AGENDA
REGULAR MEETING
OF THE BOARD OF TRUSTEES
VILLAGE OF IRVINGTON, NEW YORK
WEDNESDAY, JANUARY 22, 2014, 7:00 P.M.
IRVINGTON VILLAGE HALL – TRUSTEES ROOM

1. Call to order by Mayor Brian C. Smith.

2. Pledge of allegiance to the flag of the United States of America.

3. Announcements.
   a. Friends of the Library Spelling Bee – Friday, January 31, 2014 at 7:00 p.m. – Irvington Town Hall Theater.
   b. Public hearing on a local law to amend the Fair and Affordable Housing Article of the Zoning Code – Monday, February 3, 2014 at 7:00 p.m. – Irvington Village Hall.

4. Approval of minutes.
   a. Minutes of the Regular Meeting of the Village Board held on January 6, 2014.

5. Public comment.

6. Correspondence.

7. Public hearing to consider a local law amending Chapter 155 (Peddling and Soliciting) of the Village Code.

8. Public hearing to consider a local law amending Chapter 55 (Personnel) of the Village Code with respect to residency requirements for Court Clerk.

9. Public hearing to consider a local law amending Chapter 114 (Fees and Charges) of the Village Code to delete fees for plumbing licenses.

10. Home Rule Request concerning a local hotel/motel occupancy tax.

11. Contract 2014-01 for professional engineering services.

12. Extension of Snow and Ice Agreement with the New York State Department of Transportation for 2014/15.

13. Authorization to submit Riverview Road Water Tank repair plans to the Westchester County Health Department.

14. Appointments to the Planning Board.

15. Appointment of a Steering Committee for the Main Street Streetscape Design Project.

16. Appointments of personnel in the Fire Department, Department of Public Works, and Recreation Department.

17. Reports of Boards, Standing Committees and Officers.

- **a.** Trustee Liaisons reports.
- **b.** Village Administrator's report.
- **c.** Village Clerk-Treasurer's report.
- **d.** Village Attorney's report.

18. Public comment.

19. Review of action items.

20. Adjournment.

3b

LOCAL LAW ____ OF 2014

AMENDING THE FAIR AND AFFORDABLE HOUSING ARTICLE OF THE ZONING CODE

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

Section 1: A new section is added to Article XXVIII (Fair and Affordable Housing) of the Zoning Code, to read as follows:

§ 224-188. Fair and affordable housing requirement for subdivisions not including lot development plans.

If a subdivision is applied for that does not include plans to develop the newly created lots, the following requirements must be met:

A. If ten or more lots are being created, no fewer than 10% of the lots must be set aside for the development of fair and affordable housing units meeting the applicable requirements of this Article.

B. If five to nine lots are being created, at least one lot must be set aside for the development of fair and affordable housing units meeting the applicable requirements of this Article.

C. The Planning Board shall include in the resolution granting subdivision approval conditions to insure that construction of the fair and affordable housing units will be substantially completed before certificates of occupancy are granted for lots on at least 20% of the unrestricted lots.

D. Any lots created pursuant to this section must be at least 80% of the size of the average lot created by the subdivision.

E. The lots set aside for fair and affordable housing shall be of the same character as, and physically integrated into, the entire subdivision.

Section 2: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 3: This local law shall take effect upon filing with the Secretary of State.

(4a)

DRAFT

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF IRVINGTON, NEW YORK HELD ON MONDAY, JANUARY 6, 2014 AT 7:00 P.M. AT VILLAGE HALL, 85 MAIN STREET, IRVINGTON, NEW YORK

Present: Brian C. Smith, Mayor
Mark Gilliland, Trustee
Constance M. Kehoe, Trustee
Walter Montgomery, Trustee
Kristen C. Woll, Trustee
Lawrence S. Schopfer, Village Administrator
Brenda M. Jeselnik, Clerk/Treasurer
Marianne Stecich, Village Attorney

Mayor Smith called the meeting to order and led those in attendance in the pledge of allegiance to the flag of the United States of America.

Mayor Smith made the following announcements:

a. There will be a Public Hearing amending Chapter 55 of the Village Code (Personnel) with respect to residency requirements for the Court Clerk scheduled for January 22, 2014 at 7:00 pm in Village Hall.

b. There will be a Public Hearing amending Chapter 114 of the Village Code (Fees and Charges) for Plumbing Fees scheduled for January 22, 2014 at 7:00 pm in Village Hall.

c. The Village of Irvington is hosting the next monthly Westchester Municipal Officials Association meeting at the Ardsley County Club. It is scheduled for January 9, 2014.

Mayor Smith made a motion to approve the minutes of the Regular Meeting of the Village Board held on December 16, 2013. The motion was seconded by Trustee Gilliland and unanimously approved.

Mayor Smith opened the floor to public comment. There were no comments from those in attendance.

Mayor Smith reviewed correspondence from Town of Greenburgh Supervisor, Paul Feiner regarding a recently settled RLUIPA (Religious Land Use and Institutionalized Persons Act) case for $6.5 million and submitted a proposal for legislation for a federal agency to review traffic and safety concerns of a local government in such RLUIPA proposals.

