

REGULAR MEETING

November 17, 2016

The Regular meeting of the Board of Trustees of the Village of Upper Nyack was held at the village hall on Thursday, November 17, 2016 at 7:00 PM.

Those present: Mayor Hindin, Trustees Diamond, Nye & Tarapata
Village Clerk Carol G. Brotherhood, Village Attorney Robert P. Lewis

Absent: Trustee Esmay

Others identified: PO Paul Valerio-CPD; Michael Breganti; Petrina Koblin; Jerry Koblin

POLICE REPORTS – PO Valerio

Discussion: The CPD Traffic Squad targets specific areas based on complaints. On Nov. 5, 2014, CPD conducted a traffic study on North Broadway at the Elementary School. They recorded a high volume of traffic and speeding.

There have also been numerous scams, some targeting the elderly, with caller stating they are from the IRS, Social Security, O&R or Microsoft and that the person owes money. They instruct them to obtain cash cards (Green Dot Cards) from the drug store and activate and then call back with the code off the card and then the cash is stolen.

Other calls included a medical emergency, burglar alarms, accident without injury, animals on Old Mountain Rd, assault (Summit School), one domestic call.

Michael & Patricia Breganti, 228 Old Mountain Road, submitted a building permit to install solar panels and the building inspector determined there was a wall and stone steps in the village right-of-way, built in 1983. They appeared before the Board of Trustees to request permission to leave all in the right-of-way.

Attorney Lewis explained that the Board could grant a license agreement that would allow the Village to remove if the road needed widening and the homeowner would hold the Village harmless. The agreement would be filed at the County Clerk's office. After a brief discussion, Trustee Tarapata made a motion that the Village enter in a license agreement to allow the steps and wall to remain in the village right of way, seconded by Trustee Nye and so moved.

AYES: Mayor Hindin, Trustees Diamond, Nye & Tarapata

NOES: None ABSENT: Trustee Esmay

Attorney Lewis will draw up the agreement, the homeowners will sign and then the Mayor. A fully executed copy will be returned to the homeowner and filed with the County.

Petrina & Jerry Koblin, 214 Jewett Road, appeared before the Board regarding snow plowing on Jewett Rd. Mrs. Koblin noted that in 1967, Mr. Jewett was given approval and a variance to develop and subdivide the property now known as Jewett Rd. Mr. Jewett walked away. The road was not built to municipal standards nor dedicated to the Village. The Village does not own and the sign does not say private (Village installs street signs) Attorney Lewis questioned whether there is an existing written agreement with all 14 homeowners?

Mrs. Koblin stated no but each homeowner must pay their share.

Attorney Lewis told Mr. & Mrs. Koblin that there is no State law or statutory law in the State Constitution that gives any authority to use taxpayer's money to snow plow.

Mrs. Koblin also stated that she feels the homeowners deserve some type of compensation for 40 years of not getting any help.

Attorney Lewis noted that the Village contacted an organization it belongs to that provides legal opinions and the answer was the same that there is no statutory law to allow the Village to plow on private property.

Village Attorney Lewis suggested they draw up an agreement and get the majority of homeowners to sign, notarize and file in the Rockland County Clerk's Office. It will then encumber all property owners in perpetuity, regardless of who owns the property.

Jerry Koblin stated it is a unique situation of an intermediary road that connects two other roads. More traffic, wear and tear on this road than most other private roads.

TREASURER'S REPORT – Treasurer Fortunato submitted the report for review. He noted that all the next set of documents for the grant of \$125,000 for the purchase of the new truck has been filed.

Unpaid taxes for 11 homeowners amounting to \$14,732.70 has been filed with the County.

Treasurer Fortunato has reviewed the 2016 Audit Report & Management Letter by Korn Rosenbaum LLP. The auditors noted a new payroll procedure to be instituted as per their memo. The Board agreed with the new procedure and voted on its approval.

AYES: Mayor Hindin, Trustees Diamond, Nye & Tarapata

NOES: None ABSENT: Trustee Esmay

VOUCHERS – Read and approved for payment.

