

Monday, August 16, 2021
MONROE TOWN BOARD MEETING AGENDA

TOWN OF MONROE, NEW YORK
TOWN HALL
1465 ORANGE TURNPIKE
MONROE, NEW YORK
7:00 PM

1. Call to Order

Subject :	1.1 Pledge to the Flag
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Discussion, Information, Procedural

Public Content

I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one Nation, under God, indivisible, with liberty and justice for all.

2. Motion to Open Town Board Meeting

Subject :	2.1 Motion to Open Town Board Meeting of August 16, 2021
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution)
Recommended Action :	2021-#307 BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to Open the Town Board Meeting of August 16, 2021 at

Public Content

Motion & Voting

2021-#307

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to Open the Town Board Meeting of August 16, 2021 at 7:07 PM.

Motion by Councilperson - Rick Colon, second by Mike McGinn.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

3. Community Announcements

Subject :	3.1 Village of Monroe Community BBQ, August 21st
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Information

Public Content

File Attachments

[Community BBQ.jpg \(368 KB\)](#)

4. Public Hearing

Subject :	4.1 Motion to Open the Continuation of the Public Hearing for Proposed Local Law A-V1, Amendment to Chapter 57 of the Town Code to Regulate Rental Properties and Transient Housing
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution)
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to Open the Continuation of the Public Hearing for Proposed Local Law A-V1, Amendment to Chapter 57 of the Town Code to Regulate Rental Properties and Transient Housing.

Public Content

The followingsigned up to speak during Public Comment regarding the Continuation of the Public Hearing for Proposed Local Law A-V1, Amendment to Chapter 57 of the Town Code to Regulate Rental Properties and Transient Housing. To hear their comments, and Board Members responses, please go on-line to Board Docs Video Clip #4.1,

Motion & Voting

2021-#308

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to Open the Continuation of the Public Hearing for Proposed Local Law A-V1, Amendment to Chapter 57 of the Town Code to Regulate Rental Properties and Transient Housing.

Motion by Mike McGinn, second by Sal Scancarello.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

4. Public Hearing

Subject :	4.2 Possible Motion to Keep Open the Continuation of the Public Hearing for Proposed Local A-V1, Amendment to Chapter 57 of the Town Code to Regulate Rental Properties and Transient Housing
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution)
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe Motion to Keep Open the Continuation of the Public Hearing for Proposed Local Law A-V1, Amendment to Chapter 57 of the Town Code to Regulate Rental Properties and Transient Housing until

Public Content

Motion & Voting

2021-#309

BE IT RESOLVED that the Town Board of the Town of Monroe Motion to Keep Open the Continuation of the Public Hearing for Proposed Local Law A-V1, Amendment to Chapter 57 of the Town Code to Regulate Rental Properties and Transient Housing until September 7, 2021 of soon there after.

Motion by Mike McGinn, second by Mary Bingham.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

4. Public Hearing

Subject :	4.3 Motion to Open the Continuation of the Public Hearing for Proposed Arrow Park Water District
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution), Discussion
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe Motion to Open the Public Hearing for Proposed Arrow Park Water District.

Public Content

The following signed up to speak during Public Comment regarding the Continuation of the Public Hearing for Proposed Arrow Park Water District. To hear their comments, and Board Members responses, please go on-line to Board Docs Video Clip #4.3,

File Attachments

[20210517 Order Calling Public Hearing ARROW PARK \(003\).pdf \(87 KB\)](#)

Motion & Voting

2021-#310

BE IT RESOLVED that the Town Board of the Town of Monroe Motion to Open the Public Hearing for Proposed Arrow Park Water District.

Motion by Sal Scancarello, second by Mary Bingham.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

4. Public Hearing

Subject :	4.4 Possible Motion to Keep Open the Continuation of the Public Hearing for Proposed Arrow Park Water District
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution)
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe Motion to Keep Open the Continuation of the Public Hearing for Proposed Arrow Park Water District until

Public Content

Motion & Voting

2021-#311

BE IT RESOLVED that the Town Board of the Town of Monroe Motion to Keep Open the Continuation of the Public Hearing for Proposed Arrow Park Water District until September 7, 2021 or soon there after.

Motion by Mike McGinn, second by Mary Bingham.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

5. Acceptance of Minutes

Subject : 5.1 Acceptance of July 12, 2021 Minutes
Meeting : Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type : Action (Resolution), Information
Recommended Action : 2021-#
BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to accept the Minutes of July 12, 2021.

Public Content

File Attachments

[TB 7-12-2021 DRAFT Meeting Minutes.pdf \(770 KB\)](#)

Motion & Voting

2021-#312
BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to accept the Minutes of July 12, 2021.

Motion by Sal Scancarello, second by Mary Bingham.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

6. Audit of Claims

Subject : 6.1 General Fund Abstract
Meeting : Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type : Action (Resolution), Discussion
Recommended Action : 2021-#
BE IT RESOLVED, that the Town Board of the Town of Monroe requests approval of Abstract #21-12 General Fund containing Check #27274-27443 totaling \$866,268.93, and Wire Transfers containing Check #339-341 totaling \$3,138,141.99. (\$4,004,410.92)

Public Content

File Attachments

[Monroe Abstracts 081621.pdf \(144 KB\)](#)

Motion & Voting

2021-#313

BE IT RESOLVED, that the Town Board of the Town of Monroe requests approval of Abstract #21-12 General Fund containing Check #27274-27443 totaling \$866,268.93, and Wire Transfers containing Check #339-341 totaling \$3,138,141.99. (\$4,004,410.92)

Motion by Mike McGinn, second by Sal Scancarello.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

6. Audit of Claims

Subject :	6.2 Escrow Abstract
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution), Discussion
Recommended Action :	2021-# BE IT RESOLVED, that the Town Board of the Town of Monroe requests approval of Abstract #21-09 Escrow containing Check #1980-1985 totaling \$29,800.10.

Public Content

File Attachments

[Escrow Abstracts 081621.pdf \(34 KB\)](#)

Motion & Voting

2021-#314

BE IT RESOLVED, that the Town Board of the Town of Monroe requests approval of Abstract #21-09 Escrow containing Check #1980-1985 totaling \$29,800.10.

Motion by Mike McGinn, second by Sal Scancarello.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

6. Audit of Claims

Subject :	6.3 Road Opening Abstract
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution)
Recommended Action :	2021-# BE IT RESOLVED, that the Town Board of the Town of Monroe requests approval of Abstract #21-05 Road Opening containing Check #1298 totaling \$2,000. (Refund DRIVEWAY BOND 2020-02, ARTISAN CONTRACTORS)

Public Content

File Attachments

[Road Opening Abstract 081621.pdf \(12 KB\)](#)

Motion & Voting

2021-#315

BE IT RESOLVED, that the Town Board of the Town of Monroe requests approval of Abstract #21-05 Road Opening containing Check #1298 totaling \$2,000. (Refund DRIVEWAY BOND 2020-02, ARTISAN CONTRACTORS)

Motion by Mary Bingham, second by Mike McGinn.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

7. Budget Transfer Requests

Subject :	7.1 Abstract of Budget Transfers
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution)
Recommended Action :	2021-# BE IT RESOLVED, that the Town Board of the Town of Monroe requests approval of Abstract #21-03.

