

TOWN OF LLOYD
TOWN BOARD WORKSHOP MEETING
December 7, 2022

Present: Supervisor David Plavchak
Councilmember Leonard Auchmoody

Councilmember John Fraino
*Councilmember Joe Mazzetti

Also present:
Wendy D. Rosinski, Town Clerk
Margaret O’Halloran, Secretary

Absent: Councilmember Michael Guerriero

4:00 PM – Open meeting and Pledge of Allegiance

1. REPORTS

Assessor – Ann Feo
Budget – Margaret O’Halloran
Building & Zoning Department – David Barton

Permits	Building Permits Issued	35
	Total CO & CC Issued	48
	SFD Permits/ -CO’s Issued	1/2
	Permits in Water/Sewer District <small>(new)</small>	1
	Burning Permits	9
Total Inspections	(Includes Field, Final, Fire, Stormwater)	168
Complaints	Total Complaints	20
	Complaints Resolved	10
	Order to Remedy issued/Resolved	4/1
	Stop Work Orders issued/Resolved	1/1
	Appearance Tickets/Resolved	2/1
	Unsafe Structures	0
Stormwater	Complaints/Resolved	0/0
C.O. & Violation Searches	Received/Completed	12/11

Fees Collected

<u>Building Dept.</u>		
Building Permit Fees (A2115)		\$12,027.10
Burn Permits (A2121)		\$165.00
Public Assembly / Multiple Dwelling Fire Inspections (A2123)		\$900.00
Certificate of Occupancy & Violation Search (A2125)		\$1,800.00
Map Copies		\$0.00
Parking Fees		\$0.00
Building		\$14,892.10
Planning		\$1,500.00
Board		
ZBA		\$415.00
Recreation		\$2,500.00
Fees		
<u>Grand Total</u>		\$19,307.10

It was a busy month for revenue. Two fire calls last month. One was on Thanksgiving Day on N. Elting Corners Road with total loss of the structure and the second one was a kitchen fire on Sterling Place.

Mr. Fraino submitted the Ulster County Hazard Mitigation Plan. Anthony is going to be the stormwater officer. In order to receive some grants, we need this plan in place.

Walk-through was done on 1 Grove Street, the nursing home across the street. The inside of the building has been substantially demolished. Anything that is not structural in

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the building such as electrical, plumbing and sprinklers still need to be removed and replaced with new materials.

Dave did Brownfield's webinar two weeks ago that was two hours long. The webinar spoke about grant opportunities. There are two possible Brownfields in Highland.

There is a good amount of STR applications rolling in.

January will be busy. Fire inspections are already being done to expedite the review.

There are approximately 25 STR's.

Dog Control – Andrew McKee

The Cold weather is here!!! Please use caution with regard to leaving pets outdoors in cold weather, and never leave your dog's outside when you are not home!

13 calls this month including 3 calls to service from the New York State Police and Ulster County Sherriff.

2 active complaints and/or cases which are now closed or resolved

2 open cases or complaints.

Impounded 0 dogs.

0 appearance tickets were issued

0 dog bites reported

We had a number of calls for dogs running loose this month.

Please keep your dogs tethered or otherwise physically contained on your property. Residents and visitors should be able to walk on public roads without stray dogs approaching them.

Thank you, and Merry Christmas to all!!!

Finance – Kendra Minard

Highway – Superintendent Richard Klotz

Currently patching, doing some clean-up, rock removal and getting the trucks ready for the winter. Working on getting the heat back in the building.

Historian – Joan Kelley

The number of active Covid-19 cases in Ulster County continue to decline; the number of active cases fell from 240 to 168 at month's end. The number of deaths rose from 399 to 401.

A former town Historian, Theresa "Terry" Scott, died on 14 Nov. 2022. She was 86.

Queries:

None this month

Donations:

- 1) Francis Miller donated a typed copy of an oral history of the Town as record by Historian Mabel Lent.
- 2) I'm researching the photographs recently donated by Fred Schühle, trying to identify the people and places.

