

Town Board Monthly Meeting

October 3, 2013 7:30 p.m. Town Hall

SALUTE TO THE FLAG

SPECIAL MEETING – PHILIPSTOWN DEPOT THEATRE DEVELOPMENT CORPORATION – PROPOSED MERGER WITH PHILIPSTOWN DEPOT THEATRE INC.

COMMITTEE REPORTS

1) CB 2) Recreation 3) Recycling 4) Planning Board 5) Zoning
6) Highway 7) Building & Land Acquisition 8) Putnam County Legislature

AGENDA

1. Resolution authorizing Town Clerk Merando to advertise for bidders for #2 Fuel Oil-Bulk Delivery at the Claudio Marzollo Community Center.
2. Resolution authorizing Supervisor Shea to sign the 2012 Sponsor Authorization Form for the Service Award Program lists of all 2012 active members of the Garrison Volunteer Ambulance and First Aid Squad, Inc.
3. Resolution adopting the following Local Law:
 - SEQRA – Type II for all Local Laws
 - *Authorize Supervisor Shea to sign short EAF. Negative Declaration.*
 - Chapter 175, "Zoning," in order to make clarifications and technical corrections.
(Roll Call Vote)
4. Resolution directing that a proposition be submitted at a Special Election to be held December 10, 2013, with regard to the amendment of the defined benefit service award program for the Garrison Volunteer Fire Department
5. Resolution approving and authorizing Supervisor Shea to sign an early lease renewal for the postage meter from Pitney Bowes at a rate of \$181.43 per month for 48 months.
(Current rate is \$195.00 per month)
6. Resolution revoking the Bond and completing the work to the extent the funds of the Bond will cover for Hudson Way, located off Route 301.
7. Schedule Workshop/Meetings
 - Schedule Budget Workshops
 - Schedule Public Hearing for the 2013 proposed budget: (Suggested date November 6, 2013) *(Public Hearings may exceed estimated times)*

Continental Village Park District Budget	7:30 p.m.
Continental Village Water District Budget	7:35 p.m.
General Budget	7:45 p.m.

8. Code Enforcement Monthly Report.
9. Any other business that may come before the Town Board.

AUDIENCE

VACANCIES

Recreation Commission (1)
CV Park District Advisory Committee (3)
CV Water District Advisory Committee (3)

APPROVAL OF VOUCHERS

General Highway CVPD CVWD

ADJOURNMENT

MEMORANDUM TO THE PHILIPSTOWN TOWN BOARD

Re: Proposed Merger of PHILIPSTOWN DEPOT THEATRE DEVELOPMENT CORPORATION ("PDT") with PHILIPSTOWN DEPOT THEATRE INC. ("new PDT")

PDT was established in 2003 as a local development corporation ("LDC") which replaced a regular not-for profit corporation that had been formed in 1998 to operate the Philipstown Depot Theatre. At the time it was thought that there would be advantages to being an LDC, but changes in State law have imposed significant financial and reporting burdens on LDCs that are not appropriate for a community theater group. Specifically, under the legislation PDT is treated as if it were a "public authority" supervised by the State Authorities Budget Office and required to file reports under the State Comptroller's onerous PARIS reporting system. While PDT is presently complying with these requirements, it does not have the staff or resources to continue to do so.

Accordingly the Board of PDT has established new PDT as a regular not-for-profit corporation and has adopted a Plan of Merger which would result in the new PDT being the surviving corporation to carry on the theater operations as they are now being carried on without the burden of excessive State regulation. After the merger, PDT will disappear and the new PDT will carry exactly the same members, directors and officers, by-laws and mode of operations, and with all of PDT's assets and liabilities.*

The statute requires that the merger be approved by PDT's "Members" (the Town Board, one member of the Recreation Commission and one nominee from the PDT directors). Under PDT's By-laws, a meeting of the Members must be held during or immediately before or after, and at the same place as, a meeting of the Town Board. Accordingly, the matter is on the agenda for the October Town Board meeting.

A proposed agenda for the PDT special meeting is attached. It includes a draft resolution approving the Plan of Merger.

Bob Bickford and Claudio Marzollo, PDT Board members, intend to be at the October Town Board meeting. If there are any questions, they will be able to answer them at that time.

Stephen Ives
Chairman, Philipstown Depot Theatre Development Corporation

Attachments: Agenda for Meeting (with resolution)
Notice of Meeting (with Plan of Merger)

* The merger will not actually be effective until the following have been obtained: IRS determination letter for 501(c)(3) tax exempt status; approval by the NYS Education Department; approval by the NYS Attorney General; approval by a Judge of the State Supreme Court; and filing by the NYS State Department. We hope to complete these steps before the end of the year but it may take longer than that.

PHILIPSTOWN DEPOT THEATRE DEVELOPMENT CORPORATION

Agenda for October 3 Special Meeting of Members
(Prior to the meeting of the Philipstown Town Board)

Supervisor Shea Presiding

1. Call to Order
2. Ascertain presence of a quorum (at least 4 out of the 7 Members)

Betty Budney	Steven G. Ives
Dave Merandy	Claudio Marzollo
Nancy Montgomery	
Richard Shea	
John Van Tassel	

3. Proposed Resolution (proposed by Mr. Marzollo)

RESOLVED, that the Plan of Merger presented to this meeting, providing for the merger of this corporation with Philipstown Depot Theatre Inc., pursuant to which Philipstown Depot Theatre Inc. will be the surviving corporation, is approved.

4. Adjourn PDT Special Meeting

PHILIPSTOWN DEPOT THEATRE DEVELOPMENT CORPORATION.

NOTICE OF SPECIAL MEETING OF MEMBERS

NOTICE IS HEREBY GIVEN that a Special Meeting of the Members of Philipstown Depot Theatre Development Corporation has been called and will be held at the Philipstown Town Hall, Cold Spring NY on October 3, 2013, immediately before the regular meeting of the Town Council of the Town of Philipstown, as provided in the By-laws, for the following purpose:

To consider and vote upon a Plan of Merger, a copy of which is attached hereto, pursuant to which the corporation will merge with Philipstown Depot theatre Development Corporation which will be the surviving corporation.

Approval of the Plan of Merger requires the affirmative vote of at least two-thirds of the Members, such number of affirmative votes being at least equal to the quorum, blank votes and abstentions not being counted.

Dated: September 25, 2013

STEPHANIE HAWKINS

Secretary

PLAN OF MERGER OF
PHILIPSTOWN DEPOT THEATRE DEVELOPMENT CORPORATION
and

PHILIPSTOWN DEPOT THEATRE INC.

into

PHILIPSTOWN DEPOT THEATRE INC.

ARTICLE I

NAMES OF CONSTITUENT CORPORATIONS AND OF SURVIVING CORPORATION

The names of the constituent corporations are PHILIPSTOWN DEPOT THEATRE INC and PHILIPSTOWN DEPOT THEATRE DEVELOPMENT CORPORATION. The name of the surviving corporation is PHILIPSTOWN DEPOT THEATRE INC.

ARTICLE II
TERMS AND CONDITIONS OF MERGER

1. **Effective Date of Merger.** The proposed merger shall become effective upon the filing of the certificate of merger by the Department of State, and the certificate of merger shall not contain any provision to the contrary.