The Village received correspondence from Ken Kendes regarding NAMI (National Alliance on Mental Illness) to request permission to install ribbons within the Village to draw awareness during Mental Health Awareness Month in May. The Board approved the request provided that they do not install ribbons on Village Hall.

Mayor Smith made a motion to open a public hearing pursuant to consider a local law amending several provisions of the Zoning Code relating to the Industrial District (I). Trustee Montgomery seconded the motion and it was unanimously approved. Village Attorney Marianne Stecich reviewed the changes in the draft local law since the last meeting of December 16, 2013. The changes are primarily to expand the prohibited uses, industries, including fast food establishments and the change from the designation from "Industrial District I" to "Waterfront District WF". Hilary Chenel requested clarification of the changes. After Board discussion, Mayor Smith made a motion to close the public hearing which was seconded by Trustee Montgomery and unanimously approved.

RESOLUTION 2014-001
LOCAL LAW AMENDING SEVERAL PROVISIONS OF THE ZONING CODE RELATING TO THE INDUSTRIAL DISTRICT (I)

Mayor Smith offered the following resolution, which was seconded by Trustee Montgomery and adopted:

WHEREAS, the Board of Trustees has reviewed an Environmental Assessment Form prepared in contemplation of the proposed local law adoption; and

WHEREAS the Board of Trustees finds that the proposed amendment will not have any negative environmental impacts; now therefore be it

RESOLVED, that the Board of Trustees adopts a negative declaration pursuant to the State Environmental Quality Review Act regarding the proposed local law adoption; and

FURTHER RESOLVED, to adopt a local law amending several provisions of the Zoning Code relating to the Industrial District (I).

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, and Woll)
NAYS:	0	

RESOLUTION 2014-002
REQUEST BY MONTE NIDO & AFFILIATES FOR THE SITING OF A COMMUNITY RESIDENTIAL FACILITY FOR EATING DISORDER TREATMENT PROGRAMS FOR ADULTS AT 100 SOUTH BROADWAY

Trustee Kehoe offered the following resolution, which was seconded by Trustee Montgomery and adopted:

WHEREAS, Monte Nido & Affiliates, a provider of eating disorder treatment programs, wrote to the Village on November 26, 2013 that it intended to operate a community residential facility for the disabled ("Facility") at 100 South Broadway in the Village of Irvington; and

WHEREAS, Monte Nido also wrote that the Facility would be licensed by the New York State Office of Mental Health and would provide housing, treatment and supervision for 14 adults with eating disorders; and

WHEREAS, the Facility fits within the definition of "community residential facility for the disabled" in Mental Hygiene Law § 41.34 and Part 595 of the Regulations of the Department of Mental Hygiene; and

WHEREAS, New York State Mental Hygiene Law § 41.34 provides that a community residential facility established under this section of the law shall be deemed a family unit for purposes of zoning and other local laws; and

WHEREAS, Mental Hygiene Law § 41.34 provides that once a village receives notice of intent to establish a Facility in the village, the village has 40 days to: (1) approve the site; (2) suggest one or more suitable sites within the village which could accommodate such a Facility; or (3) object to the

establishment of the Facility because it would result in a concentration of community residential facilities so as to substantially alter the nature and character of the area of the village in which it is proposed to be situated; and

WHEREAS, Mental Hygiene Law § 41.34 permits, but does not require, a public hearing on the establishment of a Facility, and the Village held a public hearing on the matter on December 16, 2013; and

WHEREAS, the Board of Trustees does not know of another suitable site to recommend, and does not believe that this Facility will result in a concentration of residential facilities for the disabled in the Village; now therefore be it

RESOLVED, that the Village of Irvington Board of Trustees approves the establishment of a community residential facility for the treatment of adults with eating disorders at 100 South Broadway by Monte Nido & Affiliates, subject to its receiving a license from the New York State Office of Mental Health.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, and Woll)
NAYS:	0	

There was further discussion of proposed changes to Chapter 155 (Peddling and Soliciting) of the Village Code as it pertains to Enhanced Peddler's Licenses. Village Attorney Marianne Stecich reviewed code changes detailing acceptable idling time for food trucks. After discussion by the Trustees, it was determined that a new Public Hearing was necessary for public information and comment on the proposed changes. Mayor Smith made a motion to hold a public hearing on January 22, 2014 to consider a local law amending Chapter 155 (Peddling and Soliciting) of the Village Code which was seconded by Trustee Montgomery and unanimously approved.

RESOLUTION 2014-003
SET THE STANDARD MILEAGE REIMBURSEMENT RATE FOR BUSINESS USE OF A PERSONAL VEHICLE EFFECTIVE JANUARY 1, 2014 AND MODIFY MILEAGE REIMBURSEMENT POLICY

Mayor Smith offered the following resolution, which was seconded by Trustee Montgomery and adopted:

RESOLVED, that the standard mileage reimbursement rate for business use of personal vehicle shall be set at 56¢ effective January 1, 2014.

FURTHER RESOLVED, that Section 506 of the Employee Handbook (Expense Reimbursement) modified as it pertains to Mileage to reflect the following:

Mileage:

An employee may request mileage reimbursement when the employee is using their personal vehicle for Village business as authorized by the Department Head. The mileage reimbursement rate will be

established by the Board of Trustees or the applicable collective bargaining agreement, as the case may be.

