

**JOINT  
VILLAGE OF GOSHEN TRUSTEES & TOWN OF GOSHEN COUNCIL MEETING  
DECEMBER 18, 2007  
Minutes**

A joint meeting of the Village of Goshen Trustees and Town of Goshen Council was held on the 18<sup>th</sup> day of December, 2007 starting at 7:30pm at Goshen Town Hall located at 41 Webster Avenue, Village of Goshen, County of Orange, State of New York.

Town Council Present:	Douglas Bloomfield	Supervisor
	Philip Canterino	Councilmember
	Louis Cappella	Councilmember
	George Lyons	Councilmember
	Kenneth Newbold	Councilmember

Village Trustees Present:	Robert Weinberger	Mayor
	Lynn Cione	Trustee
	Kevin Corr	Trustee
	Susan Fast	Trustee

Absent:	Susan Bloom	Village Trustee
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Also Present:	Dennis Caplicki	Town Attorney
	Susan Maysels	Deputy Town Clerk
	David Donovan	Village Attorney

**A. CALL TO ORDER**

The meeting was called to order at 7:35pm by Town Supervisor Bloomfield, followed by the Pledge of Allegiance.

**B. PRIVILEGE OF THE FLOOR**

The following residents gave their opinion on whether the Town and Village should accept the \$250,000 grant from New York State Office of Parks, Recreation and Historic Preservation's Environmental Protection Fund to retroactively apply towards the purchase of the Salesian property.

Doris Bialas stated that she was against accepting this grant if it had strings attached that would limit Goshen's options in the future.

Joseph Giglio pointed out that under the sample contract from the State, the State gains control over the property for the low investment of only \$250,000. The Town and Village, which have invested millions of dollars in the purchase and improvement of the property, lose the flexibility to freely determine what to do with the property. He is against accepting this grant.

Beverly Jappen believes the entire property should be preserved in tact for the future, and if accepting this NYS grant insures this, she is in favor of acceptance.

Ray Rooney explained that he was against accepting this grant now, but suggested that if a public partner with funds is needed in the future, and officials and residents are more comfortable with the State's conditions at that time, Goshen could always approach the State again.

Reynell Andrews stated that he is against accepting this \$250,000 grant because dealing with New York State is highly frustrating and limiting.

### **C. OLD BUSINESS**

1. NYS Department of Parks, Recreation & Historic Preservation's Environmental Protection Fund Grant # EPF 540465 for \$250,000 towards Salesian Acquisition.

Supervisor Bloomfield gave the background on the grant and reported on his meetings and correspondence with NYS Dept. of PR+HP. The Supervisor then asked Town Attorney Dennis Caplicki to highlight some of the more restrictive clauses contained in the sample contract the State sent.

Attorney Caplicki explained that the Town and Village would be expected to sign a boiler-plate contract similar to the sample document, if the grant funds are accepted. Attorney Caplicki read the "Project Narrative" contained in Appendix D of the contract: "This project will provide for the acquisition of the 50-acre Salesian Property, protecting open space and providing recreational opportunities." He explained that this was a one-time grant with the provision that the Town/Village "shall not alter, demolish, sell, lease or otherwise convey the project, in whole or in part, unless it shall have first received the written approval of the State" [Appendix F Section V.(A.)]. Appendix F Section B further states, "that the [Town/Village] agrees to own or hold by lease and to maintain and operate the project for a period of 23 years from the date of the final disbursement of State funds under this Agreement."

The issue to be concerned with in accepting this grant is that the State becomes an absolute partner with the Village and Town according to Attorney Caplicki. The State would have absolute control, veto and decision power over almost every detail with respect to the utilization of this recreation facility. For example, Section XIII of Appendix E of the contract states: "The CONTRACTOR [Town and Village of Goshen] will consult with the STATE's Historic Preservation Field Services Bureau (FSB) when any development is proposed for this parcel. Development encompasses the partial or complete demolition, rehabilitation or construction of structures or landscape features, including changes to topography (the height, depth, or shape of natural and manmade ground features), vegetation (hedges, fields, wooded areas), circulation features (roads, paths, trails, parking areas, navigable waterways), natural and man-made water features, and structures, site furnishings and objects. All work will conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties. Materials describing the proposed work will be submitted for FSB review and approval, along with photographs documenting existing conditions."

