

MINUTES
REGULAR MEETING OF THE BOARD OF TRUSTEES
VILLAGE OF MONTICELLO, N.Y.
MONDAY, JUNE 2, 2008

MEETING TO ORDER

Mayor Jenkins called the meeting to order at 7:00 p.m.

PLEDGE TO THE FLAG

Roll Call

Upon call of the roll, the following were present:

Gordon Jenkins, Mayor
Theodore Hutchins, Trustee
Victor, Marinello, Jr., Trustee
Carmen Rue, Trustee
Scott Schoonmaker, Trustee

Also Present: John Barbarite, Village Manager
Sue Flora, Code Enforcement Officer
Phil Klemen, Sewer Superintendent

APPROVAL OF MINUTES BOARD MEETING OF MAY 19, 2008 AND SPECIAL BOARD MEETING OF MAY 23, 2008

A motion was made by Trustee Marinello, seconded by Trustee Schoonmaker, unanimously approved on a roll call vote to adopt the minutes of the meeting of May 19, 2008 and Special Board Meeting on May 23, 2008 as presented.

PUBLIC COMMENT - AGENDA ONLY

Taxi Cab Fare Rates

Sureway Taxi Cab owner Gary Putter requested that the taxi fare rates be increased by .50 in each zone since gas prices are steadily rising and possibly could hit \$4.50 per gallon soon.

Yellow Taxi Cab owner Alan Kesten explained that people who take taxis do not have the same cost factors for transportation such as gas, insurance, etc. He noted that he offers discounts to senior citizens and frequent riders.

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Mayor Jenkins felt that the Board needed time to think about the request before a decision is given.

Trustee Hutchins requested the information be submitted in writing and possibly discussed during a work session.

MAYOR'S APPOINTMENT FOR TERM OF ONE YEAR WITH VILLAGE BOARD APPROVAL

Mayor Jenkins appointed **JACOB BILLIG** as **VILLAGE ATTORNEY** for a term of one year to expire on the Reorganizational meeting of April 2009. Appointment unanimously approved on a roll call vote.

PUBLIC HEARING TO REVIEW AND DISCUSS (1) THE PROPOSED GENERAL GOVERNMENT BUDGET FOR THE VILLAGE OF MONTICELLO, (2) A SUMMARY OF THE ENTIRE PROPOSED BUDGET FOR THE 2008/09 FISCAL YEAR (3) SANITATION RATES AND (4) SETTING WATER RATES FOR THE 2008/09 FISCAL YEAR

Mayor Jenkins opened the public hearing at 7:25 p.m.

Village Treasurer Brenda Galligan reported that the tentative budget was filed May 20th with the Village Clerk as required by law. The total Village budget including water, sewer, sanitation and general funds totaled \$11,680,557.00. This budget includes 3.5% wage increase for all village employees and a 4% increase for the police department. There is a 12% increase in health insurance and 12% increase in worker's compensation. Based upon the present Village's taxable values the projected tax rate per one thousand will remain the same as last year's so therefore there will be no increase in the tax rate for fiscal year 2008/09. There will also be no increase in water, sewer and sanitation rates in fiscal year 2008/09.

Betty Friedland questioned whether there is still a one million dollar surplus in the sanitation fund?

The Treasurer responded that there is over a one million dollars surplus. She explained that a new recycling truck and a new garbage truck body will be purchased out of that money.

Betty Friedland questioned how to the Village amass a one million dollar surplus in the Sanitation Fund?

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The Treasurer responded that the surplus came mainly from the commercial rates that businesses are charged as well as investing the money and getting high yield interest rates.

Betty Friedland questioned if non union employees were evaluated to decide whether they deserve the same salary increases that union employees will be receiving? She felt the tax program that was instituted by the former Manager helped keep the budget at a 0% tax increase.

Mayor Jenkins closed the public hearing at 7:31 p.m. as there were no further comments.

**PUBLIC HEARING TO REVIEW AND DISCUSS LOCAL LAW NO. 5 OF 2008
ESTABLISHING THE VILLAGE OF MONTICELLO SEWER RENTS FOR 2008/09**

Mayor Jenkins opened the public hearing at 7:40 p.m.

The Treasurer explained that the rate is being reduced from .66 cents per one thousand of assessed value to .55 to cents per one thousand of assessed value for the 2008/09 fiscal year as the money raised pays off the loan for the sewer plant.

Mayor Jenkins closed the public hearing at 7:42 p.m. as there were no further comments.