2. Upon the effectiveness of the merger Philipstown Depot Theatre Inc. shall succeed to all of the assets and liabilities of Philipstown Depot Theatre Development Corporation. and the separate existence of Philipstown Depot Theatre Development Corporation shall terminate; the members of Philipstown Depot Theatre Development Corporation shall be and become the members of Philipstown Depot Theatre Inc; the directors and officers of Philipstown Depot Theatre Development Corporation shall be and become the directors and officers of Philipstown Depot Theatre Inc.; and the By-laws of Philipstown Depot Theatre Development Corporation shall be and become the By-laws of Philipstown Depot Theatre Inc.

3. No amendments or changes will be made in the Certificate of Incorporation of the surviving corporation.

4. **Abandonment of Plan.** Notwithstanding approval of the plan by the board or directors and members of either of the constituent corporations, if at any time prior to the filing of the certificate of merger by the Department of State it becomes the opinion of the board of directors of either of the constituent corporations that events or circumstances have occurred which render it inadvisable to consummate the merger, this plan of merger shall be deemed abandoned. The filing of the certificate of merger shall conclusively establish that no action to terminate this plan has been taken by the board of directors of either of the constituent corporations.

5. Expenses of Merger. The surviving corporation shall be responsible for and pay the expenses of carrying this plan into effect and of accomplishing the merger, provided that if at any time this plan should become abandoned, Philipstown Performing Arts, Inc. shall be responsible for and pay all expenses incurred and paid under this paragraph.

4. Counterparts. For the convenience of the parties and to facilitate approval of this plan, any number of counterparts of this plan may be executed and each such executed counterpart shall be deemed to be an original instrument.

ARTICLE III
ADOPTION OF PLAN OF MERGER

This plan was duly approved and adopted by the Board of Directors of each constituent corporation on _____, _____. It was submitted to and approved by the members of Philipstown Depot Theatre Development Corporation on _____. It was submitted to and approved by the members of Philipstown Depot Theatre Inc. on _____.

IN WITNESS WHEREOF, the Plan of Merger, having been duly adopted by the constituent corporations, has been subscribed on behalf of each of the constituent corporations by its duly authorized officers

Dated: Philipstown N.Y., _____, 2013

Dated: Philipstown N.Y., _____, 2013

PHILIPSTOWN PERFORMING ARTS
INC.

PHILIPSTOWN PERFORMING ARTS
DEVELOPMENT CORPORATION

By _____

By _____

Attest:

Attest:

NOTICE TO BIDDERS

TOWN OF PHILIPSTOWN COMMUNITY CENTER

Sealed proposals will be received by the undersigned Town Clerk of the Town of Philipstown at her office in the Town Hall, 238 Main Street, Cold Spring, New York 10516, until 2:00 P.M., October 16, 2013, when the same will be publicly opened and read aloud for the purchase by the Town of Philipstown of:

#2 Fuel Oil-Bulk Delivery, up to 10,000 gallons.

Meeting the specifications of the Town of Philipstown Claudio Marzollo Community Center.

Copies of the specifications may be obtained from the office of said Town Clerk at the above address.

The right is reserved to reject any and all bids.

All purchase contracts awarded pursuant to this notice shall be subject to the provisions of Section 103-A, 103-8 and 103-D of the General Municipal Law.

Dated: October 9, 2013

TINA M. MERANDO
TOWN CLERK OF PHILIPSTOWN

**TOWN OF PHILIPSTOWN COMMUNITY CENTER
DEPARTMENT OF RECREATION AND PARKS**

CONTRACT DOCUMENTS

FOR

THE PURCHASE OF

#2 FUEL OIL – BULK DELIVERY

DATE: October 9, 2013

INCLUDES: NOTICE OF PUBLIC ADVERTISEMENT
GENERAL INFORMATION
SPECIFICATIONS
PROPOSAL & BID FORM
NON-COLLUSION FORM

DATE:

TOWN OF PHILIPSTOWN COMMUNITY CENTER
COLD SPRING, NEW YORK 10516
INFORMATION FOR BIDDERS NOTICE

Sealed Bids will be received at the office of the Town Clerk of the Town of Philipstown, Town Hall, 238 Main Street, Cold Spring, New York 10516, for the purchase of:

#2 Fuel Oil – Bulk Delivery, Up to 10,000 gallons.

Copies of specifications may be obtained at the Office of the Town Clerk of the Town of Philipstown.

Such Bids will be received at the Office of the Town Clerk, Town of Philipstown, Town Hall, 238 Main Street, Cold Spring, New York 10516, until 2:00 P.M. on October 16, 2013, at which time said bids will be publicly opened and read.

The right is reserved to reject any and all bids.

GENERAL INFORMATION

- TAXES:** Purchases by the Town of Philipstown are not subject to any Local, State or Federal Excise Tax.
- PRICE:** The Bid Price shall be “NET” and shall include all delivery charges to the location specified in paragraph titled “DELIVERY.”
- AWARD:** The item indicated above is for the particular use of the Town of Philipstown Community Center and must meet the requirements of the Center as interpreted by the Building and Grounds Supervisor. Failure to supply as guaranteed may disqualify bidder from future bidding. Award will be made on the specific item as shown on the proposal form.
- DELIVERY:** Delivery is to be to the Town of Philipstown Claudio Marzollo Community Center, 107 Glenclyffe Drive, Garrison, New York 10524.

SUBMITTED PROPOSALS:

Bids shall be prepared and submitted on the proposal form furnished by the Town Clerk of the Town of Philipstown, and accompanying specifications. The proposal shall be completely executed either in ink or typed. The proposal shall be submitted with SPECIFICATIONS ATTACHED in a sealed envelope addressed to Tina Merando, Town of Philipstown, 238 Main Street, Cold Spring, New York 10516, and clearly marked:

**#2 FUEL OIL – BULK DELIVERY
TOWN OF PHILIPSTOWN COMMUNITY CENTER**

TIME LIMIT FOR SUBMISSION OF PROPOSALS:

All proposals, including those mailed, will be received at the office of the Town Clerk only up to 2:00 P.M. of the date indicated in the advertisement.

OPENING BIDS:

Pursuant to Section 103, Paragraph 2, of the General Municipal Law, all bids received shall be publicly opened and read at the office of the Town Clerk of the Town of Philipstown, 238 Main Street, Cold Spring, New York 10516 at 2:00 P.M.

Date: October 9, 2013

REJECTION:

The right is reserved to reject any and all bids.

NYS CONTRACTS:

The Town reserves the right to purchase items included in this bid from New York State Contracts when available.

COMPLIANCE:

The Vendor shall comply in all respects with Town and State Law requiring permits for work and operation of Vendor's properties and facilities.

BID EXPIRATION:

This Bid expires upon delivery of #2 Fuel Oil to the Town of Philipstown's Community Center.

TOWN OF PHILIPSTOWN

**SPECIFICATIONS
FOR
#2 FUEL OIL (HEATING) – BULK DELIVERY**

FUEL OIL to be used in the heating of:

Town of Philipstown Community Center

Up to 10,000 gallons

Bids shall be less all Local, State and Federal Taxes.

Bidders must furnish a properly executed Non-Collusive form with bid.

The Purchaser reserves the right to reject any and all bids and to waive any informality in bids and to accept such bid as may be deemed in the best interest of the purchaser.

