of 59 residential units (the "Fraser Development") the Gibber Development and the Fraser Development are collectively referred to herein as the "Developments"; and

WHEREAS, the Gibber Development will be located off of Gibber Road, in the Town of Thompson, and is more particularly formally designated on the Town of Thompson tax map as Section 6, Block1, Lots 11.1, 11.3, 11.4, 11.5 and 11.6, now being designated on the Village of Ateres tax map as Section 201.-1-12, 13, 15, 16, and 17, and the Fraser Development will be located off of Fraser Road, in the Town of Thompson, and is more particularly designated in the Town of Thompson tax map as Section 9, Block 1, Lot 8.2 (collectively the "Service Area"); and

WHEREAS, Gibber/Fraser, when formed, shall be owned 50% by Gibber Holdings LLC and 50% by Fraser Resort LLC; and

Now, therefore, it is mutually agreed in consideration of the covenants and promises herein expressed as follows:

#### **1. NY Transportation Corporations Law**

**1.1** The parties enter into this Agreement pursuant to Article 4 of the NY Transportation Corporations Law and agree to be bound by the current terms and provisions thereof and as they may be revised and amended in the future and as may be applicable to this Agreement. The definitions of the term "water works corporation" found at § 40 of the NY



Transportation Corporations Law shall be incorporated in this Agreement as though set forth at length herein.

#### **1A. Construction and Finance of the Water System**

**1A.1** Gibber/Fraser shall (a) design and construct a water supply and distribution system including all facilities to provide pure and wholesome water to the Service Area, as that term is defined at § 1A.2, below (the "Project"), and (b) be fully responsible for the costs of the Project.

**1A.2** The design of the Project will establish that the proposed water supply and distribution system meets or exceeds the standards for a community water system similar in size to the development Project and Service Area. The design of the Project will further establish that the proposed water supply and distribution system is adequate to service the present and future anticipated requirements of the Project and Service Area consisting of 113 residential units, plus additional amenities, all of the foregoing as shown on the site plan applicable to the Project and approved by the Town of Thompson Planning Board.

**1A.3** Gibber/Fraser hereby represents that it has submitted to the New York State Department of Health detailed plans and specifications prepared by Gibber/Fraser's engineer for the design of the proposed water supply and distribution system, and that in the opinion of Gibber/Fraser's engineer, the water supply and distribution system as proposed in such plans and specifications is adequate to service the present and future requirements of the Project, as provided for in Section 1A.2 of this Agreement. Gibber/Fraser further represents that the plans and specifications submitted to the New York State Department of Health have heretofore been approved by the Department of Health.

#### **1B. Provision of Service Within the Service Area**

**1B.1** Gibber/Fraser shall provide pure and wholesome water to that portion of the Town depicted on **Exhibit A** annexed hereto (the "Service Area"). Such service shall include, but not be limited to, the supply of pure and wholesome water to each individual property within the Service Area. The individual supply systems within each individual property shall be owned, operated and maintained by each respective property owner. Gibber/Fraser shall have no authority without prior written approval of the Town Board, which approval may be withheld in its sole discretion, to supply water to any area outside the Service Area.

**1B.2** All properties within the Service Area shall utilize only the water supply provided by Gibber/Fraser, as described in §1B.1 above. Notwithstanding the foregoing, in the event that municipal water service becomes and is available to the properties within the Service Area, then the Town may by written notice provide that the properties shall be connected to and served by the municipal system in lieu of the Project system.



**1B.3** Gibber/Fraser shall meter the water use for all parcels located in the Service Area and maintain quarterly reports that set forth the metered quantities required by this section. Said reports, together with any other information that may be reasonably requested by the Town shall be provided to the Town upon request.

**1B.4** Gibber/Fraser shall provide such service on a non-discriminatory basis pursuant to the provisions of Section 42 of the Transportation Corporations Law. Gibber/Fraser shall comply with the applicable provisions of the Town Code, as may be amended or revised, relating to the operation of the water supply and distribution system. Gibber/Fraser shall not impose upon the users of the system any conditions for use of the system unless (a) those conditions are set forth in the Town Code, or (b) Gibber/Fraser first obtains the written authorization of the Town.

## **2. Plan Approval**

**2.1** It is acknowledged by the parties that the authority of Gibber/Fraser to provide water supply and distribution service is subject to the issuance by the New York State Department of Health (the "Health Department") of plan approval, and operating approval of the system. Gibber/Fraser shall provide the Town with copies of all permits or denials issued by any reviewing authority. The Town's engineer or a licensed professional engineer retained by the Town shall have the right to inspect the facility design plans as required by §41 of the Transportation Corporations Law or otherwise (in the Town's sole discretion) at Gibber/Fraser's expense.

**2.2** Prior to commencement of construction of the Project, Gibber/Fraser shall submit an operation and maintenance plan for the system to the Town for its review and approval. The operation and maintenance plan shall provide sufficient detail so as to allow the reviewing engineer to determine that the system can be properly operated and maintained for a term of at least 30 years.

**2.3** Notwithstanding approval of the plans for the Project by the Health Department, necessary Town approvals and permits shall be obtained prior to construction of the System.

## **2A. Escrow Fund**

**2A.1** Gibber/Fraser agrees to establish an escrow account under the control of the Town, to be replenished as needed, to reimburse the Town for the reasonable cost of the Town's review of the following, relating to the review of the installation, operation and maintenance of the system:

- (a) review of the design plans and reports pursuant to §2.1 above;
- (b) reimbursement of the fees and costs associated with Town engineer's review and attendance at inspections conducted by the Town engineer, the Health Department and/or a professional engineer licensed by the State of New York retained by Gibber/Fraser (hereinafter "Gibber/Fraser's Engineer"), including review of all copies of reports resulting from such inspections as per §3.1, and all obligations required by Article 4 of the Transportation Corporations Law;
- (c) reimbursement for the reasonable costs of review of the proposed rates to be charged to individual users within the Service Area;
- (d) reimbursement of the Town's legal fees with respect to all matters concerning the installation, operation and maintenance of the system; and
- (e) reimbursement of the fees and costs imposed by any other consultant not listed herein but retained by the Town in relation to the design, construction, operation and/or maintenance of the system.

Reimbursement to the Town shall be made within 30 days of the presentation of Town vouchers to Gibber/Fraser.

**2A.2** Gibber/Fraser has heretofore deposited with the Town sufficient escrow funds to satisfy the escrow requirements of Section 2A.1 of this Agreement. Said amount maybe drawn upon by the Town to pay for the costs of the Town Attorney, or special counsel appointed by the Town and/or of the Town's consulting engineer or a duly licensed engineer retained by the Town, as set forth in Paragraph 2A.1 above, or any other consultant retained by the Town in relation to the design, construction, operation and/or maintenance of the system. Said escrow fund shall be replenished by Gibber/Fraser periodically within fifteen (15) days of the Town's written request to do so. The escrow funds so deposited with the Town shall be paid to the persons referenced herein upon submission of an invoice voucher and subject to audit in accordance with the provisions of Town Law §§118 and 119. Each invoice shall set forth the



date of performance of any task, the rate charged by the timekeeper, the cost of the service, and a reasonable description of the task. Gibber/Fraser may inspect all invoices and vouchers submitted hereunder, provided that the Town may redact any legally privileged communications.

### **3. Construction and Inspection**

**3.1** The Town's engineer shall be notified in advance of all inspections conducted by the Health Department and/or Gibber/Fraser's engineer and shall be provided copies of all reports resulting from any such inspection during and after construction of the system. The Town's engineer shall have the right to examine or have examined all reports submitted by Gibber/Fraser to governmental agencies or authorities to ascertain and verify the construction and to perform inspections at reasonable intervals during and after construction as further provided in §§3.4 and 4.1 below. The reasonable expenses of the Town's engineer shall be paid for by Gibber/Fraser from funds within the escrow account as per § 2A. Additionally, Gibber/Fraser shall file with the Town copies of all reports, including certifications, from Gibber/Fraser's Engineer concerning construction of the improvements to the system.

**3.2** No certificates of occupancy for any property that requires them shall be issued until the water supply and distribution system improvements are completed and approved by the Town and Gibber/Fraser has complied with all requirements and provisions of this Agreement and applicable law.

**3.3** Gibber/Fraser's Engineer shall periodically inspect the system during the course of construction and certify to the Health Department and the Town that construction is properly completed in accordance with the approved plans and specifications. Upon completion of construction, Gibber/Fraser shall provide the Town a complete set of as-built drawings for all facilities that are part of the system, together with shop drawings, equipment descriptions and manuals pertaining to the system and a maintenance plan for the facilities.

**3.4** Notwithstanding anything herein to the contrary, throughout the term of this Agreement, the Town and the Health Department may inspect the system at reasonable intervals to determine whether it is compliant with applicable state and local law and regulations, including the applicable requirements of the Transportation Corporations Law, Town Code and Health Department, and to ascertain that the system is being operated and maintained properly.

(b) In addition to the inspections authorized by subsection 3.4(a), above, the Town and the Health Department may inspect the system during and/or after final construction and approval for any reason or no reason, including but not limited to, in the event that the Town and the Health Department receives a citizen complaint that relates to the operation or maintenance of the system. In such event, the Town shall determine the frequency of inspections under this subsection 3.4(b) and such inspections shall continue until the Town and Health Department determines that any violation or complaint has been properly addressed.



(c) Inspections performed by the Town or the Health Department under this §3.4 shall include announced and unannounced inspections, which may occur without regard to time or date, except as otherwise limited herein. The scope of the inspections may include, (i) an inspection of the physical plant and works that comprise the system; and/or (ii) an examination of all records maintained by the operator; and/or (iii) the water being supplied and distributed via the system. Any examinations of records shall occur only during a weekday (non-holiday) between the hours of 8:00AM and 4:00PM. The inspections may be conducted by any Town officer or employee, or duly authorized contractor. The Town may invite representatives of any other governmental agency with jurisdiction over the operation of the system or the health of the residents of the Town to accompany the Town inspectors during any inspections. Gibber/Fraser shall bear the reasonable cost of any inspections conducted by the Town hereunder.

#### **4. Guaranties**

**4.1** In connection with the water supply and distribution system, Gibber/Fraser is required to operate, maintain and repair the system in a proper, safe and environmentally sound manner at its sole cost and expense. Gibber/Fraser is also required to make all necessary capital improvements to the system. Gibber/Fraser shall perform any and all operation, maintenance, repair and capital improvement work reasonably directed by the Town or the Health Department. Gibber/Fraser shall be solely responsible for the payment of any fines or penalties resulting from the construction or operation and maintenance of the system and imposed by (a) the Town for violations of applicable provisions of the Town Code; and (b) the Health Department for violations of applicable laws and regulations.

**4.2** Proper operation, maintenance, repair and capital improvement of the system subject of this Agreement shall be paid for by Gibber/Fraser. In the event that the Health Department or the Town determines a repair or improvement to the system is necessary during the construction of the Project, and such work is not performed by Gibber/Fraser in a reasonable time, the Town shall have the right to refuse to issue a certificate of occupancy for any property intended to be serviced by such system. In the event that the Health Department or the Town determines a repair or improvement to the system is necessary after completion of the Project, and such work is not performed by Gibber/Fraser in a reasonable time, the Town or the Health Department may pursue all applicable remedies at law or set forth in this Agreement. In addition to the foregoing, Gibber/Fraser agrees to indemnify the Town for the costs of all repairs and improvements performed by the Town under this §4.2.

**4.3** Gibber/Fraser shall post a performance bond in the amount of \$\_\_\_\_\_, or deposit cash in an account controlled by the Town in the amount of \$\_\_\_\_\_ as security for the completion of the Project, and the parties agree that the foregoing satisfies the performance bond requirements of Section 119(1) of the Transportation Corporation Law. Said performance security shall be released



upon satisfactory completion of the water improvements, certified by inspection of the Town's engineer. Gibber/Fraser may make application to the Town for periodic reduction of the performance security amount. The Town may make the requested reduction at its sole discretion. Notwithstanding the foregoing, the amount of security shall always equal or exceed the projected cost of completion of the Project.

- 4.4 Gibber/Fraser shall establish a reserve fund to guaranty the yearly operation and maintenance of the water supply and distribution system. The reserve fund shall initially be in the amount of \$\_\_\_\_\_ and shall thereafter be decreased or increased as mutually determined by the parties to guaranty sufficient funds for the operation and maintenance of the system. The Town shall have sole access to withdraw the fund proceeds. Funds needed for the operation and maintenance of the system shall be requested by Gibber/Fraser and furnished by the Town from the reserve fund. The Town shall have the right to draw funds from the reserve fund account, but the Town shall not exercise that right except as requested by Gibber/Fraser or as provided in Section 4.10 below. The reserve fund shall be deposited with the Town simultaneously with the execution of this Agreement. The reserve fund shall be maintained through the collection of rates as provided for in this Agreement or by Gibber/Fraser in the event that sufficient rates are not available.
- 4.5 Gibber/Fraser shall place the stock of the corporation, along with a fully executed stock assignment in favor of the Town, in escrow with an attorney designated by the Town. The stock assignment shall be substantially in the form of Exhibit "B" annexed hereto. Such deposit into escrow shall be made prior to the commencement of operation of the system. The form of escrow agreement is attached hereto as Exhibit "C" (hereinafter the "Escrow Agreement"). The Escrow Agreement shall provide, inter alia, that the Town may demand that the stock be released from escrow and assigned to the Town so that ownership of the stock shall pass to the Town in the event of (a) an abandonment of construction of the Project, or (b) an abandonment or discontinuance of the maintenance and operation of the system by Gibber/Fraser.
- 4.6 Gibber/Fraser shall place a Bill of Sale (Exhibit "D") and easement in favor of the Town to all assets and real property owned by Gibber/Fraser (Exhibit "E") into escrow with an attorney designated by the Town pursuant to the Escrow Agreement. Such deposit into escrow shall be made simultaneously with the execution of this Agreement. The Escrow Agreement shall provide, inter alia, that the Town may demand a release of the documents to the Town from escrow so as to pass title to the Town in the event of abandonment of construction of such



work and facilities or discontinuance of the maintenance and operation of the facilities.

- 4.7 Gibber/Fraser and the Town shall enter into an assignment of water rents that may become due when and if the Town elects to take title to the improvements and assets of Gibber/Fraser which shall be held in escrow with an attorney designated by the Town together with the stock certificates and other instruments cited above also to be held in escrow in accordance with the Escrow Agreement. The form of the assignment agreement is attached hereto as Exhibit "F". Such deposit into escrow shall be made simultaneously with the execution of this Agreement.
- 4.8 The Escrow Agreement shall provide that Gibber/Fraser, or its designee, may demand a return of the assignment of water rents, stock certificates, Bill of Sale and easement so deposited in escrow (the "Escrow Documents") if the Agreement is terminated or upon the mutual consent of the Parties.
- 4.9 In the event that the Town exercises its rights under Section 5 below, Gibber/Fraser shall cooperate with the Town and execute all necessary documents to effectuate the transfer of all applicable permits and all other written authorizations obtained for the Project and in the event that the Town determines that such transfer is in the best interests of the Town.
- 4.10 Gibber/Fraser is required to operate, maintain and repair the water supply and distribution system in a proper, safe and environmentally sound manner at its sole cost and expense. Gibber/Fraser is also required to make all necessary capital improvements to the system. Gibber/Fraser shall perform any and all operation, maintenance, repair and capital improvement work reasonably directed by the Town. Gibber/Fraser shall be solely responsible for the payment of any fines or penalties resulting from the construction or operation and maintenance of the system and imposed by (a) the Town for violations of applicable provision of the Town Code; and (b) the NYS Health Department for violations of any governmental agency with jurisdiction over the construction or operation and maintenance of the water supply and distribution system system for violations of applicable law and regulation.
- 4.11 Proper operation, maintenance, repair and capital improvement of the water supply and distribution system subject of this Agreement shall be paid for by Gibber/Fraser. In the event that the NYS Health Department or the Town determines a repair or improvement to the system is necessary during the construction of the Project, and such work is not performed by Gibber/Fraser in a reasonable time, the Town shall have the right to perform or cause to be performed such repair or improvement. In the event that the NYS Health Department or the Town determines a repair or improvement to the system is necessary after completion of the Project and such work is not performed by



Gibber/Fraser in a reasonable time, the Town shall have the right to perform or cause to be performed such repair or improvement using reserve funds provided for in Section 4.4 of this Agreement and Gibber/Fraser shall be liable for all costs and expenses in excess thereof.

