



242 West 27th Street
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bzelnik@att.net

Mar. 31, 2014

Mr. Eric Atkins
Nevele Investors LLC
2 Elting Court, 5th floor
Ellenville, NY 12428

Re: Proposal for Architectural Services
Nevele Ski Chalet @ Nevele Resort Casino

Dear Mr. Atkins,

BZA is pleased to submit the following proposal for professional services for the renovation/redesign to the existing Ski Chalet and Skating Facility at the Nevele Resort Casino, Ellenville, NY. The proposal involves the preliminary design of the Ski Chalet to create a concept for the sole purpose of submitting to the NYS Gaming Commission dealing and creating letter size images to place within the Nevele Casino Spa binder.

The project involves the redesign of the ski/skating facility which would resurrect it from its present condition of disrepair into a contemporary vibrant facility creating a new aesthetic image for the New Nevele Resort and Casino. Programmatically, a new restaurant/ café with bar service potentially on both levels and the ability of the skating rink to be used for multi functions during all seasons. The ski chalet will blend its Swiss modern design roots of the past with unique organic structure with today's modern sleek materials and technologies to create a dynamic and unique experience within the Casino grounds. Recapturing the original use of the natural light where needed and provide the picture-perfect views to the slopes and beyond.

The preliminary scopes of services in **Phase 1** to be provided are as follows:

A. Programming and Schematic Design: *The initial underlying design phase in which an Architect and Client establish design goals, develop a scheme, select a design vocabulary, and evaluate concept alternatives.*

1. Meet with you to determine all requirements that will affect the space planning and the aesthetics of your project.
2. Measure and draw the existing conditions as/if needed. Complete Documentation of the facility.
3. Inventory any items or elements that might remain.
4. Determine project objectives as well as budget considerations.
5. Prepare preliminary schematic floor plans.
6. Review schematic layouts, selections, interior elevations, lighting plans, and sketches with the Client.
7. Review codes and local zoning laws and discuss as/if they apply. ADA accessibility issues.

B. Preliminary Design Development: *During this phase the Architect completes the design work of all aspects of the building, leaving only the step of formal documentation, which is the development of CD's.*

1. Show plans and interior elevations showing locations of walls, furniture, doors and plumbing.
2. Show selections of all materials, finishes, and treatment for walls, flooring, ceilings, furniture and finishes.
3. Provide primary elevations of all walls as needed in key interior locations- restaurant/cafe.

C. Documentation and Presentation: *During this phase the Architect will have completed the design development work of all aspects of the building, leaving only the step of formal documentation, which will be with the aid of Computer generated images.*

1. Work with a team of qualified computer renderer(s) to generate the new design and facility for presentation to Gaming Commission.
2. The number of images to be determined by the Client, a suggestion of 3-5 images with a max of 5 would probably represent the design intent of the total project.
3. A approximate budget of \$5250 would estimated for the rendering services. The scope of rendering services would include one exterior rendering and a minimum of two interior rendering of key spaces.

Terms of Compensation

After review of the project parameters and estimating the amount of time required to obtain all the necessary approvals for commencement of work and complete all the phases listed in A-B; my professional fee would be a lump sum of **\$11,500**. Item C would be an approximate fee **\$5250** added to the lump sum for a total of **\$16,750**.

Fee Schedule

Incremental payments to BZA shall be made in conformance with the following Schedule:

A. Retainer upon signing of this Agreement:	\$3500
B. Upon completion of Programming & Schematic Design Phase	\$4625
C. Upon completion of DD Phase	\$4625
D. Upon completion of Submitted Computer renderings	\$4000

Reimbursable Expenses

BZA shall be reimbursed for the following expenses:

1. Reproduction of plans, specifications, and color renderings.
2. Traveling expenses and hotel accommodations when authorized by the Owner.
3. Computer Renderings, architectural models and computer animations when authorized by the Owner.
4. Filing and Application Fees.
5. Postages, shipping and messenger services.
6. Long Distance phone calls

Other Conditions and Services

1. BZA shall if required, together with the Owner, select various engineering consultants, as may be required for the design of various aspects of the project: Mechanical, Electrical, Plumbing, Sprinklers, and Fire Alarm. The Owner, however, shall be responsible for the

payment of the professional fees of said consultants and shall make such payments directly to them. BZA shall receive a fee of 15% of the engineering fees to reflect the cost of consulting with and coordinating the activities of said consultants. **Not Included at this time.**

2. Payment to BZA for "Additional" services, unless otherwise specified, shall be on an hourly basis. The hourly rates for the various individuals involved shall be as follows:

Principals/Architects.....	\$150.00
Project Manager.....	\$100.00
Cad Operator.....	\$65.00
Secretarial.....	\$30.00

Providing other services not otherwise included in this agreement or not customarily furnished in accordance with generally accepted Architectural practice.

We would require a retainer of \$3500.00 to commence professional services.

I look forward to working with you on this amazing project; I have already given serious thought about this project, which I believe can be a very exiting one. BZA is ready to start immediately due to the very short timeframe. Work to be completed prior to the submission for the gaming commission.

Please call me at my office with any questions or issues with this proposal.

Thank you for the opportunity,

Bryan Zelnik, RA/AIA


Accepted by ~~XXXXXXXX~~ Date
Michael R Treanor
April 3, 2014


Bryan Zelnik RA/AIA Date
Architect of Record
April 5, 2014



242 West 27th Street
Suite B-1
New York, N.Y. 10001

T 212 924 7930
F 212 675 5836

bzelnik@att.net

Mar. 24, 2014

Ms. Abby Osgood
Nevele Investors LLC
2 Elting Court, 5th floor
Ellenville, NY 12428

Re: Proposal for Architectural Services
Proposed Off Site Parking Facility serving the Nevele Resort Casino

Dear Ms. Osgood,

Bryan Zelnik Architect (BZA) pleased to submit the following proposal for professional Architectural services to serve as a coordinator/owner's representative for the proposed **Off Site Parking Facility** for the Nevele Resort Casino. This proposed parking facility shall accommodate approximately 1000 vehicles plus on site loading and discharging of shuttle busses and vans from the 30 Acre site off River Street, Town of Wawarsing for the Nevele Resort Casino, Ellenville, NY.

BZA would develop the overall design criteria, direction and some quick concept sketches. BZA would also develop the RFP (Request for Proposals) and submit it to at least two selected civil engineers including Medenbach and Eggers, PC and Eustance and Horowitz, PC. BZA would meet and coordinate with both engineers and present to them an overall written program with concept sketches. BZA would then review and analyze their proposals and present same to Nevele Investors LLC. With the Nevele Investors, BZA will select an engineer to move forward towards making a preliminary proposal with the Town of Wawarsing Planning Board. BZA will attempt to insure that cost saving measures, green materials and methods are utilized, where applicable. In addition, special emphasis will be made to present an overall design concept for this parking facility that is both efficient and cost effective. Special emphasis will be placed on landscaping and plantings that will visually screen the parking from its neighbors and Rt. 209.

The preliminary scopes of services in **Phase 1** to be provided are as follows:

A. Programming and Schematic Design: *The initial underlying design phase in which an Architect and Client establish design goals, develop a scheme, select a design vocabulary, and evaluate concept alternatives.*

1. Meet with representative of Nevele Investors LLC to determine all requirements that will affect the space planning of the parking area and the aesthetics (as needed) for this project.
2. Review the existing conditions (existing drawings) as/if needed and obtain CAD drawings of same for conceptualization.
3. Determine project objectives, design, program suggestions, as well as budget considerations.

4. Prepare preliminary schematic concept sketch.
5. Review schematic layouts and sketches with the Client.
6. Review codes and local zoning laws and discuss as/if they apply.
7. Prepare RFP (Request for Proposal) for two engineers, meet with them as necessary, and analyze their final written proposal for engineering services.
8. Work with the selected engineer to develop a concept site plan appropriate for obtaining preliminary approval for the proposed parking area. (Detailed engineering design would be at a subsequent phase.)
9. Submit preliminary site plan to Planning Board for initial comments.
10. Resubmit as needed to gain preliminary approval.

Terms of Compensation

After review of the project parameters and estimating the amount of time required to obtain all the necessary approvals for commencement of work and complete all the phases listed in A-B; BZA's professional fee for the aforementioned would be based on an hourly rate with an upset fee of \$3,750.

Fee Schedule

Incremental payments to BZA shall be made in conformance with the following Schedule:

- | | |
|--|--------|
| A. Retainer upon signing of this Agreement: | \$1500 |
| B. Upon completion of Programming & Schematic Design Phase | \$ TBD |

Reimbursable Expenses

BZA shall be reimbursed for the following expenses:

1. Reproduction of plans and specifications.
2. Traveling expenses and hotel accommodations when authorized by the Owner.
3. Computer Renderings, architectural models and computer animations when authorized by the Owner.
4. Filing and Application Fees.
5. Postages, shipping and messenger services.
6. Long Distance phone calls

Other Conditions and Services

1. BZA shall, together with Nevele Investors LLC, select various engineering consultants, as may be required for the design of various aspects of the project: Nevele Investors LLC, however, shall be responsible for the payment of the professional fees of said consultants and shall make such payments directly to them.
2. Payment to BZA for "Additional" services, unless otherwise specified, shall be on an hourly basis. The hourly rates for the various individuals involved shall be as follows:

Principals/Architects.....	\$150.00
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Project Manager..... \$100.00
Cad Operator..... \$65.00
Secretarial..... \$30.00

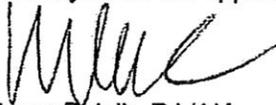
Providing other services not otherwise included in this agreement or not customarily furnished in accordance with generally accepted Architectural practice.

We would require a retainer of \$1500.00 to commence professional services.

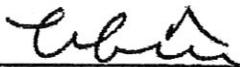
I look forward to working with you on this project, I have already given serious thought about this project. BZA is ready to start immediately due to the short timeframe. Work to be completed prior to the submission for the gaming commission.

