

Village Board Meeting  
February 25, 2013

Members present: Mayor Roddey, Trustees Brady, Char, Smith, and Stewart

Also present: Attorney Donovan, Engineer O'Rourke, Chief Watt, and Village Clerk Strobl

Mayor Roddey called the meeting to order at 7:30 p.m. and led those present in the Pledge of Allegiance.

On a motion by Trustee Brady, seconded by Trustee Smith, the Agenda was modified by the addition of Items of Business # 6 – Goshen Central School District Refuse Removal Agreement; and #7 Quick Chek Performance Bond.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

#### 2012 Village of Goshen Police Department Officers of the Year

Three Village of Goshen Police Officers were honored as the Department's 2012 Officers of the Year. Police Chief James Watt, Mayor Kyle Roddey, and Deputy Orange County Executive James O'Donnell presented awards and certificates.

Sgt. John J. Manna and Ptl. Basil M. Komondorea were honored in the category of Lifesaving for their actions in saving the life of a resident who was found unconscious and not breathing.

Ptl. Brandon T. Raab was honored for Exceptional Police Duty for his diligence and attention to detail, which resulted in the swift detection and apprehension of a career criminal who had gone on a crime spree in the downtown business district.

Following the presentations and comments from the Village Trustees, the honorees were given a standing ovation by co-workers, families, and friends.

#### Minutes

On a motion by Trustee Char, seconded by Trustee Stewart, the Minutes of the February 11, 2013 Village Board Meeting were accepted as submitted.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

#### Communications

Mayor Roddey read a letter from DPW employee Deryl Predmore announcing his retirement effective April 30, 2013.

Mayor Roddey read a memo from the Court Clerk announcing that the Goshen Village Court has been awarded a grant under the 2012-13 cycle of the State of New York Justice Court Assistance Program. The award of \$2,059.96 will be used to purchase furniture.

Mayor Roddey read a proposal from the Goshen Soccer Club for the sharing of expenses in the next phase of fixing the drainage issue at Craigville Park.

On a motion by Trustee Char, seconded by Trustee Brady, the request for funding in the amount of \$7,680 was approved.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

Mayor Roddey read a letter from the Board of Directors of Goshen Little League. The letter described the scope and cost of planned work regarding drainage at Craigville Park.

On a motion by Trustee Char, seconded by Trustee Smith, the request for funding in the amount of \$5,000 was approved.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

#### Items of Business

On a motion by Trustee Stewart, seconded by Trustee Brady, bills as examined by members of the Board were approved in accordance with Abstract 2012/2013 number 11, check numbers 4976 through 5097, for a total of \$209,479.08.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

On a motion by Trustee Char, seconded by Trustee Stewart, Lanc & Tully Engineering and Surveying, P.C. is hereby authorized to perform engineering design services for the Greenwich Avenue Sidewalks project. The estimate for these services is \$3,400.00.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

On a motion by Trustee Brady, seconded by Trustee Smith, Haroulla Gale is hereby authorized to attend the Orange County Department of Human Resources training for support staff involved in Civil Service administration.

This training will be held Wednesday, April 10, 2013 from 9:30 a.m. to 12:30 p.m. at the Emergency Services Center in Goshen. There is no charge for the training session.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

On a motion by Trustee Stewart, seconded by Trustee Brady, Building Inspector Theodore L. Lewis, III is hereby authorized to attend the Hudson Valley CEO Educational Conference, to be held April 17, 18, and 19, 2013, at the Poughkeepsie Grand Hotel in Poughkeepsie, New York. The cost for this mandatory in-service training is \$300.00.

Brady            aye  
Char             aye  
Smith            aye  
Stewart          aye

The following was moved by Trustee Stewart, and seconded by Trustee Char:

**WHEREAS**, Greek Mountain Dairy has heretofore commenced litigation against the Village concerning the sewer bill issued in or about February 2012 by the Village regarding the property owned and operated by Greek Mountain Dairy located at 1-3 Dikeman Drive; and

**WHEREAS**, the parties have reached an amicable resolution of the issues which resolution is embodied in the terms of that certain settlement stipulation which is annexed hereto; and

**WHEREAS**, the Village Board deems it in the overall public interest to settle this litigation pursuant to the terms of the attached settlement stipulation;

**NOW, THEREFORE**, it is hereby

**RESOLVED**, that the Village Board hereby approves the settlement as outlined in the attached Stipulation of Settlement and authorizes the Mayor to affix his signature thereto.

Brady            aye  
Char             aye  
Smith            aye  
Stewart          aye

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

-----X  
GREEK MOUNTAIN DAIRY, LLC

Petitioner,

**STIPULATION OF SETTLEMENT**

-against-

Index No. 2012-4466

VILLAGE OF GOSHEN

Respondent.

