

Village Board

July 21, 2014

Present: Mayor William Murphy, Trustees Don Hackett, Jeannine Mayer, Patrick Landewe, Terry Parisian, Vince Buono and Brian Martin

Others: Mike Hopf, Eyal Saad, George Terpening, Lynn Vroman, Bob Ciarlante, Ed Quirk, Barry Benepe, Dave Mason, Alex Wade and others

Mayor Murphy called the Village Board to order at 7:00pm. Trustee Buono led the Pledge of Allegiance to the Flag.

Mayor Murphy asked the audience to remain standing. He was sad to report that Town Tax Collector Suzi Filak has died, losing her battle with lung cancer. Suzi was an active community member, always at Cantine Field coaching or cheering for her children. She was a member of the League of Woman Voters and involved in the civic community. Our sympathy goes out to her family including her husband Steve and her three children as we mourn their loss. Mayor Murphy asked for a moment of silence in Suzi's memory.

#### Privilege of the Floor

Barry Benepe spoke in favor of the Complete Streets Program and making Saugerties a "walkable Village". Mr. Benepe praised Chief Sinagra for his involvement and support of the program. He encouraged the Village to form a committee with the Town of Saugerties to pursue this issue. The Trustees discussed asking the STAC committee to pursue this issue. Alex Wade agreed with this suggestion.

Mayor Murphy presented the Minutes of the July 7, 2014 Village Board meeting. Motion was made by Trustee Hackett, seconded by Trustee Mayer, to approve the minutes. Carried unanimously.

Trustee Buono presented the Abstract for July 21: General - \$63,308.17; Water - \$6,256.80; Wastewater - \$13,677.54. Motion was made by Trustee Martin, seconded by Trustee Hackett, to approve the Abstract. Carried unanimously.

Eyal Saad advised the Board that the owner of the Dragon Inn has begun to fence the property. He reported a structure fire in a barn located at the end of Main Street – the owner is planning on rebuilding. Homeland Security has approved emergency license plates for several Village vehicles. Thanks to Diaz Ambulance for presenting the upcoming CRP classes for Village employees.

Bob Ciarlante presented the DPW report (copy attached). The DPW has completed the service road for the sewer relining project. It was a difficult and challenging job – Bob thanked his entire crew for their efforts. The DPW was very busy with event preparation and clean-up and helping other departments with work.

SFD Chief Dave Mason presented the SFD report (copy attached). The Department responded to 20 alarms in June for a total of 139 firefighter hours. Thanks for all who helped with the 4<sup>th</sup> of July Parade. The UCVFA parade will step off at 100pm on July 26<sup>th</sup>.

Trustee Hackett reported that Ron LeBlanc and William Clapper will be honored by the CA Lynch Hose Company for 50 years of membership at a ceremony to be scheduled.

Lynn Vromann presented the Wastewater Department report (copy attached). In addition to the written report, Mr. Vromann advised the Board that the department is painting the thickener tank and the digester roof. Trustee Hackett added that the Wastewater Department cleaned out lines on Market Street – in the process a handgun was found in the line. The Saugerties Police were called and the gun was turned in to them

Mike Hopf presented the Water Department report (copy attached). Thanks to the DPW for the help in repairing the broken water line at the Village Beach. Mr. Hopf reported that the Hudson Project Music Concert recently held at Winston Farm did not generate much water usage.

George Terpening presented the Building and Grounds report (copy attached). All Parks are open and being maintained as well as watering flower pots and hanging baskets throughout the Village. New playground equipment will soon be installed at the Lions Club Playground. Thanks to the Lions and Kiwanis Clubs for their generous financial support for the new equipment. Trustee Buono asked if the water was tested at the beach and wading pool. Mr. Terpening said the Ulster County Health Department tests the water once a month at the beach. The lifeguard on duty tests the wading pool water 3 times per day.

Alex Wade advised the Board that the Streetscape Project is on schedule so far.

Trustee Buono advised the Board that the Economic Development Committee and Bob Karcy are still working on a new website. There was additional discussion on the Complete Streets Program. Trustee Hackett added he felt the Complete Street program focused on pedestrian and bike safety.

Trustee Martin had nothing to report.

Trustee Hackett advised that the sewer relining project is going well. Partition Street should be ready for blacktopping on Thursday morning.

