



**TOWN BOARD
TOWN OF OSSINING
BIRDSALL-FAGAN POLICE/COURT FACILITY
86-88 SPRING STREET
OSSINING, NEW YORK**

**JULY 12, 2011
7:30 P.M.**

**SUPERVISOR
Catherine Borgia**

COUNCILMEMBERS

**Geoffrey Harter Michael L. Tawil
Peter Tripodi Northern Wilcher**

I. CALL TO ORDER – PLEDGE OF ALLEGIANCE – ROLL CALL

The Regular Meeting of the Town Board of the Town of Ossining was held on July 12, 2011 in the Police/Court Facility, 86-88 Spring Street in Ossining. The meeting was called to order at 7:30 p.m. by Supervisor Catherine Borgia. Members of the Board present were: Councilmembers Geoffrey Harter, Michael Tawil, Northern Wilcher and Peter Tripodi. Also present were Town Attorney Wayne Spector and Town Clerk Mary Ann Roberts.

II. ANNOUNCEMENTS

Supervisor Borgia announced that there will be an Informational Meeting relating to recent flooding conditions at the Briarcliff Woods Condominiums on July 14, 2011 beginning at 7 p.m. in the Joseph G. Caputo Community Center.

Councilman Tripodi announced that the 2nd Annual Lola's Love Walkathon/Carnival at the Ramapo High School, 400 Viola Road, Spring Valley, NY will take place on Saturday, July, 16, 2011 12:00 p.m-5:00 p.m. All of the proceeds will go towards the sarcoma foundation. There is a \$15 fee for the 3 mile walk.

Councilman Harter announced that St. Augustine's Church will be holding their Annual Italian Festival beginning on Tuesday, July 19th.

III. PUBLIC COMMENT ON AGENDA ITEMS

IV. BOARD RESOLUTIONS

A. Approval of Minutes

Councilmember Wilcher moved and it was seconded by Councilmember Tawil that the following be approved:

Resolved, that the Town Board of the Town of Ossining hereby approves the June 28, 2011 Minutes of the Regular Meeting as presented.

Motion Carried: Unanimously

B. Approval of Minutes-Special Meeting

Councilmember Tawil moved and it was seconded by Councilmember Wilcher that the following be approved:

Resolved, that the Town Board of the Town of Ossining hereby approves the

July 5, 2011 Minutes of the Special Meeting as presented.

Motion Carried: Unanimously

C. Approval of Voucher Detail Report

Councilmember Harter moved and it was seconded by Councilmember Tawil that the following be approved:

Resolved, that the Town Board of the Town of Ossining hereby approves the Voucher Detail Report dated July 12, 2011 in the amount of \$154,984.67 for 2011.

Councilman Tripodi questioned a cost on the voucher detail for \$65 for 500 business cards and it appeared that the cost came out of the police budget. Were these business cards for the two part-time police officers?

Supervisor Borgia added that this cost might be for Interim Assessor, Mr. John McGrory and will do some further research.

Vote: 4-0-1

Voting Aye: Tawil, Harter,
Wilcher & Borgia

Nay: Tripodi

D. Personnel-Highway Department-Seasonal Appointment

Councilmember Wilcher moved and it was seconded by Councilmember Tawil that the following be approved:

Resolved, that the Town Board of the Town of Ossining hereby appoints Yumar Castro, Ossining, to the seasonal position of Laborer in the Parks Department effective July 11, 2011 at \$12/hr.

Motion Carried: Unanimously

E. Resolution Authorizing Advertising Request for Proposal

Councilmember Tawil moved and it was seconded by Councilmember Wilcher that the following be approved:

Whereas, the building known as Shine House was damaged due to several contributing factors in February 2011, and

Whereas, insurance coverage provides sufficient funding to make the major structural repairs necessary to restore Shine House to usable condition, and

Whereas, the Town Board of the Town of Ossining desired to have the Shine House reopened and available for recreational uses in calendar 2011, therefore be it

RESOVED that the Town Board authorizes placement of advertisements of a Request For Proposal to solicit for repairs to the Shine House building located in Cedar Lane Park. Such bids will be released on July 15, 2011 and be due in the Town Clerk's office on August 5, 2011.