Rail trail signage

- 1) I reviewed the initial drafts of the four signs which Matt Kierstead created. They look really good.
- 2) Matt has accumulated so much research about the railroads and the rail trail, but only a fraction of this information can be included on the signs. Some of 'unused' research can be used in the publicity for the presentation of the signs; other possibilities to share this knowledge are being explored.

Abraham Elting Cemetery (aka the Slave Cemetery)

- 1) The installation of the fencing around the slave cemetery is scheduled for early December.

Research on the buildings in Franny Reese Park

- 1) I contacted a descendant of the Herrman family to obtain better images of some photograph which she had sent the previous historian. Work on the Franny Reese Park presentation continues.

I attended an online New York Genealogical & Biographical seminar on "Digitizing and Searching Historical New York Collections" Their recent "Digitizing Upstate Initiative" is designed to let them share digitization hardware and strategies with groups keen to upload and release their own collections – a possible opportunity

to digitize our 1932 tax assessment maps. I will contact them.
I participated in a meeting of the 250 RevWar committee and a meeting of the Ulster County historians.

Police – Chief Jim Janso

PATROL ACTIVITIES:

CALLS FOR SERVICE-----892
ACCIDENTS-----40 (6 personal injury) (34 property damage)
TICKETS (PARKING/UTT’S) -----60 UTT’s
ARRESTS-----17

FOOT PATROL-----HAMLET (OFFICER/SGT)-----Approx. 150 hrs.
SCHOOL (OFFICER/SGT)-----Approx. 17 hrs.

FOOT PATROL-----HAMLET (CHIEF/LT.)-----Approx. 1 hr.
SCHOOLS (CHIEF/LT.)-----Approx. 1 hr.

Nov. 01st - “Cops and Coffee” took place at Vigneto Café
Nov 01st –The police departments Thanksgiving Food Drive started
Nov. 03rd -Senator Sue Serino did a ride along on the afternoon/evening patrol
Nov. 11th - members attended the Veterans Day Service at the American Legion Park. After that Chief Janso and his family and Lt. Roloson visited the veterans in Valley Vista Assisted Living Facility, Taconic Rehabilitation Center and Highland Nursing and Rehabilitation Center
Nov. 18th- Members of the Town of Lloyd Police Department started the Christmas Season early by donating toys for “Operation Christmas Child”. The boxes of toys will be distributed to children in need around the world and are sponsored by the Highland Calvary Church.
Nov. 21st -our Thanksgiving Food Drive ended. With the help of our community, we were able to deliver 60 boxes and bags of non-perishable food to St. Augustine’s for their Thanksgiving Luncheon and food pantry.
Nov. 24th- Thanksgiving Day, Chief Janso and Lt. Roloson delivered 15 Thanksgiving meals to residents and seniors.
Nov. 29th -the police department’s “Operation Christmas” Toy Drive started. New unwrapped toys can be dropped off at the police station, the town hall or Vineyard Commons. The toy drive ends Dec. 22. All toys will be delivered to the Highland Methodist Church for those families in need this holiday season.

Narcan Use: 1 (9 total for the year)

Training: Officer Lembo completed Field Training Officer School
Lt. Roloson attended training at the Ulster County District Attorney’s office

Recreation/Buildings & Grounds – Frank Alfonso

Youth Basketball started last Saturday with about 60 kids in attendance and will run through February.
Men and women adult basketball started about a month ago on Tuesday’s and Thursday’s.
Youth wrestling camp/clinic will start on the first Tuesday in January.
Soccer club will start on Saturday and Mondays in January. The leaves are mostly taken care of in the parks.

Town Clerk – Wendy Rosinski

Supervisor – David Plavchak

Winter banners are up around town. Some of them are on 9w, Milton Ave, Church Street and Shepherds Landing. By Friday they are going to clean up Tilson Toc and going to be done for the season. They are going to skim coat the rest of the remaining 800 ft. After Friday there will be two-way traffic again. In March and April, they will continue with the project.