Trustee Parisian reported the DPW will purchased a new loader for \$125,000.00 on a municipal lease agreement – the Village will lease the loader for 5 years at \$25,000.00 per year – after the 5<sup>th</sup> year, the Village will pay \$1.00 additional and then own the equipment. The \$25,000.00 payment was included in this year's DPW budget. Trustee Parisian thanked the crew for all their work and assistance to all departments.

Trustee Landewe asked the Trustees if they had reviewed the "Coalition of Lower Esopus Watershed Communities Municipal Cooperation Agreement". All of the Trustees have read the document but several had questions. Trustees Hackett and Parisian asked if this agreement was a duplication of efforts already addressed by the LEWP (Lower Esopus Watershed Partnership). Trustee Landewe explained that this new effort differed from the LEWP – the two groups had different goals. He went on to say he felt the Village should have a "seat at this table" to be sure Village concerns were addressed. Mayor Murphy said he did not want to miss an opportunity to aid the residents of Ferry St. and Lighthouse Drive with flooding issues. Much more discussion took place. Motion was made by Trustee Landewe, seconded by Trustee Martin, to table the issue. Trustee Landewe will ask Vernon Benjamin, the Town's representative on this coalition, to address the Village Board at the next meeting to further explain the agreement. Carried unanimously.

Trustee Buono reported that the UC Legislature is still discussing making the Villages whole in taxes.

Mayor Murphy presented Resolution #14/2014 for discussion. He explained this resolution permits the sale of surplus property located at 51 Livingston Street for \$1.00. A recent title report found several outstanding liens on the property – the prospective buyer has agreed to purchase the land with the encumbrances for \$1.00. After more discussion, motion was made by Mayor Murphy, seconded by Trustee Buono, to approve Resolution #14/2014. Carried unanimously.

Trustee Mayer thanked all Village department for their hard work. She went on to say the new crosswalks look beautiful. She also announced that Old Timers Day and the Bed Races are cancelled for this year. Not enough people volunteered to help organize the event.

Mayor Murphy advised that Mike Schatzel Construction will excavate the area for the new playground at the Lions Club Park. The company will also transport bedding material to the site after excavation. This work will all be donated to the Village. Thanks to Mike Schatzel and his crew.

Motion was made by Trustee Hackett, seconded by Trustee Martin, to adjourn. Carried unanimously. The Village Board adjourned at 6:15pm.

Respectfully submitted,

Mary Frank, Village Clerk

Filed July 22, 2014

Village of Saugerties    Department of Public Works    June & July  
Summary Report

Street Cleaning & Maintenance---

Street sweeping has been on going with business district, state hwy & village streets being cleaned periodically especially during the summer events.

Heavy rain events during this period caused some wash outs from some resident areas needing cleanup & sweeping in many areas especially the storm of June 26<sup>th</sup>. Some areas had some wash outs from our street areas & we have modified some curb & driveway aprons to prevent future problems. Some drainage issues occurred with the storms, a cave in on Washington Ave. by Robinson St. some over flowing catch basins & some temporary flooding in some of the traditional areas.

The 4<sup>th</sup> of July Parade was serviced with additional garbage cans & signage, along with the signage for the fireworks & followed up with a cleanup. The Car Show was also was serviced with the same. The Police were also provided with the proper barricades & signage through out these events.

Blacktop patching has been on going maintaining holes that appear from the heavy rains on older pavement areas.

Catch basin has been replaced at the corner of Finger & Williams Street. Another catch basin has been added on Post St. along with 150 ft of pipe tying into an existing system.

The Water Department was assisted with the instulation of a new one inch line tapped into lower Partition St. to the Beach house & the old connection on Hill St. disconnected.

Construction Projects---

Work on the service road for the sewer realignment project has continued through out this period. Tons of materials have been hauled in, most were spoils from our site at North St. & some had to be purchased to construct a stable road way to carry the heavy materials to complete the entire road. Many of the materials were mixed & modified to accommodate the different elevations & situations as they prevailed. Some equipment had to be rented to encounter the same. All work was completed in house with our own DPW forces. Every one in our department had a hand in the completion of this project & I would like to thank the entire staff for their efforts.