Attorney Caplicki explained that accepting the grant binds the Town/Village to partnership with the State and all the conditions and restrictions it imposes. Any activities at the park would require State sign off and pre-approval.

Supervisor Bloomfield explained that the Town has a five-year financial plan of which priority #1 is operation – fiscally accountable, responsible, quality services delivered to residents in a cost effective, efficient manner. Priority #2 is to fund the 15-year road program so that the Town does not get behind in road maintenance, making it extremely difficult and expensive to catch up. Priority #3 is the purchase of

development rights and open space, which citizens specifically voted to fund, so Council takes this mandate very seriously. Priority #4 is to keep abreast of infrastructure. In 2007, the Town paid down

\$500,000 in Town debt and incurred no new debt with the exception of the open space purchases. The goal over five years is to spend the entire mandated \$5 million for open space and to pay down the Town's debt of \$4.2 million. This would result in a flat line on a debt graph. Given these priorities and budget demands the Town does not have funds in its budget for the next five years to contribute to Phases 2, 3, 4 or to deal with the \$8 million school building restoration. After the five year program to reduce debt, the Town may be in a position to contribute to the next Phase of the project.

Along with the Village of Goshen, the Town contributed the funds to complete Phase 1 of the Salesian development and is very pleased with the 20-acre park. Supervisor Bloomfield hopes everyone will enjoy it.

Mayor Weinberger explained that it is well known that the Village indebtedness is extremely high and includes Salesian purchase and the \$32 million sewer plant construction. Now the Village is facing a \$1.5 million water improvement project, and potential tax certioraris refunds for which no preparations have been made. A large percentage of the Village budget is debt payments. Mayor Weinberger does not want the Village to partner with the State – it is a dysfunctional entity. He finds the same fault with the County of Orange. He believes the grant should be declined.

To assist Councilmembers and Trustees in making their decision on how to vote this question, Supervisor Bloomfield had the Town's Budget Officer calculate the amount an average household would save in taxes if the State's \$250,000 grant was accepted. The tax savings on a house valued at \$300,000 is \$4.86 per year.

Trustee Cione said that Village Trustees have never seen the sample State contract, and for the first time tonight, many are hearing about all the conditions and restrictions it contains.

Trustee Fast said that the contract can tell the Town/Village what they cannot do – can the State make the Town/Village take action they do not wish to take, i.e. can the Town/Village be inactive? Town Attorney Caplicki responded that he believed the Town and Village would be bound by their statements in the grant application regarding the acquisition proposal which included intended projects, and that NY State could demand a refund if the work was not done as stated. Councilmember Canterino read the related clause from the sample contract entitled Appendix F, IV. Termination: "The [Town/Village] shall complete the project as set forth in the Agreement and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of the State. In the event the [Town/Village] should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the [Town/Village] by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller may cause to be withheld, from any State assistance to which the [Town/Village] would otherwise be entitled, an amount equal to the monies demanded."

Trustee Fast asked the Attorneys if, in their opinion, refusing this grant would restrict the award of other grants in the future. Attorney Donovan said he did not believe rejection would preclude future awards.

Trustee Fast asked the two Attorneys to confirm her understanding that a joint resolution of the Town Council & Village Trustees was necessary to sell of any part of the property. Village Attorney Donovan confirmed that this was true. Attorney Caplicki also confirmed that a joint resolution would be necessary to do anything to the property.

Supervisor Bloomfield asked Attorney Caplicki, who has had experience dealing with the NYS Office of Parks, Recreation & Historic Preservation, what the scenario would be if the school building was to be restored or demolished. Attorney Caplicki explained that proposals and plans would have to be submitted to the State for pre-approval and all the standard collective bargaining, non-discrimination clauses, protective wage agreements, prevailing wages, and all standard requirements of any other State facility contract would be required. It could potentially involve extensive submissions and work – that's the norm. It may require the hiring of consultants to prepare the submissions. Attorney Donovan agreed, but noted that many of these requirements would exist absent any grant from the State.

