

Village Board Meeting
December 12, 2011

Members present: Mayor Roddey, Trustees Mattheus, Smith, and Stewart

Absent: Trustee Char

Also present: Attorney Donovan, Engineer Tully, and Village Clerk Strobl

Mayor Roddey called the meeting to order at 7:30 p.m., and requested that Councilman Newbold lead those present in the Pledge of Allegiance.

On a motion by Trustee Stewart, seconded by Trustee Smith, the Agenda was modified as follows: Items of Business: change #11 to #1; change #8 to #2; change #9 to #3.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

Public Hearing Continuation – Period Lighting

Trustee Mattheus noted that she has been working with the County on the street lighting issue, and that they are in the process of forwarding sample successful laws to the Village.

On a motion by Trustee Smith, seconded by Trustee Mattheus, the Public Hearing was opened at 7:34 p.m.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

There was no comment from the public.

On a motion by Trustee Mattheus, seconded by Trustee Stewart, the Public Hearing was continued to January 23, 2012.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

On a motion by Trustee Stewart, seconded by Trustee Smith, the Public Hearing to consider the adoption of a Local Law amending Chapter 54-6, Article 1, of the Code of the Village of Goshen, entitled *impoundment, redemption of vehicles*, was opened at 7:36 p.m.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

Melissa Canfield informed the Board that the amounts suggested for towing and storage would not cover the towing company's costs, and that the standard is \$100.00 for towing and \$65.00 per day for storage.

Joel Markowitz stated that he would suggest a rotating schedule of use for calling towing companies.

Mayor Roddey noted that the Board was not ready to make an immediate decision with regard to proposed Local Law #4 of 2011.

On a motion by Trustee Stewart, seconded by Trustee Smith, the Board voted to close the Public Hearing, and receive written comments on the proposed Local Law until the January 9, 2012 Village Board Meeting.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

On a motion by Trustee Mattheus, seconded by Trustee Smith, the Minutes of the November 28, 2011 Village Board Meeting were accepted as submitted.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

Communications

Mayor Roddey read a letter from the DeGraw family, thanking Officers Komondorea and Rich for their outstanding support and quick response to a recent medical call.

Mayor Roddey read a request from Rabbi Pesach Burston for Chabad Orange County's annual Community Chanukah Lighting ceremony.

On a motion by Trustee Mattheus, seconded by Trustee Stewart, permission for the event, scheduled for Tuesday, December 27, 2011, from 5:00 to 6:00 p.m., was granted, pending receipt of the necessary insurance documents.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

Mayor Roddey read a letter from Orange County Youth Football League, listing dates on which they wish to meet in Village Hall during 2012.

On a motion by Trustee Smith, seconded by Trustee Mattheus, permission for the use of Village Hall on the dates specified was granted.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

Items of Business

Mayor Roddey announced the successful completion of an agreement with the Town of Goshen for the provision of sewer services, which was adopted by the Town Board at their last meeting. The Mayor commended all those who worked so hard to reach this positive conclusion, especially Village Attorney Donovan.

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

WHEREAS, the Village of Goshen, hereinafter referred to as the "Village" has heretofore commenced litigation against the Town of Goshen, the Arcadia Hills Sewer District and the Hambletonian Park Sewer District, hereinafter collectively referred to as the "Town," regarding unpaid sewer charges allegedly due and owing to the Village from the Town; and

WHEREAS, the Village and the Town now wish to settle the said litigation upon mutually agreeable terms which terms are in the overall best interest of all parties involved and which include the execution of a new Intermunicipal Agreement with respect to Sewer Services between the Town and the Village;

NOW, THEREFORE, it is hereby

RESOLVED, that the Village agrees to accept the sum of twenty-five thousand dollars (\$25,000.00) from the Town in full satisfaction of all claims for unpaid sewer charges for the years 2008, 2009 and 2010; and it is further

RESOLVED, that the Mayor of the Village of Goshen is hereby authorized by the Village Board to execute any and all documents consistent with terms of this resolution which may be necessary to settle and terminate the litigation on behalf of the Village of Goshen as set forth herein; and it is further

RESOLVED, that the Mayor is further authorized to execute on behalf of the Village the *Intermunicipal Agreement With Respect to Sewer Services* that is annexed to and made part of this resolution.

Upon a roll call vote with 3 Trustees voting in favor and 0 Trustees voting against the foregoing Resolution was duly adopted.