Submitted by: Robert Ciarlante  
07/21/14



# SAUGERTIES FIRE DEPARTMENT

43 Partition Street  
Saugerties, New York 12477



R. A. Snyder Hose Co. #1  
Washington H. & L. Co. #1

C. A. Lynch Hose Co. #2  
Exempt Firemen's Ass'n.

Report June 2014

Village Board Members,

During the month of June, we responded to 20 alarms. They were;

- 6 Tree / Wires Down Calls
- 4 Motor Vehicle Accidents
- 3 Automatic Alarms
- 1 Mutual Aid Automatic Alarm for Centerville – Cedar Grove FD
- 1 Mutual Aid Stand By for Ulster Hose Co. No. 5
- 1 Mutual Aid Multiple Vehicle Fires – Malden-West Camp
- 1 Gas Odor Call
- 1 Smoke Detector Activation
- 1 EMS Assist
- 1 Cellar Pump

All calls totaled 139 man hours.

I would like to thank all of the organizations that toughed out the rain with us to make a successful July 4<sup>th</sup> parade. Unfortunately mother nature did not want to cooperate but, due to the 'Rain or Shine' policy set by the committee and not wanting to interrupt the events following the parade, we decided to go on as planned.

UCVFA Annual Meeting and dinner will be held this Friday at 8pm at the Knights of Columbus. Village Board members and any other village employees wishing to attend are welcome and are asked to be at the Knights by 730 to 745 pm. The regular business of the Assn. will be suspended and a short awards/recognition ceremony will be held.

UCVFA Convention Parade will step off from Washington Ave. at 1pm this Sat. July 26th. It will travel the same route as the July 4<sup>th</sup> parade and will conclude at the Large Pavilion at Cantines Field. Food and drink will be available and trophies will be handed out at approx. 5pm. All setup activities for the parade will be conducted on Saturday morning as to minimize the inconvenience to residences and businesses. The line up area will be approximately from Finger St. to the Kiwanis Ice Arena on Washington Ave (ext) and traffic will be one way southbound during lineup.

On July 12, the SFD conducted another Fire Prevention Day at the Saugerties Library. Approx 50 to 100 Adults and Children were taught about fire prevention and safety and were welcomed to look around the apparatus and see the tools of the trade.

Mike Hopf     Water Superintendent Report   June 2014

Total amount of water treated for the month of June was 26,277,000 gallons or 875,900 gallons per day.

The plant was taken off line on two occasions for high raw water turbidity during the month of June.

We received 51 requests for utility line locating from Dig safely NY.

We completed 10 work orders in the distribution system.

Thank you to Jeremy Dragula and Saugerties Central Schools for helping us with our dehumidifier at the plant.

We worked with DPW to repair a leaking water service at the Village Beach. The excavation was suspended and plans were made to install a new service from South Partition Street. A water line was laid on top of the ground to provide temporary water service until the permanent line could be installed.

The department superintendents met with the DOT to discuss the intersection at Partition and Main Streets. Input was given and data was shared for the new traffic signals.

A drive struck and severed a fire hydrant on the top of West Bridge Street. A claim was put into his insurance company and approved. Merritt Construction will be replacing the hydrant.

Lead and Copper samples are being taken tomorrow morning. This is a first draw sample and therefore requires 10 homeowners to take the sample after six hours of non-water use. Thank you for volunteering and your cooperation.

June/July 2014

## BUILDING/PARKS/GROUNDS

Very busy this time of year. Mowing and weed wacking all of our parks at least one a week and sometimes twice. Sometimes in nice sunny weather and sometimes dodging rain drops or just getting a wet a....

## LIONS CLUB PLAYGROUND

This has been a very busy place Monday through Friday from 10-6 25-35 kids per nice day. Within the next couple of weeks we will be installing some new playground equipment and we will be landscaping other areas of this playground.

## TINA CHORVAS WATERFRONT PARK

Last weekend we hosted another concert down here and in August Patrick Waddens Arm-of-the-Sea-Theater will be doing their annual summer show. We have started to replace some aging benches and picnic tables as well as rake up the gravel pathways that were eroded during a couple of those severe thunder storms we experienced.

## VILLAGE BEACH

Another BUSY PLACE!! With the onset of summer heat everyone seems to end up down to the Beach. Even when the water is not as clear as it can be the kids are still in the creek. We did get visited by the County Health Dept just after we made the major repair to our water service lines and they have also tested the water. Thanks go out to Mike Hopf and to Bob Ciarlante and their crews for getting right on this problem that developed. Also Thank You to Mike Marino and his Wastewater Crew for clearing out their lines of debris. We should be OK now until end of August when the Lifeguards return to school. Beach Hours for swimming are 10:00 AM – 6:00 PM every day of the week.

