

**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 **March 04, 2014.**

**ROLL CALL:**

**Present:** Supervisor William J. Rieber, Jr., Presiding  
Councilman Richard Sush  
Councilman John A. Pavese  
Councilman Peter T. Briggs  
Councilman Scott Mace

**APPROVED**

**Also Present:** Marilee J. Calhoun, Town Clerk  
Michael B. Mednick, Attorney for the Town  
William D. Culligan, Water & Sewer Superintendent  
Gary J. Lasher, Comptroller  
Logan E. Ottino, Building Dept. /Code Enforcement Officer

**REGULAR MEETING – CALL TO ORDER**

Supervisor Rieber opened the meeting at 7:30 PM with the Pledge to the Flag. He welcomed the Participation in Government Students to the meeting.

**MONTHLY REPORTS FOR FEBRUARY 2014 RECEIVED AND FILED**

Building Department & Code Enforcement Officer's Report  
Dog Control Officer's Report  
Comptroller's Budgetary Report

**APPROVAL OF MINUTES:**

On a motion made by Councilman Briggs and seconded by Councilman Sush the minutes of the February 18<sup>th</sup>, 2014 Regular Town Board meeting was approved as presented.

Vote: Ayes 5 Rieber, Pavese, Briggs, Sush and Mace  
Nays 0

**PUBLIC COMMENT:**

There was no public comment given.

**CORRESPONDENCE:**

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

- 1) Letter dated 02/20/14 from Ralph & Marilyn Bonfiglio of Harris, New York to Supervisor Rieber and Supt. Benjamin thanking the Highway Department for the wonderful winter road maintenance during the recent snow storms.
- 2) Letter dated 02/24/14 from Supervisor Rieber to Ralph & Marilyn Bonfiglio acknowledging receipt of thank you letter.

- 3) Check # 2524 dated 02/21/2014 from County of Sullivan made payable to Town of Thompson in the amount of \$41,092.58 for the 2013 4<sup>th</sup> quarter mortgage tax payment.
- 4) Letter dated 02/21/14 from Town Clerk Calhoun to Mr. Andrew Wright responding to (3) FOIL Requests pertaining to China City Development, Rock Hill Development and Trading Cove/Stockbridge-Munsee Development Projects. Town Clerk Calhoun briefly reported on the matter and how it is being addressed.
- 5) Letter dated 02/24/14 from John R. Williams, P.E., NYSDEC Region 9 Regional Director to various interested representatives regarding federal funding for transportation alternatives program (TAP).
- 6) Letter dated 02/25/14 from Adam H. Fleischer, Esq. of BatesCarey LLP to Attorney Mednick regarding claim determination on behalf of the Town's Insurance Carrier pertaining to the Oster vs. Town of Thompson, et al litigation proceeding.

**AGENDA ITEMS:**

**1. STERLING BANK CLOSING – RE-DIRECT DEPOSITS**

Supervisor Rieber reported on notification that he received dated 02/24/14 from Sterling National Bank advising of the closing of the local Rock Hill Branch Office in which the Town has two accounts with. They will be closing in June, 2014. Comptroller Lasher will be obtaining the necessary paperwork to have both accounts re-located to the M&T Bank (Monticello Branch Office). Once the accounts are re-located then Sterling National Bank will be removed from the list of Town Depositories. There is no action to be taken at this time.

**2. NAMING PRIVATE ROADS – FOREST PARK ESTATES LOCATED ALONG ANAWANA LAKE ROAD, MONTICELLO: FOREST PARK LANE & CHERRY HILL LANE, SBL #'S 9.-1-74.1, 74.2 & 67**

Received request in from Herschel Mossberg, Owner of Forest Park Estates LLC dated 02/21/14 requesting that pursuant to the requirements for 911 addressing that the Town Board approve the naming of (2) private roadways, which are located within the Forest Park Estates Development located along Anawana Lake Road. The roadways will service residences, which are located within SBL #'s 9.-1-74.1, 74.2 & 67. They requested the following names: Forest Park Road and Cherry Hill Lane. Highway Superintendent Richard Benjamin was okay with the request, but recommended that the names be listed as Lane's and not Roads or Drives. The Town Board agreed and took action to name the roadways as follows:

**The Following Resolution Was Duly Adopted: Res. No. 95 of the Year 2014.**

Resolved, that upon the request of Herschel Mossberg, Owner of Forest Park Estates LLC for the naming of (2) private roadways to be located within the Forest Park Estates Development servicing SBL #'s 9.-1-74.1, 74.2 & 67 hereby be named according to the attached map as follows: Forest Park Lane and Cherry Hill Lane. Further Be It Resolved, that the Town Clerk is hereby directed to notify the Sullivan County E911

Control Center of said change and request that they notify all residents/property owners and Fire Departments accordingly.

Motion by: Councilman Pavese                      Seconded by: Councilman Mace

Vote: Ayes 5                      Rieber, Pavese, Briggs, Sush and Mace

Nays 0

Supt. Culligan reported on the sewer line extension plans for the Forest Park Estates Development. He said that the \$120,000.00 payment/bond has been received for the sewer line improvement.

**3. ACQUISITION MELODY LAKE WATER TREATMENT PLANT PROPERTY, SBL # TH 61.-1-41.1**

Supervisor Rieber spoke with Sullivan County Treasurer Ira Cohen regarding the Melody Lake Water Treatment Plant Property, which the County took possession of for non-payment of taxes. The County would be willing to deed the property to the Town if the Town is willing to make the County whole for the 2012-13 back taxes of \$1,402.97 and for the 2014 taxes of approximately \$700.00. The cost would be less than \$2,500.00 plus filing fees. Discussion ensued and Attorney Mednick said that since the Town is receiver and it is the Towns intention to form a District and take over the operations completely it would be appropriate for the Town to take possession of the property for that such reason. Comptroller Lasher advised that there are sufficient funds in the account, which have been received by the Town as receiver from the users to cover the acquisition. Originally the "PSC" was going to help assist the Town in obtaining the property from White Knight Water Company when the time came once the District was actually formed. If the District is eventually formed then the Town would want to have title to the property. The Town Board requested that Supervisor Rieber first negotiate with Treasurer Cohen to see if the County would be willing to waive a portion or all of the fees, because of the situation and hardship imposed on the users. The Town Board is willing to acquire the property and pay the cost, but only if the Hardship Request is denied. Attorney Mednick and Supervisor Rieber will contact Treasurer Cohen to negotiate. After much discussion action was taken as follows:

**The Following Resolution Was Duly Adopted: Res. No. 96 of the Year 2014.**

At a Regular Meeting of the Town Board of the  
Town of Thompson held at the Town Hall, 4052  
Route 42, Monticello, New York on March 04, 2014

**RESOLUTION AUTHORIZING SUPERVISOR TO NEGOTIATE WITH THE COUNTY TREASURER TO ACQUIRE PROPERTY, AS THE RECEIVER FOR THE PROPOSED MELODY LAKE WATER DISTRICT**

**WHEREAS**, White Knight Water Company, abandoned its property and stopped servicing the Melody Lake homeowners with water, in violation of its agreement with the Public Service Commission; and

**WHEREAS**, White Knight stopped paying real estate taxes on its buildings, including the property that contained the water company servicing the Melody Lake HOA; and

**WHEREAS**, the Town of Thompson is currently named as Receiver for the water company servicing the Melody Lake HOA as delineated and recognized by the Public Service Commission as a result of White Knight's abandonment of the water company; and

**WHEREAS**, the Town of Thompson is in the process of creating a water district to service the needs of the Melody Lake HOA at the HOA's request; and

**WHEREAS**, the County of Sullivan has foreclosed and taken the aforesaid property due to the failure of White Knight to pay real estate taxes; and

**WHEREAS**, the County of Sullivan would like to transfer title of the Melody Lake water company property to the Town of Thompson for the amount of the 2013 taxes; and

**WHEREAS**, the Town of Thompson, as Receiver for the water company and in connection with the ongoing creation of a Town water district for the Melody Lake HOA, would ultimately require having title in said property once the water district is formed.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Thompson authorizes the Supervisor to engage in negotiations with the County Treasurer to acquire the Melody Lake water company property as Receiver on behalf of the water company, which property will ultimately be transferred to the Town upon creation of a water district; and

**BE IT FURTHER RESOLVED** that the Supervisor use his best efforts to negotiate the acquisition of the aforesaid property at the least cost to the proposed water district, not to exceed a total expense of \$2,500.00 to complete the transaction with said amount to be paid for by funds currently held on behalf of the water company by the Town as a Receiver.

