

At the Farmington Town Board Meeting, held in the Town Hall or by Phone/Video Conferencing on the 8<sup>th</sup> day of July, 2025, at 6:30 PM, there were:

**PRESENT:** Peter Ingalsbe – Supervisor  
Mike Casale – Councilman  
Steven Holtz – Councilman  
Nate Bowerman – Councilman  
Ron Herendeen – Councilman  
Michelle Finley – Town Clerk

Also present in person: **Dan Delproire** - Code Enforcement Officer, **Aaron Bissell** – Water & Sewer Superintendent, **Tim Ford** – Highway Superintendent, **Ron Brand** – Director of Planning and Development, **Bill Davis** – MRB Group, and **Jeff Graff** – Town Attorney, **Dimitri Stefanou**

Also present by telephone/video conferencing was: **John Piper**- Consultant, **Jennifer Goodell** – Water & Sewer employee, **Jennifer Ford** – Town employee

**PUBLIC DISCUSSION:**

Mr. Stefanou stated that he is the managing member of Terrace Apartments and Farmington Manor, the two complexes that are located on Terrace Lane off Route 332. He commented that he read the April 8<sup>th</sup> meeting minutes and that he looked over the findings in a letter from the Town Board, and he finds it to be an interesting letter, and thought for the most part it was accurate going back from today to up until the 90's, but what he really is questioning and concerned about is why is the Board and the Supervisor obstructing when trying to come up with a resolution with this matter. He added that they are trying to come up with a resolution, trying to put pieces together, and they are trying to move forward. Mr. Stefanou stated that he arranged a meeting with the Water & Sewer Superintendent, Aaron Bissell, and they had a meeting set for July 14<sup>th</sup> at 11 am, and then Mr. Bissell reaches out to him stating that the Town Board and the Supervisor do not want them to meet and cancelled the meeting. Mr. Stefanou asked why is the Board and the Supervisor obstructing? Supervisor Ingalsbe replied that when he was informed that meeting had been setup and because they are in town court, he suggested that they not meet until they settle the current situation. Mr. Stefanou asked if the Board takes that same position. Councilman Holtz replied yes if they are under current litigations and he stated that they had a court date for last month and it was postponed by Mr. Stefanou. Mr. Stefanou stated that there have been multiple adjournments from both sides. Councilman Holtz asked Mr. Stefanou if the last meeting was adjourned at his request, Mr. Stefanou replied yes. Councilman Bowerman stated that it has been a long-standing policy that if someone is taking the town to court and there is an active litigation, that the Town is not going to have individual meetings on that matter outside of Town Board meetings or court hearings. Mr. Bissell stated that it was his mistake being a new employee. Mr. Stefanou commented that the action was brought up against him by the town and not him against the town.

Mr. Stefanou commented that at the last meeting they discussed that the Town wanted to resolve the issue and moving forward have it resolved. He stated that it would have been valuable for the new Water & Sewer Superintendent to visit the site to see what is going on with his own eyes, so he has an understanding and feeling of what is there and how they are going to deal with the past and how they are going to move forward. Mr. Stefanou asked Mr. Bissell is he was going to respond to his letter requesting documentation regarding the property, Mr. Bissell replied that was not going to respond due to being in active litigation at this time and does not feel it is owed a response. Mr. Stefanou commented that Mr. Bissell's office is the only one that has the information he is requesting.

Supervisor Ingalsbe asked Mr. Stefanou to repeat what he is asking for. Mr. Stefanou stated that his position with the town is that the town is responsible for the fire hydrants and that they are demanding that the water department confirm in writing that the hydrants are services and functional. He stated that at the April 8<sup>th</sup> meeting, he provided a recorded document showing a sewer easement was put in place in the 60s and that this would confirm the sewers are the responsibility of the Farmington Water & Sewer Department. He is demanding a status update on the quality of the sewers. Supervisor Ingalsbe commented that the hydrants and the water line, is Mr. Stefanou's contention, that the town owns them, and they do not. Mr. Stefanou stated that he also would like the consumption reports for Big Pan Company since June of 2014. Supervisor Ingalsbe replied that the town has the bills from the master meter probably going back to 2014, and in Mr. Stefanou's letter, he states that the hydrants are the town's responsibility and when did the town service them, and that is where they disagree because they are not the responsibility of the town. Supervisor Ingalsbe commented that there is only a sewer easement, it does not say that the town owns the sewer. He added that Mr. Stefano asked the Water & Sewer Superintendent to verify what condition the sewers are in and that is not the town's responsibility just because there is an easement. Mr. Stefanou commented that a letter stating the town's position would be helpful and courtesy to respond to a letter. Councilman Bowerman stated that Mr. Stefanou is going around the court and asking for documents and dictating the terms Mr. Stefanou wants in the letter from the town in his favor, he added that the town has a court proceeding and thinks going to the Water & Sewer Superintendent is inappropriate. Mr. Stefanou replied that the Water & Sewer Superintendent could answer the question and has nothing to do with court, the only thing in front of the court is the fire hydrants and that is because the town took action against him. Supervisor Ingalsbe commented because Mr. Stefanou had not serviced the hydrants. Councilman Bowerman commented that Mr. Stefanou's letter had to do with both sewer and fire hydrants and the town wasn't just going to comment on one. Mr. Stefanou replied that is fine and Mr. Bissell can take advise from whomever he would like then.

