

Board of Trustees Meeting Minutes

Village of Monticello

Wednesday, October 19th, 2022

6:00 pm

Call Meeting to Order

The meeting was called to order at 6:00pm by Mayor George Nikolados.

Pledge to the Flag

Roll Call

Mayor Nikolados-Present Trustee Rue-Present Trustee Banks-Present at
6:25pm

Trustee Massey-Present Trustee Jenkins-Present

Also Present:

James Snowden-Village Manager

Michael Sussman-Special Counsel

Motion to accept the agenda with the addition of the Spring Hills Resolution and one addition to item #12

A motion was made by Trustee Banks with a second by Trustee Rue. Upon the call of the roll, the vote went as follows:

Mayor Nikolados-yea

Trustee Rue-yea

Trustee Banks-absent

Trustee Massey-yea

Trustee Jenkins-yea

Approval of minutes from the September 30th, 2022 Emergency Meeting & the October 5th, 2022 regular Meeting

September 30th, 2022

A motion was made by Trustee Rue with a second by Trustee Jenkins. Upon the call of the roll, the vote went as follows:

Mayor Nikolados-abstain

Trustee Rue-yea

Trustee Banks-absent

Trustee Massey-yea

Trustee Jenkins-yea

October 5th, 2022

A motion was made by Trustee Rue with a second by Trustee Jenkins. Upon the call of the roll, the vote went as follows:

Mayor Nikolados-yea

Trustee Rue-yea

Trustee Banks-absent

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Trustee Massey-yea

Trustee Jenkins-abstain

Mayors Report

There was no report from Mayor Nikolados

Presentation-Thomas Bosket, Cornell Cooperative Extension- S.A.L.T Grant

Thomas Bosket was present and gave a presentation in regards to his program and the desire to have all of the Boards and local communities involved in allowing the youth to have a voice in their local government and what they are expecting in their local government. He would like to institute programs through this grant that will allow the youth a voice in regards to the things taking place in today's society and is need of the Village's support.

Presentation-Josh Deitchman- Mural Festival

Josh Deitchman was present. He's an artist and former community resident that is an artist and would like to beautify Monticello through the means of murals on the abandoned and vacant buildings. He would like to bring a festival to the Village sometime next year around June or July and to hopefully make this a collaborative effort with the community by setting up an apprentice program.

Spring Hills Resolution read into the record:

This Agreement ("Agreement"), made between

VILLAGE OF MONTICELLO, a municipal corporation having its office and principal place of business at 2 Pleasant Street, Monticello, Sullivan County, New York (hereinafter referred to as the "Village")

AND

RSN DEVELOPERS CORP., a New York Corporation having its principal place of business at 7 Pinewood Road, Old Westbury, New York, 11568 (hereinafter referred to as the "Owner")

WITNESSETH:

WHEREAS, the Owner is the owner of property located in the Village of Monticello consisting of approximately 100 acres on the south side of NYS Route 17B, approximately 300' west of Kaufman Road, and the east side of Hamilton Road, (hereinafter referred to as the "Property"),

WHEREAS, on or around May 10, 2021, the Owner submitted an application for site plan and special use permit approval to the Village of Monticello Planning Board (the "Planning Board") to develop a portion the Property into 294 residential units and approximately 18,000 square feet of

retail/commercial space with required parking in a project known as ‘Spring Hills’ (the “Project”),

WHEREAS, the Planning Board, as Lead Agency pursuant to the New York State Environmental Quality Review Act (“SEQRA”) with respect to its environmental review of the Project, determined that while the Village’s wastewater treatment plant has sufficient capacity to accept the anticipated wastewater flows from the Project, the Village’s ‘racetrack’ pump station on Route 17B (the “Pump Station”) cannot accept significant additional flows due to possible unauthorized inflow and infiltration (“I&I”) during heavy rain and snow from sources other than the Property (the “Unauthorized Inputs”),

WHEREAS, representatives of the Village and the Owner have discussed the ongoing I&I and the Pump Station capacity problems,

WHEREAS, after discussions with the Village’s engineering consultants on the issue of addressing the Unauthorized Inputs it was determined that an evaluation of I&I in and around the Pump Station would be required to accurately identify the Unauthorized Inputs and to identify the amount of I&I at certain locations (the “I&I Study”),

WHEREAS, the Village’s engineering consultants Barton & Loguidice and Glenn Smith, P.E., have provided an estimate and scope of work to complete the I&I Study in an amount of approximately \$9,000, as set forth in Exhibits A and B, attached hereto,

WHEREAS, if the source(s) of unauthorized inputs of I&I are identified, the I&I could be eliminated, thus reestablishing sewer capacity in and around the Pump Station,

WHEREAS, reestablishing sewer capacity in and around the Pump Station by eliminating the Unauthorized Inputs would serve a significant public benefit to the Village at large as well as reestablish sufficient sewer capacity to enable final site plan and special use permit approval of the Project by the Planning Board,

WHEREAS, the Owner is willing to fund the rental of equipment necessary to help complete the I&I Study, as set forth herein;

WHEREAS, after discussions with the Village’s engineering consultants it was further discussed that in the event substantial elimination of the Unauthorized Inputs does not reestablish sufficient capacity to enable the Planning Board to issue final site plan and special use permit approvals to the Project, i.e. approximately 130,000gpd, certain infrastructure improvements to the Pump Station and related infrastructure may be required (“Pump Station Improvements”),

