

TOWN OF LLOYD
TOWN BOARD WORKSHOP MEETING
SEPTEMBER 2, 2020

Present: Supervisor Frederick Pizzuto
Councilmember Leonard Auchmoody
Councilmember Michael Guerriero
Councilmember Claire Winslow

Also present: Sean Murphy, Attorney
Wendy D. Rosinski, Town Clerk

Absent: Councilmember Joseph Mazzetti

Meeting held in Town Hall meeting room; space is limited and will be first come first serve. Masks MUST be worn and Social Distancing practiced. It will also be live streamed on Channel 22.

5:00 PM – Supervisor opened meeting and Councilman Auchmoody lead the Pledge of Allegiance.

Dave LaVoi, from The Reis Group, presented options for the Town of Lloyd Group Medicare and MVP HRA insurance.

Supervisor spoke for Jami Anson, from Walkway Over the Hudson and Hudson Valley Rail Trail Association, who was not able to attend the meeting. The Governor has approved holding the WalktoberFest on the west side of the Walkway and the Rail Trail on October 3 and 4, 2020. More information will be given at the regular meeting on September 16, 2020.

1. REPORTS

Dog Control – Andrew McKee

Monthly Report - 8/1/2020 through 8/31/2020

Total number of Calls – 26

Police Calls (from Lloyd Police and Ulster County Sherriff) - 2

Open cases - 3

Stray Dogs Impounded and/or Seized - 0

Appearance Tickets issued - 4

0 dog in the kennel

No Dog Bites

1 Dangerous Dog case in progress

1 Dangerous Dog case under investigation

Finance – Sadie Becker

Becker reported that Benetech emailed all employees with login information so they will be able to print their pay statements and view their time sheets. She implemented time and labor management testing with clocking in and out. The Police Department, the Town Clerk's office, and the Building Department are assisting with the testing. She received a sales tax check from Ulster County for \$83,000, which covered April to June. This amount is 13% below the same period last year, and overall, we are down 9% for the year, compared to the same time last year. We will receive another check in December, and the final check for the 4th quarter of 2020 will not be received until March 2021.

Budget – Margaret O'Halloran

Budget sheets were sent out to all department heads, and the final one will be returned to her on Friday. O'Halloran, Supervisor and Becker met with Adam Litman, Water and Sewer Administrator, to review his proposed budget, and they will be meeting with all other department heads after the Labor Day weekend. O'Halloran, Supervisor, Becker and Kendra Minard, Account Clerk, will reach out to other municipalities if they have questions regarding the preparation of the budget. They are on target for getting the preliminary budget finished by the end of the September.

Assessor – Anne Feo

AUGUST WAS SPENT PROCESSING ALL NEW SALES TRANSFERS TO UPDATE PROPERTIES FOR THE SCHOOL TAX BILLS. ALL BANK CODES WERE UPDATED AS WELL. ULSTER COUNTY PULLED OUR 2020 ROLL FILE ON AUGUST 5, 2020 TO PRINT BILLS. THE SCHOOL DISTRICT HAS BEEN PERIODICALLY NOTIFIED BY OUR OFFICE, AFTER AUGUST 5TH, OF ANY UPDATED NAME AND/OR ADDRESS CHANGES ON PROPERTIES, FOR BILLING PURPOSES.

GERARDO AND I HAVE REGISTERED WITH THE NYS REAL PROPERTY TAX SERVICE TO TAKE AN ONLINE ASSESSMENT ADMINISTRATION CLASS THAT STARTS IN SEPTEMBER. IT CAN BE COMPLETED AT OUR OWN PACE. THE EXAM IS SCHEDULED IN ALBANY ON OCTOBER 23, 2020. THIS IS REQUIRED FOR AN ASSESSOR'S CERTIFICATION AND IS AN ALL-ENCOMPASSING CLASS THAT EXPLAINS THE ASSESSOR'S JOB. MANY ASSESSORS' CLERKS AND ASSISTANTS TAKE THIS AS WELL. I TOOK IT IN 1993 AS A CLERK BUT IT HAS SINCE EXPIRED. HOPEFULLY, THEY WON'T CANCEL THIS CLASS, AS THEY HAVE BEEN DOING FOR MONTHS NOW DUE TO COVID. NYS HAS NOTIFIED ALL NEW ASSESSORS THAT WE NOW HAVE AN EXTRA YEAR TO GET CERTIFIED. ALL NEW NYS ASSESSORS NOW NEED TO BE CERTIFIED BY 2024.

