

MOHEGAN SUN AT THE CONCORD
Exhibit VIII.C.17.c INFRASTRUCTURE REQUIREMENTS

Necessary utility improvements:

Improvements will need to be made to existing water systems, sanitary sewer lines and electrical service as follows:

Water: It is proposed to connect to the existing Village of Monticello owned water main located on Concord Road near the intersection of Route 42 and install a 16" water main in the bed of Concord Road to its intersection with Kiamesha Lake Road. The 16" main will be extended along Kiamesha Lake Road approximately 700 feet from the Concord Road intersection. This extension will provide for the facility's potable water needs and a portion fire demand. The balance of the fire demand will be met by hydrants connections to an existing water main on Kiamesha Lake Road owned by Kiamesha Artesian Spring Water Company.

Sewer: The entire Mohegan Sun at the Concord site falls within the Kiamesha Lake Sewer District. The treatment plant has a significant amount of excess capacity and in accordance with the Fifth Modification of the Stipulated Settlement Agreement between the Town of Thompson, Kiamesha Lake Sewer District and Concord Associates, LP (attached), the applicant has an allocated capacity of 825,000 gallons per day (significantly higher than anticipated flows) to use or assign at his discretion. The proposed casino hotel will be served a gravity sewer main to be constructed that will traverse the property and connect to an existing sewer manhole on Concord Road. There are some minor repairs to be made to the existing receiving sewer lines but the work is not significant. However minor, these repairs will mitigate inflow and infiltration that may be currently occurring in the section of sewer that is proposed to be connected to.

Electric: New electric primaries will be installed with connections to the existing Kiamesha and Concord substations. The facility peak demand of 6000kw will be supported by both electric substations since any one alone cannot sufficiently and reliably accommodate the peak demand. Each substation existing transformers can provide for the estimated demand. New overhead and underground primary voltage wiring from the substations to the facility will be required to be installed.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

CONCORD ASSOCIATES, L.P.

Plaintiff,

- against -

THE TOWN OF THOMPSON and THE KIAMESHA LAKE SEWER DISTRICT
OF THE TOWN OF THOMPSON

Defendants,

FIFTH MODIFICATION AGREEMENT TO THE
SETTLEMENT STIPULATION and AGREEMENT
together with Notice of Entry

STOLOFF & SILVER, LLP
Attorneys for Plaintiffs
26 Hamilton Avenue, P.O. Box 1129
Monticello, New York 12701
(845) 794-4300

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the Courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: _____

Signature: _____
Print Signer's Name: _____

Service of a copy of the within
Dated: _____

is hereby admitted.

Attorney(s) for

PLEASE TAKE NOTICE

that the within is a (certified) true copy of a Fifth Modification Agreement to the Settlement Stipulation and Agreement entered in the office of the Clerk of the within Court on January 25, 2012

that an Order of which the within is a true copy will be presented for settlement to the Hon. _____ one of the judges of the within named Court, at _____ on _____, 20____, at _____ .M.

Dated: January 26, 2012

STOLOFF & SILVER, LLP
Attorneys for: Plaintiff/Petitioner
26 Hamilton Avenue, P.O. Box 1129
Monticello, New York 12701
(845) 794-4300

TO:

Attorney(s) for

**FIFTH MODIFICATION AGREEMENT TO THE
SETTLEMENT STIPULATION and AGREEMENT**

This Agreement, ("Modification Agreement") made as of the 19th day of December, 2011, by and between **CONCORD ASSOCIATES, L.P.**, with offices located at Concord Road, P.O. Drawer B, Kiamesha Lake, New York 12751 (hereinafter referred to as "Plaintiff/Petitioner" or "CALP"), party of the first part and the Plaintiff/Petitioner in the actions referenced by caption in Exhibit "1" attached hereto (the "Actions") and **THE TOWN OF THOMPSON**, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York, with office and place of business located at 4052 State Route 42, Monticello, New York 12701 (hereinafter referred to as "Defendant/Respondent" or as "Town") and **THE KIAMESHA LAKE SEWER DISTRICT OF THE TOWN OF THOMPSON**, a municipal sewer district duly organized and existing in the Town of Thompson, Sullivan County, New York, with an office and place of business located at % The Town of Thompson, 4052 State Route 42, Monticello, New York 12701 (hereinafter referred to as a "Defendant/Respondent" or as "KLSD"), parties of the second part and Defendants/Respondents in the Actions (Town and KLSD being sometimes hereinafter referred to collectively as the "Municipality") and the parties of the first part and second part being sometimes hereinafter referred to collectively as the "Parties".