Adopted the 4th day of March, 2014.

Moved by: Councilman John A. Pavese  
Seconded by: Councilman Richard Sush

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [X] No [ ]
Councilman PETER T. BRIGGS	Yes [X] No [ ]
Councilman RICHARD SUSH	Yes [X] No [ ]
Councilman SCOTT MACE	Yes [X] No [ ]
Councilman JOHN A. PAVESE	Yes [X] No [ ]

**4. EMERGENCY REPAIRS: EMERALD GREEN SEWER DISTRICT PUMP STATION NO. 03, MARGINAL ROAD, ROCK HILL**

Supt. Culligan reported on a failure with Pump Station No. 3 in the Emerald Green Sewer District causing the pump to flood. These repairs will be bonded, but the bonding process has not been completed and the bidding process cannot commence until after the bonding is completed. The pump station is back up and running temporarily, however in his past history with pumps once they get wet the lifetime is very short especially considering that the station has already failed. This particular Pump Station was built back in the 1960's, which is part of the original Lake Louise Marie Development. He obtained a price quote from Smith & Loveless, Inc. who is a sole source provider. The total replacement price is \$48,403.00, which will be included in the same bonding for other various improvements to the Emerald Green Sewer District. Supt. Culligan said that Pump Station No. 1 will also require replacement, however those improvements will be bid out once the bonding is in place. Supt. Culligan said that this is an emergency repair and he is requesting authorization to replace pump station no. 3 as soon as possible before it completely fails. He said that there is a six week delivery time period, which is the reason that it needs to be ordered as soon as possible. The Town Board agreed to authorize the request at this time since it is an emergency situation and they will continue to proceed with the bonding process. The company is providing the Town with a 15% discount if ordered directly from the company, which is recommended.

**The Following Resolution Was Duly Adopted: Res. No. 97 of the Year 2014.**

Resolved, that the emergency repair purchase to replace the Emerald Green Sewer District Pump Station No. 3 located on Marginal Road, Rock Hill in the amount of \$48,403.00 from Smith & Loveless, Inc. hereby be approved and the Water and Sewer Superintendent hereby be authorized to order the necessary pumps according to the obtained price quote.

Moved by: Councilman Pavese                      Seconded by: Councilman Briggs

Vote: Ayes 5                      Rieber, Pavese, Briggs, Sush and Mace

Nays 0

**5. ORDER TO ESTABLISH PUBLIC HEARING: BONDING EMERALD GREEN SEWER DISTRICT IMPROVEMENTS**

**The Following Resolution Was Duly Adopted: Res. No. 98 of the Year 2014.**

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall, in Monticello, New York, in said Town, on March 4, 2014, at 7:30 o'clock P.M., Prevailing Time.

PRESENT:

William J. Rieber, Jr.  
Supervisor

Richard Sush  
Councilman

Peter T. Briggs  
Councilman

John A. Pavese  
Councilman

Scott Mace  
Councilman

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In the Matter of the Increase and Improvement  
of the Facilities of the Emerald Green Sewer  
District in the Town of Thompson, Sullivan  
County, New York.

