

Minutes of a Regular Meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York on **April 16, 2013.**

ROLL CALL:

Present: Supervisor Anthony P. Cellini, Presiding
Councilman Richard Sush
Councilman Sharon Jankiewicz
Councilman Peter T. Briggs
Councilman Scott Mace

APPROVED

Also Present: Marilee J. Calhoun, Town Clerk
Michael B. Mednick, Attorney for the Town
Richard Benjamin, Jr., Highway Superintendent
Logan E. Ottino, Code Enforcement Officer
Gary J. Lasher, Comptroller
Gerald Fielding, Town Historian

REGULAR MEETING – CALL TO ORDER

Supervisor Cellini opened the meeting at 7:30 PM with the Pledge to the Flag.

APPROVAL OF MINUTES:

On a motion made by Councilman Briggs and seconded by Councilman Jankiewicz the minutes of the April 2nd, 2013 Regular Town Board Meeting were approved as presented.

Vote: Ayes 5 Cellini, Jankiewicz, Briggs, Sush and Mace
 Nays 0

PUBLIC COMMENT:

Steven Gottlieb of Rock Hill Fire Department commented on the Empire State Performance Road Rally event scheduled to take place this weekend April 20th and 21st in the Rock Hill area.

CORRESPONDENCE:

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

- 1) Check # 6818 dated 04/04/2013 from Southern Tier Title Agency LLC made payable to Town of Thompson in the amount of \$1,100.00 for title searches on the Kutsher's properties, 22 parcels.
- 2) Letter dated 04/08/2013 from Mildred A. Hogue to Supervisor Cellini and Town Board regarding her Resignation as Secretary to the Building Department effective immediately. Town Clerk Marilee J. Calhoun was directed to send her a letter on behalf of the Town Board accepting her Resignation and thanking her for her many years of service given to the Town and wishing her the best in all her future endeavors.

- 3) Sullivan County Visitors Association (SCVA) will be holding a Marketing and Development Workshop on Tuesday, April 23rd, 2013 from 1pm to 6pm at The Sullivan in Rock Hill. Anyone interested in attending must register before April 15th. They should complete the registration form provided and return it back to the (SCVA).
- 4) Certificate of Final Special Franchise Full Value dated 03/27/2013 from the NYS Department of Taxation and Finance Office of Real Property Tax Services for city and town assessment roll to be filed in 2013. The Full Value for the Town is \$13,377,589, which has decreased \$1,508,154 from last year.
- 5) Memo dated 04/03/2013 from Edward McAndrew, P.E. Deputy Commissioner of the County of Sullivan Division of Public Works to various municipality representatives regarding the Snow & Ice Watch. The County DPW ended the snow and ice watch on Friday, April 12th, 2013.
- 6) Letter dated 04/04/2013 from Marilee J. Calhoun, Town Clerk to Lebaum Company, Inc. regarding a notice of claim for Hillary A. Peterson vs. Town of Thompson, Date of Loss: 03/19/2013.
- 7) Press Release: dated 04/04/2013 entitled "Empire Resorts Files Registration Statement for Planned Rights Offering".
- 8) Notice of Inspections dated 03/04/2013, 03/22/2013 & 04/03/2013 regarding NYS Department of Agriculture and Markets Municipal Inspections/Reports for Katskill Mountain Critters and Middletown Humane Society.
- 9) Letter dated 03/18/2013 from William J. Rogers II, NYSEG Manager – Regional Operations to NYSEG Customers regarding their NYSEG Services in the Liberty area involving Superstorm Sandy Damage Assessment Survey.

AGENDA ITEMS:

11. EMPIRE STATE PERFORMANCE RALLY RESOLUTION/AGREEMENT

Supervisor Cellini said that there is a new license agreement between the Town and Empire State Performance Rally, Inc. for the Road Rally Event this weekend.

Supervisor Cellini said that the original agreement was between the Town and Rally, New York, Ltd who was the former sponsor of the Road Rally Event. The Town requires an agreement with the new sponsor of the event. Both agreements with both sponsors expire on December 31st, 2013. The Certificate of Insurance for the event has also been received naming the Town and others Additional Insured. A copy of the road closure scheduled was also provided.

The Following Resolution Was Duly Adopted: Res. No. 132 of the Year 2013.

Resolved, that the Town Board hereby approves the License Agreement to Permit Empire State Performance Rally, Inc. to use Town Highways for Speed Contests and

and execute a formal written stipulation of settlement and to bind the Town thereto, such stipulation to be in form approved by the said attorneys.

3. That said Michael B. Mednick, Esq. and Nora Hughson, Assessor, be, and they hereby authorized and empowered to execute any and all other documents and take such other steps as may be reasonably necessary and incidental to effect and finalize the settlement of the subject proceeding.

Moved by: Councilman Sharon Jankiewicz

Seconded by: Councilman Peter T. Briggs

and a roll call vote thereon as follows:

| | |
|-------------------------------|------------|
| Supervisor Anthony P. Cellini | voting Aye |
| Councilman Peter T. Briggs | voting Aye |
| Councilman Sharon Jankiewicz | voting Aye |
| Councilman Richard Sush | voting Aye |
| Councilman Scott Mace | voting Aye |

2. TAX CERTIARI SETTLEMENT: LAURENCE MIRESSI & CAROL CONTI, SBL# 42.-5-17

Attorney Mednick explained the above property tax settlement proceeding being presented. Attorney Mednick and Assessor Nora J. Hughson are recommending that the settlement be approved as per the presented Resolution. The Town Board took action on the settlement as follows:

The Following Resolution Was Duly Adopted: Res. No. 134 of the Year 2013.

RESOLUTION AUTHORIZING SETTLEMENT OF A PROCEEDING INSTITUTED UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW AGAINST THE TOWN OF THOMPSON

WHEREAS, Laurence Miressi and Carol Conti have instituted proceedings under Article 7 of the Real Property Tax Law to review the assessment of Tax Map Parcel Section 42, Block 5, Lot 17, and which proceeding is pending in the Supreme Court of the State of New York, County of Sullivan, under Index No. 2059-2012; and

WHEREAS, the parties herein have appeared through counsel, to wit, Michael B. Mednick, Esq., on behalf of respondents, and Marvin Newberg, Esq., on behalf of petitioners; and

WHEREAS, negotiations by and between the parties hereto have produced a proposed settlement of the issues and matters in dispute, and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to petitioners' 2012 assessment, to wit, a reduction in the assessment of petitioners' real property, SBL 42-5-17 from \$365,000.00 to \$310,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson as follows:

1. That the settlement of the above referenced proceeding be, and the same hereby is in all respects approved and confirmed.