WHEREAS, the Parties have heretofore entered into a Settlement Stipulation and Agreement made August 5, 2003 and "SO ORDERED" by the Hon. Nicholas A. Clemente, Justice of the Supreme Court, on August 7, 2003, and entered in the Sullivan County Clerk's Office on August 13, 2003, and

RECEIVED
SULLIVAN COUNTY CLERK'S OFFICE
AUG 13 2003

WHEREAS, the parties have heretofore entered into a Modification Agreement to the Settlement Stipulation and Agreement made as of March 1, 2004 and So Ordered the Hon. Nicholas A. Clemente, Justice of the Supreme Court, on March 4, 2004, and entered in the Sullivan County Clerk's Office on March 5, 2004, and

WHEREAS, the parties have heretofore entered into a Second Modification Agreement to the Settlement Stipulation Agreement made as of March 1, 2004 and "SO ORDERED" by the Hon. Nicholas A. Clemente, Justice of the Supreme Court, on April 21, 2004, and entered in the Sullivan County Clerk's Office on April 22, 2004, and

WHEREAS, the parties have heretofore entered into a Third Modification Agreement to the Settlement Stipulation Agreement, made as of June 1, 2004 and "SO ORDERED" by the Hon. Nicholas A. Clemente, Justice of the Supreme Court, on June 2, 2004, and entered in the Sullivan County Clerk's Office on June 3, 2004, and

WHEREAS, the parties have entered into a Fourth Modification Agreement to the Settlement Stipulation Agreement, made as of July 3, 2007 and "SO ORDERED" by the Hon. Robert A. Sackett, Justice of the Supreme Court, on August 21, 2007, and entered in the Sullivan County Clerk's Office on August 28, 2007, and

WHEREAS, this Fifth Modification Agreement to the Settlement Stipulation Agreement is intended to modify Section "6" of the Fourth Modification Agreement to the Settlement Stipulation and Agreement dated July 3, 2007 and "SO ORDERED" by the Hon. Robert A. Sackett, Justice of the Supreme Court, on August 21, 2007, and entered in the Sullivan County Clerk's Office on August 28, 2007, on mutual consent, to extend CALP's time frame to meet certain minimum average daily flows as set forth therein, and

WHEREAS, it is the intention of the parties to be bounded in all other respects pursuant to the terms and provisions of the aforesaid Settlement Stipulation and Agreement, Modification Agreement to the Settlement Stipulation and Agreement, Second Modification Agreement to the Settlement Stipulation and Agreement, Third Modification Agreement to the Settlement Stipulation and Agreement, and Fourth Modification Agreement to the Settlement Stipulation and Agreement, all of which have been *"SO ORDERED"* by the Court, except as modified herein,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties and their respective attorneys do hereby stipulate and agree as follows:

1. MODIFICATION TO AND RESTATEMENT OF SECTION 6:

6. USE/RESERVE OF SEWER FLOW

6.1 The Town and KLSD, hereby reserve for the exclusive use by and for Parcel A and/or Parcels B and/or Parcels C, as CALP in its sole discretion may allocate to amongst any and/or all of of such parcels and/or any assignee or transferee thereof (the "Qualified Reserve Users"), the combined capacity and use of One Million (1,000,000) gallons per day of the existing capacity of KLSD, which amount of capacity may be used only by and will be reserved exclusively for the Qualified Reserve Users (the "Reserve"); provided however:

(A) that the Qualified Reserve Users shall have metered use of a minimum Average Daily Flow of One Hundred Twenty-Five Thousand (125,000) gallons per day of sewage for any month during 2014 or as an average for the year 2014, or the Reserve will be reduced to Eight Hundred Twenty-Five Thousand (825,000) gallons per day, plus the actual

amount of Average Daily Flow for the year 2014, effective January 1, 2015, and; provided further,

(B) that the Qualified Reserve Users shall have metered use of a minimum Average Daily Flow of Three Hundred Fifty Thousand (350,000) gallons per day of sewage for any month during 2017 or as an average for the year 2017, or the Reserve will be reduced to Six Hundred Fifty Thousand (650,000) gallons per day, plus the actual amount of Average Daily Flow for the year 2017, effective January 1, 2018.