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**ORDER CALLING PUBLIC HEARING**

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WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has had under consideration the increase and improvement of the facilities of the Emerald Green Sewer District, in said Town, consisting of new pumps, valves, control improvements at Pump Stations No. 1 and No. 2, and a standby generator at Pump Station No. 3 in said District, including incidental expenses in connection therewith; and

WHEREAS, the Town Board of said Town has duly caused McGoey, Hauser and Edsall Consulting Engineers P.C. to prepare a plan and report, including an estimate of cost relating to said increase and improvement of facilities in said District; and

WHEREAS, the estimated maximum cost to said District of such increase and improvement of facilities is determined to be \$125,000; and

WHEREAS, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due; and

WHEREAS, it is now desired to call a public hearing on said proposed increase and improvement of facilities and the plan and report, including estimate of cost pursuant to Section 202-b of the Town Law; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Thompson, Sullivan County, New York, shall be held at the Town Hall, in Monticello, New York, in said Town, on March 18, 2014, at 7:30 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of said District in said Town, and the plan and report, including estimate of cost referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published in the Sullivan County Democrat, a newspaper having general circulation in said Town, and posted in the manner prescribed by law, which notice shall be in substantially the following form, to-wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Thompson, Sullivan County, New York, will meet at the Town Hall, in Monticello, New York, in said Town, on March 18, 2014, at 7:30 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Emerald Green Sewer District (the "District") in said Town, consisting of new pumps, valves, control improvements at Pump Stations No. 1 and No. 2, and a standby generator at Pump Station No. 3 in said District, including incidental expenses in connection therewith, in said District, at an estimated maximum cost of \$125,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned, levied and collected in said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

Dated: Monticello, New York  
March 04, 2014

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF THOMPSON,  
SULLIVAN COUNTY, NEW YORK

MARILEE J. CALHOUN  
TOWN CLERK

Section 3. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

William J. Rieber, Supervisor	VOTING	Aye
Richard Sush, Councilman	VOTING	Aye
Peter T. Briggs, Councilman	VOTING	Aye
John A. Pavese, Councilman	VOTING	Aye
Scott Mace, Councilman	VOTING	Aye

The order was thereupon declared duly adopted.

## **6. NYSDEC VIOLATION NOTICES – ROCK HILL/EMERALD GREEN WASTEWATER TREATMENT PLANT & MELODY LAKE SEWER DISTRICT SEWAGE TREATMENT PLANT**

Superintendent Culligan reported on several permit violations in the Rock Hill/Emerald Green Wastewater Treatment Plant primarily regarding the control of the Phosphorus levels. He explained several reasons why these issues are occurring. The Town is in the process of working on a better solution to resolve the issues. In the meantime the NYS DEC issued a violation. The Town is subject to penalties of up to \$37,500 per day, per violation. The NYS DEC has requested a meeting at their office in New Paltz on Monday, March 10<sup>th</sup>, 2014 at 10:30 AM to discuss the corrective action plan for these violations. Attorney Mednick briefly reported on the penalties, which can be imposed and the negotiation measures that could be taken.

Superintendent Culligan also reported on the violation that was issued on the Melody Lake Sewer District Sewage Treatment Plant, which is since the Town is behind schedule with the SPDES permit compliance schedule. He said that the Town is in the process of constructing a new plant; however the funding through the NYS EFC has delayed the process. The Town has completed the first two steps required, but some of the other requirements that were scheduled for completion last fall had to be held off due to the lack of funding in place. Comptroller Lasher said that the NYS EFC provided the preliminary design reviews to the NYS DEC for review. The DEC never acted on the plans, which also contributed towards the delay. Supt. Culligan said that it is not unusual that the DEC would go back 18-months when reviewing. This is normal for them when conducting and requesting information.

Supervisor Rieber, Supt. Culligan, Attorney Mednick and the Town Engineer all plan to attend the meeting in New Paltz with the DEC this Monday.

## **7. ACTION: EMPIRE STATE PERFORMANCE RALLY, INC. AGREEMENT FOR USE OF TOWN HIGHWAYS**

Attorney Mednick provided a copy of the new 2-Year license agreement between the Town and Empire State Performance Rally, Inc. for the Road Rally Events. This agreement is similar to last year except for the time period of the agreement, which will now be 2-Years instead of 1-Year and the Schedule "A" description of roadways. Some of the roadways were changed as a result of the course being modified. The agreement will expire on December 31<sup>st</sup>, 2015. A Certificate of Insurance naming the Town and others Additional Insured's is required for each specific event. A copy of the road closure schedule was also provided and attached.

