

**PUBLIC HEARING INTRODUCTORY LOCAL LAW**  
**AMENDING CODE SECTION 195-12(B) WATER BILLING POSTMARK DATE**

A Public Hearing was held on Tuesday, June 2, 2015 at 6 PM in the Boardroom of the Village Hall, 7 Stage Road, Monroe, New York to consider adoption of a Local Law to amend Chapter 195 – Water, Article III – Noncommercial Water Rates and Repair Bills, 12- Water Rates and billing, B as follows:

Water bills shall be rendered quarterly on May 1, August 1, November 1 and February 1 of each year and are due and payable *on or before the last day of the calendar month in which such bills are issued. Payments that are submitted by mail and postmarked on or before the due dates referenced herein shall be considered timely.*

Present: Mayor Purcell; Trustees Conklin, Gormley and Dwyer  
Also present: DPW Supt. Smith and Village Clerk Carey

Absent: Trustee Chan

One person was present for the Public Hearing. Mayor Purcell read the Public Hearing Notice. There was no written correspondence received. The hearing was opened for comment or questions.

There was no public comment. On a motion by Trustee Conklin seconded by Trustee Gormley, and carried, the Public Hearing was public closed at 6:10 PM.

**WORKSHOP**  
**LAKE STREET IMPROVEMENTS**

The Board met from 6:15 to 7:13 PM with representatives of Creighton Manning Engineering regarding the Lake Street Improvement Project.

Present: Mayor Purcell; Trustees Conklin, Gormley, Dwyer and Chan  
Also present: DPW Supt. Smith and Village Clerk Carey

Absent: Trustee Chan

From Creighton Manning Engineering: Engineers Doug Teator and Dan Reynolds

Three people were present from the public. Mayor Purcell commented that Creighton Manning representatives, Doug Teator and Dan Reynolds came before the Board on April 7<sup>th</sup> to discuss the downtown revitalization. The input received from that meeting has been incorporated into this final plan the engineers were here to discuss. Engineers Teator and Dan Reynolds were present tonight to finalize the project and move forward. Concern on parking and pay stations were discussed by residents present, especially the hardship for handicapped people and young mothers with children, etc. having to go to the pay stations to pay to park and return to your car with the ticket to put on the dashboard. Lake Street will be closed to through traffic Monday through Friday during the project. Pedestrian traffic will be allowed at all times. Closure shortens the construction time. The plan is to go out to bid in July, bid opening two weeks later and the start date for the project the end of August. With the information received from the Board on lighting and the railing for the retaining wall the Engineers are working on the project budget and should have figures before the June 16<sup>th</sup> Meeting. The Board must decide on the retaining wall railings at the ponds and parking. The project plan was updated with the following: Extended pavement, sidewalk and curb limits, new traffic signal, pedestrian signals, ADA compliant curb ramps, add curb extensions, lighting replacement + bollards, retaining wall (cut wall, new cap & railing), Stage Road intersection – add rain garden, add pedestrian accommodations; remove flashing signal). Parking – remove parking meters; install pay and display stations.

**BOARD OF TRUSTEES MEETING  
TUESDAY, JUNE 2, 2015**

The first of the bi-monthly meetings of the Board of Trustees was held on Tuesday, June 2, 2015 at 7:15 PM in the Boardroom of the Village Hall, 7 Stage Road, Monroe, NY. Mayor Purcell led in the pledge to the flag and called the meeting to order. Emergency exits were announced.

**Present:** Mayor Purcell; Trustees Conklin, Gormley and Chan

**Also present:** Attorney Bonacic, DPW Supt. Smith, Police Chief Melchiorre and Village Clerk Carey

**Absent:** Trustee Chan

**MINUTE APPROVAL: MAY 5<sup>TH</sup> AND 19<sup>TH</sup>**

On a motion by Trustee Gormley seconded by Trustee Dwyer, the Minutes of the May 5<sup>th</sup> Meeting were approved.

**Ayes:** Trustees Gormley, Dwyer and Chan

**Nays:** None

**Abstain:** Trustee Conklin (absent from meeting)

On a motion by Trustee Conklin seconded by Trustee Gormley, and carried, the Minutes of the May 19, 2015 Meeting were approved.

