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Please Reply to Monticello Office

September 7, 2022

Town of Neversink Town Hall  
273 Main Street  
Grahamsville, New York 12740  
Attn: Christopher Mathews, Supervisor

Re: Kerilands Development  
Our File No. 7458

Dear Chris:

The purpose of this letter is to update the Town Board on a change in location of the proposed Kerilands Adventure Center.

While it is not our intent to provide interim updates as project design evolves, the location change for the Adventure Center is a material change in the project design that we believe warranted updating the Town Board.

The Kerilands Adventure Center was originally planned off Blue Hill Road. This location would allow the cross-country skiing, biking and hiking trail to be connected to existing wood roads. Because of the concerns raised about levels of traffic that might be generated by the activities at the Adventure Center, we have decided to move the Adventure Center to a location off the proposed internal resort access road on the north side of the site. The internal resort access road will intersect with the Cooley Road only a few hundred feet past the end of the County section of Cooley Road. The internal access road will be designed and constructed to handle the traffic flow estimated for the resort village, workforce housing complex, the Adventure Center and all other project components located on the north side of the property.

We trust the relocation of the Kerilands Adventure Center will address any concerns expressed regarding future traffic flow on Blue Hill Road.

BF

Keriland Inc. (“Kerilands”) has requested the Town Board consider amending the Town Zoning Law to enable development of Kerilands as a conservation-style project since April 2021. To date, the Town Board has not responded to this request. Kerilands respectfully requests an update on the status of this request so we may progress with plans for the development of the site as either a conservation-style project or traditional large lot subdivision. Jonathan Leitersdorf will be in the Catskills on September 14<sup>th</sup>. He and one or more members of his project team plan to attend the Town Board meeting to answer any remaining questions related to the development strategy for this property.

Very truly yours,  
Blustein, Shapiro, Frank & Barone, LLP

*Barbara A. Garigliano*

Barbara A. Garigliano, Esq.

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cc: Jonathan Leitersdorf  
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April 21, 2022

Town of Neversink  
273 Main Street, P.O. Box 307  
Grahamsville, New York 12740  
Attn: Christopher Mathews, Supervisor

*Via Email*

Re: Keriland Inc. – Kerilands Project  
Our File No. 7458.000

Dear Supervisor Mathews:

This letter will serve as a status update on the Kerilands Project and will provide, to the extent available, the information requested by your letter of May 13, 2021. Before responding to your information requests, please allow me to summarize what has been accomplished in the past year.

A team of engineering and project professionals has been engaged. In addition to Garigliano Law Offices, LLP, with whom you are familiar, the following project team is currently working to make Kerilands a vibrant place to live, visit or work.

Robert Gorton and Raymond Del Savio have joined Jonathan Leitersdorf's organization to provide Project Management for the Kerilands Project and assist in the coordination efforts with the professional design team. Robert and Ray were the founding members of Gorton & Partners ("GP") - a Development/Project Management firm. For over twenty-five years GP provided management expertise to real estate developers and institutional owners for millions of square feet on complex projects throughout the tri-state area. These projects included various residential projects for Jonathan as well as other institutional, hospitality, and retail/commercial developments. In 2016, GP was acquired by an international real estate advisory firm.

Hart Howerton has been engaged to provide site planning, architectural and interior design services. Walter and I have had the honor of working with Hart Howerton on other projects. Hart Howerton provides without a doubt the highest standard of project master planning services. Jim Tinson and Nicholas Baran are working on the Project team.

<https://www.harthowerton.com>

We fully expect that this Project will require preparation of an Environmental Impact Statement (“EIS”). Sterling Environmental Engineering, P.C. (“Sterling”) has been engaged to prepare an EIS with input from the various subject matter experts working on the Kerilands Project team. Mark Millsbaugh, P.E. will be the lead engineer drafting the EIS.

Sterling has also been engaged to perform geotechnical analysis of the site. Thomas Johnson from Sterling will be the person responsible for this analysis and determining the extent of necessary borings and coordination with drilling contractors and testing laboratories.

<https://www.sterlingenvironmental.com>

Creighton Manning Engineering, LLP (“CM”) was engaged to conduct a traffic study. Kenneth Wersted was primarily responsible for the traffic analysis. In addition, CM has been engaged to design an internal resort access road (more detailed in 2(a) below) (“Resort Entry Road”). Chris Geroux from CM is currently the lead designer of the Resort Entry Road and will also design internal circulation roads.

<https://cmellp.com>

Continental Placer Inc. (“CP”) has been engaged to design the water supply for the Project. William J. Miller, III has been assigned by CP to the Project team. One test well was drilled near the bottom of the ski slopes cleared in the 1960s, which the driller estimates to yield approximately 65 gallons per minute. Additional wells will need to be drilled and tested once a final fully built-out Project design is completed to allow computation of water supply needs.

<https://www.continentalplacer.com>

Delaware Engineering, D.P.C. (“DE”) has been engaged to design the wastewater treatment plant (“WWTP”) for the development. John Brust, Principal of DE is presently the Project team representative with the expectation of design services being transitioned to others at DE once a conceptual design and WWTP sizing is determined.

<https://delawareengineering.com>

Ecological Analysis, LLC (“Ecological”) has been engaged to determine the extent and location of wetlands. James A. Bates will also coordinate studies of possible threatened species that may be present at the Project site.

<https://www.4ecological.com>

Packer Associates, Inc. (“Packer Associates”)/ Gary Packer, P.L.S. and Michael Packer, P.L.S. have been hired for survey work. Michael Packer is actively engaged in surveying the Project site. The survey will be handled in phases with work already completed in some areas of concern. Packer Associates will also provide ground control and rotational control of the aerial topographic study already completed.

The Project team has been meeting periodically over the past year to determine optimal Project scale and decide what structures, uses and activities are necessary to the success of Kerilands. To understand how this spectacular site fits into the larger context of the Catskills, please see the maps attached captioned SITE CONTEXT. The maps that follow provide information on elevation, hydrology and slope.

In addition to assembling a Project team, a great deal of progress has been made in identifying those portions of the site that will be developed. At the April 26, 2021 presentation to the Town Board, we previewed a preliminary solar study that was undertaken to identify the areas of this mountainous property with the most available sunlight. These identified areas are the primary areas where development activities other than the Project's outdoor winter recreational components will be located. The four (4) maps attached captioned SOLAR STUDY depict the areas of maximum sun exposure identified. The maps also show the significant variation in average sun exposure over various parts of the site.

The Project development areas have been carefully selected and all natural features or impediments have also been considered. For example, to the extent possible (except for the Project's outdoor winter recreation areas), the steep slopes have been avoided.

The areas presently considered for development comprise only 715 acres of the 3,150-acre property, with the rest of the property remaining in its current undeveloped state. For purposes of the responses that follow, I will refer to those areas of the site proposed to be developed as the "Development Areas".