### **The Following Resolution Was Duly Adopted: Res. No. 99 of the Year 2014.**

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 hereby authorizes the Supervisor to execute said agreement between Empire State



Resolved, that the following bills over \$1,250.00 for the Water & Sewer Department be approved for payment as follows:

**PEAK POWER** **\$2,156.50 TOTAL COST**  
1 Bi-Annual System Check – As per contract agreement includes 3 Generators  
1 – Harris Pump Station Generator, 2 – BenMosche Pump Station Generator and 3 – CP Center Pump Station Generator

**TOTAL COST = \$2,156.50**

(For: Bi-Annual Generator service contract for the Harris Sewer District. The price is depending upon generator size.)

Motion by: Councilman Sush Seconded by: Councilman Mace

Vote: Ayes 5 Rieber, Pavese, Briggs, Sush and Mace

Nays 0

### **9. BILLS OVER \$1,250.00 – WATER & SEWER DEPARTMENT**

**The Following Resolution Was Duly Adopted: Res. No. 103 of the Year 2014.**

Resolved, that the following bills over \$1,250.00 for the Water & Sewer Department be approved for payment as follows:

**PEAK POWER** **\$2,855.25 TOTAL COST**  
1 Bi-Annual System Check – As per contract agreement includes 3 Generators  
1 – Kiamesha Plant Generator, 2 – Kiamesha Portable Generator and 3 – Patio Homes Pump Station Generator

**TOTAL COST = \$2,855.25**

(For: Bi-Annual Generator service contract for the Kiamesha Sewer District. The price is depending upon generator size.)

Motion by: Councilman Sush Seconded by: Councilman Briggs

Vote: Ayes 5 Rieber, Pavese, Briggs, Sush and Mace

Nays 0

### **10. ORDER BILLS PAID**

There were no bills submitted for payment. Comptroller Lasher will submit this month's bills at the next meeting so that payment can be authorized.

### **NEW BUSINESS: PURCHASE REQUEST: ADM INTERIORS, INC. – FOR (4) NEW WINDOW TREATMENTS**

**The Following Resolution Was Duly Adopted: Res. No. 104 for the Year 2014.**

Resolved, that the proposal from ADM Interiors, Inc. hereby be accepted and approved to purchase (4) new window treatments for the Court Room and Supervisor's Office for a total cost of \$1,498.00 as follows:

Custom made window treatments verticals blinds – commercial grade  
1 unit installed – Supervisor's Office \$310.00

3 units installed – Court Room \$878.00

1 unit installed – Court Clerk’s Office \$310.00

**\$1,498.00 Total Cost**

(Note: The (3) Court Room and (1) Court Clerk’s Office units will be reimbursed through the JCAP Grant Funds, which the Town has been awarded.)

Motion by: Councilman Mace                      Seconded by: Councilman Briggs

Vote: Ayes 5                      Rieber, Pavese, Briggs, Sush and Mace

Nays 0

**NEW BUSINESS: PURCHASE REQUEST: CARPET INSTALLATION PROPOSALS**

Supervisor Rieber reported that according to procurement guidelines he obtained two proposals for new carpeting in the Supervisor’s Office, Supervisor’s Secretary Office/Entryway, Closet and Comptroller’s Office. The first quote was from TFC Flooring, Inc. for a total of \$4,435.00 and the second quote was from Bruce’s Carpet & Floor Covering for a total of \$2,422.00. The quotes were broken down for each room for same materials (carpet tiles). It was recommended by employees Jack Rustic and Glenn Somers that the installation be contracted out and not done in house. The Town Board considered the proposals presented and after discussion it was recommended that the carpet be replaced in all (3) rooms. The Board approved the proposal for Bruce’s Carpet & Floor Covering as follows:

**The Following Resolution Was Duly Adopted: Res. No. 105 of the Year 2014.**

Resolved, that the proposal from Bruce’s Carpet & Floor Covering hereby be accepted and approved to purchase new carpeting in the Supervisor’s Office, Supervisor’s Secretary Office/Entryway, Closet and Comptroller’s Office for a total cost of \$2,422.00.