**BUDGETARY MODIFICATIONS:**

On a motion by Trustee Gormley seconded by Trustee Conklin, with all in favor, it was:

**RESOLVED**, the Board of Trustees approved the Treasurer making the following fund transfers / modifications to balance the budget:

<b><u>FROM:</u></b>	<b><u>TO:</u></b>	
A5789 BAN Premium	A5142.400 St Maint Asphalt	\$74,533.60
A1603 Vital Statistics	A4020.400 Vital Statistics	330.00
A1789 Other Trans Income	A5142.400 St Maint Asphalt	1,469.00
A2260 Police Services	A3120.135 PD OT/Grants	2,925.00
A2705 Donations	A7550.410 Celebrations	3,944.00

**BID AWARD: CURBS AND SIDEWALK REMOVAL & REPLACEMENT**

5 bids were received and opened on May 18, 2015 for curb and sidewalk removal and replacement as required in the Village. It was the recommendation of DPW Supt. Smith that the bid be awarded to CMC Construction Group Inc., Slate Hill, New York. On a motion by Trustee Gormley seconded by Trustee Conklin, it was:

**RESOLVED**, the Board of Trustees accepted the recommendation of DPW Supt. Smith and awards the bid for Curb and Sidewalk Removal and Replacement to the lowest responsible bidder, CMC Construction Group Inc., P O Box 9, Slate Hill, NY 10973 as follows:

Concrete Curbing per linear foot (per unit) \$27

Concrete Sidewalk per square foot (per unit) \$9

**Ayes:** Trustees Conklin, Gormley and Dwyer

**Nays:** None

**BID AWARD: ROAD RECLAMATION**

One bid was received and opened on May 18, 2015 for Road Reclamation and Resurfacing of Elm Street, Ash Street and Anderson Place. It was the recommendation of DPW Supt. Smith that the bid be awarded to Reclamation, LLC, P. O. Box 292, West Hurley, NY 12491. On a motion by Trustee Gormley seconded by Trustee Conkin, it was:

**RESOLVED**, the Board accepted the recommendation of DPW Supt. Smith and awarded the bid for Road Reclamation and Resurfacing to Reclamation, LLC, P O Box 292, West Hurley, New York 12491 as follows:

	Reclamation/Recycling	Reclamation/Recycling Shaping, Grading and Compacting
DEPTH OF CUT	UNIT PRICE/SQUARE YARD	UNIT PRICE/SQUARE YARD
0" to 4"	\$ 1.00	\$ 1.80
5" to 8"	\$ 1.03	\$ 1.99
9" to 12"	\$ 1.05	\$ 1.99
13" to 15"	\$ 1.25	\$ 1.25
16" to 18"	\$ 1.25	\$ 2.20
	Reclamation/Recycling	Reclamation/Recycling Shaping, Grading and Compacting
	UNIT PRICE/PER GALLON	UNIT PRICE/PER GALLON
Emulsified Asphalt	\$ 2.72	\$ 2.92

	Unit Price/Ton
Portland Cement Type II	\$ 215.00

	Reclamation/Recycling	Reclamation/Recycling Water Truck, Shaping, Grading and Compacting
	UNIT PRICE/PER GALLON	UNIT PRICE/PER GALLON
Foamed Asphalt	\$ 3.50	\$ 3.75

RECLAIMER	\$ 518.00	PER HOUR
GRADER (CAT 12 or equal)	\$ 165.00	PER HOUR
VIBRATORY ROLLER (10-12 ton)	\$ 140.00	PER HOUR
PNEUMATIC-TIRED ROLLER (25 ton)	\$ 140.00	PER HOUR
WATER TRUCK – PRESSURE SYSTEM	\$ 125.00	PER HOUR
ATHEY BELT LOADER	\$ 145.00	PER HOUR
MOBILIZATION OF EQUIPMENT (includes move in/move out)	\$ 475.00	EACH MOVE

**Ayes: Trustees Conklin, Gormley and Dwyer**  
**Nays: None**

**LOCAL LAW # 2 OF 2015 –WATER BILLING POSTMARK:**

On a motion by Trustee Conklin seconded by Trustee Gormley, it was:

**RESOLVED**, the Board of Trustees hereby adopts Local Law #2 of 2015 amending the code of the Village of Monroe Chapter 195 – Water, Article III – Noncommercial Water Rates and Repair Bills, 12- Water Rates and billing, B as follows:

Water bills shall be rendered quarterly on May 1, August 1, November 1 and February 1 of each year and are due and payable *on or before the last day of the calendar month in which such bills are issued. Payments that are submitted by mail and postmarked on or before the due dates referenced herein shall be considered timely.*

Ayes: Trustees Conklin, Gormley and Dwyer

Nays: None

**COMPLETION OF PROBATIONARY PERIOD – P O JAMES MALGIERI, JR.  
EFFECTIVE 3/15/15:**

On a motion by Trustee Dwyer seconded by Trustee Conklin, it was:

**RESOLVED**, having completed the probationary term required by Orange County Department of Human Resources, Police Officer James M. Malgieri, Jr. is hereby given permanent status for Civil Service Requirements effective 3/15/15.