I WISH TO THANK YOU ALL FOR YOUR PATIENCE AND MORE IMPORTANTLY, I WISH FOR EVERYONE TO BE SAFE AND HEALTHY AS WE ALL GET THROUGH THIS CRISIS TOGETHER.

Building & Zoning Department – David Barton

The Village in Highland project presented their plans for the Assisted Living Facility at the last two Planning Board meetings. Review will continue. The Planning Board has circulated for Intent to be Lead Agency in the SEQRA review.

Housing starts are still high, demand is higher still due to low inventory. We attribute this demand to what we have been calling the CoVid-19 exodus, which does not appear to be slowing. In the face of the winter ahead and the possibility of increased CoVid numbers, we anticipate the demand will remain high through 2021, perhaps as far out as 2022. We are working with Ulster County on developing a more solid number on vacancy rates, which is a prime indicator of strength of real estate markets. Early passes at that rate put us around 2%. A vibrant market, where buyers and sellers are able to find real value together, rather than one over the other, is about 5%. Therefore, buyers are getting less perceived value in their purchase (it is a sellers' market). Unfortunately, this impacts not just people experiencing the CoVid exodus, but long-time local residents who wish to purchase. Increased housing stock would mitigate some of this dichotomy in the perceived value costs.

Solar project looks to be coming in October. This is a 5 Mega Watt facility in the Agricultural District. The location keys in well with the Solar Tool developed by Scenic Hudson (with Town of Lloyd participation and input). The area being proposed is currently owned by Doug Minard and is mostly apple trees now.

Revenue is still up, relatively speaking. Housing starts remain high. Commercial is slowly picking up. The strongest impact of the CoVid crisis has been on the commercial starts. In order to maintain appropriate balance of tax base, the Town might consider strengthening their approach to commercial development. If housing starts sremain high, with limited commercial development, taxes will increase due to increased services supplied (fire, ambulance, government administration, etc).

Blasting has begun at Mountainside woods. A small shot was done on Tuesday, September 1, 2020. Most, if not all, will be small shots, with heavy matting to contain the blasting. Neighbors have been notified and pre-blast surveys performed. The Town has issued a permit for that blasting. Part of the requirement of that issuance was to supply the Town with insurance confirmation.

Highway – Superintendent Richard Klotz

Klotz reported that he is still working on getting prices for paving the rail trail. The crews have some road paving left to complete, and they are cleaning ditches and mowing.

The two new pickup trucks should be in tomorrow.

Guerrero said the stop sign on Commercial Avenue Extension has gone missing.

Klotz will look into that.

Police – Chief James Janso

PATROL ACTIVITIES:

CALLS FOR SERVICE-----	2326
ACCIDENTS-----	29
TICKETS (PARKING/UTT'S) -----	(9 parking)
	(69 UTT'S)
ARRESTS-----	18

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FOOT PATROL-----HAMLET (OFFICER/SGT) ----- Approx. 155 hrs.
SCHOOLS (OFFICERS/SGT)-----Approx. 0 hrs.
FOOT PATROL-----HAMLET (CHIEF/LT.)-----Approx. 3 hrs.
SCHOOLS (CHIEF/LT.)-----Approx. 1 hrs.

Aug. 20th Lloyd Police started again the **ALZHEIMER'S IDENTIFICATION BRACELET PROGRAM**. Our agency has purchased purple bracelets (the color the Alzheimer's Association uses to promote Alzheimer's Disease awareness) to be distributed to members of the community that suffer from late stages of Alzheimer's disease and have the potential of walking or wandering away from their loved ones. We had three bracelets engraved and given to area residents who requested them this month.

