

BOARD OF TRUSTEES MEETING
TUESDAY JUNE 4, 2019
www.villageofmonroe.org

The first of the bi-monthly meetings of the Board of Trustees was held on Tuesday June 4, 2019 beginning at 7:00 PM in the Boardroom of the Village Hall, 7 Stage Road, Monroe, New York. Mayor Neil Dwyer called the meeting to order and led in the pledge to the flag. Emergency exits were announced.

Present: Mayor Dwyer; Trustees Alley, Behringer and Houle
Also present: Attorney Terhune, Village Clerk Baxter and Deputy Clerk Zahra

Absent: Trustee Conklin (illness)

MINUTE APPROVAL: MAY 7th & MAY 21st:

On a motion by Trustee Houle seconded by Trustee Behringer, the Minutes of the May 7th Meeting were approved.

Ayes: Trustees Alley, Behringer and Houle
Nays: None

On a motion by Trustee Alley seconded by Trustee Behringer, the Minutes of the May 21st 2019 Meeting were approved.

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

APPOINTMENT: JASON CZERWINSKI, ZONING BOARD OF APPEALS – ALTERNATE - CONTINUED:
(See Meeting Minutes 5/21/19)

At the May 21st Board Meeting Attorney Terhune requested that this matter be tabled to allow her time to confirm that there would be no conflict of interest in Mr. Czerwinski's serving on the Village's Zoning Board of Appeals while also being a sitting member of the Town of Monroe's Planning Board. Discussion followed. Mayor Dwyer stated that Attorney Terhune reviewed the situation and determined that there was no conflict of interest. On a motion by Trustee Behringer, seconded by Trustee Houle, it was:

RESOLVED, the Board of Trustees accepted the recommendation of Mayor Dwyer and appointed Jason Czerwinski, 6 Ironworks Road, Monroe, NY to the Zoning Board of Appeals to fill the vacant Alternate position that currently exist on the ZBA. Mr. Czerwinski was appointed to the Zoning Board of Appeals for a 4 year term, beginning June 1, 2019, expiring May 31, 2023.

Ayes: Trustees Alley, Behringer and Houle
Nays: None

VILLAGE OF MONROE BALANCING TEST / 1465 ORANGE TURNPIKE – CONTINUED:
(See Minutes 5/21/19)

At the May 21st Board Meeting both Mayor Dwyer and Attorney Terhune explained the 9 factor balancing test as it applies to the use of the property located in the Village for Town Hall purposes, known as 1465 Orange Turnpike. At that time it had not yet been determined which municipality would be the responsible party to perform the test and Attorney Terhune would provide the Board of Trustees a proposed test for the Board to consider and to take possible action on at the June 4th Board Meeting. Attorney Terhune also added that although not a public hearing, the public would be allowed to comment on whether or not the Town should be subject to the Village's zoning law. Discussion followed. Attorney Terhune reiterated that the balancing test pertained to the Town of Monroe's purchase of 1465 Orange Turnpike and their utilization of it as the new Town Hall which began back in 2015.

Attorney Terhune continued that Court of Appeals indicated in a famous case referred to as the matter of the County of Monroe, if a municipal entity owns property within another municipal boundary, and if they want to put a governmental function on that property, does that entity have to abide by the host municipality's zoning law. The Court of Appeals articulated a 9 part balancing test part for the municipality to go through to determine whether or not to allow the neighboring municipality to be exempt from the zoning law. Attorney Terhune stated that she has drafted a balancing test including

those factors and the Board of Trustees has received a copy of it. The Board will review it and discuss it amongst themselves and in more detail at the next meeting. Attorney Terhune added that the odd thing about the County of Monroe case is that they did not determine which municipality is responsible for performing the balancing test. Attorney Terhune stated she has advised the Board that notwithstanding any other municipality that may want to try and exempt itself from the Village's zoning law, it is her opinion that the Village of Monroe Board of Trustees is the zoning authority of this Village and should be the ones performing the balancing test.

INTER-MUNICIPAL AGREEMENT – VILLAGE OF MONROE & TOWN OF BLOOMING GROVE
– CONTINUED:

(See Minutes 5/21/19)

At the May 21st Board Meeting, the Board authorized Mayor Dwyer to enter into an agreement with the Town of Blooming Grove to assist with capital roadway projects and water main services in an effort to minimize the cost impact to the taxpayers. After the meeting, some Board members inquired about some of the language included in the agreement, and as a result, it was determined the agreement needed to be modified. Attorney Terhune was advised to modify the agreement and present to modified contract to the Board of Trustees for review. On a motion by Trustee Houle, seconded by Trustee Alley, it was:

WHEREAS, the Village of Monroe Board of Trustees (the "Village") finds and determines that it would benefit the health and safety of Village residents to enter into an Inter-Municipal Agreement (hereinafter, "IMA") with the Town of Blooming Grove (the "Town") to supplement the Village's Department of Public Works' resources on an as-needed basis, and in emergency situations, with resources from the Town's Department of Public Works resources; and

WHEREAS, the Town is willing to enter into such an IMA with the Village and provide such services as may be needed, provided, however, that the Town has excess capacity to perform the requested work; and

WHEREAS, the IMA describes the type of work that the Village would request from the Town from time-to-time and the cost of such services; and

WHEREAS, the Village will determine when such services are needed; and

WHEREAS, the term of the IMA is limited to one (1) year, and may only be renewed in writing upon the consent of the Village and the Town; and

WHEREAS, the subject IMA is attached hereto and made a part of this Resolution.

NOW, THEREFORE, be it resolved that the Board of Trustees of the Village of Monroe hereby authorizes the Mayor to execute an IMA with the Town of Blooming Grove to supplement the Village's Department of Public Works' resources on an as-needed basis, and in emergency situations, with resources from the Town's Department of Public Works resources, as set forth in said IMA.

Ayes: Trustees Alley, Behringer and Houle

Nays: None

**INTER-MUNICIPAL AGREEMENT
FOR CAPITAL ROADWAY, WATER MAIN SERVICES
BETWEEN VILLAGE OF MONROE & TOWN OF BLOOMING GROVE**

THIS INTER-MUNICIPAL AGREEMENT (hereinafter, "IMA"), made and entered into this 4 day of June, 2019, among and between the TOWN OF BLOOMING GROVE, a municipal corporation with offices located at 6 Horton Road, Blooming Grove, New York 10914; Wayne Kirkpatrick, Highway Superintendent of the Town of Blooming Grove (hereinafter "Highway Superintendent"(the Town of Blooming Grove and the Highway Superintendent are referred to herein collectively as the 'TOWN') and the VILLAGE OF MONROE, a municipal corporation with offices located at 7 Stage Road, Monroe, New York 10950 (hereinafter the "VILLAGE").

W I T N E S S E T H

WHEREAS, the TOWN, through its HIGHWAY DEPARTMENT, is legally responsible for and does perform services to maintain, repair, keep safe and passable all the dedicated roadways, culverts, catch basins, ditching, storm drains, curbing, water main repairs and additional capital work within the TOWN and otherwise provides for road sign maintenance, tree and limb clearing, and other road related matters with the TOWN; and

WHEREAS, the VILLAGE is desirous of having the TOWN, through its HIGHWAY DEPARTMENT, perform work, as set forth in Exhibit “A”, attached hereto, and made part hereof; on an as-needed basis, culverts, catch basins, ditching, road sign, storm drains, tree and limb clearing, and any other related matters for the VILLAGE (collectively, the “WORK”); and

WHEREAS, as authorized by Article 5-G of the New York State General Municipal Law, both governmental entities have found and determined that in order to provide the most efficient service to its constituents and best serve the public interest by the entry into an IMA for the provision of services with regard to said WORK; and

WHEREAS, each municipality has agreed by resolution to and approved the terms and conditions contained in this IMA, copies of which are annexed hereto as Exhibits “B” and “C” and made part hereof.

