

## TOWN BOARD MEETING

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Town of Ulysses

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August 28, 2018

Audio of the minutes are available on the website at [ulysses.ny.us](http://ulysses.ny.us).

The meeting was held at the Ulysses Town Hall at 10 Elm Street, Trumansburg.

Notice of Town Board meetings are posted on the town's website and clerk's board.

### **ATTENDANCE:**

#### TOWN OFFICIALS PRESENT:

Supervisor- Liz Thomas

Board members- Michael Boggs, John Hertzler, Rich Goldman

Town Clerk- Carissa Parlato

Bookkeeper- Nina Thompson

Highway Superintendent- Dave Reynolds

#### ABSENT:

Board member- Nancy Zahler

#### OTHERS PRESENT:

Mary Colomino, graduate student

### **CALL TO ORDER:**

Ms. Thomas called the meeting to order at 7 p.m. and moved into a Public Hearing (see separate minutes).

### **PRESENTATION: GIS MAPPING by Mary Colomino**

Ms. Colomino gave a presentation on geographic information systems (GIS) and gave suggestions on uses for the town.

### **APPROVAL OF MEETING AGENDA**

#### **RESOLUTION 2018-152: APPROVAL OF MEETING AGENDA**

BE IT RESOLVED that the Ulysses Town Board approve the agenda for August 28, 2018 with the addition of an executive session to discuss current litigation.

Moved: Ms. Thomas

Seconded: Mr. Boggs

Ms. Thomas	aye
Ms. Zahler	absent
Mr. Hertzler	aye
Mr. Boggs	aye
Mr. Goldman	aye

Vote: 4-0

Date Adopted: 8/28/18

**PRIVILEGE OF THE FLOOR:**

(none)

**GENERAL ANNOUNCEMENTS:**

Ms. Thomas shared that at the recent TCCOG (Tompkins County Council of Governments) meeting, Mr. Franklin, director of Assessment, requested that towns suspend their boards of assessment due to duplication of services and low attendance.

She also shared that she sent out the family leave policy to staff members but has not gotten any responses.

**OLD BUSINESS:**

**PARKING LOCAL LAW**

**RESOLUTION 2018-153: ADOPTION OF LOCAL LAW TO REPEAL AND AMEND CHAPTER 186, ARTICLE 1 OF THE CODE OF THE TOWN OF ULYSSES PERTAINING TO PARKING AND CHAPTER 164, ARTICLE 1 PERTAINING TO OBSTRUCTION OF HIGHWAYS AND ENACT NEW PROVISIONS**

WHEREAS, the Town has the authority to adopt the local law referred to above (hereafter “the Local Law”) pursuant to Article 9, §1 of the New York State Constitution and §10 of the New York State Municipal Home Rule Law; and

WHEREAS, notice of a public hearing on the Local Law was advertised as required by law in the Ithaca Journal for August 28, 2018 at the Ulysses Town Hall at 7:00 p.m.; and

WHEREAS, said public hearing was duly held on said date, time and place and all parties in attendance were permitted an opportunity to speak in favor of or in opposition to the Local Law, or any part thereof; and

NOW, THEREFORE, IT IS RESOLVED that the Town Board of the Town of Ulysses hereby adopts and enacts Local Law No. 5 of 2018 entitled “A LOCAL LAW TO REPEAL AND AMEND CHAPTER 186, ARTICLE 1 OF THE CODE OF THE TOWN OF ULYSSES PERTAINING TO PARKING AND CHAPTER 164, ARTICLE 1 PERTAINING TO OBSTRUCTION OF HIGHWAYS AND ENACT NEW PROVISIONS”, a copy of which is attached hereto and made a part of this resolution; and it is further

RESOLVED that the Town Clerk is hereby authorized and directed to file said local law with the Secretary of State as required by law.

Moved: Ms. Thomas                      Seconded: Mr. Boggs

Ms. Thomas	aye
Ms. Zahler	absent
Mr. Hertzler	aye
Mr. Boggs	aye
Mr. Goldman	aye

Vote: 4-0

Date Adopted: 8/28/18

**FUNDING FOR FAIRGROUND IMPROVEMENTS**

**RESOLUTION 2018-154: AUTHORIZING FUNDING FOR THE FAIRGROUND IMPROVEMENTS.**

RESOLVED that the Ulysses Town Board approves one-time funding amount of \$3,000 for trees for the Trumansburg Fairgrounds to replace the mature trees that were recently removed by the NYS Department of Transportation and the NYS Electric and Gas Company.