Going back to the Town Board's findings, Mr. Stefanou commented that it is obvious that the Board is entitled to their own opinions but not to their own facts and that the facts are very simple, there was no vault in 1968 and there is no proof that the vault was installed in 1978, and the only hard evidence proof that they have is that in 1999 the DOT showed a vault in the right-of-way. Supervisor Ingalsbe asked Mr. Stefanou what year was the vault shown in the right-of-way, Mr. Stefanou replied 1999, Supervisor Ingalsbe asked him when did he purchase the property, Mr. Stefanou replied in 2014. Mr. Stefanou stated that no vault existed there in 1968 and no idea going backwards from 1998. He stated that the water was to be billed on consumption, which he said was not, and no document has been recorded that he has found and that there is no documents recording any change in the agreements between the municipality and any owner of that property. Mr. Stefanou stated that in 1968, those five meters were read, nothing with the fire hydrants, even though they were there and if there was any type of change it would have been put in writing and recorded, and there is nothing, not even at the county, that states the Town of Farmington transferred water and/or sewer back to the owner. He added that since 1968 the town billed the complex only for the consumption of water.

Mr. Stefanou stated that he reached out to the manufactures of the meters and what they found was that Rockwell International had a municipal utility division and in talking with them, they only sold meters to municipalities and that they did not sell to the public. He stated that the properties located in the back all have the Rockwell Meters that are marked municipal utility division so there is no way the property owner bought the meters. Mr. Stefanou stated that the property in the back when it was built in 1981 and 1983, went through Department of Agriculture, and the federal government requires dedicated utility services. He stated that it is all coming together now, you have municipal meters in those buildings that received federal funding, there's municipal water, dedicated utilities, and a sewer easement dated in 1967, so again the sewer is from the municipality. He then moved on to the vault, and stated that it is an interesting thing, and that spoke with someone from the NYS DOT and their position is that the vaults are put in by the municipality almost 100 percent of the time, the DOT is concerned because the vault is in the right-of-way and he does not have an issue with that, but was told that DOT is going to barrel that vault because he brought it to their attention that the door is broken on it and he did not want anyone getting hurt, and he was told that they (NYS DOT) will take responsibility and will be taking care of it and barreling it.

Mr. Stefanou stated that he talked with the previous owner and it is his position that Terrace Apartments did not put the vault in and that the previous owner is willing to go to court testifying to that. He stated to the Board that they are not getting anywhere, they're not figuring out how to move forward, they're not getting any cooperation, he is being obstructed, and that the town sent the bill to the county knowing that Big Pan Company did not consume all that water, which they were not supposed to do, and the town used the county to be the strong man to get your funding to pay the water bill. He commented that he has asked politely and is not getting anywhere so he has engaged the Attorney General's Office and they did get back to him stating that they reviewed the inquiry, and that they assigned it to someone and opened a case file. He stated that he also reached out to the EPA and the Department of Interior. He stated that the town does not have any documentation, no proof, and that Dan was kind enough to find the minutes from 1978 but it is not even accurate because he was saying it was for approval of a three-story brick building with 16 units, and the buildings are 12 units, two stories, with aluminum siding. Mr. Stefanou stated that he keeps finding more and more information that points the finger that this is the town's responsibility, and that the town keeps on stonewalling and that he is prepared to file an Article 78 and the previous owner might be bringing his own action against the town. Mr. Stefanou stated that they have tried to resolve this, and that Dan has been more than cordial, very kind, and sharing information but the Town Board continues to have a blind eye and Rockwell is willing to go on the stand in court and testify that the meters were only sold to municipalities. He added that the Board has been given all this information and it continues to pile up but it is still their position that it's not their problem. Mr. Stefanou stated that if it were really important to the Board, they would get off their butts and do something and that the Board claims it is an emergency to get the fire hydrants serviced but they are doing nothing. Supervisor Ingalsbe commented that the Town took him to court because he will not service them because they are not the towns, they are private. Mr. Stefanou stated that the fire hydrant on the front of Rt. 332 that the town service is the same exact same hydrant that is on the property, and furthermore, since 1968 for two decades the town serviced those two hydrants. Supervisor Ingalsbe replied that there is no proof of that. Mr. Stefanou asked where is the proof from the town that they are not the towns, he has proof that they are not his, the town has nothing.