Water & Sewer – Adam Litman

Water Department

1. River water is making up 90% of daily production, the remaining 10% comes from the wells.
2. Production time is still varying between 10 & 11 Hrs. per day.
3. The backwash tank has been cleaned out. Earthcare was onsite for two days and removed approximately seventy thousand gallons of sludge. Pieces of concrete, safety netting and coal was removed from the sump area in the tank. We are now able the process sludge once again.

Cost breakdown

Earthcare = \$51,000.00

11 months in house – approximate

Sludge disposal = \$11,000.00

Wages, not including OT. = \$8,728.00

Electricity = \$8,400.00

Chemicals = \$1,000.00

Water use = \$200.00

Fuel = \$500.00

Total = \$29,828

Doesn't include waste sent to the wastewater plant.

Sanity = priceless...

4. The new 2-million-gallon tank:

Road Crew

1. John Rockwell's injured knee is healed and he has returned to work.
2. The crew flushed hydrants.
3. Repaired three water main breaks.
4. We are working with Dave Barton and will begin a town-wide mapping of the water and sewer systems.

Sewer Department

1. Daily operations continue as usual; the cooler temps have helped to settle the wastewater plant and have helped with daily processing.
2. Philip Grasso started his employment and is doing a great job.

2. OLD BUSINESS

3. NEW BUSINESS

4. PRIVILEGE OF THE FLOOR

Peter Bellizzi reported the Pavilion bathrooms on New Paltz Road have been locked due to homeless people sleeping in them. He will talk with Chief Janso and see if they can come up with a solution.

*** Mazzetti arrived 4:27 PM**

5. MOTIONS & RESOLUTIONS

A. RESOLUTION made by Fraino, seconded by Auchmoody to terminate the employment of PT Dispatcher Michael Miller at the recommendation of Chief James Janso.

Roll Call: Plavchak, aye; Auchmoody, aye; Fraino, aye; Mazzetti, aye

Four ayes carried

B. RESOLUTION made by Mazzetti, seconded by Fraino to authorize Supervisor Plavchak to sign the MVP Health Care Medicare Rate contract for Town of Lloyd retirees.

Roll Call: Plavchak, aye; Auchmoody, aye; Fraino, aye; Mazzetti, aye

Four ayes carried

C. RESOLUTION made by Fraino, seconded by Auchmoody

WHEREAS, Ann Feo is currently the Assessor of the Town of Lloyd for a term which is set to expire 9/30/ 2025; and,

WHEREAS, Ann Feo wishes to resign as the Assessor of the Town of Lloyd effective December 8, 2022 and

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WHEREAS, the Town wishes to accept the resignation of Ann Feo as Assessor and rehire her in the position of Assessment Field Worker effective December 8, 2022.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

That the Town hereby accepts the resignation of Ann Feo, Assessor effective December 8, 2022.

IT IS FURTHER RESOLVED:

That the Town hereby appoints Ann Feo to the position of Assessment Field Worker at a rate of \$ 20.69 per hour effective December 8, 2022.

Roll Call: Plavchak, aye; Auchmoody, aye; Fraino, aye; Mazzetti, aye

Four ayes carried

D. RESOLUTION made by Auchmoody, seconded by Fraino

WHEREAS, Gerardo Feo is currently serving in the position of Assessment Field Worker in the Town of Lloyd Assessor's Office; and,

WHEREAS, the current Assessor is resigning effective December 8, 2022; and

WHEREAS, the Town Board wishes to appoint Gerardo Feo to serve for the unexpired term of the current assessor.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

That Gerardo Feo is appointed to serve the unexpired term of Assessor which expires 09/30/2025 at a salary of \$55,000.00 effective December 8, 2022.

Roll Call: Plavchak aye; Auchmoody, aye; Fraino, aye; Mazzetti, aye

Four ayes carried

E. RESOLUTION made by Auchmoody, seconded by Fraino to authorize the

Supervisor to purchase a John Deere Gator XUV835M HVAC Model Year 2023

for \$26,373.55 plus \$4,788.42 for 6' V Plow Prep/Assembly and Freight for a total

of \$31,161.97 to be shared between Police, Parks & Recreation departments.

