

Town Board Monthly Meeting

December 6, 2012 Town Hall

7:30 p.m. – Monthly Town Board Meeting

SALUTE TO THE FLAG

APPROVAL OF MINUTES

- Weekly Town Board Meeting of September 19, 2012
- Weekly Town Board Meeting of October 31, 2012
- Public Hearing of November 1, 2012 – Chapter 112
- Monthly Town Board Meeting of November 1, 2012
- Budget Public Hearing of November 8, 2012 – CVPD & CVWD
- Budget Public Hearing of November 8, 2012 – PVAC
- Budget Public Hearing of November 8, 2012 – GVAC
- Budget Public Hearing of November 8, 2012 – General
- Continuation of Budget Hearings of November 14, 2012
- Weekly Town Board Meeting of November 14, 2012
- Public Hearing of November 20, 2012 – Chapter 90 Flooding
- Public Hearing of November 20, 2012 – Chapter 175 – Notices
- Special Meeting of November 20, 2012
- Bid Opening of November 21, 2012 – Highway Materials

COMMITTEE REPORTS

- | | | | |
|-----------|---------------|--------------------------------|-------------------|
| 1) CB | 2) Recreation | 3) Recycling | 4) Planning Board |
| 5) Zoning | 6) Highway | 7) Building & Land Acquisition | 8)GVFD |

AGENDA

1. Resolution adopting the Town of Philipstown Workplace Anti-Violence Policy.
2. Resolution authorizing Supervisor Shea to sign the contract between the Town of Philipstown and the Garrison Volunteer Fire Department for fire protection services for the year 2013.
3. Resolution authorizing Supervisor Shea to sign the contract between the Town of Philipstown and the Continental Village Volunteer Fire Department for fire protection services for the year 2013.
4. Resolution authorizing Supervisor Shea to sign the contract between the Town of Philipstown and the Cold Spring Fire Department for fire protection services for the year 2013.

5. Resolution authorizing Supervisor Shea to sign the contract between the Town of Philipstown and the Philipstown Volunteer Ambulance Corps for furnishing emergency ambulance services for the year 2013.
6. Resolution authorizing Supervisor Shea to sign the contract between the Town of Philipstown and the Garrison Volunteer Ambulance Corps for furnishing emergency ambulance services for the year 2013.
7. Resolution authorizing Supervisor Shea to sign the contract between the Town of Philipstown and David Klotzle for Wetlands Inspector for the year 2013.
8. Resolution authorizing Supervisor Shea to sign the contract between the Town of Philipstown and Thomas Rippolon for video services for the year 2013.
9. Resolution authorizing the installation of a secure front door to control access at the Claudio Marzollo Community Center
10. Schedule Workshops/Meetings.
 - Year-End Meeting - December 27, 2012
 - Re-organization - January 3, 2012
 - Monthly Town Board Meeting – January 3, 2012
11. Code Enforcement Monthly Report.
12. Award Highway Material Bids for 2013.
13. Resolution accepting the resignation of Edward W. Doyle effective December 31, 2012.
14. Resolution authorizing the Supervisor to submit a Letter of Interest to the NYS Division of Homeland Security and Emergency Services for a Multi-Jurisdiction All- Hazards Mitigation Planning Grant .
15. Resolution authorizing the Supervisor to sign the Youth Bureau grant for fiscal year 2012 and direct Town Clerk Merando to forward to Putnam County to secure monies allocated.
16. Resolution appointing Kathy Tomann as a member of the Board of Assessment Review to fill the vacancy of Peter Richter, whose term will expire September 30, 2017.
17. Resolution endorsing the application for a grant under the New York State Conservation Partnership Program for a project known as the Building on Past

Success: Putting the HHLT Land Protection Plan and Strategic Plan (2013 – 2017) into action.

18. Resolution releasing the escrow funds in the matter of Mary Ellen Finger's Planning Board application.

19. Resolution accepting the resignation of Seth Dinitz from the Philipstown Recreation Commission effective immediately and authorize Town Clerk Merando to advertise for the vacancy.