-----X

**WHEREAS**, Greek Mountain Dairy, LLC, hereinafter referred to as "Petitioner," is the owner of certain real property located at 1-3 Dikeman Drive, Goshen, New York which real property is located within the Village of Goshen, New York; and

**WHEREAS**, the Village of Goshen, hereinafter referred to as “Respondent;” provides Petitioner with municipal sewer service and bills Petitioner therefore on a quarterly basis; and

**WHEREAS**, Petitioner commenced this proceeding on May 30, 2012 to challenge a certain sewer bill issued by the Respondent; and

**WHEREAS**, the said sewer bill was dated February 1, 2012 and covered the months of September, 2011; October, 2011; November, 2011; and December 2011 and was in the amount of \$27,188.00; and

**WHEREAS**, Petitioner heretofore paid the full amount of the sewer bill “under protest” thereby preserving their right to challenge the said bill; and

**WHEREAS**, certain irregularities have been identified with the meter measuring the flow from Petitioner’s property during the billing period in question to the extent that the meter had to be re-calibrated and the accuracy of the meter reading for the billing period at issue herein has been called into question; and

**WHEREAS**, the flow from Petitioner’s facility appears to have included substantial amounts of inflow and infiltration for the period in question; and

**WHEREAS**, Petitioner has undertaken extensive repair, at substantial cost, at their facility to minimize to a great extent the inflow and infiltration being discharged into the Respondent’s municipal sanitary sewer system; and

**WHEREAS**, Petitioner and Respondent wish to enter into this Stipulation of Settlement to resolve the issues as they relate to the sewer bill issued by Respondent on February 1, 2012 upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:**

1. Petitioner and Respondent agree that the sewer bill issued by Respondent on February 1, 2012 shall be reduced from \$27,188.00 to \$10,000.00.
2. Beginning with the next sewer bill issued by Respondent, Petitioner shall be entitled to a credit on its future sewer invoicing in the amount of \$17,188.00.
3. The Respondent shall continue to calculate the sewer charges consistent with the methodology heretofore employed by Respondent and agreed upon by Petitioner and Respondent.
4. Petitioner shall be entitled to a credit in the amount of \$17,188.00 which credit shall be accrued on successive sewer billings, commencing with the next sewer billing issued by

the Respondent, until such time as the \$17,188.00 credit has been properly and fully given to Petitioner.

5. This Settlement Stipulation is meant to encompass only the dispute arising with regard to the February 1, 2012 sewer billing. All other agreements between the parties, including those items specifically addressed and set forth in Paragraphs 3 and 4 of the Settlement Stipulation previously entered into between the parties on September 23, 2011 shall remain in full force and effect.
6. Petitioner and Respondent represent that they have consulted with legal counsel, that they have the requisite authority to enter into this Stipulation, that they have fully discussed the terms and conditions of this Stipulation with their counsel and that they fully understand and voluntarily agree to the terms and conditions of this Stipulation.
7. This Stipulation constitutes the entire understanding of the parties hereto with respect to its subject matter. Except as expressly set forth in this Stipulation, there are no representations, warranties or inducements whether oral, written, expressed or implied that in any way affect or condition the validity of this Stipulation or any of its terms and conditions. No provision in this order will be presumptively construed against any party hereto.

**GREEK MOUNTAIN DAIRY, LLC**

By: \_\_\_\_\_  
Jerry J. Makris, Member

**VILLAGE OF GOSHEN**

By: \_\_\_\_\_  
Kyle Roddey, Mayor

**DICKOVER, DONNELLY, DONOVAN & BIAGI, LLP**

By: \_\_\_\_\_  
DAVID A. DONOVAN, ESQ.  
*Attorneys for Respondent*

**BLUSTEIN, SHAPIRO, RICH & BARONE, PLLC**

By: \_\_\_\_\_  
JAY R. MYROW, ESQ.  
*Attorneys for Petitioner*

Mayor Roddey read the following Refuse Removal Agreement between the Village of Goshen and the Goshen Central School District:

THIS AGREEMENT made March\_\_\_\_, 2013 by and between the VILLAGE OF GOSHEN, with an office for doing business at 276 Main Street, Goshen, New York (hereinafter referred to as the "VILLAGE") and THE GOSHEN CENTRAL SCHOOL DISTRICT, with an office for doing business at 227 Main Street, Goshen, New York (hereinafter referred to as the "SCHOOL DISTRICT").