Four ayes carried

F. RESOLUTION made by Auchmoody, seconded by Fraino

WHEREAS, ELMS MAIN STREET LLC ("Elms") owns lands adjacent to certain lands of the Town of Lloyd, located in the Town of Lloyd, County of Ulster and State of New York, said lands of Elms being more particularly described in a map entitled "Preliminary Map of Subdivision of Lands of ELMS MAIN STREET, LLC and lot line revision with Lands of The Town of Lloyd said map prepared by Brooks & Brooks Land Surveyors, PC dated March 3rd, 2022 revised May 10th, 2022 and revised May 6th, 2022", and

WHEREAS, a portion of the premises owned by Elms in the vicinity of the Town's planned Lewis C. DiStasi, Jr. Pavilion and the Town feels that it would be in the best interest of the Town to obtain a portion of the premises owned by the Elms as set forth by Parcel A on the above referenced map said parcel containing 0.03 acres to provide an additional buffer for the construction of the Town's planned Lewis C. DiStasi, Jr. Pavilion, and

WHEREAS, a portion of the premises located on the property of the Elms encroach and overhang on to the property of the Town including a wood deck and planters of the existing laundromat structure, located on the property of the Elms, and

WHEREAS, the parties have negotiated an Agreement whereby the Town would transfer certain property from the Town to Elms which parcel is set forth as Parcel B on map number entitled "Preliminary Map of Subdivision of Lands of ELMS MAIN STREET, LLC and lot line revision with Lands of The Town of Lloyd said map prepared by Brooks & Brooks Land Surveyors, PC dated March 3rd, 2022 revised May 10th, 2022 and revised May 6th, 2022" which said transfer would alleviate the overhang and encroachment as set forth above and whereby the Elms would transfer a certain parcel set forth on the above referenced map as Parcel A which said transfer would provide additional land to the Town and create additional buffer space for the construction of the "Lewis C. DiStasi, Jr. Pavilion", and

WHEREAS, the Town is desirous of approving the Agreement as set forth in Exhibit Attached hereto and made apart hereof.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. The agreement attached hereto as Exhibit "A" be and the same hereby is approved by the Town of Lloyd.
2. This Resolution is subject to Permissive Referendum and the Town Clerk shall

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publish a notice in the official newspaper of the Town within ten (10) days after adoption of this Resolution containing the information required in Town Law Section 90, which notice shall set forth the date of adoption of the Resolution and contain an abstract of such Resolution concisely stating the purpose and effect thereof and that it was adopted subject to Permissive Referendum.

3. This Resolution is not final and shall not take effect until thirty (30) days after its passage provided no petition is filed with the Town Clerk pursuant to Town Law Section 91 requesting a special election. If an election is so requested the resolution shall not take effect until an affirmative vote is rendered by the voters entitled to vote pursuant to the Town Law.

4. Upon this resolution becoming final and taking effect, the Supervisor is then authorized to sign the Agreement on behalf of the Town and duplicate copies of the Agreement shall be furnished to Elms Hall Corp.

Roll Call: Plavchak, aye; Auchmoody, aye; Fraino, aye; Mazzetti, aye

Four ayes carried

EXCHANGE OF REAL PROPERTY AGREEMENT

This agreement dated the _____ day of _____ 2022, by and between ELMS MAIN STREET LLC (“Elms”) a domestic limited liability company having its principal executive office at 7 Broad Street, PO Box 390, Pawling, New York 12564, and

The TOWN OF LLOYD (the “Town”), a New York municipal corporation, having its principal office at 12 Church Street, Highland, NY 12528,

WITNESSETH:

WHEREAS, Elms owns lands adjacent to certain lands of the Town of Lloyd, located in the Town of Lloyd, County of Ulster and State of New York, said lands of Elms being more particularly set forth on a map entitled “Preliminary Map of Subdivision of Lands of ELMS MAIN STREET, LLC and lot line revision with Lands of The Town of Lloyd, said map prepared by Brooks & Brooks Land Surveyors, PC dated March 3rd, 2022 revised May 10th, 2022 and revised May 6th, 2022” a copy of which said map is attached hereto and made apart hereof as Exhibit A, and

WHEREAS, there is a laundromat structure located substantially on the property of Elms, and

