

**MINUTES OF REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF BRONXVILLE HELD ON OCTOBER 13, 2015 AT VILLAGE HALL,
200 PONDFIELD ROAD, BRONXVILLE, N.Y.**

PRESENT:	Mary C. Marvin	Mayor
	Robert S. Underhill	Trustee
	Anne W. Poorman	Trustee
	Guy Longobardo	Trustee
	Randolph Mayer	Trustee
ALSO PRESENT:	James Palmer	Village Administrator
	James Staudt	Village Attorney

WORK SESSION & EXECUTIVE SESSION

The meeting was called to order at 6:30PM on motion of Trustee Longobardo, seconded by Deputy Mayor Underhill.

Village Administrator Jim Palmer reviewed the meeting agenda.

On motion of Deputy Mayor Underhill, seconded by Trustee Longobardo, the Board entered into Executive Session at 7:00PM to discuss real estate matters.

At 7:55PM on motion of Trustee Longobardo, seconded by Trustee Poorman, the Trustees adjourned the Executive Session and entered into the public session.

Mayor Marvin re-opened the regular meeting of the Board of Trustees at 8:03 PM.

MAYOR'S REPORT

Mayor Marvin introduced a special guest tonight, Joyce Balint from the Bronxville Women's Club. Mayor Marvin thanked the Women's Club for helping with storage and equipment for the yellow brick road project.

The Women's Club is seeking members, they offer activities for all, men, women and children. Their website is www.BronxvilleWomensClub.org. They are having an open house on Veteran's Day, it will be a day of fun with activities for kids from 11am to 3pm.

Ms. Balint also announced that the Women's Club is looking for donations in the form of repairs so anyone who is handy and would like to help please contact them. The Bronxville Women's Club is located at 135 Midland Ave.

Mayor Marvin continued with her Mayor's Report. She gave a brief report on items she has been working on. Sewer cleaning continues in the business district, the most recent find was a bowling ball.

ADMINISTRATOR'S REPORT

Jim Palmer shared some details on what he has been working on. Election Day is November 3, the polling place has changed from the school to the Reformed Church. Leaf collection will begin soon. The Village has hired a new racquet pro, Jessica Watts, she will be managing the tennis and paddle program. United Water is changing to Suez Environment and had instituted monthly billing. Cablevision is installing WiFi from McGrath Funeral Home to People's Bank. The Bronxville School has created a link to sign up for updates. Please visit their website and sign up. Westchester County is offering free rabies shots for pets on October 25, 2015.

APPROVAL OF MINUTES

On motion of Trustee Anne Poorman, seconded by Trustee Longobardo, the Board approved the minutes of the Executive/Work Session and Regular Meeting of September 14, 2015 and the Special Meeting of September 15, 2015.

NEW BUSINESS

RESOLUTION – SETTING A PUBLIC HEARING FOR PROPOSED LOCAL LAW NO. 9-2015

On motion of Trustee Longobardo, seconded by Deputy Mayor Underhill, the following resolution was unanimously approved:

WHEREAS, the Board of Trustees (the “Board”) of the Village of Bronxville (the “Village”) requested Village Counsel to draft a local law revising the Traffic and Vehicle Law of the Village, Chapter 290, by altering the time limitations for certain parking meters on Parkway Road; and

WHEREAS, having received proposed Local Law # 9-2015, the Board is prepared to hold a public hearing on such proposed law,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. A public hearing on proposed Local Law # 9-2015 will be held on Monday, November 9, 2015, at 8:00 p.m. at Village Hall located at 200 Pondfield Road, Bronxville, NY.
2. The Village Board directs that all requisite notices be published in accordance applicable laws and regulations.

PROPOSED LOCAL LAW NO. 9 - 2015 A LOCAL LAW TO AMEND THE VEHICLE AND TRAFFIC LAW OF THE VILLAGE OF BRONXVILLE, CHAPTER 290, BY ALTERING TIME LIMITATIONS FOR PARKING METERS ON PARKWAY ROAD

Be it enacted by the Board of Trustees of the Village of Bronxville as follows:

Section One. Section 290-41.A. of Chapter 290 of the Code of the Village of Bronxville is hereby revised in its entirety to read as follows:

§ 290-41. Parking time limits.

- A. One and one-half hour parking. During the hours of parking meter operation specified in § 290-40, parking meters installed at parking spaces listed below shall be adjusted to accept coins for payment for parking for a period not to exceed 1 ½ hours (90 minutes):

Park Place

Parkway Road, east side, adjacent to Lenard Morange Square

Parkway Road, at parking meters on west side

People’s United Bank Plaza

Pondfield Road, meters in front of U.S. Post Office

Pondfield Road, on the west side from the intersection of Kraft Avenue south to Cedar Street

Pondfield Road, on the east side from the intersection of Tanglewylde Avenue north to Valley Road

Studio Arcade

Valley Road

Section Two. Section 290-41.H. of Chapter 290 of the Code of the Village of Bronxville is hereby revised in its entirety to read as follows:

§ 290-41. Parking time limits.