Town and Village of Goshen
Intermunicipal Agreement
With Respect to Sewer Services

This Agreement made the day of December, 2011 by and among the Town of Goshen, a duly constituted municipal corporation having offices at 41 Webster Avenue, Goshen, New York; Town of Goshen Sewer District # 1 (Hambletonian Park Sewer District), a duly constituted municipal sewer district; Town of Goshen Sewer District # 2 (Arcadia Hills Sewer District), a duly constituted municipal sewer district, all collectively hereinafter referred to as "Town" and the Village of Goshen, a duly constituted municipal corporation having offices at 276 Main Street, Goshen, New York, hereinafter referred to the "Village" recites as follows:

W I T N E S S E T H :

WHEREAS, the Village and Town are authorized pursuant to the provisions of Article 5-G of the General Municipal Law of the State of New York to enter into agreements providing for cooperation regarding the undertaking of certain mutually beneficial municipal activities, and

WHEREAS, the Village presently owns, operates and maintains a waste water treatment facility, and

WHEREAS, heretofore the Town has created two (2) sewer districts known as Hambletonian Park Sewer District No. 1 and Arcadia Hills Sewer District No. 2, hereinafter referred to as "Districts", and

WHEREAS, the Town Board of the Town of Goshen, by operation of law, acts as the Board of Sewer Commissioners for both the Town of Goshen Sewer District # 1 (Hambletonian Park Sewer District) and Town of Goshen Sewer District # 2 (Arcadia Hills Sewer District); and

WHEREAS, heretofore the Town and Village have entered into written agreements under the terms of which the Village agreed to treat sewage generated by the aforementioned Districts in the Village Sewage Treatment Plant, and

WHEREAS, the Districts have previously constructed, operate and maintain lateral sewer systems, including sewerage pumping stations, for waste water collection from homes within the Districts, and

WHEREAS, the Town and Village now desire to enter into a new written agreement to replace and supersede all prior written agreements and/or contracts with respect to the provisions of sewer services by the Village to the Town,

NOW, THEREFORE, it is agreed by and between the Town and Village, as follows:

1. The Town will continue to operate and maintain the lateral sewer systems including the sewage pumping stations within the Districts as well as all Town lines installed on behalf of the Districts which are located outside of District boundaries.

2. The Town has and will continue to maintain a totalizing indicating recording flow meter at the terminal point of the collection system within each District. Said meter(s) shall measure all flows originating in the particular District prior to discharge into the District force main which discharges into the Village system. The Town agrees that the meter(s) will be recalibrated and certified as to accuracy by Town to the Village on an annual basis. A copy of the certification(s) shall be filed with the Village not later than the last date of March in each calendar year commencing with the first day of March, 2012, and annually thereafter during the term of this contract. The Village shall have the right to inspect and independently verify the accuracy of the District meter at any time at the Village's sole cost and expense.

3. The Village plant has a totalizing indicating recording flow meter installed at a point so that all flows into the Village plant are introduced into the Village system before the meter. The Village agrees that said meter(s) will be recalibrated and certified as to accuracy by the Village on an annual basis. A copy of the certification(s) shall be filed with the Town not later than the last day of March in each calendar year commencing the first day of March, 2012, and annually thereafter during the term of this contract. The Town shall have the right to inspect and independently verify the accuracy of the Village meter any time at the Town's sole cost and expense.

4. (a) Beginning with the sewer bill issued by the Village in January, 2012, the Town will pay to the Village for treatment of all sewage flow from the District(s) into the Village system in direct proportion to the overall cost of treatment of all flows at the Village plant; subject to certain restrictions and modification as set forth in paragraph 4 (b) infra. The following formula will be used to calculate costs charged by the Village to the Town for treatment of the District sewage:

The total flow measured by the District meter for a 12 month period, being the period January 31 to December 31 in a particular year, divided by total flow into the Village sewage treatment plant times the total costs of the operation, maintenance, administration and related costs of operation of the Village treatment plant, less any paid contributions toward operation and maintenance or capital expenditures at the plant received from any Governmental entity; same to be credited during the Village fiscal year when received plus a ten percent (10%) surcharge on the foregoing calculated amount; plus then factoring in to the calculation an amount equal to 76% of the debt service attributable to the Village treatment plant as said debt service amount existed as of May 31, 2009.

4. (b) The Village, in employing the aforementioned cost calculation formula, paragraph 4 (a) supra, shall exclude therefrom any and all costs and expenses directly or indirectly related to the remediation or earth removal activities performed by the Village and/or its agents and contract vendees with respect to the removal of the material stockpiled during the construction of the wastewater treatment plant.

The Village, in employing the aforementioned cost calculation formula, paragraph 4 (a) supra, shall exclude therefrom any and all costs and expenses directly or indirectly related to any activity in operating, maintaining, repairing, improving and/or expanding its sewerage system outside the Village plant facility.

