

TOWN OF GOSHEN
TOWN BOARD WORK SESSION
May 7, 2012
MINUTES

A work session of the Town Board of the Town of Goshen was held on the 7th day of May, 2012 at Town Hall located at 41 Webster Avenue, Village of Goshen, County of Orange, State of New York.

Present:	Douglas Bloomfield	Supervisor
	Louis Cappella	Councilman
	Philip Canterino	Councilman
	George Lyons	Councilman
	Kenneth Newbold	Councilman

Also Present:	Dennis Caplicki	Town Attorney
	Valma Eisma	Town Clerk

Supervisor Bloomfield opened the meeting at 7:35 p.m. and led the Pledge of Allegiance.

ITEMS FOR DISCUSSION:

1. CONTINUE DISCUSSION REGARDING THE PROPOSED CONSERVATION EASEMENT AND PROPERTY TRANSFER OF PARCEL B, NEW YORK FARMS, LLC TO THE TOWN OF GOSHEN:

Supervisor Bloomfield asked Attorney Caplicki to take the lead on this. Attorney Caplicki explained that presently, in their packages, the Board should have copies of all these agreements. He said this packet contains most of the documents that will be signed by all the parties in regard to Heritage Estates/New York Farms. He said what the packet does not include is the formal Resolutions, but he wanted the Board to have the other papers to review. Attorney Caplicki said the maps are still being reviewed, and will be supplied later. He said everyone is trying to keep the cost down, as these have all been reviewed by the Planning Board, and it would be costly to do them all again.

Attorney Caplicki explained the first document deals with the Right-of-Way Abandonment Agreement, which refers to Parcel B, the property that has Bridal Path, will be eventually transferred to the Town, and committed to Parkland. He said other steps will be taken to make it virtually impossible for any through road to ever be built on it.

Attorney Caplicki said the rest are standard documents, and quickly went through the titles of the other sets of papers in the packet: Irrevocable Offer of Dedication, the Declaration of Open Space Conservation Easement "Heritage Estates" Open Space Parcel "A" – 73.94 Acres; Permanent Easement – Drainage-Storm Water Detention Ponds-Parcels A, B, and C; the Bargain and Sale Deed, Road Widening, Knoell Road-Old Chester Road Intersection – 0.38 Acres; the Permanent Easement for the Sewer Pump Station – 0.06. Acres and 20 ft. Wide Sewer Line, the Bargain & Sale Deed, Roads "A" and "B" – Heritage Estates; and the Turnover Agreement.

Attorney Caplicki said the Turnover Agreement, Heritage Estates Sewer and Water Systems, was red lined today, and submitted to Mr. Walker, Attorney Sweeney, and the Planner Steve Esposito. He said that Riddick Associates has reviewed this, and if you look through your agreement, you will see various underlining, and or notations in the margins. However, it would be more difficult to find them, as without colored ink, the red lines do not show up as well. He said these indicate changes, or modifications. He explained that the underline means more information was added or taken away.

As an example, he said on page 4, the first and second underlines changed the number from 50 to 1 in both places. Attorney Caplicki said that this may need some attention. He received an email from Mr. Walker earlier in the day, and he was not very concerned about the other changes, but concerned about the change of the number of dwelling units being changed from 50 to 1. Attorney Caplicki said that what this refers to is that on the water system, they will have wells on site that will be integrated into the Hambletonian Water District. He said that this indicates that the applicant needs time, and money to build the infrastructure out, and they computed that out to be about the 50th house.

Attorney Caplicki said he changed that, as he did not understand the concept to the first house. He said the theory being, that we are expanding our district, and I have concerns about a subset within that district operating on a different system. He said in this instance Heritage Estates is operating as a private water system, until they have the 50 homes, and then integrating it over into the Hambletonian system. He said " I don't know if that is going to be legally permissible, not by us, but by the State of New York." Attorney Caplicki stated that if they are in a district, they have to be serviced by the district.

Supervisor Bloomfield asked if the Heritage water is pumped into the existing system, the water then flows to the homes? Mr. Walker replied to the Supervisor, but did not have a microphone, and his reply was inaudible. Attorney Caplicki said that is a private system at that point, and he did not know what system of billing, or how fair or unfair this would be to the residents of the district. Attorney Caplicki said the State regulates these districts, and they are very strict. Attorney Caplicki stated "I am not saying it can't be done, it just suddenly dawned on me, when we were reviewing this, that I did not know what the theory was behind it."