SCHEDULING A WORKSESSION REGARDING THE 2008/09 FY BUDGET

A motion was made by Trustee Rue, seconded by Trustee Marinello, unanimously approved on a roll call vote to schedule a work session regarding the 2008/09 FY budget on Monday, June 16th at 6 p.m.

RESOLUTION APPROVING BUDGET TRANSFERS FOR FY 2007/08

WHEREAS, the Village of Monticello has adopted its annual budget for the 2007/08 fiscal year; and,

WHEREAS, the Village will incur expenditures that exceed the adopted line items amount authorized by the Village Board of Trustees, and;

WHEREAS, there are revenues that exceeded budgetary amounts and/or expenditures line items that may be reduced.

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NOW, THEREFORE BE IT RESOLVED, that the following line items are increased/decreased as adopted, and the Village Treasurer is directed to make the following modifications to the annual budget: [see attached]

A motion was made by Trustee Hutchins, seconded by Trustee Marinello, unanimously approved on a roll call vote to adopt the above resolution.

RESOLUTION APPROVING THE PURCHASE OF UTILITY BILLS FOR BILLING OF WATER, SEWER AND SANITATION IN THE AMOUNT OF \$1,329.39

WHEREAS, the Monticello Treasurer sends out Utility bills quarterly; and,

WHEREAS, additional pre-printed bills must be order in order to ensure that future bills are sent on a timely basis, and,

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the Village of Monticello for the mailing of these bills.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of Village of Monticello does hereby approve the purchase of Pre-printed Utility Bills from Printable Services, 116 Marlborough Road, Syracuse, New York 13206 in the amount of \$1,329.39.

A motion was made by Trustee Marinello, seconded by Trustee Rue, unanimously approved on a roll call vote to adopt the above resolution.

DISCUSSION OF SCHEDULING A JOINT MEETING WITH ZBA, PLANNING BOARDS TO DISCUSS RESTORE NY GRANT

The Village Manager explained that this is a major grant that the State awards. In order for an applicant to apply they must have all their plans, paperwork and all his approvals because generally when they announce the grant application deadline there is only about 30 days to submit it.

The Board agreed that they would be available when the other Boards could convene.

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RESOLUTION TO CONVEY PARCELS THAT WERE ACQUIRED BY THE VILLAGE OF MONTICELLO BY VIRTUE OF AN IN REM TAX FORECLOSURE PROCEEDING TO THE FORMER OWNER(S) PURSUANT TO LOCAL LAW NO. 1 OF 2008 DATED APRIL 7, 2008

The Village Clerk explained that this resolution would allow any property owner that had their property taken by the Village as a result of tax foreclosure proceedings to repurchase their property from the Village was added costs as outlined in the resolution.

WHEREAS, the Village of Monticello took title to various parcels by virtue of tax foreclosure proceedings by Deed dated the 17th day of April 2008, in Liber 3469 at Page 364; and,

WHEREAS, the Village has received applications requesting certain parcels (see Attached Schedule "A") be reacquired by the former owner(s) in consideration for the amount of delinquent taxes, interest and penalties; a penalty of ten (10%) percent of the delinquent taxes, interest and penalties; a penalty of five (5%) percent of the equalized full value; and other costs & charges; and,

WHEREAS, the former owner(s) will be responsible to pay any delinquent Town and County Taxes and special district taxes, if any, in addition to any future taxes and charges levied against the property; and,

WHEREAS, the conveyance of such parcels indicated on the attached Schedule "A" will restore the former owners(s) and any lien holders/claimants to the parcel(s) to their perspective status prior to the foreclosure once title is conveyed to the former owner(s).

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the Village of Monticello is hereby authorized to execute the necessary documents in order to re-convey the properties listed on the attached Schedule "A" to the former owners for the total sum of the amount of delinquent taxes, interest and penalties; a penalty of ten (10%) percent of the delinquent taxes, interest and penalties; a penalty of five (5%) percent of the equalized full value; and other costs & charges.

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Schedule "A"

James & Sandra Carpenito wishes to repurchase Village SBL 109-1-25.6 located on Niven Drive for the amount of \$8,233.06.

Joseph A. & Angelo Madardino wishes to repurchase Village SBL 112-9-13 located at 428 Broadway for the amount of \$17,929.97.