As for your specific questions:

1. a. Topography with a smaller contour interval (10 or 20 feet).  
The entire 3,150-acre site has been flown and aerial topography tied to multiple ground control locations throughout the area is available at 2' contour levels. This file will be provided to the Town's review professionals.
- b. Possible regulatory constraints such as regulated wetlands and watercourses, steep slopes, constrained soils, bedrock, etc.
  - (i) Wetlands.  
Ecological has performed wetland and watercourse recognizance. Only the wetlands in Development Areas of the site will be further studied and delineated with the expectation that substantially all development activity will avoid any direct or indirect impact on wetlands.
  - (ii) Watercourses.  
Watercourses have been identified from publicly available USGS and GIS mapping sources. Watercourses in the Development Area will be further explored and any watercourses to be crossed by roads or trails will be subject to DEC stream crossing permits. Until all interior circulation roads are fully planned, the permit process for stream crossings will be deferred. None of the interior watercourses are significant in terms of flow except Fir Brook. The Development Area north of Fir Brook will be accessed by a road and bridge over the brook, again subject to usual DEC permits for such structures.
  - (iii) Steep Slopes.  
Steep slopes were preliminary identified by publicly available resources and confirmed by the aerial topography. At points where topography is critical to design, Packer Associates and CM have made field inspections. With less than 25% of the site under development, it is anticipated that there will be only a

small impact on steep slopes. At present, we expect the largest impact on steep slopes to be the trail network for cross-country skiing, hiking, snowshoeing and mountain biking. A map attached captioned TRAIL SYSTEM, shows the anticipated trail system.

(iv) Constrained soils and bedrock.

Sterling will be performing necessary geotechnical analysis throughout the Development Areas, Resort Entry Road location and trail network. One currently planned design feature for the Project is the development of two “quarries” which will provide construction aggregate on a most local basis and following the construction will remain as water features adding to the diversity and interest of the site.

Please see the maps attached captioned SURFACE GEOLOGY, and SOIL for an overview of site conditions.

In addition to the analysis throughout the Development Areas, some level of geotechnical analysis and harvesting of rock core samples will occur outside the Development Areas to 1) provide information for the proper design of the Resort Entry Road; and 2) attempt to locate aggregate, sand and gravel on the site to avoid the cost and carbon footprint associated with trucking these materials a considerable distance. There are no active mine sites near the property.

**c. Potential development areas indicated – with acreage of each area.**

The map attached captioned DEVELOPMENT AREAS shows the extent of the presently planned development areas. This may change as the Project design advances and areas may shift if unknown constraints require modification of strategies.

The Village Farm Development Area north of the ridge line including the hotel, assisted living facility, retail, vineyard, attached residential and single family residential is approximately 440 acres in size.

The Support Cluster Development Area on the site north of the ridgeline including the water supply building, WWTP, firehouse and community hall and workforce housing is approximately 10 acres in size.

The Fir Brook Camp Development Area north of Fir Brook is approximately 20 acres in size.

The Farm at Blue Hill Development Area including the organic farm, large residential lots and the Kerilands Adventure Center is approximately 220 acres in size.

The Resort Entry Road and Saddle Camp Development Area is approximately 25 acres in size.

All Development Areas aggregate to 715 acres which is less than 25% of the site.

**2. Concept Plan on the same base map as above, with indication of:**

a. Access route to each development area.

No part of the planning process to date has received the level of focus as access. That is the case as to both analysis of existing public roads to the site, the design of the Resort Entry Road and circulation roads within the site.

CM performed an existing road condition and capacity analysis of the County and Town Roads proximate to the site. It is anticipated that most visitors to Kerilands will travel to the area on Route 17. Traffic from the south and east will exit at Parksville and travel to the site via County Roads 85 and 84. Based on population distribution, the target market for promotion of Kerilands, and arrival of visitors from overseas, it is expected that the substantial majority of traffic will arrive via this route.

Visitors travelling from the west or north will travel to Kerilands by exiting Route 17 at Livingston Manor and travel to the Project via County Roads 81, 82 and 83 and Willowemoc Road, a Rockland and Neversink Town Road.

Access to the sites by other routes are expected to be minimal except for residents with homes in The Farm at Blue Hill Development Area or persons "day tripping" to the Kerilands Adventure Center to access the trail network.

The original sketch plan shared with the Town Board on April 26, 2021 contemplated that the primary access to the Village Farm Development Area including the hotel and most of the residential aspects of the Project would be from Pole Road. That primary access point was subsequently determined to be suboptimal. Instead, the to be constructed Resort Entry Road is contemplated to enter the site just past the terminus of County Road 84 (which ends at Hunter Road). This access point would be the start of the 12,000 linear foot Resort Entry Road that would be the route to all Project facilities constructed north of the ridge line running through the five mountain peaks on the site with the exception of the assisted living facility which would have direct access to Pole Road and those tourism structures constructed northerly of Fir Brook.

A secondary access road off the Resort Entry Road would drop down to the area at the bottom of the ski slopes. The improvements planned for this area are supportive of the development and include the water supply plant (this is where the first well was drilled), the WWTP, a firehouse and community hall and workforce housing.

After crossing the existing ski slopes, the Resort Entry Road will split. The lower fork will lead to the village area. The higher elevation fork will lead to the main hotel complex and large quarry water feature.

Internal circulation roads necessary to access the vineyard, attached residential units, single family residences and other Project components will be designed as

part of the more detailed site planning for the Village Farm, now only at the sketch plan phase.

Access to The Farm at Blue Hill Development Area will be from Blue Hill Road. Farming activities to grow organic produce for the restaurants in the hotel and village will be located on sloping fields with southerly aspect west of Blue Hill Road. The farming site will be surrounded by large single family residential lots. All residential lots will front on one or more interior roads off Blue Hill Road.

The Keriland Adventure Center will be constructed in The Farm at Blue Hill Development Area at a location not yet finally selected. Access to the Adventure Center parking lot may be directly from Blue Hill Road or from an interior road leading to the residential area.

It is anticipated that the assisted living facility will have direct access to Pole Road. This is preferred for emergency vehicle response time. Given the nature of this facility, traffic to and from the assisted living component of the Project will be minimal.

The Fir Brook Camp Development Area will be accessed by a road and bridge spanning Fir Brook.

The only other road now planned will be to connect the Village Farm on the north side of the ridge with The Farm at Blue Hill Development Area and the Adventure Center on the south side of the ridge. This road is not expected to be accessible to other than Kerilands' operated shuttle vehicles and will likely cross the ridgeline at the saddle east of the peak of Blue Hill.

- b. Number, mix and allocation/proportion/range of uses at full build-out (number/type of residential units, SF of other uses such as recreation, restaurant, hotel, amenities, parking, etc.) of each development area.

To achieve Jonathan's vision of a new sustainable community, centered around health and wellness, the Project team established a development framework by analyzing the site, its premier location within the Catskills, and its defining natural characteristics. The goal was to envision a project that both preserves and protects sensitive natural resources, while leveraging the management of those areas with compatible and complimentary land uses. Over the past two years, slope, aspect, hydrology, sun exposure, soils, and many other characteristics have been studied and paired with a program that defines five development areas; each designed to complement the overall project and organized to maximize synergies while minimizing impact on the natural environment. This is integral to the ethos of the project which aims to promote an environmentally friendly community. The five development areas and their composition include:

**Resort Entry Road & Saddle Camp:** An interior entry road brings visitors into the property near the intersection of Cooley Road and Hunter Road, following the



contours of the hillside before reaching the Village Farm to the east. Development along this road is limited to the Saddle Camp and access to the Support Function Development Area. The Saddle Camp is a 'glamping' ("boutique camping") style campsite tucked into a saddle between two ridges. It holds space for ~30 keys or camp-style accommodations and offers opportunities for nature walks, star gazing, and similar outdoor-focused soft programming.

**Support Cluster Development Area:** This area includes a fire house/ community building, the water supply facility, a wastewater treatment plant, and approximately 100 beds of workforce housing.