Please call me at my office with any questions or issues with this proposal.

Thank you for the opportunity,



Bryan Zelnik, RA/AIA



Accepted by ~~Abby Orland~~ Date 3/24/14
Michael R Treanor



Bryan Zelnik RA/AIA Date
Architect of Record

AGREEMENT

This services agreement ("Agreement") is made this 1st day of October 2012 by and between the Nevele Investors, LLC with a mailing address of PO Box 388, Ellenville, NY 12428 (hereinafter "Client"), and Camoin Associates, Inc. (dba Camoin Associates) with a mailing address of 120 West Avenue, Suite #303, Saratoga Springs, New York 12866 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Client has solicited the services of an economic development consultant; and

WHEREAS, the Consultant has offered to provide such assistance to the Client as requested,

NOW, THEREFORE, the parties hereby agree as follows:

SCOPE OF SERVICES

1. The Consultant will provide the services listed in Attachment A ("Scope of Services"), incorporated herein by reference. The Client agrees to cooperate and provide assistance to the Consultant as described in Attachment A.

REMUNERATION

2. As compensation for the performance of the services described in Attachment A, Client will pay Consultant in the amount and manner set forth in Attachment B ("Compensation and Payment"), incorporated herein by reference.
3. The Consultant shall submit invoices to the Client on a monthly basis. The invoices will include a reasonable description of the services provided and the value ascribed to each.
4. Notwithstanding any other provision of this Agreement, the Consultant shall not perform services outside the scope set forth in Attachment A, unless such services have been authorized by written amendment to this Agreement signed by both parties setting forth the services to be rendered and the associated fee.
5. Payment is due on all invoices within 30 days of the date of the invoice. Interest will accrue on all overdue invoices at a rate of 18% per annum commencing on the date payment becomes due. Should it be necessary for the Consultant to collect on any overdue invoices, the Client will be responsible for all costs of collection including reasonable attorney's fees.
6. In the event Consultant is required to pursue payment of unpaid past due invoices, Client agrees to pay for Consultant's travel costs to and from events related to the collection of the unpaid invoices at the current mileage rate stipulated by the Internal Revenue Service. In addition, Client agrees to pay Consultant for Consultant's time spent attending litigation related meetings and hearings to pursue the collection of Client's unpaid past due invoices at the hourly labor rates set forth in Attachment B.

MISCELLANEOUS

7. The Consultant agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of the Client or its agents, and that neither the Consultant, nor any of its officers or employees will by reason therefore, make any claim,



demand, or application to or for any right or privilege applicable to an officer or employee of the Client.

8. The sole liability of either party to the other hereunder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Consultant with respect to the services included in the Agreement as Attachment A. Except for the specific remedies expressly identified as such in this Agreement, Client's exclusive remedy for any claim arising out of this Agreement or any applicable work order will be for the Consultant, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, to return the fees paid to Consultant for the services related to the breach.
9. In no event will either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within two (2) years after the cause of action arose. The parties agree that performance of all indemnification obligations included in this Agreement shall be considered direct damages regardless of the type of underlying claim or damages for which indemnification is being provided.
10. The allocations of liability under paragraphs 8 and 9 are the agreed and bargained-for understanding of the parties, and Client's compensation for the services included in this Agreement as Attachment A reflects these allocations.
11. The Consultant acknowledges and agrees that neither Consultant nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by the Client, and that the Consultant shall be solely responsible for maintaining such coverage to the extent required by law.
12. This Agreement may not be amended or otherwise modified except upon the written agreement of the parties.
13. No remedies or rights conferred upon Consultant by this Agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
14. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this contract shall be construed in all respects as if any invalid or unenforceable provision were omitted.
15. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.
16. This Agreement shall be interpreted, governed and construed under the laws of the State of New York as if it were executed and performed wholly within the State of New York, without giving effect to any provision thereof that permits or requires the application of the laws of any other jurisdiction. Any litigation based hereon or arising out of or in connection with this Agreement shall be brought and maintained exclusively in the courts of the State of New York with a venue in Saratoga County, New York and the Parties hereby irrevocably waive all jurisdictional defenses and irrevocably agree to submit to



the jurisdiction of such courts for the purpose of any such litigation and irrevocably agree to be bound by any judgment rendered thereby in connection with such litigation.

17. This Agreement may be signed in counterparts and/or delivered via facsimile or in PDF format via e-mail, each of which shall be deemed original and binding signatures and all of which shall constitute one and the same Agreement.

18. Each of the persons signing below warrants and represents that they are duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

TERM OF AGREEMENT

19. This Agreement shall become effective as of as of the date first set forth above.

20. This Agreement may be terminated by either party at any time without cause to be effected by prior written notification to the non-terminating party at the address set forth above.

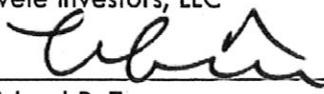
21. Upon termination, the Client shall reimburse the Consultant for all unpaid time and expenses as prescribed in the REMUNERATION section of this Agreement.

GUARANTY

22. To induce the Consultant to enter into this agreement, Michael R. Treanor ("Guarantor"), who is a principal of the Client, guarantees to the Consultant the full payment (and not merely the collectability) to the Consultant of all monies due under this agreement. The agreements of Guarantor set forth in this guaranty constitute, and shall at all times continue to constitute, an absolute, direct, present, primary, continuing, irrevocable, unlimited and unconditional guaranty of payment (and not merely of collection) in all respects and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever that might otherwise constitute a defense to this guaranty and the obligations of Guarantor hereunder or the obligations of any other person or party relating to this guaranty or the obligations of Guarantor hereunder or otherwise. In addition, the agreements of Guarantor hereunder are not conditioned or contingent upon any attempt to seek payment or performance from Client, any other person or entity or upon any other condition or contingency.

AGREED TO:

For Nevele Investors, LLC

By: 
Michael R. Treanor
CEO

For Camoin Associates, Inc.

By: 
R. Michael N'dolo
Vice President

And as to the guaranty set forth at paragraph 22 of this Agreement


Michael R. Treanor, Individually

ATTACHMENT A

Scope of Services

PROJECT UNDERSTANDING

Nevele Investors, LLC (the "Owner") is proposing the Project at the 564-acre Nevele Resort Property (the "Site") in the Town of Wawarsing (the "Town"). The Owner is acting in anticipation of a significant proposed legislative and constitutional change in New York State whereby a certain number of full casino gaming operations would be licensed to operate. The Owner assumes that one such license would be granted to a location in the Catskills somewhere in relative proximity to the Site (the "Catskill Casino"). In addition to the Catskill Casino, the Owner would like New York State to grant a casino license to the Project (the "Project Casino"). The Owner believes that the economic impact of the Project Casino would be, at least partially, cumulative to the economic benefits of the presumed Catskill Casino. The Owner desires an independent evaluation by an expert in economic impact analysis to determine the extent to which the Project Casino will provide such cumulative economic impacts. This evaluation is covered in the services described below in Phase II: Cumulative Economic Impact of the Project Casino.

However, in the immediate term, the Owner would like to advance the project through the New York State Environmental Quality Review (SEQR) process. The Town is acting as SEQR Lead Agency and the Owner is working with the Town to finalize the SEQR scoping document (the "SEQR Scope"). The Owner has engaged the services of other consultants ("DGEIS Consultants") to assist it in the preparation of a DGEIS pursuant to the SEQR Scope. Part of the SEQR Scope will involve the enumeration of economic impacts to Ulster County (the "County") and the fiscal impacts to the Town and Ellenville School District (the "School District"). The Owner thus desires an economic and fiscal impact analysis of the Project which the DGEIS Consultants will incorporate into the DGEIS. These services are included in Phase I: Economic and Fiscal Impacts of the Project Casino below.

SCOPE OF SERVICES

Phase I: Economic and Fiscal Impacts of the Project Casino

Camoin Associates (CA) will conduct an economic and fiscal impact analysis (the "Analysis") of the Project that will satisfy certain portions of the SEQR Scope, namely those requirements of "3.14 Community Services" subparagraph "b. Potential Impacts"; as well as the entirety of "3.15 Fiscal Conditions". It is expressly understood by both the CA and the Owner that the Owner and its DGEIS Consultants will compile and transmit to CA the information required for "3.14 Community Services" subparagraph "a. Existing Conditions".

Unlike Phase II, CA will not consider whether a Catskill Casino exists for this Phase I. Instead, CA will approach the Analysis considering just the Project Casino. The Owner will provide CA a competent market study of the estimated visitation to the Project Casino, including visitation counts, length of stay, party size, place of origin and spending profile.

Task #1: Economic Impact Study of the Project Casino



CA will take the Owner's market study and CA's own research to arrive at a reasonable total visitor-day count. CA will use this figure to calculate how much additional spending will occur from those visitors (the "Spending") on an annual basis. Using region-specific information on visitation spending, CA will estimate a "spending basket" of the typical visitor on a per-day, per-visitor basis. The spending basket will consist of the major recreational spending categories, including: entertainment, lodging, restaurants, food, transportation, retail and other. Total Spending will be the visitor-day count times the spending basket to arrive at total new spending by category per year. These are the "Direct Effects" of the Project.

CA will model the economic impacts of the Project on the economy using proprietary data sets published by EMSI (Economic Modeling Specialists) and ESRI (Environmental Systems Research Institute) specific to the County's economy. CA will input the Direct Effects into the EMSI model to calculate the "Indirect Effects", which result from two sources (a) follow-on spending by businesses serving visitors and (b) follow-on spending of employees of the businesses serving the visitors. The total economic impacts of the project are the sum of the Direct and Indirect Effects.

Total economic impacts will be expressed as the change in jobs, earnings and economic output (i.e. sales) in the County as a result of the Project.