Ayes: Trustees Conklin, Gormley and Dwyer

Nays: None

**CRH REALTY III, LLC DEVELOPMENT AGREEMENT:**

On a motion by Trustee Gormley seconded by Trustee Conklin, the following Development Agreement for the Crystal Run Healthcare Project was put before the Board for vote:

**WHEREAS**, the CRH Realty, LLC, 155 Crystal Run Road, Middletown, New York, the owner, proposes the construction of a healthcare facility project on property located on Route 17M, Monroe, New York, identified as S/B/L 238-1-1 (hereinafter the “Project”); and

**WHEREAS**, the Project, upon completion, will be the site of a Crystal Run Healthcare facility; and

**NOW, THEREFORE**, in consideration of the mutual promises made herein, the parties hereto do mutually covenant and agree as follows:

1] The owner, upon receiving Final Approval from the Village of Monroe Planning Board, shall obtain a site work bond in the amount of **FIRE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS** to be used for the construction of the site work for the Project.

2] The Owner shall provide, and the Village shall deposit into their escrow account, the sum of **TEN THOUSAND and NO/100 (\$10,000.00) DOLLARS**, representing the initial deposit for site work inspection fees. Such site work inspection fees shall not exceed the total sum of **THIRTY THOUSAND and NO/100 (\$30,000.00) DOLLARS** for the entire Project.

3] The Owner shall provide the Village with a building permit fee in the amount of **ONE HUNDRED THOUSAND and NO/100 (\$100,000.00) DOLLARS**. No other fees shall be required by the Building Department in connection with the Project.

4] The Owner shall provide the Village with a Water Tap, Well and Improvement Fee of **SIXTY THOUSAND and NO/100 (\$60,000.00) DOLLARS**. Such fee is to be paid by the Owner to the Village at the completion of the Project and upon the issuance of a Certificate of Occupancy. No other water connection fee shall be charged to the Owner in connection with the Project.

5] Upon the completion of the project and the issuance of a Certificate of Occupancy from the Village to the Owner, the Owner shall make a donation to Crane Park, a municipal park located in the Village of Monroe, in the amount of **TEN THOUSAND and NO/100 (\$10,000.00) DOLLARS**.

6] **Remedies.** Nothing in this Agreement shall be construed as to prevent the Village or the Owner from exercising in court or elsewhere any rights or duties which it may have by virtue of statute, ordinance or other law. Nothing herein contained shall be deemed to be a waiver by the Village of any statute, ordinance or other law, or to be construed as an abridgement, preemption or waiver of the powers of any municipal board, agency or public body. This clause shall not operate to confer upon any such public body any powers, rights or duties it does not now possess, nor abridge the rights of the Owner concerning any such public body.

7] **Waiver.** The waiver by either party of any breach or default of this Agreement shall not be construed as a waiver of any other breach or default of the same or any other terms or conditions of this Agreement. Forbearance from demanding strict compliance with any term or provision of this Agreement shall not operate as a waiver and shall not prevent the parties hereto from subsequently demanding strict compliance therewith.

8] **Representations.** The covenants, undertakings, agreements and other obligations mentioned in this Agreement shall not be construed as representations by the Village, any municipal board of the Village, Village officers, consultants or employees as to any Approval of the Project. Owner acknowledges that it is pursuing the necessary Approvals for the Project from the Village of Monroe Planning Board, which Board has final discretion and determination with respect to approval of the Project, and any conditions attached thereto. This Agreement shall not be construed to incur any liability to the Village, municipal boards of the Village to third person.

9] **Municipal Liability.** Nothing contained herein shall be construed as to render the Village or any of its officers, board, consultants or employees liable for any charges, costs or debts for material, labor or other expenses incurred in the construction of the Project.

10] **Stop Work Orders.** The Owner agrees that should it fail to comply with the terms of this Agreement, the Village may forthwith stop all further work on said Project until the Owner has corrected the issue and complied with the terms of this Agreement.

11] **Third Party Claims.** Nothing contained herein shall be construed as to give any person or legal entity, not a party to this Agreement, any claim against the Village or any of its agents or agencies, with respect to construction of the Project or for any damages resulting therefrom.

12] **Assignment.** The Owner shall not assign this Agreement to a third party, in whole or in part, without first obtaining the written consent of the Village.