The Village, in employing the aforementioned cost calculation formula, paragraph 4 (a) supra, acknowledges that the prescribed New York State Accounting Manual Chart of Accounts does not provide for the allocation of common costs which are contemplated and will be incurred under the terms of this agreement. In that connection, the Village agrees to establish additional categories of cost segregation to define cost(s) with respect to the wastewater treatment facility as follows: Direct, Indirect, and DNA

(Does Not Apply). Said categories of cost segregation shall include, but not be limited to, accounts such as legal, engineering, administration, insurance and Department of Public Works force account work.

Costs classified as Direct Costs are deemed 100% attributable to the Village wastewater treatment plant.

Costs classified as Indirect Costs are deemed related to the Village wastewater treatment plant in the percentage(s) as set forth in Exhibit A, annexed.

Costs classified in the DNA categories are not associated with the Village wastewater treatment plant and are not to be included in the billing formula.

Costs classified as Department of Public Works force account work.

The Village acknowledges that it has established a system to track the payroll of its Department of Public Works as it relates to the Village sewer fund. The Village will enhance the tracking system to allow further allocation of cost(s) to the wastewater treatment facility versus other areas of the Village's sewer infrastructure. The Department of Public Works costs allocable to the wastewater treatment plant will be a direct cost in the billing formula. The Department of Public Works costs allocable to other areas will be a DNA cost and not included in the billing formula.

Costs classified as fringe benefits will be allocated in the same manner and in the same categories as the associated payroll costs.

Annexed hereto as Exhibit A is a non-exhaustive listing of the pertinent category expenses, together with percentage (%) allocations if applicable, New York State account codes and classifications to be employed and/or utilized as per the terms of this agreement in calculating the pertinent annual Town bill(s).

It is understood that the allocation(s) set forth in Exhibit A annexed are estimates and are subject to adjustment based upon actual costs incurred. The appropriate percentages to be allocated shall be subject to the agreement of both the Village and Town Board. In the event the Boards cannot agree on the appropriate allocation, the Town shall pay to the Village the amounts that are not in dispute as provided in this contract. The parties will then have a period of sixty (60) days within which to reach agreement on the appropriate allocations. If agreement cannot be reached within sixty (60) days, then both parties agree to submit the disputed portion of the bill to binding arbitration for resolution.

4. (c) In the event the Village undertakes any capital improvement project directly to the wastewater treatment facility, the Town shall only be responsible for its share of costs pursuant to the formula established in paragraph 4 (a) supra to the extent that the Town benefits from such improvement. Any capital improvement project undertaken by the Village not directly related to the wastewater treatment facility shall not be the cost or expense responsibility of the Town in any respect.

5. In order for the Town to prepare the budget(s) for the District(s), the Village agrees that not later than August 1st in each year during the term of this contract, the Village will advise the Town in writing of the estimated sewer use charges which the Village will bill the Town during the next succeeding calendar year. In order that the Town and the Village have the most accurate cost and expense information available, the Town and the Village through their respective budget officers together with the liaison for sewer from each municipality shall meet semi-annually in July and October of each year to review and discuss the terms of this agreement; the actual accruing cost and expense items to be utilized by the Village in calculating the Town's sewer billings as set forth in paragraph 4 supra; the prospective billing(s) to be rendered by the Village to the Town for sewer service; the cost(s) and expense(s) of operations of the Village sewer plant and such other informational items and issues as necessary to effectuate and further the terms of this agreement shall meet; in form and negotiate, subject to the approval of the pertinent Town/Village Board, the appropriate percentage allocation(s) for the Indirect categories as set forth in Exhibit A annexed.

6. To the extent applicable to the particular municipality, the Town and the Village acknowledge that each municipality is potentially obligated to comply with any directives issues by the DEC and/or EPA or any other governmental agency.

7. The Town agrees that there shall be no additional construction permitted by the Town within the District(s) to be hooked into the existing sewer system without the prior written consent of the village; this provision shall not prevent the replacement of any home or homes destroyed by fire or other disaster. Requests for service from and access to the Village wastewater treatment facility; shall be submitted in writing, simultaneously, to the Goshen Village Board and to the Goshen Town Board. The extent of the development of an applicant's property, including but not limited to, the number of housing units that may be approved, shall be reviewed, regulated and approved strictly in accordance with the terms, provisions and regulations of the Town of Goshen Zoning Code as it exists at the time of said application. The availability of Village sewer shall not, in and of itself, allow the applicant's property to receive development approvals which would result in a greater number of approvable units than otherwise be permitted under the Town of Goshen Zoning Code as it exists at the time of said application and/or approval.