Supervisor Bloomfield said that in discussing this way back, Councilman Cappella had a good idea. He said that whether one or fifty homes, the power for the pumps, etc. expenses would be borne by the applicant, New York Farms, LLC. However, beyond that Councilman Cappella said, "I thought it was part of the expanded district." "He said that our people would run it, maintain it etc." Again Mr. Walker replied, still inaudible. Attorney Caplicki's reply was it could take years to sell fifty homes. He said you will have this constituency out there with COs, confused as to who they should be paying, etc. He said they should be paying the Town, they are in the district.

There was a lengthy discussion on various problems that might arise, such as, for any number of reasons, the project should not be finished, and they were not integrated into the system, they are than a stand alone system which the Town would have to take over. Bonds were discussed to help in the event the Town should have to do this. Attorney Caplicki stated he was more concerned about the legality of that system, that perhaps the Comptroller could say we can't do this. Also who would be doing the billing, how it would be handled, and who would pay for the water testing, etc. required by the County.

Councilman Canterino stated he sees this as an economic issue, and he asked Mr. Walker if he was proposing building the infrastructure one house at a time? Councilman Canterino said there is no precedent that the Board has of a subdivision that would expand another district. He said this is not what we normally do, and did not feel that we allow subdivisions to do one at time.

Mr. Walker, speaking from the microphone, stated that the project will be done in phases. The infrastructure for each phase would be completed before going to phase two, and so on. Attorney Caplicki said, using twenty homes as an example, you are still building them one at a time, and I am assuming you are extending the lines to those homes as you go along. Attorney Caplicki stated that if you expand each phase into the district as it is completed, the next phase cannot be expanded in until it is complete, therefore who is going to service it? There was then an extended discussion about the difference between the delivery of water as opposed to sewer, since New York Farms would be bringing their water to the district.

Supervisor Bloomfield said he would like to consult Joe Klopchin in reference to all these problems. He stated that Mr. Klopchin is a college graduated Water/Sewer expert licensed in New York State. He said when the Town took over the Scotchtown Park water system, after the County condemned the district, Mr. Klopchin was the person who brought it up to standard. He said since we will be responsible, we need the approval of the County and the State.

Mr. Walker said he had a feeling that things were not moving forward, as all of this had not been discussed before. He asked if they would be allowed to go forward with the sewer system? Attorney Caplicki said he saw no reason not to address the sewer system at this time, but not the water system. Supervisor Bloomfield said "we need to talk about this."

Councilman Cappella addressed Mr. Walker, and stated that this is the first the Board has heard about this. He said he cannot pass something he does not understand, he has to read and understand it before he can approve it. "I will not be someone who passes something, and then reads it later."

Mr. Walker asked if we put in the whole water system up front, will this be resolved on Thursday night? We are in a position where we are spending time, effort and money to build a business in this town. " We are at a point where we have to move forward."

Councilman Lyons said you are at a point where you are going to move forward, but then you are going to leave and the Town will inherit this. "We are in this for the long run." He said "we have had fiasco after fiasco with private water districts. He said he did not want a piece meal arrangement, he wanted a whole package deal. He said he wanted to see everything in order, and that everyone was comfortable with it. Councilman Lyons said he will not be pushed into anything, no matter how long it takes to do this.

Mr. Walker said they are doing an eighteen unit subdivision in the Village, built the infrastructure, and are ready to turn it over the Village to hook up to their systems. Again it was explained that the whole system was completed and just had to be connected to the exiting system, and probably was bonded.

The question of the commitment the applicant has from the Village was discussed, and at this time there is no written, signed commitment. Attorney Caplicki said he was told a formal resolution would be adopted by the Village at the May 14th meeting.

Attorney Caplicki again referred to the hook up fees. He stated that in the past there was a hookup fee that had to be paid, it needs to be decided who is going to be responsible for it, so that there are no disagreements later.

Supervisor Bloomfield asked, "in view of all of this, what should our next step be?" Attorney Caplicki replied perhaps he could set up a conference call to Mr. Klopchin, the engineers, etc. It was decided that Attorney Caplicki will set up a meeting with Dennis Lindsey, Town Engineer,

Mr. Klopchin, Supervisor Bloomfield, Attorney Caplicki and the applicant if he would like to attend, to see if these items of concern can be worked out.

Since items one, two and three on the agenda all involved everything that was discussed to this point, Supervisor Bloomfield moved to Item 4 on the agenda.

4. CONTINUE DISCUSSION REGARDING THE PROPOSED CONSERVATION EASEMENT FOR A SIX (6) LOT SUBDIVISION OF THE JOHN DICKERSON ESTATE AND APPROVE THE SAME:

Attorney Caplicki addressed this, saying that there is a problem in that the Dickerson's want access to the easement forever, and the restriction on the property leaves the purchasers with limited rights to their own properties. Attorney Caplicki and the Board reviewed the entire proposal at length. Supervisor Bloomfield said that the restrictions are so harsh on the buyer, and he did not feel that they would understand these restrictions when they purchased the home. The Board discussed the easement, and did not like the harsh restrictions put on the purchasers, and would rather see the easement written closer to the easement that was used for the Persoon Farm. Supervisor Bloomfield stated that the Persoon easement was much more relative to open space and a farm. He said that we have to have some input on this, but I do not want to get into re-writing this easement.