Special Thanks go out to our Fire Dept., The Kiwanis Club and to Robert and Larry Siracusano for the July 4,5,6<sup>th</sup> weekend of Festivities. Great Parade in not so great weather – Great Fireworks and Real Nice Car Show. My kids worked their tails off getting all of the sidewalks degrassed and weeded. Put red and black mulch in the tree areas and swept the sidewalks clean for the Big Weekend. Now if all of the Local Businesses would take pride in the appearance of their stores starting out at the curb it would make a positive impression to all of our local shoppers and tourists. I can not understand why local business owners fail to keep up the clean look in front of their stores. We have done more than our share for your stores. We water and clip the hanging baskets every day and also take care of the Society of Little Gardens corner Flower Boxes every day.

#### SEAMON PARK

We have received the new fencing and are now in the process of painting them and hope to be installing them some time next week. We are also mulching and refurbishing the flower beds at the park. All of us are very busy this summer trying to get Saugerties looking great and inviting for Shoppers, Tourists and Locals also.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "George J. C. [unclear]". The signature is written in black ink and is positioned below the typed name "Respectfully Submitted,".



# *Superintendent's Monthly Report*

## *Wastewater Department*

June 2014

*Plant:*

### *Routine Duties:*

*Routine duties consist of any and all methods of operation and maintenance to obtain a wastewater treatment plant that discharges a high quality product (water). Our "State Pollutant Discharge Elimination System" (SPDES) permit issued by the Department of Environmental Conservation sets the criteria for the high quality discharge.*

*This consists of such procedures as laboratory testing and monitoring of influent and effluent waters.*

*Maintenance and preventative maintenance of all mechanical equipment are also top priority in maintaining good operation of the plant.*

### *Non- Routine:*

*Belt press ran several times this month. We are operating the belt press more in the past months due to the problem with the RBC.*

*Landscaping done at plant. Cut down some trees that were becoming a problem.*

*Repaired the haulers discharge hose.*

*RBC area was cleaned. Used high pressure system.*

*Designed and replaced the clean out plate on the haulers pump.*

*One employee out on medical leave for most of the month. We received a large amount of "mark-outs" this month. Steve was assisted by employees from the plant.*

*Purchased a test kit to do Nitrate testing. This is to stay ahead of the ammonia cycle in the RBC system.*

*Pumped down and cleaned the East Settling tank. Recovered a hose connection that was dropped in the tank.*

*Weighting of the RBC shafts have been increased due to the lack of one unit.*

*Employees had a meeting at the Village Hall regarding the new medical program.*

*Several light ballasts were replaced in the belt press room.*

*Some minor repairs done to the belt press.*

*Power washed the primary and secondary digesters.*

*June 25, 2014 we received over 4 inches of rain in less than 4 hours. There was so much water that we experienced a mud slide in the back of our main building which entered the building and left 1 inch of mud over the entire floor and also 28 inches of mud and water in the basement. This covered several electric motors as well as the boiler and hot water system. Also covered the main service electrical breaker (600 amps). We were called out at 8pm and entire crew worked all night to keep the plant in service. The emergency generator stopped running at 1am, called in Protective Power in to get the generator back in service.*

*Richer's Electric called in June 26<sup>th</sup> to restore service to the plant. We had to have Central Hudson shut of the service to the plant so that the 600 amp breaker could be cleaned, dried and possibly be put back in service. At about 3pm all service was restored to the plant.*

*Clean up from the rains took a week to clean up and we are still locating areas of concern.*

*Cleaned out the north grit tank. The system was out of service due to the large amount of grit that came down the collection system piping.*

## *Collection System:*

### *Routine Duties:*

*Routine duties consist of maintaining safe operation of our six pumping stations. Also includes maintenance and operation of pumps and mechanical equipment. Collection crew will also assist with plant operations as well as assist other departments when manpower is needed.*

*The village also maintains many miles of sewer transmission lines and manholes. Preventative maintenance, hydro-jetting, line locating and camera inspections are critical to the continuous operation of our collection system.*

### *Non- Routine Duties:*

*Collection crew manpower is limited this month due to a medical problem with one of the personnel in that department. Plant personnel are covering the department if needed.*

*Many mark-outs done this month. Most for Central Hudson who is replacing some gas lines.*

*Complaints of noisy manhole cover at Main and W. Bridge Street. Did a temporary repair to quiet the cover. Frame broken due to snow plowing.*

