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**TOWN OF ESOPUS
TOWN BOARD MEETING
December 19, 2024, 7:00 PM**

A regularly scheduled Town Board Meeting was held in person on December 19, 2024, at 1 Town Hall Way, Ulster Park. The following persons in attendance:

**Councilman Laura Robinson
Councilman Evelyn Clarke
Councilman Kathie Quick
Councilman Jared Geuss
Supervisor Danielle Freer**

Administrative Recorder: Holly A. Netter, Town Clerk, RMC

4 WAYS TO GIVE PUBLIC COMMENT:

- 1.) **In-Person – Attend the Workshop**
- 2.) **Phone in:** Leave a voicemail on 845 331 0676 before the meeting
- 3.) **EMAIL – lreynolds@esopus.com with the subject line “Public Comment”**
- 4.) **MAIL – mail written comments to:**
*Town of Esopus, P.O. Box 700
Port Ewen, NY 12466*

Supervisor Danielle Freer called the meeting to order at 7 pm.

PLEDGE TO THE FLAG

PUBLIC COMMENT - NONE

SUPERVISOR FREER MOVED TO CLOSE THE PUBLIC COMMENT. COUNCILMAN JARED GEUSS SECONDED THE MOTION. ALL MEMBERS PRESENT WERE IN FAVOR, AND THE MOTION CARRIED.

SETTLEMENT AGREEMENT - CITY OF KINGSTON FOR “ASLAN PELLETIZER COSTS”

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of this by and among the CITY OF KINGSTON, NEW YORK and the TOWN OF ESOPUS, NEW YORK on the dates of the acknowledged signatures below.

1. DEFINITIONS As used in this Settlement Agreement, the following terms shall have

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the following meanings:

a. "Aslan Pelletizer Costs" means any and all costs incurred by Kingston arising from or relating to: (i) a certain BIOSOLID EQUIPMENT AND MANAGEMENT AGREEMENT dated August 20, 2004 between Kingston and Aslan Environmental Services, LLC (a copy of which was filed in the Action as NYSCEF Docket #7 pg. R47 – R60) and any amendments thereto; and/or (ii) lawsuits entitled The City of Kingston, New York v. Aslan Environmental Services, LLC, N.Y.S. Supreme Court Ulster County Index No. 16-1227 and Aslan Environmental Services, LLC v. The City of Kingston, N.Y.S. Supreme Court Ulster County Index No. 1730/2016, including, without limitation all sums paid by Kingston to satisfy an Amended Judgment dated October 13, 2021 (a copy of which was filed in the Action as NYSCEF Docket #16); and/or (iii) the \$119,408.49 "Pelletizer Litigation" charge set forth in an invoice Kingston rendered to Esopus dated October 4, 2022 (a copy of which was filed in the Action as NYSCEF Docket #23).

b. The "Action" means a civil action pending in the New York State Supreme Court in and for the County of Ulster entitled City of Kingston v. Town of Esopus, Index No. EF2024-1495.

c. "Esopus" means the Town of Esopus, New York, a municipal corporation.

d. "Intermunicipal Agreement" means, collectively: (i) a contract entitled "Inter-Municipal Agreement" dated July 2, 1975, filed as NYSCEF Docket #19 in the Action; (ii) an amendatory "Agreement" dated May 21, 1997, filed as NYSCEF Docket #20 in the Action; and (iii) an amendatory "Agreement" dated June 19, 2009, filed as NYSCEF Docket #21 in the Action.

e. "Kingston" means the City of Kingston, New York, a municipal corporation.

f. "Parties" / "Party." The term "Parties" refers collectively to Kingston and Esopus, and each of those entities is individually a "Party."

g. "Payment Date" means thirty (30) calendar days after the first date by which all of the Parties (as defined herein) have signed their acknowledged signatures to this Settlement Agreement; provided, however, that if said thirtieth (30th) day is a Saturday, Sunday, or legal holiday, the Payment Date shall be the next business day thereafter.

h. "Settlement Sum" means the Settlement Sum defined in §3 of this Settlement Agreement.

2. PURPOSE. The purpose of this Settlement Agreement is to fully and finally settle the

Action and all disputes between the Parties concerning their respective obligations regarding the Aslan Pelletizer Costs.

