

**TOWN OF NORTH EAST**  
Special Town Board Meeting  
Town Hall, 19 N Maple Ave  
Millerton, NY  
Friday March 21, 2025, 4pm

**Call to Order, Pledge of Allegiance**

Attorney Replansky confirmed with the Supervisor and Board that a meeting in absence of the Town Clerk is permitted, because a previous understanding of the Open Meeting Laws has been superseded by more recent opinions by State Controller and court decisions.

Motion to appoint Edie Greenwood to take minutes of today's meeting was made by Councilman Fedele and seconded by Councilwoman Morrison. Votes taken.

All in Favor- AYE- 5 (Kennan, Morrison, Fedele, Winkler, Mayville)

NAY- 0

**Roll Call**

SUPERVISOR KENNAN	HERE
DEPUTY SUPERVISOR MORRISON	HERE
COUNCILMAN MAYVILLE	HERE
COUNCILWOMAN WINKLER	HERE
COUNCILMAN FEDELE	HERE

**Acceptance of Agenda**

Motion to accept the Agenda made by Councilwoman Morrison and seconded by Councilman Mayville. Votes Taken.

AYE- 5 (Kennan, Morrison, Fedele, Winkler, Mayville)

NAY- 0

**Consideration of Memorandum of Understanding (MOU) with Village of Millerton** for use of former Town Highway Garage on South Center Street during a period of emergency. Discussed at our last Board meeting. Needed refinement and revision. Copies have been sent to the Board.

**RESOLUTION #232025**

**AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE  
A MEMORANDUM OF UNDERSTANDING FOR THE USE OF THE TOWN  
OF NORTH EAST OLD HIGHWAY GARAGE DURING THE PERIOD OF  
EMERGENCY BY THE VILLAGE OF MILLERTON**

**WHEREAS**, the Village of Millerton's highway garage was recently destroyed by fire and the Village has requested that during its period of emergency, the Town allow the Village to use its Old Highway Garage pursuant to a Memorandum of Understanding; and

**WHEREAS**, the Attorney to the Town has prepared a Memorandum of Understanding for the use of the Old Highway Garage by the Village which has been reviewed by the Town Board and found to be acceptable in terms of form of content; and

**WHEREAS**, the Town Board determines that the Memorandum of Understanding and the use of the Town's Old Highway Garage pursuant to this Municipal Cooperation Agreement is in the best interests of the citizens of the Town and the Village; and

**WHEREAS**, the Town Board has determined that this is a Type II action under SEQRA.

**NOW, THEREFORE**, be it

**RESOLVED**, that the Town Board hereby authorizes the Supervisor of the Town to execute a Memorandum of Understanding for the use of the Town's Old Highway Garage by the Village during its period of emergency in the form, or substantially the form, annexed hereto.

This motion was offered by Town Board member and Supervisor Chris Kennan and was seconded by Town Board member Meg Winkler.

MOTION: Supervisor Kennan

SECOND: Councilwoman Winkler

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SUPERVISOR KENNAN	Voted Aye
COUNCILMAN FEDELE	Voted Aye
COUNCILMAN MAYVILLE	Voted Aye
COUNCILWOMAN MORRISON	Voted Aye
COUNCILWOMAN WINKLER	Voted Aye

The Resolution was carried by a 5-0 vote of the Town Board members on March 21, 2025.

Signed and given to the Mayor of Millerton

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING FOR THE USE OF  
THE TOWN OF NORTH EAST'S OLD HIGHWAY GARAGE  
DURING A PERIOD OF EMERGENCY**

**THIS AGREEMENT** made and entered into this 21st day of March, 2025, by and between the **TOWN OF NORTH EAST**, a municipal corporation, with offices located at 19 North Maple Avenue, Millerton, New York 12546 (hereinafter the "Town"), and the **VILLAGE OF MILLERTON**, a municipal corporation, with offices located at 5933 N. Elm Avenue, Millerton, New York 12546 (hereinafter the "Village").

**WHEREAS**, the Town is the owner of a parcel of land located at 11 South Center Street, Millerton, New York 12546 improved by a Highway Garage no longer used by the Town (hereinafter "Old Highway Garage"; and

**WHEREAS**, the Village of Millerton Highway Garage and the vehicles and equipment stored within were recently destroyed due to a fire; and

**WHEREAS**, the Village declared a State of Emergency pursuant to §24 of the New York State Executive Law on February 2, 2025 and that State of Emergency is still in effect; and

**WHEREAS**, the Village has requested assistance from the Town of North East with regard to the Village's use of its Old Highway Garage; and

**WHEREAS**, the Town and the Village intend to negotiate a long-term Memorandum of Understanding or other Agreement for the sharing of the Town's new high way garage facility at 6097 Rt22; 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 Village's use of the Old Highway Garage.