Task #2: Fiscal Impact Study of the Project Casino

CA will conduct a fiscal impact analysis of the Project in conformity with the SEQR Scope (parts therein defined above) and following standard methodologies in the field. To do so, CA will collect data from multiple sources such as population, total number of Town and School District households, sales tax distribution formula(s), projected employment and taxable sales at the Project, and the property assessment methodology and tax calculations used by the Town and School District. CA will interview appropriate officials and staff members of the Town, School District, and Misc. Districts (as defined as those relevant miscellaneous districts within the Town affected by the Project) for any qualitative information required. Interviews are anticipated to include the DPW/Highway superintendent, relevant public safety officials (fire, police, EMS), the Town Supervisor and other department heads, and the School District's finance office.

To determine property tax revenues to be received from the Project, CA will first rely on figures provided to us by the Owner for the anticipated change in assessed valuation, including any anticipated tax abatements/exemptions. CA will then work with the Town's or County's property tax assessing unit to determine a reasonable projection of the phase-in of taxable value of the Project once construction is complete and occupancy has been achieved, taking into consideration any proposed property tax abatement request, if applicable. CA will use current tax rates for the Town, School District, and Misc. Districts to calculate new property tax revenues for each jurisdiction and inflate such rates into the future as is reasonable.

CA will estimate variable revenues (including the potential effects on the distribution of sales tax collected by the County) and expenses associated with the Project. The Owner, or the Owner's representatives and DGEIS Consultants, will provide CA with appropriate technical information to allow CA to make said estimates, particularly with respect to engineering issues such as water, sewer and transportation infrastructure capacity and improvement costs, if applicable. Using this data, CA will calculate the effect of the operations of the Project on the fiscal health of the Town, School District, and Misc. Districts. CA will study each jurisdiction's particular financial situation



and sources of revenues and expenses to gauge total changes in revenues and expenditures. CA will use standard metrics (new residents, new school aged children, new highway lane miles, etc. as appropriate and applicable) to determine new costs to the municipalities and districts in question, using a "marginal costing" technique. CA will generate an annual net fiscal impact (revenues less expenditures) for each jurisdiction.

With respect to the induced effects of growth, CA will provide a narrative using the DGEIS Consultant's findings on existing conditions to note where capacity exists within the School District, Town and Misc. District's existing facilities, infrastructure and staffing to accommodate any such growth. For example, the Project may serve to indirectly attract and retain residents to the immediate area who will be employed by the Project (who, presumably, would not otherwise be residents of the area). While not residing at the Project, their presence in the community is induced by the existence of the Project. Should the School District, Town and Misc. Districts have excess capacity to serve those induced residents, CA will note same.

Task #3: Final Report

CA will compile the results of Task 1 and 2, above, into a draft final report ("Draft Report 1"). The Draft Report 1 will include an executive summary written for a non-technical audience. To the Draft Report 1 will be attached calculation tables and related research. The Owner will review the Draft Report 1, subject to the limitations set forth below, and provide comments to CA. CA will then issue a Final Report 1 to the Owner.

Phase II: Cumulative Economic Impact of the Project Casino

CA will conduct an economic impact study (the "Study") on the Project Casino's impact as defined as the impact to the region above and beyond the Catskill Casino's impact. The Study will be conducted in two principal phases: (1) an evaluation of the extent to which the Project Casino will cause visitation to the area in excess of the Catskill Casino's visitation, (the "Additional Visitation"), and (2) the direct and indirect increase in output, jobs and earnings that will accrue to the regional economy as a result of the Additional Visitation.

Task #4: Additional Visitation Estimation

CA will estimate regional visitation under two scenarios: (1) Scenario One includes the operations of only the Catskill Casino, and (2) Scenario Two includes the operations of both the Catskill Casino and the Project Casino.

The Owner will provide CA a competent market study of the estimated visitation to the Project Casino, including visitation counts, length of stay, party size, place of origin and spending profile. The Owner will also provide CA with major factors of differentiation between the target market of the Project Casino and that of the Catskill Casino.

CA will supplement the Owner's market study with research into other casino markets, conducting one or more case studies therein. CA will also analyze its own data sources on the socio-economic characteristics of the Project Casino's presumed trade area residents, including composite data on the spending on recreational activities such as gambling (and projections on changes to that spending). CA will consider the location, size and amenities of other casino operations in the greater region to determine major pull factors affecting the market.



CA will first estimate Scenario One total new visitation, namely the number of visitor-days generated by the presumed Catskill Casino (net of any local spending displaced) and associated visitation spending.

CA will then estimate Scenario Two total new visitation. Again using the Owner's market study and CA's own research, CA will determine how the presence of the Project Casino will be additive to the visitation of the Catskill Casino. CA assumes that this additive effect will fall into one of the following categories (however, such categories will be amended during the market research phase):

1. *Family & Recreation Plus* – The Owner purports that the Project Casino will be geared towards a more family-friendly and recreational-focused target market as compared to the target market of the Catskill Casino. CA will attempt to quantify the size of this slice of the market, namely those visitors for whom the Project Casino's offerings of family and recreational amenities are the impetus for their visit the area and without which they would not visit the area.
2. *Extended Stays* – CA will identify how many of the Scenario One visitors might be induced to stay in the area for a longer period under Scenario Two conditions, whereby the presence and amenities of the Project are the determining factor causing a longer visit.
3. *Extended Geographic Reach* – After a review of the relevant facts, CA will determine whether the geographic area from which the Project Casino pulls customers (because of the particulars of its target market) is larger than the geographic pull of the Catskill Casino. If so, CA will profile the extended-reach market in terms of the additional resident population and spending power.
4. *Destination Plus* – CA will identify the extent to which the presence of two casinos in proximity to each other would create a recreational destination that might increase the geographic extent of the customer base. For this, CA would use both market statistics and anecdotal information from case studies of clustered gambling venues.

CA will calculate the Additional Visitation as the difference in visitor-days between Scenario One and Scenario Two. Simply put, this is the margin increase in visitation to the area that would result from licensing the Project Casino in addition to the Catskill Casino.

Task #5: Economic Impact Modeling

CA will use the Additional Visitation figure to calculate how much additional spending will occur from those visitors (the "Additional Spending") on an annual basis. Using region-specific information on visitation spending, CA will estimate a "spending basket" of the typical visitor on a per-day, per-visitor basis. The spending basket will consist of the major recreational spending categories, including: entertainment, lodging, restaurants, food, transportation, retail and other. Additional Spending will be the Additional Visitation count times the spending basket to arrive at total new spending by category per year. These are the "Direct Effects" of the Project.

CA will model the economic impacts of the Project on the economy using proprietary data sets published by EMSI (Economic Modeling Specialists) and ESRI (Environmental Systems Research Institute) specific to the state's economy. CA will input the Direct Effects into the EMSI model to calculate the "Indirect Effects", which result from two sources (a) follow-on spending by businesses serving visitors and (b) follow-on spending of employees of the businesses serving the visitors. The total economic impacts of the project are the sum of the Direct and Indirect Effects.

Total economic impacts will be expressed as the change in jobs, earnings and economic output (i.e. sales) of the region as a result of the Project, namely the economic difference between Scenario Two and Scenario One.

Task #6: Final Report

CA will compile the results of Task 4 and 5, above, into a draft final report ("Draft Report 2"). The Draft Report 2 will include an executive summary written for a non-technical audience. To the Draft Report 2 will be attached calculation tables and related research. The Owner will review the Draft Report 2, subject to the limitations set forth below, and provide comments to CA. CA will then issue a Final Report 2 to the Owner.

ASSUMPTIONS AND LIMITATIONS

- Owner will provide a competent market study as outlined above to CA. CA will deliver the Draft Report 1 within 45 days of receipt of the market study. CA will deliver Draft Report 2 within 45 of Notice-to-Proceed from Owner for Phase II.
- The Owner will outline the differentiating factors between Project Casino and Catskill Casino.
- The Owner agrees to be available to answer questions and review assumptions to be used by CA in the analysis on an as needed basis and provide CA with a timely response. The Owner further agrees to use reasonable efforts to require that the Owner's representatives and DGEIS Consultants answer questions from CA on an as-needed basis.
- The final report will not describe a detailed methodology of the analysis or provide extensive narrative or background.
- This scope of services does not include any site visits by CA and CA will respond only to comments from the Owner on Draft Report 1 and Draft Report 2.
- CA will provide an objective analysis using standard assumptions and generally accepted methodologies for conducting impact analyses. As such, the CA cannot and does not guarantee a particular result of the report and cannot and does not guarantee a result that the Owner considers favorable.
- The DGEIS Consultants will compile and transmit to CA their findings from work they complete on the SEQR Scope "3.14 Community Services" subparagraph "a. Existing Conditions".
- The Analysis will specifically not include a calculation of the changes in the State Aid to Schools formula for the School District, but will instead rely on an assumption that the School District will continue to get state aid roughly in proportion to its existing per-pupil state aid allocation.
- CA will make the assumption that all elements of the Project will be filled to capacity as per the Client's proposed timeline and CA will not be independently assessing the market.



ATTACHMENT B

Compensation and Payment

As remuneration for the scope of services attached as Attachment A, the Client shall pay the Consultant a fixed fee of THIRTY EIGHT THOUSAND DOLLARS (\$38,000), such fee to include all labor, expenses, travel time, and mileage. The Fee for Services provided under this Agreement will be allocated and charged as follows:

- A deposit upon execution of this agreement and prior to commencing work: 30%
- Upon submission of the Draft Report 1 to the Owner: 25%
- Upon submission of the Final Report 1 to the Owner: 5%
- Upon notice-to-proceed with Phase II and prior to commencing work therein: 20%
- Upon submission of the Draft Report 2 to the Owner: 15%
- Upon submission of the Final Report 2 to the Owner: 5%

For services not included in the scope of services attached as Attachment A, and requested by the Client in writing, the Client shall pay the Consultant on a time-and-expenses basis, charged as follows:

a. Hourly labor rates

Principal	\$160.00 per hour
Senior Professional	\$105.00 per hour
Professional	\$85.00 per hour
Rate in travel status	\$65.00 per hour (all personnel)

- b. Travel by private automobile will be charged at the maximum federal reimbursement rate per mile.
- c. All other expenses (e.g. purchase of proprietary data, travel related expenses, etc.) will be charged at cost.