Under IRS regulations, distances between your home and your regular job are never deductible and therefore cannot be included in the mileage reimbursement.

The Village will reimburse mileage to the extent that the business miles travelled is in excess of the employee's normal commute.

Reimbursement will be calculated from the workplace, if the employee has first reported for duty. In cases where the employee goes directly from home to a meeting or seminar, only the amount in excess of the regular commute may be reimbursed.

Example:

If the round-trip distance between home and the office is 50 miles and to a seminar the round-trip distance is 30 miles; there is no reimbursement. If the round-trip distance between home and the seminar is 75 miles; the reimbursement is for 25 miles (i.e., the excess).

Travel from home to the work place and from the work place home, even if the employee is called to come to work on a non-scheduled work day or called to return to work on a scheduled work day, is **not** eligible for mileage reimbursement.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, and Woll)
NAYS:	0	

RESOLUTION 2014-004
APPROVAL OF 2013/14 BUDGET TRANSFERS AND MODIFICATIONS

Mayor Smith offered the following resolution, which was seconded by Trustee Montgomery and adopted:

RESOLVED, to adopt the following budget transfers for fiscal year 2013/14

Decrease: Contingency	1.1990.465	$89,680
Increase: Court Salaries	1.1110.100	$ 3,173
Increase: Municipal Exec. Salaries	1.1230.100	$ 5,287
Increase: Treasurer's Office Salaries	1.1325.100	$12,899
Increase: Superintendent DPW	1.1440.100	$ 3,143
Increase: Building Department	1.3620.100	$ 5,268
Increase Police Salaries	1.3120.100	$31,524
Increase: Parking Enforcement	1.3320.123	$ 912
Increase: Recreation Salaries	1.7310.100	$ 7,925
Increase: Senior Programs	1.7610.100	$ 2,750
Increase: Theater Salary	1.8989.100	$ 832
Increase: Theater Hourly	1.8989.123	$ 400
Increase: Library Salaried	3.7410.100	$ 5,298

Increase: Library Hourly	3.7410.123	$ 4,000
Increase: Social Security	1.9030.802	$ 6,269

Purpose: Budget Transfers required for previously authorized non-union salary increases Fiscal 2013-14

Increase: Insurance Recoveries	1.1.2680	$1,029.24
Increase: DPW Vehicle Maintenance	1.5010.473	$1,029.24
Increase: Insurance Recoveries	1.1.2680	$ 934.12
Increase: Police Vehicle Maintenance	1.3120.437	$ 934.12

Purpose: Record proceeds of insurance claim for vehicle damage.

Increase: Minor Sales	1.1.2610	$ 300
Increase: Police Equipment	1.3120.200	$ 300

Purpose: Sale of Fire Arms

Increase: State Aid	1.1.3091	$ 1,814.92
Increase: Police Overtime	1.3120.101	$ 1,814.92

Purpose: Proceeds of Police "STEP" Grant

Increase: Building Permit	1.1.2680	$ 4,000
Increase: Building Professional Svc's	1.3120.473	$ 4,000

Purpose: NYS GIS Records Management Contract

Increase: Insurance Recoveries	1.1.2680	$ 3,925
Increase: Park Maintenance & Exp.	1.7140.469	$ 3,925

Purpose: Insurance recovery for Scenic Hudson Park switches box damage.

Increase: Insurance Recoveries	1.1.2680	$12,400
Building Repair & maintenance	1.1620.456	$12,400

Purpose: Insurance recovery for replacement of Theater Boiler

Increase: Recreation Special Events	1.7310.458	$ 4,360
Increase: Recreation Revenue	1.1.2070	$ 4,360

Purpose: Irvington Fire Department Donation to Halloween Block Party.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, and Woll)
NAYS:	0	

RESOLUTION 2014-005
APPROVAL FOR THE COURT CLERK AND ASSISTANT COURT CLERK TO ATTEND TRAINING

Trustee Montgomery offered the following resolution, which was seconded by Trustee Gilliland and adopted:

RESOLVED, to approve the Court Clerk and Assistant Court Clerk to attend training from February 16-18, 2014 with the cost of the conference, lodging, and mileage not to exceed $1,100.00.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, and Woll)
NAYS:	0	

Trustee Gilliland urged people to volunteer for various committees and noted that the experience can be exciting and rewarding.

Trustee Montgomery reported on the Department of Public Works and their response during numerous incidences of icy road conditions. He also recognized the Water Department and their response to a major water main break on Riverview Road during extremely cold weather. Trustee Montgomery extended appreciation of all those involved in the Holiday Basket Delivery Program and announced various happenings in the Recreation and Parks Department including the third annual Penguin Plunge.

Trustee Kehoe reported on the Affordable Housing Committee, Theater Commission, Library Board and a meeting to discuss preplanning for grant opportunities with the Historic Hudson River Towns organization.

Village Administrator Lawrence Schopfer reported that he received and will circulate a report from Richard Behr, Architect, regarding Village Hall windows replacement options. In addition, he reported that the formulation of the Steering Committee for the Main Street Streetscape Design Project is near completion and that the first meeting will be January 23, 2014.

Clerk/Treasurer Brenda Jeselnik reported that the budget process has begun and that the first Budget Workshop will be Wednesday, January 15, 2014.

There was a review of action items.

