

A Regular Board Meeting was held on Thursday, April 11, 2002, at 8:00 p.m. in the Village Hall.

Present: Glenn Weyant, Mayor  
Paul Morra, Trustee  
Daniel Powell, Trustee  
Jill Dodds, Clerk

Also present: James Learnihan, Maria Morra, Tim Cornelisan, Donna Weyant, Jeff Prince, Steve Tuomey Jr. and Linda Poli.

The Mayor opened the meeting with the Pledge of Allegiance.

He welcomed everybody to the meeting.

Trustee Morra approved the minutes of the two meetings held on March 21<sup>st</sup>. The Open Meeting on the Water Rules and Regulations and the Regular Board Meeting. Trustee Powell seconded. All in favor. Motion carried.

Mayor Weyant made a motion to approve the minutes of the Public Hearing held on April 4 in connection with the grants being applied for. Trustee Morra seconded. All in favor. Motion carried.

Trustee Morra made a motion to approve the vouchers – General account 306-326 and Water 142-147. Trustee Powell seconded. All in favor. Motion carried.

The Mayor made a motion to go into Executive Session. All in favor. Motion carried.

Upon the Board's return to the regular meeting, Trustee Powell made a motion that they go back into Executive Session for one more item. Trustee Morra seconded. All in favor.

Following the second Executive Session, Trustee Powell made a motion to call the regular meeting back to order. Trustee Morra seconded. All in favor. Motion carried.

#### **MAYOR'S REPORT:**

Meetings: Kaaterskill Engineering, Mountain Top Supervisors, Business Council, Fraser Engineering on our Small Cities grants, Peter Finn, Public Hearing on the grants, another Business Council specifically on the Car Show and Memorial Day Parade, Mike Principe NYCDEP. The Clerk attended a SARA lecture on Record Retention. One last meeting with Fraser Engineering on the final draft of Small Cities grant application.

Events: Resignation of our Building Inspector. Submitted CWC grant application for \$25,000. Filed the Property Maintenance Law #1 of the year 2002 with the Department of State. Submitted Firefighter grant application to FEMA for \$33,000. Signed the final application for our \$400,000 Small Cities grant.

**TRUSTEE MORRA'S REPORT:**

Most of the Skate Board equipment is out. Some items need repair which we are doing now.

Regarding the Water Company, we are trying not to incur any expenses until we find out how we fare with our grant applications.

The Bike Path has been shut off by Roy Johannessen, claiming that the bridge is on his property. It is quite possible that this is correct but we are waiting to hear from our attorney and surveyor before we take any action. Linda Poli was surprised that there would be any problem if Jack Worth had done the survey. The trouble is that the bike path was moved, at Johannessen's request, and a new easement was drawn up but never filed,

Johannessen wants an agreement signed allowing him to put up some storage buildings without providing all the drawings and specifications that are required. The Board is not prepared to do anything precipitously and had asked Mr. Johannessen for some time in order to make the necessary investigations. He obviously was not prepared to wait but it is the Board's position that they need to have a full investigation before proceeding and thus Mr. Johannessen took matters into his own hands.

Trustee Morra made a motion that the instrument that was never signed (Johannessen's proposed agreement) be made part of the minutes of this meeting as well as his most recent letter. Seconded by Trustee Powell. All in favor. Motion carried.

Linda wanted to go on record complaining about the attorneys, the engineers, the construction firm and the Village officials who allowed the situation to get to where it is now.

**TRUSTEE POWELL'S REPORT:**

The Highway Department has been extremely busy this month. We purchased a second hand sweeper and have been bringing it up to road worthiness. The last two days it has been out there cleaning up the streets and doing a really good job. At the upper end of the Lake our right of way passed over someone's property. We are negotiating to purchase that corner to maintain our access to the lake property.

Trustee Powell asked that the Village Clerk contact the Highway Superintendent and ask him to make sure that he submits his monthly report for Board Meetings in a timely fashion.

Part of the crew are doing some ditching and will stay on that until they are all cleaned up and then move on to work on culverts on Spruce Street.