Councilman Tripodi added that he hopes that the Town is pursuing the \$20,000 owed by Blueberry Pond the former tenant at the Shine House.

Supervisor Borgia added that the Town is desirous of repairing this building because we do have several ideas on the table some of which will be revenue generating.

Motion Carried: Unanimously

F. Resolution to sign contract with The Center for Government Research (CGR)

Councilmember Tawil moved and it was seconded by Councilmember Wilcher that the following be approved:

WHEREAS the Town and the Village of Ossining solicited proposals for an evaluation of potential government structures, to be funded by the New York State Department of State High Priority Planning Grant and contributions from the municipalities, and

WHEREAS the Town and Village boards decided to engage the services of The Center for Government Research (CRG) to conduct the initial analysis and make recommendations about possible ways the Town and Village of Ossining can provide municipal services more efficiently, therefore be it

RESOLVED that the Town Board Authorizes the Town Supervisor to sign a contract agreement with The Center for Government Research (CGR), upon approval of the Town Attorney.

Motion Carried: Unanimously

G. Intermunicipal Cooperative Agreement with Ossining – New Castle Ambulance District.

Councilmember Tawil moved and it was seconded by Councilmember Harter that the following be approved:

WHEREAS, Section 122-b of the General Municipal Law specifically authorizes municipalities to join together to provide for emergency ambulance services, general ambulance services or a combination of such services for the purpose of providing pre-hospital emergency medical treatment or transporting sick or injured persons to a hospital, clinic, or other place of treatment for such illness or injury; and

WHEREAS, the quality of such service should not depend upon municipal boundary lines; and

WHEREAS, it is in the best interest of the Village of Croton to join in a temporary inter-municipal cooperative agreement with the Ossining/New Castle Ambulance District in regard to emergency ambulance and general ambulance services provided to residents of the community; and

WHEREAS, the Village believes that it is in the best interest of the residents to engage in an inter-municipal cooperation agreement pursuant to Article 5-G of the General Municipal Law: and

WHEREAS, the Board of Trustees of the Village of Croton deem it in the best interest of the Village residents for the District to provide certain supplemental Ambulance services, described in Schedule “A” to the Village on a temporary basis while the Village investigates its options for providing future ambulance services for use by and for its residents; and

WHEREAS, pursuant to Article 5-G of the General Municipal Law, and other statutory authority, the Village and District are authorized to enter into a Municipal Cooperation Agreement with respect to Ambulance services, and

WHEREAS, the District and Village agree that the following services more fully described herein on Schedule A hereto shall be supplied by the District,

1. Duration: This Agreement shall be effective July 18, 2011 to October 31, 2011, and is subject to the approval of the governing Board(s) of the District and the Trustees of the Village. This Agreement may not be amended, modified, altered, renewed or otherwise changes without the approval of the Boards. If either party to this Agreement intends not to renew this Agreement upon its expiration, said party must give notice of its intention at least 15 days prior to the expiration of this agreement. Absent such notice not to renew, the parties agree that the agreement shall continue on the same terms and conditions as the preceding term.

2. Compensation. In consideration of the services to be rendered, as provided herein, the Village payments to the District in such amounts and at such times as are set forth in Schedule " B", hereto.

3. Liability and Insurance. (a) The Village shall obtain and maintain in full force and effect during the term of this Agreement a policy or policies of public liability insurance covering its operations as described herein in an amount to be agreed upon by the parties. Such policy or policies shall name the District and the Town of Ossining as an additional insured. In addition, the Village shall defend, indemnify and save and hold harmless the District and the Town of Ossining from and against any and all liabilities, claims, demands, suits, losses, damages, injuries and any other casualties, including but not limited to damage to person or property arising, in whole or in part, out of or from any act by, or negligence by or on the part of the Village, its agents, servants, employees or contractors in connection with the operations to be performed hereunder, including counsel fees and costs and disbursements, if any, and pay any judgment obtained against the Village as a result of any of the above.

