

**PUBLIC HEARING 3.16.21 – 6:45 PM
INTRODUCTORY LOCAL LAW #3 OF 2021
“MODIFICATION TO CH. 185, TOWING”**

Due to the COVID-19 pandemic and Governor Cuomo’s Executive Order No. 202.1, a Public Hearing was held on Tuesday March 16, 2021 at 6:45PM via ZOOM videoconferencing, a cloud based platform for video and audio conferencing. Although there was no physical meeting location, the public hearing was deemed to be conducted in the Boardroom of the Village Hall, 7 Stage Road Monroe, NY. All Board Members and members of the public were able to attend participating in the Meeting by videoconferencing in via the web link or telephone number provided by Deputy Clerk Zahra. The second Public Hearing was held to review changes made to Introductory Local Law #3 of 2021 entitled “Modifications to Chapter 185, Towing” that were derived from comments made from the public after the first public hearing held on February 2, 2021.

Present: Mayor Dwyer, Trustees Alley, Behringer, Houle and Karl
Also present: Attorney Terhune, Deputy Clerk Zahra and Police Chief Guzman

Absent: Village Clerk Baxter (medical)

On a motion by Trustee Karl, seconded by Trustee Houle, and carried, the public hearing was opened at 6:45 PM.

There were 3 people from the public present for the public hearings. There was no written correspondence received. The public hearing was left open for 17 minutes.

Richard Sarajian Esq. of Montalbano, Condon, & Frank P.C., 67 North Main Street, New City, NY 10956, Attorney for Apple Auto Body and Loyal Tire Center thanked the Board for their changes and his opportunity to speak. However, he did express that he felt the Board should leave the Public Hearing open so that concerns pertaining to the Local Law could be submitted.

With no further comments or questions, on a motion by Trustee Houle, seconded by Trustee Behringer and carried, the public hearing was closed at 7:02 PM.

To hear the entire text of this public hearing, please reference the audio on file in the Village Clerk’s office.

**BOARD OF TRUSTEES MEETING
TUESDAY, MARCH 16, 2021
(www.villageofmonroe.org)**

Due to the COVID-19 pandemic and Governor Cuomo’s Executive Order No. 202.1, the second of the bi-monthly meetings of the Board of Trustees was held on Tuesday, March 16, 2021 beginning at 7:02PM via ZOOM videoconferencing. Although there was no physical meeting location, the meeting was deemed to be conducted in the Boardroom of the Village Hall, 7 Stage Road Monroe, NY. Mayor Neil Dwyer called the meeting to order and led in the pledge to the flag.

Present: Mayor Dwyer; Trustees Alley, Behringer Houle and Karl
Also present: Attorney Terhune, Deputy Clerk Zahra, Police Chief Guzman, Treasurer Murray, Building Inspector Cocks, Judge Strauss and Water Plant Operator Mabee

Absent: Village Clerk Baxter (medical)

MOTION TO OPEN MEETING:

On a motion by Trustee Houle, seconded by Trustee Alley, the March 16, 2021 Meeting of the Board of Trustees was opened at 7:02PM.

Ayes: Trustees Alley, Behringer Houle and Karl
Nays: None

APPOINTMENT TO VILLAGE OF MONROE’S 3rd PARTY ELECTRICAL INSPECTION LIST / TRI-STATE INSPECTION – CONTINUED

(See 3/2/21 Minutes)

At the March 2, 2021 Board Meeting the Board discussed the appointment of Tri-State Inspection to the Village’s list of 3rd Party Electrical Inspectors and their eligibility to perform third party inspections of

all electrical installations within the Village of Monroe. Pursuant to Village Code Chapter 94, the Village Board appoints these electrical inspectors. Trustee Houle shared that she has been back and forth with the applicant's insurance carrier and is still experiencing difficulty with them and getting them to confirm that actual coverage and naming the Village of Monroe as additional insured. As a result, the Board decided to table the matter to allow Trustee Houle additional time to work things out. Discussion followed.

After a discussion Trustee Houle had with Wyatt Savage, an agent from State Farm, Tri-State Inspection was able to provide the necessary insurance to be added to the Village of Monroe's list of 3rd Party Electrical Inspectors.

On a motion by Trustee Houle, seconded by Trustee Behringer, it was:

RESOLVED, the Board of Trustees approved the request of Tri-State Inspection and hereby appointed them as an approved Electrical Inspection Agency to perform third party inspections on all electrical installations within the Village of Monroe.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle and Karl

Nays: None

RESCIND RESOLUTION FOR ALLOCATION OF FUNDS – CRACK SEALER:

The Board of Trustees at their January 5, 2021 Meeting accepted the bid received from Seal Master / Crack Pro, located at 12 Kyle Street, Manville, NJ and approved the purchase of the crack sealer in the amount of \$52,815.72. The funds for the purchase of this item were to be allocated from A.5110.24 St Maintenance Highway Equipment and A.9950.9000 Highway Equipment Reserve. At this time, the Board has reviewed their payment plan and decided to modify it.