Trustee Morra mentioned also that we will be having two men working on rehabilitating the old garbage truck. He pointed out that we are selling approximately \$350 worth of garbage bags each month and we anticipate that to increase. We believe that the income from the sale of the bags will cover the tipping fees completely.

The Mayor granted privilege of the floor.

James Learnihan introduced himself. He is to be the Village's Building Inspector/Assessor/Code Enforcement Officer, starting on June 1<sup>st</sup>, 2002.

More discussion on the bike path.

Jeff Prince presented the survey that Larry Vanucchi had prepared for the Catskill Development Project. He was asking the Village Board by formal request on behalf of Catskill Development to start the process to annex the rest of the property into the Village. We need a letter, copied to the Town of Hunter, from the owner designating Mr. Prince as their official representative. Jeff has spoken to Pat Polisenio of the DEP and he seems to have no problem with this development and the Village is now establishing a much less adversarial relationship with the DEP which should make like a lot easier to obtain all the necessary permits. Larry Vanucchi is going to look where the sewer and water lines are running.

Trustee Morra made a motion that, in the event that we find that the bridge is on Mr. Johannessen's property and the Village can obtain proper use or ownership of it, we move the bridge to our property and explore with an engineering firm to see what it would cost to move it. Trustee Powell seconded. All in favor. Motion carried.

Trustee Morra made a motion to close the meeting. Trustee Powell seconded. All in favor. Motion carried.

Executive session held on April 11, 2002 at the Regular Board Meeting:

Discussion on whether to pay the unemployment benefit for a Village employee. The Mayor made a motion to pay but not to employ that particular individual again. Trustee Powell seconded. Trustee Morra abstained. Motion carried.

Second Executive session held on April 11, 2002 at the Regular Board Meeting.

Discussion with Steve Tuomey Jr. on the requirement of radios for the fire trucks. Upon satisfactory explanation by Mr. Tuomey, there was no further discussion.

JOHANNESSEN INC  
BOX 28  
WESTKILL, NEW YORK

Mayor Glen Weyent  
Village of Tannersville  
P.O. Box 967  
Tannersville, New York 12485

April 2, 2002

Re Bicycle Path

Dear Mayor:

This letter is to reaffirm the message I left on you voice mail today. Without success, I've attempted to reach you these past few days.

After 6 years of dealing with you and mostly your predecessor to settle the omissions from our original agreement. I've lost my patience (of which I have been endowed with little of). It is with great reluctance that I place these deadlines on the Village.

By April 10th you must execute either the original agreement prepared by your predecessor or the agreement we came to. Your failure to do so will result in me erecting a fence along my property line; the portion that encroaches on my private lands as well as the barricading the center of the bridge.

You will have my permission to relocate the bridge, to the position as shown on original bike path plans by April 30, 2002/

Your failure to meet the above outlined deadlines will force me to start foreclosure proceedings to regain title to the donated lands by reasons of the villages failure to live up to the many items called for in the contract documents.

Time is of the essence and these tenets are no longer negotiable.

Very truly yours,



Roy Johannessen Pres.  
JOHANNESSEN INC

Fax Copy to: Glen Weyent  
Larry Gardner

This Agreement made the day of April, 1999 by and between Jason Johannessen, by his attorney-in-fact, Roy Johannessen, hereinafter referred to as "Johannesen", residing in the Village of Tannersville, hereinafter referred to as "Tannersville" a municipal corporation of the State of New York, with its office located at Main Street, Tannersville, New York

WITNESSETH

WHEREAS, Tannersville wishes to provide the public with access to a bicycle path situated both within and outside the corporate limits of the Village of Tannersville, and

WHEREAS, Tannersville requires Johannessen to contribute an easement to Tannersville in order to provide the public with access to the path; and

WHEREAS, Johannessen and Tannersville entered into an agreement pursuant to which Johannessen deeded the parcel of his property described in Schedule "A", attached hereto, on August 12, 1997, in consideration of Tannersville providing the following to Johannessen