20. Mary Ellen Finger to address the Town Board regarding Escrow and Recreation Fees.

21. Any other business that may come before the Town Board.

AUDIENCE

VACANCIES

Recreation Commission (1)
CV Park District Advisory (3)
CV Water District Advisory (2)

APPROVAL OF VOUCHERS

General Highway CVPD CVWD

ADJOURNMENT

Weekly Town Board Meeting
September 19, 2012

The Town Board held their Weekly Meeting on the above date at 7:30 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
David Merandy	Councilman

AGENDA

1. Resolution scheduling a Public Hearing on the proposed Local Law to amend the Zoning Law Section 175-59 G.4., of Chapter 175 regarding Hearing and Public Notices for September 26, 2012 at 7:30 p.m.

RESOLUTION #127-2012

The following Resolution was presented by Councilwoman Montgomery, seconded by Councilwoman Budney and unanimously carried;

RESOLVED, that the Town Board hereby schedules a Public Hearing on the proposed Local Law to amend the Zoning Law Section 175-59 G.4., of Chapter 175 regarding Hearing and Public Notices for September 26, 2012 at 7:30 p.m. Nunc Pro Tunc.

There being no further business to act upon, Town Clerk Merando was excused at 7:35 p.m.

The Town Board then discussed Knollwood Lane and the new boiler at the Claudio Marzollo Community Center.

Respectfully submitted by,

Tina M. Merando
Town Clerk

Weekly Town Board Meeting
October 31, 2012

The Town Board of the Town of Philipstown held their Weekly Meeting on the above date at 7:30 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman

ABSENT:

David Merandy	Councilman
---------------	------------

AGENDA

1. Resolution urging Haldane Central and Garrison Union Free Schools to re-open in the aftermath of Hurricane Sandy.

Town Clerk Merando read the proposed Resolution into the record. Both Councilwoman Montgomery and Councilman Van Tassel agreed that the roads in Philipstown are safe for school buses to traverse.

Supervisor Shea explained that the schools were hesitant to re-open as the County had declared a State of Emergency for all of Putnam, and the attorney representing the school stated that since the County was in a State of Emergency, buses were banned from traversing the roads. It was noted that the other side of the county experienced much more damage from the storm than Philipstown.

RESOLUTION #

The following Resolution was presented by Councilman Van Tassel, seconded by Councilwoman Budney and unanimously carried;

WHEREAS, the Town of Philipstown did on Monday October 29, 2012 experienced the effects of Hurricane Sandy and;

WHEREAS, through the commitment and diligence of our Town employees, Emergency Service Providers and Highway Department both prior to and during Hurricane Sandy, the Town has weathered the storm and;

WHEREAS, in consulting with emergency service providers and The Philipstown Highway Superintendent, the Town Board of The Town of Philipstown has determined that the roads in the Haldane and Garrison School District are safe for travel by all vehicles including School Buses and Emergency Service Vehicles.

Weekly Town Board Meeting
October 31, 2012

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Philipstown declares the Town safe for travel and urges Haldane and Garrison School to reopen for classes as soon as possible.

There being no further business to discuss, Councilwoman Montgomery made a motion, seconded by Councilwoman Budney to close the Weekly Town Board Meeting at 7:55 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

Public Hearing – November 1, 2012
Chapter 112, Section 112-15

The Town Board of the Town of Philipstown conducted a Public Hearing on the above date at 7:15 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York. The Public Hearing was held to hear comments for/against a Proposed Local Law to Amend Town Code, Chapter 112, Land Development, Section 112-15, Final Plat Endorsement and Filing, Paragraph A, Expiration of Final Approval, to permit multiple extensions of time to obtain final subdivision approval.

PRESENT

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Edward W. Doyle	Town Attorney

ABSENT David Merandy Councilman

Town Clerk, Tina Merando, read the Public Notice.

Councilman Shea asked Town Attorney Doyle if he would like to comment.

Town Attorney Doyle explained that up until now, New York State law has said that if the Planning Board wants to extend the final approval, they could only do it after the initial approval of 180 days it expired and it could only be done for two (2) 90-day periods. Attorney Doyle added that limitation has been removed from State law, so this amendment has been drafted to bring the Town of Philipstown's code into sync with State law, which would allow multiple extensions, not just limit to two (2) 90-day extensions. It gives the Planning Board the flexibility to do so.