2. That Michael B. Mednick, Esq., attorney for the Town of Thompson, and Nora Hughson, Assessor, be, and they hereby are authorized, empowered and directed to enter into and execute a formal written stipulation of settlement and to bind the Town thereto, such stipulation to be in form approved by the said attorneys.

3. That said Michael B. Mednick, Esq. and Nora Hughson, Assessor, be, and they hereby authorized and empowered to execute any and all other documents and take such other steps as may be reasonably necessary and incidental to effect and finalize the settlement of the subject proceeding.

Moved by: Councilman Sharon Jankiewicz

Seconded by: Councilman Scott Mace

and a roll call vote thereon as follows:

| | |
|-------------------------------|------------|
| Supervisor Anthony P. Cellini | voting Aye |
| Councilman Peter T. Briggs | voting Aye |
| Councilman Sharon Jankiewicz | voting Aye |
| Councilman Richard Sush | voting Aye |
| Councilman Scott Mace | voting Aye |

3. TAX CERTIARI SETTLEMENT: MARK & ZINAIDA GURTOVY, ET AL (CAMELOT WOODS), APPROXIMATELY 132 PARCELS

Attorney Mednick explained the above property tax settlements proceeding being presented. Attorney Mednick and Assessor Nora J. Hughson are recommending that the settlements be approved as per the presented Resolution. The Town Board took action on the settlements as follows:

The Following Resolution Was Duly Adopted: Res. No. 135 of the Year 2013.

RESOLUTION AUTHORIZING SETTLEMENT OF A PROCEEDING INSTITUTED UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW AGAINST THE TOWN OF THOMPSON

WHEREAS, Mark & Zinaida Gurtovy, et al. have instituted proceedings under Article 7 of the Real Property Tax Law to review the assessment of multiple tax map parcels contained

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within Camelot Woods, and which proceeding is pending in the Supreme Court of the State of New York, County of Sullivan, under Index No. 2049-2012; and

WHEREAS, the parties herein have appeared through counsel, to wit, Michael B. Mednick, Esq., on behalf of respondents, and Richard A. Newberg, Esq., on behalf of petitioners; and

WHEREAS, negotiations by and between the parties hereto have produced a proposed settlement of the issues and matters in dispute, and

WHEREAS, the proposed settlement, attached hereto as Schedule A², will also result in a fair and equitable resolution of the complaint with respect to petitioners' 2012 assessment, to wit, a reduction in the assessment of petitioners' real property, as set forth on Schedule A.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson as follows:

1. That the settlement of the above referenced proceeding be, and the same hereby is in all respects approved and confirmed.

2. That Michael B. Mednick, Esq., attorney for the Town of Thompson, and Nora Hughson, Assessor, be, and they hereby are authorized, empowered and directed to enter into and execute a formal written stipulation of settlement and to bind the Town thereto, such stipulation to be in form approved by the said attorneys.

3. That said Michael B. Mednick, Esq. and Nora Hughson, Assessor, be, and they hereby authorized and empowered to execute any and all other documents and take such other steps as may be reasonably necessary and incidental to effect and finalize the settlement of the subject proceeding.

Moved by: Councilman Richard Sush

Seconded by: Supervisor Anthony P. Cellini

and a roll call vote thereon as follows:

| | |
|-------------------------------|------------|
| Supervisor Anthony P. Cellini | voting Aye |
| Councilman Peter T. Briggs | voting Aye |
| Councilman Sharon Jankiewicz | voting Aye |
| Councilman Richard Sush | voting Aye |
| Councilman Scott Mace | voting Aye |

4. NYS COMPTROLLER'S AUDIT REPORT: ASPHALT ROAD PROJECTS

Supervisor Cellini and Highway Superintendent Benjamin briefly discussed the Final NYS Comptroller's Audit Report and Findings. Supervisor Cellini and Superintendent

² ATTACHMENT: SCHEDULE "A" – LISTING OF TAX SETTLEMENT PARCELS.

Benjamin previously submitted a response to their findings and recommendations along with a corrective action plan. There was question as to whether or not the NYS Comptroller's Office required an additional written corrective action plan addressing the findings and recommendation in the report. Town Clerk Calhoun advised that she has spoken with Ms. Singer from the NYS Comptroller's Office who advised that our corrective action plan already submitted is sufficient, however pursuant to Section 35 of the General Municipal Law there is a 90 day period in which Town Officials can respond from the date that this final report has been filed with them at the first meeting held after the filing of the report with the clerk. The 90 day period begins today since the report has been officially filed with each Board member today at this meeting. This allows for additional responses if the Board or Highway Superintendent so chose. If there are no additional comments, then the Town is not required to do anything further other than follow their corrective action plan, which was briefly discussed and explained. Town Clerk Calhoun also reported that according to GML §35 the obligations of the Town Clerk is not only to file the report with the Board, but also to publish notification in the official newspaper of the Town within 10 days of the filing of this report regarding the audit and 90 day response period. Notice of Publication was published in today's Sullivan County Democrat within the required 10 day period. The Town Board and Highway Superintendent were satisfied with their initial response and decided that there was no need to respond further.

5. MELODY LAKE WATERWORKS SYSTEM UPDATE: COMPTROLLER GARY J. LASHER & TOWN ATTORNEY MICHAEL B. MEDNICK, ESQ.

Comptroller Lasher reported that both he and Attorney Mednick prepared a letter and sent it along with the bill and Public Service Commission Order out to all of the tax parcels located within the water service. As of today he has received (6) that have been returned to sender. Some have been re-sent and some have not. He reported on his conversation with Todd Aimes of Audit & Control, NYS Comptroller's Office. He also reported on how he is handling the setup in our accounting program according to Mr. Aimes recommendation. He explained how he is separately recording the revenue and expenses. The funds that are collected for the Map, Plan & Report are completely separate in the B Fund under the 0615 liability code, which has nothing to do with the operation and maintenance fees. He is starting to receive water bill and capital improvement escrow fees in already. He has not received any separate fees for the Map, Plan & Report. The letter for the Map, Plan & Report fees have not been sent out yet, only the water bills and capital improvement escrow fee bills have been sent. They decided it would be best to send them separately to avoid confusion since they are both two totally separately issues. The Town Board also discussed how the man hours and pay rates are being tracked and charged.