- 4.12** Notwithstanding anything in this Agreement to the contrary, if after the completion of this Project the Town Board determines that the health, safety and welfare of the residents residing in the Service Area are at immediate risk as a result of the inadequate operation, maintenance and/or service of the water supply and distribution system, the Town, upon written notice to Gibber/Fraser, may assume the operation and maintenance of the system without exercising its option to acquire as provided in Section 5.1. Any material violation of the NYS Health Department regulations shall be prima facie evidence that the health, safety and welfare of the residents residing in the Service Area have been placed at risk. In the event that the Town exercises its rights under this Section 4.12, it will meet with Gibber/Fraser to discuss the Town's intentions under Section 5.1. Under no circumstances will the Town operate the system for a period of more than four (4) consecutive months without electing to exercise its option to acquire under Section 5.1 or returning operation and control of the sewer system to Gibber/Fraser.

## **5. Option to Acquire.**

- 5.1** (a) The Town shall have the option to acquire the water distribution and supply system from Gibber/Fraser (i) at any time upon mutual agreement by the parties; (ii) in the event of abandonment of construction of the system; or (iii) after commencement of operation, in the event that maintenance and operation of the system by Gibber/Fraser is abandoned, discontinued or otherwise deemed inadequate by the Town. The Town shall have the right, but not the duty or obligation, to exercise this option.

(b) The Town may not, without Gibber/Fraser's consent, exercise its option to acquire under a determination that Gibber/Fraser has abandoned, discontinued or inadequately maintained and operated the sewer system without first providing ten (10) days written notice to Gibber/Fraser.

(c) In the event that assets, title and property interests are passed to the Town, the same shall be free of all liens and encumbrances, and Gibber/Fraser shall be responsible for removing all liens and encumbrances at its cost and expense.

- 5.2** If the Town exercises its option to acquire the water distribution and supply system prior to proper completion of construction of the system, notwithstanding the term of the security bond or cash deposit, the bond or cash deposit shall



remain in effect for an additional period of one (1) year after the Town has assumed ownership and operation of the system and the proceeds of the bond or cash deposit shall be utilized by the Town at any time prior to the expiration of that one-year period to make complete repair and/or make capital improvements to the system.

## **6. Rates and Rate Setting and Powers of Gibber/Fraser Water Works Corp.**

**6.1** Gibber/Fraser shall provide the properties within the Service Area with pure and wholesome water at reasonable rates, in accordance with Section 42 of the Transportation Corporations Law.

**6.2** The reasonable costs to the Town for reviewing rates shall be reimbursed to the Town by Gibber/Fraser, which costs may be included in the rate charged to users of the system. At either party's request, rates may be reviewed and, if agreed by the parties, modified on an annual basis or such less interval as is provided by law.

**6.3** Gibber/Fraser shall have all powers of a waterworks corporation set forth in Article "4" of the Transportation Corporations Law, including the following: (a) to lay and maintain its pipes and hydrants for delivering and distributing water in any street, highway or public place of the Town, (b) to cause examinations and surveys to be made to determine the proper location of its waterworks, and for such purpose by its officers, agents or servants to enter upon any lands or waters, subject to liability for all damages done.

**6.4** Prior to laying pipes or mains within any Town right-of-way or on Town property, Gibber/Fraser shall first obtain the approval of the Town Board and the Town Superintendent of Highway.

**6.5** No condemnation proceedings may be commenced by Gibber/Fraser without approval of the Town Board. Prior to granting such approval, the Town Board shall determine, without limitation, that Gibber/Fraser has made diligent good faith efforts to acquire any interests in private property through negotiation and that such interests in private property are necessary to provide service to the Service Area.

## **7A. Representations and Warranties**

**7A.1** Gibber/Fraser represents and warrants to the Town, as of the Commencement Date, as follows:

(a) Gibber/Fraser is a corporation duly formed and in good standing under the laws of the State of New York;

(b) Gibber/Fraser has all requisite power, capacity and authority to enter into this Agreement and to perform all of its obligations hereunder;

(c) The person signing this Agreement on behalf of Gibber/Fraser is authorized to do so;

(d) This Agreement constitutes a valid and binding obligation of Gibber/Fraser enforceable against Gibber/Fraser in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and general principles of equity (regardless of whether such enforcement is sought in a proceeding in equity or at law);

(e) No approval, consent, order or authorization of, or designation, registration or declaration with, any governmental authority, other than those referenced in this Agreement, is required in connection with the valid execution and delivery of, and compliance with, this Agreement by Gibber/Fraser;

(f) Neither the execution or delivery nor the performance by Gibber/Fraser of this Agreement will conflict with, or will result in a breach of, or will constitute a default under, (i) Gibber/Fraser's organizational or operating documents, (ii) any judgment, statute, rule, order, decree, writ, injunction or regulation of any court or other governmental authority, or (iii) any agreement or instrument by which Gibber/Fraser or its properties may be bound;

(g) There is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending against Gibber/Fraser or the transactions contemplated by this Agreement, which, if adversely determined, could, individually or in the aggregate, have a material adverse effect on or interfere with the consummation by Gibber/Fraser of the transactions contemplated by this Agreement.

## **7B. Easements**

**7B.1** Gibber/Fraser will obtain permanent easements in recordable form in favor of the Town and the Health Department for access upon all roads within the Service Area and access to all pipes, mains, conduits and other equipment and improvements that comprise the distribution system.



## **7C. Miscellaneous**

**7C.1** Gibber/Fraser acknowledges that it proceeds at its own risk and without reliance on the Town or any other governmental agency to perform any act or refrain from performing any act which might have the effect of diverting potential users to other sources of water, provided the Town or other agency proceeds in a legal and lawful manner.

**7C.2** Nothing herein may be asserted as a waiver of or defense to any violation of State or local law or regulation, including but not limited to applicable provisions of the Town Code.

## **7D. Termination on Default**

**7D.1** In addition to its remedies that appear elsewhere in this Agreement, the Town may terminate this Agreement upon the material default of Gibber/Fraser. Each of the following constitutes an Event of Default on the part of Gibber/Fraser:

(a) Any of the representations or warranties hereunder or any reports or certifications required hereunder contains a material misrepresentation of a material fact or fails to contain any material fact required by the Agreement.

(b) Gibber/Fraser fails to pay any amount that Gibber/Fraser is required to pay to the Town under this Agreement within thirty (30) days after receipt by Gibber/Fraser of written demand from the Town accompanied by a notice stating that unless the delinquent amount is paid within fifteen (15) days after the demand the failure will constitute an Event of Default.

(c) Gibber/Fraser persistently or repeatedly fails or refuses to design, construct, operate, repair and maintain the Project or system in accordance with this Agreement or to substantially fulfill any of its material obligations to the Town in accordance with this Agreement.

(d) (i) If, by order of a court of competent jurisdiction, a receiver or liquidator or custodian or trustee of Gibber/Fraser or of a major part of its property is appointed, or if, by decree of such a court, Gibber/Fraser is adjudicated insolvent, or a major part of its property is sequestered, or if a petition to reorganize Gibber/Fraser pursuant to the Federal Bankruptcy Code or any other similar statute applicable to Gibber/Fraser, as now or hereinafter in effect, is filed against Gibber/Fraser; or

(ii) If Gibber/Fraser makes an assignment for the benefit of creditors, or admits in writing an inability to pay debts generally as they become due, or consents to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of either Gibber/Fraser or of a major part of its property.

## **8. Notice**

**8.1** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) upon delivery if delivered by hand or by email to the party to whom such communication was directed or (ii) upon the third business day after the date on which such communication was mailed if mailed by certified or registered mail with postage prepaid to the address set forth in the introductory paragraph of this Agreement or to such other address as may have been furnished in writing by one party to the other. In addition, a copy of each notice shall be delivered as follows:

If to Gibber/Fraser:

Amber Swinden, Esq.  
Kalter, Kaplan, Zeiger & Forman  
6166 State Route 42  
P.O. Box 30  
Woodbourne, NY 12788  
[aswinden.kkzff@gmail.com](mailto:aswinden.kkzff@gmail.com)

If to the Town:

Michael Mednick, Esq.  
544 Broadway, Suite 4  
Monticello, NY 12701  
[michael@michaelmednick.com](mailto:michael@michaelmednick.com)

## **9. Full Agreement**

**9.1** This Agreement embodies the whole agreement of the parties and supersedes all prior communications, representations and agreements, oral or written. This Agreement may be amended only in writing duly executed by both parties.

**9.2** All parties to this Agreement and their counsel have reviewed and revised this Agreement and any rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.



9.3 Each signatory hereto represents and warrants that he is fully authorized by the party whom he represents to execute this Agreement on behalf of that party and to bind that party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns.

9.4 The section and other headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of the text of this Agreement.

9.5 This Agreement will be construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of laws or choice of law rules to the contrary.

9.6 Except for the assignment provided for in Section 1A.4 hereof, Gibber/Fraser shall not be entitled to assign any stock in the Water Works Corporation or all or any interest in this Agreement without the prior written consent of the Town which consent may be withheld for any reason or no reason. Notwithstanding the foregoing, the rights of the Gibber/Fraser to ownership of the shares of stock in the Water Works Corporation, may be assigned to any property owners association formed for the real property located in the Service Area. Such assignment to the property owners association shall not release Gibber/Fraser from any of its obligations hereunder.

9.7 This Agreement is for the sole benefit of Gibber/Fraser and the Town and their respective legal representatives, successors, heirs and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

\*\*\*END OF PAGE\*\*\*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective representatives, thereunto duly authorized, as of the Commencement Date.

Gibber/Fraser Water Works Corp.

By: \_\_\_\_\_  
Baruch Rosenfeld, President

By: \_\_\_\_\_  
Yehuda Fisch, Vice President

Town of Thompson

By: \_\_\_\_\_  
William Rieber, Jr., Supervisor

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

On the \_\_\_\_ day of August in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared BARUCH ROSENFELD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of August in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared YEHUDA FISCH personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of August in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM RIEBER, JR. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

## **EXHIBIT A**

The service area shall be described as 10 feet from the centerline of the installed water main.



Exhibit "B"  
STOCK POWER

FOR VALUE RECEIVED, Gibber Holdings LLC and YJ Estates LLC, hereby sells, assigns, and transfer unto the TOWN OF THOMPSON, 200 shares of the common stock of GIBBER/FRASER WATER WORKS CORP., a New York transportation corporation, standing in its name on the books of said Corporation with full power of substitution at the premises. The assignor hereby represents to the assignee that said 200 shares represents all of the shares of said Corporation that are owned by the undersigned and represents 100% of the issued and outstanding shares of said Corporation.

Dated: Woodbourne, New York  
\_\_\_\_\_, 2025

Gibber Holdings LLC

By: \_\_\_\_\_  
Baruch Rosenfeld, Managing Member

YJ Estates LLC

By: \_\_\_\_\_  
Yehuda Fisch, Managing Member

Exhibit "C"

[Escrow Agreement]

THIS AGREEMENT (hereafter, the "Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between Gibber Holdings/Fraser Resort Water Works Corp., a New York transportation corporation formed under the laws of the State of New York, with an address for doing business at 5A Lenore Avenue, Monsey, New York 10952 and 9 Butterman Place, Monsey, New York 10952 ("Gibber/Fraser"); and the Town of Thompson, a municipal corporation of the State of New York with offices at Town Hall, 4052 New York 42, Monticello, New York 12701 ("Town"). Town and Gibber/Fraser, individually, may be referred hereafter as a "Party" and together may be referred hereafter as the "Parties".

**W I T N E S S E T H**

WHEREAS, Gibber/Fraser is to construct a water distribution system to provide pure and wholesome water for two residential developments, one of which is to be known as Gibber Holdings, consisting of 54 residential units, (the "Gibber Development"), and the second to be known as Fraser Resorts, consisting of 59 residential units (the "Fraser Development") the Gibber Development and the Fraser Development are collectively referred to herein as the "Developments"; and

WHEREAS, the Gibber Development will be located off of Gibber Road, in the Town of Thompson, and is more particularly formally designated on the Town of Thompson tax map as Section 6, Block 1, Lots 11.1, 11.3, 11.4, 11.5 and 11.6, now being designated on the Village of Ateres tax map as Section 201.-1-12, 13, 15, 16, and 17, and the Fraser Development will be located off of Fraser Road, in the Town of Thompson, and is more particularly designated in the Town of Thompson tax map as Section 9, Block 1, Lot 8.2 (collectively the "Service Area"); and

WHEREAS, contemporaneously with the execution of this Agreement, the Parties will enter into a Water Works Agreement which provides for a procedure for the orderly planning, construction, operation and maintenance of the water distribution system improvements contemplated by the Water Works Agreement and in accordance with applicable law; and

WHEREAS, the Water Works Agreement requires certain items to be held in escrow during the implementation of the Water Works Agreement; therefore

It is mutually agreed in consideration of the covenants and promises herein expressed as follows:

1. The Town Attorney, attorney for the Town, or any attorney designated by the Town Board of the Town shall act as the "Escrow Agent" for all purposes set forth in this



Agreement. The Town may, from time to time, designate a replacement attorney to act as Escrow Agent.

2. In accordance with Article 4.0 of the Water Works Agreement, the following items shall be held in escrow by the attorney for the Town (the "Escrow Agent").

2.1 Gibber/Fraser shall place the stock of the corporation in escrow with the attorney for the Town. Such deposit into escrow shall be made prior to the commencement of operation of the improvements. The terms of the escrow shall provide that the stock will be released from escrow and ownership shall pass to the Town in the event of abandonment of construction of such work and facilities or in the event of abandonment or discontinuance of the maintenance and operation of the facilities by Gibber/Fraser. The Town may not, without Gibber/Fraser's consent, make a determination that Gibber/Fraser has abandoned the system without notice and a hearing.

2.2 Gibber/Fraser shall place a Bill of Sale and easement to the assets of the corporation into escrow with the Town's attorneys, together with an agreement that the Town's attorneys are authorized to release the documents to the Town so as to pass title to the Town in the event of abandonment of construction of such works and facilities or discontinuance of the maintenance and operation of the facilities.

2.3 Gibber/Fraser shall execute an assignment of water rents that may become due after the Town elects to take title to the improvements and assets of Gibber/Fraser, which shall be held in escrow by the Town's attorneys together with the stock certificates and other instruments cited above also to be held in escrow.

The documents listed above shall be hereafter referred to as the "Escrow Documents".

3. The Escrow Agent will disburse the Escrow Documents to the Town or Ral-Hal, as the case may be, upon the following conditions:

A. At the Closing of any sale or acquisition of the system in accordance with Section 5.1(a)(i) of the Water Works Agreement, the Escrow Agent will disburse the Escrow Documents to the Town;

B. Upon receipt of a written notice from the Town stating that the Town is entitled under this Agreement to the Escrow Documents (other than as set forth in Section 3(A) above) and demanding receipt of the same, the Escrow Agent will disburse the Escrow Documents to the Town, provided, however, that the Escrow Agent shall not honor such demand until not less than ten (10) days after the date on which the Escrow Agent shall have mailed (by registered or certified mail, return receipt requested) a copy of such notice and demand to Gibber/Fraser, nor thereafter if during such ten (10) day period the Escrow Agent shall have received written notice of objection from Gibber/Fraser in accordance with the provisions of Section 5 below; or



C. Upon receipt of a written notice from Gibber/Fraser, stating that Gibber/Fraser is entitled under this Agreement to the return of the Escrow Documents and demanding receipt of the same, the Escrow Agent will disburse the Escrow Documents to Gibber/Fraser, provided, however, that, the Escrow Agent shall have mailed (by registered or certified mail, return receipt requested) a copy of such notice and demand to the Town, nor thereafter if during such ten (10) day period the Escrow Agent shall have received written notice of objection from the Town in accordance with the provisions of Section 5 below.