**Village Farm Development Area:** The largest and most diverse development within the Project, the Village Farm contains a balanced mix of residential, commercial, and hospitality program connected to the larger site through 'green lungs' or preserved open space woven throughout the development framework. These coalesce at one of the lowest, flattest, and most sun-filled parts of the property, the village's organic farm. Directly adjacent to the farm would be a concentrated hub of ~180 multifamily units, a 50-bedroom senior living community, and approximately 20,000-25,000 SF of commercial space including a Field House which could be used for weekend markets, gatherings, and other community events. Following the historic development of hillside communities, single family homes step up into the hills above the Village Farm, increasing in lot and home size as the terrain rises. In total there are ~56 single family lots planned for this area, designed to fit into the topography and limit clearing and site impact. No development is planned for the ridges which are to be protected and incorporated into the Project's extensive trail network.

Hospitality offerings in the Village Farm Development Area include a 30 key hotel at the base of the proposed vineyard and a 60 key hotel with 20 hotel cabins sitting below the ridgeline. Both hotels are positioned to take advantage of the views to the north and the undeveloped open space along the ridgeline to the south, again, protecting the forested ridges. There would be limited retail associated with the hospitality program including spa, mountain outfitters, and dining.

**Fir Brook Camp Development Area:** North of Pole Road is a 70-acre piece of low-lying land that includes a portion of the site's designated wetlands. As such, development here is sensitive to the environment and limited to a series of hospitality offerings designed as 'fish camps', or yurt and tented style camp sites, clustered in one of the natural upland clearings. In total, the 30 keys would be a small outpost of the larger hospitality program. These cater to the angling-focused recreational traveler and those wishing to learn more about the sport in a region known to be one of the premier fly-fishing destinations in the world.

**Farm at Blue Hill and Kerilands Adventure Center:** Located on the south side of the ridge that defines the property, on old farmland currently sitting fallow just adject to Blue Hill Road, is an area reserved for 20 single family homes concentrated around an organic farm and the Kerilands Adventure Center. The

Adventure Center serves both the local community and broader visitor appeal with four-season recreational offerings including cross-country skiing, hiking, mountain biking, snow shoeing and other activities that make use of the extensive on-property trail network.

- c. Indication of proposed concept for water supply and sanitary waste disposal for the uses.

Water Supply.

Regulatory Context

In order to operate a public water supply system, permissions need to be obtained from the New York State Department of Health (“DOH”). Typically, the DOH requires a 72-hour pumping test and a Part V laboratory analysis for any public water supply bedrock well. CP will coordinate with the DOH to ensure their requirements are achieved to get the water system approved for this Project.

Design Context

The interaction between groundwater movement and geology can be quite complex, predicting safe water well yields and the future behavior of aquifer systems is essential for the development of any public water supply. CP’s hydrogeologists have the expertise to discover and test new water sources.

To date, one test well was drilled near the bottom of the ski slopes which the driller estimates to yield approximately 65 gallons per minute. Additional wells will need to be drilled and tested once a final fully built-out Project design is available to allow computation of water supply needs. CP will supervise the installation of water wells and the performance of a 72-hour pumping test on the well(s) to determine the long-term safe yield of the wells.

Wastewater:

Regulatory Context

With respect to the handling of wastewater generated by site activities, a number of federal and state statutes govern the collection, treatment and discharge of sewage, each of which will apply as appropriate to this Project. The wastewater collection and treatment systems will be designed and permitted in conformance with regulations and standards including but not limited to the Federal Clean Water Act and State Environmental Conservation Law as well as New York State Department of Environmental Conservation (“NYSDEC”) Design Standards (2014) and Recommended Standards for Wastewater Facilities (2014) and TR-16 as published by NEIWPC.

A State Pollutant Discharge Elimination System (“SPDES”) permit will be obtained as required by 6 NYCRR Part 750.1 prior to the initiation of construction. The issuance of the SPDES permit will be coordinated by the NYSDEC with the Delaware River Basin Commission (“DRBC”) as appropriate. In addition, final engineering plans will be reviewed and approved by NYSDEC prior to construction as required by 6 NYCRR Part 750.2. All aspects

of wastewater collection and treatment will be subject to review under the State Environmental Quality Review Act ("SEQRA"). As a result, the Town can be confident that the handling of wastewater generated by the site activities will be reviewed, approved and permitted in such a manner as to mitigate negative effects on the environment.

#### Wastewater Treatment Process

While programming elements for the overall Project have not been definitely determined at this time, a calculation of potential wastewater generation suggests that a wastewater treatment process will be required that can accommodate a sanitary flow of approximately 150,000 gallons per day ("GPD").

Due to varying terrain the wastewater from residences and amenities within the proposed development will be collected and conveyed to the wastewater treatment plant via a combination of gravity sewers, grinder pumps, pump stations, and force mains. Treated effluent from the WWTP will be discharged to Fir Brook.

The treatment system at the centralized WWTP has not been definitely selected at this time but it is likely to be a Membrane Bioreactor ("MBR") process which utilizes a physical barrier...semi-permeable membranes...to ensure the highest level of treatment possible.

The MBR technology, in concert with other conventional treatment processes, provides a tertiary level of wastewater treatment. This overall process is utilized throughout the United States in numerous highly regulated watersheds where the quality of effluent must achieve the highest possible standards.

MBR's are utilized throughout the New York City drinking water watershed as well as within the DRBC jurisdiction and other areas of the Catskills. Existing MBR treatment plants are also currently operational in Sullivan County, in the Towns of Fallsburg, Thompson, and Liberty.

There are programming elements of this Project which are distant from the area to be served by the centralized wastewater treatment system. The Farm at Blue Hill and Kerilands Adventure Center are both situated on the south side of the ridge that defines the property. This area is reserved for 20 single family homes concentrated around an organic farm and the Kerilands Adventure Center.

Wastewater from these Project elements will either be pumped through a force main to the centralized wastewater system discussed above or will be treated close to each point of generation, either with individual septic systems or a more centralized, below ground, "community" septic system. The decision regarding the treatment approach will be made based upon available land area and the depth to bedrock.

This specific land area lies within the New York City Department of Environmental Protection (“NYCDEP”) West-of-Hudson Drinking Water Watershed and as such, treatment system design plans will reviewed by NYCDEP engineering staff in coordination with NYSDEC.

**3. Narrative that addresses, generally:**

**a. Consistency of the Project with the Comprehensive Plan (or, proposal to update the Comp Plan, if that is the case)**

Interestingly, the proposed development of Kerilands is materially compatible with the Town’s Master Plan despite the fact that the Master Plan was adopted in 1991.

First, some context. In 1991, George H.W. Bush was our president. Iraq invaded Kuwait leading to Operation Desert Storm. The recent breakup of the Soviet Union led to the independence of countries with names we struggle to pronounce and the independence of a country we hear all too much about of late, being the Ukraine. The internet was made available for unrestricted use. The number of interconnected computers reached 1,000,000. The Dow topped 3,000 for the first time. A gallon of gas cost \$1.12. The Master Plan was “typed” into a Wang word processor, the predecessor to the IBM PC.

So much has changed. Notwithstanding the changes, the goals of the Master Plan are still relevant 31 years later. The Introductory paragraph of the Master Plan reads as follows:

“The goals of this Plan are to preserve and protect natural resources within the Town, to avoid conflict between incompatible land uses, and to establish policies and guidelines for the future development of the Town. This Plan envisions rural, low-density growth within the Town, and provides for a balance of different land use types. The Plan takes into account the range of physical, environmental, and other factors which limit land use, and makes recommendations for environmentally sound land use practices in future development.”