TOWN INSURANCE RENEWAL – COMPTROLLER GARY J. LASHER

Nuchem E. Lebovits of Lebaum Company, Inc. was present and advised the Board that he quoted the Towns Insurance Coverage with (3) insurance companies. The Towns Insurance Policy is up effective May 1st, 2013. Both he and Comptroller Gary J. Lasher reported on the Municipal Package Program Quote Summary, which is the best option. The Quote is from HCC Public Risk through the U.S. Specialty Insurance Company in

Nays 0

8. SHREDDING/PRESCRIPTION DRUG DISPOSAL & ELECTRONIC EQUIPMENT RECYCLING DAY EVENT – MAY 4TH, 2013 FROM 9AM UNTIL 1PM

Councilman Mace reported on the Shred, Prescription Drug Disposal & Electronic Equipment Recycling Day Event, which is scheduled to take place on Saturday, May 4th, 2013 from 9am until 1pm. This service is available to the public free of charge. He explained what is acceptable and what is not. They have received many calls from members of the community that are interested in this event.

8A. MAFCO FOOTBALL AGREEMENT AT TOWN PARK

Supervisor Cellini asked if anyone from the Town Board has an update regarding the agreement with MAFCO for the Football Field at the Town Park. He is not sure how long the agreement is for, but there has been very little work done at the Park towards the construction of a Football Field. He would like to know what their intentions are regarding this matter. Attorney Mednick recommended that he review the agreement between the Town and MAFCO before further action is taken. After further discussion, the Town Board directed Attorney Mednick to send a letter to MAFCO asking what their intentions are in regards to the agreement with the Town.

9. AWARD BIDS – FOR HIGHWAY DEPARTMENT (2) ITEMS LISTED AS FOLLOWS: ASPHALTIC CONCRETE MIXES (BLACKTOP) AND ANTI-ICING EQUIPMENT & RETROFITTING OR EXISTING SPREADERS FOR ANTI-ICING

Highway Superintendent Richard Benjamin provided a recommendation for the two bid items that were opened on April 11th, 2013 at 2PM as follows:

- 1) Anti-Icing Equipment & Retrofitting or Existing Spreaders for Anti-Icing – Superintendent Benjamin is recommending that the sole bidder Reed Systems, Ltd be awarded the bid.
- 2) Asphaltic Concrete Mixes (Blacktop) – Superintendent Benjamin is recommending that the Board award the bid to the low bidder Callanan Industries, Inc. and also award the secondary bidder Monticello Blacktop when Callanan Industries, Inc. is unavailable. He said that it is common for asphalt plants to be under high demand during our short paving season. The bids are fifteen and thirty cents a ton difference on the products used most. Waiting costs and lost productivity would far outweigh the slight difference in price.

Note: Both bid awards are available to other political subdivisions as per the bid specifications.

Action to award the bid items as indicated above was taken by the Town Board as follows:

AWARD BIDS: ASPHALTIC CONCRETE MIXES (BLACKTOP)

10A. JUSTICE COURT ASSISTANCE PROGRAM (JCAP) GRANT STATUS

Comptroller Gary J. Lasher reported on the current status of the (JCAP) grant that was awarded to the Town of Thompson Justice Court. The Justice Court was awarded \$6,558.00 to use a percentage of it towards windows, security door for clerk, new office chairs, chair mats, copier/scanner and sign. He said that the way that the figures have been broken down there was not enough money within each individual line item to do anything with, within each line item. Comptroller Lasher obtained price quotes for the replacement of the (3) windows in the court room. The cost to replace the (3) windows would be approximately \$2,100.00. He will contact the NYS Unified Court System regarding the (JCAP) grant to request permission to move the funds between the different line items for the sole purpose of window installation. Comptroller Gary J. Lasher obtained (2) price quotes to also replace the windows in the entire Town Hall as well. He obtained price quotes from Windows on Broadway and Sullivan County Glass. Sullivan County Glass is estimating the cost for the entire Town Hall would be under \$12,000.00. The estimated cost from Windows on Broadway came in much higher and they have been contacted to discuss the reason why.

The grant funds will help to offset the total cost of the window replacement for the entire Town Hall if they are all to be replaced at the same time. The Town would also re-coup the funds within a couple years with the savings in energy costs. Comptroller Lasher said that the funds are already budgeted within the Building line item. They budget \$60,000.00 and have never expended that amount.

He is asking for the Boards permission to prepare bid specifications for replacement of the windows. This would allow the Town to go out to bid according to our Town Procurement Guidelines and obtain accurate figures.

The Following Resolution Was Duly Adopted: Res. No. 141 of the Year 2013.

Resolved, that Comptroller Gary J. Lasher hereby be authorized to work with the Office of Sustainable Energy and McGoey, Hauser & Edsall Consulting Engineers for the Town in order to prepare bid specifications for the replacement of windows in the Town Hall. Further Be It Resolved, that once said bid specifications have been prepared and approved, the Town shall consider going out to bid on the above mentioned project.

Moved by: Councilman Mace Seconded by: Councilman Briggs

Vote: Ayes 5 Cellini, Jankiewicz, Briggs, Sush and Mace

Nays 0

12. 2013 THUNDERBASH: APRIL 27TH, 2013 – MONTICELLO CASINO & RACEWAY – DOORS OPEN AT 4:30 PM

Supervisor Cellini announced the 2013 ThunderBash event would be taking place Saturday evening, April 27th commencing at 4:30 PM. He announced some of the sponsors of the event. Tickets are available at the Town Clerk's Office for anyone interested in attending. The Town Board also reported that the Rock Hill Fire Department is having their Annual Dinner & Installation of Officers and the Sullivan

County NAACP is having their Annual Dinner both on the same evening. The Town Board members will each have to decide, which event they will be attending.

13. ROTARY BBQ, "SEEDS OF HOPE GARDENS" and DEDICATION COMMUNITY BUILDING – JULY 23RD, 2013

Supervisor Cellini announced that the date has changed to July 23rd for the Annual Rotary BBQ, Dedication of the "Seeds of Hope Gardens" project and the Opening Dedication of the new Community Building all scheduled to take place at the Town Park commencing at 5PM. Supervisor Cellini also announced that the "Seeds of Hope Gardens" project at the Town Park has been awarded a Beautification Grant from Sullivan Renaissance.

13A. SPRING CLEANUP: PROPOSED FOR 2013

Town Clerk Calhoun reported that she received an email advising that the tonnage limits have been established by the County, which has been presented to the Public Works Committee for their approval, which should be at their meeting this Thursday. The information will be sent out to all Towns once the approvals have been granted. Town Clerk Calhoun said that her office has been receiving many calls inquiring about a Spring Cleanup. The Town Board is in favor of having one if approved by the County. This matter will be rescheduled for further discussion and consideration once the information has been received.

**DECLARE SURPLUS EQUIPMENT – HIGHWAY DEPARTMENT:
SUPERINTENDENT RICHARD BENJAMIN**

Highway Department Superintendent Richard Benjamin is requesting that the Town Board declare the following piece of equipment as surplus, so as it can be disposed of by whichever means is most beneficial to the Town.