AGREEMENT

This services agreement ("Agreement") is made this 8th day of July 2013 by and between the Nevele Investors, LLC with a mailing address of PO Box 388, Ellenville, NY 12428 (hereinafter "Client"), and Camoin Associates, Inc. (dba Camoin Associates) with a mailing address of 120 West Avenue, Suite #303, Saratoga Springs, New York 12866 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Client has solicited the services of an economic development consultant; and

WHEREAS, the Consultant has offered to provide such assistance to the Client as requested,

NOW, THEREFORE, the parties hereby agree as follows:

SCOPE OF SERVICES

1. The Consultant will provide the services listed in Attachment A ("Scope of Services"), incorporated herein by reference. The Client agrees to cooperate and provide assistance to the Consultant as described in Attachment A.

REMUNERATION

2. As compensation for the performance of the services described in Attachment A, Client will pay Consultant in the amount and manner set forth in Attachment B ("Compensation and Payment"), incorporated herein by reference.
3. The Consultant shall submit invoices to the Client on a monthly basis. The invoices will include a reasonable description of the services provided and the value ascribed to each.
4. Notwithstanding any other provision of this Agreement, the Consultant shall not perform services outside the scope set forth in Attachment A, unless such services have been authorized by written amendment to this Agreement signed by both parties setting forth the services to be rendered and the associated fee.
5. Payment is due on all invoices within 30 days of the date of the invoice. Interest will accrue on all overdue invoices at a rate of 18% per annum commencing on the date payment becomes due. Should it be necessary for the Consultant to collect on any overdue invoices, the Client will be responsible for all costs of collection including reasonable attorney's fees.
6. In the event Consultant is required to pursue payment of unpaid past due invoices, Client agrees to pay for Consultant's travel costs to and from events related to the collection of the unpaid invoices at the current mileage rate stipulated by the Internal Revenue Service. In addition, Client agrees to pay Consultant for Consultant's time spent attending litigation related meetings and hearings to pursue the collection of Client's unpaid past due invoices at the hourly labor rates set forth in Attachment B.

MISCELLANEOUS

7. The Consultant agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of the Client or its agents, and that neither the Consultant, nor any of its officers or employees will by reason therefore, make any claim,



demand, or application to or for any right or privilege applicable to an officer or employee of the Client.

8. The sole liability of either party to the other hereunder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Consultant with respect to the services included in the Agreement as Attachment A. Except for the specific remedies expressly identified as such in this Agreement, Client's exclusive remedy for any claim arising out of this Agreement or any applicable work order will be for the Consultant, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, to return the fees paid to Consultant for the services related to the breach.
9. In no event will either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within two (2) years after the cause of action arose. The parties agree that performance of all indemnification obligations included in this Agreement shall be considered direct damages regardless of the type of underlying claim or damages for which indemnification is being provided.
10. The allocations of liability under paragraphs 8 and 9 are the agreed and bargained-for understanding of the parties, and Client's compensation for the services included in this Agreement as Attachment A reflects these allocations.
11. The Consultant acknowledges and agrees that neither Consultant nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by the Client, and that the Consultant shall be solely responsible for maintaining such coverage to the extent required by law.
12. This Agreement may not be amended or otherwise modified except upon the written agreement of the parties.
13. No remedies or rights conferred upon Consultant by this Agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
14. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this contract shall be construed in all respects as if any invalid or unenforceable provision were omitted.
15. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.
16. This Agreement shall be interpreted, governed and construed under the laws of the State of New York as if it were executed and performed wholly within the State of New York, without giving effect to any provision thereof that permits or requires the application of the laws of any other jurisdiction. Any litigation based hereon or arising out of or in connection with this Agreement shall be brought and maintained exclusively in the courts of the State of New York with a venue in Saratoga County, New York and the Parties hereby irrevocably waive all jurisdictional defenses and irrevocably agree to submit to



the jurisdiction of such courts for the purpose of any such litigation and irrevocably agree to be bound by any judgment rendered thereby in connection with such litigation.

17. This Agreement may be signed in counterparts and/or delivered via facsimile or in PDF format via e-mail, each of which shall be deemed original and binding signatures and all of which shall constitute one and the same Agreement.

18. Each of the persons signing below warrants and represents that they are duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

TERM OF AGREEMENT

19. This Agreement shall become effective as of as of the date first set forth above.

20. This Agreement may be terminated by either party at any time without cause to be effected by prior written notification to the non-terminating party at the address set forth above.

21. Upon termination, the Client shall reimburse the Consultant for all unpaid time and expenses as prescribed in the REMUNERATION section of this Agreement.

GUARANTY

22. To induce the Consultant to enter into this agreement, Michael R. Treanor ("Guarantor"), who is a principal of the Client, guarantees to the Consultant the full payment (and not merely the collectability) to the Consultant of all monies due under this agreement. The agreements of Guarantor set forth in this guaranty constitute, and shall at all times continue to constitute, an absolute, direct, present, primary, continuing, irrevocable, unlimited and unconditional guaranty of payment (and not merely of collection) in all respects and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever that might otherwise constitute a defense to this guaranty and the obligations of Guarantor hereunder or the obligations of any other person or party relating to this guaranty or the obligations of Guarantor hereunder or otherwise. In addition, the agreements of Guarantor hereunder are not conditioned or contingent upon any attempt to seek payment or performance from Client, any other person or entity or upon any other condition or contingency.

AGREED TO:

For Nevele Investors, LLC

By: _____

Michael R. Treanor
CEO

For Camoin Associates, Inc.

By: _____

R. Michael N'dolo
Vice President

And as to the guaranty set forth at paragraph 22 of this Agreement

Michael R. Treanor, Individually

ATTACHMENT A

Scope of Services

DEFINITIONS

Nevele Investors, LLC (the "Owner") is proposing the Project at the 564-acre Nevele Resort Property (the "Site") in the Town of Wawarsing (the "Town"). The Owner is acting in anticipation of a significant legislative and constitutional change in New York State whereby a certain number of full casino gaming operations would be licensed to operate. The Owner previously engaged the Consultant to perform a study ("Original Study") of the Project's economic impacts to Ulster County (the "County") and the fiscal impacts to the Town and Ellenville School District (the "School District"). The Consultant has completed the Original Study which was accepted by the Owner.

The Owner, pursuant to the exact legislative changes as adopted, needs further economic and fiscal studies to be completed in addition to the Original Study. Also, the Original Study must be updated due to certain stipulations in the legislative changes that were not known at the time the Original Study was completed.

The Owner assumes that one casino license would be granted to a location in the Catskills somewhere in relative proximity to the Site (the "Catskill Casino"). In addition to the Catskill Casino, the Owner would like New York State to grant a casino license to the Project (the "Project Casino"). The Owner believes that the economic impact of the Project Casino would be, at least partially, cumulative to the economic benefits of the presumed Catskill Casino.

SCOPE OF SERVICES

Task #1. Updates to the Original Study

CA will update the Original Study as directed by the Owner. Specifically, CA will eliminate the "temporary casino" phase of the Project and will instead assume the "permanent casino" will be operational within 2 years of the Project start date. CA will update all of the economic impact tables and calculations as well as the fiscal impact calculations to show the appropriate phasing in of valuation, construction progress and employment, etc. CA will also adjust construction cost numbers and other assumptions as directed by the Owner. For all other matters, CA will follow the same methodology used in the Original Study.

CA will rewrite the narrative of the report and insert the updated tables and figures. CA will provide a draft of the revised study to Owner for review and will provide comments to CA. CA will then issue a final report.

Task #2: Economic and Fiscal Impact on the State

Unlike Task #3, CA will not consider whether a Catskill Casino exists for this Task #2. Instead, CA will approach the analysis considering just the Project Casino. CA will use the market study previously provided by the Owner, supplemented with additional information from the Owner if



necessary, such as assumptions for estimated visitation to the Project Casino, including visitation counts, length of stay, party size, place of origin and spending profile.

CA will take the Owner's market study and CA's own research for the Original Study to arrive at a reasonable total visitor-day count and how much additional spending will occur from those visitors (the "Spending") on an annual basis in the state. These are the "Direct Effects" of the Project on the State.

CA will model the economic impacts of the Project on the state economy using proprietary data sets published by EMSI (Economic Modeling Specialists) and ESRI (Environmental Systems Research Institute) specific to the State's economy. CA will input the Direct Effects into the EMSI model to calculate the "Indirect Effects", which result from two sources (a) follow-on spending by businesses serving visitors and (b) follow-on spending of employees of the businesses serving the visitors. The total economic impacts of the project are the sum of the Direct and Indirect Effects.

Total economic impacts will be expressed as the change in jobs, earnings and economic output (i.e. sales) in the State as a result of the Project. CA will separately describe what percentage of these impacts can be attributable to the subset of visitors who (1) are New York State residents, and (2) who would otherwise leave the state to gamble at other casinos. CA will rely in part on the Owner's assumptions and the input of other consultants to the Owner on this matter.

CA will also conduct a fiscal impact analysis of the Project following standard methodologies in the field. To do so, CA will collect data from multiple sources such as population, total number of households, sales tax formula(s), projected employment and taxable sales at the Project, income tax from both personal and corporate filers affected by the Project, etc. as well as miscellaneous revenues to be created by the Project for the state. Specifically:

1. Sales tax will be calculated by determining the percentage of gross Spending (defined above) as well as indirect spending that will be subject to the sales tax. CA will divide that total figure into the sales tax generated for the state itself, the County and MTA, if applicable.
2. Income tax will be calculated as the total economic impact to spending (above), divided by gross state product, times total state income tax receipts for the most recent year.
3. CA will report property tax to be generated for Town, School District, County and other sources as calculated from Task #1.
4. CA will calculate miscellaneous revenues from spending attributable to Spending, such as hotel tax, excise taxes as appropriate, and, as directed by the Owner, additional revenues that may be required as per the Owner's licensing agreement with the state (potentially, some share of casino handle).
5. CA will also note miscellaneous revenues such as the casino licensing fee.