The Master Plan’s Statement of Objectives are as follows:

“The objectives of this Plan are:

- (1) to protect the health, safety, and welfare of the townspeople
- (2) to encourage new development to locate consistent with the needs of environmentally sensitive areas such as wetlands, floodplains, steep slopes and areas with poor soils
- (3) to provide for the needs of a balanced mix of land use types within the Town
- (4) to encourage the preservation of active farmland within the Town
- (5) to provide for commercial and industrial development where it is readily accessible to existing major connector roads, and to limit its development on secondary roads

- (6) to achieve the goals of this Plan with minimal governmental expense and involvement”

The Catskills tourism businesses operating in 1981 have almost completely disappeared. The famous Borsche Belt hotels have closed. The only major hotel then operational that remains in business today is the Villa Roma, which has struggled to survive and is under contract to be sold. Yet, despite the collapse of the Borsche Belt tourism industry, the tourism in the Catskills is flourishing. Newly built or redeveloped smaller inns and short-term rentals have become important drivers of local tourism. Newly developed in-county tourism properties include the Arnold House, the DeBruce, the North Branch Inn, Nine River Road, Kenoza Hall, the Eldred Preserve and Callicoon Hills, to name a few.

The proposed development of a Six Senses Hotel and the Kerilands Adventure Center would build on and positively influence this successful trend. Six Senses Hotels and Resorts Spas, founded in 1995, focuses on developing hospitality destinations in some of the most beautiful locations throughout the world focused on responsible practices in top-tier hospitality.

The Master Plan’s objectives are generally aligned with Jonathan Leitersdorf’s vision to develop Kerilands.

The Master Plan’s objectives are achieved as follows:

- (1) The health, safety and welfare to the townspeople will be enhanced by the addition of new healthy living opportunities, the development of a significant organic farm, and the recreation opportunities open to local use at the Kerilands Adventure Center. Recent reports of Sullivan County being the second most unhealthy county in New York State can only be reversed by improvements in diet and exercise. This Project would provide year-round recreation opportunities with offerings of cross-country skiing, snowshoeing, hiking and mountain biking open to the general public.
- (2) The development of Kerilands is consistent with the objective of avoiding environmentally sensitive areas. Areas of maximum sunlight have been identified and wetlands, steep slopes and areas with poor soil have been avoided. Every effort has been made to develop a “light on the land” environmentally friendly community.
- (3) This Project would greatly enhance the goal of a balanced mix of land use types within the Town. This objective extends well beyond the Town’s or the County’s borders to the Catskill region. Six Senses is a top tier international brand. Bringing Six Senses to the Catskills would represent the next level up in the Catskills return to its former internationally relevant tourism stature. The mix of land uses described in 2(b) above provides for a balance of tourism, residential, healthy living, recreational, agricultural and supportive land uses.
- (4) The redevelopment of an organic farm on land long fallow along Blue Hill Road goes beyond preservation of farmland. This effort will create new

- farmland which has had no active agricultural use in scores of years.
- (5) The traffic study and decision to provide access via a newly constructed Resort Entry Road allows a connection to the nearest four-lane highway over County Roads except for the last few hundred feet of the journey. The only Town Road involved in the access route to be used by a majority of traffic to the site is de minimus in length.
  - (6) No governmental expense is contemplated. The new residential properties will be primarily occupied on a seasonal or vacation basis bringing in new tax ratables with minimal additional demands on local services or the local education system.

Jonathan Leitersdorf's family has owned Kerilands for 60 years. The property is 3,150 acres in size and has miles of frontage on Pole Road, Hunter Road and Blue Hill Road. Scores (or perhaps hundreds) of residential lots could be developed along existing or newly constructed public roads. Such a development strategy, although legally authorized by the Town's Zoning Law, would create the exact type of development the Master Plan seeks to avoid. Instead, Kerilands would involve a village style development area with appropriate access and self-contained services.

Transportation strategy is consistent with the Master Plan, which provides:

"A substantial number of Town roads are of marginal quality, marginally surfaced or unsurfaced roads, some of which are designated as Seasonal Limited Use Highways. The road conditions which predominate throughout much of the Town severely limit the amount and type of development which could take place without significant and costly improvements being made. Any significant development which takes place in the future must therefore consider the condition and carrying capacity of affected roads."

As mentioned above, transportation experts expect a substantial majority of traffic to the site will be via a County Road designed and built to accommodate the traffic levels to be generated by Kerilands with only a short Town Road connection to the Resort Entry Road that will provide access to most of the property. The Project design very much considers the condition and carrying capacity of affected roads and roads impacted can carry the traffic to be generated without material change or upgrades.

Water and wastewater facilities would be internally developed and funded by this property alone. Centralizing water and sewer infrastructure is surely more environmentally friendly than the alternative of scattered large lots served by on-site wells and septic systems. It is recognized that the Town Board has legislative control over water and sewer district formation. It is anticipated that the overall benefits of the Project will be such that the Town will cooperate in formation of any required districts. No property other than Kerilands will be impacted or included in these districts.

Local community facilities and cultural resources will be markedly enhanced. Fire protection to the Willowemoc hamlet is currently available by contract between a Town Fire Protection District and the Livingston Manor Fire Department, over 15 miles away. Recognizing the need to reduce response times and enhance protection, it is contemplated that a new firehouse will be constructed to serve not only Kerilands but the Willowemoc community in general. The firehouse will include a community hall, a resource not now available in Willowemoc.

Cultural resources will be present throughout the development. The arts, music events, exercise and yoga classes and the outdoor recreation opportunities at the Adventure Center will all greatly enhance local cultural resources.

The development, as planned, will preserve open space. Only 715 acres representing less than 25% of the 3,150 acre-parcel are initially proposed for development. The alternative of large residential lots along the miles of public road frontage is far less desirable.

Environmental conditions will be fully respected. Soil types will be more precisely identified than from the information available from publicly mapped resources. The Development Areas with the exception of the trails for recreation activities avoid the steep slopes on the property. Wetlands and flood plains will be avoided. Stream crossings will occur by an environmentally sensitive design. Bedrock will be studied by necessary geotechnical analysis. Hydrology will not be negatively impacted and storm drainage facility construction will control storm runoff better than the ambient conditions at the site.

The Project will be developed utilizing relevant energy conservation techniques. The Six Senses Hotel recently developed by Mr. Leitersdorf in Ibiza has received one of the highest EU environmental rating and the same conservation minded design will occur at Kerilands.

The Master Plan recognizes the value of clustering and provides:

“The typical method for encouraging energy conservation in Master Plans is to encourage the clustering of dwelling units. This reduces energy consumption by reduced road construction and use, and reduced loss of heat through attached or more closely spaced dwelling units. However, it is not always possible to cluster units without the provision of central water and sewer systems which are not widely available nor planned within the Town.”

Since centralized water and sewer systems are planned for Kerilands, the “typical method” of encouraging energy conservation will be possible.

The economic base of the Town, County and Catskills may be the most notable area of difference between 1991 and today. The ability to “connect” has markedly

changed the way we work. The days of part time residents arriving late Friday and returning to urban areas to the south on Sunday evening seem to be a thing of the past. The 5-days there and 2-days here is no longer the norm.

