

**TOWN BOARD  
JOINT TOWN BOARD/VILLAGE BOARD  
PUBLIC HEARING COMPREHENSIVE PLAN  
SEPTEMBER 4, 2019**

**Town Board Members:**

Supervisor George Kaye  
Councilman Ralph Fedele  
Councilman John Merwin-Absent  
Councilman Chris Kennan  
Councilman John Midwood

**Village Trustees:**

Mayor Debbie Middlebrook  
Trustee Matthew Herzog  
Trustee Joshua Schultz  
Trustee Jenn Nadjek  
Trustee Alicia Satori

**Call to Order:**

Supervisor Kaye called the meeting to order at 7PM at the North East Millerton Library Annex with the Pledge of Allegiance. Supervisor Kaye stated that the purpose of this Special Joint meeting is to conduct a public hearing on the Comprehensive Plan. Supervisor Kaye thanked the Comprehensive Plan Committee for going above and beyond what was expected to complete this plan.

**Open Public Hearing:**

On a motion made by Trustee Herzog, seconded by Councilman Kennan, the following was:

ADOPTED- AYES – 9 (Kaye, Fedele, Kennan, Midwood, Middlebrook, Herzog, Nadjek, Satori, and Schultz)  
NAYS- 0

RESOLVED, to open the public hearing on the Comprehensive Plan

**Public Comment:**

Pat Nelligan, Amenia resident stated that after going through the process in Amenia. He said that we have done a fabulous job in getting the Village to blend with the Town.

**Close of Public Hearing:**

On a motion made by Trustee Herzog, seconded by Councilman Kennan, the following was:

ADOPTED- AYES – 9(Kaye, Fedele, Kennan, Midwood, Middlebrook, Herzog, Nadjek, Satori, and Schultz)  
NAYS- 0

RESOLVED, to close the public hearing at 7:15PM

Supervisor Kaye stated that the next steps in the process of adopting the Comprehensive Plan would be to refer the plan to Dutchess County Department of Planning for their review and the Environmental review of the project.

**Intermunicipal Agreement relating to the Financing of Grant Application by the Village of Millerton to the New York State Intermunicipal Water Infrastructure Grants Program**

The Intermunicipal agreement was read into the record by Town Clerk Lisa Cope and Village Trustee Herzog.

On a motion made by Trustee Herzog, seconded by Councilman Midwood the following was:

ADOPTED- AYES – 4 (Kaye, Fedele, Kennan, Midwood,)  
NAYS- 0

RESOLVED, to authorize the Supervisor to sign the Intermunicipal Agreement with the Village of Millerton

**INTERMUNICIPAL AGREEMENT RELATING TO THE FINANCING OF GRANT APPLICATION BY THE VILLAGE OF MILLERTON TO THE NEW YORK STATE INTERMUNICIPAL WATER INFRASTRUCTURE GRANTS PROGRAM**

**THIS AGREEMENT** made and entered into this day of September 4<sup>th</sup>, 2019, by and between the **TOWN OF NORTH EAST**, a municipal corporation, with offices located at 19 North Maple Avenue, Millerton, New York 12546, on behalf of the Town of North East Water District #1 (hereinafter the “District”), and the **VILLAGE OF MILLERTON**, a municipal corporation, with offices located at 21 Dutchess Avenue, Millerton, New York 12546 (hereinafter the “Village”).

**WHEREAS**, the Village owns, operates and administers a municipal water system which serves all the properties in the Village and some of the properties located in the Town of North East (“Town”); and

**WHEREAS**, the Town has established a water district known as the Town of North East Water District #1 (“the District”); and

**WHEREAS**, the Village supplies water to the residents of the Town located within the District pursuant to a written agreement entered into between the Village and the Town, dated December 28, 1995 (“Water Supply Agreement”); and

**WHEREAS**, the Village currently owns the infrastructure used to supply water to the residents of the Village and the Town located within the District, including but not limited to the water tower and supply tank, the water mains and pipes, the fire hydrants and the water meters; and

**WHEREAS**, the Town, on behalf of the District, has designated the Village as its agent for purposes of fulfilling all the Village’s responsibilities under the Water Supply Agreement, including the right to enter onto the property of users in the Town for such purposes in the Water Supply Agreement; and

**WHEREAS**, the Village, as the owner, operator and administrator of the Village Water system intends to apply for funding from the New York State Department of Health to finance the cost of improvements to the infrastructure of the Village water system, namely the painting of the interior of the water tank on top of the water tower which stores water for the system, the replacement of fire hydrants within the Village and in the portion of the Town located within the District, and the replacement of water meters for the residents of the Village and those residents of the Town located within the District; and

**WHEREAS**, the Village, as owner, operator and administrator of the Village water system shall be primary party responsible for making application for financing the cost of the above stated improvements to the New York State Department of Health through either the New York State Water Infrastructure Improvement Act (“WIIA”) or the Intermunicipal Water Infrastructure Grants Program (“IMG”) and will be responsible for issuing any bonds or other obligations which may be necessary as part of any such financing; and

**WHEREAS**, the portion of the cost of such improvements to the infrastructure of the Village water system, not paid for directly by, or reimbursed through grant funding from, the New York State Department of Health through either the WIIA or the IMG, will ultimately be paid by the residents within the Village and those residents of the Town located within the District who use the Village water system in the form of increased rates charged for the usage of water over a period of time; and

**WHEREAS**, neither the Town nor the District shall be directly responsible for the cost of such improvements to the infrastructure of the Village Water System; and

**WHEREAS**, the Board members of the Town on behalf of the District and the Board of Trustees of the Village deem it in the best interest of the residents of the respective municipalities to enter into this Agreement with respect to the financing of the cost of the improvements to the infrastructure of the Village water system; and

**WHEREAS**, pursuant to Article 5-G of the General Municipal Law, the Town and the Village are authorized to enter into a Municipal Cooperation Agreement with respect to the financing of the costs of the improvements to the infrastructure of the Village water system and the application for grant and loan financing through the New York State Department of Health.