Motion by: Councilman Pavese                      Seconded by: Councilman Sush

Vote: Ayes 5                      Rieber, Pavese, Briggs, Sush and Mace

Nays 0

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

Highway Department Superintendent Richard Benjamin is requesting that the Town Board declare 2002 Bomag BW 900-50 roller, serial #GX620, for the Highway Department as surplus. He will offer it for sale at auction at a future date.

**The Following Resolution Was Duly Adopted: Res. No. 106 of the Year 2014.**

Resolved, that the 2002 Bomag BW 900-50 roller, serial #GX620, for the Highway Department hereby be declared surplus and that the Highway Superintendent be authorized to either sell, auction, bid or scrap said equipment, whichever is best financially.

Moved by: Councilman Briggs

Seconded by: Councilman Pavese

Vote: Ayes 5      Rieber, Pavese, Briggs, Sush and Mace  
      Nays 0

### **SUPERVISOR REPORT**

Supervisor Rieber reported on the following items:

- 1) Installation of new computers throughout the various Departments in Town Hall.
- 2) Increase speed of internet service through Time Warner Cable.
- 3) Obtain RFP's for new phone system in Town Hall, current phone system is obsolete and if it fails the Town Hall will be without a phone system. The system is in need of replacement, which should cost less than \$7,500.00 to replace. There are funds in the Towns building improvement budget for the expense. Comptroller Lasher will prepare the RFP's and provide them at the next Town Board Meeting for the Boards review for authorization to solicit. The type of phone system and different options available were discussed. Supervisor Rieber has also looked into purchasing a poly-com conference phone to be used for conference calls in the conference room.
- 4) Installation of wireless Wi-Fi connection in Town Hall. The wires for the connection will be run in house by employee Brad Bastone.
- 5) Cancellation of two additional phone lines in Town Hall that are not being used, which will save unnecessary expense of Town funds.

### **COUNCILMEN & DEPARTMENT HEAD REPORTS**

Councilman Briggs reported on the Celebrate Life ½ Marathon, which is scheduled to be held this Sunday in Rock Hill. They are expecting approximately 1,000+ attendees. He also briefly reported on the Spay/Neuter Grant Funding Program that he will be working on over the next couple of weeks and should have information to report on at the next meeting.

Councilman Sush reported on the status of the Sullivan Renaissance Grant Application for the Beautification Grant at the Town Park. He spoke with a representative from Sullivan Renaissance regarding the stipulations and requirements. One of the requirements is a letter of support from the Town Supervisor. He is scheduled to meet with Terry VanderMuelen to further discuss the matter before a letter of support is provided. There are specific plans that Sullivan Renaissance will not approve. There are also some other recommendations suggested such as a master plan. The Town would have to consider where the funding would come from to fund the matching funds grant. He will look into some other options. He briefly explained the particular details for the proposed project. He will also be obtaining a copy of the award letter from Terry VanderMuelen for the file. The grant information and detailed sign plans will be emailed to the Town Board Members for their review and recommendation. He also reported on two upcoming events.

Councilman Mace reported that he is still looking into the Grant Funding for Solar Energy Projects that is available through NYSERDA. He also commented on the need for a committee regarding the creation of an Employee Manual. Attorney Mednick is

looking into the preparation of documentation regarding this matter to be submitted as part of the Insurance Risk Control Recommendations. He also said that the Town needs to start working on putting training information together for employees according to our Workforce Violence Prevention Policy. Supervisor Rieber said that he knows someone who provides similar training with the MTA. They are looking into obtaining permission from the MTA to see if some of their course materials could be used by the Town where applicable. He also reported on upcoming events that will be taking place in Rock Hill.

Councilman Pavese also reported on an upcoming event that the Monticello Fire Department will be having.

All upcoming events can be found listed near the end of these minutes under Announcements, Reminders and For Your Information.

**OLD BUSINESS:**

There was no old business reported on.

**NEW BUSINESS:**

**TAX CERTIORARI SETTLEMENT: DEBRA RAVE, ANDREA PERKEL & ANDREA GLICKSMAN, SBL # 52K-1-30 – 102 LAKE SHORE DRIVE WEST, ROCK HILL**

Attorney Mednick reported on the above-mentioned tax settlement proceeding, which will be presented at the next meeting for consideration.