WHEREAS, the Owner is further willing to fund its fair share of the Pump Station Improvements, if required to reestablish sufficient capacity (approximately 130,000gpd) to enable approval of the Project by the Planning Board,

WHEREAS, such Pump Station Improvements must be mutually acceptable to Owner and the Village and any associated connection fees shall be waived by the Village,

WHEREAS, the Planning Board, as a condition of its approval of the Project, is requesting that the Owner fund the Pump Station Improvements, subject to potential partial reimbursement as hereinafter provided,

WHEREAS, as consideration for the owner paying for the Pump Station Improvements, the Village has agreed that the Owner will be reimbursed on a pro rata basis by future projects or development in the area which will also use the Pump Station Improvements to the extent those projects do not require a further upgrade of the Pump Station beyond its current capacity as calculated by the Village, limited to a period of five (5) years from completion of this Project; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Owner agree as follows:

1. The Owner agrees to promptly fund the I&I Study upon presentation of a formal proposal and invoices from the Village's consultant(s).
2. The Owner further agrees to fund, perform and complete any work mutually agreed upon with the Village Engineer to help facilitate the I&I Study to identify the Unauthorized Inputs.
3. The Village shall promptly provide to owner, no later than five (5) business days after completion of the I&I Study, any partial or completed reports providing estimated volumes of unauthorized I&I that each metered location is contributing to the Village's sewer system.
4. Once the Unauthorized Inputs have been identified, the Village further agrees that it will promptly, with diligence and dispatch, investigate, and duly notify, consistent with applicable law, the owners/sources of the Unauthorized Inputs that such owners/sources shall cease and desist from continuing such unauthorized discharges consistent with Sections 206-15 through 18 of the Village Code (Limitations on Use of Public Sewers) for the benefit of the general public.
5. In the event additional capacity is still needed to enable the anticipated maximum flows from the Project notwithstanding the corrections of I&I as set forth in paragraphs 3 and 4 above, the Owner agrees to fund its fair pro-rata share

of Pump Station Improvements to reestablish sufficient capacity to benefit the general public, including enabling the Planning Board to issue final site plan and special use permit approvals to the Project, i.e. approximately 130,000gpd.

6. The Owner consents to jurisdiction with the Supreme Court of the State of New York in Sullivan County to resolve any issues that may arise from this Agreement.

7. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

IN WITNESS, WHEREOF, the duly authorized representatives, on behalf of the parties, has hereunto set forth their hands and seals on the dates notated below their signature.

A motion was made by Trustee Rue with a second by Trustee Jenkins. Upon the call of the roll, all present were in favor.

Resolution authorizing the payment of Village Bills

A motion was made by Trustee Rue with a second by Trustee Banks. Upon the call of the roll, the vote went as follows:

- Mayor Nikolados-yea
- Trustee Rue-yea
- Trustee Banks-yea
- Trustee Massey-nay
- Trustee Jenkins-nay

Resolution authorizing the Emergency Repair and payment to Peak Power Systems in the amount of \$5,457.42 for the Crystal Street Pump Station for the Sewer Department from app#G.8120.421(Sanitary Sewers-Repairs/Maintenance). Current account balance after purchase is \$27,386.35

A motion was made by Trustee Rue with a second by Trustee Jenkins. Upon the call of the roll, all present were in favor.

Resolution authorizing the Manager to sign the Kristt Kelly Office Supply Lease Contract for the purchase of three (3) new copiers for the PD, Sewer Department & Treasury Department in the amount of \$261.74 per month for 36 months for a total of \$9,422.64

A motion was made by Trustee Rue with a second by Trustee Massey.

Trustee Massey asked what we are doing with the old copiers, are they being given back or, do we now own them, what?

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Mr. Snowden replied yes, we own them now. This new lease bought out the old one and we are getting three new copiers on top of it. So we will have the old ones as a backup.

Upon the call of the roll, the vote went as follows:

Mayor Nikolados-yea

Trustee Rue-yea

Trustee Banks-yea

Trustee Massey-nay

Trustee Jenkins-nay

Resolution authorizing the Village Special Counsel to file Quit Claim Deeds for the following properties that have been repurchased by their prior owners as listed on the attached schedule "A" with the addition of SBL#112.-8-7 in the amount of \$6,443.23 for a total of \$182,941.13

A motion was made by Trustee Rue with a second by Trustee Banks. Upon the call of the roll, all present were in favor.

Managers' Report

Mr. Snowden stated that they repaved the back lot with the left over black top. He stated that he also found a leak of over 50,000 gallons on Waverly Avenue for the Water Department. He stated that hopefully, finding this leak will solve some of our water and sewer issues.

Executive Session

A motion was made by Trustee Rue with a second by Trustee Banks to go into Executive Session at 7:25pm to discuss the following:

Litigation & Personnel

Upon the call of the roll, all present were in favor.

A motion was made by Trustee Rue with a second by mayor Nikolados to come out of Executive Session at 7:57pm. Upon the call of the roll, all present were in favor.

Adjournment

A motion was made by Rue with a second by mayor Nikolados to adjourn the meeting at 7:58pm. Upon the call of the roll all present were in favor.

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Submitted by:

A handwritten signature in black ink, reading "Janine Gandy-McKinney". The signature is written in a cursive style with a large initial "J".

Janine Gandy-McKinney, Village Clerk