Bids shall be submitted to the Office of the Town Clerk, Town Hall, 238 Main Street, Cold Spring, New York 10516, in a sealed envelope. There shall be clearly printed or typed on such envelope the word “BID” with the identification of the enclosure therein, “#2 FUEL OIL – BULK DELIVERY.”

**PROPOSAL AND BID FORM
FOR
#2 FUEL OIL – BULK DELIVERY**

Delivery to be scheduled as soon as possible after acceptance of bid.

Pursuant to your request and in compliance with “Information for Bidder,” dated October 9 2013, relating thereto, the undersigned hereby offers to furnish as required by the application provisions of the specifications and all addends issued by the Town for the following prices:

AMOUNT IN WRITING AND FIGURES

Date: _____

#2 FUEL OIL (HEATING)

NEW YORK BARGE RESELL PRICES:	\$ _____/GAL.
BIDDER TRANSPORTATION:	\$ _____/GAL.
TOTAL BID PRICE:	\$ _____/GAL.

FOB LOCATION

(Attach additional sheet if needed)

Upon acceptance of this proposal, I hereby agree to comply in all respects with the Specifications and to supply the items as indicated.

BIDDER

SIGNATURE

COMPANY NAME

DATE

TITLE

PHONE

ADDRESS

FAX

NON-COLLUSION FORM

The vendor hereby agrees to the provisions of Section 103-A of the General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract.

“(a) such person and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such a refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination by any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.”

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-B of the General Municipal Law of the State of New York.

In accordance with the requirements of Section 103-D of the General Municipal Law of the State of New York, the bidder certifies that:

“(a) By submission of this bid, the bidder and the person signing on behalf of the bidder certifies, and in case of a joint bid, each party thereto certifies as to its own organization, under penalty or perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose restricting competition.”

It is further provided that no bid shall be considered for award where a bidder does not comply with Paragraph 1, 2, and 3, (listed previously) unless, in the event he cannot comply, he so states and also furnishes a signed statement setting forth in detail his reasons, after which the head of the purchasing unit of the political subdivision or department, agency or official to which the bid is made is

authorized to make a determination that any disclosure of price was not made for the purpose of restricting competition.

The signature of the Bidder to this Proposal shall be deemed a specific subscription to the certificate required pursuant to Section 103-D of the General Municipal Law and the Bidder affirms that the statements therein are true under the penalties of perjury.

DATED: _____

SIGN HERE: _____

Individual or Legal Name
of Firm or Corporation

BY: _____

Post Office Address of Bidder is:

Street

City

State

Zip Code

Telephone

2012 AMBULANCE COMPANY SERVICE CERTIFICATION FORM SERVICE AWARD PROGRAM

Town of Philipstown
Garrison Volunteer Ambulance Corps.

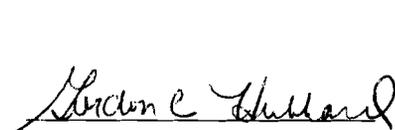
Deadline: 2 / 1 / 13

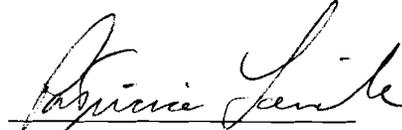
Instructions

New York State General Municipal Law requires that the list of members of the Ambulance Company indicating those who earned a year of service credit during 2012, those that did not earn a year of credit in 2012, those who were granted prior service credit (years of service credit earned prior to the program's effective date) in 2012, and those who waived participation must be certified under oath by the President, Secretary and Chief (or comparable officers). Once complete, the 2012 Data Request Package should be sent to the Town of Philipstown for approval.

Certification

We certify under oath the attached is a list that includes all 2012 Active Members of the Ambulance Company and indicates the points earned by each volunteer in accordance with the Service Award Program Point System which will be used to determine who will be credited with a year of service for calendar 2012. We also certify that the years of prior service credit shown was earned during 2012 by Active Members of the Ambulance Company, and has been prepared in accordance with the provisions of the Service Award Program.


Ambulance Co. President


Ambulance Co. Secretary


Ambulance Co. Chief

9/12/13
Date Signed

9/12/13
Date Signed

9/12/13
Date Signed

2012 SPONSOR AUTHORIZATION FORM
SERVICE AWARD PROGRAM

Town of Philipstown
Garrison Volunteer Ambulance Corps.

Deadline: 5 / 1 / 13

Instructions

This form is to be signed by the Supervisor of the Town of Philipstown after the 2012 ambulance worker service listing has been posted for at least 30 days, as certified by the completion of the 2012 Ambulance Company Posting Certification Form. Please sign and return the ENTIRE 2012 DATA REQUEST PACKAGE to:

Penflex, Inc.
50 Century Hill Drive, Suite #3
Latham, NY 12110

Authorization

I hereby authorize Penflex, Inc. to use the data herein submitted about active volunteer ambulance worker Service Award Program 2012 records. I understand this data will be used to determine the funding requirements of the Service Award Program, the eligibility of persons to be paid Service Award Program cash benefits, and the amount of benefits to be paid to such persons. I understand that if any of the 2012 administrative services provided by Penflex, Inc. must be redone due to errors in the data herein submitted that there may be an additional charge payable by the program sponsor. I further understand that Penflex, Inc. will not be liable for any errors in the calculation of the amounts due or payable from the Service Award Program Trust Fund which is the direct result of an error or errors in the data submitted herein.

Signature
Supervisor
Town of Philipstown

Date Signed

2012 AMBULANCE COMPANY POSTING CERTIFICATION FORM

SERVICE AWARD PROGRAM

Town of Philipstown
Garrison Volunteer Ambulance Corps.

Instructions

To comply with New York State Law, after the 2012 points listing has been approved by the governing board of the Town of Philipstown, it must be posted in the Ambulance Company's principal headquarters for a period of at least 30 days. Please have the person responsible for compiling the points and/or prior service enter their name and contact information on the form below, and enter the date the list and this form was first posted. When the 30 day posting period is complete, please sign the bottom section of this form and enter the date the list was removed. Then please return the Data Request Package to the Town of Philipstown for final authorization.

Notice to Volunteer Ambulance Workers about Posting

New York State Law requires that the approved and certified 2012 service listing be posted for 30 days for review by the members. Please review your service closely, and if you feel the service or points listed for you on the list is incorrect, please contact the person noted below.

The attached list has been completed by:

Gordon C. Hubbard (631) 553-6031 (631) 553-6031
Name Day Phone Number Evening Phone number
ghubbard04@gmail.com
e-mail Address

The approved and certified 2012 service listing was posted on this date: 6/15/13

Posting Certification

I hereby certify that the approved and certified 2012 service listing was posted for no less than 30 days.

No changes were made to the listing.

Changes have been made to the listing and an explanation is attached.

Gordon C. Hubbard
President's Signature

9/11/13
Date listing was removed

2012 VOLUNTEER AMBULANCE WORKER SERVICE AWARD PROGRAM RECORDS
Town of Philipstown

Garrison Volunteer Ambulance and First Aid Squad, Inc.