6.2 The Reserve will be made a part of the official minutes of the Town Planning Board, it being the intention of the parties hereto that the capacity so reserved, except as otherwise provided herein, will be guaranteed to the Qualified Reserve Users, as allocated by CALP, and that the Town Board will thereafter be restricted hereby as to the establishment of any sewer district extensions, and the Town Board and Town Planning Board will thereafter be limited as to the further approval of any present or future site plan(s) and/or subdivision plan(s) of any current KLSD constituent and/or any extension user with a reasonably projected Average Daily Flow for the completed and fully occupied and/or used plan, project and/or subdivision of Fifty Thousand (50,000) gallons per day or greater, to the extent that the approval by the Town Board of any such KLSD district extensions and/or of the Town Board and/or the Town Planning Board of any such site plan(s) and/or subdivision plan(s) shall require (a) that KLSD then has existing available capacity to fully accommodate such requirements after taking into account the Reserve; or (b) the development of additional capacity by and of the KLSD (which shall only be accomplished in accordance with and pursuant to the applicable provisions and restrictions included in Section 7 of this Agreement).

It is further understood and agreed that from and after December 31, 2015, the Town Planning Board may give consideration to any development or proposal for development which may use a portion of the Reserve allocated to CALP; provided that, in no event shall the Reserve be reduced pursuant to this provision below Six Hundred Fifty Thousand (650,000) gallons per day plus the actual amount of Average Daily Flow during the immediately preceding years for the period from January 1, 2016 through December 31, 2018, and; provided further, that in no event shall the Reserve be reduced pursuant to this provision below 650,000 plus the actual amount of Average Daily Flow during the immediately preceding year with respect to any date on or after January 1, 2019; provided further, that CALP shall be given notice of any hearing or review process with respect to such review and the Town may approve such development or proposal for development unless CALP shall have filed a bona fide application (prior to the filing of such proposal) to develop lands within the KLSD and shall have commenced fulfillment of such project and compliance with such approval within one year following final approval by the Town Planning Board which is not subject to judicial review. Upon granting such approval, the Reserve set forth in paragraph 6.1 shall be extinguished to the extent that such reserve is allocated to, and actually used by, the third party development.

2. GENERAL PROVISIONS

2.1 Except as modified herein, the Settlement Stipulation and Agreement made August 5, 2003 and "*SO ORDERED*" by the Hon. Nicholas A. Clemente, Justice of the Supreme Court, on August 7, 2003 and entered in the Sullivan County Clerk's Office on August 13, 2003, the Modification Agreement to the Settlement Stipulation and Agreement made as of March 1, 2004 and "*SO ORDERED*" by the Hon. Nicholas A. Clemente, Justice of the Supreme Court, on

March 4, 2004 and entered in the Sullivan County Clerk's Office on March 5, 2004, the Second Modification Agreement to the Settlement Stipulation and Agreement, made as of March 1, 2004 and "SO ORDERED" by the Hon. Nicholas A. Clemente, Justice of the Supreme Court, on March April 21, 2004 and entered in the Sullivan County Clerk's Office on April 22, 2004, the Third Modification Agreement to the Settlement Stipulation and Agreement, made as of June 1, 2004 and "SO ORDERED" by the Hon. Nicholas A. Clemente, Justice of the Supreme Court, on June 2, 2004 and entered in the Sullivan County Clerk's Office on June 3, 2004, and the Fourth Modification Agreement to the Settlement Stipulation and Agreement, made as of July 3, 2007 and "SO ORDERED" by the Hon. Robert A. Sackett, Justice of the Supreme Court, on August 21, 2007 and entered in the Sullivan County Clerk's Office on August 28, 2007, shall remain in full force and effect and shall continue to be binding and conclusive upon the parties.

2.2 **Assignment.** This Fifth Modification Agreement and any and all rights and/or obligations included hereunder may (a) not be assigned by KLSD and/or the Town, and (b) may be assigned or transferred by CALP but only to any Qualified Reserve User; provided any assignee and/or transferee, including but not limited to any sovereign entity or lands taken into trust for and on behalf of any sovereign entity which may become a Qualified Reserve User, shall (i) consent to the authority and jurisdiction of the Town and the KLSD over and with respect to the Sewage Works to be provided to such Qualified Reserve User, or (ii) enter into a Sewer Service Agreement or other similar agreement or compact with the Town and/or the KLSD, as the Town and/or the KLSD may reasonably require, which will as exactly, and if not possible, as nearly as possible give full force and effect to, and to substitute for, the terms and conditions of this Fifth Modification Agreement and the Agreement, the Modification