Mayor Smith made a motion to adjourn. The motion was seconded by Trustee Montgomery and unanimously approved.

_____
Brenda M. Jeselnik, Clerk/Treasurer

7

RESOLUTION 2014-XXX
ADOPTION OF LOCAL LAW AMENDING CHAPTER 155 (PEDDLING AND SOLICITING) OF THE VILLAGE CODE

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

RESOLVED, to adopt a local law amending Chapter 155 (Peddling and Soliciting) of the Village Code.

LOCAL LAW ___ OF 2014

AMENDING CHAPTERS 155 OF THE IRVINGTON CODE
(PEDDLING AND SOLICITING) AND 114 (FEES)

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

Section 1: The title of Chapter 155 of the Code of the Village of Irvington is hereby amended to read as follows (deleted language ~~stricken~~):

Chapter 155 PEDDLING ~~AND SOLICITING~~

Section 2: A new section § 155-1 is hereby enacted, to read as follows:

§ 155-1. Definitions.

PEDDLE – To offer for sale any goods, wares, merchandise or services in any public place or public street, or by going from house to house or place of business to place of business, on foot or on or from any vehicle.

PEDDLER'S LICENSE – A permit issued pursuant to this chapter that limits a peddler to remain in the same location for up to ten minutes.

ENHANCED PEDDLER'S LICENSE – A permit issued pursuant to this chapter that allows a peddler in a vehicle to remain in the same space in an Enhanced Peddler's License Parking Zone for up to five hours.

ENHANCED PEDDLER'S LICENSE PARKING ZONE – Parking spaces designated in this chapter at which peddlers possessing an Enhanced Peddler's License may park for up to five hours.

Section 3: Section 155-1 is renumbered § 155-2 and is hereby amended to read as follows (new language in *italics*; deleted language ~~stricken~~):

§ 155-2. License required~~; application; fees and duration; location restrictions~~.

A. No person or entity shall ~~hawk or~~ peddle merchandise of any description within the Village of Irvington without first having obtained either a Peddler's License or an Enhanced Peddler's License. Such license shall be granted only on an application made to the Mayor or to the Board of

Trustees, in writing, and if deemed proper, *(s)*he may be granted a license as provided in this chapter, permitting said party to carry on the business mentioned in said application for a period not exceeding one year from the date of the license; and the person so applying shall, upon the granting and delivery of said license, pay a fee as set from time to time by the Board of Trustees.[1]

B. The provisions of this section shall not apply to wholesale peddlers who shall sell exclusively to dealers.

~~C. No permit under this section shall be issued to any person or entity for the sale, peddling, hawking or vending of any goods or merchandise of any kind on or along that portion of New York State Route 9, known as Broadway, which is situated in a residential zone district, unless sufficient parking is available within 60 feet on or along either side of Broadway.~~

Section 4: A new section is hereby added to Chapter 155, to read as follows:

§ 155-3. Restrictions.

A licensed peddler must:

A. Keep any vehicles and receptacles used by the peddler in a clean and sanitary condition and protect any food or drinks offered for sale from vermin, insects, dirt, dust, or other contaminants.

B. Not stand or permit the vehicle used by the peddler to stand in one place in any public place or street for more than ten minutes, except that a peddler with an Enhanced Peddler's License may park in a designated Enhanced Peddler's License Parking Zone for up to five hours but only if the peddler is accompanying the vehicle.

C. Not stand or permit the vehicle used by the peddler to stand in front of any premises for any time if the owner of the premises or the lessee of the ground floor thereof objects.

D. Not permit any vehicle used by the peddler to stop or remain on any crosswalk.

E. Not create or maintain any booth or stand or place barrels, boxes, crates,

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[1] See Chapter 114, Fees and Charges.

signboards, or other obstructions upon any street or public place.

F. Not sell any goods or merchandise of any kind on or along any portion of Broadway that is situated in a residential zoning district, unless sufficient parking is available within 60 feet on or along either side of Broadway.

G. Not permit the peddler's vehicle to idle for more than ten minutes in any one location.

Sec tion 5: A new section is hereby added to Chapter 155, to read as follows:

§ 155-4. Enhanced Peddler's License Parking Zone.

A. The following spaces constitute the Enhanced Peddler's License Parking Zone:

(1) Eight parking spaces located on the west side of North Astor Street, immediately south of the Irvington train station building.

(2) One parking space located on the east side of North Astor Street, in between the two entrances into the municipal parking area defined in §213-22B.

(3) Any parking space located in Scenic Hudson Park as approved by the Superintendent of Recreation and Parks.

B. A vehicle with an Enhanced Peddler's License may park only in these spaces, provided that there is a space available.

Section 6: Sections 155-2 through 155-5 are hereby renumbered section 155-5 through 155-8, respectively.

Section 7: Newly designated section 155-8 is hereby amended to read as follows (new language in *italics*; deleted language ~~stricken~~):

§ 155-8. Penalties for offenses.

A. Every person, firm or corporation violating any provisions of ~~any ordinance relating to hawking, peddling, licenses or permits~~ *this chapter*

shall be liable to a penalty of not less than $~~10~~ *200* and not more than $~~50~~ *500* for each and every offense, and each and every violation shall constitute disorderly conduct, and every person violating the same is hereby declared a disorderly person.