#	Last Name	First Name	MI	Date of Birth	Prior Service Credit	Service Credit 2000-2011	2012 Points Earned	Prior Service Earned in 2012	Mailing Address	Program Status
1.	Albertson	Denise	H.	8/11/1969	0	2	<u>52</u>	N/A	31 Canada Hill Drive Garrison, NY 10524	Active
2.	Arceo	Louis	M.	3/3/1947	5	12	<u>60</u>	N/A	24 Allen Drive Garrison, NY 10524	Active
3.	Arceo	Mary	T.	1/16/1945	5	12	<u>60</u>	N/A	24 Allen Drive Garrison, NY 10524	Active
4.	Bohl	Sandra	J.	2/24/1962	0	2	<u>73</u>	N/A	PO Box 38 Garrison, NY 10524	Active
5.	Calhoun	Marie		4/30/1937	4	5	<u>0</u>	N/A	241 South Highland Road Garrison, NY 10524	Active
6.	Cashman	David		5/4/1960	0	7	<u>2</u>	N/A	4 Steuben Road Garrison, NY 10524	Active
7.	Catalano	Eileen		12/2/1971	0	2	<u>0</u>	N/A	6 Mountain Drive Garrison, NY 10524	Active
8.	Christy	Georgia		7/27/1965	5	1	<u>0</u>	N/A	17B Garrison Landing Garrison, NY 10524	Active
9.	Cotic	Sandra	A.	10/12/1961	0	6	<u>0</u>	N/A	155 Old West Point Rd. E. Garrison, NY 10524	Active
10.	Fry	Thomas	L.	8/27/1991	0	1	<u>1</u>	N/A	4 Dry Pond Road Cold Spring, NY 10516	Active
11.	Hansler	Robert	T.	10/7/1951	0	3	<u>0</u>	N/A	3 Meadow Lane Garrison, NY 10524	Active
12.	Herminghouse	Justin		8/12/1969	3	12	<u>50</u>	N/A	44 Upland Drive Garrison, NY 10524	Active

Note: Date of Birth must be provided for all volunteers.

2012 VOLUNTEER AMBULANCE WORKER SERVICE AWARD PROGRAM RECORDS
Town of Philipstown

Garrison Volunteer Ambulance and First Aid Squad, Inc.

#	Last Name	First Name	MI	Date of Birth	Prior Service Credit	Service Credit 2000-2011	2012 Points Earned	Prior Service Earned in 2012	Mailing Address	Program Status
13.	Hubbard	Gordon	C.	<u>1/20/1969</u>	0	4	<u>56</u>	N/A	7 Deborah Drive Westhampton Beach, NY 11978	Active
14.	Irish	Kyle	M.	<u>10/12/1967</u>	5	12	<u>50</u>	N/A	101 Travis Corners Road Garrison, NY 10524	Active
15.	Kay	Lisa		<u>2/14/1980</u>	0	2	<u>0</u>	N/A	P.O. Box 194 Garrison, NY 10524	Active
16.	Lilburne	David	D.	<u>12/29/1953</u>	5	12	<u>51</u>	N/A	29 Garrisons Landing Garrison, NY 10524	Active
17.	Loisele	Patricia		<u>12/1/58</u>	0	3	<u>58</u>	N/A	492 Sprout Brook Road Garrison, NY 10524	Active
18.	Lombardo	Louis	A.	<u>7/16/1941</u>	5	12	<u>52</u>	N/A	P.O. Box 183, 1988 Route 9 Garrison, NY 10524	Active
19.	McEvoy	Daniel		<u>8/8/1960</u>	0	7	<u>35</u>	N/A	37 Moog Road Garrison, NY 10524	Active
20.	Morzello	Tom		<u>8/29/1965</u>	0	1	<u>12</u>	N/A	12 Morris Road Garrison, NY 10524	Active
21.	Prescott	Murray	A.	<u>11/5/1937</u>	0	3	<u>0</u>	N/A	19 Garrisons Landing Garrison, NY 10524	Active
22.	Smith	Patti	M.	<u>10/1/1943</u>	0	4	<u>0</u>	N/A	11 Black Diamond Hill Garrison, NY 10524	Active
23.	Smith	William	E.	<u>3/1/1948</u>	0	4	<u>0</u>	N/A	11 Black Diamond Hill Garrison, NY 10524	Active
24.	Swartzwelder	Christina	E.	<u>2/25/1986</u>	0	1	<u>0</u>	N/A	18 S. Highland Road Putnam Valley, NY 10579	Active

Note: Date of Birth must be provided for all volunteers.

2012 VOLUNTEER AMBULANCE WORKER SERVICE AWARD PROGRAM RECORDS
Town of Philipstown

Garrison Volunteer Ambulance and First Aid Squad, Inc.

#	Last Name	First Name	MI	Date of Birth	Prior Service Credit	Service Credit 2000-2011	2012 Points Earned	Prior Service Earned in 2012	Mailing Address	Program Status
25	Tiffany-Miller	Gabriel	E.	11/24/1992	0	2	<u>50</u>	N/A	42 Dicks Castle Road Garrison, NY 10524	Active
26	Tudor	Rodney	A.	9/19/1965	0	3	<u>11</u>	N/A	28 Lovell Lane; P.O. Box 423 Garrison, NY 10524	Active
27	Tudor, Jr.	Derek	J.	6/13/1961	5	11	<u>98</u>	N/A	54 Winston Lane Garrison, NY 10524	Active
28	Tudor, Sr.	Derek	J.	3/18/1937	0	8	<u>22</u>	N/A	33 Lovell Lane Garrison, NY 10524	Active
29	Heintz	Venetia		7/8/1937	5	7	_____	N/A	1224 Old Albany Post Road Garrison, NY 10524	Entitled 10/2006
* Note: Not eligible to earn points, please update address or notify of death only *										
30	Volpe	Joseph		4/13/1951	5	6	_____	N/A	35 Ellsworth Avenue Harrison, NY 10528	Entitled 1/2008
* Note: Not eligible to earn points, please update address or notify of death only *										
31	Berkery	April		8/28/1973	3	5	<u>0</u>	N/A	10424 Maverick Street New Port Richey, FL 34654	Vested/Inactive 2007
32	Rimm	William		10/7/1979	4	5	<u>0</u>	N/A	37 Arden Drive Garrison, NY 10524	Vested/Inactive 2007

Note: Date of Birth must be provided for all volunteers.

Town of Philipstown

Local Law No. of the Year 2013

A **Local Law** to amend Chapter 175, “Zoning,” of the Code of the Town of Philipstown in order to make clarifications and technical corrections.

Be it enacted by the Town Board of the Town of Philipstown as Follows:

SECTION 1. TITLE

This local law shall be known as “A Law Amending the Town Code of the Town of Philipstown to make clarifications and technical corrections to Chapter 175.”

SECTION 2. AUTHORITY

This Local Law is enacted pursuant to the authority and power granted by the Municipal Home Rule Law of the State of New York, Article 2, §10 et seq. and the Consolidated Laws of the State of New York, Chapter 62, Article 16 (the “Town Law”).

SECTION 3. PURPOSE AND FINDINGS

This local law is intended to make technical corrections, resolve ambiguities, and refine the provisions of the Town’s Zoning Law, Chapter 175 of the Town Code (Local Law # 1 of the Year 2011).