D. Upon the termination of the Water Works Agreement in accordance with the expiration of its term as provided in Section 10.4 thereof, the Escrow Agent will disburse the Escrow Documents to Gibber/Fraser.

4. Any notice to the Escrow Agent shall be sufficient only if received by the Escrow Agent within the applicable time period set forth herein. All mailings and notices from the Escrow Agent to the Town or Gibber/Fraser, or from the Town or Gibber/Fraser to the Escrow Agent, provided for herein shall be addressed to the Party to receive such notice at the address set forth in Section 9.1 of the Water Works Agreement, but those provisions of Section 9.1 relating to the manner of giving notices and the effective dates thereof shall have no application to the provisions of this Agreement.

5. Upon receipt of a written demand for the Escrow Documents made by the Town or Gibber/Fraser pursuant to Sections 3(B) or 3(C) above, respectively, the Escrow Agent shall promptly mail a copy of said demand (by registered or certified mail, return receipt requested) to the other Party. The other Party shall have the right to object to the disbursement of the Escrow Documents by delivery to the Escrow Agent of written notice of objection within ten (10) days after the date of the Escrow Agent's mailing of such copy to the other Party, but not thereafter. Upon receipt of such notice of objection, the Escrow Agent shall promptly mail a copy thereof (by registered or certified mail, return receipt requested) to the Party who made the written demand.

6. In the event that (a) the Escrow Agent shall have received a notice of objection as provided for in Section 5 above within the time therein prescribed, or (b) any disagreement or dispute shall arise between or among any of the Parties hereto and/or any other persons resulting in adverse claims and demands being made for the Escrow Documents, whether or not litigation has been instituted, then, in any such event, at the Escrow Agent's option, (i) the Escrow Agent may refuse to comply with any claims or demands on it and continue to hold the Escrow Documents until the Escrow Agent receives written notice signed by the Town, Gibber/Fraser and any other person who may have asserted a claim to or made a demand for the Escrow Documents directing the disbursement of the Escrow Documents, in which case the Escrow Agent may then disburse the Escrow Documents in accordance with said direction, and the Escrow



Agent shall not be or become liable in any way or to any person for its refusal to comply with such claims or demand; or (ii) in the event the Escrow Agent shall receive a written notice advising that a litigation over entitlement to the Escrow Documents has been commenced, the Escrow Agent may deposit the Escrow Documents with the clerk of the court in which said litigation is pending, or (iii) the Escrow Agent may (but shall not be required to) take such affirmative steps as it may, at its option, elect in order to substitute another impartial Party to hold the Escrow Documents in a court of competent jurisdiction and the commencement of an action for interpleader, the costs thereof to be borne by whichever of the Town or Gibber/Fraser is not entitled to the Escrow Documents, and thereupon the Escrow Agent shall be released of any and all liability thereunder. The Town and Gibber/Fraser, jointly and severally, agree to reimburse the Escrow Agent for any and all expenses incurred in the discharge of its duties hereunder, including, but not limited to, attorneys' fees (either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself).

7. It is expressly understood that the Escrow Agent acts hereunder as an accommodation to the Town and Gibber/Fraser and as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form of execution of such instruments or for the identity, authority or right of any person executing or depositing the same or for the terms and conditions of any instrument pursuant to which the Escrow Agent or the Parties may act.

8. The Escrow Agent shall not have any duties or responsibilities except those set forth herein and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document believed by the Escrow Agent to be genuine, and the Escrow Agent may assume that any person purporting to give it any notice on behalf of any Party in accordance with the provisions hereof has been duly authorized to do so.

9. In the event of the death of any person who may be a Party in interest hereunder, the Escrow Agent shall deem and treat the legal representative or successor in interest, as the case may be, of such person's estate as the successor in interest of such deceased person for all purposes of this Agreement.

10. The Escrow Agent may act or refrain from acting in respect of any matter referred to herein in full reliance upon and by and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

11. The Town and Gibber/Fraser hereby, jointly and severally, indemnify and agree to indemnify and save the Escrow Agent harmless from any and all loss, damage, claims, liabilities, judgments, and other cost and expense of every kind and nature which may be incurred by the Escrow Agent by reason of its acceptance of, and its performance under, this Agreement (including, without limitation, attorneys' fees either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself).



12. The Escrow Agent shall not be responsible for any act or failure to act on its part except in the case of its own willful default or gross negligence. The Escrow Agent shall be automatically released from all responsibility and liability under this agreement upon the Escrow Agent's delivery or deposit of the Escrow Documents in accordance with the provisions of this Agreement.

13. The Town and Gibber/Fraser agree that if either shall, pursuant to Sections 3(B) or 3(C) above, deliver to the Escrow Agent a written demand for the Escrow Documents, the Party making such demand shall, promptly after delivering such demand to the Escrow Agent, deliver a copy of such demand to the other Party, together with a statement of the facts and circumstances underlying the demand; provided, however, that nothing in this Section 13 shall have any effect whatsoever upon the Escrow Agent's rights, duties and obligations under the preceding parts of this Agreement.

14. The Escrow Agent or any member of its firm shall not be permitted to act as counsel for the Town in any dispute or question as to the disbursement of the Escrow Documents or otherwise between Gibber/Fraser or the Town whether or not the Escrow Agent is in possession of the Escrow Documents.

15. This Agreement, and its attachments, embodies the whole agreement of the parties relating to the obligations of the Escrow Agent. This Agreement may be amended only in writing duly executed by both parties.

16. All parties to this Agreement and their counsel have reviewed and revised this Agreement and any rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

17. The section and other headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of the text of this Agreement.

18. This Agreement will be construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of laws or choice of law rules to the contrary.

19. Neither party shall be entitled to assign all or any interest in this Agreement without the prior written consent of the other party which consent may be withheld for any reason or no reason.

20. This Agreement is for the sole benefit of the Escrow Agent, Gibber/Fraser and the Town and their respective legal representatives, successors, heirs and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.



GIBBER/FRASER WATER WORKS CORP.

By: \_\_\_\_\_  
Baruch Rosenfeld, President

By: \_\_\_\_\_  
Yehuda Fisch, Vice President

TOWN OF THOMPSON

By: \_\_\_\_\_  
William Rieber, Jr., Supervisor

Escrow Agent:

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

**EXHIBIT "D"**  
**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that as of the \_\_\_\_ day of \_\_\_\_\_, 2025, **GIBBER HOLDINGS/FRASER RESORT WORKS CORP.**, a New York transportation corporation having its principal place of business at 5A Lenore Avenue, Monsey, New York 10952 and 9 Butterman Place, Monsey, New York 10952 (the "Grantor"), for and in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration received from the **TOWN OF THOMPSON**, a New York municipal corporation with offices at 4052 New York 42, Monticello, New York 12701 (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey unto the Grantee, free of any liens or encumbrances, its successors and assigns forever, all of the assets of the Grantor, including, but not limited to, the water system to be constructed by the Grantor, all as more specifically enumerated in the Water Works Agreement (as hereinafter defined), (collectively the "Assets");

TO HAVE AND TO HOLD the Assets unto the Grantee, its successors and assigns, to its own use and behalf forever.

The Grantor warrants its title to the Assets herein conveyed and reaffirms as of the date hereof the representations and warranties made by the Grantor to the Grantee in a certain Water Works Agreement between the Grantor and the Grantee dated as of \_\_\_\_\_, 2025 (the "Water Works Agreement"), including, but not limited to, the provisions of Section 8A of the Water Works Agreement, as if such representations and warranties were set forth herein in haec verba.

Included in this Bill of Sale is an Assignment by the Grantor to the Grantee of all warranties and guaranties that the Grantor has received or at any time will receive applicable to the equipment owned by the Grantor and utilized by the Grantor in connection with the water distribution system constructed or to be constructed by the Grantor.

In the manner and to the extent, and subject to the conditions with respect thereto, provided for in the Water Works Agreement, the Grantor shall indemnify, defend and hold the Grantee harmless from and against any and all claims or liabilities resulting from any misrepresentation by, or breach of warranty, covenant or agreement, of the Grantor set forth herein or in the Water Works Agreement.

The Grantor, for itself and its successors and assigns further covenants and agrees to do, execute and deliver, or to cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto the Grantee and its successors and assigns, all and singular, the Assets which is hereby bargained, sold, assigned, transferred, set over and conveyed as the Grantee and its successors and assigns shall request.

This Bill of Sale and the representations, warranties and covenants herein contained shall inure to the benefit of the Grantee and its successors and assigns, shall be binding upon the Grantor and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

IN WITNESS WHEREOF, the Grantor has caused this Bill of Sale to be executed as of the day, month and year first written above.

**GIBBER HOLDINGS/FRASER RESORT  
WATER WORKS CORP.**

BY: \_\_\_\_\_  
Baruch Rosenfeld, President

BY: \_\_\_\_\_  
Yehuda Fisch, Vice President

STATE OF NEW YORK ]  
]ss.:  
COUNTY OF \_\_\_\_\_]

On the \_\_\_\_ day of \_\_\_\_\_ 2025, before me personally came **BARUCH ROSENFELD**, to me known, who being by me duly sworn, did depose and say that he is the President of **GIBBER HOLDINGS/FRASER RESORT WATER WORKS CORP.**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed her name thereto by like order.

\_\_\_\_\_  
Notary Public



STATE OF NEW YORK ]  
]ss.:  
COUNTY OF \_\_\_\_\_ ]

On the \_\_\_\_ day of \_\_\_\_\_ 2025, before me personally came **YEHUDA FISCH**, to me known, who being by me duly sworn, did depose and say that he is the President of **GIBBER HOLDINGS/FRASER RESORT WATER WORKS CORP.**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed her name thereto by like order.

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Notary Public

**EXHIBIT "E"**  
**ACCESS EASEMENT**

This Access Easement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, between **Gibber Holdings/Fraser Resort LLC**, having its principal place of business at 5A Lenore Avenue, Monsey, New York 10952 and 9 Butterman Place, Monsey, New York 10952 (the "Grantor") and **TOWN OF THOMPSON**, a New York municipal corporation with offices at 4052 New York 42, Monticello, NY 12701 (the "Grantee").

**WITNESSETH:**

WHEREAS, the Grantor is the owner of one parcel of land located formally in the Town of Thompson, Sullivan County, New York having tax map number Section 6, Block 1, Lots 11.1, 11.3, 11.4, 11.5 and 11.6, now being designated on the Village of Ateres tax map as Section 201.-1-12, 13, 15, 16, and 17 (the "Gibber Property") (the "Grantor Parcel") and Town of Thompson Section 9, Block 1, Lot 8.2 (the "Fraser Property"); and

WHEREAS, Gibber Holdings/Fraser Resort Water Works Corp., a New York corporation (the "Water Works Corporation") owns and operates a water distribution system on the Grantor's parcel which water distribution system provides, or will provide, pure and wholesome water for the development (the "Project");

WHEREAS, the Water Works Corporation and the Grantee are parties to a Water Works Agreement dated \_\_\_\_\_ 202\_ (the "Water Works Agreement") pursuant to which the Grantee allowed the Grantor to form the Water Works Corporation; and

WHEREAS, the Water Works Agreement provides that the Grantee shall have access to the water distribution system owned by the Water Works Corporation, at all times, including all wells, pipes, mains, conduits, and other equipment and improvements that comprise the system; and



WHEREAS, this Access Easement is intended to satisfy the Grantor's obligations concerning access, as provided for in the Water Works Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Grantee agree as follows:

1. The Grantor hereby grants, conveys, and transfers to the Grantee an easement for purposes of access and ingress and egress through the lands of the Grantor Parcel to all aspects of the water distribution system located on the Grantor Parcel including the buildings and improvements applicable thereto, and all wells, pipes, mains, conduits, and other equipment and improvements comprising the system. The easement shall extend 10 feet from the centerline of the installed water main.

2. The easement described above shall be for the purposes of access to all portions of the water distribution system, including ingress and egress. This Easement shall also allow the Grantee to remain on the Grantor Parcel for purposes of operating the water distribution system, to the extent determined by the Grantee, and to repair and replace the water distribution system, and all portions thereof. To the extent required, the Grantee shall be allowed to construct, reconstruct, remove, and reinstall all piping, conduits, and other aspects of the water distribution system, and shall allow the Grantee to perform whatever work may be necessary in order to properly maintain and operate the water distribution system.

3. The access easement shall be deemed a covenant running with the land, and shall benefit the Grantee, its successors and assigns, and shall burden the lands of the Grantor, as the owner of the Grantor Parcel, and its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day, month, and year first above written.

Gibber Holdings LLC

By: \_\_\_\_\_  
Baruch Rosenfeld, Managing Member

YJ Estates LLC

By: \_\_\_\_\_  
Yehuda Fisch, Managing Member

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of August, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **BARUCH ROSENFELD**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of August, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **YEHUDA FISCH**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



EXHIBIT 'F'  
ASSIGNMENT OF WATER RENTS

This Assignment of Water Rents is entered into as of the \_\_ day of \_\_\_\_\_, 2025, **between Gibber Holdings/Fraser Resort Water Works Corp., a New York transportation corporation formed under the laws of the State of New York**, having its principal place of business at 5A Lenore Ave, Monsey, New York 10952 and 9 Butterman Road, Liberty, New York 12754 (the "Assignor") and **TOWN OF THOMPSON, a New York municipal corporation** with offices at 4052 New York 42, Monticello, NY 12701 (the "Assignee").

**W I T N E S S E T H:**

WHEREAS, the Assignor owns and operates a water distribution system which water distribution system provides, or will provide, pure and wholesome water for a residential development (the "Project");

WHEREAS, the Assignor and the Assignee are parties to a Water Works Agreement dated \_\_\_\_\_, 2025 (the "Water Works Agreement") pursuant to which the Assignee allowed the Assignor the right to own and operate the water distribution system;

WHEREAS, the Water Works Agreement provides that the Assignee shall have the right to collect the water rents to be paid by the persons and entities that are connected to the Assignor's water distribution system (the "Water Rents") in the event that the Assignee were to assume control of the ownership and operation of the water distribution system; and

WHEREAS, this Assignment of Rents is intended to satisfy the Assignor's obligations with respect to the collection of Water Rents by the Assignee in the event that the Assignee were to assume control of the ownership and operation of the water distribution system;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby unconditionally assigns and transfers to the Assignee all of the Water Rents and revenues that the Assignor is entitled to in consideration of the Assignor's agreement to provide water distribution services to persons and entities within the Service Area, as that term is defined in the Water Works Agreement (collectively the "Water Users"), and hereby directs all Water Users to pay the Water Rents to the Assignee or the Assignee's agents. Notwithstanding the foregoing, prior to Assignee's notice to Assignor of Assignor's breach of any covenant or any agreement pursuant to the Water Works Agreement, Assignor shall collect and receive all Water Rents as trustee for the benefit of the Assignee.





STATE OF NEW YORK ]  
]ss.:  
COUNTY OF \_\_\_\_\_]

On the \_\_\_\_ day of \_\_\_\_\_ 2025, before me personally came **YEHUDA FISCH**, to me known, who being by me duly sworn, did depose and say that he is the President of **GIBBER HOLDINGS/FRASER RESORT WATER WORKS CORP.**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed her name thereto by like order.

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Notary Public

PETITION FOR MUNICIPAL CONSENT  
TO FORMATION OF SEWER-WORKS CORPORATION

TO: THE TOWN BOARD OF THE TOWN OF THOMPSON, NEW YORK

Petitioner, proposing to incorporate for the purpose of forming a sewage-works corporation to supply a portion of the Town of Thompson and its inhabitants with a sewer system, hereby represent and set forth:

1. The entities proposing to form such corporation are Gibber Holdings LLC, a New York limited liability company with an address for doing business at 5A Lenore Ave, Monsey, New York 10952 and YJ Estates LLC, a New York limited liability company, with an address for doing business at 9 Butterman Road, Liberty, New York 12754.