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

- 1. Owner, Operator and Administrator of the System.** The Town and the Village both acknowledge the Village is the Owner, Operator and Administrator of the Village water system which supplies water to all residents in the Village and those residents of the Town located within the District.
- 2. Application to New York State Department of Health for Financing.** The respective Boards of the Town and the Village hereby authorize the joint application to the New York State Department of Health for financing through WIIA and/or IMG for financing the costs of improvements to the infrastructure

for the Village water system. Both the Town and the Village agree the Village will be the primary party submitting the application to the New York State Department of Health.

- 3. Cost of Infrastructure Improvements.** The Village shall have the initial responsibility for paying all costs of the improvements to the infrastructure of the Village water system. The Village shall also be solely responsible for issuing any bonds or other obligations necessary as part of such financing from the New York State Department of Health. Those costs not paid for directly, or reimbursed, through grants from WIIA or IMG, shall be passed on by the Village to the residents of the Village and those residents in the portion of the Town located within the District who use the system in the form of higher rates for the usage of water over time.
- 4. Town Not Responsible for Costs.** The Town shall not be responsible for the payment of any portion of the cost of the improvements to the infrastructure of the Village water system.
- 5. Authority for Execution on Behalf of the Village.** The Mayor of the Village has executed this Agreement pursuant to a Resolution adopted by the Board of Trustees of the Village of Millerton, at a meeting thereof held on August 19, 2019. Mayor Debra Middlebrook, whose signature appears hereafter, is fully authorized and empowered to execute this Agreement and enter into such an Agreement on behalf of the Village of Millerton. A copy of this Agreement shall be permanently filed, after execution thereof, in the office of the Village Clerk.
- 6. Authority for Execution on Behalf of the Town.** The Town Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of North East, at a meeting thereof held on September 4<sup>th</sup>, 2019. George Kaye, Town Supervisor, whose signature appears hereafter, is fully authorized and empowered to execute this Agreement and enter into such an Agreement on behalf of the Town. A copy of this Agreement shall be permanently filed, after execution thereof, in the office of the Town Clerk.

7. **Notices.** Any and all notices, if any, required hereunder shall be addressed to the parties at the following respective addresses, or to such other addresses as may hereafter be designated in writing by either party hereto:

**To the Village:** 21 Dutchess Avenue, Millerton, NY 12546

**To the Town** 19 North Maple Avenue, Millerton, NY 12346

8. **Assignment, etc.** In accordance with the provisions of §109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement to any other person or corporation without the previous consent in writing of the other party.

9. **Binding Effect.** The covenants, terms and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, and legal representatives.

10. **Modification.** No modification of any provision shall be valid unless in writing and signed by both parties.

**TOWN OF NORTH EAST**

**DATED:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**GEORGE KAYE, Supervisor**

**VILLAGE OF MILLERTON**

**DATED:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**DEBRA MIDDLEBROOK, Mayor**

**The resolution to authorize the Supervisor to sign the IMA was read in to the record and voted on as follows:**

**TOWN BOARD OF THE TOWN OF NORTH EAST**

**RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE INTERMUNICIPAL AGREEMENT RELATING TO THE GRANT APPLICATION BY THE VILLAGE OF MILLERTON TO THE NEW YORK STATE INTERMUNICIPAL WATER INFRASTRUCTURE GRANTS PROGRAM**

**WHEREAS,** the Village of Millerton intends to submit an application for financing to the New York State Department of Health for planned improvements to the infrastructure of the Village water system; and

**WHEREAS,** a requirement of said application is that there be a valid Intermunicipal Agreement between the Village of Millerton and the Town of North East specifically dealing with the application for funding and addressing the issues of who owns, operates and administers the water system and who will initially be responsible for payment of the costs of improvements

and the issuance of any obligations and how the portion of the costs not funded by the State will be paid; and

**WHEREAS**, the Attorney to the Village has prepared a proposed Intermunicipal Agreement in accordance with those requirements; and

**WHEREAS**, the Attorney to the Town has reviewed, and recommended, approval of said Intermunicipal Agreement.

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Town Board hereby authorizes the Town Supervisor to execute an Intermunicipal Agreement relating to the grant application by the Village of Millerton to the New York State Intermunicipal Water Infrastructure Grants Program.

This motion was offered by Town Board member Chris Kennan and was seconded by Town Board member Ralph Fedele.

MOTION: Chris Kennan

SECOND: Ralph Fedele

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|--------------------|--------------|
| SUPERVISOR KAYE    | Voted AYE    |
| COUNCILMAN FEDELE  | Voted AYE    |
| COUNCILMAN KENNAN  | Voted AYE    |
| COUNCILMAN MERWIN  | Voted ABSENT |
| COUNCILMAN MIDWOOD | Voted AYE    |

The Resolution was carried by a 4-0 vote of the Town Board members on September 4, 2019.

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Lisa Cope,  
Town Clerk, Town of North East

**Adjournment:**

On a motion made by Trustee Nadjek, seconded by Trustee Schultz, the following was:

ADOPTED- AYES – 9 (Kaye, Fedele, Kennan, Midwood, Middlebrook, Herzog, Nadjek, Satori, and Schultz)

NAYS- 0

RESOLVED, to adjourn the meeting at 7:18PM

Respectfully submitted,

Lisa Cope  
Town Clerk

**Approved: September 12, 2019**