SECTION 4. AMENDMENTS TO CHAPTER 175

1. Section 175-10B of the Town Code of the Town of Philipstown, is hereby amended by adding the words “Minor Project” at the beginning of the first footnote on the Use Table so that the footnote reads as follows:

() Minor Project Site Plan review required when footprint area exceeds 3,000 square feet. Additions to dwellings where the total cumulative footprint will be greater than 3000 square feet shall require minor project site plan review if the footprint of the addition exceeds 1000 square feet.*

2. Section 175-10B of the Town Code of the Town of Philipstown, is hereby amended by deleting the word “subject” from the second footnote on the use table so that the footnote reads as follows:

(#) Permitted by right if operated in conjunction with the primary institutional use as defined in §175-74; otherwise a special permit is required. See §175-10J.

3. Section 175-11 of the Town Code of the Town of Philipstown, is hereby amended by adding a new subsection F after subsection E, to read as follows:

"F. Lot Size Calculation for Land in More than One Zoning District

For purposes of calculating and determining compliance with minimum lot size requirements on a lot or parcel that lies in more than one zoning district, the required minimum lot size shall be the minimum lot size for the zoning district which encompasses the largest portion of the lot. The remaining land on the lot, lying in one or more other districts, shall be counted toward the minimum lot size requirement as determined above. Land on a contiguous parcel in the same ownership may also be counted toward minimum lot size if so desired by the landowner."

4. Section 175-37E(3) of the Town Code of the Town of Philipstown, is hereby amended to read as follows:

3. Agricultural structures and practices shall not require site plan review or special permit approvals, except that agricultural structures with a footprint greater than 15,000 square feet shall require minor project site plan approval pursuant to §175-67.

5. Section 175-44 of the Town Code of the Town of Philipstown is hereby amended by inserting a new subsection F, after subsection E, that reads as follows:

F. Existing mobile homes in any location may be replaced by newer mobile homes in the same location.

6. The first sentence of Section 175-62E(4) of the Town Code of the Town of Philipstown, is hereby amended to read as follows:

"Upon receipt of application materials it deems to be complete, the Planning Board shall also refer to the Town's Conservation Board any application for a Major Project Special Permit or any application for a Minor Project Special Permit located within the OSO, WSO, SPO, or FPO Districts, or within a Ridgeline and Hillside Protection Area, together with any SEQR documents submitted with the application."

7. Section 175-65A(2) of the Town Code of the Town of Philipstown, is hereby amended to read as follows:

"2. The procedures for review of Site Plans for Major and Minor Projects (as defined in Article XII) are

described in §§175-66 and 175-67. Agricultural structures with a footprint of over 15,000 square feet shall require Minor Project site plan approval. Agricultural structures with a footprint of 15,000 square feet or less are exempt from site plan approval requirements."

8. The fifth sentence of Section 175-67D of the Town Code of the Town of Philipstown, is hereby amended to read as follows:

"At the discretion of the Planning Board, a minor project site plan may be referred to the Conservation Board if it is located within the OSO, WSO, SPO, or FPO Districts, or within a Ridgeline and Hillside Protection Area."

9. Section 175-74B of the Town Code of the Town of Philipstown, is hereby amended by changing the definition of Lot/Parcel to read as follows:

"Lot/Parcel: An area of land with definite boundaries, all parts of which are owned by the same person(s) or entities, the boundaries of which were established by the filing of an approved subdivision plat or by the recording of a deed prior to the adoption of Subdivision Regulations of the Town of Philipstown on June 17, 1968. A lot may also exist if it was established by the recording of a deed after the adoption of Subdivision Regulations of the Town of Philipstown if the Subdivision Regulations then in effect did not require subdivision approval for the creation of the lot or parcel. The property owner shall have the burden of proving that the Subdivision Regulations in effect at the time the lot was created did not require subdivision approval for such lot."

10. Section 175-34F of the Town Code of the Town of Philipstown, is hereby amended to read as follows:

"F. Excavation, clearcutting, or grading of any area exceeding 2,000 square feet and/or filling with more than 100 cubic yards of material shall require a permit from the Natural Resources Review Officer, unless such excavation, grading, filling, or clearcutting is performed pursuant to an approved Site Plan, Special Permit, subdivision plat, Building Permit, or timber harvesting plan, or as a normal and customary activity conducted in conjunction with a farm operation (as defined in Article XII). The Natural Resources Review Officer shall not issue a permit for such activities unless the applicant has demonstrated that the activities will not alter the run-off characteristics of the property or otherwise adversely affect natural drainage or

structural safety of buildings or lands, cause erosion or sedimentation, or create any noxious conditions or hazard to public health or safety. Any land disturbance involving more than 20,000 square feet of land that is not performed in connection with an approved building permit, special permit, or site plan, shall require plan approval from the Conservation Board using the procedures provided for in Section 93-9 of the Town Code for wetlands permit plan review.”

SECTION 5. VALIDITY

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudicated invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Philipstown hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

SECTION 6. REPEAL

All ordinances, local laws and parts thereof that are inconsistent with this Local Law are hereby repealed.

SECTION 7. EFFECTIVE DATE

This Local Law shall take effect immediately after its adoption and filing in the office of the New York State Secretary of State.

Appendix C

State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR Town of Philipstown	2. PROJECT NAME Town Code Amendments
3. PROJECT LOCATION: Municipality Philipstown County Putnam	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) Entire Town of Philipstown	
5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Package of six amendments to the Town Code, more fully described in Attachment A.	
7. AMOUNT OF LAND AFFECTED: Initially <u>Townwide</u> acres Ultimately <u>Townwide</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: NA	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: NA	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Richard Shea, Town Supervisor, Town of Philipstown</u> Date: _____ Signature: _____ 	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
 Yes No

C. COULD ACTION RESULT IN **ANY** ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
 NO

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
 NO

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
 NO

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
 NO

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:
 NO

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:
 NO

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:
 NO

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?
 Yes No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If Yes, explain briefly:

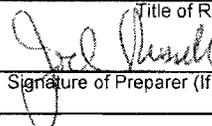
PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

Town Board, Town of Philipstown

Name of Lead Agency	Date
Richard Shea	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (If different from responsible officer)

Reset

ATTACHMENT A TO SHORT ENVIRONMENTAL ASSESSMENT FORM,
TOWN OF PHILIPSTOWN, PROPOSED AMENDMENTS TO TOWN CODE

~~SEPTEMBER 2013~~

This EAF evaluates the environmental impacts of six proposed local laws, attached hereto, as follows:

1. Revision of Chapter 93, Wetlands, to expand the powers of the Conservation Board and make Chapter 93 consistent with the new zoning. By resolution of the Town Board dated May 5, 2011, the Philipstown Conservation Advisory Council was redesignated as a Conservation Board pursuant to Section 239-y of the General Municipal Law. By itself, the redesignation did not give any additional powers to this body. It simply authorized this body to be given additional powers. To exercise these powers, it was necessary to amend Chapter 93, as well as other chapters of the Town Code, to give the Conservation Board the powers that it needs to carry out the intent of the redesignation. The attached revisions to Chapter 93 make the Conservation Board the permitting agency for wetland permits under Chapter 93 and also provide for the role of Natural Resources Review Officer. This proposed local law is primarily procedural in nature and makes no material substantive changes to Chapter 93. To the extent that it provides for more thorough review of wetland permit applications by the Conservation Board, it is expected to have only beneficial environmental impacts, if any at all.
2. Amendments to various chapters of the Town Code (10, 30, 38, 62, 78, and 85) to implement provisions of the new Zoning Law passed in May, 2011 and to expand the powers of the Conservation Board, including amendments that provide for the position and authority of the Natural Resources Review Officer, appointment of alternate members of the Planning Board, procedural and definitional amendments to the building code and driveway permit chapters, definitional changes to the chapter on environmentally sensitive lands to correspond to changes already made in the zoning, repeal of the steep terrain provisions of Chapter 147 which have been incorporated into the zoning, and otherwise to make these chapters consistent with the new zoning and with the designation of the Conservation Board. These changes are technical in nature, do not change the substantive provisions of any existing chapter of the Town Code, and resolve inconsistencies between these chapters and the new Zoning Law and designation of the Conservation Board.
3. Amendments to Chapter 159, Timber Harvesting, to expand the role of the Conservation Board and to make Chapter 159 consistent with the new zoning.
4. Amendment of Chapter 112 to require recorded maintenance agreements for rights of way in Open Development Areas.
5. Technical amendments to the Zoning Law (Chapter 175) to correct minor mistakes and clarify and resolve ambiguities.
6. An amendment to the Town Code adding a new Chapter 104 to prohibit the use of waste materials from hydraulic fracturing operations throughout the Town.