NOW, THEREFORE, in consideration of the terms and conditions and covenants contained herein, TOWN and VILLAGE, DO HEREBY AGREE AS FOLLOWS:

HIGHWAY SERVICES:

1. The TOWN agrees that through its HIGHWAY DEPARTMENT, or other departments, as necessary, shall perform WORK for the VILLAGE, as set forth in Exhibit “A”, attached hereto and made part hereof, on an as-needed basis, and that said WORK shall be of the same nature, grade, type and quality as work performed for the TOWN; and the TOWN also agrees that the labor and services provided to the VILLAGE shall be performed in a manner of equal quality and care.

2. The TOWN and the TOWN HIGHWAY SUPERINTENDENT shall, in good faith, consider and respond to all requests for information and services pursuant to this IMA that may be made by the VILLAGE, including requests concerning the manner, mode, quality and priority of WORK to be performed. It is the intention of the parties hereto that the VILLAGE shall receive such services for the purpose of this IMA as though it were part of the unincorporated TOWN.

3. The SUPERINTENDENT OF HIGHWAYS shall coordinate and prioritize with the VILLAGE’s Department of Public Works Supervisor (“DPW”) all WORK to be performed in the VILLAGE by the TOWN.

4. In all emergencies, including official “States of Emergencies,” the TOWN will assist the VILLAGE with any emergency work that may be required. The VILLAGE DPW will notify the TOWN of potential emergency work by contacting the HIGHWAY SUPERINTENDENT or his representative via cellular phone, standard phone, or electronically. The HIGHWAY SUPERINTENDENT or his representative will assist to coordinate all emergency work. The TOWN HIGHWAY SUPERINTENDENT or his representative will stay in contact with the VILLAGE on an ongoing basis until such time that the emergency subsides or is terminated as determined by the VILLAGE or other designated authority, i.e., Federal, State or County, or it is determined that no work is required by the VILLAGE. During these emergencies, the TOWN and/or the HIGHWAY SUPERINTENDENT will coordinate and assist the VILLAGE to the best of their ability.

The VILLAGE has created an “INCIDENT REPORT,” attached hereto as EXHIBIT “D,” as an example. The Incident Report format may be changed from time to time by the DPW, in consultation with the HIGHWAY SUPERINTENDENT. The VILLAGE will utilize the Incident Report as a record of all reported emergency repairs. The VILLAGE will maintain an original copy of the Incident Report and the TOWN will maintain a copy for its own recordkeeping. The report will be prepared by the VILLAGE and forwarded to the TOWN’S HIGHWAY DEPARTMENT. The TOWN’S HIGHWAY DEPARTMENT will acknowledge receipt in writing or orally to this report within two (2) regular business days of receipt of the report or as soon thereafter as practicable under the circumstances. The incident report will also serve to update and report on the status of actions taken and resolution of the incident/problem. A list of emergency scenarios that the TOWN agrees to assist the VILLAGE with is attached hereto as EXHIBIT “E” and made a part hereof.

GENERAL PROVISIONS & PAYMENT

5. The TOWN agrees that each employee assigned to perform the services to be provided hereunder to the VILLAGE shall be required to provide such services in a manner equal to those services provided in the TOWN, it being the intention of the parties that the VILLAGE shall receive such services for the purposes of this IMA as though it were part of the unincorporated areas of the TOWN.

6. EXHIBIT "F" details the sums to be paid by the VILLAGE to the TOWN as provided for in this Agreement, with said sums being payable within thirty (30) days of receipt of services rendered.

7. The TOWN shall name the VILLAGE as an additional insured on its liability policy. The VILLAGE shall name the TOWN as an additional insured on its liability policy. The TOWN and the VILLAGE hereby agree to indemnify, defend and hold harmless the other for negligence or wrongful acts occasioned by their respective agents and employees.

8. This agreement may not be changed orally. In order to be binding, any future modification to this Agreement must be in writing, signed by the parties and approved by the respective boards.

9. Any notice, demand, request or other communication required to be given under this Agreement will be given by personal delivery or by certified or registered mail, postage prepaid and addressed:

a. To VILLAGE at its office or its mailing address first set forth above, marked Attention: VILLAGE CLERK.

b. To TOWN at the address first set forth above, marked Attention: TOWN CLERK.

c. Notice, demand, request or other communication shall be deemed given when actually delivered to VILLAGE CLERK or TOWN CLERK, as the case may be.

10. This agreement shall commence on _____, 2019 at 12:01 A.M. and shall terminate on _____, 2020 at 12:01 A.M. unless extended by both parties.

11. If the VILLAGE fails to make a scheduled payment (as agreed herein) on the due date, the TOWN must, as a condition precedent to termination, provide the VILLAGE with a written notice of default and demand for payments. Said written notice shall be hand delivered or delivered by certified mail to the VILLAGE CLERK. The VILLAGE shall have thirty (30) days, exclusive of the date of receipt, within which to cure the VILLAGE'S default in payment. If the VILLAGE does not cure by making full payment within this period, the TOWN may, thereafter, upon written resolution adopted by the Town Board, terminate this Agreement. Termination of this agreement and cessation of capital services by the Town shall occur no earlier than sixty (60) days after the payment due date.

12. If the TOWN fails to perform the WORK requested and agreed to by all parties, keep safe and passable all the dedicated roadways (other than any street or roadway maintained by the State of New York or County of Orange), culverts, catch basins, ditching, road signage, storm drains and related areas, and provide services in connection with said WORK, the VILLAGE may terminate this agreement. The VILLAGE must, as a condition precedent to termination, provide the TOWN with a written notice. Said written notice shall be hand delivered or delivered by certified mail to the TOWN CLERK. A copy of said notice shall be served in the same manner upon the TOWN attorney. A failure to serve the TOWN attorney with the same shall not be deemed a breach of the provisions of this notice paragraph. The TOWN shall have thirty (30) days, exclusive of the date of receipt, within which to cure the TOWN'S failure to provide the aforementioned capital repair services. If the TOWN does not cure the failure to provide the aforementioned services within this period, the VILLAGE may, thereafter, upon written resolution adopted by the Village Board, terminate this agreement. Termination of this agreement and cessation of services by the Town shall occur no earlier than sixty (60) days after said notice has been given.

13. The TOWN SUPERVISOR and/or HIGHWAY SUPERINTENDENT, or their representative will promptly (within 24 hours) report in writing to the VILLAGE all accidents, damages, or incidents, whether occurring on or adjacent to the work site that results in death, personal injury, private or public property damage arising out of or in conjunction with the performance of the WORK performed hereunder, and said report shall give full details of the incident, including statements of any witnesses. In addition, if death or serious injury is caused, the accident shall be reported immediately by telephone to the Mayor. If any claim is made by a third person against the TOWN HIGHWAY DEPARTMENT on account of any accident, damages, or incidents arising out of or in conjunction with the performance of the services performed hereunder, the TOWN HIGHWAY DEPARTMENT shall promptly report the matter in writing to the VILLAGE giving full details of the claim.

14. All WORK that is requested and agreed upon by all parties under the terms of this agreement shall be completed in a timely manner, depending on weather and/or availability of supplies and equipment. A request for services and/or repairs must be answered within 20 days and the work completed within 30 days, or as agreed to by the HIGHWAY SUPERINTENDENT and DPW, weather permitting and when the necessary supplies and equipment are available. When weather and/or

availability of supplies are not issues and a request for services and/or repaired goes unanswered for more than 20 days and is not completed within 30 days from the TOWN's receipt of such notice and the VILLAGE is required to go to an outside vendor to complete such services, the VILLAGE will have no obligation to pay for any/all WORK that was NOT performed by the TOWN. Any such outside vendor shall be hired in compliance with required VILLAGE procurement policies. Whenever there will be a delay in such work being completed, written notice will be given to the VILLAGE, explaining the reasons.