4. Any failure by either party to insist upon strict conformance of the terms of this Agreement by the other shall not be deemed to be a waiver of the right to insist upon strict performance and compliance with the terms hereof at a future time.

5. Severability. The provisions of this Agreement are declared to be severable, and if any section, paragraph, sentence, clause or part thereof is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of any remaining sections, paragraphs, sentences, clauses or part of this Agreement.

6. Assignment prohibited. This Agreement shall inure to the benefit of the parties hereto, and may not be assigned, or otherwise transferred by either party hereto without the prior written consent of the other party.

7. Dispute resolution. In the event of a claim, dispute or other matter in question arising out of or related to this Agreement, the parties agree that same shall be subject to mediation as a condition precedent to further legal action or other binding dispute resolution in connection therewith.

8. Non Discrimination provision. The parties expressly agree that in the hiring of employees for the performance of work under this Agreement, neither party nor its subcontractors nor any person acting on behalf of any party hereto or subcontractor shall, by reason of race, creed, color, sex, age, physical disability or national origin discriminate against person who is qualified and available to perform the work to which the employment relates.

9. Notices. All notices required hereunder shall be in writing and served personally or by certified mail return receipt requested, or by overnight delivery at the address as follows: Village of Croton on Hudson, Stanley H. Kellerhouse Municipal Building, 1 Van Wyck Street, Attn: Village Manager and The Mid Hudson EMS District c/o Town of Ossining, 16 Croton Avenue, Ossining, New York 10562 Attn: Town Supervisor.

10. Entire Agreement. This Agreement constitutes the entire agreement between

the parties hereto and there are no agreements, understandings, warranties, or representations between the parties except as provided herein. This Agreement cannot be amended except in writing executed by the parties hereto.

11. Applicable Law. The validity, construction, performance and effect of this Agreement will be governed by the laws of the State of New York, and any questions arising thereunder shall be construed or determined according to such laws.

Now therefore be it resolved that the Town Supervisor is authorized to sign, on behalf of the Ossining/New Castle Ambulance District, an Intermunicipal Agreement with the Village of Croton and the Ossining Volunteer Ambulance Corps (OVAC) to provide supplemental EMS assistance on a temporary basis to the Village of Croton, pending approval of the Town Attorney.

Motion Carried: Unanimously

H. Taxes – Title Searches for the Foreclosure of 2010 Liens

Councilmember Harter moved and it was seconded by Councilmember Tawil that the following be approved:

Resolved, that the Town Board of the Town of Ossining hereby authorizes Maureen Redmond of Judicial Title Insurance Agency, Inc., to perform the title and lien searches required in connection with the 2011 *In Rem* Foreclosure of 2010 tax liens at a fee of \$300 per parcel and that the Town Fee schedule be amended accordingly.

Motion Carried: Unanimously

V. MONTHLY REPORTS

Councilmember Tawil moved and it was seconded by Councilmember Wilcher that the following be approved:

Resolved, that the Town Board of the Town of Ossining hereby accepts the monthly report for the month of June 2011 from the Building Department and the Town Clerk's Office.

Motion Carried: Unanimously

VI. CORRESPONDENCE TO BE RECEIVED AND FILED

- June 8, 2011 Minutes of the Town Planning Board.

VII. VISITOR RECOGNITION

Bobby Williams, Spring Street, recently attended the School Board meeting which was the first meeting for the new members of the School Board. He extended his appreciation to the volunteers who are glad to help our Community.

VIII. ADJOURNMENT-EXECUTIVE SESSION-PERSONNEL

At 7:55 P.M. Councilmember Harter moved and it was seconded by Councilmember Tawil that the meeting be adjourned to Executive Session.

Approved:

Mary Ann Roberts, Town Clerk