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

1. The Town hereby agrees to allow the Village, during its period of emergency, to utilize the Town's Old Highway Garage located at 11 South Center Street, Millerton, New York, for the purpose of storage of Village vehicles, highway trucks, machinery and equipment, and for use of the Garage by employees of the Village in performing their usual highway duties and functions.

2. The initial term of this Agreement will be during the period of the Village's emergency and will terminate upon the expiration of the emergency declared by the Village or twelve (12) months from the date of this Agreement, whichever occurs first. However, the Town reserves the right to terminate this Agreement at any time

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upon 90 days' notice if it determines the Town requires the use of the Old Highway Garage for its own municipal and/or highway services.

3. The Village employees, agents and contractors may, at all times, utilize the Old Highway Garage and shall perform all such uses in a safe, reasonable and responsible manner.

4. The Village understands and agrees that the Town is allowing the Village to use the Old Highway Garage in "as is" condition, without warranties or representations as to the condition or fitness of the facility for their intended use. Each party will notify the other if their respective personnel become aware of any conditions which might cause the Old Highway Garage to be unfit for the purposes for which they are intended.

5. During the term of this Agreement, the Village shall be responsible for payment of all utilities, including, but not limited to, electric, fuel, heat, water, sewer and wi-fi service, and shall be responsible for all repairs and upkeep of the building that may be required. In addition, the Village shall pay the Town the sum of \$500.00 per month to the Town as reimbursements for all other costs incurred by the Town due to its ownership of the building during the term of this Agreement.

6. Ownership of the Old Highway Garage shall, at all times, remain that of the Town and such Old Highway Garage and its fixtures shall be the sole and exclusive property of the Town. Except for the rights set forth herein, the Village shall have no rights to the Town property.

7. During the Term of this Agreement, and for a period of three (3) years after the termination of the same, the Village shall indemnify and hold harmless the Town from any claims, damages or liabilities made, or asserted, against the Town by reason of the Village's acts or omissions or the acts or omissions of its employees or agents in exercising its rights pursuant to this Agreement, including the payment of reasonable attorneys' fees incurred by the Town in defending such action. During the Term, the Village shall maintain liability insurance in the amount of \$2,000,000 covering its use of the Old Highway Garage and such liability insurance policy or policies shall name the Town as an "additional insured". Certificates of insurance shall be provided by the Village to the Town Clerk before the Village use commences.

8. The Village shall be solely responsible for any damage to the Old Highway Garage caused by the acts or omissions of the Village, its agents and/or employees during the term of this Agreement.

9. During the initial term of this Agreement, the Town and the Village shall make best efforts to negotiate and agree upon a long-term agreement between the Town and Village for the Village's sharing the use and expenses of portions of the Town's New Highway Garage facility located at 6097 Route 22, Millerton, New York 12546. If at the end of the initial term, the Village is still in need of the use of the Old Highway Garage, the parties shall, in good faith, consider and negotiate an extension of this Agreement.

10. 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 March 24, 2025. Mayor Jennifer Najdek, whose signature appears hereafter, is fully authorized and empowered to execute this Agreement and enter into such

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an Agreement on behalf of the Village of Millerton. This Agreement shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk.

11. 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 March 21, 2025. Christopher Kennan, 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 of North East. This Agreement shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.

12. Any and all notices and payments, 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: 5933 N. Elm Avenue, Millerton, NY 12546

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

13. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

14. 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.

15. 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.

16. This Agreement constitutes the complete understanding of the parties. No modification of any provision shall be valid unless in writing and signed by both parties.

17. This Agreement constitutes the entire Agreement between the Town and Village with reference to the subject matter hereof. There are no terms, conditions or obligations other than those contained herein and there are no written or verbal statements or representations, warranties or agreements with respect to this Agreement which have not been embodied herein.

18. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then, upon the application of either party, this Agreement shall be physically amended forthwith to make such insertion.

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### **Further review of proposed zoning for Town Commercial Districts**

Appreciation was expressed to Will Agresta for attending in person and for the last 3+ years of his work with the ZRC.

Edie Greenwood suggested the Town Board should start with the responses from Agresta to Town Board questions from last meeting. Councilwoman Winkler had questions regarding Accessory Dwelling Units, ECHO units, and where music and entertainment can be allowed.

Discussion followed with Board members, Mr. Agresta, Attorney Replansky and Ms. Greenwood.

