

Town of Pound Ridge

Richard B. Lyman
Supervisor

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Jonathan G. Powers
Deputy Supervisor



Town Council

Jonathan G. Powers
Daniel S. Paschkes
Alison Y. Boak
Bonnie J. Schwartz

AGENDA TOWN BOARD MEETING

Meeting Date: Thursday, July 9, 2015
Meeting Time: 8:00 PM

Town House, 179 Westchester Avenue
Pound Ridge, New York 10576-1743

CALL TO ORDER:

CALL FOR EXECUTIVE SESSION:

ANNOUNCEMENTS/REMINDERS:

MINUTES: Acknowledge/correct/accept minutes of the Town Board Meeting held on June 11, 2015.

PUBLIC HEARING: Continuing – CCA

NEW BUSINESS:

- 2014 Auditors Report
- Pound Ridge Historical Society – approval to host a Summer Lawn Social at the Town House.
- Recreation Department – to accept Joanne Luksin resignation & recommendation from the Recreation Commission for a replacement.
- Medal of Honor – Thomas Murphy event on Sept. 13.
- Mutual Aid and Rapid Response IMA – to approve – expiring 7/30/2015
- Highway Dept. – change to Highway Agreement
- Discussion on video streaming of meetings
- Town Clerk – update on employee repositioning
- Liaison Reports

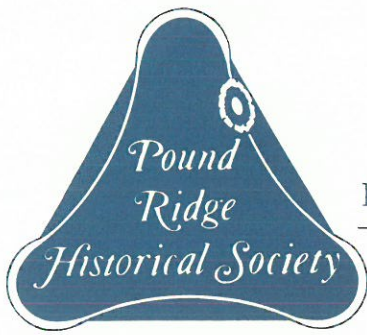
FINANCIAL MATTERS:

- Tax Receiver – refund for duplicate payments
- Recreation Dept. – refund for Conant Hall Deposit and pool membership refund
- Monthly Reports
- Pay Bills

ADJOURNMENT:

RECONVENE: As Parking District Commission

- Pay bills



P.O. Box 51 Pound Ridge, New York 10576

June 15, 2015

Richard Lyman, Supervisor
Pound Ridge Town House
179 Westchester Avenue
Pound Ridge NY 10576

Dear Supervisor Lyman and the Town Board,

The Pound Ridge Historical Society wishes to host a Summer Lawn Social on the Town House's grounds on Sunday, August 9, 2015, from 1 to 4 in the afternoon.

The event will be open to the public with no admission charge. We would like to encourage families to enjoy an old-fashioned lawn party centered around the gazebo, complete with band music, ice cream and lemonade. We hope to hire The Shovel Ready String Band, an acoustical group, to entertain. There may possibly be a demonstration of the old-fashioned manufacture of ice cream and lemonade but these resulting products will not be sold to the public. Ice cream and lemonade will however, be available for sale and the proceeds of these sales will help offset the costs of the event. A demonstration of croquet and other simple lawn games may also be presented

In case of rain, we hope that we will have access to the main floor of the Town House. Any Questions regarding this event should be directed to JoAnn Langham, Program chair at 914 764-4396. (H)

Yours for Historical Preservation and Education,

Joyce Butterfield, President and
Acting Museum Director

The Pound Ridge Museum
Located in the Hamlet of Pound Ridge, New York
255 Westchester Avenue (914) 764-4333
www.poundridgehistorical.org email: info@poundridgehistorical.org

Memorandum

To: Town Board
From: Joanne Pace
Date: June 3, 2015
Re: Resignation/Retirement

JoAnn Luksin gave her notice of retirement effective July 31, 2015. Please accept her notice of retirement.

Joanne Pace

From: Dave Goldberg
Sent: Wednesday, June 03, 2015 2:18 PM
To: Joanne Pace
Subject: FW: Notice of retirement

From: Joann Luksin
Sent: Tuesday, June 02, 2015 12:59 PM
To: Dave Goldberg
Subject: Notice of retirement

Dave,

This correspondence will serve as my notice of retirement.
Effective July 31, 2015, I will leave my position as an employee
in the Recreation Department of the town of Pound Ridge.