- 1 A gravel road, ten feet in width, adjacent to the bike path, extending the full length of the Johannessen property
2. Black top a roadway, twenty feet in width, north to south, from Railroad Avenue to the gravel roadway mentioned in "1", above
- 3 Construct a split rail fence along the northerly bounds of the bikepath for the full length it passes through the Johannessen property
- 4 Provide Johannessen with an appraisal, from a licensed real estate broker, of the value of the parcel conveyed to Tannersville.
- 5 Insurance coverage in an amount not less than one million dollars related to and during construction activity on the path, and

WHEREAS, Tannersville was subsequently asked by Johannessen to alter the route of the bike path to run over his parcel of land as described in Schedule "B" attached hereto, and

WHEREAS Tannersville did construct the bike path over the parcel of Johannessen land set forth in Schedule "B", in accordance with the request of Johannessen, and

WHEREAS, the path has been completed but the parcel described in Schedule "B" herein has not been deeded to Tannersville and remains the property of Johannessen, and

WHEREAS, Tannersville was unable to black top the road described in "2" above, or widen said roadway to a width of twenty feet, due to DEP concerns and regulations, and

WHEREAS, Tannersville placed oil and gravel upon the surface of said roadway, and

WHEREAS, Tannersville, pursuant to its agreement with Johannessen, spent \$15,848.00 in fulfilling its obligations under the agreement with Johannessen, and

WHEREAS, Johannessen has declared that Tannersville has defaulted in fulfilling its obligations, specifically failing to blacktop the roadway noted in "2", above, and failing to widen it to twenty feet, and

WHEREAS, Johannessen, due to said default, has declared his intention to block access to the bike path running over his parcel and has refused to grant an easement to Tannersville for the bikepath passing over his property, and

WHEREAS, Tannersville and Johannessen wish to resolve this issue and permit unencumbered access and use of the bikepath by the public,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid by each party to the other, the receipt of which is hereby acknowledged, and the covenants and conditions hereinafter set forth, Tannersville and Johannessen agree as follows:

✓ A. They reaffirm and ratify the original agreement, dated August 6, 1997, attached hereto as Schedule "C", subject to the following:

(a). Johannessen will deed the property described in Schedule "B", attached hereto, to Tannersville, said property being intended to be the land over which a portion of the bikepath passes over Johannessen property,

(b). The Johannessen property deeded to Tannersville, Schedule "A", attached hereto, shall remain the property of Tannersville;

(c). Tannersville will issue permits to Johannessen, without fee, permitting the construction and placement, on his property, of 40(10x10) storage sheds along and immediately adjacent to the fence of the bicycle path running beside his property and the construction and placement on his property of a 40 x 22 size structure upon his westerly parcel, some 40 feet from the bikepath fence running beside his property, said properties are described in Schedule "C" & "D",

(d). The permits shall be for a three year duration,

(e). Prior to issuing the building permits, if the Village determines that the storage sheds will interfere with access for emergency vehicles and Central Hudson to the bicycle path and its power lines, Johannessen agrees to build a roadway sufficient to provide access for emergency vehicles onto the bike - path,

*Central Hudson*

(e). Tannersville will maintain the roadway referred to in "2", above and the fencing referred to in "3", above

B. Roy Johannessen represents and warrants that he is the attorney-in-fact for his son, Jason, owner of the premises which are the subject of this Agreement, holds a Power of Attorney authorizing him to undertake all actions herein on Jason's behalf and in his stead, and is fully authorized to bind Jason to the obligations and terms of this Agreement. Roy Johannessen further represents that he is making these assertions as a material representation to induce Tannersville to enter into this Agreement and undertake its obligations hereunder and represents and warrants that his authority under said Power of Attorney has not been revoked for any reason or by virtue of any event as the date this Agreement has been executed by the parties hereto

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first written above

Jason Johannessen  
by Roy Johannessen P/A

Village of Tannersville  
by Lee McGunnigle, Mayor