Public Content

File Attachments

[Budget Transfer Abstract 081621.pdf \(141 KB\)](#)

[Transfer Request Forms.pdf \(294 KB\)](#)

Motion & Voting

2021-#316

BE IT RESOLVED, that the Town Board of the Town of Monroe requests approval of Abstract #21-03.

DATE OF AUDIT: August 16, 2021ABSTRACT #21-03

DATE	GL NO.	DESCRIPTION	Account	Transf From	Transf To
8/17/2021		To Fund shredding expenses			
		Town Clerk TARA Spay & Neuter	A000-1410-4891-00835.00		
		Town Clerk Records Management	A000-1410-4120-00835.00		

To Fund EZ-Pass expenses		
Town Clerk Software Maint	A000-1410-4226-0025.00	
Town Clerk EZ-Pass Tags	A000-1410-4102-0025.00	

Reallocation of DB Funds
7/13/2021 General Repairs Road Oil DB00-5110-4354-0035,000.00
General Repairs Asphalt DB00-5110-4355-0035,000.00

8/17/2021 "Contingency Funding Request

"

Water District #2 Contingency SW02-1990-0000-002,000.00
Water District #2 Miscellaneous SW02-8340-4109-002,000.00

8/17/2021 Reallocation of Water Dist #8 Funds
WD #8 Maintenance Contractual SW08-8340-4504-003,009.00
WD #8 Miscellaneous SW08-8340-4109-003,009.00

40,869.00 40,869.00

Motion by Mike McGinn, second by Sal Scancarello.
Final Resolution: Motion Carries
Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject :	8.1 Town Clerk Appointment
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution), Discussion
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe

Public Content

Appointment of Deputy Clerk Valerie Bitzer to the position of Town Clerk to fill the vacancy of Town Clerk Mary Ellen Beams. Town Clerk Mary Ellen Beams has retired from her position, effective July 31, 2021.

Motion & Voting

2021-#317
BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to Appoint Deputy Clerk Valerie Bitzer to the position of Town Clerk (Salary \$52,000) to fill the vacancy of Town Clerk Mary Ellen Beams. Town Clerk Mary Ellen Beams has retired from her position, effective July 31, 2021.

Motion by Mike McGinn, second by Sal Scancarello.
Final Resolution: Motion Carries
Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject :	8.2 Registrar of Vital Statistics Appointment
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Meeting : Aug 16, 2021 - MONROE TOWN BOARD MEETING
AGENDA

Type : Action (Resolution), Discussion

Recommended Action : 2021-#
BE IT RESOLVED that the Town Board of the Town
of Monroe

Public Content

Appointment of Valerie Bitzer to Registrar of Vital Statistics, Public Health Law 4121, 4123 to fill the vacancy of Mary Ellen Beams.

Town Clerk Mary Ellen Beams has retired from her position, effective July 31, 2021.

Motion & Voting

2021-#318
BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to Appoint Valerie Bitzer to Registrar of Vital Statistics, Public Health Law 4121, 4123 to fill the vacancy of Mary Ellen Beams.

Town Clerk Mary Ellen Beams has retired from her position, effective July 31, 2021.

Motion by Mike McGinn, second by Sal Scancarello.
Final Resolution: Motion Carries
Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject : 8.3 Town Marriage Officer

Meeting : Aug 16, 2021 - MONROE TOWN BOARD MEETING
AGENDA

Type : Action (Resolution), Discussion

Recommended Action : 2021-#
BE IT RESOLVED, that the Town Board of the Town of
Monroe approves Valerie Bitzer as a Town Marriage
Officer pursuant to the provisions of the Domestic
Relations Law.

Public Content

Resolution approving Valerie Bitzer as a Town Marriage Officer pursuant to the provisions of the Domestic Relations Law.

Motion & Voting

2021-#319

BE IT RESOLVED, that the Town Board of the Town of Monroe approves Valerie Bitzer as a Town Marriage Officer pursuant to the provisions of the Domestic Relations Law.

Motion by Mike McGinn, second by Supervisor -Tony Cardone.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject :	8.4 ZBA Appointment
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution)
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to appoint Steven Thau of Monroe, NY to the Town of Monroe Zoning Board of Appeals Alternate #1, term to expire December 31, 2024.

Public Content

Motion & Voting

2021-#320

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to appoint Steven Thau of Monroe, NY to the Town of Monroe Zoning Board of Appeals Alternate #1, term to expire December 31, 2024.

Motion by Supervisor -Tony Cardone, second by Sal Scancarello.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject :	8.5 Standard Work Day and Reporting Resolution for Elected and Appointed Officials RS 2417-A
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution)
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to approve the Standard Workday and Reporting Resolution for elected and appointed officials (Town Justice James McKnight). This is a resubmission of his record of activities.

Public Content

Motion & Voting

2021-#321

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to approve the Standard Workday and Reporting Resolution for elected and appointed officials (Town Justice James McKnight). This is a resubmission of his record of activities.

Motion by Mike McGinn, second by Councilperson - Rick Colon.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject : 8.6 Recommendation of Award: Monroe Town Hall ADA Improvements

Meeting : Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA

Type : Action (Resolution), Discussion

Recommended Action : 2021-#
BE IT RESOLVED that the Town Board of the Town of Monroe

Public Content

Discussion and approval regarding recommendation of bid award for Monroe Town Hall ADA Improvements. A total of (5) bids were received for the project.

Company Name	Bid Amount
FC&C Construction	\$ 76,700.00
Precise Enterprises	\$ 90,950.00
Billman Ross	\$ 110,000.00
Suburban Restoration	\$ 124,200.00
Wallkill Group, Inc.	\$ 137,000.00

Motion & Voting

2021-#322

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to accept the Bid from FC&C Construction in the amount of \$76,700.

Motion by Mike McGinn, second by Supervisor -Tony Cardone.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject :	8.7 Excavator Purchase, Highway Department
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution), Discussion
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe

Public Content

Discuss and approve Highway Department purchase of an excavator through Marshall Machinery, Inc. in the amount of \$115,453.08. This purchase is reimbursable through a State and Municipal (SAM) Facilities Grant recently awarded to the Town in the amount of \$175,000 for the repaving of Rye Hill Road and the purchase of an excavator.

Motion & Voting

2021-#323

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to approve Highway Department purchase of an excavator through Marshall Machinery, Inc. in the amount of \$115,453.08. This purchase is reimbursable through a State and Municipal (SAM) Facilities Grant recently awarded to the Town in the amount of \$175,000 for the repaving of Rye Hill Road and the purchase of an excavator.

Motion by Mary Bingham, second by Mike McGinn.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject :	8.8 Highway Department Vehicle for Surplus
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution), Discussion

Recommended Action :

2021-#

BE IT RESOLVED that the Town Board of the Town of Monroe

Public Content

Resolution approving Highway Department request to declare 2008 Chevy Silverado 3500HD Dump Truck with Plow and Sander as a surplus for sale through Auctions International.

Motion & Voting

2021-#324

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion approving Highway Department request to declare 2008 Chevy Silverado 3500HD Dump Truck with Plow and Sander as a surplus for sale through Auctions International. (\$13,000)

Motion by Mary Bingham, second by Mike McGinn.