On a motion by Trustee Houle, seconded by Trustee Alley, it was:

RESOLVED, the Board of Trustees rescind the prior resolution from the January 5, 2021 Minutes, page 258, allocating funds for the purchase of the crack sealer in the amount of \$52,815.72 from A.5110.24 St Maintenance Highway Equipment and A.9950.9000 Highway Equipment Reserve.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, and Houle

Nays: Trustee Karl

BOND ACCEPTANCE FOR ACQUISITION OF VARIOUS EQUIPMENT:

On a motion by Trustee Houle seconded by Trustee Karl, it was:

Trustee Houle offered the following resolution and moved its adoption:

BOND RESOLUTION OF THE VILLAGE OF MONROE, NEW YORK, ADOPTED MARCH 16, 2021, AUTHORIZING THE ACQUISITION OF EQUIPMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$139,700, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$139,700 TO FINANCE SAID APPROPRIATION

THE BOARD OF TRUSTEES OF THE VILLAGE OF MONROE, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

Section 1. The Village of Monroe, in the County of Orange, New York (herein called the "Village"), is hereby authorized to acquire various items of equipment, including (a) a highway crack sealer at the estimated maximum cost of \$52,815 and (b) a weed harvester at the estimated maximum cost of \$86,885. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$139,700 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of \$139,700 bonds of the Village to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Village in the principal amount of \$139,700 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued is fifteen (15) years; however, the bonds authorized pursuant to this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds, shall mature no later than five (5) years after the date of original issuance of said bonds or notes.

(b) The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately, and the Village Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in "*Times Herald Record*," a newspaper having a general circulation in the Village and hereby designated the official newspaper of said Village for such publication.

The adoption of the foregoing resolution was seconded by Trustee Karl and duly put to a vote on roll call, which resulted as follows:

AYES: Mayor Dwyer, Trustees Alley, Behringer, and Houle

NOES: Trustee Karl

The resolution was declared adopted.

EVENT APPLICATION – MONROE CLEAN SWEEP 2021

An event application was submitted by Paul Campanella, Board member of the Greater Monroe Chamber of Commerce, for the Monroe Clean Sweep 2021 event to be held on Saturday, April 24, 2021 from 8:00 AM to 12:00 PM. This joint event between the Town of Monroe and Villages of Harriman and Monroe will involve picking up trash and debris along roads within these municipalities. Start and end point will be at St. Anastasia's Parking Lot on Rt. 17M in Harriman, NY. Certificate of Insurance has

been filed and they have asked that all fees be waived since this is a public service being done by volunteers that benefits the Community. The Greater Monroe Chamber of Commerce is also a NYS Not-for-Profit 501.c.6. The application has been reviewed by the Building Department, the DPW and the Police Department. There are no additional costs for additional police protection. There will be an on-duty officer to assist the volunteers and monitor vehicular traffic and pedestrian crossing. Due to the COVID-19 pandemic, social distancing will be maintained and masks will be worn.

On a motion by Trustee Karl, seconded by Trustee Behringer, it was:

RESOLVED, the Board of Trustees approved the event application submitted by Paul Campanella, Board member of the Greater Monroe Chamber of Commerce, for the Monroe Clean Sweep 2021 to be held on Saturday, April 24, 2021 from 8:00 AM to 12:00 PM. This joint event between the Town of Monroe and Villages of Harriman and Monroe will involve picking up trash and debris along the roads within these municipalities. The Board has waived all fees associated with this event being it is a public service being done by volunteers for the betterment of the Community. Due to the COVID-19 pandemic, social distancing will be maintained and masks will be worn.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle, and Karl

Nays: None

GOOSETOWN COMMUNICATIONS / SCADA AGREEMENT FOR THE WATER DEPARTMENT:

On a motion by Trustee Karl, seconded by Trustee Alley, it was:

RESOLVED, the Board of Trustees authorized Mayor Dwyer to enter into the agreement with Goosetown Communications located at 58 North Harrison Avenue, Congers, NY 10920 for the purposes of a Remote Monitoring / SCADA System for the Water Department. The bi-annual five-year agreement in the amount of \$7050.00 will be allocated from F.8340.458 Distribution Equipment Rental.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle, and Karl

Nays: None

WILDLIFE SERVICES AGREEMENT FOR MANAGEMENT OF CANADIAN GEESE:

On a motion by Trustee Behringer, seconded by Trustee Karl, it was:

RESOLVED, the Board of Trustees approved an agreement with USDA-APHIS – Wildlife Services, 572 Third Avenue Extension, Suite 2, Rensselaer, NY 12144 to cooperate in wildlife damage management control of the Canadian Geese in Crane Park. The cost of the program is \$5631.00 allocated from budget line A7110.450 Park Contractual.

BE IT FURTHER RESOLVED, Mayor Dwyer is hereby authorized to sign the cooperative service agreement.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle, and Karl

Nays: None

ADOPTION OF LOCAL LAW #3 OF 2021 – MODIFYING CHAPTER 185 OF THE VILLAGE CODE, “TOWING”:

On a motion by Trustee Behringer, seconded by Trustee Houle, it was: **WHEREAS**, an introductory Local Law, titled “**MODIFYING CHAPTER 185 OF THE VILLAGE CODE, TOWING**,” was introduced before the Board of Trustees of the Village of Monroe on February 2, 2021 and March 16, 2021; and

WHEREAS, a duly published and posted hearing was held on said Local Law on February 2, 2021 and March 16, 2021, whereas public discussion was heard concerning the merits of said Local Law and after hearing from all those present wishing to speak and acknowledging that no written comments had been received, the Board of Trustees declared the public hearing closed on March 16, 2021; and

WHEREAS, the Board of Trustees determined that this is a Type II Action under the State Environmental Quality Review Act (SEQRA), requiring no further SEQRA action.