**PUBLIC COMMENT:**

Sharon Jankiewicz of Rock Hill recognized Highway Superintendent Richard Benjamin, Jr. on his recent appointment to the Executive Committee of the NYS Highway Superintendents Association, which is a pretty prestigious appointment. He is the only representative from Sullivan County on the Executive Board. This is the reason why Supt. Benjamin is not present he is currently in Albany meeting with the State Association. She also commented on the Melody Lake Water Property Acquisition issue cautioning the Town Board to keep Receivership responsibilities separately from Town responsibilities.

Pamela Zaitchick of Glen Wild asked the Board what the status and outcome of the work-session that was held earlier this evening was. Supervisor Rieber responded explaining that the Board reviewed through the Accessory Buildings Local Law section by section and made some progress, however the Board still needs to consider several issues before finalized. This will require an additional work-session to revisit the Accessory Buildings Local Law at which time they will also begin reviewing the Interim permit Amnesty Program Local Law that they did not get to.

John Flynn of the Wolf Lake Community in Rock Hill also commented on the Celebrate Life ½ Marathon Event, which is scheduled to take place this Sunday in Rock Hill.

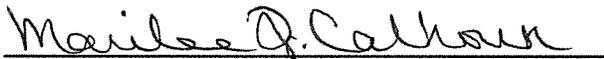
## **ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION**

- March 5<sup>th</sup>: Monticello Kiwanis Club Fish Fry Dinner, 5 PM to 7 PM at the Monticello Elks Lodge-\$13.00 per person.
- March 5<sup>th</sup>: Ribbon Cutting Ceremony at the new Ciao Bella's Restaurant at the former Buona Fortuna Restaurant location at 5 PM to 7 PM. (Note date change from March 3<sup>rd</sup> to March 5<sup>th</sup>.)
- March 15<sup>th</sup>: 4<sup>th</sup> Annual Rock Hill St. Patrick's Day Parade, line up 12 PM, step off 1 PM on Rock Hill Drive from The Sullivan to I-86 Automotive.
- March 16<sup>th</sup>: Monticello Fire Department Annual Spring Pancake Breakfast 7 AM to 12 PM, Adults \$7.00, Seniors \$5.00, Children under 12 \$4.00 & under 5 free.
- March 18<sup>th</sup>: Town Board Work-Session at 6:30 PM – Discussion regarding Proposed Local Laws for Accessory Buildings and Interim Permit Amnesty Program.
- March 18<sup>th</sup>: Public Hearing @ 7:30 PM for Bonding – Emerald Green Sewer District Improvements.

## **MEETING RECESSED**

On a motion made by Councilman Briggs and seconded by Councilman Sush the meeting was recessed at 8:35 PM until Tuesday, March 18<sup>th</sup>, 2014 at 6:30 PM for a Work-Session to continue discussion on the (2) Proposed Local Laws involving Accessory Buildings and Interim Permit Amnesty Program.

**Respectfully Submitted By:**



**Marilee J. Calhoun, Town Clerk**

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

THIS AGREEMENT entered into this 4<sup>th</sup> day of March, 2014, 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, 2015, 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. William J. Rieber, Jr., 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: William J. Rieber, Jr.  
William J. Rieber, Jr., Supervisor

(Seal)

\_\_\_\_\_  
Michael Cosgrove, Secretary

EMPIRE STATE PERFORMANCE  
RALLY INC.

By: \_\_\_\_\_  
Fran Gager, President

## SCHEDULE "A"

April 26-27, 2014

Wild Turnpike from East Glen Wild Road to the Town line  
Glen Wild Road from the Town line to Adams Road  
Wolf Lake Road, from Route 17 to Katrina Falls Road  
Katrina Falls Road, from Wolf Lake Road to Holiday Mountain Trail  
Holiday Mountain Trail, from Katrina Falls Road to Edwards Road  
Edwards Road, from Holiday Mount Trail to the Town line  
Adams Road, from Glen Wild Road to Bowers Road  
Bowers Road, from Adams Road to East Glen Wild Road  
East Glen Wild Road, from Glen Wild Road to Wild Turnpike  
Levine & Whittaker Roads