Development of Kerilands will have both a significant direct and indirect impact on the local and regional economy. Direct impacts will be scores of new jobs associated with a 5-star hotel, the employees at the Adventure Center and the service and support jobs throughout the site.

Tourism destinations are pure importers of money. Visitors travel to a destination with money from outside our area and spend the money locally. The indirect impact of importing tourism dollars is the purchase of goods and services locally and creation of local payroll. And, local payroll gets spent by the wage earners, usually locally.

Substantially all "sales" of goods and services by Kerilands will be subject to state and local sales tax. The collection of the local share will be significant. In addition to sales tax, the "Sullivan County Hotel and Motel Occupancy Tax Law" imposes a 5% tax upon the rent for occupancy of a lodging facility. This "bed tax" also applies to short term/vacation rentals. If the average daily rate achieved at other Six Senses hotels can be replicated at Kerilands (and we expect it will), the sales tax and bed tax collected will have a significant positive impact on the local economy.

The recommended plan for conserving natural resources in the Town are also respected by the proposed development strategy. The proposed Kerilands development is well balanced against the Town's objective to protect environmentally significant resources. The Master Plan describes these resources to "include steeply sloped areas, shallow and erodible soils, vast woodland areas, pure streams, lakes and reservoirs, and the visual effect of largely undeveloped or sparsely developed areas, as well fish and wildlife resources."

Most of the strategies to protect these resources have been adequately described above. Federal and State jurisdictional wetlands will not be impacted. By limiting development to less than 25% of the entire parcel, most existing vegetation will be preserved. This will allow protection of larger ecological systems which would be more severely impacted by development of large lots along existing and new public roads.

No lakes or ponds are presently located on the property except some scattered beaver ponds located off Hunter Road, which are far from the Development Areas. New water features will be created by the extraction of aggregate from the large and small quarries planned for the site. The only perennial stream on the site is Fir Brook. While this will be the discharge point of a WWTP to serve the development activity on the north side of the ridge line, the strategy described for treatment of wastewater described in 2(c) above is such that there will be no negative impact on the waters of Fir Brook.



Every effort will be made for protecting water quality by designing low-technology, low-maintenance storm water protection methods. The current DEC requirements for capturing and attenuating runoff require the post-development rate of run off to not increase as compared to the current conditions. Every effort will be made to incorporate the significant wetland at the base of the ski slopes in stormwater mitigation design to fulfill the function of sediment removal and stormwater storage. By clustering the development activities, large scale stormwater management can be implemented vs. the complexity of handling stormwater on a lot-by-lot basis.

Visual and scenic environmental resources will be preserved. All meaningful improvements on the northerly facing side of the site were designed to be below an elevation where visible from afar. The village is tucked into a bowl-shaped area of the site which is not highly visible. By clustering the development activities, most existing views to the property will remain unchanged.

In summary, it is evident that the Town's well written Master Plan remains materially relevant today and the Kerilands' development strategy achieves the primary goals of the Master Plan.

b. Preliminarily identify any zoning changes needed/desired

The entire 3,150-acre parcel is located in the Town's RC zoning district. The Kerilands Adventure Center meets the definition of Commercial Recreation Facilities-Outdoors. Many of the other contemplated uses are either permitted, accessory or special uses in the RC zone. That said, for the Project to become a reality, we believe enactment of an overlay zone for this large parcel is necessary. This involves legislative action by the Town Board. Prior to development of the casino, hotel, waterpark and golf course at the former Concord Hotel property in the Town of Thompson, the Town adopted an overlay zone. Given the nature of the contemplated uses instead of calling the overlay zone a PUD ("Planned Unit Development"), the overlay zone was called a PRD ("Planned Resort Development"). For Kerilands, we will request the Town amend its Zoning Law to create a PRRD ("Planned Resort and Recreation District").

The exact types and extent of uses desired will be based on more detailed planning for the site. We expect the Town Board will refer the zoning amendment to the Planning Board for review and a recommendation. That will avoid enactment of legislation for uses the Planning Board is not willing to consider. We expect that the PRRD legislation would require preparation of a Draft Generic Environmental Impact Statement ("DGEIS") and that the Town Board would act as lead agency for SEQRA. We envision that following adoption of the PRRD all commercial or multi-family development activities would be subject to site-specific SEQRA review for conformance with the PRRD and site plan approval and the development of residential lots would be subject to subdivision approval.

It is too early in the planning process to speculate on the exact legislation desired but the presently envisioned development activities are described in 2(b) above.

c. Summary of initial community benefits of the proposal

Community benefits are described throughout the information provided above. These benefits include expanded recreation opportunities, additional cultural facilities, assisted living facilities, enhanced fire protection, the construction of a community hall, development of needed market rate workforce housing, many new jobs, money brought to Neversink from outside the local economy and left behind in the local economy, state and local sales tax collections, bed tax revenues to the County and an expanded property tax base. No other project that we have ever worked with can make claim to this long list of community benefits.

4. **Binding Agreement to pay and fund (including replenish) an escrow for all Town costs, including legal and consultants, and all litigation that may result.** An Escrow Agreement was executed by Keriland Inc. on April 14, 2022. The initial escrow deposit in the amount of \$25,000 was made on April 15, 2022.

70321-015v13

Summary.

At Kerilands, the vision of a new sustainable community designed around recreation, health, and wellness, and coupled with the stunning land and strong community context of the Catskills, has the potential to become a place where all can come together in nature. We have used these past months working carefully as a team to craft a Project unique and sensitive to the place, that benefits the local community, and brings amenities and a recreational program to the area that builds on the history of the Catskills as a historic retreat destination.

Throughout this process we have met with many local community members and look forward to working with others as we ensure Kerilands is equally designed for the local resident looking to explore new four-season recreational opportunities as it is for the health and wellness focused international or city visitor. With a commitment to realizing this vision, we look forward to our next opportunity to discuss this Project with you and the community.

Very truly yours,  
GARIGLIANO LAW OFFICES, LLP

*Barbara A. Garigliano*

Barbara A. Garigliano, Esq.

BAG/sj

Enc.

cc: Keith Zanetti, Councilperson	<i>Via Email</i>
Nicole Gorr, Councilperson	<i>Via Email</i>
Scott Grey, Councilperson	<i>Via Email</i>
Richard I. Coombe, Jr., Councilperson	<i>Via Email</i>
Phillip Coombe, III, Planning Board Chairman	<i>Via Email</i>
Jonathan Leitersdorf	<i>Via Email</i>
Jim Tinson	<i>Via Email</i>
Nicholas Baran	<i>Via Email</i>
Robert Gorton	<i>Via Email</i>
Raymond Del Savio	<i>Via Email</i>
Mark Millspaugh	<i>Via Email</i>
Thomas Johnson	<i>Via Email</i>
Kenneth Wersted	<i>Via Email</i>
Chris Geroux	<i>Via Email</i>
William Miller	<i>Via Email</i>
John Brust	<i>Via Email</i>
James A. Bates	<i>Via Email</i>
Gary Packer	<i>Via Email</i>
Michael Packer	<i>Via Email</i>
Walter F. Garigliano, Esq.	<i>Via Email</i>

GARIGLIANO LAW OFFICES, LLP  
449 BROADWAY - P.O. DRAWER 1069  
MONTICELLO, NEW YORK 12701-1069

WALTER F. GARIGLIANO  
BARBARA A. GARIGLIANO

(845) 796-1010  
FAX (845) 796-1040

April 19, 2022

Town of Neversink Town Hall  
273 Main Street, P.O. Box 307  
Grahamsville, New York 12740  
Attn: Christopher Mathews, Town Supervisor

*Via Regular Mail*

Re: Keriland Inc. w/ Town of Neversink  
Our File No. 7458.000

Dear Chris:

Enclosed herewith please find duplicate originals of the Agreement for the Payment of Town of Neversink Costs and Expenses in Connection with the Proposed Kerilands Development ("Agreement"), which Steven C. Heetland has signed on behalf of Kerilands. Kindly sign the two (2) Agreements (also needs notarized) where indicated and return one (1) fully executed Agreement back to Sue Jahn of my office.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,  
GARIGLIANO LAW OFFICES, LLP



Walter F. Garigliano, Esq.