Final Resolution: Motion Carries

Aye: Supervisor -Tony Cardone, Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject :

8.9 Full-Time Bus Driver, Dial-A-Bus

Meeting :

Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA

Type :

Action (Resolution), Discussion

Recommended Action :

2021-#

BE IT RESOLVED that the Town Board of the Town of Monroe

Public Content

Discussion regarding transitioning Part-Time Bus Driver Ernst Eristil to Full-Time statusto accommodate increased ridership at Dial-A-Bus operation.

Motion & Voting

2021-#325

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion transitioning Part-Time Bus Driver Ernst Eristil to Full-Time status to accommodate increased ridership at Dial-A-Bus operation. (amount of hours changing/salary will remain the same)

Motion by Mike McGinn, second by Sal Scancarello.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject : 8.10 Seven Springs Mountain Road Speed Limit Reduction

Meeting : Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA

Type : Action (Resolution), Discussion

Recommended Action : 2021-#
BE IT RESOLVED that the Town Board of the Town of Monroe Made the Following Resolution:
RESOLUTION AUTHORIZING SUBMISSION OF REQUEST TO ORANGE COUNTY AND THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO REDUCE SPEED LIMIT ON PORTION SEVEN SPRINGS MOUNTAIN ROAD
WHEREAS, the Town Board of the Town of Monroe is desirous of ensuring the safety of Town Highways and establishing appropriate speed limits upon such highways; and
WHEREAS, the section of Seven Springs Mountain Road from State Route 208 to the intersection with Seven Springs Road ("Highway") is currently a posted 40 MPH speed limit; and
WHEREAS, a map annexed hereto identifies the existing section of Seven Springs Mountain Road and is made a part of the Resolution; and
WHEREAS, the Highway Superintendent of the Town of Monroe has reviewed the Highway and based upon the conditions existing in and about such Highway, recommends that such 40 MPH speed limit be reduced to 30 MPH as is consistent with the remainder of Seven Springs Mountain Road in the Town of Monroe which is posted at 30 MPH; and
WHEREAS, pursuant to New York State Vehicle & Traffic Law, Section 1622, a request to modify the speed limit on a Town Highway requires a joint written request for such action to be submitted by the Town Board of the Town of Monroe and the Orange County Superintendent of Highways to be submitted to the New York State Department of Transportation; and
NOW, THEREFORE, BE IT RESOLVED: that:
Section 1.All Whereas clauses are hereby incorporated by reference as though set forth in full herein.
Section 2.The Town Supervisor and Town Clerk are hereby authorized to prepare, execute and forward this Resolution, an Orange County Speed Limit Reduction Request form and other necessary documents to the Orange County Superintendent of Highways for processing and submission of the request to lower the speed limit on Seven Springs Mountain Road in the Town of Monroe to the New York State Department of Transportation.
Section 3.This Resolution shall take effect immediately.
The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Yea Nay Abstain Absent
Anthony Cardone, Supervisor[][][]
Michael McGinn, Councilperson[][][]
Richard Colon, Councilperson[][][]
Mary Bingham, Councilperson[][][]
Sal Scancarello, Councilperson[][][]
The Resolution was thereupon duly adopted.

Public Content

Motion & Voting

2021-#326

BE IT RESOLVED that the Town Board of the Town of Monroe Made the Following Resolution by Councilwoman Bingham, and seconded by Councilman McGinn.

RESOLUTION AUTHORIZING SUBMISSION OF
REQUEST TO ORANGE COUNTY AND THE NEW YORK STATE DEPARTMENT
OF TRANSPORTATION TO REDUCE SPEED LIMIT ON PORTION
SEVEN SPRINGS MOUNTAIN ROAD

WHEREAS, the Town Board of the Town of Monroe is desirous of ensuring the safety of Town Highways and establishing appropriate speed limits upon such highways; and

WHEREAS, the section of Seven Springs Mountain Road from State Route 208 to the intersection with Seven Springs Road ("Highway") is currently a posted 40 MPH speed limit; and

WHEREAS, a map annexed hereto identifies the existing section of Seven Springs Mountain Road and is made a part of the Resolution; and

WHEREAS, the Highway Superintendent of the Town of Monroe has reviewed the Highway and based upon the conditions existing in and about such Highway, recommends that such 40 MPH speed limit be reduced to 30 MPH as is consistent with the remainder of Seven Springs Mountain Road in the Town of Monroe which is posted at 30 MPH; and

WHEREAS, pursuant to New York State Vehicle & Traffic Law, Section 1622, a request to modify the speed limit on a Town Highway requires a joint written request for such action to be submitted by the Town Board of the Town of Monroe and the Orange County Superintendent of Highways to be submitted to the New York State Department of Transportation; and

NOW, THEREFORE, BE IT RESOLVED: that:

Section 1.All Whereas clauses are hereby incorporated by reference as though set forth in full herein.

Section 2.The Town Supervisor and Town Clerk are hereby authorized to prepare, execute and forward this Resolution, an Orange County Speed Limit Reduction Request form and other necessary documents to the Orange County Superintendent of Highways for processing and submission of the request to lower the speed limit on Seven Springs Mountain Road in the Town of Monroe to the New York State Department of Transportation.

Section 3.This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Yea Nay Abstain Absent

Anthony Cardone, Supervisor [][][] [X]

Michael McGinn, Councilperson [X] [][][]

Richard Colon, Councilperson [X] [][][]

Mary Bingham, Councilperson [X] [][][]

Sal Scancarello, Councilperson [X] [][][]

The Resolution was thereupon duly adopted.

Motion by Mary Bingham, second by Mike McGinn.

Final Resolution: Motion Carries

8. New Business

Subject :	8.11 Edmunds Utility Billing Online Payment Portal Software
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution), Discussion
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe

Public Content

Discussion regarding Edmunds Utility Billing Online Payment Portal Software purchase to allow residents to pay their water bills online, if desired.

Motion & Voting

2021-#327

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to accept Proposal from Edmunds GocTech regarding Utility Billing Online Payment Portal Software. This will allow residents to pay their water bills online, if desired.

- \$1,200 1x fee
- Annual Fee \$1,240
- Fee for first year \$2,440 (annual fee after that \$1,240)

Motion by Mike McGinn, second by Mary Bingham.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject :	8.12 Bid for Senior Center Security Improvements
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution), Discussion
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe

Public Content

Authorize Town to go out to bid for security improvements at the Monroe Senior Center. The Town of Monroe was recently awarded \$27,800 in federal funding under the FY2019 Critical Infrastructure (CIGP) Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State

Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES).

Motion & Voting

2021-#328

BE IT RESOLVED that the Town Board of the Town of Monroe authorizing the Town Clerk to post Bid for Security Improvements at the Monroe Senior Center. (60 days)

Motion by Mike McGinn, second by Mary Bingham.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject :	8.13 Fall 2021 Assessor Conference
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution), Discussion
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe

Public Content

Discussion of request submitted by Town Assessor Royce Noblin to attend the Assessor's Fall Conference taking place in Niagara Falls from October 3 -6th. Royce has been invited to participate as a producer for a hybrid training event which will entitle him to receive 2022 training credits.