Supervisor Shea asked Town Attorney Doyle if this was in the Town's code prior to this amendment. Town Attorney Doyle responded that it was and read the existing code. Supervisor Shea then responded that this then has little to do with the overall plat approval – that once you have your approval for a subdivision, it used to be people would come in, get their subdivision approval, go away and just keep renewing – that this does not impact that. Town Attorney Doyle stated that before, an applicant could only renew it twice, and very often final plat approval would be conditional upon a number of things that would have to be done. Attorney Doyle added that it was often difficult for applicants to get things done within that period of time.

Supervisor Shea responded that now the Planning Board may but they don't have to take any action. Town Attorney Doyle responded affirmatively. Supervisor Shea went on to discuss how an applicant didn't necessarily have to renew and how this could be an issue – people having approval and nothing done for years after which time it became an issue when the new zoning went into effect.

Public Hearing – November 1, 2012
Chapter 112, Section 112-15

Supervisor Shea then asked for comments from the public. There being no comments from the public, Councilwoman Montgomery made a motion, seconded by Councilman Van Tassel, to close the Public Hearing at 7:20 p.m.

Respectfully submitted by,

Joan B. Clauss
Deputy Town Clerk

Monthly Town Board Meeting
November 1, 2012

The Town Board of the Town of Philipstown held their Monthly Meeting on the above date at 7:30 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Edward W. Doyle	Town Attorney

ABSENT: David Merandy Councilwoman

Supervisor Shea opened the meeting with a Salute to the Flag.

REVIEW OF MINUTES

The Minutes of the Bid Opening of August 20, 2012, Indian Brook Road East Bank Stabilization Project, were reviewed.

Councilwoman Budney made a motion, seconded by Councilman Van Tassel, and unanimously carried that the Minutes of the Bid Opening of August 20, 2012, Indian Brook Road East Bank Stabilization Project, are hereby approved as presented.

The Minutes of the Public Hearing of September 26, 2012, Local Law to Amend the Code of the Town of Philipstown, Chapter 175-59G.4 of Chapter 175, Hearing and Public Notice, were reviewed.

Councilman Van Tassel made a motion, seconded by Councilwoman Budney, and unanimously carried that the Minutes of Public Hearing of September 26, 2012, Local Law to Amend the Code of the Town of Philipstown, Chapter 175-59G.4 of Chapter 175, Hearing and Public Notice, are hereby approved as presented.

The Minutes of the Weekly Town Board Meeting of September 26, 2012, were reviewed.

Councilman Van Tassel, made a motion, seconded by Councilwoman Budney, and unanimously carried that the Minutes of the Weekly Town Board Meeting of September 26, 2012, are hereby approved as presented.

The Minutes of the Monthly Town Board Meeting of October 4, 2012, were reviewed.

Councilwoman Montgomery made a motion, seconded by Councilwoman Budney, and unanimously carried that the Minutes of the Monthly Town Board Meeting of October 4, 2012, are hereby approved as presented.

Monthly Town Board Meeting
November 1, 2012

The Minutes of the Bid Opening of October 17, 2012, for the purchase of a used truck mounted Jet/Vac for the Highway Department, were reviewed.

Councilwoman Budney made a motion, seconded by Councilwoman Montgomery, and unanimously carried that the Minutes of the Bid Opening of October 17, 2012, for the purchase of a used truck mounted Jet/Vac for the Highway Department, are hereby approved as presented.

COMMITTEE REPORTS

CB – Councilwoman Montgomery reported that the Conservation Board did not meet in October and that admission dates were extended due to Hurricane Sandy.

RECREATION – Councilman Van Tassel reported that the Recreation Commission did not meet due to Hurricane Sandy and no date has been scheduled for the next meeting.

