

Town Board Meeting Agenda

TOWN OF WALLKILL
August 24, 2017

TOWN BOARD MEETING
TIME: 7:30 PM

Moment of Silence – Doris Hoyt
Adrian Valentin – Supervisor Valentin’s Father

7:25 – Public Hearing Zoning Change.

1. PUBLIC PARTICIPATION ON AGENDA ITEMS BELOW ONLY (3 MINUTES EACH INDIVIDUAL)
2. CORRESPONDENCE:
 - Highway Department Thank You
3. RESOLUTIONS:
 1. Resolution Amending the Zoning Map & Issuing a Negative Declaration & Findings in Accordance with SEQRA.
 2. Resolution Authorizing the Execution of a Payment In-Lieu of Tax (PILOT) Agreement by & Among the Town of Wallkill, Deerfield Commons Housing Development Fund Company, Inc & Deerfield Commons Limited Partnership.
 3. Resolution Appointing Two Part-Time Parking Enforcement Agents.
 4. Order Scheduling Public Hearing for \$650,000 Bond-Kosuga Well Project.
4. COMMITTEE REPORTS
5. COUNCILMAN’S COMMENTS:
6. SUPERVISOR’S COMMENTS:
7. TOWN CLERK’S COMMENTS:
8. COMMISSIONERS/POLICE CHIEF REPORTS:
9. PUBLIC PARTICIPATION (5 MINUTES EACH INDIVIDUAL)
10. MOTION TO ADJOURN

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented
 By _____
 Sec'd by _____
 Date of Adoption _____

Names	Ayes	Noes	Abstain	Absent
<i>Acting Supervisor</i> Mr. Valentin				
<i>Councilman</i> Mr. Coyne				
<i>Councilman</i> Mr. Johnson				
<i>Councilman</i> Mr. Meyer				
TOTAL				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
ADOPTING LOCAL LAW NO. ___ OF 2017 AMENDING
THE TOWN'S ZONING MAP AND ISSUING A NEGATIVE DECLARATION AND
FINDINGS IN ACCORDANCE WITH SEQRA**

WHEREAS, the Town Board of the Town of Wallkill wishes to adopt a local law for 2017 amending Chapter 249 of the Town Code, to rezone certain parcels of real property within the Town as set forth below from Town Center District to Light Enterprise District:

<u>Address:</u>	<u>Tax Map ID #</u>
20 Smith Road	41-1-109
31/53 Smith Road	41-1-113.1
265 Ballard Road	78-1-81; and

WHEREAS, in accordance with the provisions of § 617.6 of the regulations implementing the New York State Environmental Quality Review Act ("SEQRA"), (the "SEQRA regulations"), the Town Board previously determined that the aforementioned proposed amendment to the Town Code is an action subject to SEQRA; classified the aforementioned local law as an Unlisted action pursuant to § 617.4 of the SEQRA regulations and designated itself as Lead Agency with respect to the consideration, review, and determination of significance of the aforementioned local law pursuant to SEQRA regulations § 617.6(b)(1)(I); and

WHEREAS, the Town Board has referred this proposed zoning map change to the Orange County Department of Planning for review and comment pursuant to General Municipal §239-m and has received a letter dated July 17, 2017 from the Orange County Department of Planning indicating that the proposed zoning change is a local determination; and

WHEREAS, the Town Board has referred this proposed zoning map change to the Town of

Resolution No. :_of 2017

Wallkill Planning Board in accordance with the Town Code and no objections were received from the Planning Board; and

WHEREAS, the Town Board held a public hearing on July 27, 2017, to review the proposed local law for the year 2017; and

WHEREAS, the Town Board has reviewed the comments made at the public hearing on the proposed local law; and

WHEREAS, the Town Board previously reviewed the Short EAF and determined that same was adequate with respect to scope and content for the purpose of commencing public review and continued its environmental review pursuant to SEQRA; and

WHEREAS, the Town Board has reviewed the Short EAF, the comments received on the proposed local law and Short EAF, and the criteria for determining significance set forth section 617.7 (c)(1)(i)-(xii), (2)(i)-(iii), and (3)(i)-(vii) of the SEQRA regulations; and

WHEREAS, the Town Board has reviewed, weighed and balanced the relevant environmental impacts and has provided a rationale for its decision to adopt the proposed local law and to issue a negative declaration for the same, solely for the zoning change and not for the proposed project to be built at the effected property, which is subject to further review by the Town Planning Board,