All applications for access to the Village wastewater treatment facility shall demonstrate to the satisfaction of the Town and the Village of Goshen that acceptable wastewater disposal facilities can feasibly be developed to serve any proposed development without the necessity of extension of municipal wastewater treatment service from the Village.

In connection with the approval of any request to access the Village sewer treatment facility, the Goshen Village Board shall require and review an engineering analysis that the capacity available within the Village treatment facility is adequate and available for the additional access. Said analysis shall be made available to the Town upon submission.

8. In the event any dispute or question of interpretation shall arise between the parties relating to the provisions of this agreement, either party may submit the dispute or question of interpretation to arbitration and that each will be bound by the decision of the arbitrator(s).

9. Notwithstanding the actual date of adoption of this agreement, the parties agree that the payment provisions herein shall be effective as of the first day of January, 2011.

10. The Town agrees that in the event it is sixty days or more late with any payment due hereunder, that the Village shall have the right to charge interest and/or late charges on the late payment which said interest and/or late charges shall be the same rate which is then imposed by the Village on a user within the Village whose payment is late. It is understood and agreed that the aforementioned late fee policy shall not apply to any amounts in dispute unless and until it is determined or agreed that said disputed amount is in fact due and owing to the Village.

11. The Town acknowledges that there is an infiltration problem within the District. The Town has proceeded with certain steps to alleviate the infiltration problem(s) and the Town agrees that it will continue to use its best efforts to rectify the existing situation.

12. This agreement shall be effective for a period of five (5) years from the date hereof. At the expiration of the original five (5) year term, this agreement shall be automatically renewed in one (1) year increments unless and until the Town and/or the Village elects to terminate or otherwise modify same.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and year first above written.

VILLAGE OF GOSHEN

By: _____
Kyle P. Roddey,

TOWN OF GOSHEN

By: _____
Mayor Douglas Bloomfield, Supervisor

TOWN OF GOSHEN SEWER DISTRICTS #1, 2

By: _____
Douglas Bloomfield, Supervisor/Commissioner

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF GOSHEN DECLARING ITSELF LEAD AGENCY AND ISSUING A NEGATIVE DECLARATION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT FOR THE AWARD OF A MUNICIPAL SOLID WASTE DISPOSAL AGREEMENT WITH TAYLOR BIOMASS ENERGY-MONTGOMERY, LLC.

WHEREAS, the Village provides municipal garbage collection services for the residents of the Village; and

WHEREAS, the Village solicited competitive bids for a solid waste disposal- resource recovery facility within Orange County that would provide the means for an environmentally safe way to dispose of the waste collected by the Village and that would also provide it with a limitation on its future liability; and

WHEREAS, Taylor Biomass Energy – Montgomery, LLC was the only entity that submitted a bid and proposed contract in response to the Village’s solicitation; and

WHEREAS, the Village's proposed action of entering into a contract for waste disposal services is an action subject to the New York State Environmental Review Act ("SEQRA");

WHEREAS, the Village Board has before it a completed draft Environmental Assessment Form ("EAF") in regard to the proposed action;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Mayor is hereby authorized to sign the completed EAF, and
2. That the proposed action is an Unlisted Action;
3. That the Village Board, as the sole involved agency, after due consideration of all the facts and circumstances in this matter does hereby adopt the annexed Negative Declaration.

On a motion made by Trustee Smith, seconded by Trustee Stewart, the resolution was adopted by a vote of 3 ayes and 0 nays with 0 abstentions.

SEQRA NEGATIVE DECLARATION

Notice Of Determination Of Non-Significance

Lead Agency: Village of Goshen Village Board
276 Main Street
Goshen, New York 10924

Date: December 12, 2011

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law. The lead agency has determined that the proposed action described will not have a significant effect on the environment.

Title of Action: Award of a Municipal Solid Waste Disposal Agreement with Taylor Biomass Energy-Montgomery, LLC.

SEQRA Status: Unlisted

Description of Action: The Village is awarding a municipal solid waste disposal agreement.

Location: Village-wide.

Reasons Supporting This Determination:

The Village presently disposes the solid waste it collects by transporting the same to a County-owned transfer station in New Hampton where it is ultimately transferred to a landfill for disposal. The Village has, in the past, sought ways of disposing of its solid waste in more environmentally-friendly means such as the formerly proposed Pencor-Masada ethanol plant that would have transformed the bulk of its solid waste to a renewable energy source that did not carry the long-term liability potential that landfills do.