2. The capital stock is to be divided into 200 shares of common stock, without par value.

3. The name of the herein proposed sewer-works corporation is Gibber Holdings/Fraser Resort Sewage Works Corp., and a copy of the proposed Certificate of Incorporation is annexed hereto as Exhibit "A".

4. An application for approval of the engineering plans for the proposed sewer supply system has been submitted to the New York State Department of Environmental Conservation (NYSDEC), the agency with jurisdiction, which application is currently undergoing review by that agency.

5. The Town Board of The Town of Thompson is hereby requested to consider this application and to consent to the formation of the proposed sewage-works corporation.

Dated: Woodbourne, New York  
August \_\_, 2025

Gibber Holdings LLC

By: \_\_\_\_\_  
Baruch Rosenfeld, Managing Member

YJ Estates LLC

By: \_\_\_\_\_  
Yehuda Fisch, Managing Member

CERTIFICATE OF INCORPORATION  
OF  
GIBBER HOLDINGS/FRASER RESORT SEWAGE WORKS CORP.

Pursuant to Article 10 of the Transportation Corporations Law

FILER:

Kalter, Kaplan, Zeiger & Forman  
PO Box 30  
6166 State Route 42  
Woodbourne, New York 12788  
845-434-4777

CUST. REF.#. \_\_\_\_\_



CERTIFICATE OF INCORPORATION  
OF  
GIBBER HOLDINGS/FRASER RESORT SEWAGE-WORKS CORP.

PURSUANT TO ARTICLE 10 OF THE TRANSPORTATION CORPORATIONS LAW:

The undersigned, for purposes of forming a Sewage-Works Corporation pursuant to Article 10 of the Transportation Corporations Law, hereby certifies:

1. The name of the corporation shall be Gibber Holdings/Fraser Resort Sewage-Works Corp. (the "Corporation").
2. The purposes for which it is formed are: to provide a sewer system for the disposal of sewage through an established system of pipe lines, treatment plant and other means of disposal; to erect, construct, own, maintain and operate disposal systems, including sewer pipes and other appurtenances which are used or useful in whole or in part in connection with the collection, treatment or disposal of sewage and other waste, including sewage pumping stations, if necessary, and sewage treatment and a disposal plant; to own, lease, hold and maintain lands, buildings, easements, chattels, franchises and appurtenances incidental to the collection, treatment and disposal of sewage or other waste; to lay, maintain, repair and operate its pipes, conduits, and sewers in any street, highway or public place of any city, town, village or other municipal area specified herein and to the inhabitants thereof to wit, a portion of THE TOWN OF THOMPSON; to dispose of, treat, and remove sewage; to operate, maintain and keep in repair its sewage disposal plants; to prescribe the manner in which sewer connections shall be made; to cause examinations and surveys to be made to determine the proper location of its disposal system; and for such purposes to enter upon any lands or water; to acquire real estate or any interest therein necessary for the purpose of its incorporation; to lay, repair and maintain conduits and sewer pipes with connections and fixtures and other necessary portions of the system, in, through, and over the lands of others; and if unable to agree upon the terms of purchase of any such property or rights, to acquire the same by condemnation; and such further additional powers as are now or hereinafter provided for in Article 10 of the Transportation Corporations Law.
2. The office of the Corporation is to be located in the Town of Thompson, County of Sullivan, State of New York.
4. The aggregate number of shares the Corporation is authorized to issue is 200 shares, to consist of common shares without par value.

5. The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process against it may be served, and the post address to which the Secretary of State shall mail a copy of any such process served upon him is:

Kalter, Kaplan, Zeiger & Forman  
6166 State Route 42, PO Box 30  
Woodbourne, New York 12788

6. The subscriber hereof is of the age of twenty-one years or over.

7. The Town or portion thereof to be serviced by this Corporation is certain properties within the VILLAGE OF ATERES, formally designated as Town of Thompson, Section 6, Block 1, Lot 11.1, 11.3, 11.4, 11.5, and 11.6, and TOWN OF THOMPSON, Section 9, Block 1, Lot 8.2. The properties are now known as Village of Ateres, Section 201, Block 1, Lot 12, 13, 15, 16, and 17.

8. Annexed hereto is the certificate executed on behalf of the local governing body named herein, consenting to the formation of this Corporation for the area therein described.

IN WITNESS WHEREOF, this Certificate has been signed by the subscriber on this \_\_\_\_ day of August, 2025.

\_\_\_\_\_  
Baruch Rosenfeld, Subscriber

\_\_\_\_\_  
Yehuda Fisch, Subscriber

## SEWAGE WORKS AGREEMENT

THIS AGREEMENT (hereafter, the “Agreement”) entered into this \_\_ day of August, 2025 (the “Commencement Date”) between Gibber Holdings/Fraser Resort Sewage Works Corp., a New York transportation corporation formed under the laws of the State of New York, with an address for doing business at 5A Lenore Avenue, Monsey, New York 10952 and 9 Butterman Place, Monsey, New York 10952 (“Gibber/Fraser”); and the Town of Thompson, a municipal corporation of the State of New York with offices at 4052 New York 42, Monticello, NY 12701 (the “Town”; the Town and Gibber/Fraser individually may be as a “party” and together may be referred hereafter as the “parties”).

### WITNESSETH

WHEREAS, Gibber/Fraser is to construct a sewer system to provide sewage services for two residential developments, one of which is to be known as Gibber Holdings, consisting of 54 residential units, (the “Gibber Development”), and the second to be known as Fraser Resorts, consisting of 59 residential units (the “Fraser Development”) the Gibber Development and the Fraser Development are collectively referred to herein as the “Developments”; and

WHEREAS, the Gibber Development will be located off of Gibber Road, in the Town of Thompson, and is more particularly formally designated on the Town of Thompson tax map as Section 6, Block1, Lots 11.1, 11.3, 11.4, 11.5 and 11.6, now being designated on the Village of Ateres tax map as Section 201.-1-12, 13, 15, 16, and 17, and the Fraser Development will be located off of Fraser Road, in the Town of Thompson, and is more particularly designated in the Town of Thompson tax map as Section 9, Block 1, Lot 8.2 (collectively the “Service Area”); and

WHEREAS, Gibber/Fraser, when formed, shall be owned 50% by Gibber Holdings LLC and 50% by Fraser Resort LLC; and

WHEREAS, the parties hereto desire to establish a procedure for the orderly planning, construction, operation and maintenance, and potential takeover of the sewer improvements by the Town in accordance with the law; therefore

It is mutually agreed in consideration of the covenants and promises herein expressed as follows:

1. New York Transportation Corporations Law.



1.1 The parties hereto enter into this Agreement pursuant to Article 10 of the New York Transportation Corporations Law, and agree to be bound by the current terms and provisions thereof and as they may be revised and amended in the future and may be applicable to this Agreement. The definitions of the terms “sewer works corporation” and “sewer system” found at Section 115 of the NY Transportation Corporations Law shall be incorporated in this Agreement as though set forth at length herein.

#### 1.A Construction and Finance of the Sewer System.

1A.1 Gibber/Fraser shall (a) design and construct a sewer pipeline system, including a gravity sewer main and manhole to provide sewage collection and transportation services to the Service Area, as that term is defined at Section 1B.1 below (the “Project”), and (b) be fully responsible for the costs of the Project.

1A.2 The design of the Project will establish collection and transportation capacity adequate to service the present and future anticipated requirements of the Development, and shall adequately transport all waste to the nearby Town sewer main, as approved by the Town of Thompson Planning Board.

1A.3 Upon the making of this Agreement, Gibber/Fraser will cause its consultants to commence prompt creation of design plans and biddable contract documents for the proposed construction of the Project. Gibber/Fraser will employ best efforts to put the Project for bid within 30 days after receipt of any all necessary design, construction and financing approvals by pertinent agencies, including, but not limited to, approval by the New York State Department of Environmental Conservation (hereafter “DEC”), and the State and/or Sullivan County Department of Health, as applicable.

#### 1.B Provision of Service Within the Service Area.

1B.1 Gibber/Fraser shall provide sewer services to the Service Area, which shall be described as 10 feet from the centerline of the installed water main. Such service shall include, but not be limited to, the collection and transportation of sewage through the operation and maintenance of an adequate and properly constructed sewer lines leading to each individual property within the Service Area. The individual collection systems within each individual property shall be owned, operated and maintained by Gibber/Fraser and the Town shall have no responsibilities related thereto. Gibber/Fraser shall have no authority without written approval of the Town Board to provide sewer system service to any area outside of the Service Area.



1B.2 All properties within the Service Area shall utilize only the sewer system service provided by Gibber/Fraser, as described in Section 1B.1 above, with the understanding that once the sewage passes through the sewer lines owned and maintained by Gibber/Fraser, the sewer lines will be connected to the Town of Thompson sewer system.

1B.3 Gibber/Fraser shall provide such service on a non-discriminatory basis pursuant to the provisions of Section 121 of the Transportation Corporations Law. Gibber/Fraser shall comply with the applicable provisions of the Town Code relating to the operation of the sewer system. Gibber/Fraser shall not impose upon the users of the sewer improvement any conditions for use of the sewer improvement unless (a) those conditions are provided in the Town Code, or (b) Gibber/Fraser first obtains the written authorization of the Town.

## 2. Plan Approval

2.1 It is acknowledged by the parties that the authority of Gibber/Fraser to provide services is subject to State and local government approval, including the DEC and the NYS Department of Health (the "DOH"). Gibber/Fraser shall provide the Town with copies of all permits or denials issued by any reviewing authority within five (5) business days of receipt of same. The Town's engineer or a licensed professional engineer retained by the Town shall have the right to inspect the design plans as reasonably necessary (in the Town's sole discretion) at Gibber/Fraser's expense.

2.2 Notwithstanding approval of the plans for the Project by DEC and the DOH, all required or necessary Town approvals and permits shall be obtained prior to construction of the sewer system.

## 2A. Escrow Fund

2A.1 Prior to the execution of this Agreement, Gibber/Fraser agrees to establish an escrow account under the control of the Town, to be replenished as needed, to reimburse the Town for the reasonable cost of the Town's review of the following, relating to the review of the design, installation, operation and maintenance of the sewer improvements:

- (a) review of the SPDES permit and accompanying plans pursuant to Section 2.1 above;
- (b) reimbursement of the fees and costs associated with the Town engineer's review and attendance at inspections conducted by the Town's engineer, the DEC, the DOH, and/or a professional engineer licensed by the State of New York retained by Gibber/Fraser (hereinafter "Gibber/Fraser's Engineer"), including review of all copies of reports resulting from such inspections as per Section 3.1;

(c) reimbursement for the reasonable costs of review of the proposed rates to be charged to individual users within the Service Area.

(d) reimbursement of the Town's legal fees with respect to all matters concerning the installation, operation and maintenance of the sewer improvements; and

(e) reimbursement of the fees and costs imposed by any other consultant not listed herein but retained by the Town in relation to the design, construction, operation and/or maintenance of the sewer improvements.

Reimbursement to the Town shall be made within 30 days of the presentation of Town vouchers to Gibber/Fraser.

2A.2 Gibber/Fraser has heretofore made a deposit in escrow with the Town to be drawn upon by the Town to pay for the costs of the Town Attorney, or special counsel appointed by the Town, and/or of the Town's consulting engineer or a duly licensed engineer retained by the Town, as set forth in Section 2.A.1 above, or any other consultant retained by the Town in relation to the design, construction, operation and/or maintenance of the sewer improvements. Said escrow fund shall be replenished by Gibber/Fraser periodically within fifteen (15) days of the Town's written request to do so. The escrow funds so deposited with the Town shall be paid to the persons referenced herein upon submission of an invoice or voucher and subject to audit in accordance with the provisions of Town Law Sections 118 and 119. Each invoice shall set forth the date of performance of any task, the identity of the individual performing the task, the actual time spent on the task, the rate charged by the timekeeper, the cost of the service, and a reasonable description of the task. Gibber/Fraser may inspect all invoices and vouchers submitted hereunder, provided that the Town may redact any legally privileged communications.

### 3. Construction and Inspection.

3.1 The Town's engineer shall be given notice of all inspections conducted by the DEC, the DOH, and/or Gibber/Fraser' Engineer, and shall be provided copies of all reports resulting from any such inspection during and after construction of the sewer improvements within five (5) business days of receipt thereof. The Town's engineer shall have the right to examine or have examined all reports submitted by Gibber/Fraser to governmental agencies or authorities to ascertain and verify the construction and to perform inspections at reasonable intervals during and after construction as further provided in Section 4.1 below. The reasonable expenses of the Town's engineer shall be paid for by Gibber/Fraser from funds within the escrow account as per Section 2A. Additionally, Gibber/Fraser shall file with the Town copies of all reports, including certifications, from Gibber/Fraser' engineer concerning construction of the improvements.

3.2 No certificates of occupancy for any property that requires them shall be issued until the sewer improvements are completed and approved by the Town and Gibber/Fraser has complied with all requirements and provisions of this Agreement and applicable law.

3.3 Gibber/Fraser Engineer shall periodically inspect the sewer improvements during the course of construction and certify to the Town that construction is properly completed in accordance with the approved plans and specifications. Upon completion of construction, Gibber/Fraser shall provide the Town a complete set of as-built drawings, equipment descriptions and manuals pertaining to the sewer improvements and a maintenance plan for the facilities.

#### 4. Guaranties.

4.1 Gibber/Fraser shall post a performance bond in the amount of \$ \_\_\_\_\_ or deposit cash in an account controlled by the Town in the amount of \$ \_\_\_\_\_ as security for the completion of the Project, the parties agree that the foregoing satisfies the performance bond requirements of Section 119(1) of the Transportation Corporations Law. Said performance security shall be released upon satisfactory completion of the sewer improvements. Gibber/Fraser may make application to the Town for periodic reduction or elimination of the performance security amount. The Town may make the requested reduction at its sole discretion. Notwithstanding the foregoing, the amount of security shall always equal or exceed the projected cost of completion of the Project.

4.2 Gibber/Fraser shall establish a reserve fund to guaranty the yearly operation and maintenance of the sewer system. The parties agree that such reserve fund satisfies the security requirements of Section 119(2) of the Transportation Corporations Law. The reserve fund shall initially be in the amount of \$ \_\_\_\_\_ and shall thereafter be decreased or increased as reasonably determined by the Town to guaranty sufficient funds for the yearly operation and maintenance of the sewer improvements. The Town shall have sole access to withdraw the fund proceeds. Funds needed for the operation and maintenance of the sewer improvements shall be requested by Gibber/Fraser and furnished by the Town from the reserve fund. The Town shall have the right to draw funds from the reserve fund account, but the Town shall not exercise that right except as requested by Gibber/Fraser or as provided in Sections 4.9 and 4.10, below. The reserve fund shall be in place fourteen (14) days prior to commencement of operation of the sewer facilities. The reserve fund shall be maintained through the collection of rates as provided for in Section 6.1 below or by Gibber/Fraser in the event that sufficient rates are not available. The reserve fund shall be maintained for a period of no less than five years.

4.3 Gibber/Fraser shall place the stock of the corporation, along with a fully executed stock assignment in favor of the Town, in escrow with an attorney designated by the Town. Such deposit into escrow shall be made prior to the commencement of operation of the sewer improvements. The form of escrow agreement is attached hereto as Exhibit "C" (hereafter the "Escrow Agreement"). The Escrow Agreement shall provide, inter alia, that the Town may demand that the stock be released from escrow and assigned to the Town so that ownership of the stock shall pass to the Town in the event of (a) an abandonment of construction of the Project, or (b) an abandonment or discontinuance of the maintenance and operation of the sewer improvements by Gibber/Fraser.

4.4 Gibber/Fraser shall place a Bill of Sale (Exhibit "D") and easement in favor of the Town to all assets owned by Gibber/Fraser (Exhibit "E") into escrow with an attorney designated by the Town pursuant to the Escrow Agreement. Such deposit into escrow shall be made prior to the commencement of operation of the sewer improvements. The Escrow Agreement shall provide, inter alia, that the Town may demand a release of the documents to the Town from escrow so as to pass title to the Town in the event of abandonment of construction of such work and facilities or discontinuance of the maintenance or operation of the sewer improvements.