Councilman Canterino said if I buy the lot, and half of it falls on this easement, they can allow their people to come onto a section of my property, that I am not allowed to use myself, yet "I bought it, I own it, am paying taxes on it. Councilman Lyons said if he buys lot 6, he does not see anything in this that says I can't walk on it, but I do see where they can. He said it "looks like they want their cake, and eat it." Councilman Lyons said that "if they want to use that property, keep it for themselves, just don't sell that part."

Supervisor Bloomfield said he would like to review this again, and mark it up into something we can live with, present it to Attorney Caplicki, and take it up again at the next work session. The Board will address this again on Thursday.

5. REVIEW AND DISCUSS A PROPOSED GENERIC CONSERVATION EASEMENT TO BE USED AS APPLICABLE IN FUTURE DEVELOPMENT:

Supervisor Bloomfield stated that he would like to have a generic conservation easement that the Board could work off of in the future. He said he would like it to be similar to the Persoon easement. He said he would like to look at the Persoon Easement at the next work session, and "we can work out one that the Board would be comfortable with." Attorney Caplicki stated he had two other examples of easements the Building Inspector had given him. Supervisor Bloomfield replied the Board would look at all three, and other sections of the easement they would like to discuss at that work session.

6. DISCUSS THE JANUARY 1, 2011 – DECEMBER 31, 2012 CSEA CONTRACT, AND AUTHORIZE THE SUPERVISOR TO SIGN THE SAME:

Supervisor Bloomfield said he had received the new CSEA Contract from Fred Schmit, the CSEA Negotiator. He said the contract includes the rollover provisions that the Board had talked about, and that were included in the MOA. The Supervisor reported that he had gone over the agreement, word for word, to be sure that it contained everything that the Board had agreed to. He said he feels that it is ready to be signed. Councilman Lyons had questions about changing a word from injury to invalidity, and

if there was such a position as a working leader? Supervisor Bloomfield replied yes. After a brief discussion Councilman Canterino made the following Motion.

**TOWN OF GOSHEN
RESOLUTION**

**APPROVING AND AUTHORIZING THE SUPERVISOR TO SIGN THE TOWN OF GOSHEN
WITH CSEA CONTRACT FOR THE TERM JANUARY 11, 2011 TO DECEMBER 31, 2012**

INTRODUCED BY: Councilman Philip Canterino

SECONDED BY: Councilman Louis Cappella

Dated: May 7, 2012

At a meeting of the Town Board of the Town of Goshen, County of Orange, State of New York, held at Town Hall in said Town on the 7th day of May 2012,

WHEREAS, representatives of the Town of Goshen have negotiated with the Civil Service Employees Association with respect to employment terms for Town employees members of the CSEA Union; and

WHEREAS, the Town and union have reached an agreement with respect to the terms of an agreement for the employment for said employees for the period January 1, 2011 to December 31, 2012; and

NOW, THEREFORE BE IT RESOLVED, that the Town of Goshen does hereby approve the contract annexed hereto as Exhibit A for the period of January 1, 2011 to December 31, 2012 between the Town of Goshen and Town employees who are members of CSEA Union and that the Supervisor of the Town of Goshen is authorized to sign same on behalf of the Town and any other Documents as are necessary to effectuate the terms of this resolution.

UPON ROLL CALL VOTE:

Supervisor, Douglas Bloomfield	<u>AYE</u>	Councilman, Philip Canterino	<u>AYE</u>
Councilman, Louis Cappella	<u>AYE</u>	Councilman, Kenneth Newbold	<u>AYE</u>
Councilman, George Lyons	<u>AYE</u>		

Vote: Resolution carried by a vote of 5 to 0.

7. DISCUSS USE OF PESTICIDES ON TOWN HALL PROPRTY, INORGANIC VS ORGANIC MATERIAL OR NONE:

Supervisor Bloomfield explained that the Town has had a pest control company spaying the outside of the building for some time. He said they put out flags warning of the spraying, and some people have commented, and complained about it. He said he had his secretary call, and ask if there is some organic spray that could be used. The company replied they could do that for an extra \$15.00 a month, making

the total cost per month \$50.00. However, they said it is citrus based, and some people are allergic to citrus, and fruits, so that you still have a problem with this product.