NOW THEREFORE, BE IT RESOLVED that the introductory Local Law, titled “**MODIFYING CHAPTER 185 OF THE VILLAGE CODE, TOWING,**” is hereby adopted by the Board of Trustees of the Village of Monroe, March 16, 2021, as Local Law No. 3 of 2021 of the Village of Monroe.

Ayes: Mayor Dwyer, Trustees Behringer, and Houle

Nays: Trustee Karl

Abstain: Trustee Alley

LOCAL LAW No. 3 of 2021
Village of Monroe, County of Orange

A Local Law Modifying Chapter 185 of the Village Code, “Towing”

BE IT ENACTED by the Village Board of Trustees of the Village of Monroe, County of Orange, State of New York, as follows:

Section 1. Legislative Findings, Purpose and intent.

The Village Board of Trustees finds and determines that the public interest would be served by modifying Chapter 185 of the Village Code, which Chapter regulates towing vehicles operating within the incorporated Village.

Section 2. Authority.

This local law is enacted by the Village Board of Trustees of the Village of Monroe pursuant to its authority to adopt local laws pursuant to the New York State Constitution and Section 10 of the Municipal Home Rule Law.

Section 3. Chapter 185, titled, “Towing,” of the Code of the Village of Monroe is hereby amended as follows:

Section 185-11, titled “Towing rates/fees,” is deleted in its entirety and the following sections renumbered accordingly.

Section 185-14 (now 185-13), titled, “Schedule of rates/fees,” is modified as follows:

An introductory paragraph is added to read:

It is hereby declared and found that the rates and charges imposed for the towing of disabled motor vehicles in the Village of Monroe is a matter affecting the public interest and consequently should be subject to supervision and administrative control, for the purpose of safeguarding the public against fraud, exorbitant rates and similar abuses. Charges for the transportation, hauling or service of disabled or impounded vehicles shall not exceed the rates established by the Monroe Village Board, which rates may be reviewed annually by the Police Department and the Monroe Village Board with input from licensed tow agencies.

Subsections A and E are deleted in their entirety and a new subsection A and B are added to read as follows:

A. A schedule of towing/impound rates applying to all tow-call list services shall be determined by the Board of Trustees by resolution upon a public hearing duly noticed not less than five days prior and may be modified from time to time in the same manner. No licensee may charge for towing services, cleanup or storage covered by these regulation.

B. Said schedule of charges shall not apply to the towing of motor trucks or special equipment exceeding a one-and-one-half-ton capacity.

The remaining paragraphs shall be alphabetically re-ordered.

Section 185-16 (now 185-15) titled “Information supplied to towed vehicle’s operator/owner,” is modified as follows:

The title of the section is modified by adding “and Village of Monroe Police Department,” after “Information supplied to towed vehicle’s operator/owner.”

The first paragraph, beginning “Each towing firm...” shall be designated as paragraph “A.”

A new paragraph “B” is added to read as follows:

B. Each towing firm responding to a call for service shall provide a copy of the invoice generated to the Police Department within 30 days of the call. In addition, upon request of the Chief of Police, each towing firm shall make available copies of any tow, storage, or invoice generated as a result of service calls.

Section 185-21(now 185-20), titled, "Suspension or revocation of license," is deleted in its entirety and replaced with a new Section 185-19 to read as follows:

Section 185-19 Suspension or revocation by Chief of Police.

A. Investigation. The Chief of Police or his designated agent shall conduct an investigation into any complaints involving towing operators.

B. Power to suspend or revoke. The Chief of Police or his designated agent may suspend or revoke any towing license for a violation of this Chapter, or for a violation of any other state or local law or for any conduct which violation or conduct poses an unreasonable risk to the safety or welfare of specific individuals or the general public.

C. Notice. A notice of suspension or revocation of the license and the reason(s) therefore, including all supporting documentation and reports, shall be served by the Chief of Police or his designated agent upon the person named in the license or by mailing the same to the address given in the license by certified mail. A copy of such notice shall be filed with the Village Clerk with proof of service or mailing.

D. No refund of fees. When a license shall be suspended or revoked, no refund of any unearned portion of the license fee shall be made.

E. Term of suspension or revocation. The suspension of a license by the Chief of Police or his designated agent shall result in the forfeiture of licensee's place on the towing roster for the remainder of that week and the next full on-call week, running from the date of the service of the notice upon the license holder. Three such violations in one calendar year shall result in the licensee being suspended, without a hearing, from the rotating list, including the heavy-duty list, for the remainder of the week in which the suspension is issued and the next three successive full on-call weeks. If the suspension or revocation is the result of licensee's failure to properly maintain vehicles and/or equipment, until such time as the licensee cures the defect.

F. Grounds for suspension. No license issued under this chapter shall be suspended or revoked without cause. Cause shall include, but shall not be limited to:

- 1) Failure to properly maintain vehicle and/or equipment, both physically and/or mechanically, pursuant to the requirements of this chapter.
- 2) Failure of licensee to answer a telephone call for assistance or who advises that he/she is unable to send a tow for any reason.
- 3) A licensee who fails to arrive at the designated location where assistance is requested within the time frames established herein.
- 4) Violation of any provision of this Chapter.