A motion was made by Trustee Marinello, seconded by Trustee Hutchins, approved on a roll call vote as follows: Trustee Schoonmaker, aye; Trustee Hutchins, nay; Trustee Marinello, aye; Trustee Rue, aye; to adopt the above resolution

RESOLUTION OF SUPPORT FOR A PARTIAL EXEMPTION FROM REAL PROPERTY TAXES BY THE TOWN OF THOMPSON FOR A PROPERTY LOCATED AT 39 TERRY LANE IN THE VILLAGE OF MONTICELLO, TOWN OF THOMPSON, COUNTY OF SULLIVAN AND STATE OF NEW YORK

WHEREAS, Sleepy Hollow Development and Community Improvement Housing Development Fund Company (the "**Former Owner**"), a New York not-for-profit corporation organized and existing under and by virtue of Article XI of the Private Housing Finance Law of the State of New York (the "**PHFL**") is the owner of that certain 229-unit affordable housing project located at 39 Terry Lane in the Village of Monticello, County of Sullivan, State of New York (the "**Project**"); and

WHEREAS, the Village has determined that the rehabilitation of the Project and its preservation as affordable housing is beneficial to and in the best interests of the public; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and between the Former Owner, as seller, and Edgewater Affordable Housing, L.P. (the "**Assignor**"), as purchaser, as assigned by the Assignor to Terry Lane, LP, an Arkansas limited partnership, having an office at 1805 Lakehurst Road, Spicewood, Texas 78669 (the "**Partnership**"), the Former Owner agreed to sell the Project to the Partnership (the "**Sale**"); and

WHEREAS, the Partnership intends to acquire and modernize the Project and preserve it as affordable housing; and

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WHEREAS, in connection with the Sale, that certain mortgage insured by the U.S. Department of Housing and Urban Development under Section 236 of the National Housing Act (the "**HUD Insurance**") and dated February 4, 1972 between the Former Owner and the County Trust Company shall be prepaid which shall result in the termination of the HUD Insurance; and

WHEREAS, pursuant to the provisions of a resolution dated February 17, 1970 by the Town of Thompson (the "**Former Resolution**"), the Town of Thompson (the "**Town**") granted, pursuant to the PHFL, a partial tax exemption (the "**Old PILOT**") to the Former Owner; and

WHEREAS, pursuant to the provisions of the Former Resolution, the Old PILOT was specifically conditioned upon the continuation of the HUD Insurance and the Former Resolution provided that upon the expiration of the HUD Insurance the Town has the sole discretion to terminate the Former Resolution; and

WHEREAS, the Town wishes to terminate the Former Resolution in a manner which will facilitate the rehabilitation of the Project and its preservation as affordable housing; and

WHEREAS, the acquisition and rehabilitation of the Project are to be financed through the issuance by the New York State Division of Housing and Community Renewal ("**DHCR**") of 9% Low Income Housing Tax Credits (the "**Tax Credit Financing**"); and

WHEREAS, Edgewater Housing Development Fund Company, Inc. (the "**HDFC**"), a housing development fund company formed pursuant to Article XI of the PHFL shall hold legal title to the Project for the benefit of the Partnership pursuant to a certain nominee agreement (the "**Nominee Agreement**") between the HDFC and the Partnership; and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the PHFL; and

WHEREAS, the HDFC and the Partnership have each been formed for the purpose of providing residential rental accommodations for persons and families of low-income; and

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WHEREAS, the HDFC's and the Partnership's plan for the use of the Project constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, also pursuant to PHFL Section 577, where a municipality acts on behalf of another taxing jurisdiction in assessing real property for the purpose of taxation, the action of the local legislative body of such municipality shall have the effect of exempting the real property in such project from local and municipal taxes on behalf of both such taxing jurisdictions; and

WHEREAS, the HDFC has requested from the Town and the Town desires to grant certain tax abatements, which tax abatements will exempt the Project from local and municipal taxes on behalf of both the Town and the Village; and

WHEREAS, as a means of assisting the modernization of the Project and its preservation as affordable housing, the Village supports any and all action by the Town to grant such tax abatements to the HDFC.