Hotel cost is \$106 per night plus meal reimbursement allowed per the Town of Monroe Employee Handbook.

Motion & Voting

2021-#329

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion for Town Assessor Royce Noblin to attend the Assessor's Fall Conference taking place in Niagara Falls from October 3-6th. Royce has been invited to participate as a producer for a hybrid training event which will entitle him to receive 2022 training credits.

Hotel cost is \$106 per night plus meal reimbursement allowed per the Town of Monroe Employee Handbook. (Total for three days not to exceed \$400.00)

Motion by Mike McGinn, second by Mary Bingham.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

8. New Business

Subject :	8.14 Snow Contract with the County of Orange for
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2021-2022

Meeting :

Aug 16, 2021 - MONROE TOWN BOARD MEETING
AGENDA

Type :

Action (Resolution)

Recommended Action :

2021-#

BE IT RESOLVED that the Town Board of the Town of Monroe made the following Resolution by Councilman McGinn, and seconded by Councilwoman Bingham.
INTERMUNICIPAL AGREEMENT FOR THE CONTROL OF SNOW AND ICE ON CERTAIN COUNTY ROADS

THIS AGREEMENT, made this 16th day of August 2021, between the County of Orange, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions (hereinafter the County), and the Town of Monroe, Orange County, New York (hereinafter the Municipality), collectively referred to as Parties.

W I T N E S S E T H

WHEREAS, the County owns, operates and maintains a highway system (hereinafter roadways) in the towns and villages of the County; and

WHEREAS, the Orange County Department of Public Works has general charge and supervision of the work of constructing, improving, repairing and maintaining all County roadways; and

WHEREAS, County funds may be expended for the control and removal of snow and ice from County roadways; and

WHEREAS, the County may contract with the Municipality for snow removal and for salting or otherwise treating County roadways for the purposes of removing the danger of ice and snow; and

WHEREAS, the Municipality has the necessary machinery and equipment to exercise snow removal and salting or otherwise treating certain County roadways in said Municipality; and

WHEREAS, it will be beneficial to the County for said work to be performed by the Municipality; and

WHEREAS, the Municipality is willing to contract with the County for snow and ice control services based on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties hereto as follows:

1.Term. This Agreement shall be in effect for a period commencing on October 1, 2021 and will terminate on April 30, 2022 (hereinafter the Term). This Agreement is subject to approval by resolution of the Orange County Legislature and the Municipality's legislative body pursuant to New York Highway Law §135-a.

2.Scope of Work. This Agreement shall include all activities necessary to control snow and ice, together with all necessary labor, equipment and materials for the County roadways designated in Schedule A which is annexed hereto and

incorporated herein (hereinafter the Work).

a. The Municipality will furnish all personnel, necessary highway tools and equipment and cause the Work to be performed in accordance with the rules and regulations of the Countys Commissioner of Public Works.

b. The Municipality will provide all necessary sanding for the purposes of removing the danger of snow and ice on the County roadways designated in Schedule A.

c. Plowing shall always be done with the plowing trucks moving in the direction of traffic. Snow should not be plowed to the side of the truck on which traffic has an opportunity to pass.

3. Payment. In consideration for the Work, the County will pay the Municipality in accordance with the rates set forth in Schedule A. Municipality shall submit a detailed invoice for all Work rendered pursuant to this Agreement. The County will pay the Municipality on or before the April 15, 2022 or, in the event that an invoice is not tendered to the County on or before March 15, 2022, County shall issue payment within thirty (30) days receipt of such invoice.

4. Municipality Responsibilities. In addition to the obligations set forth in this Agreement, Municipality shall:

a. Notify the Countys Commissioner of Public Work, through Municipalitys Superintendent, of any action, proceeding, claim or demand against Municipality arising from or out of the manner of performance of the functions under this Agreement;

b. Maintain a sufficient level of manpower, equipment and materials to enable it to meet the objections of this Agreement;

c. Clear the County roadways described in Schedule A to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such roadways all in accordance with the terms, rules and regulations as may be deemed by the County to be in the best interest of the public; and

d. Adhere to all applicable local and state driving laws including the New York State Department of Transportation guidelines for any employees possessing a Commercial drivers license.

5. Compliance with Local Law No. 10 of 2013. AS PROVIDED IN LOCAL LAW NO. 10 OF 2013, THE MUNICIPALITY ACKNOWLEDGES THAT THE PLACEMENT OF BRINE ON ANY ROAD OR PROPERTY OF THE COUNTY IS UNLAWFUL. MUNICIPALITY AGREES THAT NO BRINE, AS DEFINED BY LOCAL LAW NO. 10 OF 2013, WILL BE UTILIZED ON OR PLACED ON ANY PROPERTY OF THE COUNTY IN PERFORMING THE WORK.

6. Expenses. Municipality shall be responsible for all costs and expenses incident to the performance of this Agreement, including but not limited to, all costs of materials, equipment, all fees, fines, licenses or bonds required or imposed against Municipality and all other costs associated with the Work. The County shall not be responsible for any expense incurred by Municipality in performing the Work.

7. Parties Status. It is the expressed intention of the Parties that the Municipality is an independent entity and not an employee, agent, joint venture or partner of the County. Nothing shall be interpreted or construed as creating or establishing the relationship of employer and employee

between the County and Municipality.

8.Municipalities Insurance. The Municipality shall maintain the following insurances covering both the Municipality and the County as it applies to liability under this Agreement: (A) General Liability Insurance with a combined single limit of \$1,000,000; (B) Auto Liability Insurance with a combined single limit of \$1,000,000; and (C) Workers' Compensation and Disability coverage as required by the New York State Workers Compensation Law.

a.The Municipality shall attach to this Agreement a current Certificate of Insurance. The Certificate of Insurance will name the County of Orange as an additional insured with respect to this Agreement.

b.In the event the Municipality does not carry liability insurance, it shall provide the County with a letter of indemnification that holds the County harmless in the event of any action brought against the County. Said letter shall be approved by the Orange County Department of Law in advance of any performance of the Work.

c.Each insurance policy required by this Agreement shall be endorsed to state that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, to the Countys Risk Management Division. Any insurance coverage replaced or renewed during this Agreement will be evidenced by a new Certificate of Insurance being supplied to the County by the Municipality.

d.The Municipalitys insurance coverage or self-insurance deductible shall be primary insurance with respect to the County, its officials, employees, agents or volunteers; and shall be in excess of the Municipalitys insurance or self-insurance/deductible and shall not contribute with it.

e.The Municipality may not subcontract or utilize subcontractors for Work to be performed under this Agreement without the express written consent of the County. In that the County provides written consent for the Municipality to subcontract or utilize subcontractors to perform the Work, the Municipality shall include any subcontractors as insured under the aforementioned insurance policies or shall furnish separate certificates for each subcontractor. Coverage for subcontractors shall be subject to all of the requirements stated herein.

9.Additional Insurance. The County will provide insurance with limits of \$2,000,000 in excess of the amounts set forth in Paragraph 8(A) and 8(B) that will cover the Municipalitys liability as it applies under this Agreement.