G. Grounds for revocation. No license issued under this Chapter shall be revoked without cause. Cause shall include, but shall not be limited to:

- 1) Knowingly filing a false application.
- 2) Any arrest or conviction of a licensee for a criminal offense committed by such person during or in relation to towing operations.
- 3) Any licensee who operates any tow vehicle with a suspended registration.
- 4) The suspension or revocation of an operator's New York State driver's license by the New York State Department of Motor Vehicles.
- 5) Operation of a tow truck without the insurance required by this Chapter, for illegal purposes, or in violation of the law.
- 6) Repeated violations of this Chapter. As intended herein, repeated violations shall include four suspensions issued within one calendar year.

H. Review of suspension or revocation. Within two (2) business days of receiving the notice, the licensee may request a meeting with the Chief of Police to discuss said suspension or revocation and to offer any

evidence to refute the charges. Said request shall be in writing and the aforementioned meeting shall be held within five (5) business days of receipt thereof. If the Chief is unavailable, the meeting may be delegated to the Chief's designated agent. The suspension or revocation shall be tolled until such meeting has occurred and the Chief of Police has rendered a written final determination as to whether to uphold, modify or withdraw the suspension or revocation. Such final determination shall be rendered no later than five (5) business days from the date of the meeting. Unless withdrawn, the suspension or revocation shall be enforced immediately. Licensee's failure to request a meeting or appear at said meeting shall constitute a waiver of licensee's right to contest the suspension or revocation.

I. Opportunity to be heard by the Board of Trustees. Within five (5) business days of the Chief of Police's final determination as set forth above, the licensee may request an opportunity to be heard before the Board of Trustees and shall be placed on the agenda of the next scheduled Village Board meeting. The suspension or revocation shall not be tolled. The Board of Trustees may request the Chief of Police or his designated agent to appear at that meeting. Upon consideration of the matter, but no later than 15 business days after the licensee has appeared, the Village Board shall render a final decision whether to uphold, modify or lift the suspension or revocation.

Section 185-22, titled "Hearings," is deleted in its entirety and replaced with a new 185-21, titled, "Review," to read as follows:

§ 185-21 Judicial Review.

Any licensee aggrieved by a decision of the Village Board pursuant to this chapter may apply to a court of competent jurisdiction for relief. Such proceeding shall be governed by the provisions of article 78 of the Civil Practice Law and Rules, except that it must be instituted as therein provided within thirty (30) days after service of the Village Board's decision on the licensee alleged to be aggrieved.

Section 185-23 (now 185-22), titled, "Penalties for offenses," is modified by replacing the numeric value of "\$5,000," with "\$3,000," in subparagraph A(1) and deleting paragraph "C" in its entirety.

Section 4. Supersession, of Inconsistent Laws, if any.

The Village Board of Trustees hereby declares its legislative intent to supersede any provision of any local law, rule, or regulation and any provision of the state Village Law or other special law that may be declared inconsistent or in conflict with this local law. The courts are specifically requested to take notice of this legislative intent and apply such intent in the event the Village has failed to specify any provision of law that may require supersession. The Village Board hereby declares that it would have enacted this local law and superseded such provision had it been apparent.

Section 5. Severability.

If any section, part or provision of this local law or the application thereof to any person, property or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the section, part, provision or application directly and expressly adjudged invalid and shall not affect or impair the validity of the remainder of this local law or the application thereof,

Section 6. Effective Date.

This local law shall take effect immediately upon filing with the Secretary of State.

Y/2022 BUDGET PUBLIC HEARING DATE:

On a motion by Trustee Houle, seconded by Trustee Alley, it was:

RESOLVED, the Board of Trustees authorized a Public Hearing to be scheduled on April 6, 2021 at 6:45 PM on the proposed June 1, 2021 to May 31, 2022 Tentative Budget.

BE IT FURTHER RESOLVED, the Deputy Clerk shall publish or cause to be published a public notice in the official newspaper of the Village of Monroe no later than (5) days prior thereto.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle and Karl

Nays: None

DISCUSSION – NORTH MAIN STREET – CURRENT FEE SCHEDULE FOR OVERWEIGHT VEHICLES & SPEEDING:

Counsel spoke, to alert the Board, and stated that under NYS Vehicle and Traffic Law 385, local municipalities have been preempted from assessing fines for any overweight vehicles. NYS sets the weights, fines and surcharges for justice courts to impose where vehicles are overweight. Speeding has also been preempted by NYS Vehicle and Traffic Law 385. The Village can prohibit commercial vehicles from going on certain streets and identify truck lanes.

Mayor Dwyer had Police Chief Guzman put some material together and share it with the Board. The Mayor wanted the public to know that there is enforcement and the Police Department is doing their job.

North Main Street statistics from January 1, 2020 until January 31, 2021:

Traffic Stops - 554

Total Tickets Issued - 535

Total Speed in Zone Tickets Issued - 222(of which 66 were for Speeding in School Zone)

Commercial Vehicle Enforcement Traffic Details - 47

Motor Vehicle Accidents – 12(of which 4 occurred in parking lot of Mobil gas station)

Judge Forrest Strauss is aware of the streets in the Village. Speed in one location may not be the same level of seriousness as another. He recognizes that North Main Street is a particularly dangerous street. It is a residential neighborhood with a school, church, and a synagogue, all of which have daycare, nursery, or young children. Judge Strauss, when looking at traffic infractions must do justice, be fair, and impartial. The fine reflects the seriousness of the offense and the conditions that surround it.