Inasmuch as these Town Code amendments are technical and procedural in nature, more fully implementing previously adopted measures by the Town Board, they will have no environmental impact. In the case of amendment Number 6 (hydrofracking waste), the amendment will have only beneficial

impacts because it will protect the Town from potentially adverse environmental impacts of the use of toxic materials.

WHEREAS, the Town Board has heretofore established a Defined Benefit Length of Service Award Program for the volunteer firefighters of the Garrison Volunteer Fire Department with a Monthly Benefit Amount of \$10;

and

WHEREAS, the Town Board, along with the Board of Commissioners of the North Highlands Fire District, has heretofore established and approved Defined Benefit Length of Service Award Programs for the Cold Spring, Continental Village and North Highlands Fire Departments with Monthly Benefit Amounts of \$20;

and

WHEREAS, the Town Board desires to enact an amendment to Section 9 of the Plan dated effective January 1, 1996 for said Defined Benefit Service Award Program, changing the Monthly Benefit paid at entitlement age from \$10 to \$20, subject to the approval of the voters of the Garrison Fire Protection District;

and

WHEREAS, the Town Board desires to enact an amendment to Section 9 of said Plan changing the Total Years of Service maximum from 30 years to 40 years;

and

WHEREAS, the Town Board desires to enact an amendment to said Plan allowing the continued accrual and payment of benefits beyond the entitlement age of 65, consistent with Section 217 (n) of the General Municipal Law adopted subsequent to the heretofore established Length of Service Award for the volunteer firefighters of the Garrison Volunteer Fire Department, subject to the approval of the voters of the Garrison Fire Protection District; now therefore be it

RESOLVED as follows:

-

“BOARD RESOLUTION OF THE TOWN BOARD OF THE TOWN OF PHILIPSTOWN, COUNTY OF PUTNAM, NEW YORK, ADOPTED OCTOBER 3rd, 2013, AUTHORIZING THE AMENDMENT EFFECTIVE JANUARY 1, 2014 OF THAT CERTAIN RESOLUTION PASSED ON JUNE 6, 1996 BY THE TOWN BOARD, AND APPROVED BY THE ELECTORS OF THE GARRISON FIRE PROTECTION DISTRICT AT A REFERENDUM HELD ON SEPTEMBER 17, 1996, WHICH ESTABLISHED A DEFINED BENEFIT SERVICE AWARD PROGRAM FOR THE VOLUNTEER FIREFIGHTERS OF THE GARRISON VOLUNTEER FIRE DEPARTMENT; SAID AMENDMENT: (1) TO ALLOW PROGRAM PARTICIPANTS WHO CONTINUE TO BE ACTIVE VOLUNTEERS TO EARN SERVICE CREDIT AFTER ATTAINMENT OF THE ENTITLEMENT AGE OF SIXTY-FIVE (65) YEARS; (2) TO INCREASE THE MONTHLY BENEFIT FROM TEN AND 00/100 (\$10.00) DOLLARS TO TWENTY AND 00/100 (\$20.00) DOLLARS; AND (3) TO CHANGE THE MAXIMUM NUMBER OF YEARS OF SERVICE FROM THIRTY (30) TO FORTY (40); BY INCREASING THE ESTIMATED ANNUAL COST OF SUCH PROGRAM (INCLUDING ADMINISTRATIVE COSTS) FROM THIRTY-SIX THOUSAND THREE HUNDRED TWENTY-FOUR AND 00/100 (\$36,324.00) DOLLARS TO FIFTY-EIGHT THOUSAND SIX HUNDRED FORTY-SEVEN AND 00/100 (\$58,647.00) DOLLARS BASED ON THE EXISTING NUMBER OF FIREFIGHTERS; BY REDUCING THE ESTIMATED ANNUAL COST PER PARTICIPANT OF SUCH PROGRAM FROM ONE THOUSAND FIVE HUNDRED FORTY-FIVE AND 00/100 (\$1,545.00) DOLLARS TO ONE THOUSAND SIXTY-SEVEN AND 91/100 (\$1,067.91) DOLLARS, BASED ON THE EXISTING NUMBER OF FIREFIGHTERS; BY INCREASING THE ESTIMATED ANNUAL

ADMINISTRATIVE FEE FROM FIVE HUNDRED SIXTY-FIVE AND 00/100 (\$565.00) DOLLARS TO ONE THOUSAND THREE HUNDRED FIFTY-SIX AND 00/100 (\$1,356.00) DOLLARS, BASED ON THE EXISTING NUMBER OF FIREFIGHTERS; STATING THE MAXIMUM MONTHLY BENEFIT SHALL BE EIGHT HUNDRED AND 00/100 (\$800.00) DOLLARS, BASED UPON AN AWARD OF TWENTY AND 00/100 (\$20.00) DOLLARS PER MONTH FOR UP TO FORTY (40) YEARS OF SERVICE BY ELIGIBLE PARTICIPANTS; STATING DEATH AND DISABILITY PAYMENTS TO BE AUTHORIZED TO COMMENCE UPON THE DATE OF AMENDMENT OF THE SERVICE AWARD PROGRAM AND REGULAR DEFINED BENEFIT AWARD PAYMENTS TO BE AUTHORIZED TO COMMENCE ONE YEAR THEREAFTER; APPROPRIATING SAID AMOUNTS THEREFOR AND STATING THAT THE FAILURE OF THE AMENDMENT TO BE APPROVED BY THE VOTERS OF THE GARRISON FIRE PROTECTION DISTRICT WILL IN NO WAY AFFECT THE PROVISIONS OF THE SERVICE AWARD PROGRAM PRESENTLY IN EFFECT,”

and be it

RESOLVED FURTHER, the Town Board hereby directs that a proposition be submitted at a Special Election to be held on December 10th, 2013, open to all the voters of the Garrison Fire Protection District to determine whether the Town of Philipstown shall amend the service award program as hereinbefore provided; and be it

RESOLVED FURTHER, an Election of the qualified voters of the Garrison Fire Protection District, shall be held at the Garrison Station Two Firehouse, located at 1616 Route 9, Garrison, New York on December 10th, 2013, at 2:00 P.M. and the polls shall remain open until 8:00 P.M. or as much longer as may be necessary to enable the voters then present to cast their

votes. The vote upon the Proposition to be submitted to the qualified voters shall be by paper ballots and the Town Clerk is hereby authorized and directed to make the necessary arrangements for same. The Town Clerk is hereby authorized and directed to give notice of said Election by causing a notice in substantially the form annexed hereto to be published in the Putnam County News and Recorder, a newspaper published in the Town of Philipstown, New York, and having a general circulation with the Garrison Fire Protection District and hereby designated as the official newspaper of the Town for such publication.