10.Indemnification.

a.The Municipality hereby agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third-party of any other person or entity, arising out of services pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or

omission of the Municipality, its employees, representatives, subcontractors, assignees, or agents. The Municipality further agrees to defend, indemnify and hold harmless the County against any claim arising from or occasioned by the manner of performance or non-performance of the Work under this Agreement.

b. In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of the Municipality, either within or without the scope of his or her respective employment, representation, agreement or agency, or arising out of the Municipality's negligence, fault, act or omission, then the County shall have the right to require payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

11. Termination. The County may terminate this Agreement upon thirty (30) days written notice to the Municipality subject to the fulfillment of all outstanding obligations to the County under the provisions of this Agreement. If this Agreement is so terminated, the Municipality shall be paid for that portion of the Work satisfactorily completed.

12. Prohibition against assignment. In accordance with the provisions of section 109 of the General Municipal Law, the Parties are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement to any other municipality, officer, person or corporation without the previous consent in writing of the other party.

13. Construction of Agreement. This Agreement shall be construed in accordance with the laws of the State of New York and jurisdiction and venue for any disputes arising herewith shall reside with the Orange County Supreme Court in and for the State of New York.

14. Notices. All notices shall be in writing and hand-delivered or sent by United States certified or registered mail, return receipt requested to the address of the other party or to such other address as such party may designate from time to time by such notice and shall take effect when mailed.

15. Entire Agreement. This Agreement constitutes the entire Agreement between the County and Municipality with reference to the subject matter hereof. There are no terms, conditions or obligations other than those contained herein and there are no written or verbal statements or representations, warranties or agreements with respect to this Agreement which have not been embodied herein.

16. Modification. This Agreement shall not be modified except by writing, subscribed by both Parties.

17. Non-Waiver. No delay for failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

18. Severability and Compliance with Applicable Law. Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions or the application thereof shall be deemed severable and shall not be affected thereby.

19. Headings. The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this Agreement.

20. Interpretation. The Parties acknowledge that that they have had an opportunity to review this Agreement and confer with counsel of their choosing. This Agreement shall be interpreted in accordance with its plain meaning, and the rule that ambiguities shall be construed against the drafter of the document shall not apply in connection with the construction or interpretation hereof.

IN WITNESS THEREOF, the Parties have hereunto executed this Agreement the date set forth above.

Public Content

Motion & Voting

2021-#330

BE IT RESOLVED that the Town Board of the Town of Monroe made the following Resolution by Councilman McGinn, and seconded by Councilwoman Bingham.

INTERMUNICIPAL AGREEMENT FOR THE CONTROL OF
SNOW AND ICE ON CERTAIN COUNTY ROADS

THIS AGREEMENT, made this 16th day of August 2021, between the County of Orange, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions (hereinafter the County), and the Town of Monroe, Orange County, New York (hereinafter the Municipality), collectively referred to as Parties.

W I T N E S S E T H

WHEREAS, the County owns, operates and maintains a highway system (hereinafter roadways) in the towns and villages of the County; and

WHEREAS, the Orange County Department of Public Works has general charge and supervision of the work of constructing, improving, repairing and maintaining all County roadways; and

WHEREAS, County funds may be expended for the control and removal of snow and ice from County roadways; and

WHEREAS, the County may contract with the Municipality for snow removal and for salting or otherwise treating County roadways for the purposes of removing the danger of ice and snow; and

WHEREAS, the Municipality has the necessary machinery and equipment to exercise snow removal and salting or otherwise treating certain County roadways in said Municipality; and

WHEREAS, it will be beneficial to the County for said work to be performed by the Municipality; and

WHEREAS, the Municipality is willing to contract with the County for snow and ice control services based on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties hereto as follows:

1. Term. This Agreement shall be in effect for a period commencing on October 1, 2021 and will terminate on April 30, 2022 (hereinafter the Term). This Agreement is subject to approval by resolution of the Orange County Legislature and the Municipality's legislative body pursuant to New York Highway

Law §135-a.

2.Scope of Work. This Agreement shall include all activities necessary to control snow and ice, together with all necessary labor, equipment and materials for the County roadways designated in Schedule A which is annexed hereto and incorporated herein (hereinafter the Work).

a.The Municipality will furnish all personnel, necessary highway tools and equipment and cause the Work to be performed in accordance with the rules and regulations of the Countys Commissioner of Public Works.

b.The Municipality will provide all necessary sanding for the purposes of removing the danger of snow and ice on the County roadways designated in Schedule A.

c.Plowing shall always be done with the plowing trucks moving in the direction of traffic. Snow should not be plowed to the side of the truck on which traffic has an opportunity to pass.

3.Payment. In consideration for the Work, the County will pay the Municipality in accordance with the rates set forth in Schedule A. Municipality shall submit a detailed invoice for all Work rendered pursuant to this Agreement. The County will pay the Municipality on or before the April 15, 2022 or, in the event that an invoice is not tendered to the County on or before March 15, 2022, County shall issue payment within thirty (30) days receipt of such invoice.

4.Municipality Responsibilities. In addition to the obligations set forth in this Agreement, Municipality shall:

a.Notify the Countys Commissioner of Public Work, through Municipalitys Superintendent, of any action, proceeding, claim or demand against Municipality arising from or out of the manner of performance of the functions under this Agreement;

b.Maintain a sufficient level of manpower, equipment and materials to enable it to meet the objections of this Agreement;

c.Clear the County roadways described in Schedule A to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such roadways all in accordance with the terms, rules and regulations as may be deemed by the County to be in the best interest of the public; and

d.Adhere to all applicable local and state driving laws including the New York State Department of Transportation guidelines for any employees possessing a Commercial drivers license.

5.Compliance with Local Law No. 10 of 2013. AS PROVIDED IN LOCAL LAW NO. 10 OF 2013, THE MUNICIPALITY ACKNOWLEDGES THAT THE PLACEMENT OF BRINE ON ANY ROAD OR PROPERTY OF THE COUNTY IS UNLAWFUL. MUNICIPALITY AGREES THAT NO BRINE, AS DEFINED BY LOCAL LAW NO. 10 OF 2013, WILL BE UTILIZED ON OR PLACED ON ANY PROPERTY OF THE COUNTY IN PERFORMING THE WORK.

6.Expenses. Municipality shall be responsible for all costs and expenses incident to the performance of this Agreement, including but not limited to, all costs of materials, equipment, all fees, fines, licenses or bonds required or imposed against Municipality and all other costs associated with the Work. The County shall not be responsible for any expense incurred by Municipality in performing the Work.

7.Parties Status. It is the expressed intention of the Parties that the Municipality is an independent entity and not an employee, agent, joint venture or partner of the County. Nothing shall be interpreted or construed as creating or establishing the relationship of employer and employee between the County and Municipality.

8.Municipalitys Insurance. The Municipality shall maintain the following insurances covering both the Municipality and the County as it applies to liability under this Agreement: (A) General Liability Insurance with a combined single limit of \$1,000,000; (B) Auto Liability Insurance with a combined single limit of \$1,000,000; and (C) Workers' Compensation and Disability coverage as required by the New York State Workers Compensation Law.

a.The Municipality shall attach to this Agreement a current Certificate of Insurance. The Certificate of Insurance will name the County of Orange as an additional insured with respect to this Agreement.

b.In the event the Municipality does not carry liability insurance, it shall provide the County with a letter of indemnification that holds the County harmless in the event of any action brought against the County. Said letter shall be approved by the Orange County Department of Law in advance of any performance of the Work.

c.Each insurance policy required by this Agreement shall be endorsed to state that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, to the Countys Risk Management Division.