Agreement, the Second Modification Agreement, the Third Modification Agreement and the Fourth Modification Agreement. It is understood and agreed that any such agreement with a sovereign shall contain at a minimum either a submission to the taxing authority of the State or in the alternative a limited waiver of sovereign immunity and a dispute resolution procedure that will ensure the prompt enforcement of any payment obligation that shall arise under the Agreement and the Modification Agreement, Second Modification Agreement, Third Modification Agreement, Fourth Modification Agreement and this Fifth Modification Agreement including but not limited to a requirement that before contesting any charge in any court or before any administrative body, the sovereign shall be required to pay all outstanding charges then due to the Town and KLSD and the right to terminate use of the system.

2.3 **Further Documents.** The parties hereto will execute such further and other document(s) and instrument(s), and take such action(s) and step(s) as are necessary or advisable in order to give full effect to the intent of the provisions of this Fifth Modification Agreement.

2.4 **Governing Law.** This Fifth Modification Agreement shall be construed and interpreted in accordance with the laws of the State of New York, without regard to conflict of laws principals.

2.5 **Remedies.** The terms and provisions of this Fifth Modification Agreement may be enforced by either party in an action in law or in equity, including an action for specific performance and/or other injunctive relief to give full force and effect to the letter and intent of this Fifth Modification Agreement.

2.6 **Severability.** The Doctrine of Severability shall *not* apply to the Settlement Stipulation and Agreement, the Modification Agreement to the Settlement Stipulation and Agreement, the Second Modification Agreement to the Settlement Stipulation and Agreement, the Third Modification Agreement to the Settlement Stipulation and Agreement, the Fourth Modification Agreement to the Settlement Stipulation and Agreement and this Fifth Modification Agreement to the Settlement Stipulation and Agreement.

2.7 **Modification.** This Fifth Modification Agreement is made in accordance with paragraph 8.9 of the Settlement Stipulation and Agreement made August 5, 2003, paragraph 2.7 of the Modification Agreement made as of March 1, 2004, paragraph 2.7 of the Second Modification Agreement made as of March 1, 2004, paragraph 2.7 of the Third Modification Agreement made as of June 1, 2004 and paragraph 2.7 of the Fourth Modification Agreement made as of July 3, 2007. Any further modification to this Fifth Modification Agreement, the Fourth Modification Agreement, the Third Modification Agreement, the Second Modification Agreement, the Modification Agreement and the Settlement Stipulation and Agreement may only be amended or modified by a writing executed by each of the three (3) Parties hereto, and approved by the Court as required.

2.8 **Effect.** This Fifth Modification Agreement, the Fourth Modification Agreement, the Third Modification Agreement, the Second Modification Agreement, the Modification Agreement and the Settlement Stipulation and Agreement, as modified hereby, upon fulfillment of the conditions specific in Section 1 of the Settlement Stipulation and Agreement shall be binding upon the Parties hereto and any and all permitted successors and assigns, and shall supercede and replace to the extent herein modified, the Settlement Stipulation and

Agreement made August 5, 2003, the Modification Agreement to the Settlement Stipulation and Agreement made March 1, 2004, the Second Modification Agreement to the Settlement Stipulation and Agreement made as of March 1, 2004, the Third Modification Agreement to the Settlement Stipulation and Agreement made as of June 1, 2004 and the Fourth Modification to the Settlement Stipulation and Agreement made as of July 3, 2007, with respect to the subject matter hereof.


2.9 **Counterparts.** This Fifth Modification Agreement may be executed in any number of counter-parts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

2.10 **Presentation to Court.** The parties agree that any party may present this Fifth Modification Agreement to a Justice of the Supreme Court to whom the matter is re-assigned, for the purpose of having this Fifth Modification Agreement "SO ORDERED" and thereupon entered in the Sullivan County Clerk's Office. It is understood and agreed that the digital signature or documents bearing digital signatures shall be deemed to be the same as manually signed documents by any party or by their respective attorneys.

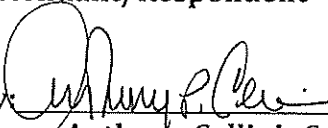
SEE ATTACHED SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date and year first written above, intending to be bound thereby.