IN WITNESS WHEREOF, the parties have hereunto set their hands, initials, and seals the day and year first above written.

**INTER-MUNICIPAL AGREEMENT – VILLAGE OF MONROE & TOWN OF MONROE –
MILLENNIUM STRATEGIES LLC (GRANT WRITERS) – CONTIUNED:**

(See Minutes 5/21/19)

At the May 21st Board Meeting Mayor Dwyer explained to the Board that he had been approached by Supervisor Cardone (Town of Monroe) to consider entering into an agreement with them, along with the Village of Harriman, in a joint venture with Millennium Strategies LLC, a grant writing company. The yearly cost of the agreement \$36,000 and will cover grants of all kind, federal, state, private, non-profit etc. The company runs about a 40% success rate. Mayor Dwyer stated that the Town would pay 50% of it and the both the Village of Harriman and Monroe would pay 25%. The Village's investment would be \$9,000 for the year, or \$750 per month. Discussion followed. Trustee Behringer stated that she likes the idea of the Village of Monroe and the Town of Monroe working together and Trustee Houle stated that she likes the idea of someone focusing solely on this on the Village's behalf. On a motion by Trustee Behringer, seconded by Trustee Houle, it was:

WHEREAS, the Village of Monroe Board of Trustees (the "Village") finds and determines that numerous county and state grants are available to local municipalities, which grants, if acquired, may offset numerous Village infrastructure and service expenses and by such offsets, lower taxes; and

WHEREAS, the Town of Monroe (the "Town") has contracted with Millennium Strategies, LLC (hereinafter, "Millennium" or the "grant writer") for one (1) year to provide grant writing services for a cost of \$36,000; and

WHEREAS, the Town of Monroe, the Village of Monroe and the Village of Harriman have expressed a desire to share the services of Millennium with the Village of Monroe and the Village of Harriman and share the cost of such services equally through an Intermunicipal Agreements ("IMA"); and

WHEREAS, the Village of Monroe desires to utilize the Town's grant writer to identify and apply for grants and other funding apparatus for one (1) year at a cost of \$9000; and

WHEREAS, Millennium shall provide the Village with a full suite of Grant Research and Writing Services including but not limited to the following:

- Ongoing evaluation of the Village's funding procurement efforts – this process will include necessary meetings with key personnel to evaluate and determine past successes compared to future funding goals; and
- Notification of all available governmental and non-governmental funding opportunities – The Village will receive detailed memoranda of potential funding opportunities that include an explanation of what Millennium Strategies will do and what the Village's responsibilities are in order to complete the grant application and produce the best possible product for submission; and
- Research, preparation (writing), submission and follow up including stakeholder support of all targeted available governmental and non-governmental funding applications; and
- Acting as a liaison on behalf of the Village with stakeholder and governmental officials and their offices pertaining to grant and funding procurement services that Millennium unde1iakes on your behalf; and

WHEREAS, nothing in the proposed IMA commits the Village to continued use of Millennium beyond the one-year agreement

NOW, THEREFORE, be it resolved that the Board of Trustees of the Village of Monroe hereby authorizes the Mayor to execute an IMA with the Town of Monroe and the Village of Harriman to share the services and the cost of Millennium Strategies, LLC for the purpose of identifying and applying for grants and/or other funding opportunities. Said IMA is attached hereto and made a part of this Resolution.

Ayes: Trustees Alley, Behringer and Houle

Nays: None

INTERMUNICIPAL AGREEMENT: GRANT WRITING SERVICES

THIS AGREEMENT made by and between the TOWN OF MONROE, located at 1465 Orange Turnpike, Monroe New York 10950 ("TOWN"), the VILLAGE OF HARRIMAN, located at One Church Street, Harriman, New York 10926 ("HARRIMAN") and the VILLAGE OF MONROE, located at 7 Stage Road, Monroe, New York 10950 ("MONROE"), municipal corporations organized under the Laws of the State of New York, is entered into pursuant to Article 5-G of the General Municipal Law.

WHEREAS, the TOWN has contracted with Millennium Strategies, LLC ("MILLENNIUM") for grant writing services; and

WHEREAS, HARRIMAN and MONROE desire to utilize the TOWN's Grant Writer upon the terms and conditions set forth herein; and

WHEREAS, HARRIMAN and MONROE are willing to accept and pay for such Grant Writing services to be provided through the TOWN for the benefit of each municipality.

NOW, THEREFORE, the parties agree as follows:

- 1. The TOWN agrees to provide through Millennium grant writing services to the residents of HARRIMAN and MONROE as set forth herein and in the annexed Agreement between the TOWN and MILLENNIUM.**
- 2. The TOWN shall organize and administer the Grant Writing services contemplated under this Agreement including, but not limited to, acting as the point of contact with MILLENNIUM and delivering all payments to MILLENNIUM.**
- 3. HARRIMAN and MONROE agree to each reimburse the TOWN \$9,000, payable within six (6) months of execution of this Agreement.**
- 4. The TOWN agrees to defend, indemnify and hold harmless HARRIMAN and MONROE and its respective officers, employees and agents from and against all claims, actions and suits and will defend HARRIMAN and MONROE and its respective officers, employees and agents, at its own cost and at no cost to HARRIMAN and MONROE, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of the TOWN. These indemnification provisions are for the protection of HARRIMAN and MONROE and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this Agreement.**
- 5. HARRIMAN and MONROE agree to defend, indemnify and hold harmless the TOWN and its respective officers, employees and agents from and against all claims, actions and suits and will defend the TOWN and its respective officers, employees and agents, at its own cost and at no cost to the TOWN, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of HARRIMAN and MONROE. These indemnification provisions are for the protection of the TOWN and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.**
- 6. This Agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Orange County.**
- 7. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be**

modified except in writing signed by the parties.

8. This Agreement may be terminated or amended on at least one hundred and eighty (180) days written notice by either HARRIMAN and MONROE or the TOWN, except that the obligation to pay the proportionate costs of MILLENNIUM's services and shall survive termination.
9. This Agreement shall be deemed effective as of the date of signing of the last Municipality. The TOWN shall, by Resolution, authorize the Town Supervisor to execute this Agreement. HARRIMAN and MONROE shall each authorize, by Resolution, the Mayor of each Village to execute this Agreement. This Agreement shall terminate on June 15, 2020 but may be extended for additional one-year periods upon mutual consent of the parties as expressed in a writing signed by the parties.

FREELAND STREET SIDEWALK PROPOSAL:

In a memo from Planning Board Chairman Gary Parise, he advised the Board that an applicant is currently before the Planning Board and is proposing the installation of sidewalks along Freeland Street due to a proposed Synagogue located at 43 Freeland Street. Due to location of the proposed Synagogue, the anticipated increase in pedestrian traffic and the current lack of sidewalks along this street, the applicant has agreed to install sidewalks at his expense. The proposed sidewalk will begin at the property located at 43 Freeland Street, and run alongside neighboring properties and connect with the sidewalk located at Hidden Creek. Due to the lack of negotiation with the property owner located at 35 Freeland Street, the applicant is requesting approval from the Village of Monroe to install the sidewalk in the Village's right of way. Also in the memo from the Planning Board they stated that they supported the applicant's request. Discussion followed.