Any insurance coverage replaced or renewed during this Agreement will be evidenced by a new Certificate of Insurance being supplied to the County by the Municipality.

d. The Municipality's insurance coverage or self-insurance deductible shall be primary insurance with respect to the County, its officials, employees, agents or volunteers; and shall be in excess of the Municipality's insurance or self-insurance/deductible and shall not contribute with it.

e. The Municipality may not subcontract or utilize subcontractors for Work to be performed under this Agreement without the express written consent of the County. In that the County provides written consent for the Municipality to subcontract or utilize subcontractors to perform the Work, the Municipality shall include any subcontractors as insured under the aforementioned insurance policies or shall furnish separate certificates for each subcontractor. Coverage for subcontractors shall be subject to all of the requirements stated herein.

9. Additional Insurance. The County will provide insurance with limits of \$2,000,000 in excess of the amounts set forth in Paragraph 8(A) and 8(B) that will cover the Municipality's liability as it applies under this Agreement.

10. Indemnification.

a. The Municipality hereby agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third-party of any other person or entity, arising out of services pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the Municipality, its employees, representatives, subcontractors, assignees, or agents. The Municipality further agrees to defend, indemnify and hold harmless the County against any claim arising from or occasioned by the manner of performance or non-performance of the Work under this Agreement.

b. In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of the Municipality, either within or without the scope of his or her respective employment, representation, agreement or agency, or arising out of the Municipality's negligence, fault, act or omission, then the County shall have the right to require payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

11. Termination. The County may terminate this Agreement upon thirty (30) days written notice to the Municipality subject to the fulfillment of all outstanding obligations to the County under the provisions of this Agreement. If this Agreement is so terminated, the Municipality shall be paid for that portion of the Work satisfactorily completed.

12. Prohibition against assignment. In accordance with the provisions of section 109 of the General Municipal Law, the Parties are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement to any other municipality, officer, person or corporation without the previous consent in writing of the other party.

13. Construction of Agreement. This Agreement shall be construed in accordance with the laws of the State of New York and jurisdiction and venue for any disputes arising herewith shall reside with the Orange County Supreme Court in and for the State of New York.

14. Notices. All notices shall be in writing and hand-delivered or sent by United States certified or registered mail, return receipt requested to the address of the other party or to such other address as such party may designate from time to time by such notice and shall take effect when mailed.

15. Entire Agreement. This Agreement constitutes the entire Agreement between the County and Municipality with reference to the subject matter hereof. There are no terms, conditions or obligations other than those contained herein and there are no written or verbal statements or representations, warranties or agreements with respect to this Agreement which have not been embodied herein.

16. Modification. This Agreement shall not be modified except by writing, subscribed by both Parties.

17. Non-Waiver. No delay for failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

18. Severability and Compliance with Applicable Law. Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state

or federal law or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions or the application thereof shall be deemed severable and shall not be affected thereby.

19.Headings. The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this Agreement.

20.Interpretation. The Parties acknowledge that that they have had an opportunity to review this Agreement and confer with counsel of their choosing. This Agreement shall be interpreted in accordance with its plain meaning, and the rule that ambiguities shall be construed against the drafter of the document shall not apply in connection with the construction or interpretation hereof.

IN WITNESS THEREOF, the Parties have hereunto executed this Agreement the date set forth above.

Motion by Mike McGinn, second by Mary Bingham.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

2021-#331

BE IT RESOLVED that the Town Board of the Town of Monroe amends the prior Motion authorizing the Town Supervisor to sign the 2021-2022 Snow Contract in a form to be approved by Town Counsel.

Motion by Mike McGinn, second by Mary Bingham.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

9. Old Business

Subject :	9.1 81 Raywood Drive
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution), Discussion
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe made the following Resolution: BE IT RESOLVED THAT the Town Board hereby approves the Public Road Improvements Cost Estimate & Bond amount of \$38,205.00 as reviewed and recommended by the Town Engineer on August 9, 2021 for the Bais A Properties 3 Lot subdivision (81 Raywood Drive); and BE IT FURTHER RESOLVED THAT this Resolution is only an approval of the recommended amount of the required bond and is not effective as constituting evidence of performance security unless and until a bond in the designated amount is submitted and accepted by the Town in a form satisfactory to Town's legal counsel; and BE IT FURTHER RESOLVED THAT the Town Supervisor and any employee, officer or consultant as directed by the Town Supervisor is hereby authorized to take any and all actions necessary to carry out the provisions of this Resolution.

Public Content

Motion & Voting

2021-#332

BE IT RESOLVED that the Town Board of the Town of Monroe made the following Resolution by Councilwoman Bingham, and seconded by Councilman Scancarello.

BE IT RESOLVED THAT the Town Board hereby approves the Public Road Improvements Cost Estimate & Bond amount of \$38,205.00 as reviewed and recommended by the Town Engineer on August 9, 2021 for the Bais A Properties 3 Lot subdivision (81 Raywood Drive); and

BE IT FURTHER RESOLVED THAT this Resolution is only an approval of the recommended amount of the required bond and is not effective as constituting evidence of performance security unless and until a bond in the designated amount is submitted and accepted by the Town in a form satisfactory to Town's legal counsel; and

BE IT FURTHER RESOLVED THAT the Town Supervisor and any employee, officer or consultant as directed by the Town Supervisor is hereby authorized to take any and all actions necessary to carry out the provisions of this Resolution.

Motion by Mary Bingham, second by Sal Scancarello.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

10. Public Comment

Subject :	10.1 Rules for Public Comment
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Information

Public Content

Please be advised that any person wishing to speak at a regular public meeting during the public comment period or at a public hearing, must sign the sign-in sheet maintained by the Town Clerk for such purpose no later than 15 minutes after the commencement of the meeting.

TOWN OF MONROE MEETING RULES PUBLIC COMMENT PERIODS -RULE 1:Although not required by any statute or law, the Town Board shall include at least one public participation period on the Agenda for regular Town Board meetings. However, nothing shall prohibit the Town Board, by majority vote, from suspending public comment or otherwise limiting public during a regular Town Board meetings where such limitations are determined to be necessary or otherwise conducive to accomplishing the business presently before the Town Board.**RULE 2:**Public comment during the public participation period of regular Town Board meetings shall be limited to three (3) minutes per speaker and the subject matter of such public comment shall be limited to Town business. 1 Yielding time or otherwise giving time to a speaker to extend the three (3) minute period by another person shall not be permitted. Written comments may be submitted to the Town Clerk in lieu of, or in addition to, a persons oral statement during any public comment period. Such minutes shall become a Town record and the brief nature of the submitted writing may be included in Town Board minutes. However, the full text of such submissions shall not be incorporated into Town Board minutes, unless expressly authorized by resolution of the Town Board.**RULE 3:**Any person wishing to speak at a regular public meeting during the public comment period or at a public hearing, must sign the sign-in sheet maintained by the Town Clerk for such purpose no later than 15 minutes after the commencement of the meeting. Where a public hearing and public comment period will occur during the same Town Board meeting, a person may sign up to speak on the topic of each and every public hearing and for public comment period consistent with the applicable time limits set forth above. For example, a speaker could speak for five (5) minutes during a public hearing and three (3) minutes during public comment at the same Town Board meeting. However, such person may not use the public hearing time to speak on matters not relevant