WFG/sbf  
cc Kenneth C. Klein, Esq. (w/out enclosure)  
Enc.  
1290-012

*Ken@kenkleinlaw.net*

**AGREEMENT FOR THE PAYMENT OF TOWN OF NEVERSINK COSTS AND  
EXPENSES IN CONNECTION WITH THE PROPOSED KERILANDS  
DEVELOPMENT**

This is an Agreement (“Agreement”) dated April 25, 2022, by and between the Town of Neversink, New York, a municipal corporation organized and existing under the laws of the State of New York with a principal office located at Town of Neversink Town Hall, 273 Main Street, P.O. Box 307, Grahamsville, New York 12740 (“Town”) and Keriland Inc., a New York corporation with a principal place of business located 5401 S. Kirkman Road, Suite 650, Orlando, Florida 32819 (“Developer”).

**WHEREAS**, Developer has approached the Town regarding development of a ±3,150 acre undeveloped tract of land owned by Developer generally located between Hunter Road, Blue Hill Road and Pole Road; and

**WHEREAS**, Developer has represented to the Town that such proposed development is contemplated as a mixed-use resort including residential, recreational, tourism and commercial components (the “Project”); and

**WHEREAS**, the Project would require, at a minimum, one or more amendments to the Town of Neversink Comprehensive Plan and to the Town of Neversink Zoning law (“Zoning Law”) and potentially other federal, state, county and local approvals (such approvals are referred to in this letter either individually, in part or collectively as “Approvals”); and

**WHEREAS**, Developer has agreed to pay any and all costs and expenses incurred by the Town in connection with the Project, including the Approvals; and

**WHEREAS**, such costs and expenses include but are not limited to, fees and expenses incurred by the Town for legal, engineering, technical and environmental consulting services in connection with the Project (“Costs”); and

**WHEREAS**, for purposes of determining Costs, references to the Town in this Agreement shall include the Town Board, Planning Board and Zoning Board of Appeals; and

**WHEREAS**, this Agreement shall be fully enforceable against Developer notwithstanding any existing requirements under the Zoning Law, State Environmental Quality Review Act (“SEQRA”) or otherwise; and

**WHEREAS**, the Town Board expects to act as lead agency for purposes of the SEQRA review for the Project, which has been preliminarily classified as a Type I action; and

**WHEREAS**, the Town Board has reviewed this Agreement and authorized the Town Supervisor to execute this Agreement on behalf of the Town.

**NOW THEREFORE**, in consideration of the mutual promises herein, the Town and Developer hereby agree as follows:

1. Developer shall pay the Town in full for all Costs incurred in connection with the Town's consideration of the Project, including but not limited to compliance with SEQRA, and any and all Approvals. Unless otherwise agreed, Developer shall not be required to pay the Town for any Costs associated with any litigation related to the Project, provided, however, that the Town shall not have any obligation whatsoever to defend any litigation which Developer does not agree in writing to fund within ten (10) business day of a written request from the Town to do so.

2. Upon execution of this Agreement, Developer shall deposit the sum of \$25,000.00 with the Supervisor of the Town of Neversink ("Town Supervisor"), who shall hold the funds in escrow in a non-interest bearing account and use such funds to pay Costs.

3. The Town Supervisor shall utilize the escrow account to pay Costs. The Town shall require each consultant to deliver to the Town and to Developer a copy of each itemized bill submitted for payment at least twenty (20) days before payment of such bill is due. In all events, the Town shall pay undisputed Costs when due. If Developer objects to any amount contained in any such bill, it shall notify the Town Supervisor in writing within fifteen (15) days of its receipt of such bill, including the reasons stated for such objection. The Town Supervisor, in consultation with the Town Attorney, shall determine the merits of such objection within fifteen (15) days of such written objection. To the extent it is determined that the objection has merit, to such extent, the disputed amount shall not be paid pending good faith negotiations between the Town Supervisor in consultation with the Town Attorney, and the Developer, for a period of twenty (20) days. If no resolution is reached during such time period, the matter shall be referred to the Town Board for its determination. All disputed Costs determined reasonable by the Town Board shall be promptly paid. To the extent Developer believes the Town Board determination breaches this Agreement, Developer shall have available those rights and remedies under New York State law to enforce this Agreement.

4. The Town Supervisor shall review all professional consulting invoices incurred under this Agreement and shall approve payment of only such Costs which he/she determines are reasonable.

5. At the request of Developer, the Town shall provide Developer with a proposed scope of work and estimate of the fees and expenses to be incurred for any task to be performed in reviewing the Project. Nothing in this Agreement shall be interpreted: as providing the Developer with approval authority over the scope, need or costs of any such work; or as limiting the Developer's obligation to pay, or the Town's right to be paid, actual Costs incurred that exceed any estimate delivered to Developer.

6. The Town shall notify Developer ten (10) days in advance of retaining any legal, engineering, technical, or other professional consultants.

7. Should the sums being maintained in the escrow account by the Town become reduced to the point where there remains \$7,500 or less in said escrow account, within ten (10) days after receipt of written notice of such balance from the Town, Developer shall replenish the escrow account with a deposit of at least the amount needed to increase the escrow account to \$25,000, or a lesser amount specified in the written notice.

8. In the event Developer fails to timely replenish the escrow account as provided in Paragraph 7 above, the Town may take one or more of the following actions:

- a. suspend all activities in furtherance of the Project until the required amounts have been deposited; or
- b. pay any Costs due that the escrow account balance is insufficient to cover, in which case Developer shall pay interest at 9% per year on such Costs paid by the Town.

Developer agrees that, in the event the Town suspends its activities under this Paragraph 8, Developer expressly agrees and consents to the extension of any applicable time frame that may otherwise apply to the Town and expressly waives any rights to seek to enforce any such time frame.

9. In the event Developer withdraws or abandons the Project, any balance remaining in the escrow account shall be refunded to Developer within ninety (90) days after the Town's receipt of a written notice of such withdrawal (the "Withdrawal Date"), provided that all costs incurred through the Withdrawal Date have been paid. In the event all Approvals have been obtained and all Costs have been paid, any remaining balance in the escrow account shall be refunded to Developer.

10. Nothing herein shall be interpreted as excusing the Developer's obligation to pay Costs or to adequately fund the escrow account to cover such Costs.

11. The parties acknowledge and agree that the Town possesses the right to require Developer to pay Costs pursuant to the Zoning Law and SEQRA. Nothing in this Agreement is

intended to limit in any way the Town's right to do so to the extent such Costs are not paid pursuant to this Agreement. Similarly, nothing in the Zoning Law or SEQRA is intended to limit in any way the Town's right to enter into and enforce this Agreement.