Supervisor Bloomfield stated that he would suggest the Board just discontinue the contract, if there is one. He said he saw no reason to warrant the service. There was a discussion as to whether there is a written contract or not. Councilman Newbold made the Motion to authorize the Supervisor to terminate the contract if there is one. Councilman Lyons seconded the Motion. Motion carried 5 to 0. Supervisor Bloomfield will check to see if there is a written contract.

8. DISCUSS AND APPROVE RESOLUTION APPROVING THE ISSUANCE OF SATISFACTION OF MORTGAGE WITH RESPECT TO THE WARWICK AREA MIGRANT COMMITTEE WITH THE TOWN OF GOSHEN DATED JUNE 7, 1988, AND AUTHORIZE THE SUPERVISOR TO SIGN SAME AND ANY OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE TERMS OF THIS RESOLUTION:

Attorney Caplicki explained that this goes back to 1988, the United States Department of Housing and Urban Development was willing to grant money to a governmental entity, for the purpose of constructing a medical facility to help the migrant workers. The Town of Goshen, due to our geographical location was chosen to possibly receive the grant. He said the Town did not want to get involved in constructing a medical facility for anyone, but thought it was a good idea. Attorney Caplicki said the grant came through the Town for approximately \$57,000, and in turn the Town passed the money to the Warwick Area Migrant Committee Inc. which constructed the medical facility known as the Alamo.

Attorney Caplicki said to assure that the funds would be handled properly, the Town took back a Collateral Security Mortgage against the building, and in addition had them sign an agreement holding the Town harmless. Attorney Caplicki reported the Warwick Area Migrant Committee Inc. is going out of business, and selling the property. He said however, the building is encumbered by this mortgage so that they cannot proceed with the sale. Attorney Caplicki said they are asking the Town to release them with a Satisfaction of Mortgage.

Councilman Canterino made the Motion to approve and authorize the Supervisor to Sign the Satisfaction of Mortgage with respect to the Mortgage dated June 7, 1988; Warwick Area Migrant Committee with the Town of Goshen.

**TOWN OF GOSHEN
RESOLUTION**

Approving and Authorizing the Supervisor to Sign Satisfaction of Mortgage With Respect to Mortgage dated June 7, 1988; Warwick Area Migrant Committee with the Town of Goshen

INTRODUCED BY: Councilman Philip Canterino
SECONDED BY: Councilman George Lyons
DATED: May 7, 2012

At a meeting of the Town Board of the Town of Goshen, County of Orange, State of New York, held at Town Hall in said Town on the 7th day of May 2012,

WHEREAS, the Town of Goshen received a collateral security mortgage from the Warwick Area Migrant Committee on June 7, 1988 in connection with a grant from the United States Housing and Urban Development for the construction of a medical facility to serve the migrant farm worker community, and

WHEREAS, pursuant to the terms thereof, the subject mortgage was to be satisfied after five (5) years from the date of issuance of a Certificate of Occupancy by the Town of Goshen for the medical facility building and provided that for a period of five (5) years thereafter the Warwick Area Migrant Committee adhered to all of the terms of an agreement between the parties dated June 7, 1988, and

WHEREAS, more than five (5) years have passed since the aforementioned medical facility was constructed and a Certificate of occupancy was issued by the Town of Goshen and the Warwick Area Migrant Committee Inc. has complied with all of the terms set forth in the Agreement dated June 7, 1988 between the parties, for a period of five (5) years from the date of issuance of the pertinent Certificate of Occupancy.

NOW, THEREFORE BE IT RESOLVED, that the Town of Goshen does hereby approve the issuance of a Satisfaction of Mortgage with respect to mortgage dated June 7, 1988: Warwick Area Migrant Committee Inc. to the Town of Goshen, and that the Supervisor of the Town of Goshen be authorized to sign same and any other documents necessary to effectuate the terms of this resolution including termination of the agreement dated June 7, 1988 from this date forward.

Upon Roll Call Vote:

Supervisor, Douglas Bloomfield	<u>AYE</u>	Councilman, Philip Canterino	<u>AYE</u>
Councilman, Louis Cappella	<u>AYE</u>	Councilman, Kenneth Newbold	<u>AYE</u>
Councilman, George Lyons	<u>AYE</u>		

Vote: Resolution carried by a vote of 5 to 0.

With no further business Councilman Newbold made a Motion to adjourn the meeting and enter into Executive Session, with intent not to return, to discuss:

1. Al Turi Certiorari Litigation Update
2. Tax Certiorari Status Recap

Councilman Lyons seconded the Motion, Motion carried 5 to 0.

Time: 9:20 p.m.

Valma Eisma, Town Clerk