### Topic of Sidewalks

A document was shared with Board members titled, “Methods of Installing Sidewalks in Town” developed by Will Agresta. It covers three different ways to approach installing sidewalks. The Supervisor clarified that the discussion relates to the south side of route 44 to Kelsey Brook. The concern is that the sidewalk today is piecemeal, partially not built, partially built, which makes it harder for property owners to maintain.

Mr. Agresta talked about alternatives to financing sidewalks. Capital improvement money or grant funds can be allocated or raised to build the entire stretch. The Town could also create a “Business Improvement District” to pay for the sidewalks. Building a District requires a vote of the property owners served, and the people in the district would be responsible for financing and maintaining the sidewalks.

Replansky also mentioned that, because the road is a state highway, NYS controls what gets built along Route 44. The existing pieces of sidewalks reflect the Town’s past work with the DOT for approval. The private landowners paid for it. The proposed zoning code requires any new or substantial building renovation projects along Route 44 include sidewalks in their plan.

The Supervisor wants to look for grant monies. He feels there is a possibility of having sidewalks installed as part of the potential sewer project. Agresta says there is money out there. If the DOT approves it, they can give access to money as well.

The Supervisor supports leaving the language regarding sidewalks that the ZRC has recommended in the code.

### Signage

Is the language in the Code too restrictive? Councilwoman Morrison asked about who enforces the restrictions. Councilwoman Winkler pointed out that there is a process in the draft code to keep a sign inventory listed as being under the role of a Zoning Enforcement officer. Is our Building officer also our Zoning Enforcement officer?

Electronic signs. Greenwood read the language in the zoning code. Discussion followed. Agresta asked about restricting electronic signs to civic and municipal uses. He could add language to allow certain exceptions.

Replansky questioned what are “sign towers”. Artificial wall for signage.

Greenwood asked the Board to look at the Bulk Standards (3NR) chart. She expects Dutchess County Planning to suggest changes. The Board should be aware that certain issues may come up in public comment. People have commented that the proposed signage size is too small. Agresta recommended that the Board do some homework, they should visit other places and see what feels comfortable, size-wise, regarding proportion of building to signage sizes.

Greenwood was asked to list the next steps for Town approval of the code. She said: We have received the ZRC recommendations and has sent them to the Town Attorney. It now needs to go to Planning, Zoning, and the CAC for comments. Agresta and Greenwood are preparing an EAF (Environmental Assessment Form) that will accompany the draft local law. Then the Board sets a date for a Public Hearing. The Town Clerk publishes a legal notice and sends the notice to adjoining municipalities. We are required to refer the draft zoning document to DC Planning for comment. Greenwood had previously given them a draft, but we need to send them the changes that the Board approves. Dutchess County is familiar with our project and has been very helpful- especially with the sign language. They will need to get back to us after 30 days or ask for extension. Open public hearing- one or more. Close it and complete the SEQR.

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Winkler asked whether there is time for discussion about lighting.

Greenwood asking Agresta to give a most current iteration of the draft code so that can be circulated.  
Replansky asked for record of what changes have been made based on County comments.

**Public Comment**

Bill Kish, Town resident, Planning Board member and past ZRC member, spoke. He appreciates the speed and attention of the Board’s coverage of topics. He would like to address outdoor entertainment- and suggested the Board recommend a special permit be required to access the impact on neighboring properties. About sidewalks, Kish was glad the Board was keeping two of the three strategies to do everything we can to get the sidewalks done. Kish then addressed his passion-Lighted signs, LED signs. He made the point that internally lit signs are not the same as lighted signs. Common aesthetics in the Greenway Compact Community prefer externally lit signs and signs are not for advertising but for identification. GPS technology is more prevalent now and therefore signs are less important for identification. The LED signs come in a variety of size, orientation, and color scheme. All you can enforce is the shape of it. All electronic signs are full color. Nobody can tell anybody what they can put on their signs. You hope it’s about their business, but if they feel strongly about another issue, like politics, they can change signs at will. That’s the problem with signs that can be changed, the message is not always okay.

The Supervisor thanked Will Agresta again for coming and attending the meeting.

**Adjournment**

A motion made by Councilman Mayville and seconded by Councilwoman Morrison to adjourn. Votes taken.

AYE- 5 (Kennan, Morrison, Fedele, Winkler, Mayville)

NAYS- 0

Meeting was adjourned at 5:33pm

Respectfully submitted

/s/: Elizabeth Strauss

with the help of Edie Greenwood

DRAFT: 4/3/2025

APPROVED: 4/10/2025