Joel Mann, of Brach & Mann Associates, spoke to the Board of Trustees on behalf of the owner of the property and explained that that they are currently before the Planning Board for a proposed shul (synagogue) located at 43 Freeland Street. The applicant has requested the installation of a sidewalk, which would connect to the Hidden Creek area farther up Freeland Street. Part of the proposed sidewalk would fall within the Village's right of way without taking anything away from the road or the shoulder. Mr. Mann explained that a portion of this proposed sidewalk would fall on a resident's property located at 35 Freeland Street. However the property owner denied their proposal. The only option left is to request to use a small portion of the shoulder between the curb and the road, and utilizing that shoulder would give them enough of a sidewalk along that section of road to install the sidewalk. In order to get this done, it is something that the Board of Trustees needs to approve. Mayor Dwyer asked how far from the curb would the sidewalk be located and Mr. Mann replied that half of the sidewalk is within the curb but the last stretch before Half Hollow is coming out into the shoulder line, and stated that the dimensions were included in the plans that each Board member had before them.

Trustee Houle asked how much of the shoulder would remain and Mr. Mann replied that no shoulder would remain, the sidewalk would take up all of the shoulder. Trustee Houle added that sometimes there would be a little grass shoulder to separate or something to act as a buffer between someone walking on the sidewalk from the road. Mr. Mann added that there is no space for that, the 4 foot sidewalk will take up all the space, but it is still safer than those walking on the road. Trustee Houle stated that her concern is that Freeland Street is a heavily traveled road, every day, all day. Where this sidewalk is proposed to go in the Village's right of way is at a very busy portion of the road, at the intersection of Half Hollow and Hidden Creek. Trustee Houle stated that she does not think anyone walking on the sidewalk in this area is any safer than walking in the street. Trustee Houle added that the Board heard from a gentleman during a public hearing state that curbs are only there to divert water, they are not there to provide any kind of safety to pedestrians. She does not see it being any safer than walking in the street. Trustee Houle asked Mr. Mann if he had any other information and Mr. Mann replied it was the only option that they had. If the Board feels it isn't safe, ok, but it was the Planning Board's recommendation to make it as safe as possible.

Trustee Behringer commented that she was surprised that the shul was approved, because that is such a busy road. Mr. Mann replied that it hasn't been approved yet. Trustee Behringer added that she travels on that road a lot as well and she would be afraid to walk on that road. Her sidewalk does have the grass buffer. Mr. Mann replied that not everyone would be walking on the sidewalks all the time. They would be put in mainly for those that would be walking on the weekends, on the Sabbath. Trustee Houle agreed that it would more traveled on certain days, but you put a sidewalk in and it is going to invite people to walk on it.

Mayor Dwyer stated that the Board of Trustees would look into the matter and they would be in touch.

INSTALLATION OF HANDICAP SWINGSET AT AIRPLANE PARK / GIRL SCOUTS SILVER AWARD – CAITLYN MCCANN & HAYLEY THOMAS:

In an effort to earn their Girl Scouts Silver Award, Girl Scouts Caitlyn McCann and Hayley Thomas have requested the Village's permission to install a handicap swing set in Airplane Park. Their goal is to have children with disabilities and in wheelchairs to enjoy the park as much as children without disabilities. Ms. McCann and Ms. Thomas are students at Pine Tree Elementary which has a playground equipped with a disability swing and recognized the need for this type of equipment in the Village's park. Discussion followed.

Caitlyn McCann stated that when passing the Airplane Park and compared it to the playground at their school, Pine Tree Elementary, they see a lot of similarities in both parks, and they thought it would be a nice idea to put a handicap swing set in Airplane Park. Haley Thomas added that handicap children should have the same opportunities to explore and discover as other children can. Studies show that swings help children with decision making and disabled children should have the same opportunities.

Ms. McCann and Ms. Thomas presented the Board with a photo example of what the swing would look like, as well as a map of the playground and where they envisioned it would go. Mayor Dwyer asked where it was geographically and Ms. McCann stated to the left of the airplane. Ms. Thomas added that the disabled swing set should be placed by the regular swings so they don't feel excluded. They added that they thought that installing a paved walkway would also make it easier for children in wheelchairs to get to the swing set.

Mayor Dwyer asked if they had gone through a board review and they acknowledged that they had. Mayor Dwyer asked what they would be doing about funding and approximately how much they would need to raise and Ms. McCann replied about \$3,000.00. Ms. Thomas stated that some of their fundraising ideas were from garage sales and car washes and Ms. McCann also suggested parent's night out, mowing lawns and in the winters, maybe shoveling snow. Mayor Dwyer asked if they had ever considered selling first aid kits or fire extinguishers. Mayor Dwyer explained that the first Eagle Scout project he mentored was for the playground behind Sacred Heart Church and by selling those items the Eagle Scout raised \$25,000. Mayor Dwyer asked what the time frame was and Ms. McCann replied that they were hoping to complete is by the Summer of 2020.

Attorney Terhune asked if members of the public wanted to make a contribution who would they make it out too? McCann replied that they are Troop 177 and Trustee Alley added that checks could go to GSHH (Girl Scouts Heart of the Hudson). Mayor Dwyer asked the girls to provide the Board with the donation information and the Village would get it up on Constant Contact and the Village's website, and they should get it to the Town as well.

Trustee Alley asked how many girls were in their troop and Ms. Thomas replied 9. Trustee Alley asked if they were open to other fundraising opportunities and the girls replied they were. Trustee Alley asked if they were open to doing something at the 4th of July celebration and they replied they were. Trustee Houle added that the Village is celebrating its 125th Anniversary this year and on August 17th in conjunction with the Mighty Spectrum Band concert, the Village will be hosting a Community BBQ and they are in desperate need of someone to sell drinks. There is also Founder's Day on September 21st. There are other opportunities to raise money at these events.

Trustee Behringer commented that she is a teacher and she knows how important it is for every child to feel included and she is also becoming a Girl Scout leader for her daughter's troop since the current leader is moving. This hits close to home and she loves the idea.

Trustee Houle added that in a time when kids seem so attached to their electronic devices, she likes that they are looking for ways to get them outside and playing.

Ms. Thomas asked if this is something that the Board will approve and support. Mayor Dwyer replied hands down.

REQUEST FOR LICENSING AGREEMENT FOR FENCE INSTALLED ON VILLAGE PROPERTY – 315 STGE ROAD:

Mayor Dwyer tabled this matter for further discussion.

AUTHORIZATION FOR VEHICLE LEASE / BUILDING DEPARTMENT:

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

RESOLVED, the Board of Trustees approved the lease of a 2019 Jeep Compass Latitude 4X4, VIN# 3C4-NJDBB6KT-709868 from RI Suresky & Sons Jeep, located at 2 Hatfield Lane, Goshen, NY 10924. The 42 month lease will have a monthly payment of \$250.00 per month and is to be allocated from the Auto Reserve Budget Line, A9950.9800.

Ayes: Trustees Alley, Behringer and Houle

Nays: None

DISCUSSION – ARCHITECTURAL APPEARANCE REVIEW BOARD:

Mayor Dwyer stated that one of the things he pledged during the election was to bring back the Architectural Appearance Review Board (AARB). Mayor Dwyer continued that he served on the committee but also went through the committee. It is an important committee because the character of our Village is important. This was a big thing for them when they ran and they want to see it come to fruition. Mayor Dwyer added that under the current law it falls under the Planning Board and it may become of sub-committee of that Board, but it needs to be discussed a little in light of all the construction that is going on.

Trustee Houle stated that she is very much in favor of the AARB. The Board would need to see a clear cut plan or concept of what they want it to be and the manner in which they are going to highlight those items. Trustee Houle asked would they appoint people from the Board to do the research and to develop that or will the Board approve that. Mayor Dwyer replied that they would have to go out to the public. The Board can have the Planner assist them as she has already assisted other municipalities with setting the guidelines. Mayor Dwyer stated he thought it might be helpful if they followed that lead. Mayor Dwyer also suggested asking people from the community to become part of the committee.