Supervisor Ingalsbe introduced the town attorney, who has reviewed this, and who gave the town some information on the constitutionality of all this. Mr. Graff stated to Mr. Stefanou that he himself just said to the Board that there are no documents for the town to provide relative to what he is talking about and what that means is that the town has no proof, as Mr. Stefanou is asking for, that has rights to anything on his property. Mr. Graff added that the town is a government, and a government cannot simply take private property unless they use a procedure called eminent domain or of the owner voluntarily gives the town rights or title to what Mr. Stefanou is talking about; so in this case, they are talking about a water easement, that is a voluntary document signed by the property owner that gives the town rights to enter your private property for the purpose stated in the easement, in this case, to service the water, run the line, etc.. Mr. Graff stated that an easement only gives rights to go onto the property and do things on the property, but it does not transfer ownership of things. He added that if the town owned the waterlines and the hydrants, they would have documentation to prove that, and you cannot prove a negative so for Mr. Stefanou saying for a fact that the town does not have documents to show that he is the owner is proof that that the town is the owner does not make any logical sense. For the town if they were the owner, they would a bill of sale and would show they took title, Mr. Graff stated that he has worked with the town for over 25years and that is how it is always done for different types of subdivisions that are giving the town water easements, sewer easements, drainage easements, and sidewalk easements; the town gets an easement and a bill of sale to prove that the owner is transferring the title to the waterline, the sewer line, drainage, sidewalks and without that, the town has no basis to say they are owner of those things, in this case, it would be the water lines and hydrants, and just Mr. Stefanou saying so does not make it so, him saying that there is a picture of a meter that is only sold to municipalities isn't proof, it is called conjecture, it's an assumption based on whatever it is he found in his research, but it is not proof, proof would be a bill of sale from the owner to the town that is part of the town's records, and it doesn't exist, there is no easement that they know of that exists to prove the town has the right to enter his property, and if the town just entered private property that is a constitutional violation, the town can not do that, it is a government. Mr. Graff added that the town can not give a benefit to a private property owner, New York State Constitution forbids specifically government entities, including towns, from going onto private properties and benefiting them, or giving a private entity or private person a public benefit in way of money, in the way of town resources such as use of town labor, use of town equipment, use of town materials, the town cannot do that, it is constitutional prohibit under Article 8 Section 1 of the NYS Constitution, the town can not simply go on to Mr. Stefanou's private property and benefit him no more than they can go to the Supervisor house and plow his driveway with town equipment, it can not be done. Mr. Graff stated that with proof, the town has no basis to claim ownership, to claim responsibility, or the improvements on Mr. Stefanou's property, and Mr. Graff is sure if Mr. Stefanou went back and looked at the deed when he bought the property back in 2014, or whenever Mr. Stefanou purchased the property, that deed conveys all titles to that land, including all improvements thereon, improvements thereon include buildings, paved driveways, fences, and it includes water lines and hydrants. Mr. Graff stated to Mr. Stefanou that when he bought the property, he bought everything that is on it and in it and the town does not own anything on his property and they are constitutional forbidden to go onto his property and doing it. Mr. Stefanou stated that there is a sewer easement. Mr. Graff replied that is correct, that the owner voluntarily gave an easement that the town accepted, and the town searched for a water easement to try to show that they had rights, not found, but like the sewer easement, if they had rights to the water, there would be that same type of document but for water, and that does not exist.

Mr. Stefanou commented that there were town employees on the property taking care of the hydrants several times were either criminal trespassers or it would prove that the town is responsible for the hydrants. Mr. Graff stated that he disagrees completely with Mr. Stefanou's statement. Mr. Stefanou stated that he was not going to argue with a lawyer without his counsel present. Councilman Bowerman stated that Mr. Stefanou has no proof town employees went onto his property, and the girls were painting the hydrants. Mr. Stefanou commented that there was a town truck as well and he can pull pictures out to show. Councilman Bowerman stated at first is showed one LLC for the single property, then later on, probably to get the credits for the low-income housing, it was split into two LLC's, but originally one entity was on the paperwork, then once it was divided, the master meter was put in, it was servicing one entity, one LLC and every year it was paid by somebody. Councilman Bowerman asked who was paying the bills for years. Mr. Stefanou replied that the town would have to ask the previous owner when he brings a class

action against the town. Councilman Bowerman stated to Mr. Stefanou that he bought property with problems and now wants the town to take care of it. Mr. Stefanou replied that the town is lying and would like the town to step up and own to it. Councilman Bowerman stated to Mr. Stefanou that he is the one lying.

Supervisor Ingalsbe commented that there is little documentation for the sewer easement that is in place, and there is no documentation that the town took ownership of the sewer easement, meaning there is no bill of sale. Mr. Stefanou asked when did that policy come to place for the town. Mr. Graff commented that it is not a policy, it is a means of conveying a title to a personal property, such as sewer pipes, and an easement only grants rights over the property, rights to enter the property, to walk the property, it doesn't say the town has a responsibility service it, just to say they have the right to do whatever and it certainly does not convey title to the improvements within that easement, that is done by a bill of sale or some other conveyance document, that says I the owner hereby transfer the title of these private things on my property to the town. Mr. Graff stated that the town is again saying that they have no proof of such a document exists and that Mr. Stefanou has no such proof that document exists either and without it, the town can not claim it owns things on his property, and again he is asking the government to take dominion over his property which is constitutionally forbidden. Mr. Stefanou asked if it is the town's position that they do not have a sewer easement. Mr. Graff replied no, that the town does not have ownership. Mr. Stefanou stated that he will be filing an Article 78.

Michelle A. Finley, MMC, RMC -Town Clerk