1 Rule 2 revised by Resolution of the Town Board on 03-06-2017 to add: and the subject matter of such public comment shall be limited to Town business. to the public hearing. Any comments made by a person made

during public comment that relates to the subject of a public hearing, shall not be considered by the Town Board as part of such public hearing nor made part of the public hearing record. The only public comment to be accepted by the Town Board outside of a public hearing shall be written comments received during the time period set by the Town Board for such purpose.**RULE 4:**If a sign-in sheet is not available, a person may raise his/her hand to speak during the public participation period and/or public hearing and may speak during such public comment period/public hearing upon recognition of the Supervisor or Presiding Officer.**RULE 5:** Any person speaking during public comment or a public hearing, when recognized by the Presiding Officer, shall approach the podium for such purpose and state his or her name, the street and municipality where he/she resides, and if applicable, his/her group or entity affiliation.**RULE 6:**Town Board members shall not respond to a person speaking during the public comment period unless and until all persons desiring to speak during the Public comment period have finished speaking. At such time as all speakers have finished speaking during such public comment period, each Town Board member shall be allotted up to three (3) minutes in total to respond to any questions posed or to provide relevant information in response to the collective comments and questions of the public comment speakers.**RULE 7:**Town Board members shall not attempt to answer questions during the time that a speaker is presenting during public comment. Town Board members will note any questions asked and may respond to the speaker at the conclusion of the speakers public comments.**PUBLIC HEARINGS RULE 8:**Public comment during a Public Hearing shall be limited to five (5) minutes per speaker. In the event that a speaker is the subject of the Public Hearing or has a significant interest in the matter different from that of the general public, such speaker shall, upon approval of the Town Board, be allowed up to the (10) minutes during a public hearing. Yielding time or otherwise giving time to a speaker to extend their permissible time limit by another person shall not be permitted.**RULE 9:**Members of the public, other than those called as witnesses by the parties, shall not be permitted to speak during public hearings concerning the removal/discipline of a Town Officer or employee as such hearings shall be limited to presentation of evidence and related submissions by Town representatives and the Town Officer or employee subject to removal/discipline. Time limits during a public hearing concerning the removal/discipline of a Town Officer or employee shall not be applicable as such proceeding shall follow any applicable statute, rule or regulation and shall otherwise be overseen by the hearing officer or presiding officer.**RULE 10:**In the case of a public hearing, prior to the close or continuation of the public hearing, Town Board members may be allotted up to five (5) minutes each to respond to questions or otherwise provide relevant information in response to specific comments made by speakers during that session of the public hearing. Further, prior to the close of the public portion of the public hearing, each Town Board member may be allotted up to eight (8) minutes to speak on the issue that is the subject of the Public hearing. However, where the public hearing concerns removal of a Town Officer or employee, Town Board members, if the body making a determination, shall not speak regarding the merits of the proceedings until after the close of the public hearing when deliberations on removal/discipline have commenced.**RULE 11:**Written submissions related to public hearings must be made before the close of the public hearing as such time is set by the Town Board.**GENERAL RULES APPLICABLE TO ALL PUBLIC MEETINGS AND HEARINGS RULE 12:**The Town Clerk shall act as the timekeeper or the Town Board may designate another person to be the timekeeper.**RULE 13:**Members of the Town Board, speakers and audience members must observe proper decorum at all times. Any statements made during any part of the meeting or during a public hearing by the Supervisor, members of the Town Board, town officials or employees, or members of the general public shall not involve personal, impertinent, or slanderous attacks on individuals, regardless of whether the individual so attacked is an elected official, a town official or employee, or a member of the general public.**RULE 14:**Neither speakers, nor Town Board members shall use public comment periods or other time during such meeting for political campaigning purposes, including promoting their candidacy or speaking out against another candidate. However, nothing shall prohibit a candidate from speaking on an Town-related issue merely because he or she is a candidate for political office.**RULE 15:**Pursuant to New York State Town Law, the Town Supervisor or Presiding Officer shall control the Town Board meeting. The use of profane, vulgar, inflammatory, threatening, abusive, or disparaging language or racial or ethnic slurs directed at the Supervisor, members of the Town Board, meeting attendees shall not be tolerated and the Town Supervisor shall address any such incidents. Further, any statements, regardless of the nature of the statement, made by a person attending the meeting which is not made during such persons authorized speaking time shall not be tolerated and the Town Supervisor shall address any such incidents. The Town Board has a right to protect itself from disturbance from attendees at a meeting and may order, by majority vote, removal of an attendee, or there Presiding Officer direct removal of an attendee on his own. Removal at the direction of the Presiding Officer is subject to appeal of another Town Board member, but not to appeal of the attendee. Such appeal is not debatable.**RULE 16:**In circumstances

where the Supervisor/Presiding Officer is not attempting to exert control over the meeting, is temporarily absent, or is the source of the present disorder at the meeting and is failing to preside over the meeting, such Supervisor/Presiding Officer may then be deemed absent as the Presiding Officer by approval of a majority of the Town Board. In such case, a Town Board member may make a motion to suspend the Rules and appoint the Acting Supervisor to take over the role of Presiding Officer until such time as the Supervisor or original Presiding Officer is able to properly return to performing his/her role as Presiding Officer. If the Acting Supervisor is determined to be absent for presiding purposes, the Town Board member making such motion shall propose another Town Board member to act as the Presiding Officer during the absence of the Supervisor/original Presiding Officer.

RULE 17:Comments by speakers must be addressed to the Town Board and shall not be addressed to the audience. Further, attendees may not address the Town Board unless first recognized by the Supervisor or Presiding Officer.

RULE 18:Discussion and exchanges between active speakers and attendees/audience members of the public meeting or hearing are prohibited. A speaker may, however, when properly recognized, state agreement or disagreement with the views of prior speakers in his /her comments directed to the Town Board.

RULE 19:Banners or other signs are not permitted in the meeting room unless, nor shall distribution of flyers within the meeting room be permitted. Nothing shall prohibit a person from holding a lawful sign or handing out flyers outside of the meeting location.

RULE 20:If the Supervisor or Presiding Officer fails to enforce the rules set forth herein, any member of the Town Board may move to require him or her to do so, and an affirmative vote of the majority of the Town Board shall require him or her to do so. Any decision by the Presiding Officer relating to enforcement of the rules set forth herein may be appealed and subsequently overturned by a vote of the majority of Town Board members. Such appeal may be raised by a Town Board member or the affected attendee if properly recognized.

RULE 21:Any person who disregards the directives of the Supervisor or the Presiding Officer in enforcing the rules or who generally conducts himself or herself in a boisterous or inappropriate manner while addressing the Town Board thereby disturbs the peace at a such meeting and will be barred from further participation and shall forfeit any balance of time remaining for his or her comments.