RECYCLING – NO REPORT

PLANNING BOARD – Councilwoman Montgomery reported on the items covered at the October 18th meeting. A Public Hearing was held on SNK Farms, Inc., for a minor site plan amendment and special permit application for 3188 Route 9, Cold Spring and submission of revised and additional materials. The following applications were submitted: Cold Spring Fuel Corp., for a minor site plan amendment to allow installation of an 18,000-gallon propane tank at 3524 Route 9, Cold Spring; E. Polhemus Enterprises, LLC, site plan approval for Horseman's Trail, Cold Spring; Viletto Vaughn Hammond Corporation, request for second one-year extension of site plan approval for Route 9, Cold Spring, and The New Friary at Graymoor, a new submission for special use permit and site plan. Referrals to amend Chapter 175, Zoning Law Sections 175-59G.4 and 175-62 F (2) of the Code of the Town of Philipstown regarding Notice and Hearing, and referral of Local Law to amend Chapter 112, Land Development, Section 112-15, Final Plat Endorsement and Filing, Paragraph A, Expiration of Final Approval, to permit multiple extensions of time to obtain final subdivision approval. Next meeting scheduled for November 15, 2012.

ZONING – Councilman Van Tassel reported that he did not attend the October 15th meeting, but did receive a report. An application was received from James Gleick of 200 Long and Winding Road in Garrison, who is applying to install an 140' wind turbine on his property. This is to be discussed at the November 12th meeting. A public hearing was held on the appeal of Lausca LLC of 3166 Route 9, on a Notice of Violation dated 12/9/2011, which was issued by Code Enforcement Office Kevin Donohue, citing that no barrier was shown on the March 24, 2010 Planning Board approved Site Plan and must now be removed. The applicant was referred to the Planning Board, which completed their review and applicant is now ready to move forward with the ZBA. Next meeting is scheduled for November 12th.

HIGHWAY – Councilwoman Budney read the October monthly report submitted by Highway Superintendent Roger Chirico. The report is on file in the Town Clerk's Office for anyone wishing to review.

BUILDING & LAND ACQUISITION – Supervisor Shea reported that a few meetings had been held with the Veterans of Foreign Wars to discuss the renovation of the American Legion Hall and the Dahlia House. He added that he had a brief conversation with the former Post Commander, Terry Lahey, on how things were progressing. Supervisor Shea stated that he has called, e-mailed and sent letters to Putnam County, and anticipates that the Town Board would be sitting down with the County and the Veterans and work towards the multi-use of the property. Councilman Van Tassel suggested scheduling a workshop to layout plans. Supervisor Shea agreed but wanted to have more information flushed out before doing so. Councilwoman Montgomery stated that she was sure that the Nelsonville Village Office had an approved site plan for the property and would try to locate a copy.

GARRISON VOLUNTEER FIRE DEPARTMENT – Jamie Copeland reported the activity for the month of October.

BUTTERFIELD LIBRARY - Councilwoman Budney reported that Butterfield Library and Desmond-Fish Library would be partnering to pen a bi-weekly column for the PCNR. This column will outline the many opportunities and services available to everyone through their local library. Other events occurring or planned are: The Putnam County Reads Program, which is sharing books with friends, (this program will include all 8 libraries across Putnam County); Hosting of Focus Groups to help map the future of the library. Meetings are scheduled for November 17 and December 1st, at 10:00 a.m. Councilwoman Budney stated that the Library offers museum passes to Philipstown residents. Anyone interested should contact the Library or visit butterfieldlibrary.org. Also, if anyone has an e-reader and is interested in borrowing books, they can contact the Library.

TOWN OF PHILIPSTOWN

MONTHLY REPORT OF TOWN SUPERVISOR

MONIES RECEIVED AS OF November 8, 2012

GENERAL & PART-TOWN FUNDS

Justice Fees – 9/12	\$ 6,164.80
Recreation Community Recycling	60.30
Justice Fees – 9/12	6,430.00
AW Scrap	571.00
Town Clerk Fees – 9/12	624.34
Town Clerk Fees – Dogs – 9/12	283.50
Recreation Fees – 9/12	55,954.70
Building Fees – 9/12	9,027.00
Building Fees – 10/12	19,125.00
Justice Fees – 10/12	7,615.00

HIGHWAY FUND

Putnam County Sheriff's – Gas/OFA	\$ 3,617.38
Argonaut Insurance – Jeep Damage	1,284.70
NYS FEMA	15,328.18
General Fund Bldg/Recreation – Gas	682.75
Bank Interest	238.45