CA will compile the results of Task 2 into a draft final report, including an executive summary written for a non-technical audience. The Owner will review the draft report, subject to the limitations set forth below, and provide comments to CA. CA will then issue a final report to the Owner.

Task #3: Cumulative Economic Impact of the Project Casino



CA will conduct an economic impact study (the "Study") on the Project Casino's impact as defined as the impact to the region above and beyond the Catskill Casino's impact. The Study will be conducted in two principal phases: (1) an evaluation of the extent to which the Project Casino will cause visitation to the area in excess of the Catskill Casino's visitation, (the "Additional Visitation"), and (2) the direct and indirect increase in output, jobs and earnings that will accrue to the regional economy as a result of the Additional Visitation.

CA will estimate regional visitation under two scenarios: (1) "Scenario One" includes the operations of only the Catskill Casino, and (2) "Scenario Two" includes the operations of both the Catskill Casino and the Project Casino.

CA will supplement the Owner's market study with research into other casino markets, conducting one or more case studies therein. CA will also analyze its own data sources on the socio-economic characteristics of the Project Casino's presumed trade area residents, including composite data on the spending on recreational activities such as gambling (and projections on changes to that spending). CA will consider the location, size and amenities of other casino operations in the greater region to determine major pull factors affecting the market.

CA will first estimate Scenario One total new visitation, namely the number of visitor-days generated by the presumed Catskill Casino (net of any local spending displaced) and associated visitation spending.

CA will then estimate Scenario Two total new visitation. Again using the Owner's market study and CA's own research, CA will determine how the presence of the Project Casino will be additive to the visitation of the Catskill Casino. CA assumes that this additive effect will fall into one of the following categories (however, such categories will be amended during the market research phase):

1. *Family & Recreation Plus* – The Owner purports that the Project Casino will be geared towards a more family-friendly and recreational-focused target market as compared to the target market of the Catskill Casino. CA will attempt to quantify the size of this slice of the market, namely those visitors for whom the Project Casino's offerings of family and recreational amenities are the impetus for their visit the area and without which they would not visit the area.
2. *Extended Stays* – CA will identify how many of the Scenario One visitors might be induced to stay in the area for a longer period under Scenario Two conditions, whereby the presence and amenities of the Project are the determining factor causing a longer visit.
3. *Extended Geographic Reach* – After a review of the relevant facts, CA will determine whether the geographic area from which the Project Casino pulls customers (because of the particulars of its target market) is larger than the geographic pull of the Catskill Casino. If so, CA will profile the extended-reach market in terms of the additional resident population and spending power.
4. *Destination Plus* – CA will identify the extent to which the presence of two casinos in proximity to each other would create a recreational destination that might increase the geographic extent of the customer base. For this, CA would use both market statistics and anecdotal information from case studies of clustered gambling venues.



CA will calculate the Additional Visitation as the difference in visitor-days between Scenario One and Scenario Two. Simply put, this is the margin increase in visitation to the area that would result from licensing the Project Casino in addition to the Catskill Casino.

CA will use the Additional Visitation figure to calculate how much additional spending will occur from those visitors (the "Additional Spending") on an annual basis. Using region-specific information on visitation spending, CA will estimate a "spending basket" of the typical visitor on a per-day, per-visitor basis. The spending basket will consist of the major recreational spending categories, including: entertainment, lodging, restaurants, food, transportation, retail and other. Additional Spending will be the Additional Visitation count times the spending basket to arrive at total new spending by category per year. These are the "Direct Effects" of the Project.

CA will model the economic impacts of the Project on the economy using proprietary data sets published by EMSI (Economic Modeling Specialists) and ESRI (Environmental Systems Research Institute) specific to the state's economy. CA will input the Direct Effects into the EMSI model to calculate the "Indirect Effects", which result from two sources (a) follow-on spending by businesses serving visitors and (b) follow-on spending of employees of the businesses serving the visitors. The total economic impacts of the project are the sum of the Direct and Indirect Effects.

Total economic impacts will be expressed as the change in jobs, earnings and economic output (i.e. sales) of the region as a result of the Project, namely the economic difference between Scenario Two and Scenario One.

CA will compile the results of Task 3 into a draft final report, including an executive summary written for a non-technical audience. The Owner will review the draft report, subject to the limitations set forth below, and provide comments to CA. CA will then issue a final report to the Owner.

ASSUMPTIONS AND LIMITATIONS

- The Owner will outline the differentiating factors between Project Casino and Catskill Casino that CA will rely on for its Task #3 work.
- The Owner agrees to be available to answer questions and review assumptions to be used by CA in the analysis on an as needed basis and provide CA with a timely response. The Owner further agrees to use reasonable efforts to require that the Owner's representatives and consultants answer questions from CA on an as-needed basis.
- The final report will not describe a detailed methodology of the analysis or provide extensive narrative or background.
- This scope of services does not include any site visits by CA and CA will respond only to comments from the Owner on the various draft reports.
- CA will provide an objective analysis using standard assumptions and generally accepted methodologies for conducting impact analyses. As such, CA cannot and does not guarantee a particular result of the report and cannot and does not guarantee a result that the Owner considers favorable.
- CA will make the assumption that all elements of the Project will be filled to capacity as per the Client's proposed timeline and CA will not be independently assessing the market.



ATTACHMENT B

Compensation and Payment

As remuneration for the scope of services attached as Attachment A, the Client shall pay the Consultant a fixed fee of TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$27,500), such fee to include all labor, expenses, travel time, and mileage. The Fee for Services provided under this Agreement will be allocated and charged as follows:

- A deposit upon execution of this agreement and prior to commencing work: 50%
- Upon submission of the Task 1 report to the Owner: 10%
- Upon submission of the Task 2 report to the Owner: 20%
- Upon submission of the Task 3 report to the Owner: 20%

For services not included in the scope of services attached as Attachment A, and requested by the Client in writing, the Client shall pay the Consultant on a time-and-expenses basis, charged as follows:

a. Hourly labor rates

Principal	\$160.00 per hour
Senior Professional	\$105.00 per hour
Professional	\$85.00 per hour
Rate in travel status	\$65.00 per hour (all personnel)

- b. Travel by private automobile will be charged at the maximum federal reimbursement rate per mile.
- c. All other expenses (e.g. purchase of proprietary data, travel related expenses, etc.) will be charged at cost.



AGREEMENT

This services agreement ("Agreement") is made this 23rd day of July 2013 by and between the Nevele Investors, LLC with a mailing address of PO Box 388, Ellenville, NY 12428 (hereinafter "Client"), and Camoin Associates, Inc. (dba Camoin Associates) with a mailing address of 120 West Avenue, Suite #303, Saratoga Springs, New York 12866 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Client has solicited the services of an economic development consultant; and

WHEREAS, the Consultant has offered to provide such assistance to the Client as requested,

NOW, THEREFORE, the parties hereby agree as follows:

SCOPE OF SERVICES

1. The Consultant will provide the services listed in Attachment A ("Scope of Services"), incorporated herein by reference. The Client agrees to cooperate and provide assistance to the Consultant as described in Attachment A.

REMUNERATION

2. As compensation for the performance of the services described in Attachment A, Client will pay Consultant in the amount and manner set forth in Attachment B ("Compensation and Payment"), incorporated herein by reference.
3. The Consultant shall submit invoices to the Client on a monthly basis. The invoices will include a reasonable description of the services provided and the value ascribed to each.
4. Notwithstanding any other provision of this Agreement, the Consultant shall not perform services outside the scope set forth in Attachment A, unless such services have been authorized by written amendment to this Agreement signed by both parties setting forth the services to be rendered and the associated fee.
5. Payment is due on all invoices within 30 days of the date of the invoice. Interest will accrue on all overdue invoices at a rate of 18% per annum commencing on the date payment becomes due. Should it be necessary for the Consultant to collect on any overdue invoices, the Client will be responsible for all costs of collection including reasonable attorney's fees.
6. In the event Consultant is required to pursue payment of unpaid past due invoices, Client agrees to pay for Consultant's travel costs to and from events related to the collection of the unpaid invoices at the current mileage rate stipulated by the Internal Revenue Service. In addition, Client agrees to pay Consultant for Consultant's time spent attending litigation related meetings and hearings to pursue the collection of Client's unpaid past due invoices at the hourly labor rates set forth in Attachment B.

MISCELLANEOUS

7. The Consultant agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of the Client or its agents, and that neither the Consultant, nor any of its officers or employees will by reason therefore, make any claim,



demand, or application to or for any right or privilege applicable to an officer or employee of the Client.

8. The sole liability of either party to the other hereunder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Consultant with respect to the services included in the Agreement as Attachment A. Except for the specific remedies expressly identified as such in this Agreement, Client's exclusive remedy for any claim arising out of this Agreement or any applicable work order will be for the Consultant, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, to return the fees paid to Consultant for the services related to the breach.
9. In no event will either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within two (2) years after the cause of action arose. The parties agree that performance of all indemnification obligations included in this Agreement shall be considered direct damages regardless of the type of underlying claim or damages for which indemnification is being provided.
10. The allocations of liability under paragraphs 8 and 9 are the agreed and bargained-for understanding of the parties, and Client's compensation for the services included in this Agreement as Attachment A reflects these allocations.
11. The Consultant acknowledges and agrees that neither Consultant nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by the Client, and that the Consultant shall be solely responsible for maintaining such coverage to the extent required by law.
12. This Agreement may not be amended or otherwise modified except upon the written agreement of the parties.
13. No remedies or rights conferred upon Consultant by this Agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
14. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this contract shall be construed in all respects as if any invalid or unenforceable provision were omitted.
15. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.
16. This Agreement shall be interpreted, governed and construed under the laws of the State of New York as if it were executed and performed wholly within the State of New York, without giving effect to any provision thereof that permits or requires the application of the laws of any other jurisdiction. Any litigation based hereon or arising out of or in connection with this Agreement shall be brought and maintained exclusively in the courts of the State of New York with a venue in Saratoga County, New York and the Parties hereby irrevocably waive all jurisdictional defenses and irrevocably agree to submit to



the jurisdiction of such courts for the purpose of any such litigation and irrevocably agree to be bound by any judgment rendered thereby in connection with such litigation.

