

**AGENDA
EMERALD CORPORATE CENTER
ECONOMIC DEVELOPMENT CORPORATION
BOARD MEETING**

February 14, 2019 – 8:00 A.M.

Sullivan County Government Center – Division of Planning Conference Room

I. Call to Order

II. Approval of Minutes

III. Financials

- Payments for Approval
 - Bills Paid
 - Dennis Dietrich (January 2019) \$ 2,246.66
 - Verizon (December 2018) \$ 50.19
 - NYSEG (December 2018) \$ 504.69
 - Bills to be Paid
 - Dennis Dietrich (February 2019) \$ 2,366.66
 - NYSEG (March 2019) \$ 435.05
 - NYS Dept. of Health \$ 100.00

IV. Committee Meetings

- Audit- must meet 2 times per year
 - Proposed Meeting: March 28, April 9, or April 25 at 8 AM
 - Luis, Gerald, Jay
- Governance- must meet 2 times per year
 - Proposed Meeting: March 28, April 9, or April 25 at 8 AM
 - Freda, Gerald, Jay

V. Corporate Park Property

- Keystone Update- Renderings
- Architectural Review Committee
- Parcel Marketing Procurement- Dali Levin

VI. Water Company

- Town of Thompson Draft Water Agreement Revisions

VII. Apollo

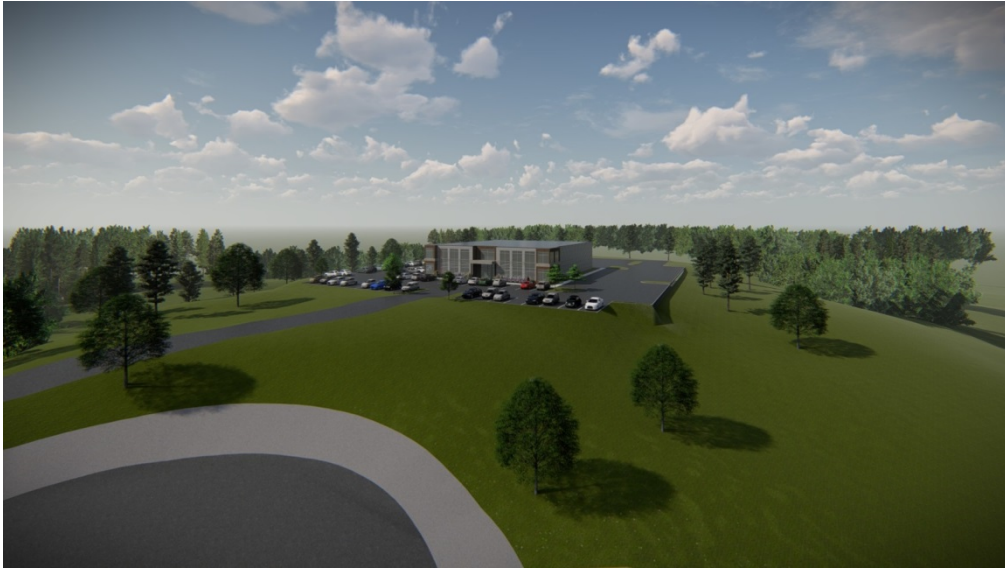
VIII. New Business

- New meeting dates: Second Tuesday of every other month, 8 AM.

IX. Adjournment

The next meeting will be May 14, 2019 at 8 AM in the Planning Office.

Keystone Renderings of Top Site

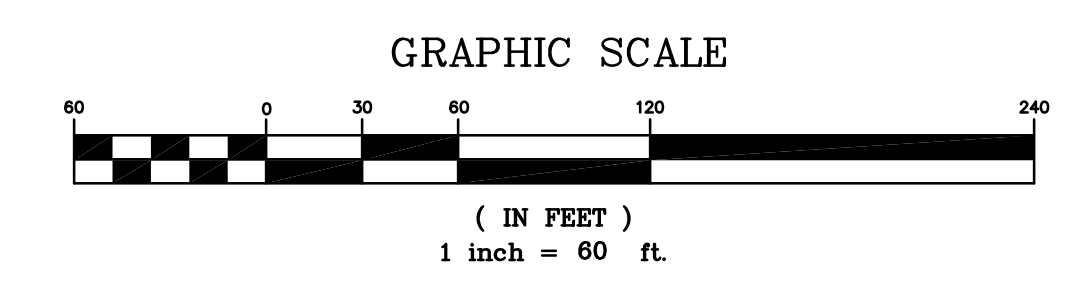




ZONING NOTES

ZONING DISTRICT: PLANNED BUSINESS PARK (PBP)