NOW THEREFORE BE IT:

RESOLVED, that the Village expresses its support for the Town to take all necessary steps to approve and authorize a Tax Abatement Agreement with the Partnership, which agreement will exempt the HDFC from all local and municipal taxes, other than assessments for local improvements, of one hundred percent (100%) of the value of the Project, including both land and improvements. The Partnership shall make annual payments in lieu of taxes in an amount equal the Partnership shall make annual payments in lieu of taxes in an amount equal to thirteen and 63/100 percent (13.63%) of the Shelter Rent which payment shall cover all Local and Municipal Taxes

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owed in connection with the Property and the Project. Of such Payment) forty-seven and 73/100 percent (47.73%) thereof will be allocated to the Village of Monticello, ii) nineteen and 72/100 percent (19.72%) thereof will be allocated to the Town of Thompson in lieu of State, County and Town Taxes, and iii) thirty-two and 55/100 percent (32.55%) thereof will be allocated to the Central School District in which such Project is located in lieu of School Taxes. Following the completion of construction (but not more than two years after the commencement of construction, the portion of the amount payable to the Village of Monticello shall be no less than \$56,000 per year. To the extent that the portion of the amount payable to the Village of Monticello is calculated to be less than \$56,000, the total tax amount payable to the Village of Monticello shall be increased by an amount necessary to bring the total tax payable to \$56,000. Such increased tax amount payable to the Village of Monticello shall not affect the portions allocated to the Town of Thompson and the Central School District.

A motion was made by Trustee Marinello, seconded by Trustee Schoonmaker, unanimously approved on a roll call vote to adopt the above resolution.

TAX ABATEMENT AGREEMENT

THIS AGREEMENT is dated as of _____, 2008 by and among the Town of Thompson, a municipal corporation existing and organized under the laws of the State of New York, having an office at _____, Thompson, New York (the "**Town**"), and Edgewater Housing Development Fund Company, Inc. (the "**HDFC**"), a housing development fund company formed pursuant to Article XI of the Private Housing Finance Law of the State of New York (the "**PHFL**"), which HDFC will hold title to the Project (as hereinafter defined) for the benefit of Terry Lane, LP, an Arkansas limited partnership (the "**Partnership**"), having an office at 1805 Lakehurst Road, Spicewood, Texas 78669.

WHEREAS, Sleepy Hollow Development and Community Improvement Housing Development Fund Company (the "**Former Owner**"), a New York not-for-profit corporation organized and existing under and by virtue of Article XI of the PHFL is the owner of that certain 229-unit affordable housing project located at 39 Terry Lane in the Village of Monticello, County of Sullivan, State of New York

(the "**Project**") and
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WHEREAS, the Town has determined that the rehabilitation of the Project and its preservation as affordable housing is beneficial to and in the best interests of the public; and

WHEREAS, the Village of Monticello, a municipal corporation existing and organized under the laws of the State of New York, having an office at 2 Pleasant Street, Monticello, New York (the "**Village**") has passed a resolution dated June 2, 2008, attached hereto as Exhibit A, expressing its support for this Agreement; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and between the Former Owner, as seller, and Edgewater Affordable Housing, L.P. (the "**Assignor**"), as purchaser, as assigned by the Assignor to the Partnership, the Former Owner agreed to sell the Property to the Partnership (the "**Sale**"); and

WHEREAS, the Partnership intends to acquire and modernize the Project and preserve it as affordable housing; and

WHEREAS, in connection with the Sale, that certain mortgage insured by the U.S. Department of Housing and Urban Development under Section 236 of the National Housing Act (the "**HUD Insurance**") and dated February 4, 1972 between the Former Owner and the County Trust Company shall be prepaid which shall result in the termination of the HUD Insurance; and

WHEREAS, pursuant to the provisions of a resolution dated February 17, 1970 by the Town (the "**Former Resolution**"), the Town granted, pursuant to the PHFL, a partial tax exemption (the "**Old PILOT**") to the Former Owner; and

WHEREAS, pursuant to the provisions of the Former Resolution, the Old PILOT was specifically conditioned upon the continuation of the HUD Insurance and the Former Resolution provided that upon the expiration of the HUD Insurance the Town has the sole discretion to terminate the Former Resolution; and

WHEREAS, the Town wishes to terminate the Former Resolution in a manner which will facilitate the rehabilitation of the Project and its preservation as affordable housing; and

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WHEREAS, the acquisition and rehabilitation of the Project are to be financed through the issuance by the New York State Division of Housing and Community Renewal ("**DHCR**") of 9% Low Income Housing Tax Credits (the "**Tax Credit Financing**"); and

WHEREAS, the HDFC shall hold legal title to the Project for the benefit of the Partnership pursuant to a certain nominee agreement (the "**Nominee Agreement**") between the HDFC and the Partnership; and

WHEREAS, as a means of assisting the modernization of the Project and its preservation as affordable housing, the HDFC has requested from the Town and the Town desires to grant certain tax abatements; and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the PHFL; and

WHEREAS, the HDFC and the Partnership have each been formed for the purpose of providing residential rental accommodations for persons and families of low-income; and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Town Board of the Town of Thompson, by resolution adopted _____, 2008, approved and authorized the execution of this Agreement.