B. *In addition, the Board of Trustees may revoke the license of any peddler who the Board finds violated any of the restrictions listed in §§ 155-3 and 155-4 or any terms of the license.*

Section 8: Chapter 114, Fees and Charges, is hereby amended as follows (new language *in italics*; deleted language~~ stricken~~):

Chapter 155–Peddling ~~and Soliciting~~

155-~~1~~ 2A Application fees:

Peddler's License	
For permission to peddle for one year	$100
For permission to peddle for one day or part of a day	$ 50
Enhanced Peddler's License	
For permission to peddle for one year	*$1,000*
For permission to peddle for one day or part of a day	*$ 100*

Section 9: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 10: This local law shall take effect upon filing with the Secretary of State.

8

RESOLUTION 2014-XXX
ADOPTION OF LOCAL LAW AMENDING CHAPTER 55 (PERSONNEL) OF THE VILLAGE CODE WITH RESPECT TO RESIDENCY REQUIREMENTS FOR COURT CLERK

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

RESOLVED, to adopt a local law amending Chapter 55 (Personnel) of the Village Code with respect to residency requirements for Court Clerk.

LOCAL LAW__ OF 2014

AMENDING CHAPTER 55 OF THE VILLAGE CODE (PERSONNEL)
WITH RESPECT TO RESIDENCY REQUIREMENTS FOR COURT CLERK

Be it enacted by the Board of Trustees of the Village of Irvington that Chapter 55 (Personnel) of the Code of the Village of Irvington is hereby amended as follows:

Section 1: Sections 55-14 and 55-15 of the Code of the Village of Irvington are hereby amended to read as follows (deleted language ~~stricken~~; new language in *italics*):

§ 55-14. Purpose.

The Board of Trustees finds that, due to the relatively small population of the Village of Irvington, it is not always possible to fill certain nonjudicial positions in Village government requiring municipal, administrative or financial expertise with Village residents who are duly qualified to hold such positions. The Board further finds that it is authorized under § 10 of the Municipal Home Rule Law to expand such residency requirements to allow residents of ~~Westchester County~~ *the Ninth Judicial District of New York* to be eligible for said positions and that such eligibility is appropriate when a qualified person who is a Village resident is unavailable.

§ 55-15. Village or ~~county~~ *judicial district* residency required.

Notwithstanding any other general or special law, a person shall be eligible to be appointed to or hold the nonjudicial position of Village Court Clerk, Assistant Court Clerk or Court Attendant, provided such person is a resident of the Village or a resident of ~~Westchester County~~ *the Ninth Judicial District of New York* at the time of appointment.

Section 2: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 3: This local law shall take effect immediately upon filing in the office of the New York Secretary of State.

(19)

RESOLUTION 2014-XXX
ADOPTION OF LOCAL LAW AMENDING CHAPTER 114 (FEES AND CHARGES) OF THE VILLAGE CODE TO DELETE FEES FOR PLUMBING LICENSES

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

RESOLVED, to adopt a local law amending Chapter 114 (Fees and Charges) of the Village Code to delete fees for plumbing licenses.

LOCAL LAW__ OF 2014

AMENDING CHAPTER 114 OF THE VILLAGE CODE (FEES AND CHARGES)
TO DELETE FEES FOR PLUMBING LICENSES

Be it enacted by the Board of Trustees of the Village of Irvington that Chapter 114 (Fees and Charges) of the Code of the Village of Irvington is hereby amended as follows:

Section 1: Delete all fees listed for section number 158-4 (licenses and examinations).

Section 2: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 3: This local law shall take effect immediately upon filing in the office of the New York Secretary of State.

10

RESOLUTION 2014-XXX
HOME RULE REQUEST CONCERNING A LOCAL HOTEL/MOTEL OCCUPANCY TAX

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

RESOLVED, to approve a Home Rule Request for Assembly Bill no. 1234A and Senate Bill no. 5785 entitled "AN ACT to amend the tax law, in relation to authorizing the town of Greenburgh to adopt a local law to impose a hotel/motel occupancy tax for hotels not located in a village; authorizing specified villages in the towns of Greenburgh and Mount Pleasant to adopt local laws to impose a hotel/motel occupancy tax in such villages; and providing for the repeal of such provisions upon expiration thereof"

(11)

RESOLUTION 2014-XXX
APPROVAL OF CONTRACT 2014-01 FOR PROFESSIONAL ENGINEERING SERVICES

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

RESOLVED, to approve contract 2014-01 with James J. Hahn Engineering, P.C. for professional engineering services and to authorize the Village Administrator to execute said contract.

CONSULTANT AGREEMENT
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this ___ day of _____, 20___ by and between James J. Hahn Engineering, P.C., located at 1689 Route 22, Brewster, NY hereinafter referred to as "CONSULTANT" and the Village of Irvington, New York located at 85 Main Street, Irvington, New York 10533, hereinafter referred to as "OWNER".

WHEREAS, the Village of Irvington intends to enter into a contract with the CONSULTANT for the purpose of furnishing certain engineering services;

WHEREAS, the CONSULTANT has represented that he possesses sufficient professional skills and experience to perform said services in a complete, timely and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. **SCOPE OF WORK**

The CONSULTANT shall perform in a proper manner, satisfactory to the OWNER, the scope of services identified in Exhibit "A".