The Following Resolution Was Duly Adopted: Res. No. 142 of the Year 2013.

Resolved, that the following equipment from the Highway Department hereby be declared surplus and that the Highway Superintendent be authorized to either sell, bid or scrap said equipment, whichever is best financially. The equipment is listed as follows:

(1) 1988 International Cab & Chassis, Truck # 63.

Moved by: Councilman Briggs Seconded by: Councilman Sush

Vote: Ayes 5 Cellini, Jankiewicz, Briggs, Sush and Mace

Nays 0

14. BILLS OVER \$1,250.00

There were no bills over \$1,250.00 submitted for payment.

OLD BUSINESS:

NEW TOWN WEBSITE UPDATE

Comptroller Gary J. Lasher provided the Town Board with an update regarding the development of the new Town website. He briefly highlighted some of the new

functions and information that will be available on the new site. They are trying to resolve any issues prior to the site going live. He will send the access link for the new site out to each Board member for their review and feedback. He asked that the Board get back to him with any comments/suggestions so that he can notify the new web provider for consideration. They are in the final stages and very close to the sites completion to launch it live.

RISE TO THE OCCASION, 3RD ANNUAL WALK-A-MILE IN HER SHOES EVENT – APRIL 20TH

Supervisor Cellini reminded everyone that RISE to the Occasion is holding their 3rd Annual Walk-A-Mile in Her Shoes Event. Councilman Sush explained the purpose of the event. This is an international men’s march to help stop rape, sexual assault and gender violence. The event is to be held at the Sullivan County Government Center, Monticello at 10AM, registration is at 9AM. The walk is a fundraising event to benefit Rape Intervention Services and Education (RISE) Organization of Sullivan County. For more details contact Councilman Sush.

NEW BUSINESS:

There was no new business reported on.

PUBLIC COMMENT:

Pamela Zaitchick of Rock Hill questioned agenda item # 13 regarding all three of the events listed. 1) Are all three of the events happening on the same day, July 23rd? 2) What is the “Seeds of Hope Gardens” Project? 3) Reason why the opening of the community building is taking so long? The Town Board provided a response to each of her above three questions as follows: 1) Yes, all three events will be taking place at the Town Park on July 23rd. 2) Explanation of the “Seeds of Hope Gardens” Project was provided. 3) Litigation is one of the main reasons why the completion of the community building has taken so long. The building will be open prior to July 23rd; however the official dedication for the opening will take place on July 23rd.

ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION

- April 20th: RISE to the Occasion, 3rd Annual Walk-a-Mile in Her Shoes: The international men’s march to stop rape, sexual assault and gender violence to be held at the Sullivan County Government Center, Monticello at 10AM. The walk benefits Rape Intervention Services and Education (RISE) Organization of Sullivan County. For more details contact Councilman Sush.
- May 4th: Shred/Prescription Drug Disposal & Electronic Equipment Recycling Day Event, 9AM to 1PM at the Thompson Square Parking Lot in front of Town Hall.
- July 23rd: Annual Rotary BBQ, Dedication of “Seeds of Hope” and Opening Dedication of the new Community Building at Thompson Town Park.

MOMENT OF SILENCE: BOSTON BOMBING

Prior to closing the meeting Supervisor Cellini had a Moment of Silence regarding the tragic bombing events that occurred yesterday at the Boston Marathon.

LICENSE AGREEMENT TO PERMIT EMPIRE STATE PERFORMANCE RALLY INC. TO USE TOWN HIGHWAYS FOR SPEED CONTESTS

THIS AGREEMENT entered into this 16th day of April, 2013, by and between the TOWN OF THOMPSON (hereinafter the "Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices and principal place of business at 4052 Route 42, Monticello, New York 12701, party of the first part, and EMPIRE STATE PERFORMANCE RALLY INC. (hereinafter "Empire"), a domestic corporation organized and existing under and by virtue of the laws of the State of New York, with offices and principal place of business at 530 Broadway, PO Box 177, Monticello, New York 12701, party of the second part.

WITNESSETH, that pursuant to, and in accordance with the provisions of Section 1660(a)(6)(i) of the Vehicle and Traffic Law, the Town and Empire, for the consideration hereinafter named, do hereby mutually agree as follows:

1. The Town hereby gives and Empire hereby accepts from the Town, a revocable license to use certain Town roads or highways (more particularly described in Schedule "A" which is attached hereto and made a part hereof) for the purposes of holding its road rallies within the borders of the Town of Thompson. All of the foregoing shall be subject to the terms and conditions for this agreement.

2. Empire shall have the right to request additional roads as they are discovered. Upon the approval of the Town, these additional roads shall be incorporated into Schedule "A" for the remainder of the term of this license agreement.

3. Whereas Empire organizes two (2) major rallies every year that are rounds of the United States Rally Championship (USRC), it is understood and agreed by the Town and Empire that each of the roads listed in Schedule A would be principally used by one or the other rally every year but a minority of these roads may be used by both events every year. It is further understood and agreed by the parties that competition rally vehicles may travel over a particular road more than one time during the rally and on the same day. It is further understood by the parties that this license agreement is limited to no more than two (2) organized rallies per year.

4. Empire will not be deemed in default under this agreement if Empire is not able to organize one or both events during a particular year of this multi-year agreement because of unforeseen circumstances such as, but not limited to, economic conditions, price or availability of motor fuels, government regulations, lack of entries, extremely adverse weather conditions, natural disasters and other acts of God, and any and all other circumstances unforeseen at the time of signing this agreement. None of these occurrences shall prevent Empire from exercising its rights under this license agreement to use the Town road for a speed contest in the remainder of the term of this license agreement.

5. This agreement shall expire on December 31, 2013, however, the Town may terminate the agreement earlier if Empire defaults under its promises and representations set forth herein, or if the Town deems it reasonably necessary for the public's safety or security. In the interest of proper

planning, budgeting and execution of each rally event announced by Empire in conformance with paragraph 16 of this license agreement, it is understood and agreed by both parties that the Town may not terminate this agreement within the ninety (90) day period defined in paragraph 16 of this license agreement.

6. Empire shall take out and maintain during the life of this agreement such public liability and property damage insurance, insuring Empire and the participants, as shall protect the Town from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this agreement, and the amounts of such insurance shall be as follows:

A single limit general liability policy in the amount of \$1 million for each occurrence and \$3 million excess/umbrella liability policy, together with participant accident insurance coverage. Empire shall furnish to the Town a certificate of insurance naming the Town as additional insured under its insurance policy.