Trustee Houle made a point that the Village does not have a truck ban on North Main Street, we have a weight restriction. It's very possible for an empty truck to weigh less than 11 tons and be traveling legally. If rewriting the law to ban trucks is something we can do, we may want to look to do that.

Trustee Karl says that Freeland Street has become the new truck route. Pedestrians walk this road all the time and there are no sidewalks. We may want to look at the truck traffic on Freeland Street, as well. Mayor Dwyer agreed that this is a conversation to be had, assessing those streets and the access to them.

Trustee Alley would like to assess the streets and get an opinion from the Police Department. The Board needs to review the weight restrictions and commercial vehicle restrictions. Trustee Behringer agreed and the Mayor suggested getting a Traffic Workshop together.

ACQUISITION OF TIME CLOCKS FROM PAYCHEX :

On a motion by Trustee Houle, seconded by Trustee Behringer, it was:

RESOLVED, the Board of Trustees approved the purchase of a time management system through Paychex. This will include four fingerprint time clocks, one for each building. The cost of these fingerprint time clocks will be allocated from:

A.1325.220 Finance Office Equipment	\$1,800.00
A.3120.220 PD Office Equipment	\$1,800.00
A.5010.220 St. Admin Office Equipment	\$1,800.00
F.8310.450 Admin Contractual	<u>\$1,800.00</u>
Totaling:	\$7,200.00

The cost of the software needed to download the information directly with Paychex when working on payroll is \$221.00 per month (\$2652.00 annual) and will be allocated from A.1325.450 Finance Contractual and F.8310.450 Admin Contractual. Mayor Dwyer and the Board thanked Treasurer Murray for negotiating with Paychex to get the pricing down.

IT IS FURTHER RESOLVED, that the Board of Trustees authorized Mayor Dwyer to sign the agreement with Paychex for four fingerprint time clocks, one for each building and the software to do so.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle and Karl

Nays: None

296 SCHUNNEMUNK STREET ZBA APPLICATION REFUND:

On a motion by Trustee Houle, seconded by Trustee Karl, it was:

The Zoning Board of Appeals is requesting a refund for Joel Mann. A ZBA application was submitted to the ZBA for 296 Schunnemunk Street by Mr. Mann, which he subsequently withdrew. Mr. Mann never appeared before the ZBA to discuss his application. The fee for an area variance is \$475.00, comprised of \$425.00 for the area variance and a \$50.00 appearance fee. The members of the ZBA and the ZBA attorney, Kelly Naughton, have been consulted and nobody has expressed any objection to him getting his refund. A Public Hearing notice was posted in the Times Herald Record which cost \$57.48. The ZBA is therefore requesting a refund in the amount of \$417.52 to Mr. Joel Mann.

RESOLVED, the Board of Trustees approved the request for a refund to Mr. Joel Mann for an application submitted to the ZBA for 296 Schunnemunk Street in which he withdrew. The fee for an area variance was \$475.00, comprised of \$425.00 for the area variance and \$50.00 for the appearance fee. A Public Hearing notice was also posted in the Times Herald Record which cost \$57.48. The total amount refunded to Mr. Joel Mann, 254 Nininger Road, Suite 201, Monroe NY 10950 is \$417.52 and will be allocated from A.0690 Overpayments.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle, and Karl

Nays: None

ORANGE COUNTY STOP DWI:

On a motion by Trustee Behringer, seconded by Trustee Houle, it was:

RESOLVED, the Board of Trustees approved an agreement with the County of Orange that authorizes the Village of Monroe Police Department to participate in the STOP DWI Traffic Safety Program for one year beginning March 1, 2021 through January 1, 2022. The first period from March 12, 2021 through June 1, 2021 for a total “not to exceed” \$4080.00 / 60 hours. We will be notified of the allotted funds / hours for subsequent enforcement periods at a later date.

IT IS FURTHER; RESOLVED the Board of Trustees authorize Mayor Dwyer to execute the agreement on behalf of the Village of Monroe.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle, and Karl

Nays: None

BID AWARD – 2019 CDBG NORTH MAIN ST. ADA SIDEWALK PROJECT:

RESOLUTION _____ March 16, 2021

AWARD BID FOR NORTH MAIN STREET AND SPRING STREET COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SIDEWALK PROJECT

Motion by: Trustee Behringer

Seconded by: Trustee Karl

WHEREAS, this is a project funded by a CDBG grant administered by Orange County; and

WHEREAS the project has been bid in accordance with Federal and State regulations and NYS General Municipal Law; and

WHEREAS, bid documents were prepared by Creighton Manning and publicly advertised by the Village; and

WHEREAS, six (6) bids were received by the Village on Friday February 26, 2021; and

WHEREAS Creighton Manning Engineering, LLP has reviewed said bids and the bid of Con-Tech Construction Technology, 1961 Route 6 Suite R-3 Box 12, Carmel, NY 10512, in the amount of \$153,200.00 was determined to be the lowest responsible bid which was submitted that conformed to the specifications for the project; and