Trustee Fast stated that the Town's Budget Officer, Bill Standish informed her that the debt service for Salesian purchase costs taxpayers less than 10 cents per 1,000 of assessed value.

Councilmember Newbold said that there was never a completion date set for Phases 2, 3, or 4 of the Salesian project, so he doesn't think the State can tell the Town/Village when to start or complete the remaining Phases. Also he noted that whether the State is in the picture or not, taking down the school building would still require much the same prep work with engineers, plans, bids, etc., so this should not be a factor in making this decision. Lastly, Councilmember Newbold did not think the State would reject something this community wanted to do.

For the Village of Goshen, Trustee Fast made a motion to accept the NYS Department of Parks, Recreation and Historic Preservation's Environmental Protection Fund grant in the amount of \$250,000 for the Salesian property. Trustee Corr seconded the motion.

For the Town of Goshen, Councilmember Newbold made a motion to accept the NYS Department of Parks, Recreation and Historic Preservation's Environmental Protection Fund grant in the amount of \$250,000 for the Salesian property. Supervisor Bloomfield seconded the motion.

Supervisor Bloomfield invited discussion. Councilmember Canterino said the issue here is only if the Town/Village wants to give up substantial control over this park to New York State. Mayor Weinberger said his position is to strengthen home rule – does not believe in giving away local rights or control.

Trustee Cione said that she believes any sale or reduction of park acreage would require State approval whether the grant was accepted or not. She read the following from a publication of NYS Office of Parks, Recreation and Historic Preservation dated April 1, 2005, entitled *Handbook on the Alienation and Conversion of Municipal Parkland*, page 4: "Parkland 'alienation' occurs when a municipality wishes to sell, lease, or discontinue municipal parkland. Parkland alienation applies to every municipal park in the State whether owned by a county, town or village. In order to convey parkland to another non-public entity, or to use them for another purpose, the municipality must receive authorization from the New York State Legislature." This applies when State funding has been invested. Attorney Donovan said that this provision would apply, and all can be sure that the sample Appendix E discussed earlier with all its restrictions would be included in any State contract.

Although not in favor of reducing the footprint of the park, Trustee Corr noted that the restrictions in the State's sample contract are onerous, and given the Village experience with the State's burdening regulations regarding the sewer plant and even the slate sidewalk project, he is not in favor of accepting State constraints on Park projects.

Councilmember Cappella is against eliminating future option of this Council, and believes that this Council should not put handcuffs on future Councils by accepting the grant. So many different scenarios can arise in the future concerning this property, the use of the school building, back acreage, etc. that it would be unwise to tie the community's hands and give the State control. It could be that the Town and Village will want to consolidate some day. It would be a shame if they found they were unable to use their jointly owned property for municipal offices and had to purchase space elsewhere.

Councilmember Lyons reminded Council of the session held a few years ago, called "possibility thinking" whereby many different scenarios were explored. This grant ties official's hands at a time when flexibility is needed. He stated that Goshen has an unbelievable jewel that can remain a jewel and a source of some equity as well. This is what the taxpayer is looking for in this day and age.

Supervisor Bloomfield called for a vote on the motions.

The motion failed on a roll call vote of 0 – 4 by Village of Goshen Trustees.

Trustee Bloom	absent
Trustee Cione	NAY
Trustee Corr	NAY
Trustee Fast	NAY
Mayor Weinberger	NAY

The motion failed on a roll call vote of 0 – 5 by Town of Goshen Council.

Councilmember Canterino	NAY
Councilmember Cappella	NAY
Councilmember Lyons	NAY
Councilmember Newbold	NAY
Supervisor Bloomfield	NAY

Supervisor Bloomfield made a motion to adjourn the joint meeting, Councilmember Canterino seconded the motion. The motion carried unanimously by both the Town Council and Village Trustees.

MEETING ADJOURNED at 9:00pm

Respectfully submitted by:

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Susan Maysels, Deputy Town Clerk