- H. One-hour parking. During the hours of parking meter operation specified in § 290-40, parking meters installed at the parking spaces at locations listed below shall be adjusted to accept coins for payment for parking for a period not to exceed one hour:

Intentionally left blank.

Section Three. If any section, subsection, clause, phrase or other portion of this Local Law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed a separate distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section Four. This local law shall take effect immediately upon its adoption and filing with the Secretary of State.

RESOLUTION – JCAP GRANT FOR VILLAGE COURT 2015/2016

On motion of Deputy Mayor Underhill, seconded by Trustee Mayer, the following resolution was unanimously approved:

WHEREAS, the Bronxville Justice Court wishes to apply for a grant of funds through the Justice Court Assistance Program; and

WHEREAS, the Office of Justice Court Support requires that all requests for funding by Justice Courts in New York be approved by the local legislative board; and

WHEREAS, the Board of Trustees of the Village of Bronxville wishes to approve the application of the Village of Bronxville Justice Court for a grant not to exceed Thirty Thousand and 00/100 Dollars (\$30,000.00) from the Justice Court Assistance Program;

NOW THEREFORE BE IT RESOLVED that the application of the Justice Court of the Village of Bronxville for grant monies pursuant to the Justice Court Assistance Program is hereby approved, and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded along with the Court's grant application to the Justice Court Assistance Program.

RESOLUTION – EXECUTION OF MUTUAL AID AND RAPID RESPONSE PLAN FOR THE POLICE DEPARTMENTS OF WESTCHESTER COUNTY

On motion of Trustee Mayer, seconded by Trustee Poorman, the following resolution was unanimously approved:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the "County") and

THE VILLAGE OF BRONXVILLE, a municipal corporation of the State of New York having an office and place of business at 200 Pondfield Road, Bronxville, New York, 10708 (hereinafter referred to as a "City, Town or Village," as applicable)

WHEREAS, the purpose of the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York (the "Plan") is to formalize operational procedures for Law enforcement assistance to participating agencies; and

WHEREAS, the Signatory Municipalities have executed the Plan by which each member agrees to make available its police personnel and equipment to the others upon the occurrence of a condition which is beyond the scope of its police resources; and

WHEREAS, due to prevailing world, national and local security situations, the ever increasing flow of intelligence, and actual threats directed against once benign sites and facilities, the parties desire that the Plan be flexible and subject to review and revision as necessary in a timely manner; and

WHEREAS, the Signatory Municipalities desire, inter alia, to ratify the Agreement described herein and agree on the procedures for timely review and revision of the Plan; and

WHEREAS, said Plan is governed by and liabilities and costs are apportioned pursuant to the provisions of New York State General Municipal Law ("General Municipal Law") Section 209-m which provides, inter alia, that absent agreement to the contrary, the municipality receiving police aid (the "Requesting Municipality") shall reimburse the municipality providing such aid (the "Assisting Municipality") for any money paid by it for police salaries and other expenses incurred by it including damage to, or loss of, equipment and supplies.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: Definitions

- (1) Chief Executive Officer: The officer within a Signatory Municipality who is authorized pursuant to General Municipal Law Section 209-m to request or grant a request for police assistance from another Signatory Municipality.
- (2) Department Head: Any police chief, Commissioner or other official in command or acting command of the police department or police force of a Signatory Municipality.
- (3) Requesting Municipality: Any Signatory Municipality requesting the assistance of the police force of another Signatory Municipality pursuant to the terms of this Agreement.
- (4) Assisting Municipality: Any Signatory Municipality providing assistance to a Requesting Municipality pursuant to the terms of this Agreement.
- (5) Emergency: Shall have its common dictionary definition.
- (6) Signatory Municipality: All municipalities that have signed this Agreement, including the County.

SECOND: The Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York and the Westchester County Arson Zone Plan (collectively the "Plan"), are annexed hereto and incorporated herein as Schedule "A". The Parties further agree to the Plan, as same may be amended from time to time in accordance with the review and revision procedures set forth in said Plan.

THIRD: This Agreement shall commence on July 31, 2015 (the "Commencement Date") and terminate on July 30, 2020, unless terminated sooner in accordance with the provisions hereof. Any prior agreement signed by a party for this purpose shall be deemed terminated upon the commencement of this Agreement.

FOURTH: The Signatory Municipalities hereby agree to render appropriate police services to any Requesting Municipality whenever the Chief Executive Officer of that municipality deems the general public interest requires it. All such requests for assistance shall be made by the Chief Executive Officer or Department Head of the Requesting Municipality and granted by the Chief Executive Officer or Department Head of each Assisting Municipality as set forth in the Plan.

FIFTH: The cost of police services provided pursuant to this Agreement shall be paid by the Requesting Municipality subject to the following exceptions:

- (a) The police services provided by the County shall be without cost to the Requesting Municipality.
- (b) The police services provided by each Assisting Municipality shall be reimbursed as provided in Section 209-m of the General Municipal Law, as same may be amended, except as provided above in Paragraph (a).
- (c) The Requesting Municipality shall reimburse the County and each Assisting Municipality for all liability for damages arising out of acts performed by the Assisting Municipality in rendering aid. In addition, the Requesting Municipality shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly resulting from the rendering of aid by the County

and each Assisting Municipality. Notwithstanding the foregoing, the Requesting Municipality shall not be liable for any damages resulting from any intentional wrongs or reckless conduct by the police force of the Assisting Municipality.