II. **TIME OF PERFORMANCE and TERM**

The services to be performed hereunder shall commence January 1, 2014. The term of this agreement shall be for one (1) year from the date of commencement. This agreement shall be renewable at the option of the OWNER annually for up to two (2) additional years with no change in hourly rates shown in Exhibit "B".

III. **COMPENSATION AND PAYMENT**

For satisfactory performance of the services described above, the OWNER shall pay the CONSULTANT at the hourly rates shown in Exhibit "B". The CONSULTANT shall bill the OWNER monthly for services rendered. Each invoice must clearly document the hours/dates/times worked by CONSULTANT. The OWNER shall release payment to the CONSULTANT within 60 days of receipt of an approved invoice.

IV. **COMPLIANCE WITH LAWS**

The CONSULTANT shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the work performed hereunder.

V. SUBCONTRACT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted, without the prior written consent of the OWNER. Approval by the OWNER of any subcontractor shall not relieve the CONSULTANT of any liability or responsibility for the proper performance of the work under this Agreement.

VI. INSPECTIONS

All work performed by the CONSULTANT shall be subject to the quality inspection and approval by the OWNER at all times, but such approval shall not relieve the CONSULTANT of responsibility for the proper performance of the work.

VII. EXTRA WORK

Not applicable.

VIII. TERMINATION FOR CONVENIENCE

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the CONSULTANT. Upon receipt of this notice the CONSULTANT shall immediately discontinue performance, will not place any further orders and will promptly cancel all orders to subcontractors.

In the event of termination for convenience the OWNER shall pay the CONSULTANT for all work completed to date. However, in no event shall the OWNER be obligated to pay more than the Agreement value less any previously paid fees.

IX. DEFAULT

Should the CONSULTANT breach any provisions of this Agreement the OWNER shall have the rights and remedies provided by law or under these terms and conditions.

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, if the CONSULTANT fails to perform any of its obligations or if the CONSULTANT fails to give the OWNER assurance of adequate performance within ten (10) working days after written request by the OWNER for assurances.

In the event of such breach of the Agreement by the CONSULTANT, the OWNER may:

a) declare the CONSULTANT to be in default,
b) cancel this AGREEMENT in whole or in part,
c) withhold payment of any further funds which may be due the CONSULTANT until the default is corrected, and/or
d) pursue any and all other remedies afforded by law.

If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by determining a percentage of work completed by the CONSULTANT and acceptable to the OWNER, of the total amount of work contemplated by this Agreement.

X. INDEMNIFICATION

The CONSULTANT shall be responsible for all damage to life and property due to negligent activities of the CONSULTANT, his subcontractors, agents or employees in connection with his services under this Agreement. The CONSULTANT specifically agrees that his Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the OWNER, from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.

Nothing in this Article or in the Agreement shall create or give to a third party any claim or right of action against the CONSULTANT, or the owner beyond such as may legally exist irrespective of this Article or this Agreement.

XI. INSURANCE REQUIREMENTS

The CONSULTANT shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the OWNER:

1.) Employer's Liability	$1,000,000
2.) General Bodily Injury	$1,000,000 each occurrence
3.) General Property Damage	$1,000,000 each occurrence
4.) Automobile Bodily Injury	$1,000,000 per injury and $1,000,000 each occurrence
5.) Automobile Property Damage	$1,000,000 each occurrence
6.) Professional Liability	$1,000,000

Prior to commencing performance of the CONSULTANT shall furnish the OWNER with a Certificate of Insurance as evidence of the required insurance and such Certificate of Insurance as evidence of the required insurance and such Certificate shall name the Village of Irvington as additional insured. The Certificate shall provide for thirty (30) days written notice to the OWNER prior to cancellation thereof. New, current certificates shall be provided at each policy renewal. The OWNER shall be listed as an additional insured on coverages furnished under 1-6 inclusive.

XII. INDEPENDENT CONSULTANT

The CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as the OWNER'S independent consultant, shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venturer with the OWNER. The OWNER shall be the general administrator and coordinator of the CONSULTANT'S services for the Project.

XIII. RECORDS

The CONSULTANT shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to the OWNER by the CONSULTANT.

All drawings, specifications, reports, information or data prepared by or furnished to the CONSULTANT in connection with any or all work to be performed under this Agreement shall be the property of the OWNER and shall be immediately forwarded to the OWNER upon request.

XIV. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

XV. TRANSFERABILITY OF INTEREST

The CONSULTANT shall not assign, sublet, or otherwise transfer its interest in this Agreement without written consent of the OWNER. The CONSULTANT shall not subcontract any portion of this Agreement without the prior written consent of the OWNER.

XVI. GOVERNING LAWS

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

XVII. SUPPLEMENTS TO AGREEMENTS

The following exhibits supplements or addendums form an integral part of this Agreement.