	REQUIRED	ACTUAL LOT NO. 1	ACTUAL LOT NO. 2
MINIMUM LOT SIZE:	1 ACRE	8.937± AC	12.738± AC
MINIMUM GREEN SPACE:	30%	76%	64%
MINIMUM YARD DIMENSIONS:			
FRONT	40 LF	66.7 LF	198.2 LF
REAR	50 LF	93.9 LF	187.0 LF
SIDE	25 LF	52.2 LF	137.1 LF
MAXIMUM BUILDING HEIGHT:	50 FT	±30 FT	±30 FT
OFF STREET PARKING:			
1/200SF GFA: OFFICE			
LOT NO. 1: (26,450SF)	133	135	
LOT NO. 2: (41,250SF)	207		207



NOT FOR CONSTRUCTION

KEYSTONE ASSOCIATES
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EMERALD CORPORATE CENTER
TOWN OF THOMPSON
SULLIVAN COUNTY, NY

LAYOUT PLAN - OPTION 2

WARNING: This is a preliminary plan. It is not to be used for construction without the approval of the local planning board. The information herein is for informational purposes only and does not constitute a contract. The user of this plan assumes all responsibility for its use.

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Keystone Associates
Architects, Engineers
and Surveyors, LLC

SHEET NO.
C100

PROJECT NO.
2581.21218

DATE: 11/13/18

SAD FILE NO. 2581.21218

DRAFT

AGREEMENT

THIS AGREEMENT, dated as of February ___, 2019, by and between **EMERALD CORPORATE CENTER ECONOMIC DEVELOPMENT CORPORATION**, a corporation duly organized and existing pursuant to the Not-for-Profit Corporation Laws of the State of New York, having its principal place of business located at 100 North Street, Monticello, New York 12701 (“ECCEDC”), and **TOWN OF THOMPSON**, a municipal corporation located within the County of Sullivan, State of New York, with offices at 4052 Route 42, Monticello, New York 12701 (“Town”).

RECITALS

WHEREAS, the ECCEDC is the owner and operator of the Emerald Springs Water Company (“ESWC”), a water works corporation duly formed and existing in accordance with §40 of the New York State Transportation Corporation Law, which was formed for the primary purpose of supplying water to the tenants of Emerald Corporate Center; and

WHEREAS, ECCEDC was formed for the purpose of developing certain real property in the Town of Thompson, Sullivan County, into what is now referred to as Emerald Corporate Center; and

WHEREAS, the ESWC operates and supplies water to all occupants of the Emerald Corporate Center pursuant to a water system lease between ECCEDC and ESWC, the terms of which are attached to this Agreement as Exhibit “A” and made a part herein as if recited in its entirety; and

WHEREAS, the ESWC currently has a water supply agreement with the sole tenant of the Emerald Corporate Center, namely CRH Realty I, LLC, a limited liability company duly formed and existing in accordance with the laws of the State of New York, having an office for the transaction of business located at 155 Crystal Run Road, Middletown, New York 10941 (“Crystal Run”), a copy

of said agreement is attached hereto as Exhibit “B” and made a part herein as if recited in its entirety;
and

WHEREAS, the ESWC currently has a water supply agreement with Lodge Sprinkler Corp., a corporation duly formed and existing in accordance with the laws of the State of New York, having an office for the transaction of business located at 235 Rock Hill Drive, Rock Hill, New York 12775 (“Lodge Sprinkler”), a copy of said agreement is attached hereto as Exhibit “C” and made a part herein as if recited in its entirety; and

WHEREAS, the Town of Thompson currently operates several water supply districts throughout the Town of Thompson and has a full-time water superintendent and certified water operators experienced in the operation of water supply systems; and

WHEREAS, it is the desire of the ECCEDC and ESWC to dedicate and transfer ownership of the Emerald Springs Water Company along with all rights, title, and ownership of all installed on-site pump stations; on-site system of pipes; on-site water source and any other infrastructure currently used to supply water to all tenants of the ECCEDC pursuant to any water supply agreement or filed Declarations, Covenants and Restrictions that run with the land, to the Town of Thompson pursuant to the terms as outlined in this Agreement for the further use and operation of providing water services to all tenants of the Emerald Corporate Center.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed as follows:

1. That ECCEDC shall give up, transfer, and dedicate all rights and ownership of the Emerald Springs Water Company to the Town of Thompson at no cost to the Town of Thompson.
2. That ECCEDC shall authorize, dedicate and provide access to the Town of Thompson to all real property and infrastructure contained thereon, and easements, including but not limited to on-site pump stations, systems of water pipes, wells, on-

site water sources that currently exist for the supply of water services to tenants of the Emerald Corporate Center, to the Town of Thompson; all costs of said transfer to be borne by the ECCEDC.