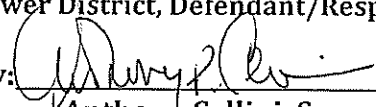
CONCORD ASSOCIATES, L.P.
Plaintiff/Petitioner
By Convention Hotels, Inc., G.P.

By: 
Louis R. Cappelli, President

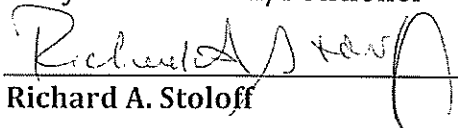
TOWN OF THOMPSON
Defendant/Respondent


By: 
Anthony Cellini, Supervisor

TOWN OF THOMPSON, Acting for
and on behalf of the Kiamesha Lake
Sewer District, Defendant/Respondent

By: 
Anthony Cellini, Supervisor

STOLOFF & SILVER, LLP
Attorneys for Plaintiff/Petitioner

By: 
Richard A. Stoloff

By: 
Michael Mednick, Esq.
Town Attorney/Town of Thompson

SO ORDERED

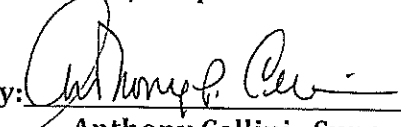
HON.
Justice of the Supreme Court
_____, 20____

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date and year first written above, intending to be bound thereby.

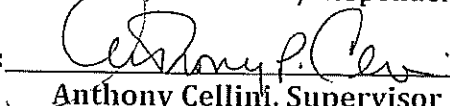
CONCORD ASSOCIATES, L.P.
Plaintiff/Petitioner
By Convention Hotels, Inc., G.P.

By: 
Louis R. Cappelli, President

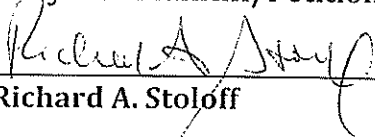
TOWN OF THOMPSON
Defendant/Respondent


By: 
Anthony Cellini, Supervisor

TOWN OF THOMPSON, Acting for
and on behalf of the Kiamesha Lake
Sewer District, Defendant/Respondent


By: 
Anthony Cellini, Supervisor

STOLOFF & SILVER, LLP
Attorneys for Plaintiff/Petitioner

By: 
Richard A. Stoloff

By: 
Michael Mednick, Esq.
Town Attorney/Town of Thompson

SO ORDERED


HON. Richard H. McKeon
Justice of the Supreme Court
1/21, 2012

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN x
CONCORD ASSOCIATES, L.P.

Plaintiff/Petitioner

- against -

Index No: 601/99

THE TOWN OF THOMPSON and THE KIAMESHA
LAKE SEWER DISTRICT OF THE TOWN OF
THOMPSON,
Defendant/Respondent. x

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN x
CONCORD ASSOCIATES, L.P.

Plaintiff/Petitioner

- against -

RJI No: 52-17757-99
Assigned to: Hon.
Nicholas A. Clemente

Index No: 616/00

THE TOWN OF THOMPSON and THE KIAMESHA
LAKE SEWER DISTRICT OF THE TOWN OF
THOMPSON,
Defendant/Respondent. x

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN x
CONCORD ASSOCIATES, L.P.

Plaintiff/Petitioner

- against -

RJI No: 52-18927-00
Assigned to: Hon.
Nicholas A. Clemente

Index No: 915/01

THE TOWN OF THOMPSON and THE KIAMESHA
LAKE SEWER DISTRICT OF THE TOWN OF
THOMPSON,
Defendant/Respondent. x

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN x
CONCORD ASSOCIATES, L.P.,

Plaintiff/Petitioner,

- against -

RJI No: 52-20092-01
Assigned to: Hon.
Nicholas A. Clemente

Index No: 899/02

THE TOWN OF THOMPSON and THE KIAMESHA
LAKE SEWER DISTRICT OF THE
TOWN OF THOMPSON,
Defendants/Respondents.x

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN x
CONCORD ASSOCIATES, L.P.,

Plaintiff/Petitioner,

- against -

RJI No: 52-21056-02
Assigned to: Hon.
Nicholas A. Clemente

Index No: 847/03

THE TOWN OF THOMPSON and THE KIAMESHA
LAKE SEWER DISTRICT OF THE
TOWN OF THOMPSON,
Defendants/Respondents.x

RJI No: 52-22000-03
Assigned to: Hon.
Nicholas A. Clemente

EXHIBIT "1"