7. Empire agrees to reimburse Town dollar-for-dollar for any and all expenses, damages or injury to any real property or personal property of Town that may be incurred or arise, directly or indirectly, from the negligence, acts or omissions of Empire, its officers, members, contractors, agents, employees, customers, clients or participants as a result of this event.

8. Empire will defend, indemnify and save harmless the Town, Rock Hill Fire Commissioners, Rock Hill Fire District and Rock Hill Fire Department, including its reasonable attorneys' fees, from any and all suits, actions or causes of action of every name and description brought against Town for or on account of any injuries or damage received or sustained by any party or parties by or from the negligence of Empire, its officers, members, contractors, agents, employees, customers, clients or participants.

Empire will defend, indemnify and save harmless the Town, Rock Hill Fire Commissioners, Rock Hill Fire District and Rock Hill Fire Department, including its reasonable attorneys' fees, for any and all suits, actions or causes of action by or as a result of any potential intellectual property infringements alleged against Empire by Rally New York Ltd., per the letters of Ivan Orisek dated October 13, 2012, March 20, 2013 and April 14, 2013, attached hereto. Empire shall defend, indemnify and save harmless the Town, Rock Hill Fire Commissioners, Rock Hill Fire District and Rock Hill Fire Department from any action brought by Rally New York Ltd. that names any of the aforesaid parties.

9. Empire and each participant involved in the speed contest shall furnish to the Town its written waiver and release from any liability and assumption of risk for injuries or damage that may be received or sustained by any participant as a result of holding the event, in a form to be approved by the Town's Attorney.

10. Empire hereby assumes all risk for damages or claims by the organizer, sponsor, driver,

rider or participant in the speed contest, and agrees to defend, indemnify and save harmless the Town from any and all such claims, including its reasonable attorneys' fees.

11. In the event where Empire is in default of its performance of the promises and representations set forth under this agreement, and the Town is caused to initiate a legal proceeding in a court of proper jurisdiction to enforce against Empire its obligations as more fully set forth herein, Empire shall be responsible for any and all costs and disbursements actually incurred by the Town, including reasonable attorneys' fees.

12. In exercising the right herein granted, Empire shall (a) repair any damage to the Town's property, and (b) replace and restore the ground and material around the roads and highways set forth in Schedule "A" hereto to the same condition as existed as of the date of execution of this agreement.

13. That this Agreement is contingent upon Empire gaining any and all approvals from interested government agencies as applicable.

14. Prior to the commencement of each event, Empire shall furnish the Town with a complete copy of its official safety plan. In addition thereto, Empire shall take all necessary steps to coordinate with the Emergency Medical Services, the Sullivan County Sheriff's Office, the New York State Police, and fire companies with jurisdiction over the areas set forth in Schedule "A", so as to adequately provide the necessary means to comply with the terms of the safety plan and which are reasonably necessary for the public's health, safety and welfare.

15. Prior to the commencement of each event, Empire shall notify all residents and property owners on roads to be used by the event, selected from the list in Schedule "A", and will notify and make arrangements with school bus companies operating in the areas as set forth on Schedule "A".

16. Empire, in order to exercise its rights under this agreement to use the Town roads for a speed contest, shall notify Town sixty (60) or ninety (90) days prior to each rally of the dates of the rally and the specific list of roads selected from the list in Schedule A that shall be used on a particular date. It is understood and agreed by Town and Empire that no additional approval by Town shall be required for the rally to take place.

17. Empire shall not assign this agreement, or its right, title or interest herein without the express, prior written consent of Town.

18. This agreement shall be construed in accordance with the laws of the State of New York, and constitutes the complete understanding and agreement of the parties. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, Town of Thompson has caused its corporate seal to be affixed hereto and these presents to be signed by Hon. Anthony P. Cellini, its Supervisor, duly authorized so to do, and to be attested to by Marilee J. Calhoun, Town Clerk, and Empire State Performance Rally Inc. has caused its corporate seal to be affixed hereto and these presents to be signed by its

President, Fran Gager, the day and year first above written.

(Seal)

Attest:

Marilee J. Calhoun
Marilee J. Calhoun, Town Clerk

TOWN OF THOMPSON

By: Anthony P. Cellini
Anthony P. Cellini, Supervisor

(Seal)

Michael Cosgrove
Michael Cosgrove, Secretary

EMPIRE STATE PERFORMANCE
RALLY INC.

By: Fran Gager
Fran Gager, President

SCHEDULE "A"

April 20 & 21, 2013: Wild Turn Pike, Taylor Road, Church Road, Old Glen Wild Road, Marsh Road & Edwards Road

April 20 & 21, 2013 (7:30 AM to 10:30 AM): Bridgeville Road, Holiday Mountain Road, Katrina Falls Road to Wolf Lake Road

April 20 & 21, 2013: Tabaczynski Road, Avon Lodge Road to Grey Road to Ranch Road, Levine Road, Sherwood Road and Whittaker Road

SCHEDULE "A"

| SBL | Property Owner | 2012 AV | REQ AV | REQ MKT | DECISION | | | | |
|-----------|-----------------------|-------------|----------|----------|-------------|--|--|-----------|--|
| 59.A-1-1 | Gurtov, Mark & Zina | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-2 | Goodman, Barbara | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-3 | Saltzman, Steven & J | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-4 | Spolansky, Ruth | \$89,900 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-5 | Cohen, Irwin & Barba | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-6 | Keller, Donald & Jacq | \$89,900 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-7 | Corby, Stuart & Nanc | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-8 | Fereman, Isadore & A | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-9 | Fuchs, Robert & Shel | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-10 | Zuckerman, Burton & | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-11 | Vinlar, Leo & Evelyn | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-12 | Graff, Gladys & Norm | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-13 | Pupkin, Michae J & E | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-14 | Emanuel Levine Revoc | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-15 | Schwartz, Marvin | \$89,100 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-16 | Youner, Lester & She | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-17 | Greiff, Wallace & Sha | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-18 | Redding, Roy & Linda | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-19 | Lusthaus, Ellen & Ste | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-20 | Stein, Janice Dale | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-21 | Sacks, Elaine | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-22 | Eisenberg, Sandra & | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-23 | Meissner, George & E | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-24 | Beckerman, Gerald & | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-25 | Zaretsky, Albert & Do | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-26 | Melzer, Eleanor L | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-27 | Kasow, Stanley & Phy | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-28 | Jacobs, David & Mari | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-29 | Greenberg, Donald & | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-30 | Markowitz, Arnold & E | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-31 | Ehrlich, Doris | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-32 | Russo, Joseph & Sylv | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-33 | Cohen, Edward & Arle | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-34 | Greenberg, Sidney & | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | | | |
| | | \$2,874,000 | | | \$2,040,000 | | | \$834,000 | |