17. This Agreement may be signed in counterparts and/or delivered via facsimile or in PDF format via e-mail, each of which shall be deemed original and binding signatures and all of which shall constitute one and the same Agreement.

18. Each of the persons signing below warrants and represents that they are duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

TERM OF AGREEMENT

19. This Agreement shall become effective as of as of the date first set forth above.

20. This Agreement may be terminated by either party at any time without cause to be effected by prior written notification to the non-terminating party at the address set forth above.

21. Upon termination, the Client shall reimburse the Consultant for all unpaid time and expenses as prescribed in the REMUNERATION section of this Agreement.

GUARANTY

22. To induce the Consultant to enter into this agreement, Michael R. Treanor ("Guarantor"), who is a principal of the Client, guarantees to the Consultant the full payment (and not merely the collectability) to the Consultant of all monies due under this agreement. The agreements of Guarantor set forth in this guaranty constitute, and shall at all times continue to constitute, an absolute, direct, present, primary, continuing, irrevocable, unlimited and unconditional guaranty of payment (and not merely of collection) in all respects and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever that might otherwise constitute a defense to this guaranty and the obligations of Guarantor hereunder or the obligations of any other person or party relating to this guaranty or the obligations of Guarantor hereunder or otherwise. In addition, the agreements of Guarantor hereunder are not conditioned or contingent upon any attempt to seek payment or performance from Client, any other person or entity or upon any other condition or contingency.

AGREED TO:

For Nevele Investors, LLC

By: _____

Michael R. Treanor
CEO

For Camoin Associates, Inc.

By: _____

R. Michael N'dolo
Vice President

And as to the guaranty set forth at paragraph 22 of this Agreement

Michael R. Treanor, Individually

ATTACHMENT A

Scope of Services

DEFINITIONS

Nevele Investors, LLC (the "Owner") is proposing a casino project (the "Project") at the 564-acre Nevele Resort Property (the "Site") in the Town of Wawarsing (the "Town"). The Owner is acting in anticipation of a significant legislative and constitutional change in New York State whereby a certain number of full casino gaming operations would be licensed to operate. The Owner previously engaged the Consultant to perform a study ("Original Study") of the Project's economic impacts to Ulster County (the "County") and the fiscal impacts to the Town and Ellenville School District (the "School District"). The Consultant has completed the Original Study which was accepted by the Owner.

The Owner, pursuant to the legislative requirements of a casino licensing arrangement, must provide and be prepared to execute a workforce development plan.

SCOPE OF SERVICES

The Consultant will complete its workforce development plan work in two phases. The framework developed in Phase 1 will demonstrate how the Owner proposes to utilize the local workforce, and utilize it in such a way that demonstrates equal employment opportunity; train and advance workers and their career pathways; practice sustainable development; and establish and maintain positive working relationships with organized labor. Phase 2, following licensure, will implement the framework developed in Phase 1. This includes full implementation of detailed career pathways, a local/regional hiring plan in collaboration with local workforce boards, training program development in collaboration with local workforce boards and education institutions, and additional items, as described below.

Phase 1: Framework for a Workforce and Community Development Plan

Task 1. Project Launch

To begin the project, the Consultant will hold a project launch call with the Owner and any key partners or stakeholders the Owner wishes to include. In this meeting, the Consultant will propose a work plan to establish a mutual understanding of the scope and timeline. We will also propose a communication plan to foster close collaboration throughout the project and ensure the Owner receives the full scope of needed information. At this time, we will also request any documents, plans, and/or data that would help inform this project and our work, including, if available, a staffing plan and list of anticipated job types.

Task 2. Collaboration Development – Workforce and Labor

Building on Task 1, the Consultant will hold phone or in-person meetings with representatives from workforce development and organized labor to foster collaborations that satisfy 3(f) and 3(d) under "Section 1320. Siting Evaluation" of the relevant statute. This will help ensure: (1) the Owner has a workforce training program with the full support of local agencies, (2) the Owner is immediately plugged in to any industry partnership or training opportunities available; and (3)



organized labor understands and supports the workforce and community development plan, to foster labor harmony during all phases of the facility. It will also provide access to some of the data needed for Task 3. If possible, we will secure letters of support from workforce and organized labor officials for inclusion in the final framework report.

Task 3. Labor Force and Training Program Availability Analysis

To understand the feasibility of utilizing the local workforce, the Consultant will analyze the existing labor force and the Ulster County labor shed, including the following variables:

- Employment;
- Unemployment trends;
- Workforce availability;
- Educational attainment, and number of unemployed by education level;
- Veteran population;
- Skills of dislocated workers, and transferability to future jobs at Nevele; and
- Commuting trends, to identify number of workers currently leaving the region to work, who may be retained in the Ulster County or the region should Nevele be redeveloped.

If not already estimated, Task 3 will include estimates of the number of construction jobs created by the project. Additionally, the team will identify existing education programs in the region that feed into future Project jobs, identify gaps in training, and suggest options to remedy those gaps (i.e., workforce training programs, on-site training at the Site, training program adoption at SUNY and other institutions, etc.).

Finally, Task 3 will include a framework for developing career pathways, including an accessible format and an outline of data to include in pathways documents (Note: actual career pathing will be done as part of Phase 2).

This analysis will feed into a framework to satisfy 3(a), 3(d) and 3(f) under "Section 1320. Siting Evaluation".

Task 4. Leading Practices Review and Recommendations

Task 4 will explore leading practices in several areas and recommend a framework for planning:

- Sustainable development practices
- Domestic procurement, including, if possible, a list of American casino equipment manufacturers
- Employee access, development, and retention, including tuition reimbursement and other incentives
- Addressing gambling problems, including employee training
- On-site day care
- Equal employment opportunity policies

This research will lead to recommendations for an approach to each item.

Task 5. Phase 1 Deliverable: Framework Report

The final Framework Report will include detailed labor market availability data, along with leading practices and recommendation for how to establish the items outlined in Tasks 2 and 4.



The project team is committed to creating a report that makes the strongest case for the Owner's gaming facility license consideration.

Phase 2. Plan Implementation

Should the Owner be granted a gaming facility license, and should the Owner provide the Consultant a notice-to-proceed with this Phase 2, the Consultant will carry out the framework established in Phase 1. The Consultant will meet again with the Owner to determine a workforce and community development implementation timeline and final scope of work. At minimum, we propose to accomplish the following tasks:

1. Fully develop a workforce and staffing plan, including detailed career pathways;
2. Develop complete human resource hiring and training practices that promote employee development, equal opportunity employment, veterans hiring, and other required provisions;
3. Work with local workforce boards to implement a Community/Regionally-Focused Recruitment and Hiring Plan;
4. Work with local workforce boards and education institutions to establish needed training programs;
5. Create policies and approaches for domestic and diverse (WBE and MBE) procurement; and
6. Satisfies other workforce planning-related needs identified in Phase 1.

ASSUMPTIONS AND LIMITATIONS

- The Owner agrees to be available to answer questions and review assumptions to be used by the Consultant in the analysis on an as needed basis and provide the Consultant with a timely response. The Owner further agrees to use reasonable efforts to require that the Owner's representatives and consultants answer questions from the Consultant on an as-needed basis.
- The Owner and the Consultant jointly recognize that the entire scope of work listed above will be executed by Thomas P Miller and Associates, sub-consultant to the Consultant, as overseen by the Consultant.



ATTACHMENT B

Compensation and Payment

As remuneration for the scope of services attached as Attachment A, the Client shall pay the Consultant a fixed fee of NINETY THOUSAND DOLLARS (\$90,000), such fee to include all labor, expenses, travel time, and mileage. The Fee for Services provided under this Agreement will be allocated and charged as follows:

- A deposit upon execution of this agreement and prior to commencing work: \$7,500
- Upon completion of all work in Phase 1: \$7,500

Should the Owner provide a notice-to-proceed to the Consultant, directing Consultant to execute Phase 2 of the scope of services:

- Work will be billed on a progress-to-completion basis against a total fee of \$75,000 for Phase 2 services.

For services not included in the scope of services attached as Attachment A, and requested by the Client in writing, the Client shall pay the Consultant on a time-and-expenses basis, charged as follows:

a. Hourly labor rates

Principal	\$160.00 per hour
Senior Professional	\$105.00 per hour
Professional	\$85.00 per hour
Rate in travel status	\$65.00 per hour (all personnel)

- b. Travel by private automobile will be charged at the maximum federal reimbursement rate per mile.
- c. All other expenses (e.g. purchase of proprietary data, travel related expenses, etc.) will be charged at cost.





CITY / SCAPE:
Cultural Resource Consultants
166 Hillair Circle White Plains, NY 10605

August 26, 2012

Mr. Michael R. Treanor
Nevele Investors LLC
P. O. Box 388
Ellenville, New York 12428

*RE: Phase 1A Literature Review & Sensitivity Analysis
Nevele Hotel Redevelopment. Route 209 & Nevele Road.
Town of Wawarsing. Ulster County, New York.*

Dear Mr. Treanor:

Thank you for the opportunity to prepare a proposal for a Phase 1A Literature Review and Sensitivity Analysis for the above captioned site located east of NYS 209 at Nevele Road in the Town of Wawarsing, Ulster County, New York. The property, containing ±522.5 acres, has been operated as a resort. The aerial photograph provided indicates that the site has been extensively disturbed by the construction of a number of buildings, swimming pools, tennis courts, a golf course, and several ponds. A stream flows across the center of the property. The majority of the land on the Nevele site has been developed, but there is an area of undeveloped woodland located in the southeast of the site. The majority of the land is relatively level ground.