WHEREAS Orange County Office of Community Development has concurred with the bid recommendation; therefore

BE IT RESOLVED that the Board of Trustees does hereby accept the bid of Con-Tech Construction Technology in the amount of \$153,200.00; and

BE IT FURTHER RESOLVED that the Board of Trustees hereby authorizes the Mayor to execute a construction contract between the Village and Con-Tech Construction Technology in the amount of \$153,200.00.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle, and Karl

Nays: None

AUTHORIZATION – DOJ MEDIATION AGREEMENT:

On a motion by Trustee Houle, seconded by Trustee Karl, it was:

RESOLVED, the Board of Trustees gave authorization to Mayor Dwyer to sign the DOJ Mediation Agreement on behalf of the Village of Monroe.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle and Karl

Nays: None

**KEY BRIDGE FOUNDATION
ADA MEDIATION PROGRAM**

RESOLUTION AGREEMENT

This agreement of complaint #20DRS-5-13 3NY548 is entered into by the parties, Scott Lanzalaco (complainant) and Flagship Cinemas Monroe/Village of Monroe (respondent) to settle the above-referenced complaint. Mr. Lanzalaco and Flagship Cinemas Monroe/Village of Monroe agree that this document represents their mutual agreement about how they will resolve their differences. Further, this agreement constitutes a full, complete, and final settlement of all claims identified in the complaint by the complainant.

The mediation participants agree that the rules to mediate and contract to mediate are incorporated by reference in this agreement.

The complaint arose from: Mr. Lanzalaco's concern about compliance of accessible parking spaces with the ADA.

No other terms to this agreement, written or oral, exist aside from the text of this agreement. The parties are entering into this agreement without any admission of discrimination, or any other unlawful acts.

NOW THEREFORE, the Parties agree as follows:

I. Main Issues Discussed in Mediation

- A. Signage for the accessible parking spaces.
- B. Adequate striping for the accessible parking spaces.
- C. Path of travel from the accessible parking spaces to the theater.

II. Respondent's Obligations

(Please describe the respondent's obligations remembering to list each item identified in the complaint in addition to those brought up in mediation. Include completion time frames.)

- 1. Respondent agreed to install adequate signage for the three accessible parking spaces near the Cinema and has already installed this signage which complies with the ADA and is satisfactory to Complainant.

2. Respondent agrees to repaint the striping and symbols for the three accessible parking spaces near the Cinemas and make sure the dimensions of these parking spaces are compliant with the ADA. This repainting will be completed on or before June 1, 2021.
3. The Respondent agrees to refresh the striping on the crosswalk leading from the accessible parking spaces on Smithfield to the Cinemas and to provide any other modifications recommended by the Village engineer to increase visibility of this crossing. This work will be completed on or before June 1, 2021.

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III. Complainant's Obligations

1. When the Complainant is informed by the Respondent that the actions agreed to in this Agreement are completed, he will inspect the work specified in this agreement to make sure it adequate and inform the Mediator of his satisfaction with this work.

IV. Joint Obligations

No additional obligations

The Parties agree that this agreement is confidential and agree that its terms shall not be disclosed to anyone other than the Key Bridge Foundation and anyone who must help carry out its implementation. The fact that the participants used mediation to resolve the complaint is not bound by any confidentiality agreement unless the participants decide to the contrary.

The Parties agree to cooperate to implement this agreement. They further agree to abide by its terms. Any concerns about the implementation of the agreement should be communicated to the mediator or the Key Bridge Foundation.

V. Legal Review of Agreement

Complainant and respondent acknowledge that they have been advised to consult with an attorney or advocate prior to entering into this agreement. Each mediation participant will be given a reasonable period of time to decide whether the agreement terms sufficiently address the complaint filed with the U.S. Department of Justice.

VI. Conditions for Implementation of Agreement

Implementation of this agreement will be completed on or before June 1, 2021.

Complainant and respondent agree that the complainant must indicate to the mediator his or her satisfaction with the implementation of parts of the agreement. They further agree that if all or part of the agreement is not implemented, the mediator will be contacted to continue mediation for the purpose of resolving any remaining issues. In the instance whereby both parties are not in agreement that the mediation should continue, and the conditions of the agreement are not implemented within a reasonable time period, the

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mediator will notify the Key Bridge Foundation. The Key Bridge Foundation will subsequently notify the U.S. Department of Justice that the case will be returned.

PD SURPLUS – 2006 CHEVROLET TAHOE – SOLD THROUGH GOVDEALS.COM:
(see meeting 1/19/21)

On a motion by Trustee Behringer, seconded by Trustee Alley, it was:

WHEREAS, State Law requires equipment no longer needed by a municipality be sold at fair market value after declaring it surplus and no longer needed.

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees accepted the highest bid from govdeals.com, of East Greenbush, NY in the amount of \$5850.00 for the Police Department surplus vehicle, 2006 Chevrolet Tahoe VIN #1GNEK13Z26R144144. The proceeds from this sale will be deposited into A.2665 Sale of Equipment.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle and Karl
Nays: None

AMENDING CHAPTER 200 “ZONING” SCHEDULING PUBLIC HEARING DATE:

On a motion by Trustee Karl, seconded by Trustee Behringer, it was:

RESOLVED, the Board of Trustees authorized a Public Hearing to be scheduled on April 20, 2021 at 6:30 PM on the Amending Chapter 200 “Zoning” Local Law No. 4 of 2021.