| CAMELOT WOODS (continued) | | | | | | | |
|---------------------------|-------------------------|-------------|----------|----------|-------------|-----------|--|
| SBL | Property Owner | 2012 AV | REQ AV | REQ MKT | | | |
| 59.A-1-37 | Herbst, Manuel | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-38 | Friedland, Stanley & E | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-39 | Perry, Joseph & Sand | \$89,800 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-42 | Eras, Rae | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-43 | Barclam, Marvin & M | \$85,800 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-51 | Chaffin, Fred & Mildre | \$81,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-52 | Levit, Alan & Rita | \$81,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-53 | Stozki, Willie & Rozlyn | \$81,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-54 | Biblo, Ellen, Larry & J | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-55 | Sion R Zerah Revoca | \$81,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-56 | Chadrow, Herbert & A | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-57 | Gold, Herbert M | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-58 | Drillich, Murray & Myr | \$85,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-60 | Rich, Evelyn & Norma | \$89,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-61 | Steinberg, Phillip & G | \$81,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-62 | Friedman, Pearl | \$85,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-63 | Tenzer, Judith | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-65 | Flug, Arthur & Phyllis | \$129,900 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-66 | Smith, Irving & Shirley | \$85,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-67 | Entlich, Robert & Lau | \$85,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-68 | Rosenbaum, Irving & | \$81,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-69 | Abramowitz, Gail | \$84,600 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-70 | Besser, Michael & Gic | \$81,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-71 | Kofman, Linda | \$81,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-72 | Goldstein, Barry & Ph | \$85,200 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-73 | Godfrey, Donald & Ne | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-74 | Peskin, Stanley & Juc | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-76 | Alboher, Albert & Elle | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-77 | Horowitz, Phillip & Ros | \$85,100 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-78 | Abrams & Harold & C | \$85,100 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-79 | Mace, Ann | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-80 | Magnus, Judith | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-81 | Schweitzer, Janice | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | |
| 59.A-1-84 | Koller, Fredric & Bette | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | |
| Page 9 | | \$2,874,500 | | | \$2,040,000 | \$834,500 | |

| CAMELOT WOODS (continued) | | | | | | | | | |
|---------------------------|------------------------|-------------|----------|----------|-------------|--|--|-----------|--|
| SBL | Property Owner | 2012 AV | REQ AV | REQ MKT | | | | | |
| 59.A-1-85 | Dantus, Gerald & Myr | \$81,100 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.A-1-86 | Adelman, Renee & Ju | \$85,100 | \$39,050 | \$50,000 | \$60,000 | | | | |
| 59.B-1-2 | Greif, Howard & Irma | \$105,800 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-5 | Kohn, Roberta | \$107,200 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-6 | Katz, Harvey & Lynne | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-7 | Kupperman, Irving & R | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-8 | Holtzman, Morris & R | \$112,100 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-9 | Hendler, Michael & C | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-10 | Feld, Harold & Karen | \$107,200 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-11 | Einbinder, Sidney | \$129,900 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-12 | Goldberg, Martin & Ja | \$112,100 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-13 | Wank, Irving & Judith | \$120,000 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-14 | Goldstein, Joseph & E | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-15 | Weisler, Michael & Su | \$129,900 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-17 | Kassel, Gilliam P | \$112,100 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-18 | Silver, George & Joy | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-19 | Nadel, Harvey & Sheil | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-21 | Desatnick, Donald & J | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-23 | Jacobson, Ronald & S | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-24 | Alfano, Robert & Thea | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-25 | Kaplan, Melvin & Joy | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-26 | Dickstein, Stephen & | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-27 | Geier, Barry & Judy | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-28 | Wolensky, Bernard & | \$107,200 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-29 | Goldberg, David & Ph | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-30 | Shapiro, Jeanette & F | \$115,700 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-31 | Kirschenbaum, Danie | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-32 | Liss, Ernest A | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-33 | Horowitz, Marvin & R | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-34 | Goldstein, Julie & Ada | \$129,900 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-35 | Kimel, Phyllis & Eva | \$112,000 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-37 | Paula Schroeder Rev | \$112,100 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-38 | Sosin, Morton & Joyc | \$112,100 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-39 | Kleinman, Barry | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| Page 10 | | \$3,715,600 | | | \$3,032,000 | | | \$619,600 | |

| CAMELOT WOODS (continued) | | | | | | | | | |
|---------------------------|------------------------|-------------|----------|----------|-------------|--|--|-----------|-------------|
| SBL | Property Owner | 2012 AV | REQ AV | REQ MKT | | | | | |
| 59.B-1-40 | Vogel, Daniel & Adele | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-41 | Altman, Leon & Phyllis | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-43 | Drucker, Aaron & Ida | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-44 | Hirshman, Carl & Carl | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-45 | Terdman, Gerald & R | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-46 | Hochman, Suzanne | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-47 | Hatak, Ewa | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-49 | Jacobson, Gladys | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-50 | Stein, Leonard & Ros | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-51 | King, Robert & Cahar | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-52 | Schoenberg, David & | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-53 | Brownfeld, Jerome & | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-54 | Neckritz, Jay & Ellen | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-55 | Apatov, Howard & Lib | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-57 | Duberstein, Marshall | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-59 | North, Daniel & Sally | \$107,500 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-60 | Donk, Mitchell & Dom | \$107,500 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-61 | Chasin, Jack | \$107,500 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-62 | Reyes, Peter | \$107,500 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-63.3 | August, Michael & Lo | \$129,900 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-63.6 | Karen, Herbert & Beif | \$107,500 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-63.7 | Shaler, David & Suzal | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-63.8 | Epstein, David & Shea | \$107,500 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-63.9 | Krost, Frank & Barba | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-63.11 | Pollak, Gerald | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-63.13 | KimmelblattKatz | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-63.14 | Militzok, Douglas & A | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-63.15 | Pollack, Arnold & Suz | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-63.17 | Juceam, Marc & Lisa | \$107,300 | \$39,050 | \$50,000 | \$91,000 | | | | |
| 59.B-1-63.18 | Koenig, Edward & An | \$160,400 | \$39,050 | \$50,000 | \$91,000 | | | | |
| Page 11 | | \$3,295,900 | | | \$2,730,000 | | | \$505,900 | \$2,794,000 |

Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways
33 Jefferson St. Monticello, NY 12701
Phone: 794-5560