Aug. 21st-Chief Janso, Lt. Roloson, Sgt. Kalimeras, and Sgt. Ventura attended Procedural Justice training held at the Dutchess County Police Academy. Procedural Justice is being fair in processes, being transparent in actions, providing opportunity for voice and being impartial in decision making.

Aug. 24th -Lloyd Police applied and received a \$2,500 grant from Ulster County STOP DWI to be used for 2020-2021 for DWI enforcement targeting specific dates.

Aug. 25th -Chief Janso and Lt. Roloson were invited and attended the Walkway over the Hudson Event for the official unveiling of a 7-foot-tall statue of abolitionist and women's rights advocate Sojourner Truth at the Walkway Over the Hudson's Ulster Welcome Center Plaza.

Aug 25th- Lt. Roloson assisted in Harassment training for town employees.

Aug. 28th-Chief Janso, Lt. Roloson, Sgt Kalimeras, and Sgt Ventura attended Implicit Bias training held at the Dutchess County Police Academy. Implicit Bias is the automatic associations and stereotypes that are made about individuals and groups of people and how it can influence policing.

All members of the police department will be trained in Procedural Justice and Implicit Bias as Lloyd Police continue to train and educate its members with regards to reforming our dept. policy and policing methods.

The PBA will be holding a car show in the Hannaford/McDonald's parking lot on Saturday, September 26th from 10:00 AM to 6:00 PM. The entrance fee is \$15 and the contact is Chief Miller at the Fire Department. This is a fundraiser for the PBA.

Chief Janso also spoke about some officer's, including Town of Lloyd Police and local State Police, being targeted. One Lloyd officer had someone videotaping his house while driving by slowly, and a NYS Trooper's house was broken into after his wife left for work. Chief Janso has authorized patrol's past officer's homes.

The department has two full-time positions open, one due to retirement, and one due to promotion. He will be interviewing four qualified candidates next week.

Recreation/Buildings & Grounds – Frank Alfonso

The last day for swimming at Berean Park was Sunday, August 9th. "No Swimming" signs were posted at that time, and then "Park Closed for Swimming" signs were posted shortly after that. Someone removed these signs and they had to be replaced. The water heater in the bathroom, and the water fountain need to be repaired. They will be taking care of that, and painting the inside of the building this fall.

Berean was well attended this season, with approximately 150-200 people per day Monday through Thursday, and well over 300 people throughout the day on Friday, Saturday and Sunday. Staffing for the eight weeks cost \$21,957. rather than the estimated \$25,000.

No permits have been issued to use Berean Park or Tony Williams Park this season.

He is waiting for final approval and signed contracts for resurfacing the tennis, pickleball, basketball courts. Work may not get done until late next spring.

Tony Williams Park had a busy August, with games and practices. The teams using the fields pay a fee to the town. The fields, tennis courts and basketball courts were getting a great deal of use. The basketball courts are now closed, and the reported incident of people testing positive for Covid-19, who had played basketball at Tony Williams, involved SUNY New Paltz students only. Highland residents did not play with them.

Alfonso is not sure what to expect with the high school using the fields this fall, or what will happen with the sports camps. With Covid-19, it will be a wait and see situation. He attended a meeting regarding the pavilion in the town field. They discussed having the field that the lacrosse team uses go north to south instead of east to west. The low spot in the right field will need to be filled in and the infield reseeded. He is getting prices for that work.

The lawn care bid package went out today to six Highland businesses. The bid opening is October 2nd. We currently have a company that mows and is certified to fertilize.

Town Clerk – Wendy Rosinski

- We opened to the public on Monday, August 24th.
- Our new DEC program is finally up and running.

Water & Sewer – Adam Litman

Litman recognized David Campala's 37 years of continuous service to the Town of Lloyd in the Water and Sewer Department. As of August 28th, Campala is officially retired. Litman acknowledged his thanks to Campala for sharing his wealth of knowledge, his incredible dependability in the most difficult emergencies, and his ability to provide a level of faith that everything would be OK, even in the worst storms, including when their buildings washed away. His dedication has been truly appreciated.