*Assisted the plant personnel with several tank cleanings at the plant.*

*Cleaned out some catch basins for the highway department.*

### *Hydro-Jetting*

*Hydro-Jetting and vacuuming of sewer lines and storm lines in the Village and Town are a very important part of our preventative and general maintenance program. The Public Works Department also requests the use of this equipment for maintaining catch basins. This piece of equipment is a valuable tool in maintaining our underground infrastructure. A log is maintained for the use of the equipment.*

*The Hydro-Jet was used 23 times this month.*

*Department Operations:*

<i>Grit Removal:</i>	<i>142 cubic ft.</i>
<i>Screening Removed:</i>	<i>182 cubic ft.</i>
<i>Belt Press Operation:</i>	<i>48 cubic yds..</i>
<i>Natural Gas used:</i>	<i>27700 cubic ft.</i>
<i>Septic received:</i>	<i>72,700 gallons</i>
<i>Septic money received:</i>	<i>\$ 8360.50</i>
<i>Overtime: Plant</i>	<i>\$ 388.17</i>
<i>Overtime: Collection System:</i>	<i>\$ 178.61</i>

*Respectfully Submitted,*



*Alphonse M. Marino*  
*Superintendent*  
*Wastewater Department*

## Coalition of Lower Esopus Watershed Communities Municipal Cooperation Agreement

This **Municipal Cooperation Agreement** (“Agreement”) is entered into as of \_\_\_\_\_ [date] \_\_\_\_\_ by and among the authorized representatives (“Members” or “Watershed Communities”) to represent the Communities of the Lower Esopus Watershed affected by discharges by the New York City Department of Environmental Protection from the Ashokan Reservoir in Ulster County, New York. “Lower Esopus Creek Watershed” is identified as the portion of the Esopus Creek watershed downstream of the Ashokan Reservoir Dam.

WHEREAS, the Members are municipalities located wholly or partially within the Lower Esopus Creek Watershed (“Lower Esopus”) who have agreed to join together in this Coalition of Lower Esopus Watershed Communities (“Coalition”); and

WHEREAS, the Members are affected by the New York City watershed rules and regulations, the rules and regulations for the Operation and Maintenance of the Ashokan Reservoir, the New York City Filtration Avoidance Determination (FAD) and the resulting discharges of waters from the Ashokan Reservoir into the Lower Esopus Creek via the Release Channel; and

WHEREAS, the Coalition is organized under this Agreement for the purposes of representing an effective collective voice for the Watershed Communities in ending the turbid discharges of water from the Ashokan Reservoir while continuing the discharges of clean waters that benefit the Watershed Communities, collectively known herein as the Lower Esopus Watershed Protection Program (“Program”); and

WHEREAS, an additional purpose of the Watershed Communities is flood mitigation; and

WHEREAS, matters deemed especially relevant to the achievement of the Program goals include the public safety and protection of the Lower Esopus communities and their residents and the reduction of the Ashokan Reservoir storage limits of water to eighty (80) percent of capacity or less, the achievement of which is deemed essential to the achievement of these goals; and

WHEREAS, the Members have agreed to cooperate in the development and implementation of the Program to maintain and enhance the quality of the Lower Esopus Creek and its residential and business communities, its agriculture, natural habits, and recreational and scenic assets without compromising the quality and delivery of the New York City drinking water supply; and

WHEREAS, the Members recognize that development and implementation of the Program will include the reviews of and responses to actions taken by and recommendations of the New York City Department of Environmental Protection (NYCDEP), the New York State Department of Environmental Conservation (NYDEC), the New York State Department of Health (NYSDOH), the United States Environmental Protection Agency (USEPA), the United States Army Corps of Engineers (USACE), and such other agencies and organizations public and private (collectively called "Outside Agencies") that directly or indirectly affect or seek to affect the quality of the New York City drinking water supply system and the release or contemplated release of turbid and beneficial waters from the Ashokan Reservoir; and

WHEREAS, the participation of the Watershed Communities in these matters is necessary to protect their collective interests and those of their constituents; and

WHEREAS, each Member municipality shall continue to have the independent power and authority to provide, perform or exercise separately any or all of the powers and functions set forth in this Agreement and to take any such additional actions concerning the Lower Esopus Watershed as may be deemed by such municipalities to represent the best interests of their communities and constituents; and

WHEREAS, the Members, desiring to reduce their transactional costs and to ensure compliance with the Program and its purposes and goals and to speak with one voice on Lower Esopus Watershed issues, do hereby enter into this Agreement to maintain an organization to effectuate these goals—

THEREFORE BE IT RESOLVED:

1. **Organization.** The Members agree to join a cooperative organization known as the Coalition of Lower Esopus Watershed Communities;
2. **Authority.** The Coalition is organized pursuant to New York General Municipal Law Article 5-G and upon the approval and authority of each participating municipality;
3. **Participation.** The Coalition shall be open to any Town and other incorporated municipalities, within the Lower Esopus Creek Watershed;
4. **Membership Contribution.** Upon becoming a Member of the Coalition, each participating community shall execute a copy of this Agreement and agree to pay an initial fee of \$500;
5. **Voting.** A quorum shall be a majority of the Coalition membership and any actions taken approved by a majority vote at least unless otherwise designated herein. Voting Members of the Coalition shall be the Town Supervisors and

Mayors or their designated representatives if unable to attend personally upon a vote.

A. Each Member shall have one vote in the proceedings and dispositions of the Coalition, except that on matters related to or concerning only and exclusively one of the participating Members of the Coalition, that Member shall have the weight of two votes in such matters only;

B. Voting by proxy shall be prohibited in all proceedings of the Coalition;

C. Voting by telephone, email, conference call or other electronic means shall be acceptable unless specifically prohibited by the Coalition.

6. **Officers.** Election of Officers of the Coalition shall take place every two years on or about March 1 of that year, and their terms commence upon election. In the event of a resignation or termination of membership the Coalition shall elect a replacement officer to fill the remainder of that term.

A. The Officers of the Coalition shall be a Chair, Vice-Chair, Treasurer, Secretary, and Roving member. The Officers acting together shall constitute the Executive Committee.

B. The Chair, or in his or her absence the Vice-Chair, shall preside over all meetings of the Coalition and shall serve as the administrative instrument for the Coalition.

C. The Treasurer shall serve as the fiscal officer of the Coalition and shall:

a. retain custody of funds collected by the Coalition ("the fund") and, upon authorization by the Executive Committee, shall make payments on audit of the auditing official or body of the municipality in which he or she serves on matters related to Coalition activities; and shall

b. provide a monthly accounting of the fund to the Executive Committee and, at least annually and when so otherwise requested, to the Coalition as a whole; and shall

c. be responsible for making required annual financial reports in accordance with New York General Municipal Law Article 3; and shall

d. not be liable to any of the Members because of any payment made from the fund in accordance with the terms of this paragraph or for

the commission or omission of any act, either performed or not performed in connection with the administration of the fund, other than for loss or liability for gross or willful negligence.

- D. The Secretary shall maintain minutes or records of all meetings of the Coalition and shall maintain or oversee minutes or records of Coalition committees, study groups, or other instruments of its work; the Secretary shall prepare an annual report of the Executive Committee's activities;
- E. The Roving member shall serve as a tie-breaker only in Executive Committee votes and in such other capacities as the Chair shall designate.

## 7. Executive Committee.

### A. Powers and authority.

- a. Adopt such by-laws or rules necessary for its operation including but not limited to the manner and timing of the election of officers and the creation of appropriate committees;
- b. On the advice and consent of the Coalition, employ such personnel as it deems necessary to achieve the goals of the Coalition;
- c. Retain professional assistance, including but not limited to attorneys, engineers, planners and consultants, to the extent deemed necessary and appropriate to effectuate the purposes of the Coalition and its actions;
- d. Develop legal and negotiating strategies for the Coalition and, when authorized by the Coalition, carry out such strategies;
- e. Coordinate the activities of the Members in compiling the information needed to effectively carry out the Program and to address and, upon the advice and consent of the Coalition, act upon any and all issues and matters concerning the Lower Esopus Watershed as may affect the Coalition and its activities;
- f. Solicit and accept contributions, gifts, grants, and other emoluments and bequests from individuals, governments, independent agencies and organizations interested in



furthering the Program and the goals and purposes of the Coalition (“Contributors”), provided however that Contributors may not have a vote on any matters related to the Coalition, the Program, or its activities;

- g. Keep the Members informed of the Coalition’s activities, both actual and contemplated or planned, and any of its interfaces, meetings or communications with NYCDEP, NYSDEC and other Outside Agencies, in such forms or manners deemed appropriate and necessary;
- h. Coordinate the activities of the Coalition requiring the vote of the Members;
- i. Represent or cause the Coalition to be represented at public meetings, hearings, events or activities regarding issues relevant to the Coalition and its Program;
- j. On the advice and recommendation of the Coalition, appoint and manage the activities of such committees as may be deemed necessary to effectuate the work of the Coalition and the success of the Program.