Dave Wells Deputy Superintendent
Email tn1@verizon.net
Fax: 794-5722

April 12, 2013

Town Board,

- 1) I recommend the board awards the sole bidder for sand bodies as attached, Reed Systems.
- 2) I recommend the board approves Callanan as the low bidder for Asphalt and Monticello Black Top as the secondary vendor when Callanan is unavailable. It is common for asphalt plants to be under high demand during our short paving season. The bids are fifteen and thirty cents a ton difference on the products we use the most. Waiting costs and lost productivity would far outweigh the slight difference in price.
- 3) Both awards are available to other political subdivisions as per the bid specifications.

n of Thompson Highway Department
Jefferson St. Monticello, NY 12701
and Benjamin Jr. Highway Superintendent
and Wells Deputy Highway Superintendent

Bid Item: Asphaltic Concrete Mixes

Phone # 845-794-5560

E-mail tn1@verizon.net

DETAILED SPECIFICATIONS

ASPHALTIC CONCRETE

ASPHALTIC CONCRETE: The Asphaltic Concrete to be provided shall be manufactured at a New York State approved plant. The material shall have been previously tested and shall meet all the requirements under the latest edition of the New York State Department of Transportation, Standard Specifications, Section 400, dated May 1st, 2008, or current addenda to date, found on web at <https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/section400.pdf> for the respective items included in the proposal under ASPHALTIC CONCRETE.

ITEM

Vendor having more than one location in Sullivan County are required to bid each location.

Asphaltic Concrete

| | | | |
|---|----|-------|------|
| Asphalt Concrete-Type I Base Course (Item 403.118902) | \$ | 55.75 | /Ton |
| | | 55.75 | /Ton |
| Asphalt Concrete-Type 2 Base Course (Item 403.128902) | \$ | | /Ton |
| | | | |
| Asphalt Concrete-Type 3 Binder Course (Item 403.138902) | \$ | 55.75 | /Ton |
| | | 75.00 | |
| Asphalt Concrete-Type 5 Shim Course (Item 403.158902) | \$ | | /Ton |
| | | | |
| Asphalt Concrete-Type 6 F2 Top Course (Item 403.178202) | \$ | 57.65 | /Ton |
| | | 57.65 | |
| Asphalt Concrete-Type 6 Top Course (Item 403.178902) | \$ | | /Ton |
| | | | |
| Asphalt Concrete-Type 7 F2 Top Course (Item 403.198202) | \$ | 61.50 | /Ton |
| | | 61.50 | |
| Asphalt Concrete-Type 7 Top Course (Item 403.198902) | \$ | | /Ton |

Location of Plant: Bridgeville, Monticello

Location of Plant #2: _____

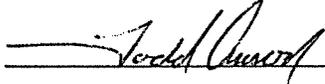
Town of Thompson Highway Department
Jefferson St. Monticello, NY 12701
Edward Benjamin Jr. Highway Superintendent
David Wells Deputy Highway Superintendent

Bid Item: Asphaltic Concrete Mixes
Phone # 845-794-5560
E-mail tn1@verizon.net

The undersigned certifies that the bid is submitted in full conformance with the specifications. If non-conformant an attachment to the bid shall be submitted detailing items of non-conformance and detailed specifications for the non-conforming items shall be attached. If, in the sole opinion of the Town of Thompson that non-conformance affects the durability of function of the bid item, and the bid will be rejected.

COMPANY Callanan Industries, Inc.

PRINTED NAME Todd Anson, Southern Region Sales Manager

SIGNATURE 

ADDRESS PO Box 15097
Albany, NY 12212-5097

TELEPHONE 845-264-0251 - Todd Anson

518-374-2222 - Peter Skelly

FAX 518-346-0808

EMAIL tanson@callanan.com; pskelly@callanan.com

DATE 4/10/13

DO NOT WRITE BELOW THIS LINE.

ACCEPTED () DATE:

REJECTED ()

COMMENTS:

SIGNATURE: _____

Thompson Highway Department
100 St. Monticello, NY 12701
Edward Benjamin Jr. Highway Superintendent
Richard Wells Deputy Highway Superintendent

Bid Item: Asphaltic Concrete Mixes

Phone # 845-794-5560
E-mail tn1@verizon.net

DETAILED SPECIFICATIONS

ASPHALTIC CONCRETE

ASPHALTIC CONCRETE: The Asphaltic Concrete to be provided shall be manufactured at a New York State approved plant. The material shall have been previously tested and shall meet all the requirements under the latest edition of the New York State Department of Transportation, Standard Specifications, Section 400, dated May 1st, 2008, or current addenda to date, found on web at <https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/section400.pdf> for the respective items included in the proposal under ASPHALTIC CONCRETE.

ITEM

Vendor having more than one location in Sullivan County are required to bid each location.

Asphaltic Concrete

| | | | |
|---|----|--------------|------|
| Asphalt Concrete-Type I Base Course (Item 403.118902) | \$ | <u>56.00</u> | /Ton |
| Asphalt Concrete-Type 2 Base Course (Item 403.128902) | \$ | <u>N.B</u> | /Ton |
| Asphalt Concrete-Type 3 Binder Course (Item 403.138902) | \$ | <u>56.00</u> | /Ton |
| Asphalt Concrete-Type 5 Shim Course (Item 403.158902) | \$ | <u>69.00</u> | /Ton |
| Asphalt Concrete-Type 6 F2 Top Course (Item 403.178202) | \$ | <u>57.80</u> | /Ton |
| Asphalt Concrete-Type 6 Top Course (Item 403.178902) | \$ | <u>57.80</u> | /Ton |
| Asphalt Concrete-Type 7 F2 Top Course (Item 403.198202) | \$ | <u>61.80</u> | /Ton |
| Asphalt Concrete-Type 7 Top Course (Item 403.198902) | \$ | <u>61.80</u> | /Ton |

Location of Plant: Patro Drive, Thompsonville, NY

Location of Plant #2: _____

Thompson Highway Department

100 St. Monticello, NY 12701

Edward Benjamin Jr. Highway Superintendent

Richard Wells Deputy Highway Superintendent

Bid Item: Asphaltic Concrete Mixes

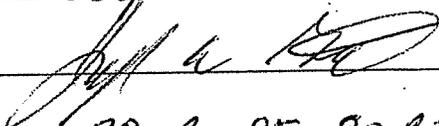
Phone # 845-794-5560

E-mail tn1@verizon.net

The undersigned certifies that the bid is submitted in full conformance with the specifications. If non-conformant an attachment to the bid shall be submitted detailing items of non-conformance and detailed specifications for the non-conforming items shall be attached. If, in the sole opinion of the Town of Thompson that non-conformance affects the durability of function of the bid item, and the bid will be rejected.