The initial proposal prepared for the Nevele site included a cost estimate for both the Phase 1A and Phase 1B work. However, following a telephone conference call this morning, Ms. Terresa Bakner, Chris Round and I agreed that, given the uncertainties concerning the placement of the temporary casino and the redevelopment of the Nevele site, it made more sense to limit CITY/SCAPE's initial proposal to the Phase 1A work. Once that work has been completed, and in consultation with you and your representatives, it will be possible to prepare a plan and cost estimate for any Phase 1B work that may be required.

Although CITY/SCAPE: Cultural Resource Consultants has not made a site visit, we are familiar with the property and its surroundings. As part of the Phase 1A scope of work, we recommend that an assessment of each building over 50 years old be completed, and that photographs of each of the structures be included in the Phase 1A report. In addition to the standing structures, there may be historic cultural resources located on the site, such as former farmsteads, historic foundations, stone fences, etc. To the extent that these are proposed to be disturbed, these resources will also be identified and evaluated as part of the Phase 1A work.

Phone: (914) 328-3032 Fax: (914) 288-9029 Email: CscapeCRM@gmail.com

It is our understanding that, while the plans for the site have not been finalized, the most recent plan indicates the client's intention to construct the project in two phases, the first being the construction of a "Temporary Casino" and associated parking in one of two locations, the first being in the northwestern portion of the site at the intersection of CR 209 and Arrowhead Road, and the second being in the area now occupied by the "Driving Range". Either location will have subsurface impacts, but until the site visit has been made and the landscape has been examined, it is not possible to state with any degree of certainty which areas can be considered to have been previously disturbed. In general, although the construction of a golf course involves grading and filling that represents disturbance, OPRHP will usually require some testing in those areas to document the level of disturbance. It is our understanding that the second phase of the project will include the redevelopment of the Nevele site. The location of the current buildings would be considered disturbed; however, an assessment of the degree of disturbance will be incorporated into the Phase 1A sensitivity assessment.

The Phase 1 work, which includes both the Phase 1A Literature Review and Sensitivity Analysis will be performed in accordance with the guidelines established by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) and the *Standards for Cultural Resource Investigations and the Curation of Archeological Collections* published by the New York State Archeological Council (NYAC 2000 & 2005). The field investigation and technical report will meet the specifications of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (*Federal Register* 48:190:44716-44742) (United States Department of the Interior 1983). All work performed will meet the requirements of the relevant federal standards (36 CFR 61) and of the State Environmental Quality Review Act (SEQRA) 6NYCRR, part 617 of the New York State Environmental Conservation Law. In addition, the qualifications of the Principal Investigator, who will supervise the project, meets or exceeds the qualifications described in the Secretary of the Interior's Professional Qualifications Standards (*Federal Register* 48:190:44738-44739) (United States Department of the Interior 1983). CITY/SCAPE: Cultural Resource Consultants has appended our qualifications to this proposal.

SCOPE OF SERVICES

Work to be Completed for Phase 1A Literature Review and Sensitivity Analysis

The first work to be performed is a Phase 1A Literature Review and Sensitivity Analysis, which is an investigation that examines the potential of the site to yield prehistoric and/or historic archaeological cultural material. In addition to this work, the building assessment will be completed as part of the Phase 1A work. This assessment is needed to determine whether any structures on or adjacent to the site are eligible for National Register listing. With this in mind, the work to be performed as part of the Phase 1A Literature Review includes:

- **Field visit**

The consultant will make an initial site visit, at which time we will evaluate the property, examine drawings and document disturbance so that the APE can be refined. The consultant will provide an assessment of the standing structures or other cultural features located on the site. We will also assess the environmental conditions on the property and evaluate the overall potential for the site

to contain either prehistoric or historic resources. As part of the site visit, we will photograph the individual buildings on the site and those in the surrounding area, focusing on those that are more than 50 years old. This will permit us to make an assessment of the impact of the proposed development on historic resources.

- **Consultation with the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) and other agencies**

CITY/SCAPE: Cultural Resource Consultants will make a visit to the OPRHP office in Albany to identify known prehistoric and/or historic resources located on or in the vicinity of the project area. Archaeological site maps identifying cultural resources in the area are housed at Peebles Island in Cohoes, New York. It is necessary to make a visit to review these site files, which are closed to all but qualified archaeologists and researchers. The review of the archaeological site files is a necessary part of the Phase 1A literature review. With the agreement of the client or the client's representative, we may also consult persons with knowledge of the Nevele property, and, if necessary, contact local informants with knowledge of the prehistoric and/or historic use of the site.

- **Research component**

The next task will be to examine the historic maps and atlases of the area to identify the historic resources, which are now or may have been located on the site or in the immediate vicinity. Here one is looking for the names of former owners and the locations of buildings or other features. At the same time, the surrounding area is examined for historic structures, roads, and the like. In conjunction with this investigation, county histories and other historic material are consulted. This information will be outlined in the Phase 1A Literature Review. We will also complete research on the buildings located on the Nevele site.

- **Preparation of Building Assessment for Nevele Complex**

As part of the Phase 1A work, it is proposed to complete an assessment of each of the buildings located within or adjacent to the APE. The reason for including the buildings adjacent to the APE is that some or all may be visually affected by the proposed redevelopment of the Nevele complex. The assessment will include a visual inspection of each building, photographs of each of the buildings for inclusion in the final Phase 1A report, completion of additional research for significant structures, including, where possible, identification of the architect, date of construction, etc., and, if required, the completion of NR inventory forms for the eligible buildings. We recommend that consultation with OPRHP concerning the eligibility of the buildings for listing on the National Register take place during the Phase 1A to ensure that the client is aware of any concerns OPRHP may have regarding the impact of the redevelopment and/or demolitions on National Register eligible buildings. However, no contact with OPRHP concerning National Register eligibility will take place without prior approval by the client or the client's representatives.

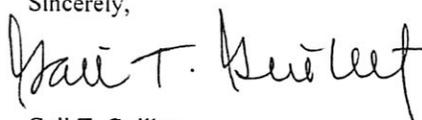
- **Preparation of the Phase 1A Literature Review**

This report will include several sections: the environmental setting of the project, additional information on potential prehistoric occupation of the site, some discussion of the way that the site fits into the history of the county and the town (based on the map research), some brief synopsis of the history of the Town of Wawarsing, and finally, the history of the ownership and land use for the site. The Phase 1A will evaluate the site and comment on the types of resources that might be present. The Phase 1A Literature Review will be included recommendations concerning the need for a Phase 1B Archaeological Field Reconnaissance Survey for areas within the APE that have not been previously disturbed to rule out prehistoric or historic cultural resources on the site.

Using the revised draft APE provided by your office, the total cost for the Phase 1A Literature Review and Sensitivity Analysis will be \$2,200.00. Work on the Phase 1A report can begin within 5 days of the receipt of a signed authorization and a retainer check for \$1,100.00. Although we understand that there is quite a bit of material available on the Nevele complex, and that reviewing this material will take some time, it is anticipated that the Phase 1A will require 21 working days to complete. The Phase 1A report will then be submitted for your review.

If you have any questions, I would, of course, be glad to answer them. We look forward to the opportunity to assist you with this project.

Sincerely,



Gail T. Guillet

If you find the proposal to perform the Phase 1A Literature Review and Sensitivity Analysis acceptable, please have the client sign below and return a copy for our records to Gail Travis Guillet. Receipt of the signed form and the retainer check will constitute the authorization to proceed with the Phase 1A.



Accepted by
Michael Treanor, CEO

September 12, 2012

Date



CITY / SCAPE:
Cultural Resource Consultants
166 Hillair Circle White Plains, NY 10605

May 28, 2014

Mr. Michael R. Treanor
Nevele Investors LLC
P. O. Box 388
Ellenville, New York 12428

*RE: Phase IA Literature Review & Sensitivity Analysis &
Phase IB Archaeological Field Reconnaissance Survey
Nevele-Kelley Farm/Off Site Parking Site. Route 209.
Town of Wawarsing. Ulster County, New York.*

Dear Mr. Treanor:

Thank you for the opportunity to prepare a proposal for a Phase IA Literature Review and Sensitivity Analysis and Phase IB Archaeological Field Reconnaissance Survey for the above captioned site located east of NYS 209 in the Town of Wawarsing, Ulster County, New York. The total acreage of the property is not known, but the Area of Potential Effect is estimated to be ± 25 acres. The site visit made several weeks ago indicates that the off-site parking area is a level field with asphalt roadways. The proposed use for the Kelley Farm parcel is for off-site parking and a solar installation.

Conversation with Chris Round of The Chazen Companies indicated that you are eager to have an indication of the archaeological potential of the parcel. Given the location of the parcel adjacent to the same stream that flows through the Nevele property, and the need for permits from DEC and other agencies, it is a foregone conclusion that a Phase IB survey of the property will be required. We, therefore, recommend that you authorize CITY/SCAPE: Cultural Resource Consultants to undertake the Phase IB survey at the same time that we gather the Phase IA information. This will allow us to "jump start" the process, and provide us with a definitive answer to the question of whether there are in fact historic or prehistoric cultural resources on the site.