Exhibit "A" - Scope of Services
Exhibit "B" - Hourly rate schedule

XVIII. ENTIRE AGREEMENT - AMENDMENTS

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Irvington (OWNER)	James J. Hahn Engineering, P.C. (CONSULTANT)
Lawrence S. Schopfer Name	_____ Name
_____ Signature	_____ Signature
Village Administrator Title	_____ Title

Exhibit A

Scope of Services

The nature of duties for the designated engineer/planner are outlined as follows:

Planning Board Administrator

- Review Planning Board packages for zoning, drainage, civil engineering, neighborhood impacts, and other related characteristics.
- Review plans for site structures (retaining walls, grading etc.).
- Create a report on all applications to the Planning Board for the monthly meetings.
- Meet with Planning Board chairman and Village Attorney prior to Planning Board meetings.
- Attend the Planning Board meeting and assist as requested.
- Track time per application and generate invoices monthly.
- Work with chairman to resolve applicants' issues prior to meeting.
- Work with applicants to avoid delays in applications if possible.

Public Works and Other Projects

- Assist and monitor for compliance all storm water regulations
- Assist with planning, design and oversight of public works projects.
- Oversee major planning projects such as the comprehensive flood study and the hydraulic analysis of the Irvington Reservoir and Dam.
- Meet with residents in regards to drainage and infrastructure-related complaints.
- Zoning code improvement – develop and recommend code revisions designed to increase compliance and simplify the review process.
- Zoning code modernization – Develop and recommend code revisions addressing control of impervious surfaces, green building practices and sustainable development.

Exhibit B

SALARY SCHEDULE

VILLAGE OF IRVINGTON

OCTOBER 8, 2013

	SALARY $/HR.
Principal	$175.00
Project Manager	$140.00
Project Engineer	$110.00
Chief Designer	$115.00
Engineer	$100.00
Draftsman	$ 95.00
Inspector	$ 95.00

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RESOLUTION 2014-XXX
APPROVAL OF THE 2014/15, SNOW & ICE AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

WHEREAS, the Village of Irvington and the New York State Department of Transportation wish to enter into an agreement providing for the Village's removal of snow and ice from North and South Broadway; now therefore be it

RESOLVED, to approve the 2014-15, Snow & Ice Agreement between the Village of Irvington and the New York State Department of Transportation, and to authorize the Superintendent of Public Works to execute said agreement.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
RESIDENCY 8-9
1 Dana Road
Valhalla, NY 10595
Phone: 914 592 6557 / Fax: 914 592 4956

William Gorton, P.E.
Acting Regional Director

Joan McDonald
Commissioner

December 27, 2013

Mr. Greg Nilsson
Superintendent of Public Works
Village of Irvington
85 Main Street
Irvington, NY 10533

Re: Snow and Ice Agreement Extension
2014/15 Snow & Ice Season

Dear Mr. Nilsson:

Enclosed are the following forms, which need to be filled out and signed by the appropriate representatives. Please return all original copies to my Office at the above address for processing:

1. Agreement to Extend Indexed Lump Sum Municipal Snow and Ice Agreement for the 2014/15 Snow Season (Please fill out both sides and sign as required) – 4 copies
2. Maps with color-coded mileage responsibility (Please sign all Map tags) – 6 copies
3. Appendix A – 4 copies

In addition to the above, six original copies of completed resolutions for the Snow Season (certified and signed) with a raised seal from the Municipality's governing body authorizing a Municipal Official to enter into the above extended agreement must be returned to this Office.

If you have any question, please feel free to contact me.

Truly yours,

Dyan Rajasingham, P.E.
Resident Program Engineer

Contract #	Municipality	Ext. Season	Region #
D014706	Village of Irvington / Westchester South County	2014/15	8

AGREEMENT TO EXTEND INDEXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT

This Agreement made this _____ day of _____, _____ by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of the **Village of Irvington** of **Westchester South County** (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. **D014706** entitled "Indexed Lump Sum Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of **Village of Irvington**" dated **January 20, 2004**; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, **2000** and said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2014**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by the Agreement.

WHEREAS, Section 9 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 9 at the time for extension of the Agreement;

WHEREAS, Section 9 of the said Agreement also provides for an adjustment to the actual payment amount based on the intensity and severity of the winter season;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSTH:

1. The aforementioned "Indexed Lump Sum Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2015**, unless further extended.

2. The State Highways or parts thereof affected by the Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2014**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The indexed lump sum estimated expenditure specified in Section 9 of the aforementioned Agreement shall be **$1,513.00** per lane mile for **7.6** lane miles for a total of **$11,498.80** for the **2012/13** season and for the remainder of the term of the Agreement commencing July 1, **2012**, unless changed by future update.

IN WITNESS WHEREOF, this Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

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RESOLUTION 2014-XXX
AUTHORIZATION TO SUBMIT RIVERVIEW ROAD WATER TANK REPAIR PLANS TO THE WESTCHESTER COUNTY HEALTH DEPARTMENT

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

RESOLVED, that the Board of Trustees of the Village of Irvington hereby authorizes James J. Hahn, P.E. to execute and deliver to the Westchester County Department of Health, for and on behalf of the Village of Irvington, an application for a permit to operate a Water Storage Tank and to execute and deliver any and all additional documents which may be appropriate or desirable in connection therewith.