The following resident Town Electors, each of whom is a registered voter of the town, are hereby appointed to act as Election Inspectors and ballot Clerks at the aforesaid election:

Said Clerks and Inspectors shall each be paid at the rate of \$___ per hour for the time necessary to prepare the register and for conducting said election.

The Inspectors of Election shall meet prior to December 10th, 2013, to commence preparation of the register for the December 10th, 2013 Election. In preparing such register, the Inspectors of Election shall comply with the following procedure:

(a) They shall adopt, use or copy from, the registration list certified and supplied by the County Board of Elections the names appearing thereon of all persons residing in the Garrison Fire Protection District and qualified to vote in such forthcoming election.

(b) The register for the election shall include as a minimum a space for the name of the voter, his or her address within the Garrison Fire Protection District and a space for his or her signature to be signed by the voter on Election Day. The Town Clerk shall furnish the Inspectors of Election, with all necessary registration books, papers, equipment and supplies.

The adoption of the foregoing resolution was seconded by Councilperson _____ and duly put to a vote on roll call which resulted as follows:

AYES:

The resolution was declared adopted.

TINA M. MERANDO
TOWN CLERK

PUBLIC NOTICE

NOTICE OF ELECTION

OF THE GARRISON FIRE PROTECTION DISTRICT OF THE TOWN OF PHILIPSTOWN

DECEMBER 10, 2013

NOTICE is hereby given pursuant to the Town Law of State of New York, that an Election of the Garrison Fire Protection District of the Town of Philipstown will take place on December 10, 2013, between the hours of 2:00P.M. (prevailing time) and 8:00 P.M. (prevailing time) at the Garrison Station Two Firehouse located at 1616 Route 9, Garrison, New York for the purpose of voting on the following proposition.

All residents of the Garrison Fire Protection District of the Town Philipstown who were duly registered to vote with the County Board of Elections on or before November 12, 2013 shall be entitled to vote at this election.

“BOARD RESOLUTION OF THE TOWN BOARD OF THE TOWN OF PHILIPSTOWN, COUNTY OF PUTNAM, NEW YORK, ADOPTED OCTOBER 3rd, 2013, AUTHORIZING THE AMENDMENT EFFECTIVE JANUARY 1, 2014 OF THAT CERTAIN RESOLUTION PASSED ON JUNE 6, 1996 BY THE TOWN BOARD, AND APPROVED BY THE ELECTORS OF THE GARRISON FIRE PROTECTION DISTRICT AT A REFERENDUM HELD ON SEPTEMBER 17, 1996, WHICH ESTABLISHED A DEFINED BENEFIT SERVICE AWARD PROGRAM FOR THE VOLUNTEER FIREFIGHTERS OF THE GARRISON VOLUNTEER FIRE DEPARTMENT; SAID AMENDMENT: (1) TO ALLOW PROGRAM PARTICIPANTS WHO CONTINUE TO BE ACTIVE VOLUNTEERS TO EARN SERVICE CREDIT AFTER ATTAINMENT OF THE ENTITLEMENT AGE OF SIXTY-FIVE (65) YEARS; (2) TO INCREASE THE MONTHLY BENEFIT FROM TEN AND 00/100 (\$10.00) DOLLARS TO TWENTY AND 00/100 (\$20.00) DOLLARS; AND (3) TO CHANGE THE MAXIMUM NUMBER OF YEARS OF SERVICE FROM THIRTY (30) TO FORTY (40); BY INCREASING THE ESTIMATED ANNUAL COST OF SUCH PROGRAM (INCLUDING ADMINISTRATIVE COSTS) FROM THIRTY-SIX THOUSAND THREE HUNDRED TWENTY-FOUR AND 00/100 (\$36,324.00)

DOLLARS TO FIFTY-EIGHT THOUSAND SIX HUNDRED FORTY-SEVEN AND 00/100 (\$58,647.00) DOLLARS BASED ON THE EXISTING NUMBER OF FIREFIGHTERS; BY REDUCING THE ESTIMATED ANNUAL COST PER PARTICIPANT OF SUCH PROGRAM FROM ONE THOUSAND FIVE HUNDRED FORTY-FIVE AND 00/100 (\$1,545.00) DOLLARS TO ONE THOUSAND SIXTY-SEVEN AND 91/100 (\$1,067.91) DOLLARS, BASED ON THE EXISTING NUMBER OF FIREFIGHTERS; BY INCREASING THE ESTIMATED ANNUAL ADMINISTRATIVE FEE FROM FIVE HUNDRED SIXTY-FIVE AND 00/100 (\$565.00) DOLLARS TO ONE THOUSAND THREE HUNDRED FIFTY-SIX AND 00/100 (\$1,356.00) DOLLARS, BASED ON THE EXISTING NUMBER OF FIREFIGHTERS; STATING THE MAXIMUM MONTHLY BENEFIT SHALL BE EIGHT HUNDRED AND 00/100 (\$800.00) DOLLARS, BASED UPON AN AWARD OF TWENTY AND 00/100 (\$20.00) DOLLARS PER MONTH FOR UP TO FORTY (40) YEARS OF SERVICE BY ELIGIBLE PARTICIPANTS; STATING DEATH AND DISABILITY PAYMENTS TO BE AUTHORIZED TO COMMENCE UPON THE DATE OF AMENDMENT OF THE SERVICE AWARD PROGRAM AND REGULAR DEFINED BENEFIT AWARD PAYMENTS TO BE AUTHORIZED TO COMMENCE ONE YEAR THEREAFTER; APPROPRIATING SAID AMOUNTS THEREFOR AND STATING THAT THE FAILURE OF THE AMENDMENT TO BE APPROVED BY THE VOTERS OF THE GARRISON FIRE PROTECTION DISTRICT WILL IN NO WAY AFFECT THE PROVISIONS OF THE SERVICE AWARD PROGRAM PRESENTLY IN EFFECT,”

TINA M. MERANDO
TOWN CLERK



Town Clerk <townclerk@philipstown.com>

Garrison FD LOSAP

2 messages

Daniel Sussman <sussman444@optonline.net>

Sat, Sep 21, 2013 at 11:29 AM

To: Tina Merando <townclerk@philipstown.com>

Cc: Peter von Bergen <petervonb@aol.com>, John Sivirsky <John@svirsky.com>, kbirish@optonline.net, Jim Erickson <ericksonjim@optonline.net>

Tina:

We are planning to give you the Garrison FD LOSAP paperwork early next week.

As previously discussed we are hoping to have the resolution presented at the Oct 3rd town meeting.

Please advise if there is anything else I need to do before Oct 3rd.

Should I contact the board of elections for a tentative vote date?

If so, whom do I contact?

Thanks for your anticipated help,

Dan (Sussman)

Garrison FD

Peter von Bergen <petervonb@aol.com>

Sat, Sep 21, 2013 at 2:33 PM

To: sussman444@optonline.net

Cc: townclerk@philipstown.com

Dan,

Tina gave me a name at the Board of Elections and I planned to talk to them this week but had to put it off until next week.