Ken Sharp appeared before the Board regarding the Nyack Hunger Coalition and a fund raising run, called the Resolution Run, they are planning on January 7, 2017. The Mayor said, the Board could consider it and asked for a letter requesting it and also to provide a certificate of insurance and the Board would place it on the December 15 agenda.

MINUTES –Trustee Tarapata made a motion to approve the minutes of the **regular meeting of 10/20/16**, seconded by Trustee Diamond and so approved.

AYES: Mayor Hindin, Trustees Diamond, Nye & Tarapata

NOES: None ABSENT: Trustee Esmay

Nyack Community Ambulance Corps. Inc.

The Village received a request from Nyack Community Ambulance Corps. to conduct their 4th Annual Snowflake 5K race/walk through the Village of Upper Nyack on Saturday, December 31, 2016 beginning at 10 am. The event will last about 1 hour and end back at the Ambulance Corp. building on N. Midland. Ave.

Trustee Tarapata made a motion that the Board approve the request form the Nyack Community Ambulance Corp. for their 4th Annual Snowflake 5K race/walk for Saturday, December 31, 2016, they have submitted the proper certificate of insurance and that they coordinate with the Clarkstown Police Dept., seconded by Trustee Nye and so moved.

AYES: Mayor Hindin, Trustees Diamond, Nye & Tarapata

NOES: None ABSENT: Trustee Esmay

SURPLUS – The Board agreed to surplus the out dated sound system and microphones and stands.

AYES: Mayor Hindin, Trustees Diamond, Nye & Tarapata

NOES: None ABSENT: Trustee Esmay

EXECUTIVE SESSION

8:12 PM The Board voted to move to executive session

Motion: Trustee Nye

Second: Trustee Diamond

AYES: Mayor Hindin, Trustees Diamond, Nye & Tarapata

NOES: None ABSENT: Trustee Esmay

Discussed: Legal matters

8:26 PM The Board motioned to exit executive session

Motion: Trustee Diamond

Second: Trustee Nye

AYES: Mayor Hindin, Trustees Diamond, Nye & Tarapata

NOES: None ABSENT: Trustee Esmay

NYSDOT Shared Services Agreement

The Village Attorney reviewed and noted the Mayor could sign.

Copy attached

Trustee Nye made a motion to adjourn, seconded by Trustee Tarapata and so moved. The meeting was adjourned at 8:40 PM.

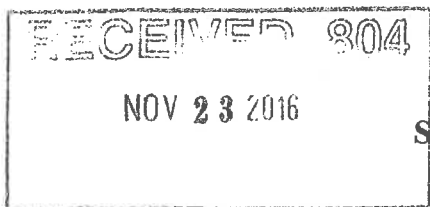
AYES: Mayor Hindin, Trustees Diamond, Nye & Tarapata

NOES: None ABSENT: Trustee Esmay

Respectfully submitted,

Carol G. Brotherhood

Village Clerk



SHARED SERVICES AGREEMENT
Between
NYSDOT and the Village of Upper Nyack

RECEIVED
NOV 22 2016

BY: _____

THIS AGREEMENT, dated 11/17/16, 2016, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Village of Upper Nyack, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the State shall hold the Municipality harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of their officers or employees when acting in the course and scope of their employment.
5. The term of this Agreement shall be for two (2) ☐ or four (4) ☒ years from 11/2016 to 11/2020. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT Region 8

By: [Signature] Date: 8-24-16
Resident Engineer - Rockland County

MUNICIPALITY

By: [Signature] Date: 11/17/16
Village of Upper Nyack Highway Superintendent

NYSDOT Region 8

By: [Signature] Date: 11/23/16
Regional Director of Operations

SCHEDULE A

NYSDOT

Description of services, materials, or equipment (Check All that apply) to be shared:

Emergency assistance, including snow and ice control pursuant to Highway Law Section 55, as may be needed and agreed to by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total NYSDOT Cost/Value: **Not to exceed \$10,000.00**

MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared:

To be determined based on services and materials provided by the Department of Transportation.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: **Not to exceed \$10,000.00**