(d) The requesting Municipality shall reimburse the County and each Assisting Municipality for all expenses incurred pursuant to the provisions of Section 207-c of the General Municipal Law, as same may be amended, and for any award of compensation made pursuant to the Workers' Compensation Law for salaries and expenses paid to officers of the County and each Assisting Municipality who are injured while rendering assistance to the Requesting Municipality pursuant to the Agreement.

SIXTH: Any party to this agreement may withdraw at any time, upon thirty (30) days written notice to each of the other parties, and thereafter such withdrawing party shall no longer be a party to this Agreement; but this Agreement shall continue to exist among the remaining parties.

SEVENTH: (a) The Westchester County Chiefs of Police Association ("WCCOPA") shall be responsible for the administration and future amendments or revision of the Plan. Administration shall entail, but not be limited to, the development of an organized effort, identification of county-wide special equipment, and interface with auxiliary services and agencies for the development of protocols and assumed responsibilities.

(b) A sub-committee of the WCCOPA will review the Plan at least once a year and formulate recommendations for amendments or revisions as necessary.

EIGHTH: The rights and obligations set forth in this Agreement shall be binding upon and shall inure to the benefit of each municipality which has executed this Agreement with the County.

NINTH: As to any signatory municipality, this Agreement shall not be enforceable until signed by both parties and all applicable legal approvals have been obtained.

TENTH: If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

ELEVENTH: In addition to the aforementioned General Municipal Law Section 209-m, this Agreement shall be subject to any applicable laws, rules and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

RESOLUTION - AUTHORIZING PART-TIME HIRE FOR GIS MAPPING

On motion of Deputy Mayor Underhill, seconded by Trustee Longobardo, the following resolution was unanimously approved:

WHEREAS, the Village is desirous of capturing street sign inventory for the purposes of mapping our traffic control devices and historic street name signs in the Village; and

WHEREAS, the data will enable the Village to track and maintain its inventory; and

WHEREAS, the Police Department, Department of Public Works and Justice Court will benefit from the data and mapping capabilities;

WHEREAS, the Village has partnered with the Westchester County GIS Department to utilize the services of Theresa Bliss for the purposes of collecting and organizing the data;

NOW THEREFORE, BE IT RESOLVED:

That the Village Board of Trustees authorize the Administrator to employ Ms. Bliss part-time for a period of approximately 2 months at the rate of \$15 an hour to complete the project.

RESOLUTION – AUTHORIZING AMENDMENT TO SERVICES AGREEMENT WITH PAM

On motion of Trustee Poorman, seconded by Trustee Mayer, the following resolution was unanimously approved:

WHEREAS, the Village previously entered into a service agreement with Professional Account Management for the purposes of providing parking enforcement software technology; and

WHEREAS, certain equipment now needs to be upgraded and replaced in order to provide for a more efficient enforcement system and to interface with other parking management systems; and

WHEREAS, the Village did a cost benefit analysis of available technologies, including software and hardware capabilities and determined that an amendment to our existing agreement is prudent at this time;

NOW THEREFORE, BE IT RESOLVED:

That the Village Board of Trustees authorize the Mayor and/or Administrator to execute an amendment to the existing services agreement dated July 9, 2013 and to implement the technology defined therein.

RESOLUTION – TO INCREASE APPROPRIATIONS FOR FLOOD MITIGATION PROJECT

On motion of Trustee Longobardo, seconded by Trustee Poorman, the following resolution was unanimously approved:

WHEREAS, the Village of Bronxville incurred engineering expenditures in conjunction with the Midland Avenue drainage improvement project, and

WHEREAS, we are anticipating additional construction to begin during this fiscal year, and

WHEREAS, the budget appropriation does not include funding for construction,

NOW THEREFORE BE IT RESOLVED that the Board of Trustees authorizes the Village Administrator and Treasurer to take administrative actions necessary to increase the Midland Avenue Drainage Improvement Project budget by \$600,000.

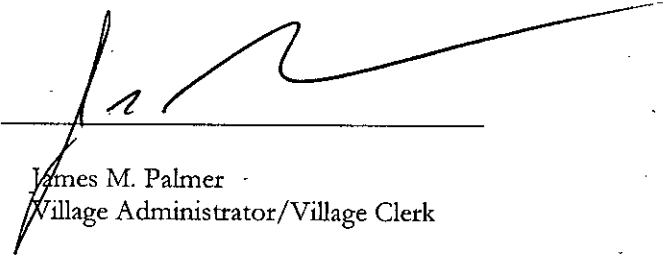
No Trustee Comments

No Public Comments

Next Village Board Meeting is scheduled for November 9, 2015 at 8pm.

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There being no further comments, the meeting was adjourned at 8:35PM by motion of Deputy Mayor Underhill, seconded by Trustee Poorman.



James M. Palmer
Village Administrator/Village Clerk