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Town Board hereby certifies that it has complied with the requirements of Part 617 of the SEQRA regulations;
2. The Town Board hereby finds that the proposed local law has no significant adverse environmental impacts and issues a negative declaration for the same, with said negative declaration to be reviewed and approved by the Town Attorney; and
3. The Town Board hereby adopts Local Law No. ___ of 2017, which modifies Chapter 249 of the Town Code as set forth in the proposed local law, to designate the following properties:

<u>Address:</u>	<u>Tax Map ID #</u>
20 Smith Road	41-1-109
31/53 Smith Road	41-1-113.1
265 Ballard Road	78-1-81properties

within the Town as being in the Light Enterprise zone, a copy of which is attached hereto and made a part of this resolution; and

Resolution No. :_of 2017

4. The Town Clerk is hereby directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Wallkill; to give due notice of the adoption of said Local Law to the Secretary of State of New York; to publish said Local Law to the public in a newspaper of general circulation; and to publish the Town Board's negative declaration for the proposed action in the Environmental Notice Bulletin of the Department of Environmental Conservation.

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented
 By _____
 Sec'd by _____
 Date of Adoption _____

Names	Ayes	Noes	Abstain	Absent
<i>Acting Supervisor</i> Mr. Valentin				
<i>Councilman</i> Mr. Coyne				
<i>Councilman</i> Mr. Johnson				
<i>Councilman</i> Mr. Meyer				
TOTAL				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
 AUTHORIZING THE EXECUTION OF A PAYMENT IN-LIEU OF TAX
 (“PILOT”) AGREEMENT BY AND AMONG THE TOWN OF
 WALLKILL, DEERFIELD COMMONS HOUSING DEVELOPMENT
 FUND COMPANY, INC. AND DEERFIELD COMMONS LIMITED
 PARTNERSHIP**

WHEREAS, the Town of Wallkill (the “Town”) desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for senior citizens with low income; and

WHEREAS, Deerfield Commons Housing Development Fund Company, Inc., a to-be-formed Articles XI New York private housing finance law corporation and a New York not-for-profit corporation (the “HDFC”), and Deerfield Commons Limited Partnership, a to-be-formed New York limited partnership (the “Partnership”), have identified property located in the Town of Wallkill, County of Orange, State of New York, identified as Section 44, Block 1, Lots 43, 42.2, 25.1 and 25.2 (the “Land”), for the purpose of construction on the Land of a housing project for senior citizens of low income, said project to consist of: (i) the acquisition of the Land; (ii) the construction thereon of 252 units (including three caretakers’ units) of housing for senior citizens of low income to be known as Deerfield Commons (the “Improvements”); and (iii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the “Equipment”, and collectively with the Land and the Improvements, the “Project”); and

WHEREAS, the HDFC will be formed for the purpose of providing residential rental accommodations for senior citizens of low-income; and

WHEREAS, the HDFC will acquire fee title to the Land, as nominee for the Partnership, and

Resolution No. :_of 2017

will convey its equitable and beneficial interests in the Land to the Partnership in furtherance of the development of the Project; and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Land constitutes a "housing project" as that term is defined in the Private Housing Finance Law of the State of New York ("PHFL"); and

WHEREAS, the HDFC will be formed as a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Council Members to exempt the Project from real property taxes; and

WHEREAS, the HDFC will be a co-general partner of the Partnership; and

WHEREAS, the HDFC and the Partnership will be willing to enter into a PILOT Agreement whereby they will make annual payments in lieu of taxes to the Town as set forth in the PILOT Agreement presented to the Town Board for approval,

NOW THEREFORE, IT IS HEREBY

RESOLVED that the Town Board of the Town of Wallkill hereby exempts the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approves the proposed PILOT Agreement by and among the Town of Wallkill, the Partnership and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and it is further

RESOLVED, that the Town Supervisor, or his designee, is hereby authorized and directed to execute and deliver the foregoing PILOT Agreement on behalf of the Town, subject to the approval of same in form and content by the Town Attorney; and it is further

RESOLVED, that this resolution shall take effect immediately.

Resolution No. :_of 2017

CERTIFICATION

The undersigned, being the duly elected Clerk of the Town of Wallkill, hereby certifies that the attached is a true, correct and complete copy of a certain resolution unanimously adopted by the Town Board of the Town of Wallkill on August 24, 2017, and such resolution has not been modified, amended or repealed and is in full force and effect as of the date hereof.