NOW THEREFORE, it is hereby agreed by the parties as follows:

Old Pilot Terminated. Pursuant to the provisions of PHFL Article XI, the Town approves the conveyance of the Project and Property from the Former Owner to the Partnership and the termination of

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the Old Pilot and Former Resolution without recourse to either party effective upon such conveyance.

Definitions. As used this Agreement, the words or phrases listed below shall have the meanings indicated:

"Completion **Date**" shall mean the earlier of (i) the second anniversary of the Effective Date and (ii) the date of completion of the rehabilitation of the Project as evidenced by a reissued certificate of occupancy by the Town or Village for the Project.

"**Effective Date**" shall mean the date the HDFC acquired legal title to the Project for the benefit of the Partnership pursuant to the Nominee Agreement.

"**Expiration Date**" shall mean the date which is twenty (20) years from the Effective Date or such earlier date in accord with paragraph 3 hereof.

"**Shelter Rent**" shall mean the aggregate annual rental income of the Project, including any governmental rental assistance subsidies less all operating expenses of the Project excluding (i) management fees paid to the property manager or owner, and (ii) salary or wages paid to the principal onsite property manager.

"**Local and Municipal Taxes**" shall mean any and all real estate taxes levied by Sullivan County, the Town of Thompson, Village of Monticello, the Central School District or any other special district including Ambulance, Fire, Sewer, refuse removal, Sullivan County Solid Waste and Library.

Payments in Lieu of Taxes.

Except as otherwise set forth herein, the Town hereby exempts from all Local and Municipal Taxes of one hundred percent (100%) of the value of the Property and the Project, including both land and improvements. During the period commencing upon the Effective Date and terminating on the Expiration Date, the Partnership shall make annual payments in lieu of taxes in an amount equal to thirteen and 63/100 percent (13.63%) of the Shelter Rent which payment shall cover all Local and Municipal Taxes owed in connection with the Property and the Project. Of such Payment, i) forty-seven and 73/100 percent (47.73%) thereof will be allocated to the Village of Monticello, ii) nineteen and 72/100 percent (19.72%) thereof will be allocated to the Town of

Thompson in lieu of State, County and Town Taxes, and iii)
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thirty-two and 55/100 percent (32.55%) thereof will be allocated to the Central School District in which such Project is located in lieu of School Taxes. During the period commencing upon the Completion Date and terminating on the Expiration Date, (the "Permanent Payment Period") the portion of the amount payable to the Village of Monticello shall be no less than \$56,000 per year. To the extent that the portion of the amount payable to the Village of Monticello is calculated to be less than \$56,000, the total tax amount payable to the Village of Monticello shall be increased by an amount necessary to bring the total tax payable to \$56,000. Such increased tax amount payable to the Village of Monticello shall not affect the portions allocated to the Town of Thompson and the Central School District.

The Partnership shall make the Payment to the Town on _____ of each year (the "**Payment Date**") in an amount calculated pursuant to subparagraph (a) above for the prior calendar year, commencing on _____, 2008. Such Payment shall be made directly to the Treasurer of the Town for disbursement among all taxing jurisdictions.

The Partnership shall provide to the Town, along with each Payment, an annual statement of income and expenses verified by an officer of a general partner of the Partnership, or such other person as may be authorized by the HDFC or Partnership to verify said statement.

Termination. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Property continues to be used as housing facilities for persons and households of low income, and (b) either (i) the HDFC and the Partnership operate the Property in conformance with Article XI of the PHFL; or (ii) the HDFC retains sole legal (leasehold or fee) ownership of the Property for the benefit of another entity and they operate the Property in conformance with Article XI of the PHFL.

Default. If any Payment agreed to be made by HDFC and Partnership hereunder is not made within sixty (60) days of the Payment Date, the Town, by its Treasurer, may make demand that the HDFC and Partnership pay the required sum or sums, including accrued penalties, and upon failure of HDFC or Partnership for ten (10) days after receipt by them of such written demand to

pay their queried sum, then the obligation and liability of HDFC
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and Partnership shall be the same as upon a promissory note or obligation in default and the Town may sue thereon and obtain judgment therefore. Notwithstanding the foregoing provisions contained in this paragraph, HDFC and Partnership shall have the right to appear in any action brought against it by the Town seeking payment as aforesaid, to the extent that HDFC and Partnership shall always have the right to raise as a defense any or all of the following defenses: the illegality of the tax or taxes imposed.