RULE 22:If a speaker who has violated these rules refuses to step down or to refrain from committing/ continuing such violation(s), the Supervisor or the Presiding Officer may direct the individual to leave the meeting room. If the individual declines and/or refuses to leave the meeting room, the Supervisor or Presiding Officer may request the individual to be removed from the meeting room and charged with disorderly conduct as per the New York State Penal Law. The Supervisor's determination is subject to the appeal provisions set forth above as well as the absence of the Supervisor /Presiding Officer provisions of these rules. The Town Board may, by resolution, designate the person who will sign the supporting deposition and/or Court Information document charging the removed person with Disorderly Conduct.

RULE 23: The following provisions, as modified herein, of Rule 49 of Roberts Rules concerning Small Boards shall apply to the Town Board of the Town of Monroe: a. Members may raise a hand or asked to be recognized, instead of standing when seeking to obtain the floor and may remain seated when making motions or speaking. b. The Presiding Officer need not rise while putting questions to a vote. c. The Presiding Officer may without leaving the chair speak in informal discussions and in debate and may vote on all questions as provided for by Code or law.

RULE 24:While there is no statute or applicable regulation that requires an Meeting Agenda to be prepared for Town Board meetings, the Town Board desires to have an Agendas prepared and distributed prior to Town Board meetings. The order of business at regular Town Board meetings shall be as follows: 1. REGULAR MEETING a. Call to Order; Pledge of Allegiance b. Approval of Minutes c. Upcoming Meeting Dates & General Announcements 2. SPECIAL ORDERS 3. DEPARTMENTAL MONTHLY REPORTS (Alphabetical Order) 4. OLD BUSINESS 5. NEW BUSINESS 6. PUBLIC COMMENT 7. EXECUTIVE SESSION (If necessary) 8. ADJOURNMENT

A Board member seeking to take up a matter out of order on the agenda or to introduce a new item of business may may request such change on consent of the Town Board, or may (if consent is denied or the member expects the matter to be contested make a motion to suspend the rules for such purpose, identifying the requested change to the Agenda or the new business to be raised. Upon approval of the majority of the Town Board, such business may be taken up immediately by the Town Board. The Presiding Officer shall prepare and cause to be distributed, Town Board meeting Agendas, in conformance with the Order of Business, as applicable. Pursuant to Roberts Rules, the Agenda distributed in advance to the Town Board is not binding on the Town Board, except as to the Order of Business set forth above. However, as set forth above, the Meeting Agenda, including the Order of Business and specific Agenda items may be modified upon approval of a majority of the Town Board. The Presiding Officer will announce each Agenda item as it is reached on the Agenda (or amended Agenda). Prior to the business being taken up, a member may move to to lay the matter on the table, postpone the matter or refer it to a committee.

RULE 25:Recesses may be taken for a stated period of

time either upon consent, without objection, or upon approval of a motion by a Town Board member.**RULE 26:** These Town Board Rules may be amended by a Resolution of the Town Board approved by a majority of the Town Board.**RULE 27:**The above rules shall take effect at the next ensuing meeting of the Town Board following the adoption of these rules.**RULE 28:**The Presiding Officer, or any Town Board member may request an interpretation of these Rules from the Town Attorney. A current copy of these Town of Monroe Meeting Rules shall be maintained by the Town Clerk and be made available to the public. 6. This Resolution shall be effective immediately. The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows: Yea Nay Abstain Absent Harley Doles, Supervisor [] [] [] [X] Anthony Cardone, Acting Supervisor [X] [] [] [] Gerard McQuade, Councilman [] [X] [] [] Michael McGinn, Councilman [X] [] [] [] Richard Colon, Councilman [X] [] [] [] The Resolution was thereupon duly adopted. TOWN OF MONROE TOWN BOARD MEETING RULES History of adoption and amendments. February 27, 2017: Town Board Rules adopted by Resolution of the Town Board. March 6, 2017: Rule 2 amended by Resolution of the Town Board to add: and the subject matter of such public comment shall be limited to Town business.

10. Public Comment

Subject :	10.2 Public Comment
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Discussion, Information

Public Content

The following spoke during Public Comment. To hear their comments, and Town Board members responses, please go on-line to Board Doc'sVideo Clip #10.2,

11. Old Business Continued

Subject :	11.1 Amended Resolution Regarding 81 Raywood Drive
Meeting :	Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :	Action (Resolution)
Recommended Action :	2021-# BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to Amend the prior Resolution (Item #9.1) of \$38,205.00 to \$27,705.00.

Motion & Voting

2021-#333

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to Amend the prior Resolution (Item #9.1) of \$38,205.00 to \$27,705.00.

Motion by Mary Bingham, second by Mike McGinn.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

2021-#334

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion authorizing the Town Supervisor to sign the Maintenance Agreement with BASIS A. PROPERTIES, INC. in a form that is acceptable to the Town Attorney.

Motion by Mike McGinn, second by Sal Scancarello.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

12. Community Announcements

Subject : 12.1 Orange County Legislator Pete Tuohy
Meeting : Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type :

Public Content

Department:

Name:

Request:

Date of Request:

Comments:

13. New Business

Subject : 13.1 Zoning Revisions for Local Law Pertaining to Hotels (GB/LI Districts) & Seven Springs Road
Meeting : Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA
Type : Action (Resolution)
Recommended Action : 2021-#
BE IT RESOLVED that the Town Board of the Town of Monroe

Public Content

Motion & Voting

2021-#335

BE IT RESOLVED that the Town Board of the Town of Monroe Made a Motion to place the revisions regarding Zoning for Local Law Pertaining to Hotels (GB/LI Districts) & Seven Springs Road on the Town Website.

Motion by Mike McGinn, second by Sal Scancarello.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

14. Possible motion to adjourn to Executive and or/ Attorney Client Session

Subject : 14.1 Enter into Executive Session

Meeting : Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA

Type : Action (Resolution)

Recommended Action : 2021-#
BE IT RESOLVED, that the Town Board of the Town of Monroe Made a Motion to enter into an Executive Session to discuss

Motion & Voting

2021-#336

BE IT RESOLVED, that the Town Board of the Town of Monroe Made a Motion to adjourn to Attorney /Client Session.

Motion by Mike McGinn, second by Mary Bingham.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

15. Return to Regular Meeting

Subject : 15.1 Return to Regular Meeting

Meeting : Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA

Type : Action (Resolution)

Recommended Action : 2021-#
BE IT RESOLVED, that the Town Board of the Town of Monroe approves to return to regular session.

Motion & Voting

2021-#337

BE IT RESOLVED, that the Town Board of the Town of Monroe approves to return to regular session.

Motion by Mike McGinn, second by Mary Bingham.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello

16. Adjournment

Subject : 16.1 Adjournment of Meeting

Meeting : Aug 16, 2021 - MONROE TOWN BOARD MEETING AGENDA

Type : Action (Resolution)

Recommended Action :

2021-#

BE IT RESOLVED, that the Town Board of the Town of Monroe adjourns the meeting of August 16, 2021 at

Public Content

Motion & Voting

2021-#338

BE IT RESOLVED, that the Town Board of the Town of Monroe adjourns the meeting of August 16, 2021 at

Motion by Mary Bingham, second by Sal Scancarello.

Final Resolution: Motion Carries

Aye: Councilperson - Rick Colon, Mike McGinn, Mary Bingham, Sal Scancarello