Louisa M. Ingrassia, Town Clerk

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES
BY AND AMONG
THE TOWN OF WALLKILL, DEERFIELD COMMONS HOUSING
DEVELOPMENT FUND COMPANY, INC. AND
DEERFIELD COMMONS LIMITED PARTNERSHIP**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "Agreement"), dated _____, 2017, by and among the **TOWN OF WALLKILL, NEW YORK**, a New York incorporated municipality, having its principal office located at 99 Tower Drive, Middletown, New York 10941-2026 (the "Town"), and **DEERFIELD COMMONS HOUSING DEVELOPMENT FUND COMPANY, INC.**, an Article XI New York private housing finance law corporation and a New York not-for-profit corporation, having its principal office located at 2 Liberty Court, Suite 3, Warwick, New York 10990 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **DEERFIELD COMMONS LIMITED PARTNERSHIP**, a New York limited partnership, having its principal office located at 2 Liberty Court, Suite 3, Warwick, New York 10990 (the "Partnership").

WHEREAS, the HDFC is, or will become, the fee simple owner, and the Partnership is, or will become, the beneficial and equitable owner of certain real property located in the Town of Wallkill, County of Orange, State of New York (Section 44, Block 1, Lots 43, 42.2, 25.1 and 25.2), as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the HDFC is or will be the co-general partner of the Partnership; and

WHEREAS, the HDFC and the Partnership have been formed for the purpose of providing residential rental accommodations for senior citizens of low-income; and

WHEREAS, the Partnership will develop, own, construct, maintain and operate a housing project of up to 252 units (including three caretakers' units) for senior citizens of low-income at the Property (sometimes referred to herein as the "Project"); and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Town Board of the Town of Wallkill, New York, by resolution adopted August 24, 2017, approved and authorized the execution of this Agreement,

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the Town hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Orange County ("County"), the Town of Wallkill ("Town"), the School District ("School District") or other taxing jurisdiction.
2. This tax exemption will operate for a period of forty (40) years from the HDFC's acquisition of the Property. This Agreement shall not limit or restrict the HDFC's or the Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.
3. So long as the exemption hereunder continues, commencing thirty (30) days after issuance of a certificate of occupancy for the Property, the Partnership shall make annual payments in lieu of taxes in the amount of Two Hundred and 00/100 Dollars (\$200.00) per dwelling unit for each such fiscal year (pro rated for the year in which said certificate of occupancy is issued). So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL. Payment shall be due on January 31 of the immediately following fiscal year. Payments shall be mailed via First Class mail through the United States Postal Service or personally delivered to the Town of Wallkill, Attention Tax Collector, 99 Tower Drive, Middletown, New York 10941-2026, or such other address as the Town may specify in writing.
4. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Property continues to be used as housing facilities for senior citizens of low-income, and (b) any of the following occur (i) the HDFC and the Partnership operate the Property in conformance with Article XI of the PHFL; or (ii) the HDFC assumes sole legal and beneficial ownership of the Property and operates the Property in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclosure a mortgage upon the HDFC, and the legal and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest, such successor in interest shall operate the property in conformance with Article XI of the PHFL.
5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law. In the event the Town commences a proceeding to enforce the provisions of this Agreement, then, in addition to the remedies to which the Town shall be

entitled, it shall have the right to award reasonable attorney fees. Notwithstanding the above, the Town may terminate this Agreement, and the tax exemption shall thereupon terminate, pursuant to Section 6 hereof.

6. This Agreement and the exemption granted hereunder shall terminate pursuant to Section 5 above or in an event of default as follows:

(a) Failure to pay in full any payment due under this Agreement within thirty (30) days of mailing of written notice by the Town stating that said payment is past due.

(b) Failure to comply with or perform any provision of this Agreement if such failure continues in whole or in part for more than thirty (30) days after mailing of written notice by the Town of such failure to comply or perform.

In the event of a default hereunder, in addition to the termination of this Agreement and the tax exemption, the Town may exercise any and all rights or remedies permitted by law.

7. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery.

8. This Agreement shall inure to the benefit of and shall be binding upon the Town, the Partnership, the HDFC and their respective successors and assigns, including the successors in interest of Partnership and the HDFC. There shall be no assignment of this Agreement except with consent of the other party, which consent shall not be unreasonably withheld.

9. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

10. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

12. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each party represents that this

Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2017 TOWN OF WALLKILL, NEW YORK

By: _____
Name: Eric Valentin
Title: Supervisor

DATED: _____, 2017 DEERFIELD COMMONS HOUSING DEVELOPMENT FUND COMPANY, INC.