COMPANY Monticello Black Top

PRINTED NAME Joseph W. Gottlieb

SIGNATURE 

ADDRESS P.O. Box 95 80 Patio Drive
Thompsonville, NY 12784

TELEPHONE 845-434-7280

FAX 845-434-7280

EMAIL _____

DATE April 11, 2013

DO NOT WRITE BELOW THIS LINE.

ACCEPTED () DATE: _____

REJECTED () _____

COMMENTS:

SIGNATURE: _____

Bid Item: Asphaltic Concrete Mixes

Jumpson Highway Department
100 St. Monticello, NY 12701
Benjamin Jr. Highway Superintendent
Vells Deputy Highway Superintendent

Phone # 845-794-5560
E-mail tn1@verizon.net

DETAILED SPECIFICATIONS

ASPHALTIC CONCRETE

ASPHALTIC CONCRETE: The Asphaltic Concrete to be provided shall be manufactured at a New York State approved plant. The material shall have been previously tested and shall meet all the requirements under the latest edition of the New York State Department of Transportation, Standard Specifications, Section 400, dated May 1st, 2008, or current addenda to date, found on web at <https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/section400.pdf> for the respective items included in the proposal under ASPHALTIC CONCRETE.

ITEM

Vendor having more than one location in Sullivan County are required to bid each location.

Asphaltic Concrete

| | | |
|---|-----------------|-------------|
| Asphalt Concrete-Type I Base Course (Item 403.118902) | <u>\$ 64.00</u> | <u>/Ton</u> |
| Asphalt Concrete-Type 2 Base Course (Item 403.128902) | <u>\$ 63.00</u> | <u>/Ton</u> |
| Asphalt Concrete-Type 3 Binder Course (Item 403.138902) | <u>\$ 64.00</u> | <u>/Ton</u> |
| Asphalt Concrete-Type 5 Shim Course (Item 403.158902) | <u>\$ 70.00</u> | <u>/Ton</u> |
| Asphalt Concrete-Type 6 F2 Top Course (Item 403.178202) | <u>\$ 65.25</u> | <u>/Ton</u> |
| Asphalt Concrete-Type 6 Top Course (Item 403.178902) | <u>\$ 65.25</u> | <u>/Ton</u> |
| Asphalt Concrete-Type 7 F2 Top Course (Item 403.198202) | <u>\$ 66.50</u> | <u>/Ton</u> |
| Asphalt Concrete-Type 7 Top Course (Item 403.198902) | <u>\$ 66.50</u> | <u>/Ton</u> |

Location of Plant: 63 Cemetery Rd., Middletown, NY 10941

Location of Plant #2: _____

Bid Item: Asphaltic Concrete Mixes

Thompson Highway Department
1000 St. Monticello, NY 12701
Benjamin Jr. Highway Superintendent
James DeWitt Deputy Highway Superintendent

Phone # 845-794-5560

E-mail tn1@verizon.net

The undersigned certifies that the bid is submitted in full conformance with the specifications. If non-conformant an attachment to the bid shall be submitted detailing items of non-conformance and detailed specifications for the non-conforming items shall be attached. If, in the sole opinion of the Town of Thompson that non-conformance affects the durability of function of the bid item, the bid will be rejected.

COMPANY Tetz Asphalt, LLC.

PRINTED NAME Denise Tetz

SIGNATURE *Denise Tetz*

ADDRESS 130 Crotty Road
Middletown, NY 10941

TELEPHONE (845)692-4486

FAX (845)692-6838

EMAIL _____

DATE APRIL 8, 2013

DO NOT WRITE BELOW THIS LINE.

ACCEPTED () DATE: _____

REJECTED ()

COMMENTS:

SIGNATURE: _____

(✓) **Errors or Omissions of the Specification** – In the event of errors or omissions of this specification it is nonetheless the responsibility of the successful bidder to deliver and install a fully operational salt spreader in conformance with the functional and technical requirements of the specification to the satisfaction of the Town of Thompson Highway Department.

Operational calibration and maintenance training to be provided to the satisfaction of the Highway Superintendent. Each unit to be installed with a complete operation / trouble shooting guide.

PROPOSAL FOR ANTI ICING SPREADERS AND CONTROLS

| | |
|--|----------------------|
| ITEM 1-A --- 1.7 CY HYDRAULIC SALT SPREADER | \$ <u>10,950.</u> EA |
| ITEM 1-A-1 --- 1.7 CY ELECTRIC SALT SPREADER | \$ <u>10,670.</u> EA |
| ITEM 1-A-2 --- OPTION FOR CENTERLINE SPREADING FOR 1.7CY SALT SPREADER | \$ <u>2,290.</u> EA |
| ITEM 1-B --- 3 CY HYDRAULIC SALT SPREADER | \$ <u>10,890.</u> EA |
| ITEM 1-B-1 --- 3 CY ELECTRIC SALT SPREADER | \$ <u>11,350.</u> EA |
| ITEM 1-B-2 --- OPTION FOR CENTERLINE SPREADING FOR 3CY SALT SPREADER | \$ <u>2,290.</u> EA |
| ITEM 1-C --- 5 CY HYDRAULIC SALT SPREADER | \$ <u>23,100.</u> EA |
| ITEM 1-C-1 --- OPTION FOR CENTERLINE SPREADING FOR 5 CY SALT SPREADER | \$ <u>2,290.</u> EA |
| ITEM 1-D --- 10 CY HYDRAULIC SALT SPREADER | \$ <u>28,700.</u> EA |
| ITEM 1-D-1 --- OPTION FOR CENTERLINE SPREADING FOR 10 CY SALT SPREADER | \$ <u>2,290.</u> EA |
| ITEM 2 --- MODIFY EXISTING 5 CY SALT SPREADER | \$ <u>13,590.</u> EA |
| ITEM 3 --- INSTALL GPS GROUND SPEED UNIT | \$ <u>2,000.</u> EA |

The undersigned certifies that the bid is submitted in full conformance with the specifications. If non-conformant an attachment to the bid shall be submitted detailing items of non-conformance and detailed specifications for the non-conforming items shall be attached. If, in the sole opinion of the Town of Thompson that non-conformance affects the durability of function of the bid item, and the bid will be rejected.

COMPANY Reed Systems LTD
PRINTED NAME Joan Reed
SIGNATURE Joan Reed
ADDRESS Po Box 209
Ellenville, NY 12428
TELEPHONE 845 647-3660
FAX 845 647-5651
EMAIL Rsystems@hvc.rr.com
DATE 4/10/2013

DO NOT WRITE BELOW THIS LINE.

ACCEPTED () DATE:

REJECTED ()

COMMENTS:

SIGNATURE: _____