WHEREAS, the Village, through its Department of Public Works has collected garbage and refuse from residential establishments within its municipal boundaries; and

WHEREAS, THE School District desires to have the Village pick up garbage and refuse from its school facilities; and

WHEREAS, the parties hereto have arrived at an agreement concerning the terms and conditions under which the Village will pick up the garbage and refuse from the School District.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and for the good and valuable consideration the Village and School District agrees as follows:

1. Term: The Village agrees to pick up garbage and refuse three times per week according to the Village's Department of Public Works schedule for a period three years. Effective July 1, 2013.

2. Cost: The fee for this pick up will be \$39,500 for the first year per annum; \$40,000 for the second year per annum; and \$40,500 for the third year per annum. The aforementioned shall be paid quarterly in advance.

3. Tipping Costs: It is understood and agreed that the fee for this service is predicated upon tipping fees at Orange County Transfer Station or Northern Recycling (Waste Management) being \$80.00 per ton.

4. Dumpsters: The School District shall furnish, at its sole cost and expense, dumpsters compatible with the Village's refuse pick up equipment and the Village shall have no responsibility for furnishing the dumpsters or maintaining them.

5. School District Employee: The School District shall have one of its employees available at 7:00 am three days per week to assist the Village personnel in retrieving the garbage. This employee shall be available three days per week at the same time and place determined in advance by and between the School District and the Village.

6. Insurance: The School District shall maintain all statutory insurance for this employee including workman's compensation insurance and shall maintain liability insurance from its existing carrier naming the Village as an additional insured in the sum of at least \$1,000,000.

7. Type of Refuse: No Toxic Substances, Etc.: It is understood and agreed that the School District shall only deposit in its dumpsters garbage and refuse that has been generated from school business and appropriate for dumping at Orange County Transfer Station or Northern Recycling (Waste Management). The School District shall not in any way include within its garbage toxic wastes, toxic materials, medical wastes, needles, chemicals, paints, insecticides, or other harmful or obnoxious substances which are not permitted in the landfill. School District's employees private garbage shall not be included in the pick up.

8. Renewal: It is understood and agreed that the parties hereto may elect to renew this agreement beyond its current terms. In that event the Village and School District shall agree upon the yearly cost for said pick up and shall in addition include all the terms of this agreement in any future contract including but not limited to the School District's obligation to assume any increase in tipping fees throughout the term of this agreement.

9. Interpretation: This agreement shall be construed and interpreted pursuant to the laws of the State of New York.

10. Binding Effect: This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

11. Modification:  
writing.

This agreement may not be changed or modified except in

**VILLAGE OF GOSHEN**

**BY:** \_\_\_\_\_  
**Kyle Roddey, Mayor**

**Date**

**GOSHEN CENTRAL SCHOOL DISTRICT**

**BY:** \_\_\_\_\_  
**Daniel T. Connor, Superintendent**

**Date**

On a motion by Trustee Brady, seconded by Trustee Stewart, the Board authorizes the Mayor to execute the contract with the Goshen Central School District for the provision of refuse removal.

Brady	nay
Char	nay
Smith	nay
Stewart	aye

Following much discussion, it was decided that due to the possibility of fluctuations in tipping fees, it might be advantageous for both parties to revise the contract as a one-year commitment.

On a motion by Trustee Stewart, seconded by Trustee Char, the Mayor was authorized to have the contract shortened to a one-year commitment, and to execute the revised contract with the Goshen Central School District.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

Trustee Stewart moved the following, which was seconded by Trustee Smith:

Resolved, to accept the performance guarantee in the amount of \$26,757.12, by form of cash or certified check payable to the Village of Goshen, to ensure installation of the final course on the Quick Chek parking lot, with all work to be completed on or before the 31<sup>st</sup> of August, 2013.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

## Mayor/Trustee Comments

Trustee Brady reported that crews are out reading water meters for the upcoming March billing, and that crews assisted a contractor performing test spores on Dam #1.

Trustee Stewart noted that crews have been out cold patching on a regular basis, and that the mechanic's shop has been performing maintenance on police vehicles and plow trucks.

Mayor Roddey commended the Goshen Fire Department for their fast, professional response to a recent 1 car roll over, in which the driver, trapped in her car, ended up upside down in frigid water up to her neck.

## Citizens' Comments

Comments were received from Neil Hickok and Joel Markowitz.

On a motion by Trustee Char, seconded by Trustee Stewart, the Board entered into Executive Session at 8:33 p.m. for a discussion of the employment history of a particular employee.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

On a motion by Trustee Smith, seconded by Trustee Brady, the Executive Session concluded and the meeting was adjourned at 9:20 p.m.

Brady	aye
Char	aye
Smith	aye
Stewart	aye