4.5 Gibber/Fraser and the Town shall enter into an assignment of sewer rents that may become due when and if the Town elects to take title to the improvements and assets of Gibber/Fraser or if the Town otherwise operates the system pursuant to this Agreement, which assignment shall be held in escrow with an attorney designated by the Town together with the stock certificates and other instruments cited above also to be held in escrow in accordance with the Escrow Agreement. The form of the assignment agreement is attached hereto as Exhibit "F". Such deposit into escrow shall be made prior to the commencement of operation of the sewer improvements.

4.6 The Escrow Agreement shall provide that Gibber/Fraser, or its designee, may demand a return of the assignment of sewer rents, stock certificates, Bill of Sale and easement so deposited in escrow (the "Escrow Documents") if the Agreement is terminated by the Town.

4.7 In the event that the Town exercises its rights under Section 5 below, Gibber/Fraser shall cooperate with the Town and execute all necessary documents to effectuate the transfer of the SPDES permit and all other written authorizations obtained for the Project in the event that the Town determines that such transfer is in the best interests of the Town.

4.8 Gibber/Fraser is required to operate, maintain and repair the sewer improvements in a proper, safe and environmentally sound manner at its sole cost and expense. Gibber/Fraser is also required to make all necessary capital improvements to the sewer improvements. Gibber/Fraser shall perform any and all operation, maintenance repair and capital improvement work reasonably directed by the Town. Gibber/Fraser shall be solely



responsible for the payment of any fines or penalties resulting from the construction or operation and maintenance of the sewer improvements and imposed by (a) the Town for violations of applicable provisions of the Town Code; (b) the DEC for violations of the ECL, including its implementing regulations and the SPDES permit issued for the sewer system; (c) the DOH for violations of its implementing regulations; or (d) any governmental agency with jurisdiction over the construction or operation and maintenance of the sewer improvements for violations of applicable law and regulation.

4.9 Proper operation, maintenance, repair and capital improvement of the sewer improvements subject of this Agreement shall be paid for by Gibber/Fraser. In the event that the NYS DEC, the DOH, or the Town determines a repair or improvement to the sewer improvements is necessary during the construction of the Project, and such work is not performed by Gibber/Fraser in a reasonable time, the Town shall have the right to perform or cause to be performed such repair or improvement using the security bond or funds provided for in Section 4.1. In the event that the NYS DEC, the DOH, or the Town determines a repair or improvement to the sewer improvements is necessary after completion of the Project and such work is not performed by Gibber/Fraser in a reasonable time, the Town shall have the right to perform or cause to be performed such repair or improvement using reserve funds provided for in Section 4.2 of this Agreement and Gibber/Fraser shall be liable for all costs and expenses in excess thereof.

4.10 Notwithstanding anything in this Agreement to the contrary, if after the completion of this Project the Town Board determines that the health, safety and welfare of the residents residing in the Service Area are at immediate risk as a result of the inadequate operation, maintenance and/or service of the sewer improvements, the Town, upon written notice to Gibber/Fraser, may assume the operation and maintenance of the sewer improvements without exercising its option to acquire as provided in Section 5.1. Any material violation of the SPDES permit issued for the operation of the sewer system shall be prima facie evidence that the health, safety and welfare of the residents residing in the Service Area have been placed at risk. In the event that the Town exercises its rights under this Section 4.10, it will meet with Gibber/Fraser to discuss the Town's intentions under Section 5.1. Under no circumstances will the Town operate the sewer improvements for a period of more than four (4) consecutive months without electing to exercise its option to acquire under Section 5.1 or returning operation and control of the sewer improvements to Gibber/Fraser.

## 5. Option to Acquire.

5.1 (a) The Town shall have the option to acquire the system, including the equipment owned by Gibber/Fraser from Gibber/Fraser (i) at any time upon mutual agreement by the parties; (ii) in the event of abandonment of construction of the sewer improvements; or (iii) after commencement of operation, in the event that maintenance and operation of the sewer improvements by Gibber/Fraser is abandoned, discontinued or otherwise deemed inadequate by the Town. The Town shall have the right, but not the duty or obligation, to exercise this option.

(b) The Town may not, without Gibber/Fraser's' consent, exercise its option to acquire under a determination that Gibber/Fraser has abandoned, discontinued or inadequately maintained and operated the lift station(s) without first providing ten (10) days written notice to Gibber/Fraser.

(c) In the event that assets, title and property interests are passed to the Town, the same shall be free of all liens and encumbrances, and Gibber/Fraser shall be responsible for removing all liens and encumbrances at its cost and expense.

5.2 If the Town exercises its option to acquire the system prior to proper completion of construction of the Project, notwithstanding the term of the security bond or cash deposit, the bond or cash deposit shall remain in effect and the proceeds of the bond or cash deposit shall be utilized by the Town at any time to make complete repair and/or make capital improvements to the sewer improvements.

## 6. Rates and Rate Setting

6.1 Gibber/Fraser shall provide the properties within its Service Area with a sewer system for collection and transportation of sewage at fair, reasonable and adequate rates as agreed by Gibber/Fraser and the Town. Such rates shall be sufficient to cover the cost of the operation and maintenance of the sewer improvements

6.2 The reasonable costs to the Town for reviewing rates to be charged by Thompson Holdings, if any, shall be reimbursed to the Town by Gibber/Fraser, which costs may be included in the rate charged to users of the sewer improvements. At either party's request, rates may be reviewed and, if agreed by the parties, modified on an annual basis or such less interval as is provided by law. Gibber/Fraser acknowledges that the Town will separately charge residents of the Developments sewer fees pursuant to the Town Code and associated regulations.

## 7. Powers of the Gibber/Fraser Sewage Works Corp.

7.1 Prior to laying pipes or manholes within any Town right-of-way or on Town property, Gibber/Fraser shall first obtain the written approval of the Town.

## 8. Representations and Warranties.

8A. (a) Gibber/Fraser is a Sewage Works Corporation duly formed under the NY Transportation Corporations Law and in good standing under the laws of the State of New York;

(b) Gibber/Fraser has all requisite power, capacity, and authority to enter into this Agreement and to perform all of its obligations hereunder;

(c) The person signing this Agreement on behalf of Gibber/Fraser is authorized to do so;

(d) This Agreement constitutes a valid and binding obligation of Gibber/Fraser enforceable against Gibber/Fraser in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors rights generally, and general principals of equity (regardless of whether such enforcement is sought in a proceeding in equity or at law);

(e) No approval, consent, order or authorization of, or designation, registration or declaration with, any governmental authority, other than those referenced in this Agreement, is required in connection with the valid execution and delivery of, and compliance with, this Agreement by Gibber/Fraser;

(f) Neither the execution or delivery nor the performance by Gibber/Fraser of this Agreement will conflict with or will result in a breach of, or will constitute a default under, (i) Gibber/Fraser's' organizational or operating documents, (ii) any judgment, statute, rule, order, decree, writ, injunction or regulation of any court or other governmental authority, or (iii) any agreement or instrument by which Gibber/Fraser or its properties may be bound;

(g) There is no action, suit, arbitration, unsatisfied, order or judgment, governmental investigation or proceeding pending against Gibber/Fraser or the transactions contemplated by this Agreement, which, if adversely determined, could, individually or in the aggregate, have a material adverse effect on or interfere with the consummation by Gibber/Fraser of the transactions contemplated by this Agreement.

#### 8B. Miscellaneous.

8B.1 Gibber/Fraser acknowledges that it proceeds at its own risk without reliance on the Town or any other governmental agency to perform any act or refrain from performing any act which might have the effect of diverting potential users to other sources of treatment, provided the Town or other agency proceeds in a legal and lawful manner.

#### 9. Notice.

9.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) upon delivery if delivered by hand to the party to whom such communication was directed or (ii) upon the third business day after the date on which such communication was mailed if mailed by certified or registered mail with postage prepaid to the address set forth in the introductory paragraph of this Agreement or to such other address as may have been furnished in writing by one party to the other.

10. Full Agreement.

10.1 This Agreement embodies the whole agreement of the parties and this Agreement may be amended only in writing duly executed by both parties.

10.2 All parties to this Agreement and their counsel have reviewed and revised this Agreement and any rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

10.3 Each signatory hereto represents and warrants that he is fully authorized by the party whom he represents to execute this Agreement on behalf of that party and to bind that party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns.

10.4 The Section and other headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of the text of this Agreement.

10.5 This Agreement will be construed and enforced in accordance with the law of the State of New York, without giving effect to any conflict of laws or choice of law rules to the contrary.

10.6 Gibber/Fraser shall not be entitled to assign all or any interest in this Agreement without the prior written consent of the Town which consent may be withheld for any reason or no reason.

10.7 This Agreement is for the sole benefit of Gibber/Fraser and the Town and their respective legal representatives, successors, heirs and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

Gibber/Fraser Water Works Corp.

By: \_\_\_\_\_  
Baruch Rosenfeld, President

By: \_\_\_\_\_  
Yehuda Fisch, Vice President

Town of Thompson

By: \_\_\_\_\_  
William Rieber, Jr., Supervisor



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

On the \_\_\_\_ day of August in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared BARUCH ROSENFELD personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of August in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared YEHUDA FISCH personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of August in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM RIEBER, JR. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

Exhibit A

The service area shall be described as 10 feet from the centerline of the installed water main.

Exhibit B

Form of Stock Power

Attached.

Exhibit "B"

STOCK POWER

FOR VALUE RECEIVED, Gibber Holdings LLC and YJ Estates LLC, hereby sells, assigns, and transfers unto the TOWN OF THOMPSON, 200 shares of common stock of Gibber/Fraser SEWAGE WORKS CORP., a New York transportation corporation, standing in our name on the books of said Corporation with full power of substitution at in the premises. The assignor hereby represents to the assignee that said 200 shares represents all of the shares of said Corporation that are owned by the undersigned and represents 100% of the issued and outstanding shares of said Corporation.

Dated: Woodbourne, New York  
\_\_\_\_\_, 2025

Gibber Holdings LLC

By: \_\_\_\_\_  
Baruch Rosenfeld, Managing Member

YJ Estates LLC

By: \_\_\_\_\_  
Yehuda Fisch, Managing Member



Exhibit C

Escrow Agreement

Attached.

Exhibit "C"

[Escrow Agreement]

THIS AGREEMENT, (hereafter, the "Agreement") entered into this \_\_\_ day of \_\_\_\_\_, 2025, between Gibber Holdings/Fraser Resort Sewage Works Corp., a transportation corporation formed under the laws of the State of New York, with an address for doing business at 5A Lenore Avenue, Monsey, New York 10952 and 9 Butterman Place, Monsey, New York 10952 ("Gibber/Fraser"); and the Town of Thompson, a municipal corporation of the State of New York with offices at Town Hall, 4052 New York 42, Monticello, NY 12701 ("Town"). Town and Gibber/Fraser, individually, may be referred hereafter as a "Party" and together may be referred hereafter as the "Parties".

W I T N E S S E T H

WHEREAS, Gibber/Fraser is to construct sewer improvements to provide sewage collection and transportation services for two residential developments (the "Developments"); and

WHEREAS, contemporaneously with the execution of this Agreement, the Parties will enter into a Sewage Works Agreement which provides for a procedure for the orderly planning, construction, operation and maintenance of the sewer improvements contemplated by the Sewage Works Agreement and in accordance with applicable law; and

WHEREAS, the Sewage Works Agreement requires certain items to be held in escrow during the implementation of the Sewer Works Agreement; therefore

It is mutually agreed in consideration of the covenants and promises herein expressed as follows:

1. The Town Attorney, attorney for the Town, or any attorney designated by the Town Board of the Town shall act as the "Escrow Agent" for all purposes set forth in this Agreement. The Town may, from time to time, designate a replacement attorney to act as Escrow Agent.

2. In accordance with Article 4.0 of the Sewage Works Agreement, the following items shall be held safely in escrow by the attorney for the Town.

2.1 Gibber/Fraser shall place the stock of Gibber/Fraser in escrow with the attorney for the Town. Such deposit into escrow shall be made prior to the commencement of operation of the improvements. The stock will be released from escrow and ownership shall pass to the Town in the event of abandonment of construction of such work and facilities or in the event of abandonment or discontinuance of the maintenance or operation of the sewer facilities by Gibber/Fraser.

2.2 Gibber/Fraser shall place a Bill of Sale and easement to the assets of the corporation into escrow with the Town's attorney; such deposit into escrow shall be made prior to the commencement of the operation of the sewer improvements. The Bill of Sale and easement to the assets of Gibber/Fraser shall be released to the Town so as to pass title to the Town in the event of abandonment of construction of such works and facilities or discontinuance of the maintenance and operation of the sewer facilities.

2.3 Gibber/Fraser shall execute an assignment of sewer rents that may become due after the Town elects to take title to the improvements and assets of Gibber/Fraser, which shall be held in escrow by the Town's attorney together with the stock certificates and other instruments cited above also to be held in escrow. Such deposit into escrow shall be made prior to the commencement of the operation of the sewer improvements. The assignment of sewer rents shall be released to the Town so as to pass title to the Town in the event of an abandonment of construction of such work and facilities or discontinuance of the maintenance and operation of the sewer system.

The documents listed above shall be hereafter referred to as the "Escrow Documents".

3. The Escrow Agent will disburse the Escrow Documents to the Town or Gibber/Fraser, as the case may be, upon the following conditions:

A. Upon the Town's exercise of the option to acquire the sewer improvements in accordance with Section 5.1(a)(i) of the Sewer Works Agreement, the Escrow Agent will disburse the Escrow Documents to the Town;

B. Upon receipt of a written notice from the Town stating that the Town is entitled under this Agreement to the Escrow Documents (other than as set forth in Section 3(A) above) and demanding receipt of the same, the Escrow Agent will disburse the Escrow Documents to the Town, provided, however, that the Escrow Agent shall not honor such demand until not less than ten (10) days after the date on which the Escrow Agent shall have mailed (by registered or certified mail, return receipt requested) a copy of such notice and demand to Gibber/Fraser, nor thereafter if during such ten (10) day period the Escrow Agent shall have received written notice of objection from Gibber/Fraser in accordance with the provisions of Section 5 below; or

C. Upon receipt of a written notice from Gibber/Fraser, stating that Gibber/Fraser is entitled under this Agreement to the return of the Escrow Documents and demanding receipt of the same, the Escrow Agent will disburse the Escrow Documents to Gibber/Fraser, provided, however, that, the Escrow Agent shall have mailed (by registered or certified mail, return receipt requested) a copy of such notice and demand to the Town, nor thereafter if during such ten (10) day period the Escrow Agent shall have received written notice of objection from the Town in accordance with the provisions of Section 5 below.

D. Upon the termination of the Sewer Works Agreement in

accordance with the expiration of its term as provided in this Agreement, the Escrow Agent will disburse the Escrow Documents to Gibber/Fraser.

4. Any notice to the Escrow Agent shall be sufficient only if received by the Escrow Agent within the applicable time period set forth herein. All mailings and notices from the Escrow Agent to the Town or Gibber/Fraser, or from the Town or Gibber/Fraser to the Escrow Agent, provided for herein shall be addressed to the Party to receive such notice at the address set forth in Section 9.1 of the Sewer Works Agreement, but those provisions of Section 9.1 relating to the manner of giving notices and the effective dates thereof shall have no application to the provisions of this Agreement.

5. Upon receipt of a written demand for the Escrow Documents made by the Town or Gibber/Fraser pursuant to Sections 3(B) or 3(C) above, respectively, the Escrow Agent shall promptly mail a copy of said demand (by registered or certified mail, return receipt requested) to the other Party. The other Party shall have the right to object to the disbursement of the Escrow Documents by delivery to the Escrow Agent of written notice of objection within ten (10) days after the date of the Escrow Agent's mailing of such copy to the other Party, but not thereafter. Upon receipt of such notice of objection, the Escrow Agent shall promptly mail a copy thereof (by registered or certified mail, return receipt requested) to the Party who made the written demand.