Notices. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery.

Binding on Successors. This Agreement shall inure to the benefit of and shall be binding upon the Town, the Partnership and the HDFC and their respective successors and assigns, including the successors in interest of the Partnership and the HDFC.

Severability. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

Representations and Warranties. Each of the parties hereto individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, bylaw or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound and (iii) will not result in or

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constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. The Town represents that its execution of this Agreement shall constitute the legal, valid and binding agreement of Town.

Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described Property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Town has caused this Agreement to be duly executed in its name and behalf by its Supervisor and its seal is to be hereunto duly affixed and attested; the HDFC has caused this Agreement to be duly executed in its name by its

President on the Effective Date; and the Partnership has caused this Agreement to be duly executed in its name and behalf by the [President] of its General Partner on the Effective Date.

ORDERING BILLS PAID

A motion was made by Trustee Schoonmaker, seconded by Trustee Rue, unanimously approved on a roll call vote that the bills audited by the Auditing Committee of the Board of Trustees and appearing on the Abstracts of the bills herewith submitted are ordered paid.

PUBLIC COMMENT

Tractor Trailers

Becky Whipple was concerned about the two tractor trailers (one on Forestburgh Road, the other on East Broadway that is parked with signs advertising the newly opened Monticello Meat Market. She was also concerned about the ones that are located on the old Short line vacant property on Park Avenue.

Trustee Marinello indicated that the trailers will be removed at the owner's expense.

The Village Manager reported the one on East Broadway has already been removed and the other has just been removed. The Manager will begin the process to have them removed also.

Recycling Discussion

The Village Manager explained that beginning in September the Monticello School District will have their recycling and garbage removal done by a private company which is more economically feasible than the Village Sanitation Department to remove their sanitation and recycling materials.

Trustee Marinello noted that by having a private hauler pick up the school, with the new recycling truck and the trailer it will free up more manpower to pickup more recycling and the debris coming from the school will be eliminated from the Village's tipping fees so money will be saved in many ways. He noted that the Village's recycling law includes that garbage must be placed in clear plastic bags although the law hasn't been enforced.

Trustee Schoonmaker explained that the Village target date is September to begin strictly enforcing the recycling rules. He explained that the Village of Liberty will not pick up someone's household garbage if there is recycling material mingled in the same bag.

Betty Friedland felt that the Village should start enforcing the recycling laws now, not wait until September.

Additional Issuance of Taxi Cab Medallions

Sureway Taxi Cab owner, Gary Putter again asked the board to give him five (5) additional taxi cab medallions so he can expand his business. He explained that Sureway will move their base of operation out of the Village if they do not get these 5 additional medallions and run his business from a less costly location. He felt that with only 5 medallions he can't do business here and he will not spend any money in Monticello and he will instruct his drivers not buy as much as a bagel.

Mayor Jenkins suggested that three (3) additional medallions be issued to anyone who wants to buy them and make it a competitive competition.

Trustee Marinello agreed with the Mayor although he would be inclined to offer five medallions. He noted that he has driven by his office on the Forestburgh Road and he sees tires leaning

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up again his building, he has seen trash and vehicles that are smashed sitting for weeks in his parking lot. He felt that if he wants to contribute to the community his office location should not look like a garbage dump.

Trustee Hutchins did not like the threat made by Mr. Putter.

Mayor Jenkins felt that the Board has to make a decision and find a solution to this matter.

Resolution To 27 North Street Matter

Trustee Hutchins thanked Thomas Mack for sitting in on meetings to help resolve the situation with Mr. Lustig the owner of 27 North Street.

Commendation To The Monticello Joint Fire Department

Trustee Rue commended the Monticello Joint Fire Department for being the first department in the country to receive the "Code Fearless and NYFD Award" from the National Fighting Fire Fighters' Association.

EXECUTIVE SESSION

At 8:45 p.m., a motion was made by Trustee Schoonmaker, seconded by Trustee Hutchins, unanimously approved on a roll call vote to move into Executive Session to discuss a personnel matter regarding particular individuals.

ADJOURNMENT

At 9:25 p.m., a motion was made by Trustee Schoonmaker, seconded by Trustee Marinello, unanimously approved on a roll call vote to adjourn the Regular Village Board meeting.

EDITH SCHOP, Village Clerk