As with the previous work completed for the Nevele project, the Phase I work will be performed in accordance with the guidelines established by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) and the *Standards for Cultural Resource Investigations and the Curation of Archeological Collections* published by the New York State Archeological Council (NYAC 2000 & 2005). The field investigation and technical report will meet the specifications of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (*Federal Register* 48:190:44716-44742) (United States Department of the Interior 1983). All work performed will meet the requirements of the relevant federal standards (36 CFR 61) and of the State Environmental Quality Review Act (SEQRA) 6NYCRR, part 617 of the New York State Environmental Conservation Law. In addition, the qualifications of the Principal Investigator, who will supervise the project, meets

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or exceeds the qualifications described in the Secretary of the Interior's Professional Qualifications Standards (*Federal Register* 48:190:44738-44739) (United States Department of the Interior 1983). CITY/SCAPE: Cultural Resource Consultants has appended our qualifications to this proposal.

SCOPE OF SERVICES

Work to be Completed for Phase 1A Literature Review and Sensitivity Analysis

As you are aware, the first work to be performed is a Phase 1A Literature Review and Sensitivity Analysis, which is an investigation that examines the potential of the site to yield prehistoric and/or historic archaeological cultural material. With this in mind, the work to be performed as part of the Phase 1A Literature Review includes:

- **Field visit**

The consultant has made an initial site visit, at which time she evaluated the property for its potential to contain either historic or prehistoric cultural resources. As part of the site visit, we will photograph the buildings on the site and those in the surrounding area, so that an assessment of the impact of the proposed development on historic resources can be completed.

- **Consultation with the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) and other agencies**

CITY/SCAPE: Cultural Resource Consultants will make a visit to the OPRHP office in Albany to identify known prehistoric and/or historic resources located on or in the vicinity of the project area. Archaeological site maps identifying cultural resources in the area are housed at Peebles Island in Cohoes, New York. It is necessary to make a visit to review these site files, which are closed to all but qualified archaeologists and researchers. The review of the archaeological site files is a necessary part of the Phase 1A Literature Review. We may also consult persons with knowledge of the property, and, if necessary, contact local informants with knowledge of the prehistoric and/or historic use of the site. The client or the client's representatives will be consulted prior to any consultations taking place.

- **Research component**

The next task will be to examine the historic maps and atlases of the area to identify the historic resources, which are now or may have been located on the site or in the immediate vicinity. Here one is looking for the names of former owners and the locations of buildings or other features. At the same time, the surrounding area is examined for historic structures, roads, and the like. In conjunction with this investigation, county histories and other historic material are consulted. This information will be outlined in the Phase 1A Literature Review. We will also complete research on the buildings located on the Nevele site.

- **Preparation of the Phase 1A Literature Review**

This report will include several sections: the environmental setting of the project, additional information on potential prehistoric occupation of the site, some discussion of the way that the site fits into the history of

the county and the town (based on the map research), some brief synopsis of the history of the Town of Wawarsing, and finally, the history of the ownership and land use for the site. The Phase 1A will evaluate the site and comment on the types of resources that might be present. The Phase 1A Literature Review will be included recommendations concerning the need for a Phase 1B Archaeological Field Reconnaissance Survey to rule out prehistoric or historic cultural resources on the site.

As we have stated above, known environmental factors on the site indicate that the site may be sensitive for prehistoric resources, and it is possible that the site is sensitive for historic resources as well. Given the potential sensitivity of the site, it is assumed that a Phase 1B survey will be required by OPRHP. Assuming that to be the case, the work to be performed for a Phase 1B archaeological survey is outlined below.

Work to be Completed for Phase 1B Archaeological Field Reconnaissance Survey

In terms of a testing strategy, Chris Round and Gail Guillet have determined that it will be necessary to hand excavate the Kelley Farm parcel. As on the Nevele site, this will involve the excavation of a series of shovel tests at 50-foot intervals across those areas deemed suitable for testing. Areas excluded from testing would be areas of wetland, wetland buffers, and areas of standing water. Before work can begin on the Phase 1B survey, it will be necessary to have an existing conditions map that clearly delineates the area to be included in the Phase 1B testing program. The map should also include any slopes in excess of 12%, assuming that any exist on the parcel. The map should also clearly delineate all wetland and wetland setbacks, and areas of standing water. Having established the methodology, the work required will be:

- **Field Testing Strategy**

Based on the topographical and existing conditions maps of the site, a testing strategy will be developed to determine the presence or absence of prehistoric and/or historic cultural remains on the site. We have conducted the initial walkover of the property, but a second walkover of the site will be completed to determine those areas that can be eliminated from testing based on prior disturbance, the presence of asphalt drives, wetlands, wetland buffers or slope. The determination of the areas to be tested is based on the sensitivity model developed by the New York Archaeological Council (NYAC 2005 & 2000), which has been adopted by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP).

- **Excavations**

In the field, transects that conform with the land surface will be laid out and shovel tests hand excavated along the transects. Where feasible, shovel tests will be excavated to sterile soil. The material from these tests will be passed through a ¼" metal hardware cloth and the residue examined for cultural material. The depth of the test pit, the colors of the soil, and any unusual features such as dark bands in the soil, will be recorded on work sheets. Cultural material, if any, will be placed in bags, labeled and transferred to the CITY/SCAPE laboratory for processing and analysis. The location of the shovel test excavations will be recorded on a topographical map. In the event that historic cultural resources are identified on the site, these areas will also be tested. The testing interval for historic cultural resources is more refined than that for testing the general site. For historic cultural resources, excavations consist of shovel tests at a 5' interval around all foundations and at a 25' interval in the yard areas surrounding the foundations. While the interval of testing may vary for historic features, the process is otherwise the same.

- **Photographs**

The entire Phase 1B survey will be documented through photographs that will provide information concerning the general character of the site, the types of soils encountered, and the materials recovered.

- **Laboratory Work**

Recovered cultural material (if any) will be taken to the laboratory, where it will be washed, identified, and recorded in a log. Analysis of the material in the laboratory will provide dates for the collection based on the typology of prehistoric lithic or ceramic materials and/or a general assessment of the dates for any historic materials (including ceramics and glass). Photographs of recovered material will, if appropriate, be included in the final report. The cost estimate for the processing the artifacts is based on the recovery of not more than 150 artifacts. This number would normally cover the artifacts found on a specific site, but, if significantly more artifacts are recovered, there will be an additional charge for processing. These expenses, if needed, will be discussed with the client before the work begins.

- **Final Phase 1B Report**

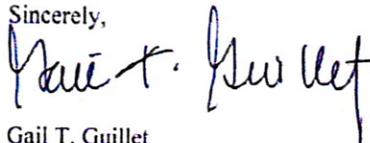
The final report will consist of the results of the field investigation, including a sensitivity map, the inventory of materials recovered from the site, a written description of the work of the field team, accompanied by photographs and drawings (if appropriate). A CAD (.dwg) file of the existing conditions map will be required for completion of the final report.

The total cost for the Phase 1A Literature Review and Sensitivity Analysis and the Phase 1B Archaeological Field Reconnaissance Survey of the Kelley Farm parcel will be \$10,501.00. This is broken down as follows: the Phase 1A will be \$1,200.00. The Phase 1B, based on ±25 acres will take 3 field days; the cost estimate for this work is \$9,301.00, which includes the administrative fee. If the proposed plan to begin working on the Phase 1B survey at the same time that the Phase 1A research is being completed, we will agree to begin work within 5 days of the receipt of a signed authorization and a retainer check for \$5,250.50. At the end of the fieldwork, an end of field letter will be provided. The end of field letter will briefly describe the work performed, and the findings of the Phase 1B survey. At that time we will also present an invoice for an end of field payment in the amount \$2,625.25. The final report Phase 1A/1B report would be available within 45 days of the end of fieldwork. The balance of the Phase 1A and Phase 1B costs will be due upon submission of the final report. Please note that it is company policy that the final report will not be submitted to OPRHP or any other agency until final payment has been received.

With respect to the quoted price, current OPRHP guidelines require the field crew to excavate an additional eight shovel tests around any isolated prehistoric find. Since it is not possible to anticipate the number of prehistoric confirmation tests that may need to be excavated, these shovel tests cannot be included in the cost estimate, and will be billed separately at \$25.00 per shovel test. Also, time allocated to represent the client at planning board meetings, at OPRHP or other project related events will be billed separately at the rate of \$95.00 per hour. Travel time is billed at \$25.00 per hour. Finally, in the unlikely event that human remains are identified on the site, all expenses related to the recovery, disposition or analysis of the remains will be billed separately.

If you have any questions, I would, of course, be glad to answer them. We look forward to the opportunity to assist you with this project.

Sincerely,



Gail T. Guillet

Attachment

If you find the proposal to perform the Phase IA Literature Review and Sensitivity Analysis acceptable, please have the client sign below and return a copy for our records to Gail Travis Guillet. Receipt of the signed form and the retainer check will constitute the authorization to proceed with the Phase IA.



Accepted by

Date 5/29/14

If you find the proposal to perform the Phase IB Archaeological Field Reconnaissance Survey acceptable, please have the client sign below and return a copy for our records to Gail Travis Guillet. Receipt of the signed form and the retainer check will constitute the authorization to proceed.

Accepted by

Date

COST ESTIMATE FOR PHASE 1 CULTURAL RESOURCE SURVEY

<u>TASKS</u>	<u>DAYS</u>	<u>COST</u>
Phase 1A Literature Review & Sensitivity Analysis		\$1,200.00
Phase 1B Archaeological Field Reconnaissance Survey		
<u>Field Work</u>		
Archaeologists (PI & Field Supervisor)	3 days	2,550.00
Field Crew (5 people)	3 days	3,000.00
Field Expenses	3 days	180.00
Mileage (0.69 per mile with car pooling)	3 days	414.00
Field Work Sub-total		\$6,144.00
<u>Deliverables</u>		
Laboratory Analysis (Assuming 150 artifacts)	1 day	250.00
Data Entry & Map Preparation		660.00
Final Report	1 day	1,000.00
Report production	1 day	560.00
Total for Deliverables		\$2,470.00
Total for Phase 1B		\$8,614.00
<u>Expenses</u>		
Administrative Fee		\$687.00
TOTAL FOR PHASE 1A & PHASE 1B		\$10,501.00