6. In the event that (a) the Escrow Agent shall have received a notice of objection as provided for in Section 5 above within the time therein prescribed, or (b) any disagreement or dispute shall arise between or among any of the Parties hereto and/or any other persons resulting in adverse claims and demands being made for the Escrow Documents, whether or not litigation has been instituted, then, in any such event, at the Escrow Agent's option, (i) the Escrow Agent may refuse to comply with any claims or demands on it and continue to hold the Escrow Documents until the Escrow Agent receives written notice signed by the Town, Gibber/Fraser and any other person who may have asserted a claim to or made a demand for the Escrow Documents directing the disbursement of the Escrow Documents, in which case the Escrow Agent may then disburse the Escrow Documents in accordance with said direction, and the Escrow Agent shall not be or become liable in any way or to any person for its refusal to comply with such claims or demand; or (ii) in the event the Escrow Agent shall receive a written notice advising that a litigation over entitlement to the Escrow Documents has been commenced, the Escrow Agent may deposit the Escrow Documents with the clerk of the court in which said litigation is pending, or (iii) the Escrow Agent may (but shall not be required to) take such affirmative steps as it may, at its option, elect in order to substitute another impartial Party to hold the Escrow Documents in a court of competent jurisdiction and the commencement of an action for interpleader, the costs thereof to be borne by whichever of the Town or Gibber/Fraser is not entitled to the Escrow Documents, and thereupon the Escrow Agent shall be released of any and all liability thereunder. The Town and Gibber/Fraser, jointly and severally, agree to reimburse the Escrow Agent for any and all expenses incurred in the discharge of its duties hereunder, including, but not limited to, attorneys' fees (either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself).



7. It is expressly understood that the Escrow Agent acts hereunder as an accommodation to the Town and Gibber/Fraser and as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form of execution of such instruments or for the identity, authority or right of any person executing or depositing the same or for the terms and conditions of any instrument pursuant to which the Escrow Agent or the Parties may act.

8. The Escrow Agent shall not have any duties or responsibilities except those set forth herein and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document believed by the Escrow Agent to be genuine, and the Escrow Agent may assume that any person purporting to give it any notice on behalf of any Party in accordance with the provisions hereof has been duly authorized to do so.

9. In the event of the death of any person who may be a Party in interest hereunder, the Escrow Agent shall deem and treat the legal representative or successor in interest, as the case may be, of such person's estate as the successor in interest of such deceased person for all purposes of this Agreement.

10. The Escrow Agent may act or refrain from acting in respect of any matter referred to herein in full reliance upon and by and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

11. The Town and Gibber/Fraser hereby, jointly and severally, indemnify and agree to indemnify and save the Escrow Agent harmless from any and all loss, damage, claims, liabilities, judgments, and other cost and expense of every kind and nature which may be incurred by the Escrow Agent by reason of its acceptance of, and its performance under, this Agreement (including, without limitation, attorneys' fees either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself).

12. The Escrow Agent shall not be responsible for any act or failure to act on its part except in the case of its own willful default or gross negligence. The Escrow Agent shall be automatically released from all responsibility and liability under this agreement upon the Escrow Agent's delivery or deposit of the Escrow Documents in accordance with the provisions of this Agreement.

13. The Town and Gibber/Fraser agree that if either shall, pursuant to Sections 3(B) or 3(C) above, deliver to the Escrow Agent a written demand for the Escrow Documents, the Party making such demand shall, promptly after delivering such demand to the Escrow Agent, deliver a copy of such demand to the other Party, together with a statement of the facts and circumstances underlying the demand; provided, however, that nothing in this Section 13 shall have any effect whatsoever upon the Escrow Agent's rights, duties and obligations under the preceding parts of this Agreement.

14. The Escrow Agent or any member of its firm shall be permitted to act as counsel for the Town in any dispute or question as to the disbursement of the Escrow Documents or otherwise between Gibber/Fraser or the Town whether or not the Escrow Agent is in possession of the Escrow Documents.

15. This Agreement, and its attachments, embodies the whole agreement of the parties relating to the obligations of the Escrow Agent. This Agreement may be amended only in writing duly executed by both parties.

16. All parties to this Agreement and their counsel have reviewed and revised this Agreement and any rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

17. The section and other headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of the text of this Agreement.

18. This Agreement will be construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of laws or choice of law rules to the contrary.

19. Neither party shall be entitled to assign all or any interest in this Agreement without the prior written consent of the other party which consent may be withheld for any reason or no reason.

20. This Agreement is for the sole benefit of the Escrow Agent, Gibber/Fraser and the Town and their respective legal representatives, successors, heirs and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

GIBBER/FRASER SEWAGE WORKS CORP.

By: \_\_\_\_\_  
Baruch Rosenfeld, President

By: \_\_\_\_\_  
Yehuda Fisch, Vice President

TOWN OF THOMPSON

By: \_\_\_\_\_  
William Rieber, Jr., Supervisor

Escrow Agent:

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

Exhibit D

Bill of Sale

Attached.



**EXHIBIT "D"**  
**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that as of the \_\_\_\_ day of \_\_\_\_\_, 2025, **Gibber Holdings/Fraser Resort SEWAGE WORKS CORP.**, a New York transportation corporation having its principal place of business at 5A Lenore Avenue, Monsey, New York 10952 and 9 Butterman Place, Monsey, New York 10952 (the "Grantor"), for and in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration received from the **TOWN OF THOMPSON**, a New York municipal corporation with offices at 4052 New York 42, Monticello, NY 12701 (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has bargained, sold, transferred, assigned, set over and conveyed, and by these presents does bargain, sell, transfer, assign, set over and convey unto the Grantee, free of any liens or encumbrances, its successors and assigns forever, all of the assets of the Grantor, including, but not limited to, the sewer lift station to be constructed by the Grantor, all as more specifically enumerated in the Sewage Works Agreement (as hereinafter defined), (collectively the "Assets");

TO HAVE AND TO HOLD the Assets unto the Grantee, its successors and assigns, to its own use and behalf forever.

The Grantor warrants its title to the Assets herein conveyed and reaffirms as of the date hereof the representations and warranties made by the Grantor to the Grantee in a certain Sewage Works Agreement between the Grantor and the Grantee dated as of \_\_\_\_\_, 2024 (the "Sewage Works Agreement"), as if such representations and warranties were set forth herein in haec verba.

Included in this Bill of Sale is an Assignment by the Grantor to the Grantee of all warranties and guaranties that the Grantor has received or at any time will receive applicable to the equipment owned by the Grantor and utilized by the Grantor in connection with the sewer lift station constructed or to be constructed by the Grantor.

In the manner and to the extent, and subject to the conditions with respect thereto, provided for in the Sewage Works Agreement, the Grantor shall indemnify, defend and hold the Grantee harmless from and against any and all claims or liabilities resulting from any misrepresentation by, or breach of warranty, covenant or agreement, of the Grantor set forth herein or in the Sewage Works Agreement.

The Grantor, for itself and its successors and assigns further covenants and agrees to do, execute and deliver, or to cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto the Grantee and its successors and assigns, all and singular, the Assets which is hereby bargained, sold, assigned, transferred, set over and conveyed as the Grantee and its successors and assigns shall request.

This Bill of Sale and the representations, warranties and covenants herein contained shall inure to the benefit of the Grantee and its successors and assigns, shall be binding upon the Grantor and its successors, assigns and transferees, and shall survive the execution and delivery hereof.

IN WITNESS WHEREOF, the Grantor has caused this Bill of Sale to be executed as of the day, month and year first written above.

**GIBBER HOLDINGS/FRASER RESORT  
SEWAGE WORKS CORP.**

BY: \_\_\_\_\_  
Baruch Rosenfeld, President

BY: \_\_\_\_\_  
Yehuda Fisch, Vice President

STATE OF NEW YORK ]  
]ss.:  
COUNTY OF \_\_\_\_\_ ]

On the \_\_\_\_ day of \_\_\_\_\_ 2025, before me personally came **BARUCH ROSENFELD**, to me known, who being by me duly sworn, did depose and say that he is the President of **GIBBER HOLDINGS/FRASER RESORT SEWAGE WORKS CORP.**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed her name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK ]  
]ss.:  
COUNTY OF \_\_\_\_\_ ]

On the \_\_\_\_ day of \_\_\_\_\_ 2025, before me personally came **YEHUDA FISCH**, to me known, who being by me duly sworn, did depose and say that he is the President of **GIBBER HOLDINGS/FRASER RESORT SEWAGE WORKS CORP.**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed her name thereto by like order.

---

Notary Public

Exhibit E

Access Easement

Attached.



**EXHIBIT “E”**  
**ACCESS EASEMENT**

This Access Easement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, between **Gibber Holdings/Fraser Resort LLC**, having its principal place of business at 5A Lenore Avenue, Monsey, New York 10952 and 9 Butterman Place, Monsey, New York 10952 (the “Grantor”) and **TOWN OF THOMPSON**, a New York municipal corporation with offices at 4052 New York 42, Monticello, NY 12701 (the "Grantee").

**W I T N E S S E T H**

WHEREAS, the Grantor is the owner of one parcel of land located formally in the Town of Thompson, Sullivan County, New York having tax map number Section 6, Block 1, Lots 11.1, 11.3, 11.4, 11.5 and 11.6, now being designated on the Village of Ateres tax map as Section 201.-1-12, 13, 15, 16, and 17 (the “Gibber Property”) (the “Grantor Parcel”) and Town of Thompson Section 9, Block 1, Lot 8.2 (the “ Fraser Property”) ; and

WHEREAS, Gibber Holdings/Fraser Resort Sewage Works Corp., a New York corporation (the “Sewage-Works Corporation”) owns and operates a sewage system on the Grantor Parcel which sewer system provides, or will provide, sewage services for two residential developments (the “Project”);

WHEREAS, the Sewage-Works Corporation and the Grantee are parties to a Sewage Works Agreement dated \_\_\_\_\_, 2025 (the “Sewage Works Agreement”) pursuant to which the Grantee allowed the Grantor to form the Sewage Works Corporation; and

WHEREAS, the Sewage Works Agreement provides that the Grantee shall have access to the sewer improvements owned by the Sewage-Works Corporation, at all times, including all pipes, mains, conduits, and lift station(s) that comprise the sewer improvements; and

WHEREAS, this Access Easement is intended to satisfy the Grantor's obligations concerning access, as provided for in the Sewage Works Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Grantee agree as follows:

1. The Grantor hereby grants, conveys, and transfers to the Grantee an easement for purposes of access and ingress and egress through the lands of the Grantor Parcel to all aspects of the sewage improvements located on the Grantor Parcel including the buildings and improvements applicable thereto, and all pipes, manholes, conduits, and grinder comprising the sewer improvements. The easement shall extend 10 feet from the centerline of the installed sewer main.

2. The easement described above shall be for the purposes of access to all portions of the sewer improvements, including ingress and egress. This Easement shall also allow the Grantee to remain on the Grantor Parcel for purposes of operating the sewer system, to the extent determined by the Grantee, and to repair and replace the sewer lift system, and all provisions thereof.

3. The access easement shall be deemed a covenant running with the land, and shall benefit the Grantee, its successors and assigns, and shall burden the lands of the Grantor, as the owner of the Grantor Parcel, and its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day, month, and year first above written.

Gibber Holdings LLC

By: \_\_\_\_\_  
Baruch Rosenfeld, Managing Member

YJ Estates LLC

By: \_\_\_\_\_  
Yehuda Fisch, Managing Member

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of August, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **BARUCH ROSENFELD**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of August, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **YEHUDA FISCH**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Exhibit F

Assignment of Sewer Rents

Attached.



EXHIBIT 'F'  
ASSIGNMENT OF SEWER RENTS

This Assignment of Sewer Rents is entered into as of the \_\_\_ day of \_\_\_, 2025, between **Gibber Holdings/Fraser Resort Sewage Works Corp., a New York transportation corporation formed under the laws of the State of New York**, having its principal place of business at \_\_\_\_\_ (the "Assignor") and **TOWN OF THOMPSON, a New York municipal corporation** with offices at 4052 New York 42, Monticello, NY 12701 (the Assignee").

**W I T N E S S E T H**

WHEREAS, the Assignor owns and operates sewage improvements which will provide, sewage collection and transportation services for two residential developments (the "Project");

WHEREAS, the Assignor and the Assignee are parties to a Sewage Works Agreement dated \_\_\_\_\_, 2025 (the "Sewage Works Agreement") pursuant to which the Assignee allowed the Assignor the right to own and operate the sewage improvements;

WHEREAS, the Sewage Works Agreement provides that the Assignee shall have the right to collect the sewer rents to be paid by the persons and entities that are connected to the Assignor's sewer improvements in the event that the Assignee were to assume control of the ownership or operation of the sewer lift station(s); and

WHEREAS, this Assignment of Rents is intended to satisfy the Assignor's obligations with respect to the collection of sewer rents by the Assignee in the event that the Assignee were to assume control of the ownership or operation of the sewer system;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby unconditionally assigns and transfers to the Assignee all of the sewer usage rents and revenues that the Assignor is entitled to in consideration of the Assignor's agreement to provide sewage collection and transportation services to persons and entities within the Service Area, as that term is defined in the Sewage Works Agreement (collectively the "Sewage Users"), and hereby directs all Sewage Users to pay the Sewer Rents to the Assignee or the Assignee's agents. Notwithstanding the foregoing, prior to Assignee's notice to Assignor of Assignor's breach of any covenant or any agreement pursuant to the Sewage Works Agreement, Assignor shall collect and receive all Sewer Rents as trustee for the benefit of the Assignee.

This Assignment of Sewer Rents constitutes an absolute assignment and not an assignment for additional security only. If Assignee gives notice of breach of Assignor, Sewer

Rents received by Assignor shall be held by Assignee only, to be applied by the Assignee for the operation of the Sewage, disposal system, and the Assignee shall be entitled to collect and receive all of the Sewer Rents and all Sewage Users shall pay all Sewer Rents due and unpaid to the Assignee or the Assignee's agents on Assignee's written demand to the Sewage Users.

This remedy shall not cure or waive any default or other breach by the Assignor which exists as of said date, and shall be in addition to any other right or remedy available to Assignee.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Sewer Rents as of the day, month, and year first above written.

**GIBBER HOLDINGS/FRASER RESORT  
SEWAGE WORKS CORP.**

BY: \_\_\_\_\_  
Baruch Rosenfeld, President

BY: \_\_\_\_\_  
Yehuda Fisch, Vice President

STATE OF NEW YORK ]  
]ss.:  
COUNTY OF \_\_\_\_\_ ]

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came **BARUCH ROSENFELD**, to me known, who being by me duly sworn, did depose and say that he is the President of **GIBBER HOLDINGS/FRASER RESORT SEWAGE WORKS CORP.**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed her name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK ]  
]ss.:  
COUNTY OF \_\_\_\_\_ ]

On the \_\_\_\_ day of \_\_\_\_\_ 2025, before me personally came **YEHUDA FISCH**, to me known, who being by me duly sworn, did depose and say that he is the President of **GIBBER HOLDINGS/FRASER RESORT SEWAGE WORKS CORP.**, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed her name thereto by like order.

---

Notary Public

## DEVELOPER'S AGREEMENT – FRASER RESORT PROJECT

THIS DEVELOPER'S AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of August, 2025, between **YJ ESTATES, LLC, a New York limited liability company**, having an address at 9 Butterman Place, Monsey, New York 10952 (the "Company"), and the Town of Thompson, a municipal corporation of the State of New York, Town of Thompson Town Hall, 4052 Route 42, Monticello, New York 12701 (the "Town") (collectively known as the "Parties").

### W I T N E S S E T H

WHEREAS, the Town Planning Board has heretofore adopted a resolution granting a Special Use Permit and Site Plan Approval for the Fraser Resort cluster residential housing project consisting of 59 single family homes located at Town of Thompson Tax Map No. 9.-1-8.2 (the "Project") which is owned by the Company; and

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

WHEREAS, in order to determine the inspection fee amount, the Company shall provide the Town with an Engineer's Estimate for the infrastructure work for the entire project, and after it is approved by the Town, such schedule shall be annexed hereto and made a part hereof; and

WHEREAS, the Company shall establish a performance bond and a restoration bond in the amount and format that is acceptable to the Town Engineer and Town Attorney.