Moved: Ms. Thomas                      Seconded: Mr. Goldman

Ms. Thomas	aye
Ms. Zahler	absent
Mr. Hertzler	aye
Mr. Boggs	abstain
Mr. Goldman	aye

Vote: 3-0  
Date Adopted: 8/28/18

**NEW BUSINESS:**

**ADDENDUM TO PURCHASE CONTRACT FOR 5020 JACKSONVILLE RD**

**RESOLUTION 2018-155: AUTHORIZATION TO ENTER INTO AN ADDENDUM TO PURCHASE CONTRACT FOR 5020 JACKSONVILLE ROAD**

RESOLVED that the Ulysses Town Board authorizes the Town Supervisor to enter into an Addendum to the March 2018 Contract for sale for the property to Cameron Neuhoff at 5020 Jacksonville Road as presented and discussed at the Town Board meeting on August 28, 2018. *(see appendix for contract).*

Moved: Ms. Thomas                      Seconded: Mr. Hertzler

Ms. Thomas	aye
Ms. Zahler	absent
Mr. Hertzler	aye
Mr. Boggs	aye
Mr. Goldman	aye

Vote: 4-0  
Date Adopted: 8/28/18

**TEMPORARY NO PARKING SIGNS FOR GLENWOOD HEIGHTS RD**

**RESOLUTION 2018-156: AUTHORIZING TEMPORARY NO PARKING SIGNS ON GLENWOOD ROAD NEAR THE BLACK DIAMOND TRAIL**

RESOLVED that the Ulysses Town Board authorizes the Town Highway Department to post temporary no parking signs on blind bend of the road on the south side of Glenwood Heights Road, to the east and west of the Black Diamond Trail for a distance the Highway Department determines to be safe for the passage of snow plows and other vehicles.

Moved: Ms. Thomas                      Seconded: Mr. Hertzler

Ms. Thomas            aye  
 Ms. Zahler            absent  
 Mr. Hertzler          aye  
 Mr. Boggs            aye  
 Mr. Goldman          aye

Vote: 4-0  
 Date Adopted: 8/28/18

**DISCUSSION OF ADDING A YIELD SIGN TO CAYUGA ST EXT.**

Ms. Thomas shared that, based on citizen requests, she asked the Highway Department to place a sign on Cayuga Street Extension.

**DISCUSSION OF FIRE/EMS BUDGET PROPOSAL**

The board viewed budget spreadsheets created by the Village Treasurer and discussed.

**PRIVILEGE OF THE FLOOR:**

(none)

**APPROVAL OF MINUTES**

**RESOLUTION 2018-157: APPROVAL OF MINUTES- 8/14 PUBLIC HEARING & REGULAR MEETING**

BE IT RESOLVED that the Ulysses Town Board approve the minutes of 8/14.

Moved: Ms. Thomas                      Seconded: Mr. Boggs

Ms. Thomas            aye  
 Ms. Zahler            absent  
 Mr. Hertzler          aye  
 Mr. Boggs            aye  
 Mr. Goldman          aye

Vote: 4-0  
 Date Adopted: 8/28/18

**BUDGET MODIFICATIONS**

**RESOLUTION 2018-158: APPROVAL OF BUDGET MODIFICATIONS**

Resolved that the Town Board approve the following budge modifications:

**B FUND BUDGET MODIFICATIONS**

B8010.1	Zoning PS	INCREASE	\$180.00
<i>To cover overage due to Environmental Planner position transition</i>			
B8021.1	Planner PS	INCREASE	\$180.00
<i>To cover overage due to Environmental Planner position transition</i>			
B1990.4	Contingency	DECREASE	\$360.00

<i>\$8,840 would remain in the B Fund Contingency account</i>	
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B9060.81	HSA Contributions	INCREASE	\$500.00
<i>To cover overage due to Environmental Planner position transition</i>			
B1990.4	Contingency	DECREASE	\$500.00
<i>\$8,340 would remain in the B Fund Contingency account</i>			

Moved: Ms. Thomas                      Seconded: Mr. Boggs

Ms. Thomas	aye
Ms. Zahler	absent
Mr. Hertzler	aye
Mr. Boggs	aye
Mr. Goldman	aye

Vote: 4-0  
Date Adopted: 8/28/18

**EXECUTIVE SESSION:**

Mr. Goldman moved to go into Executive Session at 8:56 pm for the purpose of discussing potential litigation, seconded by Mr. Boggs and passed unanimously.

Ms. Thomas moved to end Executive Session at 9:30pm, seconded by Mr. Hertzler and passed unanimously.

**PRIVILEGE OF THE FLOOR:**

(none)

**ADJOURN:**

Ms. Thomas moved to adjourn the meeting at 9:30pm; seconded by Mr. Goldman.