**B. Attendance.**

- a. Each member of the Executive Committee may appoint an alternate to serve in that member’s capacity if the member is unable to attend or participate in an Executive Committee meeting or carry out duties or responsibilities attendant upon the member’s role as an Executive Committee member;
- b. If a member of the Executive Committee is not present or represented by the duly designated alternate at three consecutive Executive Committee meetings, the Executive Committee may by majority vote declare the seat vacant and seat an alternate in that place. The Coalition shall not unreasonably withhold its endorsement of such actions by the Executive Committee.

8. **Gathering information.** The Members of the Coalition will work together to compile an independent data base of the actions and materials related to the Program and the Coalition’s activities, and to establish and serve as a clearinghouse for information on Lower Esopus Watershed matters related to the Program’s purposes and needs and such other matters as may be deemed important to such purposes and needs. Members shall work to assist each other in the compilation and utilization of such information and materials.

9. **Administrative assistance.** The Coalition shall establish and manage whatever form it determines best and practicable to assist its Members in administrative compliance with the Coalition's needs and activities, and may intervene in whatever form it and the Member deems appropriate before any administrative agency or in any proceeding or activity pertaining to matters that affect the Lower Esopus Watershed and the Coalition Program.
10. **Other activities.** The Coalition shall engage in such other activities as the Executive Committee may recommend or deem appropriate or necessary to further the Purpose and the Coalition's goals within its authority under this Agreement and the General Municipal Law.
11. **Additional contributions.** Further contributions by Members shall be established by an assessment to be determined by the Executive Committee on the recommendation of the fiscal officer, subject to the approval of the Members. Said assessment shall be made upon the incurring of additional expenses by the Coalition which are above the accumulative amount of the initial payment. Any monies remaining upon conclusion of the Coalition's activities or termination of this Agreement, whichever comes first, will be returned to the participating Members in proportion to their contributions.
12. **Legal rights of Members.** No legal action taken by the Coalition shall be legally binding upon, or limit in any way the legal rights of the individual Members.
13. **Disputes.** Disputes or disagreements between Members of the Coalition or among Members and the Coalition shall be resolved by majority vote of the Executive Committee acting in the capacity of a Dispute Resolution committee.
14. **Amendments.** This Cooperative Agreement may be amended from time to time only upon a writing signed by a majority-plus-one of each of the existing Members, provided that the amendment must have been read at two consecutive Coalition meetings before becoming effective.
15. **Termination of Membership in the Coalition.** A Member of the Coalition may withdraw from the Coalition upon thirty (30) days written notice to the Executive Committee. The Member shall be responsible for its apportioned share of all expenses incurred by the Executive Committee as of the date of withdrawal. The remaining Members of the Coalition shall remain responsible in equal proportion to their Coalition voting power for the withdrawn Member's share of fees and costs incurred after the effective date of the withdrawal. Likewise, the Executive Committee, by a majority vote, may terminate a Member's membership in the Coalition, for good cause shown, upon the same terms as noted above. The retiring Member will be entitled to a

rebate of any fees contributed that remain of the effective date of the termination.

**16. Termination of Agreement by the Executive Committee.** This Agreement may be terminated and the Coalition disbanded by a majority vote of the Coalition or, in the event of a lack of a quorum in three successive meetings of the Coalition, by a majority vote of the Executive Committee.

**17. Applicable Law.** The law of the State of New York shall govern the validity, interpretation, construction and performance of this Agreement.