By: _____
Name: Jonah Mandelbaum
Title: President

DATED: _____, 2017 DEERFIELD COMMONS LIMITED PARTNERSHIP

By: Deerfield Commons Associates, LLC,
its Managing General Partner

By: _____
Name: Jonah Mandelbaum
Title: Manager

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the ____ day of _____ in the year 2017, before me personally appeared Eric Valentin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the ____ day of _____ in the year 2017, before me personally appeared Jonah Mandelbaum, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented
 By: _____
 Sec'd by: _____
 Date of Adoption: _____

Names	Ayes	Noes	Abstain	Absent
<i>Acting Supervisor</i> Mr. Valentin				
<i>Councilman</i> Mr. Coyne				
<i>Councilman</i> Mr. Johnson				
<i>Councilman</i> Mr. Meyer				
TOTAL				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
APPOINTING TWO PART-TIME PARKING ENFORCEMENT AGENTS**

WHEREAS, there exists vacancies in the Town of Wallkill Police Department for part-time Parking Enforcement Agents; and

WHEREAS, Vehid Borici and Yanira Cruz fulfill the civil service requirements of knowledge, skills, and experience for part-time Parking Enforcement Agents; and

WHEREAS, the Town of Wallkill Police Department has a need for part-time Parking Enforcement Agents for the efficient and cost-effective functioning of that Department; and

WHEREAS, it is the opinion of the Chief of the Wallkill Police Department and the Town Board of the Town of Wallkill that Vehid Borici and Yanira Cruz are qualified to fill said position;

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the Town Board of the Town of Wallkill hereby appoints Vehid Borici and Yanira Cruz to the position of part-time Parking Enforcement Agents to serve in said capacity at the Town of Wallkill Police Department; and be it further

RESOLVED, that said appointment shall be subject to the submission and acceptance of all appropriate documentation by the Orange County Department of Human Resources and effective upon the direction of the Town Supervisor, or his designee.

District of said Town as described herein, which plan and estimate of cost are on file in the office of the Town Clerk where they are available for public inspection during normal business hours; and

WHEREAS, such proposed increase and improvement includes the addition of two new wells, additions to the existing metering building, construction of a new control panel and controls building and a connection to the Kosuga Raw Water Line, with an aggregate estimated maximum cost of \$650,000; and

WHEREAS, the maximum amount proposed to be expended for said improvements is \$650,000, which amount shall be allocated and charged as the cost of increasing and improving the facilities of the Consolidated Water District and shall be borne by the Water District, except to the extent reimbursed or otherwise paid from Federal or State of New York grants; and

WHEREAS, the capital project heretofore described, based on information supplied to the Town Board, has been determined to be an "Unlisted" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which will not result in any significant environmental effects; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and improvement of the facilities of the Consolidated Water District as described above, in accordance with the provisions of Section 202-b of the Town Law; NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board of the Town of Walkkill, Orange County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Walkkill, Orange County, New York, shall be held at the Town Hall, 99 Tower Drive, in Middletown, New York, in said Town, on September 28, 2017 at 7:30 o'clock P.M., Prevailing Time, for the purpose of holding a public hearing on the question of the increase and improvement of the facilities of the Consolidated Water

District in the Town of Walkkill, Orange County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the notice of public hearing to be published once in The Times Herald Record, the official newspaper of said Town, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty days before the date designated for the public hearing.

Section 3. The notice of public hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Walkkill, Orange County, New York, will meet at the Town Hall, 99 Tower Drive, in Middletown, New York, in said Town, on September 28, 2017, at 7:30 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing on the increase and improvement of the facilities of the Consolidated Water District in the Town of Walkkill, Orange County, New York, within said Town, including the addition of two new wells, additions to the existing metering building, construction of a new control panel and controls building and a connection to the Kosuga Raw Water Line, with an aggregate estimated maximum cost of \$650,000, including incidental expenses in connection therewith, as more fully set forth in the map, plan and report prepared by KC Engineering and Land Surveying, P.C. on file with the Town Clerk and available for public inspection.

Said project has been determined by the Town Board to be an "Unlisted" Action for purposes of the State Environmental Quality Review Act which, as proposed, will not result in any significant environmental effects.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Middletown, New York
August 24, 2017

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF WALLKILL, ORANGE COUNTY,
NEW YORK

By: Louisa M. Ingrassia
Town Clerk

Section 4. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The order was thereupon declared duly adopted.