Trustee Houle asked if this would be something they would combine with the review of the Village's Comprehensive Plan and Mayor Dwyer replied that this is very important right now and things need to be looked at more comprehensively and the sooner they get it done the better. Notwithstanding the Comprehensive Plan, that needs to be reviewed as well

Trustee Behringer stated that she liked the idea. She suggested looking at other towns and what their AARB's are like and holding a workshop to see what the residents want, what they want their Village to look like. She added that when she went to Saratoga it was beautiful. The public always has great ideas, they should look to the public who has ideas but may not know how to share them.

Trustee Alley stated that she believed fully there was a need to develop a plan for the future of the Village going forward. She is excited to hear some expert opinions as to where the AARB would be from a planning perspective. Trustee Alley asked if there was a timeline and Mayor Dwyer replied that he has asked counsel to begin to look at a starting point and once they hear back from her they can hit the ground running. Attorney Terhune added that a good place to start would be if the Board reached out to the public asking if anyone wanted to form a committee and she could reach out to the Planner and ask her to put together some ideas of what they have done in other communities. Attorney Terhune also suggested looking at other code models, or municipality models, that is a good place to start. It doesn't take much to appoint a committee, and the Board can take their input and go from there. Attorney Terhune added that you take the guidelines and give them to your Planning Board with implementing them. Or you could have a separate Board, she has seen it work both ways.

Trustee Houle wondered if the Planning Board had any ideas and suggested talking with them as well. Mayor Dwyer replied that was a great idea, and suggested maybe sending inquiry cards out to the community. Mayor Dwyer recalled a time when he had to appear before them 4 times on a particular project and had to produce things like sample glass, etc. Trustee Behringer added that you go into some of these communities and places like Price Chopper and Dunkin Donuts, don't even look like them because of drop down lights and such. Attorney Terhune interjected and added that some municipalities apply guidelines for whole communities while others limit it to historic or business districts. You need to be mindful if you are going to have a separate board or the Planning Board, the more applicants that go through the process, you are creating more work for that Board. You could also phase it in and see how it works.

Mayor Dwyer stated that Counsel will reach out to the Planner and pull codes from places that she is familiar with and the Board can decide if they want to embark on a new Board or putting the duties on the Planning Board.

DISCUSSION – VILLAGE OF MONROE WEBSITE:

Mayor Dwyer stated that the Board has spoken about the Village's website and the need to have it updated. It is old and tired, there is only one person maintaining it and it needs to be more user friendly. Mayor Dwyer asked the Board to weigh in on the subject.

Trustee Houle stated that it does need to be overhauled and made more user friendly. You currently cannot extract information from it into your personal calendars and that makes a big difference to people. The Village recently joined forces with Burbio and they too cannot extract our event information from the Village's website and has to upload it manually. Trustee Houle continued that she believed that there should be one person responsible for the website and they should be onsite. That person should also be responsible developing the Village's Facebook page. She has looked at other municipality's websites and the Village of Monroe is the only municipality that does not have the Facebook icon on its page. Making it more accessible will make it better.

Trustee Behringer referenced the Monroe-Woodbury School Districts website. Trustee Behringer replied that it is very user friendly and one of the biggest complaints that she gets is that people don't know about the Village's upcoming events.

Trustee Alley stated that she was not going to knock the Village's website, it served its purpose. The Village does struggle to get information out there and updating things is always a plus.

Mayor Dwyer stated that he received a proposal from an outside agency the week prior and suggested using that to determine what the Village was really looking for and model an RFP (Request for Proposal) after it to search for a new website developer.

MAYOR'S REPORT:

Trustee Houle stated that Sunday had been the first day of the Farmer's Market. It was a gorgeous day with a lot of foot traffic and a lot of people are glad that it is back. Trustee Houle added that next week is the grand opening and they have a lot of activities planned.

Trustee Behringer commented that Trustee Alley has been working on the Hometown Hero Banners. People will have the opportunity to purchase and display them for a loved one, living or deceased, in and around the Village. Trustee Alley added that the postcards will be going out to advertise, and the Village will be placing three orders, the first in July, then August and then September. Next year it may be just one order. The Village will allow residents to put the banners back up as long as the condition of the banner is good, at half the price. It will make our downtown look great. They are 24" by 48", and are two sided with a photo on both sides. Attorney Terhune added that she did one for her father who is a WWII veteran and it is hung in Highland Falls. She was also to buy inexpensively for each of her siblings a smaller version of the banner that they can hang on Memorial Day, and there is also a plaque. It looks good and it makes a great gift. She is going to try and get one for her brother who was in Vietnam Vet. Trustee Alley added that some people had questions regarding the photos, and the company themselves will do the retouching. For residents who don't know how to scan a photo or whatnot, they will open up Village Hall and the volunteers will help with scanning the pictures and filling out the applications.

PUBLIC COMMENT: # PRESENT 13 TIME: 7:57 PM

Resident John Karl stated that there are two letters of credit listed on the agenda that are expiring at the end of the month.

Mr. Karl commented on the sidewalk issue on Freeland Street. Everyone talks about the grass stripe between the curbing and the sidewalk and asked if anyone knew what it was for. Mr. Karl continued that it was for snow storage. What the applicant is proposing to do would put that snow on the sidewalk and the elderly lady who was asked to allow part of the sidewalk would now be responsible for shoveling that snow. Trustee Houle asked if that was right and Mayor Dwyer confirmed that it was. Mr. Karl continued that he has the luxury of driving an 80,000 lb. vehicle on that road a lot and there is no place for anyone to go. You can imagine what it'll be like when the ladder truck is going down that road, there is no place for anyone to go. Mr. Karl reiterated that Freeland Street needs turning line at Calvin Terrace and Forshee Street. It's like trying to push a golf ball through a garden hose, its grid lock all the time now when it used to be just on Fridays. To narrow that road and expect emergency vehicles to get through there, what are we doing? Mr. Karl added that it's the same thing on Spring Street turning on to Mapes Place. When the Village took the roads over from the County, they were never brought up to specs. Several of the current Board Members were part of that and you took it hook line and sinker. You took the problem away from the County. Something needs to be done to keep the traffic moving.

Mr. Karl asked for an update on the YMCA. Approximately a month and a half ago the Mayor made a comment that the Board would be coming out with a written statement. He saw a legal notice that the Planning Board had a meeting out on the site, he would have like to attend but he was away. Mayor Dwyer replied that the applicant is before the Planning Board right now and they are looking to expand and they are looking for the Planning Board to approve that expansion. Mayor Dwyer continued that he was at the field visit and they are looking at the traffic out there. They are looking to determine if they need that second egress.

Mayor Dwyer continued that the thrust of this Board since the first day in January 15, 2019 was trying to figure out how they got where they got. A result of all that work, the Board is on the track to try and find alternate locations for that traffic, notwithstanding the fact whether or not they even need it. Mr. Karl made the suggestion to keep the emergency services involved in that, as they have a lot of large emergency apparatus and need more than one inlet/outlet to get there. Especially when Rt. 208 gets backed up. Mr. Karl added they should still consider the 5 year leasing agreement for the Town property, open everything up and see what works. Mayor Dwyer acknowledged that no statement has been made yet and the Planning Board has taken up the application and they are allowing them to do their job.

Mr. Karl continued that under the past administration there was talk of doing the intersection outside of Village Hall and asked if that has been resurrected. Mayor Dwyer replied that it is still moving along, it is one of the Tips project, and there are layers upon layers of things that the Village Traffic Engineer, Creighton Manning, are working through, checking off boxes as they go. It is a very slow process. The funding is there through the Federal Government. Mayor Dwyer explained that recently they had a field study with the Engineers and first responder vehicles to see how everyone would transverse through the new, proposed intersection. They had a truck with a tow behind trailer, but were unable to get the fire departments largest truck, it was out of service that day. It was a little restricted, but they wanted to see it. There is no point in building it if it doesn't work. Mr. Karl asked if there was room to get a rotary in there and Mayor Dwyer replied no unless they took part of the trail away, and that wouldn't happen.