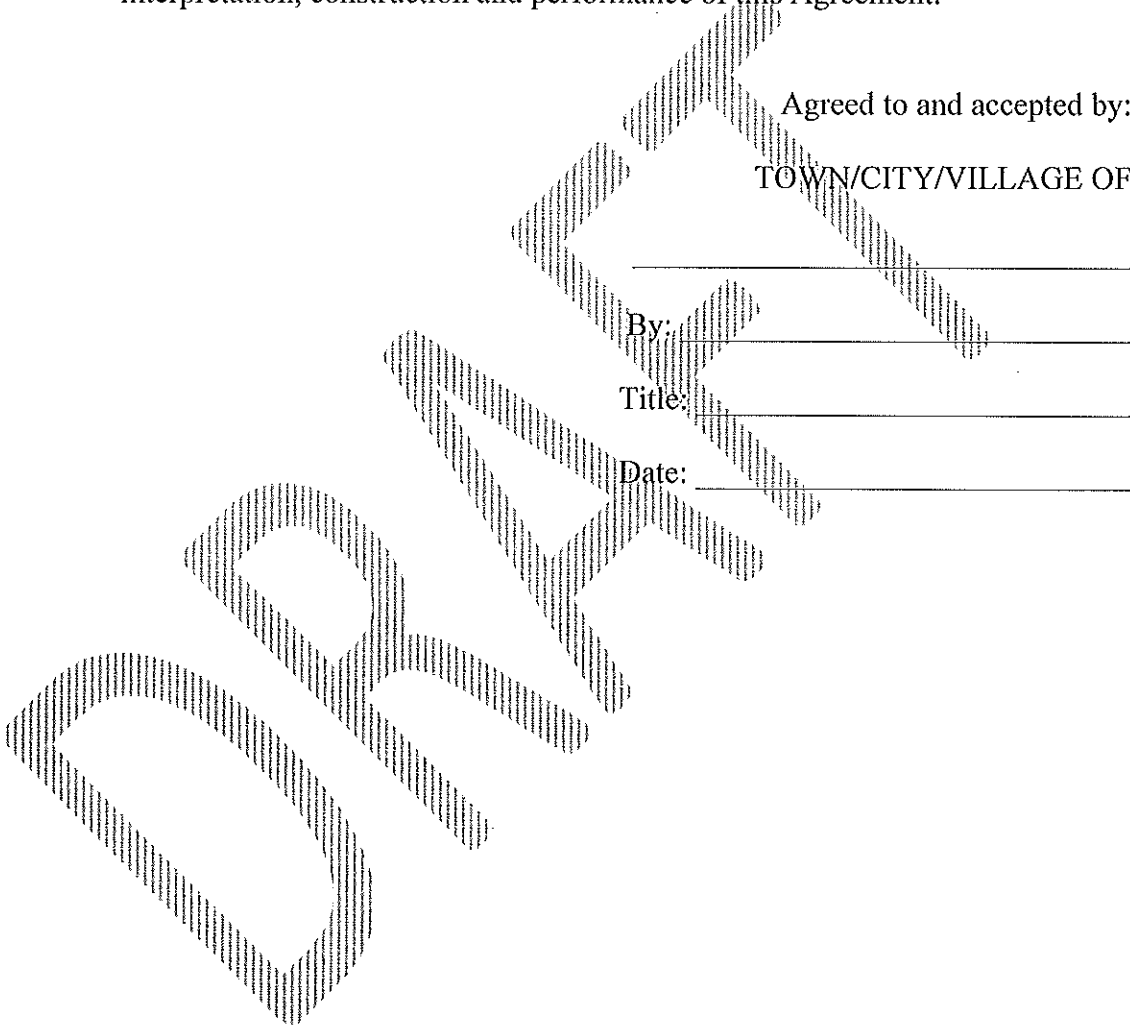
Agreed to and accepted by:

TOWN/CITY/VILLAGE OF

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



RESOLUTION # 14/2014

Whereas, The Trustees of the Village of Saugerties (the Village) has declared 51 Livingston Street (the property) to be surplus property; and

Whereas the Village had the property listed with Grist Mill Real Estate for several years; and

Whereas, the agent took an offer from Lisa Brown to purchase the property; and

Whereas, the title report found that the property had two large mortgage liens on the property thus making the property worthless as the Village cannot pass clean title to the potential purchaser; and

Whereas, the Village explored clearing the title and the cost to do so would be more that the property is worth; and

Whereas, the purchaser has stated they will take the land with the encumbrances and liens for One Dollar (\$1.00); and

Whereas, the Village has not received any other offers; and

Whereas, the property is not on the tax roll and has cost the Village money to maintain the property; and

Whereas, the sale of the property will create a taxable lot in the Village; and

Therefore it is resolved:

The Village Board accepts the offer to transfer the property for One Dollar with the liens attached to the property and authorizes the Mayor to sign the deed and any other document relating to transferring the land to the purchaser.

Presented by: MAYOR MURPHY

Seconded by: TRUSTEE BUONO

Trustee Landewe	<u>YES</u>	Trustee Mayer	<u>YES</u>
Trustee Hackett	<u>YES</u>	Trustee Martin	<u>YES</u>
Trustee Buono	<u>YES</u>	Trustee Parisian	<u>YES</u>
Mayor Murphy	<u>YES</u>		

July 21, 2014