CONTINENTAL VILLAGE PARK DISTRICT

Clubhouse Fees	\$ 525.00
Bank Interest	542.58
Water Collection	11,440.00

AGENDA

1. Resolution adopting Local Law

- **SEQRA/Negative Declaration**
- **Adopt Local Law**

RESOLUTION #139-2012

The following Resolution was presented by Councilwoman Budney, seconded by Councilwoman Montgomery, and unanimously carried;

WHEREAS, the Town of Philipstown has reviewed the proposed Local Law to amend Town Code Chapter 112, "Land Development," Section 112-15, "Final Plat Endorsement and Filing," Paragraph "A," "Expiration of Final Approval," to permit multiple extensions of time to obtain final subdivision approval.

NOW, THEREFORE, BE IT RESOLVED, that this action is a Type 11 Action, as defined under NYCRR Part 617.13d, which is an action or class of actions which have been classified by the State of New York to not have a significant effect on the environment and thus do not require environmental impact statements or other determination or procedures under Part 617 of the Environmental Conservation Law.

Adopt Local Law

RESOLUTION #140-2012

The following Resolution was presented by Councilwoman Budney and seconded by Councilman Van Tassel.

WHEREAS, the Town Board of the Town of Philipstown hereby adopts Local Law #1, Chapter 112, to Amend Land Development Regulations Sections 112-15, Final Plat Endorsement and Filing, Paragraph A, Expiration of Final Approval, to permit multiple extensions of time to obtain final subdivision approval.

ROLL CALL VOTE

Nancy Montgomery	AYE
Betty Budney	AYE
John Van Tassel	AYE
Richard Shea	AYE

Resolution unanimously passed.

2. Resolution awarding the bid for a used truck mounted Jet/Vac to Riverview Industries in the amount of \$40,000, sole bidder.

RESOLUTION #141-2012

The following Resolution was presented by Councilwoman Budney, seconded by Councilman Van Tassel, and unanimously carried;

RESOLVED, that the Town Board of the Town of Philipstown, hereby awards the bid in the amount of \$40,000 for a used truck mounted Jet/Vac to Riverview Industries.

3. Schedule Workshops/Meetings.

- **Adopt Final 2013 Budget (suggested date: November 20, 2012)**

Supervisor Shea stated that November 20, 2012, was the date for adopting the final budget even though receipt of some budgets was lacking.

- **Schedule Public Hearing – Local Law Chapter 90 – Flooding**
(To be discussed at November 7th workshop – 7:30 p.m.)

Supervisor Shea questioned when there would be time to schedule this Public Hearing. Town Clerk Merando stated that there was a deadline mandated by the State to get this done, but said deadline wasn't until February 1st, 2013. Town Attorney Doyle stated that he received a copy of a letter that Code Enforcement Officer, Kevin Donohue, received today from the DEC that contains a series of comments. Town Attorney Doyle suggested that a Public Hearing not be scheduled tonight in order to give him an opportunity to discuss with CEO Donohue, who may want to speak with the DEC and possibly by next Wednesday (11/7/12), any revisions needed, could be incorporated.

- **Schedule Public Hearing – Local Law Chapter 175 – Notices**
- **Conservation Board Fee Schedule**

Monthly Town Board Meeting
November 1, 2012

Councilwoman Montgomery mentioned an e-mail received from Director of Parks & Recreation, Amber Stickle, requesting that the Claudio Marzollo Community Center be allowed to open on Election Day, November 6, 2012, due to the circumstances of Hurricane Sandy.

RESOLUTION #142-2012

The following Resolution was presented by Councilwoman Montgomery, seconded by Councilman Van Tassel and unanimously carried;

WHEREAS, the Town Board hereby approves Director of Recreation and Parks, Amber Stickle's request to remain open on a Town holiday, November 6, 2012, Election Day, for a one-time-only event.

Supervisor Shea asked for a motion to schedule a meeting to adopt the final budget on November 20, 2012.

RESOLUTION #143-2012

The following Resolution was presented by Councilwoman Budney, seconded by Councilman Van Tassel, and unanimously carried;

RESOLVED, that the Town Board of the Town of Philipstown, hereby authorizes the Town Clerk to schedule a meeting on Tuesday, November 20, 2012, at 7:30 p.m., to adopt the Final 2013 Budget.