Mr. Karl continued and asked for the status of the hydrant painting and color coding. Mayor Dwyer replied that there is a plan in place for the hydrant painting, it has started but they need to catch up. Mayor Dwyer continued that the Village has recently invested in a project called Diamond Maps, which will help them identify every piece of construction in the Village, and then allow them to create a schedule in place which will include painting, flushing, pressure flow etc. The product will be shipped out this week and they will be attending a class on June 12th at the 488 American Legion Post to learn how to use the product.

Mr. Karl asked for a status update on the transmission line from the reservoir to the treatment plant. Mayor Dwyer replied that the Village went out for a WIIA grant with the hopes of getting that so as not to put the burden on the rate payer. Mr. Karl interjected and reminded the Board that when he was Mayor he had a service charge in play to go towards debt service and had it still been in place, instead of removing it and raising the water rates, there would be money to do these projects. Now the Village is a hole and is in need of funds. Mr. Karl advised that he left information off for the Mayor and it pertained to funds available for low interest loans should the situation ever be declared an emergency. Mr. Karl asked if both transmission lines are running or is one off and one running. Mayor Dwyer replied that transmission line from 1894 is off and the line from 1941 is on. Mr. Karl stated he wished the service charge had been left in there, it would have been a fixed cost. If the second line lays an egg the Village is in big trouble. Mayor Dwyer replied that the main thrust is the \$3.6 million dollars to bring the line in a mile and a half, it is pretty substantial. Mr. Karl added that he knew the system was old and that's why he instituted it, for the future. It was taken away. Everyone would pay the debt service and maybe it would be something that they should think about bringing back. It won't be just the transmission line, something else will eventually come up. Mayor Dwyer stated that this Boards methodology is foundation first. You can't revisit the past, we can only go to the future and do the best work we can do. Mayor Dwyer continued that one of the problems with that WIIA grant that he found out from Rick Winter at NY Rural Water is that this area is not low-mod, that this area is very wealthy. Mr. Karl added that the dynamics of the Village are going to be changing and Mayor Dwyer added that a census is coming up in 2020 and that may open up people's eyes.

Mr. Karl continued that there are signs that are up now restricting parking at the old Morton Marshack building nextdoor, but they are all faded out. Mr. Karl added that Village property goes right up to those hedges so he doesn't know why those signs are there. Mayor Dwyer added that they have them parking in the municipal lot as well and it needs to be addressed. Mr. Karl commented in regards to the municipal lot, the dumpsters in the back are disgusting. They should be in enclosures and some are not, as well as them being on Village property. There are mattresses back there and its disgusting. If someone is coming to pay their taxes and park in the back to walk into the building, what kind of message are we sending. Mayor Dwyer replied that a few years ago he made a big stink over it and they

were sited. He thinks that it may just be part of their business. They look at the fine and rather than charge \$3.00 per pound, they charge \$5.00 to compensate. Mr. Karl stated that if their dumpsters on the Village property they should have a licensing agreement with the Village and he is 85% sure of it. There should be more frequent pickups in the summer months.

Mr. Karl continued and spoke about real estate signs. After a property sells, the sign should come down within 30 days. He inquired as to what happens after that. Mayor Dwyer replied that they can be sited based on the Village's ordinance. Mr. Karl stated in Windgate Woods, 8 Windgate Court and there are two properties on Half Hallow that need to be addressed. Mr. Karl continued that people move in and then they change and put a different real estate sign up. It's a shell game. This morning at 7AM they were out there cutting the grass at 24 Pearsall, that's how high it was. He added that he didn't call the cops, he was just bringing it to the Boards attention. It is progressively getting worse. School buses do door to door service and they are out there and they are blaring their horns before someone comes out. The MW school buses don't do that. Why are these buses allowed to? 18 Pearsall is a good example. The quality of life sucks in Windgate Woods.

Mr. Karl continued that all the streets that intersect in Windgate Woods don't have stop signs and people think that they can just pull out into the intersection and go. It is a problem. Whenever those traffic boxes are mounted, they know about them before he does. Someone is telling them. Trustee Behringer asked what the boxes do and Mr. Karl replied that they are traffic boxes. They count cars and maybe have cameras in them. They are chained to the light poles. When they are up, people are on their best behavior. Mayor Dwyer replied that they would look into it. Trustee Houle asked if it was a specific time of day that the stop signs are an issue and Mr. Karl replied that it is all different hours of the day. Mr. Karl added that enforcement is key and their development is becoming the Wild, Wild West. It's about quality of life.

Mr. Karl asked if the FAR law has been filed with the Secretary of State and Mayor Dwyer replied that it was not completed yet. Mr. Karl asked if that meant that people could build right up to the property lines and Attorney Terhune answered that that people still need to abide by the setbacks and current regulations that are in place. The proposed FAR law has undergone multiple reviews by multiple Boards. There was a Planning Board, Zoning Board and Board of Trustees workshop held and the Building Department has weighed in on it. It has needed a few revisions, specifically the FAR table itself, and that is being worked on by the Planner currently and should be in front of the Board at the next session. Attorney Terhune added that it will go back before the Planning Board and the ZBA for further review because they want to make sure nothing is misinterpreted once it is adopted. She anticipates it will be another month or so before it is adopted. Mr. Karl replied that one of the reasons why he is inquiring is the size of the house that is going up on Highland Avenue. They tore the old one down and are putting this one up. Mayor Dwyer reiterated what Attorney Terhune stated and that the builder must adhere to the code setbacks, rear, side and front. There is a height restriction, and if the property owner meets that and can go up two stories, they are allowed to do that. That probably won't be the case 30 or 60 days from now. Mr. Karl replied that he thought it had already been filed with the Secretary of State and Attorney Terhune stated the proposed law generated a lot of comments from the Building Department and Planning and ZBA Boards and this Board wanted to respect those valuable comments.

Mr. Karl commented on the Girls Scouts plan for adding handicap swing sets to Airplane Park. Mr. Karl suggested rather than blacktop he suggested paving stones, it looks a little dressier.

Mr. Karl asked about the safe capacity and the number of people allowed to be in there at one time. Mr. Karl stated that during Passover there were an awful lot of people in there. He is not sure how it could be done but he thinks it needs to be addressed. Although there is a sign that indicates Village residents only, the lease agreement with the US Air Force for the airplane in there, it states that it needs to be open to everyone. There are times when there are way too many people in there for the amount of equipment that is in there to be utilized. Mayor Dwyer replied that there is a lot of empty space in the back of the park and maybe you increase the number of benches and equipment that is in there.