3. The Town of Thompson shall accept all the aforesaid property, infrastructure, and easements of the current water supply system and shall agree to operate the water system subject to the current terms and conditions as contained in the water supply agreement with CRH Realty I, LLC and Lodge Sprinkler Corp., as well as pursuant to any terms and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for the Emerald Corporate Center as contained in Liber 2596 page 465 filed in the Sullivan County Clerk's Office; the First Amendment of same filed in Liber 2678 page 614, and the Second Amendment as contained in Liber 2847 page 609. Said Declaration of Covenants and all Amendments are attached to this Agreement as Exhibit "D" and made a part herein as if recited at length.
4. That the water system lease between ECCEDC and ESWC shall be assigned and transferred to the Town of Thompson with all rights, duties, and obligations that go along with said lease.
5. That ECCEDC shall subsidize the Town of Thompson for operating the water company at the annual rate of Twenty Thousand and 00/100 (\$20,000.00) Dollars for seven (7) years, commencing from the date of this Agreement. The first of said payments shall be made upon execution of this Agreement and payments shall thereafter be paid annually on the anniversary date of the execution of this Agreement for six (6) consecutive years.
6. That the Town of Thompson shall pursue the creation of a Town water district that shall encompass, at a minimum, the entire Corporate Center entitled "Emerald Springs Water District".
7. The ECCEDC shall support the creation of the Emerald Springs Water District and shall cooperate in any manner necessary to promote and complete the creation of said water district.
8. All costs necessary to create the Emerald Springs Water District shall be provided by the ECCEDC.
9. The parties agree that upon creation of said water district any undeveloped properties within the Emerald Corporate Center will not be assessed operation and maintenance charges.
10. The parties agree that upon final creation of the Emerald Springs Water District all infrastructure, including service wells, pipes, and pump stations shall be dedicated to the Town of Thompson and ownership of same transferred to the Town of Thompson. The ECCEDC shall provide any and all deeds for any portion of property

said infrastructure is on as well as easements for egress and ingress to access all water pipes and water supply lines for service. All costs for the transfer and preparation of easements to service same shall be at the cost of the ECCEDC.

11. The ESWC shall assign its rights and obligations pursuant to an agreement between ESWC and Dennis Dietrich to operate the water supply company and upon execution of this Agreement provide Notice of Termination to the contractor pursuant to terms of said agreement. The Town shall work with the contractor to take orderly control of the water system during the 30 day Notice of Termination.
12. The obligations of subsidy payments by the ECCEDC shall not terminate upon creation of a Town water district. It is the agreement of the parties that said payments as contained in Paragraphs 5 and 6 shall continue for all maximum periods of time and pursuant to all terms and conditions as outlined in this Agreement.
13. Neither this Agreement nor any right under this Agreement, nor interest in this Agreement, may be assigned by any of the parties without prior written approval of both the Town and ECCEDC.
14. This Agreement may be terminated by either party upon six (6) months written notice. The parties agree that should a municipal water district be created, neither party may terminate this Agreement. The only surviving obligations of this Agreement shall be the subsidy payments pursuant to the terms of this Agreement which shall continue upon creation of a municipal water district.
15. The Town shall continue to bill all users of the water supply service pursuant to the terms of any water supply agreements and shall have any remedies of enforcement as contained in Article VII of the Declaration of Covenants, Conditions and Restrictions for the Emerald Corporate Center while operating the ESWC. Upon creation of a municipal water district, user billing procedures shall change pursuant to Town law.
16. **Notices.** All notices, consents, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party hereto if mailed, postage pre-paid, to the parties at the addresses set forth in this Agreement, or at such other address as any party may have designated in writing to any other party hereto.
17. **Severability.** Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
18. **Governing Law - Venue.** All terms of this Agreement shall be governed by the laws of the State of New York. The venue of any action at law or in equity commenced by either party arising out of this Agreement shall be in Sullivan County, New York.