River water is making up 100% of daily production and the wells are offline. Daily production time has increased considerably over the last several months, with some shift times running in excess of 14 – 16 hours. They have utilized split shifts to help with scheduling since they have only four people to operate the plant seven days a week.

The Microfiltration Pilot Plant Study is complete. Litman is waiting for the analytical data that has been gathered over the last six months. Once it is reviewed and approved with engineering, it will go to the Department of Health for their approval for that type of system for our town.

The road crew made a 16-hour sewer repair on Route 9W South in front of the storage units. Litman will have someone come in with a video camera to determine the condition of this 50+ year old pipe. This is a major undertaking.

Pump stations have required extra maintenance and cleaning. They have also been doing housekeeping; mowing and weed whacking at all locations

Supervisor – Frederick Pizzuto

Supervisor reviewed the status of the budget that was discussed earlier in the Budget Officer's report. Based on the updated sales tax numbers, Supervisor thinks they will be in a good position for the 2021 budget.

By January 1st, the Town will start using a P.O. system for all purchases. This puts the burden on the department head, but also provides better control.

Amendments are being made to the employee handbook as they work their way through it. The handbook will include an IT policy. Employees will have to sign that they received a copy of the handbook, and that signed acknowledgement will go into their personnel file.

2. OLD BUSINESS

3. NEW BUSINESS

Auchmoody read a second resignation letter, dated August 31st, received from Elaine Rivera. Winslow read Rivera's original resignation letter dated May 26th.

MOTION made by Winslow, seconded by Guerriero, to accept the resignation of Elaine Rivera.

Four ayes carried

**At close of meeting report Mark Reynolds asked which letter they are accepting as the resignation, Winslow replied May 26th.*

4. PRIVILEGE OF THE FLOOR

5. MOTIONS & RESOLUTIONS

A. MOTION made by Auchmoody, seconded by Winslow, to approve the minutes of August 5, 2020 Town Board Workshop meeting and the August 16, 2020 Town Board Regular meeting.

Four ayes carried

B. RESOLUTION made by Auchmoody, seconded Winslow, to accept the resignation of Dave Campala, Senior Water/Waste Water Maintenance Worker Foreman effective August 28, 2020 due to retirement with regrets.

Roll call: Pizzuto, aye; Auchmoody, aye; Winslow, aye; Guerriero, aye.

Four ayes carried

C. RESOLUTION by Winslow, seconded by Guerriero, to amend the working hours of the Town of Lloyd Highway Department from the current Summer hours of 6am to 2:30pm to Winter hours of 7am to 3:30pm effective Tuesday, September 8, 2020 at the recommendation of Highway Superintendent, Richard Klotz.

Roll call: Pizzuto, aye; Auchmoody, aye; Winslow, aye; Guerriero, aye.

Four ayes carried

D. MOTION made by Auchmoody, seconded by Winslow, to allow vendors on the Hudson Valley Rail Trail from the Walkway Over the Hudson entrance west to the emergency access gate at Haviland Road for the Hudson Valley Rail Trail and Walkway Over the Hudson WALKTOBERFEST event on Saturday, October 3 and Sunday, October 4, 2020 at the request of Peter Bellizzi, President of the Hudson Valley Rail Trail Association.