BE IT FURTHER RESOLVED, the Deputy Clerk shall publish or cause to be published a public notice in the official newspaper of the Village of Monroe no later than (10) days prior thereto.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle and Karl
Nays: None

AGREEMENT: ELECTRIC UTILITY BILLING – CONSTELLATION AND M&R ENERGY RESOURCES:

On a motion by Trustee Alley, seconded by Trustee Houle, it was:

RESOLVED, the Board of Trustees approved a Service Agreement with M&R Energy Resource Corporation, PO Box 292, Mountainville, NY 10953 for electric as follows:

Service Provider – Constellation for 25 months (December 1, 2021 through December 31, 2023) at a fixed rate not to exceed 0.05899/kw.

Mayor Dwyer was authorized to sign the agreement.

Ayes: Mayor Dwyer, Trustees Alley, Behringer, Houle and Karl
Nays: None

MAYOR & TRUSTEE’S REPORT:

Mayor Dwyer and the Board wished the Clerk, Ann-Margret a speedy recovery from her surgery. They thanked the Deputy Clerk for the job she has been doing.

ATTORNEY’S REPORT:

Counsel had nothing to report.

PUBLIC COMMENT: # PRESENT 5 TIME: 7:55 PM

Gary Parise, resident and Planning Board member, followed up on the traffic light at 17M and Gilbert Street, the escrow and warrants associated with the traffic light. An update was not available at this time. The Mayor will have to talk to the Traffic Engineer, Creighton Manning, and get an update.

Gary Parise also brought up the topic of sidewalks on Freeland Street. There had been an applicant, at one time, that would pay, install, and maintain the sidewalks on Freeland Street. Sidewalks are for pedestrian safety. At the time the applicant came forward, the Board determined as a whole that sidewalks on Freeland Street were not safe.

John Karl asked if there was any further information about the arm and controller that was to be installed on Smithfield Court. The Mayor had just reached out to the company on Friday and he is waiting to hear back from them. He also asked about the old Ambulance Building and where we stand with that. The Mayor advised him that Lis Cassidy, the Attorney, would be addressing them in executive session on this topic.

EXECUTIVE SESSION:

On a motion by Trustee Houle, seconded by Trustee Behringer, and carried, following a 5-minute recess, the Board convened in Executive Session at 8:05PM for discussion of pending litigation.

Executive Session Minutes compiled by Mayor Dwyer.

OPEN SESSION: on a motion by Trustee Behringer, seconded by Trustee Houle and carried, the Open Meeting resumed at 10:05PM.

On a motion by Trustee Houle, seconded by Trustee Karl and carried, the Board of Trustees authorized the Mayor to sign a contract of sale to purchase real property, subject to attorney review.

ADJOURNMENT:

On a motion by Trustee Karl, seconded by Trustee Alley and carried, no further business, the meeting was adjourned at 10:10 PM.

Respectfully Submitted,

Kim Zahra
Deputy Clerk

MONTHLY REPORTS:

On a motion by Trustee Karl, seconded by Trustee Behringer, with all in favor, the department monthly reports were accepted and filed.

FEBRUARY 2021 VILLAGE CLERK'S REPORT SUBMITTED BY ANN-MARGRET BAXTER, VILLAGE CLERK:

1. Minutes prepared, processed associated correspondence and Legal Notices completed for the February 2nd and February 16th Board of Trustee Meetings along with a Public Hearing on February 2nd.
2. Permits issued: Handicap Parking: 6 Garage Sale: 0 Solicitor/Peddling: 0 Road Opening: 0 Blasting Permit: 0 Liquor License: 0 Towing Permits: 0
3. Processed 2 FOIL Requests.
4. Processed 0 Event Applications.
5. Public Hearings Held: 1
6. Closed out mailing machine for month on 2/26.
7. Bi-Weekly payroll worksheets completed and submitted.
8. Collected February water rents.
9. Required paperwork filed with O.C. Department of Human Resources.
10. Declared continuation of State of Emergency on February 21, 2021 to March 21, 2021.
11. Oversee updates and maintenance, of Village Website and Constant Contact. (23 sent)
12. Daily retrieval of messages left during the day and after hours. Forwarded messages and responded as required.
13. Vouchers completed as required. Transmittal of money collected completed and bank deposits done.
14. Scan and email pertinent information to Board and Attorney.
15. Meeting with Karl Robisch and Dominic Navarra from Toshiba / Docuware about records retention.
16. Bid Opening for an Aquatic Weed Harvester on February 16th.
17. Bid Opening for 2019 CDBG ~ NM & Spring St. ADA Sidewalks Project on February 26th.