**APPENDIX:**

**ADDENDUM TO CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY**

(5020-5036 Jacksonville Road, Town of Ulysses tax parcel numbers 25.-4-26 and 25.-4-27)

This Addendum is entered into on August 30, 2018 by and between the Town of Ulysses, a New York municipal corporation with offices at 10 Elm Street, Trumansburg, New York 14886 (hereafter referred to as “the Town” or “the Seller” and Cameron Neuhoff, residing at 5020 Jacksonville Road, Trumansburg, New York 14886, hereafter referred to as “Neuhoff” or “the Buyer.”

WHEREAS, the parties entered into a Contract for Sale and Purchase of Real Property on March 20, 2018, for property located at 5020-5036 Jacksonville Road, Town of Ulysses, identified as Town of Ulysses tax parcel numbers 25.-4-26 and 25.-4-27 (hereafter referred to as “the Property;” the Contract is hereafter referred to as “the March 2018 Contract”); and

WHEREAS, the March 2018 Contract provided that the property was subject to the restrictive covenants set forth in the deed to the Seller, and such covenants included a provision that the Property was sold in “as-is, where-is” condition; and

WHEREAS, the transaction closed on May 8, 2018, and the Warranty Deed to the Buyer contained a provision stating that the property was sold in “as-is, where-is” condition, which provided a follows:

“As-is, where-is. As a material part of the consideration for this deed, Grantor and Grantee acknowledge and agree that Grantee is taking the Property “as is, where is, with all faults,” with any and all latent and patent defects and that there is no warranty by Grantor that the Property (or any part thereof) has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, agreement, inducement or other assertion with respect to the condition of the Property (to include, without limitation, the environmental or physical condition of the Property or building), but is relying solely on Grantee’s examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties or representations by Grantor of any kind. Grantee’s acceptance of the Property is at the sole risk and liability of Grantee with respect to i) the present status and condition of the Property, and ii) the suitability, fitness or acceptability of the Property for Grantee’s purposes. Further, Grantee acknowledges and stipulates that he has had access to the Property to conduct his own investigation and assessment and is well aware of the condition of the Property and Building.”; and

WHEREAS, prior to the purchase of the Property, even though the property was sold “as-is, where-is” and the Town has no responsibility for the condition of the Property, the Town commissioned a thorough environmental assessment by one professional, which was reviewed by another, who are both experts in asbestos detection and abatement (hereafter referred to as “the Environmental Assessment.”). The professionals tested for asbestos inside and outside the building, but for reasons unknown to the Town, not the area between the first and second floors; and

WHEREAS, the Environmental Assessment identified two kinds of asbestos that are relatively easy to abate in the Environmental Assessment, the results of the Environmental Assessment were shared with the Buyer and were taken into account when the purchase price was set; and

WHEREAS, after closing, a qualified licensed asbestos abatement specialist hired by the Buyer discovered asbestos between the first and second floors of the building on the Property that is difficult and expensive to abate, and the Buyer obtained quotations for removal thereof by qualified, licensed asbestos abatement contractors, showing that the cost will be approximately \$30,000-34,000; and

WHEREAS, the Buyer acknowledges that the Seller has no responsibility or liability for the asbestos abatement and the cost thereof; and

WHEREAS, the Buyer reaffirms the “as-is, where-is” clauses and all other provisions of the March 2018 Contract and the Deed; and

WHEREAS, the Town Board determined that it will promote the health, safety and welfare of the residents of the Town for the historic old church on the Property to be preserved and renovated in a manner that will protect its historic features, and such requirements are included in the Deed, and

WHEREAS, the Town Board determined that the presence of asbestos on the premises and the cost of removal thereof would hamper the Buyer’s efforts to restore the church on the Property in the manner required by the Deed; and

WHEREAS, the Town Board by resolution adopted on August 28, 2018 authorized the Town Supervisor to enter into this Addendum;

NOW THEREFORE, the parties agree as follows:

1. Paragraph 4 of the March 2018 Contract will be amended and replaced by the following provision: “The Purchase Price shall be \$30,000.”
2. The Town will return the sum of \$20,000 (the difference between the original purchase price of \$50,000 and the reduced purchase price of \$30,000) to the Buyer within a reasonable time after the date of this Agreement.
3. The Town requires a professional contractor to abate the asbestos who will fulfill the rules and regulations that are in effect for asbestos abatement.
4. Except as modified by this Addendum, the terms and provisions of the March 2018 Contract and the Deed shall remain in full force and effect and both parties reaffirm all such provisions.

Town of Ulysses

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Elizabeth G. Thomas, Town Supervisor

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Cameron Neuhoff

*Respectfully submitted by Carissa Parlato on 9/4/18.*