WHEREAS, during the course of the preparation of the above-referenced map, it was discovered that part of the overhang and wood deck and planters of the existing laundromat structure which is located substantially on the property of Elms, are located on the property of the Town of Lloyd, and

WHEREAS, the Town feels that it would be in the best interest of the Town to obtain a portion of the premises owned by Elms as set forth as Parcel A on said map, said parcel containing 0.03 acres to provide an additional buffer for the construction of the Town’s planned Lewis C. DiStasi, Jr. Pavilion, and

WHEREAS, the Town wishes to transfer a parcel of Land containing 0.03 acres to the Elms which land contains the overhang and wood deck and planters of the existing laundromat structure which are on the property of the Town in exchange for a separate parcel currently owned by the Elms containing 0.03 acres which said parcel is a triangular shaped parcel just northerly and parallel to the pine trees that are the corner of the parking lot where the Town’s athletic field is located and in the vicinity of the Town’s planned Lewis C. DiStasi, Jr. Pavilion, and

WHEREAS, the parties desire to set forth the terms and conditions of the above referenced transfers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. The ELMS MAIN STREET LLC shall transfer and convey to the Town the property shown as Parcel A on “Preliminary Map of Subdivision of Lands of ELMS MAIN STREET, LLC and lot line revision with Lands of The Town of Lloyd said map prepared by Brooks & Brooks Land Surveyors, PC dated March 3rd, 2022 revised May 10th, 2022 and revised May 6th, 2022” which said map is attached here to and made apart hereof as Exhibit A.
2. The Town of Lloyd shall transfer and convey to ELMS MAIN STREET LLC the property shown as Parcel B on “Preliminary Map of Subdivision of Lands of ELMS MAIN

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STREET, LLC and lot line revision with Lands of The Town of Lloyd said map prepared by Brooks & Brooks Land Surveyors, PC dated March 3rd, 2022 revised May 10th, 2022 and revised May 6th, 2022” which parcel is more particularly described in Schedule B attached here to and made apart hereof.

3. There shall be no other consideration in addition to that set forth herein.

4. The Premises are transferred and shall be conveyed subject to zoning and subdivision laws and regulations.

5. The parties acknowledge and represent that each is fully aware of the physical condition of all the properties included in this transfer, based on each party’s own inspection and investigation thereof, and that each party is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, use, cost of operation or any other matter related to the Premises included in this transfer, given or made by either party or its representatives, and shall accept the same “as is” in their present condition.

6. The parties shall each accept such title as a New York State licensed title insurance underwriter shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract. Each party will be responsible for any title searches, reports, or insurance obtained on their behalf.

7. “Closing” means the settlement of the obligations of the parties to each other under this contract, including the mutual transfers of bargain and sale deeds with covenant against grantor’s acts of each party to the other.

8. Closing shall take place at the office of Di Stasi, Moriello & Murphy Law PLLC, 400 Upper North Road, Highland, NY 12528 within 10 days after all of the applicable time periods relating to the Town’s transfer have expired.

9. Each party shall be obligated to pay all applicable transfer and/or recording taxes or fees payable by reason of the delivery or recording of any documents necessary to effectuate the above referenced transfers.

10. This contract may not be assigned by either party without the prior written consent of the other party in each instance and any purported assignment(s) made without such consent shall be void.

11. (a) All prior understandings, agreements, representations and warranties, oral or written, between the parties are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or canceled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by the parties.

(f) The parties shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

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TOWN OF LLOYD

ELMS MAIN STREET LLC

By: _____
David Plavchak, Supervisor

By: _____
Jason Cappillino, Member

MOTION by Fraino, seconded by Auchmoody to go into Executive session at 4:35 PM
to discuss CSEA Collective Bargaining Agreement.
Four ayes carried

MOTION by Fraino, seconded by Auchmoody to come out of Executive session at
5:09 PM.
Four ayes carried

MOTION by Fraino, seconded by Auchmoody to adjourn at 5:10 PM.
Four ayes carried

Respectfully submitted,

Wendy D. Rosinski
Town Clerk