FEBRUARY 2021 JUSTICE COURT REPORT:

Total Fines: \$8,192.00 Total Surcharges: \$4,014.00 Total Parking: \$3,140.00
Total Civil Fees: \$280.00 Bail Poundage Collected: \$0.00 Total Bail Forfeited: \$0.00
Total for February: \$15,626.00

Vehicle & Traffic Tickets: 248 Disposed: 117
Criminal Cases: 16 Disposed: 38 Civil Cases: 0 Disposed: 0
Paid Parking Tickets: 86 Dismissed Traffic Tickets: 29

FEBRUARY 2021 POLICE DEPARTMENT REPORT SUBMITTED BY DARWIN GUZMAN, CHIEF:

CALLS FOR SERVICE

TOTAL CALLS – 1,151

CASES/CRIMINAL OFFENSE – 206

ARRESTS – 44

TRAFFIC REPORT

TRAFFIC TICKETS – 275

PARKING TICKETS – 80

GAS - \$2,016.94 / 1,120.8G

MVA – 85

TRAINING

TRU – Grosso

Principled Police Train Trainer – Tenaglia / Grosso

K9 – Berke

NYS Leap Assessor - Krauss

FEBRUARY 2021 FILTRATION PLANT REPORT SUBMITTED BY ERNEST MABEE, CHIEF OPERATOR:

Production: Lake Mombasha:	25,003,471	22,840,184 Gallons LY 2020
Well #4:	5,563,549	3,098,687 Gallons LY 2020

Consumption: 30,567,020 Gallons / 25,938,871 Gallons LY 2020

Water Samples / Testing: Passed

Rainfall: 4.39

Reservoir: full

Miscellaneous:

Mark Outs

2 Reservoir Inspections

Final Water Reads

Daily Equipment Maintenance at Plant and Well

Weekly and Monthly Water Testing to Lab, All Results Good

Updated Diamond Maps

Replaced PAC Lines at Plant

Rapid Pump here to take and Service Pump #3

Replaced Link Seal to Filter #4

Cleaned Venturi to Filter #2

FEBRUARY 2021 DPW SUBMITTED BY LARRY GIUDICE, HEAVY EQUIPMENT OPERATOR:

- 1. Disinfect – buildings – trucks – equipment every day.**
- 2. Garbage removal in Village and around Ponds three times.**
- 3. Plowed a total of seventeen times.**
- 4. Salted the roads twenty-four times.**
- 5. Uptown cleanup.**
- 6. Used the snowblower on the bike trail.**
- 7. Used the snowblower on Village sidewalks.**
- 8. Moved snow.**
- 9. Cleared snow away from the hydrants.**
- 10. Go over all trucks and remove snow.**
- 11. Filled potholes around the Village.**
- 12. Washed trucks and equipment.**
- 13. Cleaned shop.**
- 14. Cleared drains around the Village.**
- 15. Milled and blacktopped water main breaks and valve replacement on Alden Road, Moulton Circle, and Cunningham Drive.**

FEBRUARY 2021 BUILDING DEPARTMENT AS SUBMITTED BY ASSISTANT BUILDING INSPECTOR PROULX:

Building Permits Issued:	23
Rental Inspections Completed:	2*
Title Searches Completed:	29
Violations Issued:	1
Building Permit Inspections Performed:	62
C.O's Issued:	22
Complaint Inspections:	32
Fire Inspections:	0*
Open, active building permits:	310
FOIL Requests:	6
Building Permit Fees:	\$ 5,955.25
Rental Permit Fees:	125.00*
Fire Inspection Fees:	0.00*
Title Search Fees:	<u>4,275.00</u>
Total Collected Fees:	\$ 10,355.25*
Monthly Assessor's Report	
Monthly report to FD for Solar	
Daily cash deposits to Clerk	
Bi Monthly mailing for expired permits	
Attendance at Planning Board Meetings, Village Board, and ZBA Meetings	
*COVID-19	

MONROE FIRE DISTRICT OFFICERS 2021:

**Commissions: John Centofanti, Jason Kalter, Thomas M. Smith Dep. Chair, Thomas P. Sullivan, Ch.
Secretary: Mary Ellen Beams
Treasurer: Richard Goldstein
Chief John Scherne, 1st Ass't Chief Rich Lenahan**

FEBRUARY 2021 TREASURER'S REPORT SUBMITTED BY CATHERINE MURRAY:

Treasurer's Report
Village of Monroe
February 2021

SIGNIFICANT ACTIVITY (REVENUES)

Bank interest	476
Franchises	29,919
Planning Board Fees	19,680
Rental of Real Property	6,725
Building Permits	8,334
Fines & Forfeited Bail	10,630
Miscellaneous Revenue	47,077

SIGNIFICANT ACTIVITY (EXPENDITURES)

PD Uniform Allowance	7,858
PD Contractual	12,549
Street Maintenance Equipment Maintenance	6,078
Snow Removal Salt	27,169
Street Lighting Street	9,438
Purification Electricity - Water fund	7,015
Purification Equipment Maintenance - Water fund	20,371
Downtown Revitalization	12,245
Health Insurance - General Fund	127,401
- Water Fund	15,954
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	143,355
Liability Insurance - General Fund	36,200
- Water Fund	10,174
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	46,374
Workers Compensaton Insurance - General Fund	42,065
- Water Fund	8,484
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	50,548

STATUS OF FY2021 CONTINGENCY ACCOUNTS

	CURRENT BALANCE
General Fund Appropriation -budgeted \$141,375	140,162
Water Fund Appropriation -budgeted \$25,000	25,000

COMMENTS:

We have completed 9 months of the fiscal year and expenses should be at 75.0%. The expenses are at 68.0% for the General Fund and 75.0% for the Water Fund.

Respectfully submitted,

Catherine Murray
Treasurer