3. SETTLEMENT SUM. In consideration for the promises, releases and undertakings made in this Settlement Agreement, Esopus hereby promises to pay Kingston the sum of Forty Thousand (\$40,000.00) Dollars, United States Currency (the "Settlement Sum"). Esopus shall pay the Settlement Sum by official check or bank check, and deliver it to Kingston at Kingston City Hall, 420 Broadway, Kingston, N.Y., to the attention of Barbara Graves-Poller, Esq. on or before the Payment Date. Kingston agrees to accept the Settlement Sum as final settlement of Esopus's purported share of the Aslan Pelletizer Costs under the Intermunicipal Agreement, and agrees not to invoice Esopus for any additional Aslan Pelletizer Costs in the future. Failure by Esopus to deliver the Settlement Sum in strict accordance with this paragraph shall result in the Settlement Sum increasing by \$500 for each late day, up to \$70,552.65. Such increase shall not be construed as a penalty for late payment but rather a material term of the negotiated compromise on Kingston's claim for damages as currently alleged in the Action.

4. RELEASE BY KINGSTON TO ESOPUS. Kingston hereby releases, remises, acquits and forever discharges Esopus and any and all of its respective present and former departments, administrators, affiliates, agents, attorneys, directors, distributors, employees, insurers, licensees, officers, representatives, successors and assigns (the "Esopus Releasees") from any and all accounts, actions, agreements, and demands of any nature, bills, bonds, causes of action, claims, controversies, costs and expenses, damages, debts, demands, execution, extents, fees (including but not limited to attorneys' fees), injuries, judgments, liabilities, liens, losses, obligations, promises, reckonings, specialties, suits, sums of money, trespasses, variances, whatsoever, in law or in equity, whether known or unknown, arising from or relating to the Aslan Pelletizer Costs, including the claims that Kingston has pleaded in the Action.

5. RELEASE BY ESOPUS TO KINGSTON. Esopus hereby releases, remises, acquits and forever discharges Kingston and any and all of its respective present and former departments, administrators, affiliates, agents, attorneys, directors, distributors, employees, insurers, licensees, officers, representatives, successors and assigns (the "Esopus Releasees") from any and all accounts, actions, agreements, and demands of any nature, bills, bonds, causes of action, claims, controversies, costs and expenses, damages, debts, demands, execution, extents, fees (including but not limited to attorneys' fees), injuries, judgments, liabilities, liens, losses, obligations, promises, reckonings, specialties, suits, sums of money, trespasses, variances, whatsoever, in law or in equity, whether known or unknown, arising from or relating to the Aslan Pelletizer Costs.

6. DISCONTINUANCE OF THE ACTION. Promptly after Esopus's delivery of the Settlement Sum to Kingston, counsel for the Parties will execute and file with the Court a stipulation discontinuing the Action with prejudice and without costs to either party. The Parties understand and agree that they are each responsible for their own litigation costs and

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attorneys' fees in connection with the Action, and shall not be entitled to reimbursement from the other Party for litigation costs and attorneys' fees.

7. GOVERNING LAW. This Agreement, and the performance of obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles.

8. CONSTRUCTION. This Settlement Agreement has been drafted jointly by the Parties with the assistance of counsel. Any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Settlement Agreement. In the event an ambiguity or question of intent or interpretation arises, this Settlement Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Settlement Agreement.

9. COUNTERPARTS. This Settlement Agreement may be signed in two or more identical counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same enforceable instrument. Receipt by a Party's counsel of the Settlement Agreement executed by the other Party in electronic form shall be sufficient to bind the Parties, provided, however, that the original signature shall be sent by the Party to the other Party's counsel by DHL, Federal Express, or similar service.

10. REPRESENTATION OF AUTHORITY. The Parties mutually represent to each other that they have the authority to enter into this Settlement Agreement. These mutual representations are a material inducement to the Parties' entering into this Settlement Agreement.

11. ENTIRE AGREEMENT; AMENDMENT. This Settlement Agreement sets forth the entire agreement and understanding among the Parties with respect to settlement of the Action and their respective disputes concerning the Aslan Pelletizer Costs. This Settlement Agreement may not be modified, altered or changed except upon express written consent of an authorized representative of each of the respective Parties, wherein specific reference is made to this Settlement Agreement.

12. INTERMUNICIPAL AGREEMENT. This Settlement Agreement does not constitute a release, novation or amendment of the Intermunicipal Agreement.