Thank you for your attention

Jo Ann Luksin
Town of Pound Ridge
Recreation Department
Ph: 914.764.0947
Fax: 914.764.0102

Memo

To: Richard Lyman, Supervisor and P.R. Town Board Members
From: John Ritzcovan, Chairman and P.R. Recreation Commission
Date: 06/26/15
Re: Recreation Department – Personnel ... replacement

As you are aware, Jo Ann Luksin, the Pound Ridge Recreation Department Office Assistant/automated systems, has tendered her retirement/resignation letter. July 31, 2015 will be her last day.

At our 06/15/15 monthly Recreation Commission meeting, we discussed options and timing.

The position should maintain its Civil Service classification but be upgraded in title to Recreation Leader.

The new person/position would have recreation department experience and be able to assist the Recreation Director in both office and field/program activities. The current position focuses on in-office activities.

We anticipate a broad salary range of \$48,000 - \$55,000 depending upon experience, etc.

The Recreation Commission unanimously recommends to the Pound Ridge Town Board that we pursue the new position/candidate, as soon as possible.

If you have any questions, please give me a call.

Respectfully submitted,

John Ritzcovan



Robert P. Astorino
County Executive

Department of Public Safety

George N. Longworth
Commissioner-Sheriff

June 24, 2015

Supervisor Richard Lyman
Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, New York 10576

Dear Supervisor Lyman:

The current Mutual Aid and Rapid Response Inter-Municipal Agreement (IMA) between the Town of Pound Ridge and the Westchester County Department of Public Safety will expire on July 30, 2015. If you would like to continue participating, please sign and notarize the attached IMA. Also included are the Municipality's Acknowledgement and Certificate of Authority.

Once the paperwork is completed, please return all to me for processing. A fully executed electronic copy will be forwarded to you for your files.

If you have any questions, please contact me at (914) 864-7853 or email jkm3@westchestergov.com.

Sincerely,

DEPARTMENT OF PUBLIC SAFETY
Westchester County Police

George N. Longworth
Commissioner-Sheriff
By:

Joy K. Mathai

Joy K. Mathai
Director of Administrative Services

GNL/JKM/cs
Attachment

A New York State Accredited
Law Enforcement Agency

Saw Mill River Parkway
Hawthorne, New York 10532

Telephone: (914) 864-7700

Website: westchestergov.com



AGREEMENT made this _____ day of _____, 2015 by
and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601

(hereinafter referred to as the "County")

and

THE TOWN OF POUND RIDGE, a municipal corporation of the State of New York having an office and place of business at 179 Westchester Avenue, Pound Ridge, New York, 10576

(hereinafter referred to as a "City, Town or Village," as applicable)

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

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

WHEREAS, due to prevailing world, national and local security situations, the ever increasing flow of intelligence, and actual threats directed against once

benign sites and facilities, the parties desire that the Plan be flexible and subject to review and revision as necessary in a timely manner; and

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

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

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

FIRST: Definitions

(1) Chief Executive Officer: The officer within a Signatory Municipality who is authorized pursuant to General Municipal Law Section 209-m to request or grant a request for police assistance from another Signatory Municipality.

(2) Department Head: Any police chief, Commissioner or other official in command or acting command of the police department or police force of a Signatory Municipality.

(3) Requesting Municipality: Any Signatory Municipality requesting the assistance of the police force of another Signatory Municipality pursuant to the terms of this Agreement.

(4) Assisting Municipality: Any Signatory Municipality providing assistance to a Requesting Municipality pursuant to the terms of this Agreement.

(5) Emergency: Shall have its common dictionary definition.

(6) Signatory Municipality: All municipalities that have signed this Agreement, including the County.

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

THIRD: This Agreement shall commence on July 31, 2015 (the "Commencement Date") and terminate on July 30, 2020, unless terminated sooner in accordance with the provisions hereof. Any prior agreement signed by

a party for this purpose shall be deemed terminated upon the commencement of this Agreement.