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 hereby agree as follows:

1. In furtherance of the aforementioned, the Town acknowledges receipt of \$242,074.75, from the Company. This sum represents the 4% Site Inspection Fee for the Project, as reviewed and approved by the Town Engineer.

2. The Park and Recreation Fees, has been established by the Planning Board (based upon 59 homes), in the amount of \$1,250.00 for each home, which shall be paid prior to the issuing of any building permits except for site work.

3. The Town acknowledges receipt of \$680,000 from the Company. This sum represents the agreed upon restoration bond amount for the Project; a performance bond, which has been set by the Town Engineer at \$6,051,868.90, shall be issued to the Town prior to the Planning Board chair signing of the site plan.

4. Once the Town receives the Infrastructure Inspection Fee, as well as all other fees to Town consultants being paid, to date, and the restoration bond, the Company may begin construction of only initial infrastructure work prior to signing of the site plan. Once the NYSDOH approves the water system, the water mains installation may begin, and once the NYSDEC approves the sewer main extension, the sewer installation may begin.



5. The Planning Board has issued Final Conditional Approval on the application. Thus, no maps shall be signed and no building permits shall be issued unless and until all fees are paid, all Town Consultant comments have been addressed, the applicant has received all applicable regulatory agency approvals and all additional bonds or securities have been provided to the Town. At such time as all of such bonds or securities have been provided, the restoration bond shall be refunded to the Company.

6. The Town agrees to use the Site Inspection 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 and site inspection consistent with Section 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. In the event the Company decides not to pursue the Project, the parties agree to negotiate in good faith to develop a reasonable estimate of the unused Site Inspection Fees. After a mutually agreeable estimation of the unused Site Inspection 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 Site Inspection Fees to the Company.

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

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

YJ Estates LLC

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

NAME: Yehuda Fisch, Managing Member

TOWN OF THOMPSON

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

TOWN SUPERVISOR

**FRASIER RESORT**

PROJECT NO: 0179-01

MUNICIPALITY: TOWN OF THOMPSON

DATE: 2025/07/02, Revised 2025/08/13

Prepared By:Lucyk

Checked By:Mike

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	% COMPLETE	REVISED TOTAL COST
<b>A</b>	<b>STORMWATER MANAGEMENT</b>						
1	CATCH BASIN	EA	8	\$ 4,900.00	\$39,200.00	0%	\$39,200.00
2	DRAINAGE MANHOLE	EA	5	\$ 5,400.00	\$27,000.00	0%	\$27,000.00
3	12"HDPE	LF	1,125	\$ 65.00	\$73,125.00	0%	\$73,125.00
4	15"HDPE	LF	1,000	\$ 75.00	\$75,000.00	0%	\$75,000.00
5	18"HDPE	LF	200	\$ 92.00	\$18,400.00	0%	\$18,400.00
6	24"HDPE	LF	500	\$ 101.00	\$50,500.00	0%	\$50,500.00
7	48"Aluminum Culvert	LF	1,000	\$ 172.00	\$172,000.00	0%	\$172,000.00
8	18"x24"x1/2" Arch Culvert	LF	263	\$ 110.00	\$28,930.00	0%	\$28,930.00
9	15"x21"x1/2" Arch Culvert	LF	192	\$ 107.00	\$20,544.00	0%	\$20,544.00
10	PLASTIC END SECTION	EA	68	\$ 600.00	\$40,800.00	0%	\$40,800.00
11	SEDIMENT BASIN	EA	9	\$ 6,500.00	\$58,500.00	0%	\$58,500.00
12	BIO-RETENTION	EA	16	\$ 25,000.00	\$400,000.00	0%	\$400,000.00
13	SWALES	LS	8	\$ 15,000.00	\$120,000.00	0%	\$120,000.00
<b>B</b>	<b>EROSION &amp; SEDIMENTATION CONTROL</b>						
1	CONSTRUCTION ENTRANCE	EA	1	\$ 3,500.00	\$3,500.00	0%	\$3,500.00
2	18" SILT FENCE	LF	5,800	\$ 4.00	\$23,200.00	0%	\$23,200.00
3	STONE INLET PROTECTION	EA	8	\$ 200.00	\$1,600.00	0%	\$1,600.00
4	CHECK DAM	EA	96	\$ 150.00	\$14,400.00	0%	\$14,400.00
5	SEEDING (TEMPORARY)	SF	961,000	\$ 0.05	\$48,050.00	0%	\$48,050.00
6	RIP-RAP W/ GEOTEXTILE	TON	3,200	\$ 26.00	\$83,200.00	0%	\$83,200.00
<b>C</b>	<b>EARTHWORK</b>						
1	CLEARING & GRUBBING	AC	22	\$ 13,500.00	\$297,000.00	0%	\$297,000.00
2	EARTHWORK	CY	42,000	\$ 8.00	\$336,000.00	0%	\$336,000.00
<b>D</b>	<b>ROADWAY</b>						
1	SUBBASE (8" THICK) (ROADS, PARKING LOTS)	SY	19,000	\$ 15.00	\$285,000.00	0%	\$285,000.00
2	TOP PAVEMENT COURSE (1.5" THICK)	SY	19,000	\$ 17.00	\$323,000.00	0%	\$323,000.00
3	BINDER COURSE (2.5" THICK)	SY	19,000	\$ 29.00	\$551,000.00	0%	\$551,000.00
4	STRIPING	LS	1	\$ 3,000.00	\$3,000.00	0%	\$3,000.00
5	SIDEWALK	SY	4,000	\$ 60.00	\$240,000.00	0%	\$240,000.00
<b>E</b>	<b>SANITARY SEWER</b>						
1	8" PVC PIPE	LF	5,600	\$ 115.00	\$644,000.00	0%	\$644,000.00
2	4" PVC SERVICE LATERAL	EA	60	\$ 2,600.00	\$156,000.00	0%	\$156,000.00
3	PRECAST MH W/WATERTIGHT FRAME & COVER, 0-6'	EA	25	\$ 6,000.00	\$150,000.00	0%	\$150,000.00

**FRASIER RESORT**

PROJECT NO: 0179-01

MUNICIPALITY: TOWN OF THOMPSON

DATE: 2025/07/02, Revised 2025/08/13

Prepared By:Lucyk

Checked By:Mike

F	WATER						
1	3" WATERLINE	LF	4,900	\$ 75.00	\$367,500.00	0%	\$367,500.00
2	3" GATE VALVE	EA	17	\$ 1,200.00	\$20,400.00	0%	\$20,400.00
3	3/4" WATER SERVICE WITH VALVE	EA	60	\$ 2,250.00	\$135,000.00	0%	\$135,000.00
4	YARD HYDRANT	EA	7	\$ 3,500.00	\$24,500.00	0%	\$24,500.00
5	2" RAW WATERLINE	LF	2,000	\$ 55.00	\$110,000.00	0%	\$110,000.00
G	ADDITIONAL SITE PLAN ITEMS						
1	TOPSOIL, FINAL SEEDING AND LANDSCAPING	LS	1	\$100,000.00	\$100,000.00	0%	\$100,000.00
2	SITE LIGHTING	EA	11	\$5,000.00	\$55,000.00	0%	\$55,000.00
3	DUMPSTER AND TRASH ENCLOSURE	LS	1	\$12,000.00	\$12,000.00	0%	\$12,000.00
4	PERMANENT FENCING AND GATES	LF	3,600	\$30.00	\$108,000.00	0%	\$108,000.00
5	PLAYGROUNDS	LS	3	\$8,000.00	\$24,000.00	0%	\$24,000.00
6	WATER BUILDING	LS	1	\$75,000.00	\$75,000.00	0%	\$75,000.00
7	WATER EQUIPMENT, TANKS, PUMPS, GENERATOR	LS	1	\$150,000.00	\$150,000.00	0%	\$150,000.00
8	SIGNS	EA	64	\$350.00	\$22,400.00	0%	\$22,400.00
9	TREES	EA	23	\$650.00	\$14,950.00	0%	\$14,950.00
<b>Subtotal</b>					<b>\$5,501,699.00</b>		\$5,501,699.00
<b>Contingency (10%)</b>					<b><u>\$550,169.90</u></b>		<b><u>\$550,169.90</u></b>
<b>TOTAL</b>					<b><u>\$6,051,868.90</u></b>		<b><u>\$6,051,868.90</u></b>

Rielly Engineering is not a construction contractor and therefore probable construction cost opinions are made on the basis of our experience and qualifications as an engineer and represent our best judgment as an experienced and qualified design professional generally familiar with the industry. This requires us to make a number of assumptions as to actual conditions which will be encountered on the site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; contractors' techniques in determining prices and market conditions at the time, and other factors over which we have no control. Given these assumptions which must be made, Rielly Engineering states that the above probable construction cost opinion is a fair and reasonable estimate for construction costs but cannot and does not guarantee that actual construction cost will not vary from the Probable Construction Cost Opinion prepared by Rielly Engineering.

Office: 845-796-9700

Mobile: 845-594-2937

63 Liberty Street / PO Box 69

Monticello, NY 12701

August 1, 2025

Revised August 13, 2025

## Fraser Resort – Restoration Bond Estimate

If Final Site Plan Approval is not granted to the project or the project terminates before receiving Final Site Plan Approval, the following site restoration would need to be completed by the owner. The actual scope of the restoration work that is required will be determined by what stage the construction has progressed to. In the event the Owner does not perform the complete site restoration, the Town will utilize the bond amount to perform the necessary work.

The following estimate is based on restoring the site back to natural conditions from the following finished site condition assumptions:

- Site has been cleared and grubbed, topsoil stockpiled.
  - Roads have been built and subbase applied.
  - Critical stormwater conveyance measures and sediment basins have been installed.
  - Erosion control measures have been installed, mainly silt fence and rock construction entrances.
  - If any water or sewer utilities are installed, they will be left in the ground.
- 
1. Remove all stockpiled brush, logs and stumps generated by clearing and grubbing for the roads and stormwater pond.

-2 dump truck w/driver for 10 day; \$160/hr.; \$160/hr. x 160 hr.=	\$25,600.00
-1 bulldozer w/operator for 10 days; \$175/hr.; \$175/hr. x 80 hr. =	\$14,000.00
-1 excavator w/operator for 10 days; \$175/hr.; \$175/hr. x 80 hr. =	\$14,000.00
-2 laborer for 10 days; \$50/hour; \$50/hr.; \$50/hr. x 160 hr.=	\$8,000.00
-1 foreman for 10 days; \$100/hour; \$100/hr.; \$100/hr. x 80 hr.=	<u>\$8,000.00</u>
	\$69,600.00
  
  2. Remove outlet structure from the two large stormwater management basin and dispose of in landfill.

Estimated cost=	\$15,000.00
-----------------	-------------
  
  3. Regrade the stormwater management basins to pre-existing grade using the berm materials

-1 dump truck w/driver for 5 days; \$160/hr.; \$160/hr. x 32 hr.=	\$6,400.00
-1 bulldozer w/operator for 5 days; \$175/hr.; \$175/hr. x 32 hr. =	\$7,000.00
-1 excavator w/operator for 5 days; \$175/hr.; \$175/hr. x 32 hr. =	\$7,000.00
-1 laborer for 5 days; \$50/hour; \$50/hr.; \$50/hr. x 40 hr.=	<u>\$2,000.00</u>
	\$22,400.00
  
  4. Remove and dispose of 8" subbase, all roads and parking lots (19,000 square yards)

-3 dump truck w/driver for 8 days; \$150/hr.; \$150/hr. x 192 hr.=	\$28,800.00
-3 bulldozer w/operator for 10 days; \$175/hr.; \$175/hr. x 240 hr.=	\$42,000.00
-2 excavator w/operator for 8 days; \$175/hr.; \$175/hr. x 128 hr. =	\$22,400.00
-3 laborer for 8 days; \$50/hr.; \$50/hr. x 192 hr. =	\$9,600.00
-1 foreman for 8 days; \$75/hr.; \$75/hr. x 64 hr. =	\$4,800.00
-Material disposal costs =	<u>\$12,400.00</u>
	\$120,000.00



5. Remove and dispose of all erosion control measures for the site upon site stabilization once work is completed. This includes silt fence and two construction entrances, maintenance of measures during all work and weekly inspection fees.

-2 laborer for 7 days; \$50/hr.; \$50/hr. x 56 hr.=	\$2,800.00
-1 small excavator w/operator for 9 days; \$135/hr.; \$135/hr. x 72 hr.=	\$9,720.00
-1 small dump w/driver for 9 days; \$135/hr.; \$135/hr. x 72 hr.=	\$9,720.00
-Inspection and maintenance of measures	<u>\$3,500.00</u>
	\$25,740.00

6. Spread stockpiled topsoil, grass seed and mulch all disturbed areas.

Estimated cost= \$108,900.00

7. Replace trees in disturbed areas (White Pines 4-6' height)

-Plant trees at a rate of 25 per acre in a grid pattern  
+/-22.5 acres x 25 trees x \$450/tree= \$253,125.00

Subtotal \$614,765.00

10% Contingency \$61,476.50

\$676,241.50

**SAY \$680,000.00**

LORNE D. GREEN  
COMMISSIONER / CIO

DANIEL J. SMITH  
DEPUTY CIO

ALISON L. SHABAT  
GIS COORDINATOR  
911 ADDRESSING COORDINATOR



TEL. 845-807-0110  
FAX 845-807-0111

6

**COUNTY OF SULLIVAN**  
**INFORMATION TECHNOLOGY SERVICES SYSTEMS**  
SULLIVAN COUNTY GOVERNMENT CENTER  
100 NORTH STREET  
PO BOX 5012  
MONTICELLO, NY 12701

August 13, 2025

To Whom It May Concern,

This letter will serve as notification that the following road name has been approved for use within the 911 Addressing System for Sullivan County, NY. The approved road name is:

**Koloshitz Way**

This road name has been approved for use in a private community known as **Hamaspik Resort** (Rock Hill), located on property identified for assessment purposes as **Thompson 35.-1-6, 7.1, 7.2 & 7.4**

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

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

Sincerely,

Alison Shabat  
Sullivan County 911 Addressing Center

Cc: Town Clerk


RE: Hamaspiik Resort Road Name Approval 35.-1-6,7.1,7.2,7.4



Shabat, Alison L. <Alison.Shabat@sullivanny.gov>  
To: 'Jill Weyer (Town of Thompson)'; ehorton@thompsonny.gov

Reply Reply All Forward

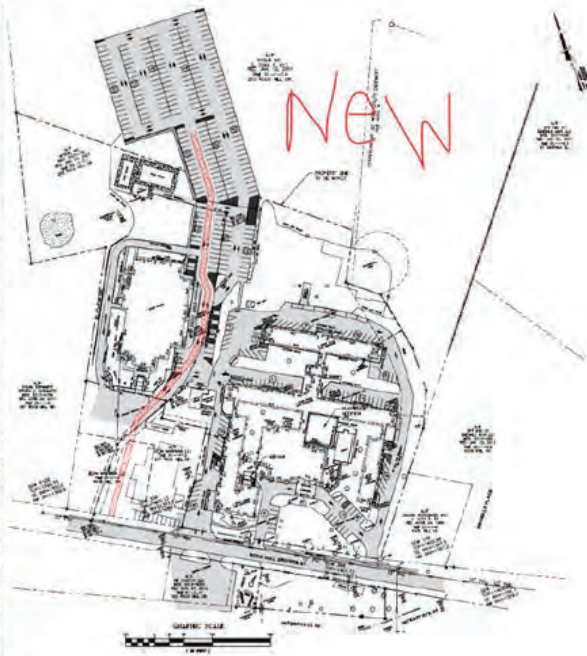
Wed 8/13/2025 3:03 PM

 You forwarded this message on 8/13/2025 3:46 PM.  
If there are problems with how this message is displayed, click here to view it in a web browser.

Hi Jill,

That is surprising !