COUNCILMAN JARED GEUSS MOTIONED TO AUTHORIZE SUPERVISOR DANIELLE FREER TO SIGN THE ABOVE SETTLEMENT AGREEMENT WITH THE CITY OF KINGSTON AND AUTHORIZE PAYMENT OF \$40,000 FOR THE PURPORTED SHARE OF THE ASLAN PELLETIZER COST. COUNCILMAN EVELYN CLARKE SECONDED THE MOTION. A ROLL CALL VOTE WAS TAKEN:

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COUNCILMAN LAURA ROBINSON	AYE
COUNCILMAN EVELYN CLARKE	AYE
COUNCILMAN KATHIE QUICK	AYE
COUNCILMAN JARED GEUSS	AYE
SUPERVISOR DANIELLE FREER	AYE

ALL MEMBERS PRESENT WERE IN FAVOR: MOTION CARRIED.

MOTION TO SET 2025 ORGANIZATIONAL MEETING DATE

SUPERVISOR DANIELLE FREER MOVED TO SET THE 2025 ORGANIZATIONAL MEETING FOR JANUARY 9, 2025, AT 7 P.M., AT 1 TOWN HALL WAY, ULSTER PARK. COUNCILMAN JARED GEUSS SECONDED THE MOTION. ALL MEMBERS PRESENT WERE IN FAVOR, AND THE MOTION CARRIED.

Liaison Lightening Round:

Supervisor Freer:

Wurtz St Bridge will be closed for lighting repair next week. Although the sign says 12/23, the DOT is not sure of the exact day. Once Supervisor Freer finds out, she will post the news on the website and on social media.

Highway Department—This is a reminder that parking on the streets is prohibited until April. The highway will issue tickets and have cars towed if needed.

Councilman Geuss:

Water & Sewer – Settlement previously discussed. The water main brake on Broadway was patched quickly.

Transfer Station – Construction has begun re-positioning the boxes due to the solar project fence issue. Concrete pads were poured today,

Councilman Quick:

Zoning Board -variance granted for summer cottage and sign on 213.

Waterfront Advisory Board – meeting canceled

Councilman Clarke:

EDC – Tug Boat Trail successful

Environmental Board: There is nothing new. They are still looking for more people to fill vacancies, and Mark no longer wants to be chair. There is a desire to have co-chairs.

Councilman Robinson:

Parks & Rec Parade had a great turnout. There were 45 floats, and the kids loved the cookies, hot chocolate, and Santa.

Parks, Buildings, & Grounds: We are working on Cas Landi, and the new park equipment was ordered. Laura will meet with Mike Cafaldo to discuss the wet areas and how they can be managed.

BUDGET ADJUSTMENTS DECEMBER 2024

Be It Resolved by the Town Board of the Town of Esopus, County of Ulster, as follows:

Whereas the Town of Esopus has been presented with budget adjustments, which the town board has examined and approved.

Therefore, Be It Resolved that the following budget adjustments be approved for payment

**:AO 0599.000 Fund Balance to AO 5182.401 \$5,745.01
Esopusol & Central Hudson**

**AO 9010.800 \$8,380.00
NYS Retirement**

**DA 0599.000 to DA 9010.800 \$10,018.00
NYS Retirement**

**SS 0599.000 to SS 9010.800 \$10,000.00
NYS Retirement**

**SW 0599.000 to SS 9010.800 \$10,000.00
NYS Retirement**

**OFFERED BY: SUPERVISOR DANIELLE FREER
SECONDED BY: COUNCILMAN LAURA ROBINSON**

**COUNCILMAN LAURA ROBINSON AYE
COUNCILMAN EVELYN CLARKE AYE
COUNCILMAN KATHIE QUICK AYE
COUNCILMAN JARED GEUSS AYE
SUPERVISOR DANIELLE FREER AYE**

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SUPERVISOR FREER MOVED TO EXIT THE EXECUTIVE SESSION AT 8:22 P.M. COUNCILMAN JARED GEUSS SECONDED THE MOTION. ALL MEMBERS WERE IN FAVOR, AND THE MOTION CARRIED.

Action: none

KEY UPCOMING DATES

12/25 Town Hall Closed: Christmas Day

1/1 Town Hall Closed: New Year's Day

*VISIT OUR WEBSITE AND SOCIAL MEDIA PAGES (FACEBOOK & INSTAGRAM) FOR MORE INFORMATION

ADJOURNMENT

SUPERVISOR FREER MOVED TO ADJOURN THE MEETING AT 8:22 PM, SECONDED BY COUNCILMAN JARED GEUSS. ALL MEMBERS PRESENT WERE IN FAVOR, AND THE MOTION CARRIED.

*Respectively Submitted,
Holly A. Netter
Town Clerk, RMC*