In 2011, the Village solicited competitive bids for a solid waste disposal- resource recovery facility within Orange County that would provide the means for an environmentally safe way to dispose of its waste and that would also provide it with a limitation on its future liability. Taylor Biomass Energy – Montgomery, LLC was the only entity that submitted a bid in response to the Village’s solicitation. Taylor Biomass Energy- Montgomery, LLC has a proposed facility within the Town of Montgomery with the means of producing an energy source through the gasification of municipal solid waste that is to commence operation sometime between January 1, 2013 and December 31, 2014.

The Taylor facility has been the subject of a complete environmental and site plan review by the Town Board of the Town of Montgomery including the preparation of Environmental Impact Statement and adoption of a Findings Statement. On November 22, 2010, the Town Board issued its Findings Statement with regard to the Taylor Facility and imposed various mitigation measures to lessen the potential for any adverse environmental impacts that may occur during the construction and operation of said Facility. The Village Board has reviewed the Town Board’s Environmental Impact Statement and Findings Statement for the proposed facility and its operations, and adopts as its own the data and findings the November 22, 2010 Findings Statement issued by the Town Board as applicable to the proposed waste disposal contract. Particularly, as the basis for this Negative Declaration, the Board finds:

- a) The Village’s solid waste stream will no longer end in a landfill with the attendant adverse environmental effects but rather will be used to develop renewable energy and generate electric power.
- b) The economic benefits to the Village and its residences in hauling its waste to the Taylor Facility are numerous, including substantially lower tipping fees.
- c) As per the aforesaid Findings Statement, all potential significant adverse environmental impacts of the TBE facility have been mitigated to the maximum extent practicable, and there will be no significant adverse environmental impacts from the Village’s proposed action of entering a municipal solid waste disposal agreement.

Contact Person for further information:

Kyle Roddey, Mayor
Village of Goshen
276 Main Street
Goshen, New York 10924

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

WHEREAS, the Village of Goshen has received one bid for the providing of Solid Waste Disposal Services; and

WHEREAS, the bid, in the amount of Sixty-six dollars per ton (\$66.00/ton), was received from Taylor Biomass Energy; and

WHEREAS, Taylor Biomass Energy is the single responsible bidder for the provision of Solid Waste Disposal Services, having submitted all required documentation and bidding certification to consider their bid in the amount of \$66.00 per ton complete;

NOW, THEREFORE, it is hereby

RESOLVED, that the provision of Solid Waste Disposal Services be awarded to Taylor Biomass Energy.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

On a motion by Trustee Mattheus, seconded by Trustee Smith, bills as examined by members of the Board were approved in accordance with Abstract 2011/2012 numbers 15 and 16, check numbers 2611 through 2659 in the amount of \$199,880.25.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

On a motion by Trustee Mattheus, seconded by Trustee Smith, Village Clerk Strobl is hereby authorized to attend the New York Conference of Mayor's Village Election Workshop, to be held January 10, 2012 in Fishkill, New York. The total cost for this training is \$60.00.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

Trustee Stewart offered the following Resolution, and moved its adoption:

Resolved: to authorize the surplusing of the following vehicle:

1993 Ford F-250 VIN 1FTHF26H5PNB03762

The foregoing Resolution was seconded by Trustee Mattheus, and a vote resulted as follows:

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

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

The Village Board of the Village of Goshen hereby authorizes the Advertisement for Bids for emergency service repair of water and sewer mains at various locations in the Village of Goshen, and sets the bid opening for Wednesday, January 4, 2012 at 2:00 p.m. at Village Hall, 126 Main Street, Goshen NY.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye

Mayor/Trustee Comments

Trustee Mattheus informed those present that, after ten years of work, the permit for the CRV wells has come through from the DEC, and she thanked all those involved.

Trustee Stewart reported the following for the DPW: crews are out picking up storm debris and leaves, and the tree in the park has been decorated.

Trustee Stewart offered the Board's gratitude to Mayor Roddey for accomplishing the removal of the stockpiled dirt.

Mayor Roddey thanked Councilman Newbold for all the effort that the Town Board had shown in reaching the new inter-municipal agreement.

Mayor Roddey recognized those who did such a fantastic job decorating the fountain for Christmas.

Citizens' Comments

Ken Newbold thanked the Village Board, on behalf of the Town Board, for the cooperation shown in the creation of the new sewer agreement.

Joel Markowitz asked questions about the contract with Taylor Biomass, the new IMA with the Town, a consent order, and fines.

Jim Taylor expressed thanks to the Board and the Village Attorney for all the work that went into the new agreement for solid waste disposal services.

Neil Hickok asked questions about the Village nominating petition and loud mufflers.

On a motion by Trustee Stewart, seconded by Trustee Mattheus, the meeting was adjourned at 8:25 p.m.

Char	absent
Mattheus	aye
Smith	aye
Stewart	aye