13] **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14] **Notices.** All notices, demands and other communications hereunder shall be sufficiently given and deemed received when delivered or when mailed by registered or certified mail, with a return receipt, in a postpaid envelope addressed to the other party at the address set forth herein. The addresses of the parties herein may be changed by notice to the other party.

15] **Execution in Counterparts.** This agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute a single instrument.

16] **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

17] **Amendment.** This Agreement may be amended or modified only by consent of the parties hereto. Any such amendment or modification must be in writing and signed by the parties hereto.

18] **Entire Agreement.** This Agreement represents the entire agreement between the Village and the Owner. Any and all prior agreements or understandings with respect to the same, whether written or oral, are superseded by this Agreement and are no longer binding.

Ayes: Trustees Conklin, Gormley and Dwyer  
Nays: None

**GREATER MONROE CHAMBER OF COMMERCE MEET & GREET BBQ 6/4/15:**

On a motion by Trustee Gormley seconded by Trustee Conklin, it was:

**RESOLVED**, the Board of Trustees approved the Greater Monroe Chamber of Commerce monthly mixer, BBQ, at 158 Stage Road, Monroe, on June 4, 2015 from 6-8:30 PM.

Ayes: Trustees Conklin, Gormley and Dwyer  
Nays: None

## **MAYOR'S REPORT:**

**MEMORIAL DAY PARADE:** Mayor Purcell thanked all those who participated in the parade this year. The Mayor will speak to the Legion to see if they can start earlier. Maybe more people will attend. A lot of people are gone that time of day when the parade doesn't finish until 3 PM.

**CONCERT SERIES:** Saturday, May 30<sup>th</sup> was the Summer Concert Series kick-off. It was a great success and well attended. Our thanks' goes out to our Activities Committee, Chairman Trustee Conklin, Co-Chair Tony Romangino and Trustee Gormley. Also special thanks to Elizabeth Doherty and Ron Mutone who handled the concert series. Trustee Conklin and Cheryl Fils-Aime for putting up the concert signs (in the rain). The concerts are a lot of work but they get better and better. Thank you too, to the businesses that support these concerts. Also the Orange County Arts Council. That helps off-sets the cost for the concert series.

## **MONROE GARDEN CLUB:**

Our thanks goes out to the Monroe Garden Club for the great job they did getting the park ready for Memorial Day with flowers. It was a well-coordinated effort between the Garden Club and our DPW.

## **ORANGE COUNTY SEWER DISTRICT 1 STUDY:**

Mayor Purcell commented that he had conversation today with Delaware Engineering, the firm the County hired to do a full study on Orange County Sewer district #1. They called to ask if they could use the Village of Monroe Water Treatment Plant as an example in the study.

## **KIRYAS JOEL ANNEXATION PETITION:**

Attorney Rick Golden, our ZBA attorney, is reviewing the DGIS that was submitted to us by Kiryas Joel on the annexation plan. The Village did pass a resolution to be an interested party. Attorney Golden will be forwarding his comments in time for the Public Hearing on June 10<sup>th</sup>, even though we aren't involved we are indirectly impacted. Mayor Purcell will make a statement at the Public Hearing.

## **CRYSTAL RUN HEALTHCARE AGREEMENT:**

Crystal Run Healthcare's project for a 70,000 square foot building on 17M has been approved by the Planning Board. They will be breaking ground this summer. They are on a timeline. They will employ a couple of hundred people and 100 professionals. Opening will be a year from ground breaking.

## **JUNE 5<sup>TH</sup> FIREWORKS DISPLAY:**

Reminder, our Fireworks Display this year will be on Sunday, July 5<sup>th</sup> (rain date July 6<sup>th</sup>). All of our events are on our website at [villageofmonroe.org](http://villageofmonroe.org).

## **BOARD COMMENT:**

**FARM MARKET:** Trustee Conklin reminded everyone that our Farm Market begins on Sunday, June 14<sup>th</sup> and runs from 9 AM to 2 PM until Sunday, November 1<sup>st</sup> in the commuter parking lot on Mill Pond Parkway. There will be produce, pickles, caramels, organic baby food products and Palaia Winery. Mark your calendar and come support our efforts.

<b>PUBLIC COMMENT</b>	<b>#PRESENT 4</b>	<b>TIME: 7:40 PM</b>
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Lorraine Loening asked the status for completion of Reynolds Road. DPW Supt. Smith said it is 50% completed. There are some elevation issues and engineering issues that need to be addressed.

## **ADJOURNMENT:**

On a motion by Trustee Gormley seconded by Trustee Conklin and carried, no further business, the meeting was adjourned at 7:42 PM.

Respectfully submitted,  
Virginia Carey, Village Clerk