

Village Board Meeting  
March 11, 2013

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

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

The meeting began at 7:00 p.m. with a previously advertised special budget work session. Mayor Roddey reviewed various line items on a budget preparation work sheet and noted that, with input from the Board and Department Heads, a preliminary budget would be available on Monday, March 18<sup>th</sup>.

At 7:30 p.m. Mayor Roddey welcomed those present and welcomed back Village Engineer Art Tully, who led the Pledge of Allegiance.

#### Continuation of Public Hearing – Sign Regulations

Mayor Roddey explained the actions leading to the continuation of the Public Hearing, and noted that comments had been received from the Planning Board and from one resident.

Maureen Quattrini expressed concern about overhanging signs and asked if there would be some sort of limitation on size so that there is uniformity.

Mayor Roddey answered that general guidelines would be included.

Thomas Mastrantoni, a downtown business owner expressed concern about zones outside the downtown business district and the possibility of signs getting bigger and bigger and loss of control. He urged keeping the existing charm of the area and recommended looking at Warwick's ordinance regarding signs.

Ed Connor presented the Board with copies of the Village of Warwick's sign regulations, and pointed out some of the highlights, including the fact that all sign requests must go before the Planning Board.

Ed Garling addressed the proposed changes and said that he was glad that internally illuminated signs would not be allowed in the architectural design district no matter which zone. He suggested a minimum of 8 feet for overhanging signs.

Mayor Roddey noted that revisions to the Local Law would be made and a new Public Hearing held.

Joel Markowitz urged the Board to look at the effects of the changes, noting that some of the current signs downtown would now not be allowed under the new law. He expressed concern for the economic and fiscal viability of the community.

There was no further public comment.

On a motion by Trustee Stewart, seconded by Trustee Char, the Public Hearing was closed at 7:45 p.m.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

## Minutes

On a motion by Trustee Brady, seconded by Trustee Char, the Minutes of the February 25, 2013 Village Board Meeting were accepted as submitted.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

On a motion by Trustee Smith, seconded by Trustee Stewart, the Minutes of the March 4, 2013 Village Board Work Session were accepted as submitted.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

## Communications

Mayor Roddey read a letter from the Social Marketer and Communications Coordinator of the Orange County System of Care. The letter detailed plans for an Awareness Walk to be held on the Heritage Trail on May 4, 2013, and included comments from Chief Watt.

On a motion by Trustee Char, seconded by Trustee Brady, approval for the event was granted, pending receipt of insurance and indemnification.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

## Items of Business

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

The Village Board of the Village of Goshen hereby schedules the Public Hearing on the proposed 2013/2014 budget for April 8, 2013, at 7:30 p.m. or as soon thereafter as may be heard.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

On a motion by Trustee Brady, seconded by Trustee Smith, Manuel Orellana and Michael Sullivan are hereby authorized to attend the NYWEA seminar on Confined Space Awareness April 8, 2013, at the Walkkill Golf Course in Walkkill NY. It is understood that the total cost of this training is \$80.00.

Brady	aye
Char	aye
Smith	aye
Stewart	aye

On a motion by Trustee Brady, seconded by Trustee Stewart, Manuel Orellana, Manuel A. Orellana, Brian Ritchings, and Michael Sullivan are hereby authorized to attend the Hudson Valley Water Works Seminar, to be held March 21, 2013, at the Village of Montgomery Senior Center. The total cost of this seminar is \$120.00 and participants will earn 5.5 contact hours toward water certificates and 5.0 contact hours toward wastewater certificates.

Brady            aye  
Char             aye  
Smith            aye  
Stewart          aye

Mayor Roddey reviewed the revised Refuse Removal Agreement between the Village and the Goshen Central School District, which will be reviewed by the School prior to a vote.

**REFUSE REMOVAL AGREEMENT  
BETWEEN  
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 agree 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. If the tipping fee incurred by the Village should increase by more than 5% during the term of this Agreement, the fee for pick-up set forth in paragraph 2 above shall be adjusted upward by an amount equal to the increased tipping fee charged to the Village.

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: This agreement may not be changed or modified except in writing.

**VILLAGE OF GOSHEN**

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

**DATE:** \_\_\_\_\_

**GOSHEN CENTRAL SCHOOL DISTRICT**

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

**DATE:** \_\_\_\_\_

**Mayor/Trustee Comments**

Trustee Brady spoke about yesterday's incredible St. Patrick's Day Parade in Goshen, calling the event 'a home run'.

Trustee Stewart reported for the DPW that crews were plowing and salting due to the recent snow storm, and that crews performed an expeditious clean up after the parade.

Trustee Char noted that it was great to see 30,000 happy people in Goshen yesterday.

Trustee Smith said that he was pleased that there were no significant incidents yesterday and that the Village was cleaned up so quickly.

Mayor Roddey reported for the Sewer Department that crews have been assisting a contractor TVing the sewer lines.

Mayor Roddey also thanked all who were involved with the parade and said that the day was phenomenal.

#### Citizens' Comments

Comments were received from Steve Peiffer, Neil Hickok, Lisa Forst, and Joel Markowitz.

On a motion by Trustee Brady, seconded by Trustee Char, the meeting was adjourned at 8:12 p.m.

Brady	aye
Char	aye
Smith	aye
Stewart	aye