12. Developer hereby waives any and all claims of any kind or nature that this Agreement is unenforceable, either in whole or in part. Notwithstanding Paragraph 1, Developer agrees to release, indemnify and hold harmless, including payment of reasonable attorneys' fees and costs, incurred by the Town, to defend a challenge to enforceability of this Agreement.

13. This Agreement constitutes the entire and exclusive agreement between Developer and the Town concerning the subject matter herein and therein, and supersedes any prior or contemporaneous oral or written agreements or understandings.

14. No modifications to this Agreement shall be effective unless in writing and signed by both parties.

15. This Agreement shall be binding on and inure to the benefit of the respective successors, assigns, and personal representatives of the parties.

16. This Agreement shall be deemed to have been mutually drafted and shall be construed fairly and in accordance with its terms. No party shall be entitled to any presumption or construction in such party's favor as a result of any party assuming the burden of memorializing the parties' agreement hereunder.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Faxed or e-mailed signatures to this Agreement shall be binding for all purposes.

18. This Agreement shall be governed by the laws of the State of New York without reference to the conflict of laws rules thereof. The parties agree that any legal action or proceeding may only be brought in the Supreme Court of the State of New York, Sullivan County; and that both parties expressly waive any and all rights to pursue any legal action or proceeding in United States District Court.

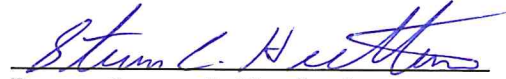
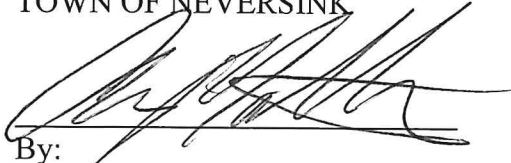
*[Signature page follows.]*



[Signature Page to Escrow Agreement Between Developer and Town of Neversink]

TOWN OF NEVERSINK

DEVELOPER

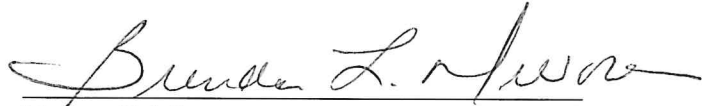


By:  
Town Supervisor

By: Steven C. Heetland

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

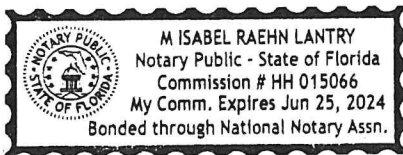
On the 25<sup>th</sup> day of April in the year 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Christopher Mathews, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF )

BRENDA L. DEVORE  
Notary Public, State of New York  
Sullivan County Clerk's No. 1715  
Commission Expires Dec. 31, 2024

On the 14<sup>th</sup> day of April in the year 2022, before me the undersigned, a Notary Public in and for said State, personally appeared STEVEN C. HEETLAND, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

GARIGLIANO LAW OFFICES, LLP  
449 BROADWAY - P.O. DRAWER 1069  
MONTICELLO, NEW YORK 12701-1069

WALTER F. GARIGLIANO  
BARBARA A. GARIGLIANO

(845) 796-1010  
FAX (845) 796-1040

April 15, 2022

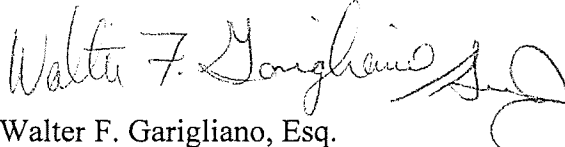
Town of Neversink Town Hall  
273 Main Street, P.O. Box 307  
Grahamsville, New York 12740  
Attn: Lisa Garigliano, Town Clerk

Re: Keriland Inc. w/ Town of Neversink  
Our File No. 7458.000

Dear Lisa:

Enclosed herewith please find Keriland, Inc. check No. 302, dated April 11, 2022, payable to the Town of Neversink, in the amount of \$25,000.00, pursuant to the Escrow Agreement, by and between the Town of Neversink and Keriland Inc.

Very truly yours,  
GARIGLIANO LAW OFFICES, LLP

  
Walter F. Garigliano, Esq.

WFG/sj  
Enc.  
70321-036

PRESS FIRMLY TO SEAL

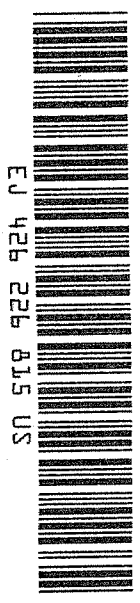
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Baronville Law Offices  
449 Broadway  
Monthauq NY 12701  
PHONE: 845-746-7810

DELIVERY OPTIONS (Customer Use Only)  
 SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.  
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 No Saturday Delivery (delivered next business day)  
 Sunday/Holiday Delivery Required (additional fee, where available)  
 10:30 AM Delivery Required (additional fee, where available)  
Refer to USPS.com or local Post Office for availability.

INTERNATIONALLY,  
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MAY BE REQUIRED.



2013 OD:12.5 x 9.5



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PO Zip Code 12701  
Scheduled Delivery Date 4/16  
Postage \$26.55  
Priority Mail

Date Accepted (MM/DD/YY) 4/15  
Scheduled Delivery Time 12:00 PM  
Residence Fee \$  
COD Fee \$

Time Accepted 4:47 AM  
10:30 AM Delivery Fee \$  
Return Receipt Fee \$  
Live Annual Transportation Fee \$

Special Handling/Fragile \$  
Sundays/Holiday Premium Fee \$  
Facil. Postage & Fees \$26.55

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Priority Rate \$  
Acceptance Employee Initials VT

DELIVERY POINT SERVICE (USE ONLY)  
Delivery Attempt (MM/DD/YY) Time  
Employee Signature

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Employee Signature

**Keriland, Inc.**

5401 S. Kirkman Rd., Suite 650  
Orlando, FL 32819

Bank United  
14917 Oak Lane  
Miami Lakes, FL 33016

302

267090594

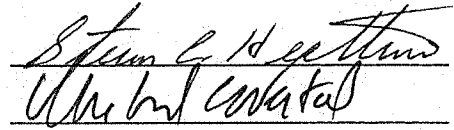
\*\*\*\* TWENTY FIVE THOUSAND AND 00/100 DOLLARS

TO THE  
ORDER OF

04/11/22

\$25,000.00\*\*

Town of Neversink



⑈000302⑈ ⑆267090594⑆9853273723⑈

DATE:04/11/22 CK#:302 TOTAL:\$25,000.00\*\* BANK:10bu3723 - Bank United - Checking  
PAYEE:Town of Neversink(town)

(Code)Property Address	(Date)Invoice	Description	Amount
(keriland)	(03/31/22)3/31/2022	Town Professional fees	25,000.00
			<hr/> 25,000.00

GARIGLIANO LAW OFFICES, LLP  
449 BROADWAY - PO DRAWER 1069  
MONTICELLO, NEW YORK 12701-1069

WALTER F. GARIGLIANO  
-----  
BARBARA A. GARIGLIANO

PHONE (845) 796-1010  
-----  
FAX (845) 796-1040

July 31, 2021

Town of Neversink  
273 Main Street, P.O. Box 307  
Grahamsville, New York 12740  
Attn: Christopher Mathews, Supervisor

*Via Email*

Re: Keriland Inc. – Kerilands Project  
Our File No. 7458.000

Dear Chris:

This letter is to update you on the status of preparing the information requested by your letter of May 13, 2021.