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RESOLUTION 2014-XXX
APPOINTMENT TO THE PLANNING BOARD

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

RESOLVED, to accept, with regret, the resignation of William Hoffman as Chairman of the Planning Board; and

FURTHER RESOLVED, to appoint Patrick Natarelli as a regular member of the Planning Board for a term to expire December 2018; and

FURTHER RESOLVED, to designate the following members as acting Chairperson of the Planning Board for the months indicated:

George Boyle - March, April, and May 2014
Chet Morton – June, July, and August 2014
Hilary Chenel – September, October, November 2014
Sheila Attai – December 2014, January and February 2015
Patrick Natarelli – March, April, and May 2015

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RESOLUTION 2014-XXX
APPOINTMENT OF A STEERING COMMITTEE FOR THE MAIN STREET STREETSCAPE DESIGN PROJECT

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

RESOLVED, to appoint the following individuals to the Steering Committee for the Main Street Streetscape Design Project:

Ann Acheson
Ken Bernstein
Michael Bradley
John Canning
Steve Caporal
Larry Frascella
Ellen Galano
Kenneth Lewis
Anne Myers
Eve Prime
Gerrie Shapiro
Amy Sherwood
Connie Kehoe, Trustee Liaison

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RESOLUTION 2014-XXX
APPOINTMENT OF PERSONNEL

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

RESOLVED, to accept the resignation due to retirement of Fire Inspector / Training Officer Nicholas J. Gasparre, Sr. effective January 31, 2014; and

FURTHER RESOLVED, to appoint Nicholas J. Gasparre, Sr. to the position of Fire Inspector at a rate of $14.75/hr. and Training Officer at an annual salary of $2,738.00, both effective February 3, 2014; and

FURTHER RESOLVED, to appoint the following individuals effective December 14, 2013:

Name	Position	Rate	Effective Date(s)
Bill Otivich	Recreation Attendant (P/T)	$23/hr.	12/13/2013-5/1/2014
Patrick M. Clarke	Recreation Attendant (P/T)	$20/hr.	12/13/2013-5/1/2014
Deborah Raffaelli	Recreation Attendant (P/T)	$20/hr.	12/13/2013-5/1/2014
Daniel Lorusso	Recreation Attendant (P/T)	$9/hr.	12/13/2013-5/1/2014
Lana Coffrey	Recreation Attendant (P/T)	$9/hr.	12/13/2013-5/1/2014
Logan Bancroft-Baines	Recreation Attendant (P/T)	$9/hr.	12/13/2013-5/1/2014
Melissa Otivich	Recreation Attendant (P/T)	$23/hr.	12/13/2013-5/1/2014
Amy Lucas	Recreation Attendant (P/T)	$23/hr.	12/13/2013-5/1/2014
Erik Lucas	Recreation Attendant (P/T)	$23/hr.	12/13/2013-5/1/2014
Brian Bernarducci	Recreation Attendant (P/T)	$15/hr.	1/14/2014-5/1/2014
Eddy Olson	Recreation Attendant (P/T)	$15/hr.	1/14/2014-5/1/2014
Matt Arone	Recreation Attendant (P/T)	$15/hr.	1/14/2014-5/1/2014
Daniel Angelo	Recreation Attendant (P/T)	$15/hr.	1/14/2014-5/1/2014
Mike Duncanson	Recreation Attendant (P/T)	$15/hr.	1/14/2014-5/1/2014

FURTHER RESOLVED, to appoint George Artiles as a Laborer (temporary) in the Department of Public Works at a salary of $17 per hour effective January 15, 2014.

Larry Schopfer

From: Joe Archino <jarchino@irvingtonny.gov>
Sent: Monday, January 13, 2014 11:15 AM
To: Brenda Jeselnik
Cc: Anna Kusiak; Larry Schopfer; LAURA COAPMAN; Angela Shaw
Subject: Request for Payroll additions of Part Time Staff

Brenda,

The following Part Time staff are needed for the Winter/Spring sessions of Youth Basketball and Wrestling Programs. All positions are budgeted and covered by registration fees. Please advise if any need new paperwork.

Thanks for your help with this.

Youth Basketball Staff Start 12/13 through May 1, 2014-
Bill Otivich- $23 per hour, director
Patrick M. Clarke- $20 per hour, supervisor
Kirsty Shmitt- $20 per hour, supervisor
Deborah Raffaelli- $20 per hour, supervisor
Daniel Lorusso - $9 per hour, assistant
Lana Coffrey- $9 per hour, assistant
Logan Bancroft-Baines- $9 per hour, assistant
Melissa Otivich- $23 per hour, supervisor
Amy Lucas- $23 per hour, supervisor
Erik Lucas- $23 per hour, supervisor

Wrestling Coach- Sart 1/14 Through May 1, 2014
Brian Bernarducci- $15 per hour, supervisor

Basketball Officials- Start 1/14 through May 1, 2014
Eddy Olson- $15 per hour, official
Matt Arone- $15 per hour, official
Daniel Angelo- $15 per hour, official
Mike Duncanson -$15.00 per Hour, official

Joseph D. Archino
Village of Irvington
Superintendent of Recreation and Parks

To: Larry Schopfer

From: Greg Nilsson

Date: 1/14/14

Subject: **Temporary Help**

I respectfully request permission to hire George Artiles as a temporary employee (laborer) for the Dept. of Public Works at a salary of $17 per hour with a start date of Tuesday, 1/15/14, as a replacement for Marco Parada who is out injured. George would be hired for a period of 4 months or until Marco returns to work, whichever is sooner.