I have the info in my pile of stuff that I take in and out of my car and work on at the firehouse. I will be happy to dig it out for you tomorrow at Station Two.

Peter

[Quoted text hidden]

LEASE TERMS AND CONDITIONS

This is a lease with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' leasing company. PBGFS provides leasing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink® Control Center or Meter. Therefore, those items are rented to you, rather than leased. Unlike the other equipment you may lease from us, you cannot purchase an IntelliLink Control Center or Meter at the end of the Agreement.

L1. DEFINITIONS

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L2.2 You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below. All payment obligations are unconditional.

L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Quarterly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Quarterly Payment and begin with the start of the Lease Term. Your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

L4.1 We own the Equipment. PBI owns any IntelliLink Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

(a) enter into a new lease with us;

(b) purchase the Equipment "as is, where is" for fair market value; or

(c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 120 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

L9.1 Risk of Loss.

(a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").

(b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.

(c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L9.2 ValueMAX Program.

(a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

(b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).

(c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.

(d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.

(e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.

(f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

CUSTOMER CHECKLIST

Welcome To Pitney Bowes

THANK YOU for your business. Below are answers to some commonly asked questions about your lease. Also, you will receive a Welcome Letter containing additional lease and account information. We value you as a customer and look forward to continuing to serve your needs.

Important Information Regarding Your Lease and Account

- ◆ **How are taxes billed?** State-required sales tax will be added to your lease invoice. If you are tax exempt please advise your sales representative. Property tax will be billed separately by Pitney Bowes on an annual basis.
- ◆ **How often will I be invoiced?** You will be invoiced quarterly. If you are a new leasing customer, you may see a charge for "Interim Rent" on your first invoice. This is for usage of your equipment from the date of installation until your lease officially commences. After the Interim Rent period you will receive your standard lease invoice showing your quarterly lease payment.
- ◆ **How does ValueMax® work?** As a reminder, if you do not provide Proof of Insurance within 30 days you will be automatically enrolled in the Pitney Bowes ValueMax® product protection program. You will see a charge on your quarterly lease invoice for this service as described in your lease agreement.
- ◆ **How does Purchase Power® work?** Remember, if you have not prepaid for postage then the Purchase Power® credit line attached to your postage meter account will be used and you will be billed as per your lease agreement.
- ◆ **How does delivery and installation work?** Your sales representative will provide an estimated delivery timeframe. Also, many Pitney Bowes products are self-installable; your sales representative will inform you if your equipment can be installed upon delivery or if a Pitney Bowes Service Technician is required.
- ◆ **Online Account Access.** You can access your account online to view and pay bills, place a service call, and take advantage of other online features.
Visit us at www.pb.com/myaccount.
- ◆ **Global Financial Solutions.** Pitney Bowes Global Financial Solutions (PBGFS) is a wholly owned subsidiary of Pitney Bowes Inc. who provides financing for Pitney Bowes' products.
- ◆ **How do Service Level Agreement customers obtain service?** If you need service from one of our one thousand A+ Certified Service Professionals who are equipped with real time wireless technology, please call 800-522-0020.

RESOLUTION #

The following Resolution was presented by _____, seconded by _____'

WHEREAS, the Town of Philipstown (the "Town") and MICHELE THORPE HOLUBAR, P.O. Box 282, Cold Spring, NY 10516, as principal, entered into an Agreement and Cash Maintenance Bond ("Agreement and Bond") on January 6, 2012, by which she is held and firmly bound unto the Town as Obligee in the sum of FORTY-TWO THOUSAND (\$42,000.00) DOLLARS LAWFUL MONEY OF THE United States, said sum having been paid to the Town of Philipstown therewith, for which payment, well and truly to be made, said principal has bound herself, her heirs, executors, administrators, successors and assigns, jointly and severally; and

WHEREAS, the Agreement and Bond was executed to secure the completion of certain improvements to a subdivision of real property located at Hudson Way, pursuant to the Planning Board having granted approval of said Subdivision by Resolution PB No. 3040, dated December 12, 2007 (the "Site Plan"); and

WHEREAS, the Code Enforcement Officer of the Town had determined that the Principal failed to complete the following improvements as required by the Site Plan, to wit: 1) Paving in accordance with approved New York State DOT road entrance permit from Route 301; 2) Paving of Hudson Way from Station 4+70 to station 9+50 as specified in the approved sub-division plat; 3) Installation of fencing around retention pond area as specified in the approved sub-division plat; and 4) Documentation from a New York State licensed engineer that all sub-division work has been completed and is in substantial compliance with the approved sub-division plat; and

WHEREAS, the Agreement and Bond provided that the Principal was to complete the improvements described in the Agreement and Bond by May 31, 2012, at which time the obligation described in the Agreement and Bond, after consent and approval of the Town of Philipstown, would become be null and void, otherwise it shall remain and be in full force and effect; and

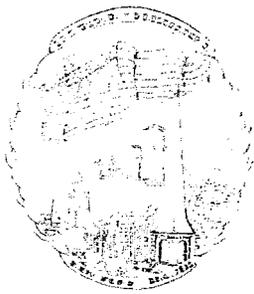
WHEREAS, by the terms of the Agreement and Bond, upon the Principal's failure to complete the aforementioned improvements, the Town may revoke the Bond and complete the work (either itself or by contract with another) and shall be reimbursed for the cost thereof directly by the bond, and for such purpose to complete or satisfactorily complete the work; consent to enter the property by the principal is hereby given;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the terms of the Bond, the Town Hereby elects to revoke the Bond and complete the work to the extent the funds in the Bond will cover the cost of completing said work, and to be reimbursed for the cost thereof directly by the Bond.

ROLL CALL VOTE

Supervisor Shea _____
Councilwoman Budney _____
Councilwoman Montgomery _____
Councilman Van Tassel _____
Councilman Merandy _____

The resolution was thereupon declared duly adopted.



Town of Philipstown

Code Enforcement Office
238 Main Street, PO Box 155
Cold Spring, NY 10516

Office (845) 265- 5202 Fax (845) 265-2687

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MONTHLY REPORT for Sept. 2013

1. Fees Collected	<u>7</u> <u>11,484.</u>
2. Total Number of Permits Issued	<u>35</u>
3. New One- or Two-family dwellings:	<u>1</u>
4. New Commercial/Industrial buildings:	<u>0</u>
5. New Hazardous (H) occupancies:	<u>0</u>
6. New Multi family occupancies:	<u>0</u>
7. Additions, alterations or repairs residential buildings	<u>11</u>
8. Additions, alterations or repairs commercial buildings:	<u>0</u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u>23</u>
10. Number of Certificates of Occupancy :	<u>35</u>
11. Number of Stop Work Orders issued:	<u>0</u>
12. Operating permits issued	<u>0</u>
13. Operating permits issued hazardous materials	<u>0</u>
14. Operating permits Hazardous processes and activities	<u>0</u>
15. Permits issued for the Use of pyrotechnic devices:	<u>0</u>
16. Inspection of public assembly :	<u>0</u>
17. Inspection of commercial occupancies	<u>0</u>
18. Inspection of buildings with 3 or more dwelling units:	<u>0</u>

Projects of Significance: _____