Mr. Karl continued and spoke on his disappointment of last years' 4th of July celebration and the food trucks and running generators. The non-profit organizations made the street festival part of the event and people looked forward to going to it. The churches had their things, the Fire Company did theirs, and even the Boys Scouts were involved, but that all seemed to have disappeared. This year's celebration is less than a month away and the Fire Company has their monthly meeting tomorrow night. Mayor Dwyer advised Mr. Karl to bring it up and Mr. Karl asked what was he going to bring up? Mayor Dwyer stated that they were welcome. Trustee Alley added that the reason why they went to food trucks last year was because no one came in an applied. Trustee Alley also stated that it wasn't just the Fire Company. Mr. Karl responded that the Fire Company was basically told that the food trucks were coming and that's why they didn't do the hot dogs last year. It gets very expensive to feed a family of four at a food truck and he stated he was very disappointed last year and hopes that they don't go back to

that this year. Mayor Dwyer asked if it was the Fire District meeting tomorrow night and Mr. Karl replied it was the Mombasha Fire Company meeting. Mayor Dwyer asked what time the meeting time was and Mr. Karl advised it was 8PM. Mayor Dwyer stated that he would come to the meeting and Mr. Karl replied that he would get in touch with Company President Matt Imperio and let him know. Mr. Karl continued that the Fire Company has agreed to come down and do the cooking after the last concert in August. Trustee Behringer asked Trustee Alley what she was saying about food restrictions and Trustee Alley replied that the County now puts a lot of restrictions on things and it took the Methodist Church almost three hours to get their permit and they were only selling the basics like popcorn, etc. Mr. Karl stated that we need to get back to a community street festival. Trustee Alley stated that she would like to see that too but we have two different generations now, one that wants to see the food trucks and another that want to non-profits. The non-profits don't have a lot of opportunities to fundraise in the Village and at events like this they have a captive audience. Mr. Karl added that all the local businesses do well those nights. Mayor Dwyer stated that the Board agrees with him, and they are in for everything. But we didn't have that last year, all they had was the Methodist Church. Trustee Alley asked if it was the Fire Company that decided to sell glow sticks because the food was an issue. Mayor Dwyer reiterated that he will be at their meeting the following night. Mr. Karl stated that he wished it was the Village of 45 years ago and Trustee Alley agreed, but there are different generations in the Village now, some of which are looking for the food trucks, so her hopes is to see the center of town reserved for the local non-profits and perhaps move the other vendors, with the generators, to another location.

Mr. Karl finished up by asking for an update on the float parade application that he submitted to Trustee Houle for the 125th Anniversary. Trustee Houle replied that they just need to attach the Hold Harmless Agreement to it and they can get it out and up onto the Village's website.

ZBA member Howard Zuckerman notified the Board that the prior Thursday he attended the Orange County Municipal Planning Chairpersons meeting as a representative of the Village's Zoning Board and Gary Parise, Chairman of the Village's Planning Board was also in attendance. Mr. Zuckerman continued that the meeting was chaired by Orange County Planning Commissioner David Church and many municipalities were in attendance. Planning Board Secretary Debbie Proulx was invited by members of the federations Executive Board to participate in the "Going Green" segment of the meeting. This was something that Ms. Proulx participated in on her own time. They discussed there is a large deficit in the training on new members and that are going to add a course hopefully next year where they will present a Planning Board matter to the new members and they will go through the process from beginning to end. It will also include the proper decorum at these meetings and how to behave. Mr. Zuckerman added that some complaints were made by some Board members, not the Village, that some of their newer members were acting in an inappropriate fashion at some of these meetings.

Mr. Zuckerman continued that Ms. Proulx was asked to discuss the Village of Monroe's efforts to have its Boards, especially Planning Board and Building Department, to go as paperless as possible. The Federation had been told by applicants, contractors and other Boards about the Villages ongoing plan to introduce modern technology to drastically cut down on the amount of paper that is used and wasted. Mr. Church made it a point to state that he was aware of the Village's efforts and it not only helped the environment but the impact it had on cost as well. Other Chairpersons in attendance stated that they would like to follow suit but were lacking support of their municipal boards.

Mr. Zuckerman added that they also discussed the lack of technical expertise to set up a system and Ms. Proulx advised them that the technical expertise could be provided by their current employees inside their municipalities or supplied from outside contractors. Mr. Zuckerman stated that while he is a flip phone dinosaur, he was very proud of Ms. Proulx and the Village of Monroe. Mayor Dwyer stated that the Village Board has taken on the going paperless initiative and are working with an outside agency who will help the Village set up a system after a pretty robust cleanup. It is the Villages goal to scan the files to make them more accessible as the Village currently has approximately one million pounds of paper in this building. It is a waste of paper and a waste of time and it doesn't work. Mayor Dwyer added that he is very proud of this Board and the initiative that Village Clerk Baxter is taking with the group that is going to come in and assess our current conditions.

Resident Liz Walsh commented on the speeding and truck traffic on North Main Street. Ms. Walsh admitted to having a lead foot herself and with North Main being an open roadway, it almost encourages the speeding. She stated that she needs these laws for herself as she is always late, and good laws control people like her. Her main concern is small children getting run over on North Main. The summer is coming and that is when it gets bad. Last year was horrendous. Ms. Walsh added that it isn't the Police Department, they are out there doing what they need to do, and it isn't realistic to assume that they can be out there all day. Ms. Walsh stated that there are other municipalities out there, like Maybrook, which has a huge fine if you are caught in a big truck out on Rt. 208, it will cost you \$4,000. Ms. Walsh thinks that the problem on North Main, the fines are too low, potentially making it worth the risk.

Ms. Walsh added that there is school programming all summer at North Main and there is YAC camp at Smith's Clove Park, and no one slows down until they hit the traffic light on Spring Street. It is a high pedestrian area. Ms. Walsh added that studies have shown that lower speed limits make for a better community, a more walkable community. Ms. Walsh added that she travels to Pearl River and the entire community is 25 MPH and there is no time limit, it is that speed limit all the time. Ms. Walsh stated that this would be helpful along North Main, as well as Pine Tree Road. She would like to see this summer be better than last year. Trustee Houle replied that she had done some research and has a friend in Pearl River as well. Trustee Houle continued that Pearl River is a hamlet, not a village, and any road owned by Orangetown is 25 MPH, and any road owned by the County is not bound to those 25MPH speed restrictions. The school zones are also 15 MPH. Trustee Houle also added that she looked at Warwick's code and another municipality's code regarding school zones. She continued that she also looked into the NYS Department of Transportation's website and it states that the speed restriction is only in effect during school hours and while it may be for appearance purposes only, the Police Department would not be able to issue a summons outside of those hours. Ms. Walsh stated that the appearance of a 15 MPH speed sign at all times would be helpful. Trustee Houle stated that she has spoken to the Chief of Police to look into different alternates of ways to show speed that may also act as a deterrent. Trustee Houle also stated that the Village has new signs coming for the truck restrictions and they will be put up as soon as the DPW gets them.

Ms. Walsh asked what the fines were. Trustee Houle replied that the fines vary. The restriction itself is about \$400. If a truck is pulled over, they would be issued the restriction ticket, but the officer would also inspect the truck and now the truck is subject to additional tickets for any infractions. Trustee Houle stated that she and Chief Melchiorre would be taking a ride to Maybrook to take a look at what that sign says and what those penalties would be, and then follow up with their Justice Court as well. Ms. Walsh added that Maybrook has a trucking company in it and they are able to control it. Mr. Karl added that it doesn't apply to State roads and Rt. 208 is a State road.

Ms. Walsh also commented that a crosswalk would be helpful on North Main in front of the AOH. Many people cross there and it can be very dangerous.

Ms. Walsh inquired about how the Village is handling absentee landlords in regards to getting the grass cut. Trustee Houle replied that the Village's code states that the grass cannot go above 12 inches at which point the Building Inspector can cite them. The property owner is given a certain amount of time to get the grass cut. Trustee Houle added that the Village just recently hired a part time Code Enforcement Officer who started yesterday.

Ms. Walsh added that in regards to the speeding and truck traffic that she was also speaking on behalf of the residents of Franklin Avenue as well.