I am concerned that it may need a new resolution? The developer/contractor has updated the orientation of the new road and now that road enters east of the original map that was approved and now on the adjacent parcels. Please let me know what you think, given the images below



Thank you for your help, Jill!  
I truly appreciate it,

**Alison L. Shabat**

GIS Coordinator  
911 Addressing Coordinator  
Division of Information Technology Services, GIS Program

**County of Sullivan**

100 North Street  
Monticello, NY 12701  
office: 845-807-0110 | fax: 845-807-0111  
[alison.shabat@sullivanny.gov](mailto:alison.shabat@sullivanny.gov) | [www.sullivanny.gov](http://www.sullivanny.gov)



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# Town of Thompson Highway Dept

Hayden Carnell Superintendent of Highways  
33 Jefferson St. Monticello, NY 12701  
Email: [Highwaysuper@thompsonny.gov](mailto:Highwaysuper@thompsonny.gov)  
Phone: (845)794-5560

Todd Mitchell Deputy Superintendent  
Email: [davehiway@gmail.com](mailto:davehiway@gmail.com)  
Fax: (845)794-5722

August 12, 2025

Re: Gas & Fuel Delivery Bid,

I Hayden Carnell, recommend awarding the following bid items to Jus-Sar Fuel, Inc (DBA Black Bear Fuel) in the amount as noted in the bid. The low bidder does not meet the bid specifications requiring a facility within the appropriate distance. The second lowest bidder is recommended.

1. Undyed Ultra Low Sulfur Diesel: \$0.248 per gallon over Newburgh rack, Total Bid \$2.8952.
2. #2 Heating Fuel Oil: \$0.277 per gallon over Newburgh Rack, Total Bid \$2.8997.
3. Kerosene: \$0.75 per gallon over Newburgh rack, Total Bid \$3.768.
4. Unleaded Gasoline: \$0.248 per gallon over Albany rack, Total Bid \$2.3443.

Thanks,

Hayden



## Thompson Comprehensive Plan

### Draft Schedule

August 19	Town Board accepts draft plan and schedules public hearing for 9/16 (Draft plan referred to County Planning for preliminary feedback)
Aug 20 – 22	Public outreach – press release, web site and social media postings
September 16	First Public Hearing (leave open for written comments until 9/30?)
Oct 1 – 13	Compile all comments, discuss with staff and make edits as needed
Oct 14	Transmit Final Plan to Town Board
Oct 21*	Town Board discussion & schedule public hearing for Nov 18 239-m Referral to County Planning
Nov 18	Second Public Hearing (leave open for written comments until Nov 30 or close public hearing and compile final plan for adoption on Dec 2?)
Dec 2 or Dec 16	Town Board conducts SEQOR (neg dec) and adopts final plan

*\* Planner will be on vacation from 10/16 through 10/26 but can join meeting remotely if needed.*

William J. Rieber, Jr.

---

**From:** Kelly Allegra <kelly.allegra@exec.ny.gov>  
**Sent:** Tuesday, August 12, 2025 2:34 PM  
**To:** Kelly Allegra  
**Subject:** Fwd: UNPLUG AND PLAY: GOVERNOR HOCHUL ANNOUNCES \$53 MILLION IN GRANTS AVAILABLE FOR SWIMMING FACILITIES STATEWIDE



For Immediate Release: 8/12/2025

GOVERNOR KATHY HOCHUL

**UNPLUG AND PLAY: GOVERNOR HOCHUL ANNOUNCES \$53 MILLION IN GRANTS  
AVAILABLE FOR SWIMMING FACILITIES STATEWIDE**

***NY SWIMS Round 2 Will Allow Municipalities and Nonprofit Organizations To Expand Safe  
Swimming Opportunities in Communities Across New York***

Governor Kathy Hochul today announced the launch of the second round of the New York Statewide Investment in More Swimming (NY SWIMS) Initiative, making \$53 million in capital grants available to municipalities and nonprofit organizations to expand access to safe swimming facilities across the state. At a time when extreme heat events are becoming more the norm, NY SWIMS provides competitive matching grants for the construction, renovation and improvement of swimming pools and natural swimming areas that will serve communities statewide. To date, NY SWIMS has awarded nearly \$150M in capital grants to 37 projects across the state.

The NY SWIMS Initiative is overseen by the New York State Office of Parks, Recreation and Historic Preservation and administered by the Dormitory Authority of the State of New York. At least \$25 million of the available funding is reserved for projects in underserved communities, ensuring equitable access to safe swimming opportunities across New York.

"The NY SWIMS Initiative represents our commitment to getting people to put down their devices and spend time outdoors by ensuring every community across New York has the infrastructure needed to keep families safe while promoting physical activity and community connections," **Governor Hochul said.** "These investments will create lasting benefits for generations of New Yorkers."

Eligible municipalities and nonprofit organizations can apply for grants ranging from \$250,000 to \$10 million for projects that expand swimming opportunities. Grant recipients must provide a 20-percent match toward total project costs. Eligible projects include the design, construction, renovation, or



improvement of swimming facilities and related infrastructure such as bathhouses, public restrooms and accessibility features.

**DASNY President and CEO Robert J. Rodriguez said**, "DASNY is proud to administer the NY SWIMS Initiative, which addresses critical public safety needs while strengthening communities across New York State. These strategic investments in swimming infrastructure will provide safe recreational opportunities, support public health during extreme heat events, and create gathering spaces that bring neighbors together. We thank Governor Hochul for her leadership in prioritizing both community safety and quality of life through this vital program."

**New York State Parks Commissioner Pro Tempore Randy Simons said**, "This new round of NY SWIMS capital grants represents a major step forward in our commitment to equitable access to swimming options and water safety across New York. By investing in community pools and aquatic infrastructure, we're creating more spaces for recreation and wellness while building stronger, healthier, and more connected communities. Our agency looks forward to working with DASNY on this capital funding and urges municipalities and not-for-profits to apply. The end result will benefit New Yorkers statewide."

The NY SWIMS Round 2 Request for Applications and supporting materials are available on DASNY's website, where applicants can access comprehensive program information, eligibility requirements, and application materials. A webinar for potential applicants will be available September 3, 2025, with applications accepted from September 24 through October 30, 2025.

Grant awards will be announced no earlier than December 15, 2025, following a comprehensive review process that evaluates community need, project planning, impact, and viability. The program prioritizes projects that demonstrate clear public benefit, serve underserved communities, and show strong preparation for implementation.

To qualify for funding, applicants must demonstrate site control, provide detailed project budgets with supporting documentation, and show evidence of committed matching funds. Nonprofit organizations must obtain prequalification status through New York State's Statewide Financial System prior to application submission.

The NY SWIMS Initiative supports projects that create new swimming facilities or significantly improve existing ones, helping communities address both recreational needs and climate resilience. Eligible improvements include swimming pools, natural swimming areas, required safety amenities, and accessibility enhancements that expand community access to these vital facilities.

**State Senator Jose Serrano said**, "The second round of the New York Statewide Investment in More Swimming (NY SWIMS) Initiative is a vital investment for municipalities and nonprofit organizations to expand access to safe swimming facilities across the state. Improved access to local recreational facilities such as swimming pools can provide many physical and mental health benefits for New Yorkers. As Chair of the Senate Committee on Cultural Affairs, Tourism, Parks and Recreation, I firmly believe NY SWIMS will provide needed access to safe swimming for communities that have historically lacked viable swimming pools close to home. Many thanks to Governor Kathy Hochul and my colleagues in government for working to maintain and expand this important initiative."

#### **Governor Hochul's Unplug and Play Initiative**

The Governor's Unplug and Play initiative earmarks \$100 million for the construction and renovation of community centers through the Build Recreational Infrastructure for Communities, Kids and Seniors (NY BRICKS); \$67.5 million for the Places for Learning, Activity and Youth Socialization (NY



PLAYS) initiative helping New York communities construct new playgrounds and renovate existing playgrounds; and an additional \$90 million for the continuation of the Statewide Investment in More Swimming (NY SWIMS) initiative including \$50 million for a competitive grant program supporting municipalities in the renovation and construction of swimming facilities and \$40 million for other swimming-based investments.

Additionally, "Get Offline, Get Outside" is an initiative launched by Governor Hochul to promote physical and mental health by encouraging kids and families to put down their screens, take a break from social media, enjoy recreation and the outdoors, and put their mental and physical health first.

The New York State Office of Parks, Recreation and Historic Preservation oversees more than 250 parks, historic sites, recreational trails, golf courses, boat launches and more, and welcomes over 88 million visitors annually. For more information on any of these recreation areas, visit [parks.ny.gov](https://parks.ny.gov), download the free [NY State Parks Explorer app](#) or call 518.474.0456. Connect with us on [Facebook](#), [Instagram](#), [X](#), [LinkedIn](#), the [OPRHP Blog](#) or via the [OPRHP Newsroom](#).

### **About DASNY**

Founded in 1944, DASNY is New York State's capital project development authority. It finances and constructs sustainable and resilient science, health and education institutions that help New York thrive. It is one of the largest issuers of tax-exempt bonds in the nation with an outstanding bond portfolio of approximately \$60.1 billion as of March 31, 2025. DASNY is also a prolific public builder with a construction pipeline of approximately 1,000 projects valued at more than \$13 billion as of March 31, 2025. To learn more about DASNY, visit [www.dasny.org](https://www.dasny.org).

###

Additional news available at [www.governor.ny.gov](https://www.governor.ny.gov)  
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**Kelly Allegra**

Upper Hudson Valley Regional Representative

New York State Executive Chamber

33 Airport Center Drive, New Windsor, NY, 12553

Cell: 518-728-3560 / [Kelly.Allegra@exec.ny.gov](mailto:Kelly.Allegra@exec.ny.gov)

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**Town Supervisor**  
William J. Rieber, Jr.

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

11-1

August 13, 2025

**Bills over \$5,000.00**

We are requesting permission to pay MHE Engineering for engineering services for Design & Bidding of the Sackett Lake Sewer District I&I Improvement Project

MHE

Invoice #23583

\$10,000.00

**APPROVED BY TOWN BOARD** \_\_\_\_\_

*This institution is an equal opportunity provider and employer.*

**APPROVED**

By Michael Messenger at 9:33 am, Aug 13, 2025

33 Airport Center Drive, Suite 202  
New Windsor, NY 12553Town of Thompson  
4052 ROUTE 42  
THOMPSON, NY 12701-3221Invoice number 23583  
Date 07/31/2025Project **24-716 Thompson- Sackett Lake Sewer  
District I&I Improvements (C3-5378-08-  
00)**

For Professional Services Through June, 30, 2025

Description	Contract Amount	Prior Billed	Current Billed
Design & Bidding	168,713.00	19,500.00	10,000.00
Total	168,713.00	19,500.00	10,000.00

Invoice total **10,000.00****Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23186	06/27/2025	10,000.00		10,000.00			
23583	07/31/2025	10,000.00	10,000.00				
Total		20,000.00	10,000.00	10,000.00	0.00	0.00	0.00

*Payment is expected within 30 days of the date of the invoice.**Past due accounts will be subject to a 1.50% finance charge per month.**Please remit payment to:*  
MHE Engineering, DPC  
33 Airport Center Drive Suite 202  
New Windsor, NY 12553



Town Supervisor  
William J. Rieber, Jr.

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

11-2

August 13, 2025

**Bills over \$5,000.00**

We are requesting permission to pay MHE Engineering for engineering services for the design of the Harris Sewer District Replacement Project – Harris & Old 17 Pump Stations and Benmoche & Racetrack Pump Stations

MHE	Invoice #23579	\$15,000.00
MHE	Invoice #23580	\$10,000.00

**APPROVED BY TOWN BOARD** \_\_\_\_\_

*This institution is an equal opportunity provider and employer.*

**APPROVED**

By Michael Messenger at 9:33 am, Aug 13, 2025



33 Airport Center Drive, Suite 202  
New Windsor, NY 12553

Town of Thompson  
4052 ROUTE 42  
THOMPSON, NY 12701-3221

Invoice number 23579  
Date 07/31/2025

Project **20-703 Harris SD PS Replacement**  
**Project- Pump Stations Harris & Old 17**

For Professional Services Through June 30, 2025

Description	Contract Amount	Prior Billed	Current Billed
Preliminary Design	119,000.00	124,150.00	0.00
Final Design	204,000.00	175,500.00	15,000.00
Bidding Phase	17,000.00	0.00	0.00
Construction Services	160,000.00	0.00	0.00
Total	500,000.00	299,650.00	15,000.00

Invoice total **15,000.00**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23579	07/31/2025	15,000.00	15,000.00				
	Total	15,000.00	15,000.00	0.00	0.00	0.00	0.00

Payment is expected within 30 days of the date of the invoice.

Past due accounts will be subject to a 1.50% finance charge per month.

Please remit payment to:  
MHE Engineering, DPC  
33 Airport Center Drive Suite 202  
New Windsor, NY 12553



**APPROVED**

By Michael Messenger at 9:33 am, Aug 13, 2025

33 Airport Center Drive, Suite 202  
New Windsor, NY 12553Town of Thompson  
4052 ROUTE 42  
THOMPSON,, NY 12701-3221Invoice number 23580  
Date 07/31/2025Project **20-703.10 Harris SD PS Replacement-  
Pump Stations Ben Moche & Racetrack**

For Professional Services Through June, 30, 2025

Description	Contract Amount	Prior Billed	Current Billed
Preliminary Design	119,000.00	21,900.00	10,000.00
Final Design	204,000.00	0.00	0.00
Bidding Phase	17,000.00	0.00	0.00
Construction Services	160,000.00	0.00	0.00
Total	500,000.00	21,900.00	10,000.00

Invoice total **10,000.00****Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23580	07/31/2025	10,000.00	10,000.00				
	Total	10,000.00	10,000.00	0.00	0.00	0.00	0.00

*Payment is expected within 30 days of the date of the invoice.**Past due accounts will be subject to a 1.50% finance charge per month.**Please remit payment to:*  
MHE Engineering, DPC  
33 Airport Center Drive Suite 202  
New Windsor, NY 12553



**Town Supervisor**  
William J. Rieber, Jr.

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

**11-3**

August 13, 2025

**Bills over \$5,000.00**

We are requesting permission to pay MHE Engineering for engineering services for Design & Bidding of the Emerald Green Pump Station 1, 2 & 3 Improvement Project

MHE

Invoice #23582

\$10,000.00

**APPROVED BY TOWN BOARD** \_\_\_\_\_

*This institution is an equal opportunity provider and employer.*

**APPROVED**

By Michael Messenger at 9:33 am, Aug 13, 2025



33 Airport Center Drive, Suite 202  
New Windsor, NY 12553

Town of Thompson  
4052 ROUTE 42  
THOMPSON, NY 12701-3221

Invoice number 23582  
Date 07/31/2025

Project **24-715 Thompson- Emerald Green  
Sewer District PS Improvements (C3-  
5378-05-00)**

For Professional Services Through June, 30, 2025

Description	Contract Amount	Prior Billed	Current Billed
Design & Bidding	262,450.00	19,500.00	10,000.00
Total	262,450.00	19,500.00	10,000.00

Invoice total **10,000.00**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23185	06/27/2025	5,000.00		5,000.00			
23582	07/31/2025	10,000.00	10,000.00				
Total		15,000.00	10,000.00	5,000.00	0.00	0.00	0.00

Payment is expected within 30 days of the date of the invoice.

Past due accounts will be subject to a 1.50% finance charge per month.

Please remit payment to:  
MHE Engineering, DPC  
33 Airport Center Drive Suite 202  
New Windsor, NY 12553

# Town of Thompson Highway Dept

Hayden Carnell Superintendent of Highways  
33 Jefferson St. Monticello, NY 12701  
Email: [Highwaysuper@thompsonny.gov](mailto:Highwaysuper@thompsonny.gov)  
Phone: (845)794-5560

Todd Mitchell Deputy Superintendent  
Email: [davehiway@gmail.com](mailto:davehiway@gmail.com)  
Fax: (845)794-5722

August 13, 2025

Bills Over,

Invoice #64273 Winter Equipment Company  
\$13,595.03 for snow plow edges. Purchased before annual price increase.

Invoice #048482 Robert Green  
\$60,474 for new Chevy Express Van with utility body.

Thanks,

Hayden