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

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

(a) The police services provided by the County shall be without cost to the Requesting Municipality.

(b) The police services provided by each Assisting Municipality shall be reimbursed as provided in Section 209-m of the General Municipal Law, as same may be amended, except as provided above in Paragraph (a).

(c) The Requesting Municipality shall reimburse the County and each Assisting Municipality for all liability for damages arising out of acts performed by the Assisting Municipality in rendering aid. In addition, the Requesting Municipality shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly resulting from the

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

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

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

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

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

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

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

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

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

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

THE COUNTY OF WESTCHESTER

By _____
George N. Longworth
Commissioner - Sheriff

THE TOWN OF POUND RIDGE

By _____
Richard Lyman
Supervisor

Approved by the Westchester County Board of Legislators on the 11th day of May, 2015.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 18th day of June, 2015.

Approved as to form and manner of execution:

Assistant County Attorney
County of Westchester
S/O/DPS/Police Mutual Aid 2015/Police IMA.doc

Pound Ridge Highway Dept.

290 Stone hill rd.

DATE: 6/18/2015

TO: Board Members

RE: change to Highway agreement

Dear Members of the Board,

This memo is to ask you to amend the Agreement for the Expenditures of Highway Moneys. Because of the harsh winter we experienced last season our plans for road repair have changed. The following are the changes I would like to make.

Section A: delete completely and change to "On the road commencing at Trinity pass and Old mill river rd. and going approximately 1300 feet down Old mill river rd. There shall be expended not over the sum of \$19,000."

Type	Blacktop
Width of traveled surface	20 ft.
Thickness	2.5 inches
Subbase	Blacktop

Section B: delete completely and change to "On the road commencing at Westchester ave and State route 137 and leading to Westchester ave. at the NY/CT state line, going for a distance of 2 miles. There shall be a sum expended not over \$ 10,000.

Type	Crack seal
Width of traveled surface	24 ft.
Thickness	2/10 of an inch
Subbase	Blacktop

Section C: change amount from \$100,000 to \$134,000

Section D: change amount from \$67,000 to \$110,000

Section E: delete completely and change to "On the road commencing at Heerdt farm rd. and State Route 137 and leading to Heerdt farm rd. turnaround, a distance of 700 ft. There shall be expended not over the sum of \$19,000."

Type	Blacktop
Width	22 ft.
Thickness	2.5 inches
Subbase	Blacktop

Section F: Delete completely

Section G: Delete completely

Section H: Delete completely

Thank you, Vinnie Duffield



Highway Superintendent

Memorandum

To: Town Board
From: Joanne Pace
Date: June 30, 2015
Re: Update on employee repositioning

I wanted to give you an update on what has transpired the past couple of weeks. Our current receptionist, Roseann Vuotto, whom we had initially moved upstairs to help Karen Taft has now moved across the hall to help Diane Briganti, Assessor, with her clerical work. She will be working part time (17 ½ hrs.a week) with Diane going forward. She was making \$17.74 an hour as receptionist and \$20.00 an hour working as Conservation Secretary. As per the Town Board, when assisting Karen Roseann was to be paid \$20.00 per hour, which is within the budgeted amount for assistance for Planning Assistance. Diane suggested that Roseann get the same \$20.00 per hour working with her because she will have a great deal of responsibility in her office, and she has money budgeted for that slot..

Wendy Posimato, Finance, will be helping out Karen a day or two a week filing and doing escrow input. We can get away with giving Wendy a few more hours per week with Civil Service noting that this is a “Special Project” for a few months.

The desk currently needs coverage Monday and Tuesday as Roseann has moved upstairs. At the time we moved Roseann upstairs, we were unaware that Diane also needed help, which explains the change from what I had initially proposed regarding the front desk. All of the positions are budgeted, so there is no increase in expenditures going forward.

I have put the advertisement for the two days on the website and have received a few resumes. I will interview the candidates in the next week or two and hopefully find someone who can take on the responsibilities of the front desk.