The development of a traffic management plan is ongoing. Determining the best access route to the proposed development is essential. A comprehensive traffic and road infrastructure analysis is nearing completion.

Geotechnical studies are also in progress to determine if sand, gravel and rock can be sourced from the project site. The avoidance of trucking road base material, concrete and blacktop from remote locations will reduce traffic impacts and likely be more cost effective.

It is Jonathan's vision for this project to be "best in class". Accordingly, our team is taking things one small step at a time to "get it right".

Once the preliminary site evaluation is complete, we will be in a position to submit a concept plan for consideration by the Town and its professional experts.

Very truly yours,  
GARIGLIANO LAW OFFICES, LLP

  
Barbara A. Garigliano, Esq.

BAG/sj

cc: Keith Zanetti, Councilperson  
Nicole Gorr, Councilperson  
Scott Grey, Councilperson  
Richard I. Coombe, Jr., Councilperson  
Phillip Coombe, III, Planning Board Chairman  
Jonathan Leitersdorf  
Jim Tinson  
Nicholas Baran  
Walter F. Garigliano, Esq.

*Via Email*  
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*Via Email*

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GARIGLIANO LAW OFFICES, LLP  
449 BROADWAY - P.O. DRAWER 1069  
MONTICELLO, NEW YORK 12701-1069

WALTER F. GARIGLIANO  
BARBARA A. GARIGLIANO

(845) 796-1010  
FAX (845) 796-1040

April 27, 2021

Town of Neversink  
273 Main Street, P.O. Box 307  
Grahamsville, New York 12740  
Attn: Christopher Mathews, Supervisor

*Via Email*

Re: Keriland Inc. – Kerilands Project  
Our File No. 7458.000

Dear Chris:

Thanks to you and the Board for hosting a special meeting to allow Jonathan Leitersdorf and his team to share the vision, site information and preliminary planned programming for Kerilands.

We acknowledge Geri's efforts and were sorry for the stress she endured trying to get the Town's Zoom equipment to perform.

In an effort to avoid similar issues at future meetings, we advance this information to help the Town troubleshoot the problem. We do not attribute any of the issues to Geri or her efforts. What was occurring was connectivity based, in the opinion of the tech experts trying to assist us. When Nick would advance a slide, it would instantly appear on the laptop that Geri and I were sitting behind. The slide was not visible on the monitor being observed by local presenters, the Town Board or person present at the meeting for twenty (20) to forty (40) seconds, timing probably dependent on the size of the data on each slide.

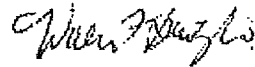
This delay caused the presenters to be out of sync with either the Town Hall monitor or the slide appearing on participants' screens. For most of the evening, these slides were different. When Jonathan asked for slides to be advanced and the new slide(s) appeared on his screen, he would describe the aspect of his vision represented by the slide on his screen. Those in the Town Hall were almost always viewing an earlier slide.

When Jim and Barbara were presenting based on what was appearing on the Town Hall monitor, the slide being viewed by everyone else was the next or sometimes the second succeeding slide.

Hopefully the presenters were able to adjust remarks so that the information provided made sense. That said, technology failures are frustrating. If another meeting is held using the Town's equipment, please allow our tech experts access in advance so the bugs in the system can be corrected.

Based on the current status of information, please consider scheduling a joint Town Board/Planning Board meeting for late May so the Keriland's Project team can present a sketch plan showing early stage planning for the site and commence the collaborative design process with the experts the Town has engaged.

Very truly yours,  
GARIGLIANO LAW OFFICES, LLP



Walter F. Garigliano, Esq.

WFG/sj

cc: Richard I. Coombe, Jr.  
Keith Zanetti  
Scott Grey  
Nicole Gorr  
Jonathan Leitersdorf  
Jim Tinson  
Nick Baran  
Barbara A. Garigliano, Esq.

*Via Email*  
*Via Email*  
*Via Email*  
*Via Email*  
*Via Email*  
*Via Email*  
*Via Email*  
*Via Email*



## Town Clerk (Town of Neversink)

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**From:** Walter Garigliano <Walter@GariglianoLaw.com>  
**Sent:** Tuesday, April 27, 2021 5:39 PM  
**To:** 'Lisa Garigliano'; Christopher Mathews (mascar593@yahoo.com); Ric Coombe (rcoombe@granitelp.com); Keith Zanetti; 'Scott Grey'; Nicole Gorr; Planning and Zoning (Town of Neversink)  
**Cc:** yoyo@shalom.com; Jim Tinson (JTinson@harthowerton.com); Nicholas Baran; Barbara Garigliano; Moshe Ziv (moishziv@gmail.com)  
**Subject:** Kerilands - letter to Town of Neversink re: last night's presentation  
**Attachments:** Kerilands - Letter to Supervisor Mathews.pdf

Attached is a .pdf image of my letter to Supervisor Mathews, with a copy to the Town Board members, regarding last night's presentation re: Keriland and requesting a joint Town Board/Planning Board meeting be scheduled for late May.

Unless travel restrictions change again Jonathan should be in the US by the first week of May. Once he can get his "boots on the ground" a sketch plan map can be developed fairly quickly. As you likely noted last night, Hart Howerton has completed most of the background studies necessary to develop a sketch plan.

Thanks again from me, Barbara, Jonathan and Jim for your attention to the presentation to introduce Kerilands. Walter

Walter F. Garigliano, Esq.  
GARIGLIANO LAW OFFICES, LLP  
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KERILAND INC.  
5401 S Kirkman Road, Suite 650  
Orlando, Florida 32819

April 6th, 2021

Town of Neversink  
273 Main Street, P.O. Box 307  
Grahamsville, New York 12740  
Attn: Christopher Mathews, Supervisor

Re: Keriland Inc.

Dear Chris:

Keriland Inc. is the owner of three thousand one hundred fifty (3,150) acres in the Willowemoc area lying between Pole Road, Hunter Road and Blue Hill Road. My family's entities have owned this land since twenty-five (25) separate parcels were assembled in the 1960s by my grandfather, Moshe Mayer.

We are exploring the development of this property and would request the opportunity to present our vision to the Town Board. It now appears that I will be able to travel from my home in Switzerland to the United States in mid-April. A meeting with the Town Board on the evening of April 26, 2021 would be ideal, if not inconvenient for the Town.

My purpose in requesting this meeting is three-fold. First, we would like to provide the Town with information we have developed about the property. Second, we have had a few visioning meetings with local property owners and organizations and from those experiences, we want to present our vision for this project and anticipated programming. Lastly, I want to discuss the possibility of the Town adopting an overlay zoning district encompassing this property. Under the Town's present RC zoning, we would be limited to larger single-family lots (minimum of five (5) acres). The site has extensive road frontage so while a great number of lots are possible, we feel there is a more beneficial development strategy if an overlay zone is adopted, allowing the clustering of uses and protection of a portion of the site.

Our presentation will be about forty (40) minutes and we are happy to respond to questions following the presentation. I would have liked to meet with the Town long ago but travel restrictions due to the COVID-19 pandemic prevented me from traveling to the United States.

Your consideration of this request is greatly appreciated.

Very truly yours,  
Keriland Inc.

A handwritten signature in black ink, appearing to read 'Jonathan Leitersdorf', written over a horizontal line.

By: Jonathan Leitersdorf, President

cc: Hart Howerton/Attn: A. James Tinson, CEO  
Barbara A. Garigliano, Esq.

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