Four ayes carried

E. RESOLUTION by Winslow, seconded by Auchmoody,
WHEREAS, Hudson Valley Rail Trail has been extended west of South Street to the Town line on the border with the Town of New Paltz; and,

WHEREAS, this extension is on property owned by the New York State Department of Transportation (“NYS DOT”); and

WHEREAS, the Town and NYS DOT wish to enter into an agreement setting forth the parties mutual maintenance responsibilities for the State property upon which the westward extension of the Hudson Valley Rail Trail is located including the turf mowing, snow and ice removal, and the maintenance of the asphalt roadway, asphalt shared use path, guiderail, fencing, pavement marking, traffic signals, pedestrian signals, bollards, signage, retaining wall and landscaping; and

WHEREAS, the Town and NYS DOT have reached an agreement as to the terms and conditions as set forth in the agreement annexed hereto and made a part hereof; and

WHEREAS, the Town and NYS DOT now desire to enter into such agreement setting forth their respective rights and responsibilities;

NOW, THEREFORE, it is resolved as follows:

The Agreement as set forth Exhibit “A” annexed hereto be and the same hereby is approved by the Town Board; and

The Supervisor is hereby authorized to sign said agreement and any related documents necessary for finalizing thereof.

Roll call: Pizzuto, aye; Auchmoody, aye; Winslow, aye; Guerriero, aye.

Four ayes carried

AGREEMENT BETWEEN
THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AND
THE TOWN OF LLOYD
CONCERNING THE MAINTENANCE OF THE EMPIRE STATE TRAIL ON STATE ROUTE 299

WHEREAS, The Parties (individually a “Party” or collectively the “Parties”) to this Agreement (“Agreement”) are the **New York State Department of Transportation** (“NYSDOT”), an agency within the government of New York State with its main office at 50 Wolf Road, Albany, New York 12232, and the **Town of Lloyd** (“Town”) with primary offices at the 12 Church Street, Highland, New York 12528.

WHEREAS, The purpose of this Agreement is to set forth the terms by which NYSDOT and the Town will share maintenance of the shared use path along State Route 299 starting at the town line (station S10 166+75 on contract documents) and continuing to the South Street intersection (station S10 183+72). See attached Design Plans (hereinafter referred to as “Exhibit A”) for a visual description of the area. Maintenance responsibilities governed by this agreement will include the turf mowing, snow and ice removal, asphalt roadway,

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asphalt shared use path, guiderail, fencing, pavement marking, traffic signals, pedestrian signals, bollards, signage, retaining wall, and landscaping.

WHEREAS, NYSDOT does not perform snow and ice removal on shared-use paths adjacent to State highways;

WHEREAS, the above-described shared-use path is a portion of a much longer trail that exists on municipal property and local roadways through the Town and Village of Lloyd and the Town of Lloyd;

WHEREAS, the municipal portions of this trail are generally cleared of snow and ice during the winter months and to maintain the connectivity of the trail year-round for the enjoyment of their citizens and the public at-large the Town wishes to perform snow and ice removal on the portion of the trail within NYSDOT's right-of-way;

WHEREAS, the Town's access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103, 203 and/or 234, including the conditions that Town assume all responsibility for (a) the temporary control of all modes of traffic (including motorized and non-motorized travel) affected by Town's operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses;

WHEREAS, the Parties, in consideration of the foregoing, hereby agree to the following:

- 1. NYSDOT Responsibilities.** NYSDOT shall own and maintain the asphalt roadway, asphalt shared-use path, guiderail, fencing, pavement markings, traffic signals, pedestrian signals, bollards, signage, and retaining wall on Route 299. However, nothing in the Agreement shall be construed to impose a duty on NYSDOT to undertake snow and ice removal of the shared-use path at any time.
- 2. Town Responsibilities.** The Town shall be responsible for all landscaping, turf mowing and snow and ice removal for the shared-use trail on Route 299 from Town of Lloyd Town Line to South Street (Station S10 166+75 to S10 183+72), as described above and in Exhibit A.
- 3. Applicable Rules, Regulations & Conditions.** The Town shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards. If the Town is delayed in the performance of snow and ice removal, the Town shall take reasonable efforts to inform the public that the trail is not being cleared. Such efforts shall include but are not limited to posting temporary signage or placing warning signals or traffic cones near the uncleared portions. Moreover, if despite the Town's reasonable efforts, the Town is delayed in the performance of any work covered by this Agreement by any act or omission by NYSDOT, then the Town shall not be responsible for any damages or losses caused by the failure of the Town to perform that portion of the work during the time that the Town was so delayed by NYSDOT.
- 4. Site Restoration.** Town shall, at its own expense, promptly complete the work allowed, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begun, reasonable wear and tear excepted, as determined by the Commissioner or his/her designee. In the event that the Town fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Town, may restore the property to substantially the same or equivalent condition as existed before the Town's work/activities, in which case, Town agrees to reimburse the reasonable expenses in connection therewith. NYSDOT acknowledges that the frequency of turf mowing and/or the application of ice melting products shall be solely within the discretion of the Town to the extent such is consistent with governing New York State laws and regulations.
- 5. Payment & Release of Liens.** Town shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend

and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to the Town in connection with the Town's work.

- 6. Insurance Coverage.** The Town must have the insurance that is required for the type and extent of the work being performed. A completed Certificate of Insurance evidencing the required types and limits of insurance coverage, with New York State Department of Transportation named as an additional insured on the general liability policy. An industry standard ACORD 25 form with an ACORD 855 Addendum is acceptable evidence of the required coverage. Certificate Holder should be indicated as New York State Department of Transportation, with the address of the regional office.
- 7. Compensation and Disability Insurance Coverage.** Permittee is required to have compensation insurance and disability coverage as noted in the provisions of the Worker's Compensation Law and Acts amendatory thereof for the entire period of the Agreement, or the Agreement will be invalid. Applicant must provide proof of coverage (Form C-105.2, U-26.3 or SI-12 for Worker's Compensation, and DB-120.1 or DB-155 for Disability Benefits), or provide proof of exemption from this requirement (Form CE-200).
- 8. Indemnity.** In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Town, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Town's activities or operations, whether undertaken by the Town's own forces or by contractors or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Town agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Town's, activities or operations under this Agreement.
- 9. Notification.** The Town shall notify NYSDOT by phone, fax or email of any work being performed as soon as is practical, but no later than the next business day. If at any time NYSDOT plans to perform mowing or herbicide treatments on or around the above-described shared use path, NYSDOT shall notify the Town at least 48 hours before the planned work is scheduled to be performed.
- 10. Reporting Accidents.** The Town is required to report any accidents that occur during the course of this Agreement to their insurance company, and to provide the Department with a copy of any such report.
- 11. Points of Contact.** For NYSDOT, the contact person regarding this Agreement shall be the Region 8 Director. For the Town, the contact person regarding this Agreement shall be the Town Highway Superintendent.
- 12. Amendments/Modifications.** This Agreement may be amended or modified only upon the mutual, written consent of the Parties.
- 13. Severability.** Nothing in this Agreement is intended to conflict with any law or regulation of the State of New York. If a term of this Agreement is inconsistent with any law or regulation of the State of New York, that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in effect.
- 14. Effective Date.** The terms of this agreement will become effective on March 1, 2020 and shall renew yearly unless modified or terminated as provided for in this Agreement for a period of 40 years.
- 15. Termination.** The terms of this Agreement, and any subsequent modifications/amendments, will remain in effect until such Agreement is terminated by either party serving 30 days' written notice upon the other to the addresses listed below.

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16. Services of Notice. Any notice regarding this Agreement may be served upon the Town by certified mail, addressed to:

Town Clerk, Town of Lloyd
P.O. Box 550
Lloyd, NY 12561
With a copy to:
Highway Superintendent, Town of Lloyd
P.O. Box 550
Lloyd, NY 12561

Any notice regarding this Agreement may be served upon NYSDOT by certified mail, addressed to:

Lance MacMillan, Director, Region 8
New York State Department of Transportation
4 Burnett Boulevard
Poughkeepsie, New York 12603

17. Entire Agreement. This Agreement shall incorporate the following documents:

- a. Agreement Form - this document;
- b. Appendix "A" - New York State Required Contract Provisions;
- c. Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act);

MOTION made at 6:15 by Winslow, seconded by Auchmoody, to go into executive session to discuss personnel.

Respectfully submitted,

Wendy D. Rosinski
Town Clerk