Tom Olley, YMCA Board Member, asked what was the status of the issues that the Board of Trustees had with the YMCA. Mayor Dwyer replied that the Board is trying to come up with alternate access points or in its current state right now without any changes by you or with changes made by you that have prepared for us have mitigated to our satisfaction the crossing of the trail. But the theme of their work is to get the YMCA an alternative. Mr. Olley stated that he is a little agitated by what Mayor Dwyer told Mr. Karl because Mr. Olley claims that is not what he said to Ross Micelli, YMCA Executive Branch Director, and Jeff Peifer, YMCA Board Member on May 3, 2019. Mr. Olley continued that Mayor Dwyer told these gentlemen to give him three weeks and that was on May 12th. Mr. Olley stated that Mayor Dwyer told him on May 12th that he would have an answer by the end of the month. On May 16th, the YMCA sent the Board of Trustees a letter to address our concerns, it was sent to all the Board Members and they copied the Planning Board Chair which they felt was appropriate since they are currently before them, they have got nothing back. The Board of Trustees has gone completely dark on them. Mr. Olley continued that the Board stated they are looking for alternatives, but they are not including them in the discussion. Mr. Olley asked how they compromise. Mr. Olley continued that the Board asked them to compromise in March, and they're not talking to them. In March the Board of Trustees was notified that the clock was ticking. Every month \$17,500 goes out just paying interest and the Board keeps asking for more time. You keep asking for more time but the deadlines that the Board sets go by. Mayor Dwyer replied that this is not his fulltime employment. The Board told the YMCA almost a year ago that they were not in favor of going across the trail. The Board of Trustees asked them to look in a different direction and they did. Mayor Dwyer continued that YMCA CEO Ira Bedansky contacted him and told him there was a problem. Mayor Dwyer continued that this resulted in a meeting being held with himself, Mr. Besdansky, YMCA Board Member Kevin Preston and Town Supervisor Cardone. What was learned at that meeting was that the 5 year licensing agreement that the Town was offering to the YMCA was not acceptable to them and asked to be put on the Village of Monroe January 15th agenda. Mayor Dwyer doesn't think that they have not done what they could in the time that they have been given to do it. This project came in under John Karl's administration and sat through Jim Purcell's. It's been 8 years and you have done nothing. Mr. Olley disagreed and stated that they were

working with the Village from 2015 on. Mr. Micelli interjected and stated that Mayor Dwyer used a bad choice of words. Mr. Olley advised the Mayor that he cannot say that the YMCA did nothing. Mayor Dwyer retracted his words and stated that he was not going to get into the banter back and forth. Mayor Dwyer stated that the YMCA just received in September 2018 permission from State to come into the intersection on Rt. 17M.

Mayor Dwyer continued that the Board has been doing everything that it can to mitigate the concerns that they had and all he hears about now is that the access in question is a problem. The Board of Trustees did not put themselves out there, the YMCA put themselves out there. Now the Board is being charged with the responsibility of trying to afford them passage across the trail that they have concerns about. Mr. Olley replied that what he is asking is why the Board of Trustees isn't speaking with them about these other alternatives that they are trying to develop. Mr. Olley added that the YMCA may be able to support them with that but they need communication and they have gotten zero back from them. Mayor Dwyer answered that on May 3rd he met with Mr. Micelli and Mr. Peifer and asked for several weeks. At the Planning Board meeting the YMCA stated that the Mayor was wasn't following through. Mr. Olley replied that that wasn't correct. Mayor Dwyer continued that his point is that if he says something, you can take it to the bank and cash it. Mayor Dwyer continued that the gentlemen that he met with on May 3rd knew what he meant but he chose not to believe him and he followed up with them directly, and Mr. Olley apologized to the Mayor afterwards. Mayor Dwyer reiterated that the Board of Trustees is doing everything that they can to help the YMCA. The Board of Trustees was under the guise for the longest time that the second egress was a requirement. Now, the Board of Trustees recently found out that it wasn't a requirement, but a suggestion. Mayor Dwyer asked if that was correct and Mr. Olley replied that it was not. Mr. Olley replied that the YMCA was told by the Planning Board not come back to them until they had secured a second access. Mayor Dwyer asked when that was and Mr. Olley replied that he thought it was back in 2014 and then again in 2017. Mayor Dwyer asked if the expansion was part of the conversation with their initial application and when that was and Mr. Olley replied that was late 2010. Mayor Dwyer stated that the YMCA was told in 2017 that the Planning Board would not consider their application at that time without a second egress. Mr. Olley stated that they were told that in 2010. Mr. Peifer interjected and stated that they YMCA was told with phase two they would need a second access. Mr. Olley continued and laid out the YMCA's initial application process dating back to 2010. Mr. Olley added that there is a long history of activity but if the Mayor wanted to state that they didn't do anything between 2011 and 2014, they ran the YMCA. But since 2017, the YMCA has been told to bring them a second access.

Mayor Dwyer asked if the Planning Board has let the YMCA back in to discuss their expansion and Mr. Olley replied that after the March meeting the YMCA asked if they could go before the Planning Board and bring them up to date without resolution from the Board of Trustees and they entertained them. Mr. Olley added that they have no idea what the Planning Board is going to do with their application. Mr. Olley stated that the Mayor cannot negotiate on behalf of the YMCA with including them and assume that the YMCA's lenders will be ok with that.

For the next 40 minutes Mayor Dwyer spoke regarding the Board of Trustees work towards finding an alternate solution for the YMCA and Mr. Olley spoke about the YMCA's frustration with the Board of Trustees lack of communication. To hear the additional conversation, please reference the audio on file in the Clerk's office.

Resident Tim Mitts commented on the garbage issue that Mr. Karl spoke of earlier in the meeting and suggested contacting the Orange County Health Department. It appears that it may be a health issue and the Village should get them involved enforcement. Mr. Mitts also stated that he recently heard that in Westchester County they are currently allowing the Department of Health to enforce living conditions, where they recently turned out 28,000 citations.

Mr. Mitts asked if fire hydrants that go into the Town of Monroe are supplied with water from the Village of Monroe or does the Town have its own hydrant system. Mayor Dwyer replied that it depends on where the hydrants are located but the Village does have water districts that service the Town of Monroe. Mr. Mitts replied it was the Round Lake area and Mayor Dwyer replied that was the Village of Monroe's water. Mr. Mitts stated that he has received a complaint that someone pushed for weeks to get that line flushed out and when it was flushed out a lot of gook came out of there and perhaps it was because it was the end of the line. Mr. Mitts added that they flushed the hydrant across the street from him and it was fine, but he is not at the end of the line.

EXECUTIVE SESSION:

On a motion by Trustee Houle, seconded by Trustee Behringer, with all in favor, the meeting was closed at 9:46 PM. Following a 5-minute recess, the Board convened in Executive Session for discussion of pending litigation.

Executive Session Minutes compiled by Mayor Dwyer.

OPEN SESSION:

On a motion by Trustee Houle seconded by Trustee Behringer and carried, the Open Meeting resumed at 11:40 PM.

AMENDMENT TO VENDOR APPLICATION FEES:

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

RESOLVED, the Board of Trustees approved the following vendor fees as they are associated with the Independence Day, Carnival and Concert Series applications as follows:

501(C)3 Applicants
\$25.00 Vendor Fee

Village of Monroe:
Non-Food Applicant - \$50.00 Vendor Fee
Food Applicant - \$125.00 Vendor Fee

Outside of the Village of Monroe:
Non-Food Applicant - \$50.00
Food Applicant - \$200.00

TEMPORARY APPOINTMENT – ELIZABETH DOHERTY – MAINTENANCE & UPDATES OF VILLAGEOFMONROE.ORG WEBSITE:

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

RESOLVED, the Board of Trustees approved the interim hiring of Elizabeth Doherty, 23 Bridge Street Monroe, NY, to update and maintain the Village's website at the rate of \$50.00/hour while the Board of Trustees re-evaluates its website. The appointment is effective immediately.

ADJOURNMENT:

On a motion by Trustee Behringer, seconded by Trustee Houle and carried, no further business, the meeting was adjourned at 11:45 PM.

Respectfully submitted,

Ann-Margret Baxter
Village Clerk