Supervisor Shea asked for a motion to schedule a Public Hearing for Local Law, Chapter 175, on Tuesday, November 20, 2012, at 7:15 p.m.

RESOLUTION #144-2012

The following Resolution was presented by Councilwoman Montgomery, seconded by Councilwoman Budney, and unanimously carried;

RESOLVED, that the Town Board of the Town of Philipstown, hereby authorizes the Town Clerk to schedule a Public Hearing on Tuesday, November 20, 2012, at 7:15 p.m., to adopt Local Law, Chapter 175.

4. Any other business that may come before the Town Board

Supervisor Shea gave an update on the status of Hurricane Sandy and stated that there were still a lot of people without power – approximately 700 people. He added that restoration should be completed by the weekend.

Town Clerk Merando brought up the question of waiving of building permit fees. Supervisor Shea responded that the Town would like to pass a resolution waiving the building permit fees for Philipstown residents who are in need of repairs or assistance as a result of Hurricane Sandy. This would include anchoring fuel tanks, oil tanks and propane tanks.

Monthly Town Board Meeting
November 1, 2012

RESOLUTION #145-2012

The following Resolution was presented by Councilman Van Tassel, seconded by Councilwoman Budney, and unanimously carried;

RESOLVED, that the Town Board of the Town of Philipstown, hereby waives the fees for building permits for residents who incurred damages due to the effects of Hurricane Sandy; and

WHEREAS, this resolution becomes effective October 29, 2012.

AUDIENCE

Local resident, Liz Armstrong, asked Supervisor Shea to explain about what was involved with the flooding law. Supervisor Shea responded that there was a lot of changes with the flood plain map and flood laws that Code Enforcement Officer, Kevin Donohue, has taken an initiative on, plus there were things being passed down from New York State that were probably being driven by the large scale changes in the nature of the storms that we are experiencing. Supervisor Shea added that NY State wants to make sure they are addressing the concerns and public safety issues that are involved with these storms, which will have an impact as to where and how we build around Philipstown and where things are placed. Supervisor Shea asked Town Attorney Doyle if he had any comments. Town Attorney Doyle responded that FEMA has updated their flood insurance maps and that the Town has to update their law to incorporate the new language and the new maps. If this is not done, the citizens would no longer be able to purchase flood insurance.

Supervisor Shea suggested Ms. Armstrong speak with the Code Enforcement Officer if she had more specific questions, as he was well versed in all the flood issues and laws.

Supervisor Shea informed Garrison resident, Andy Chmar that he had met with the DEC representative regarding the Walmer Lane Bridge removal as well as the Continental Village walking pedestrian bridge. Supervisor Shea added that both permits were issued as well as a letter of consent from the Walmer Bridge property owners.

VACANCIES

CV Park District Advisory Committee (3)
CV Water District Advisory Committee (2)

APPROVAL OF VOUCHERS

Councilman Van Tassel made a motion, seconded by Councilwoman Budney and unanimously carried that the General Vouchers in the amount of \$118,436.39 are hereby approved as set forth in Abstracts 10A & 11.

Councilwoman Budney made a motion, seconded by Councilwoman Montgomery and unanimously carried that the Highway Vouchers in the amount of \$103,703.11 are hereby approved as set forth in Abstracts 10A & 11.

Monthly Town Board Meeting
November 1, 2012

Councilman Van Tassel made a motion, seconded by Councilwoman Budney and unanimously carried that the CV Park District Vouchers in the amount of \$1,910.08 are hereby approved as set forth in Abstracts 10A & 11.

Councilwoman Montgomery make a motion, seconded by Councilwoman Budney and unanimously carried that the CV Water District Vouchers in the amount of \$5,103.20 are hereby approved as presented in Abstracts 10A & 11.

There being no further business to discuss, Councilwoman Montgomery made a motion, seconded by Councilwoman Budney to close the Town Board Monthly Meeting at 8:30 p.m.

Respectfully submitted by,

Joan B. Clauss
Deputy Town Clerk

Public Hearing – Preliminary Budget for
Continental Village Park and Water Districts
November 8, 2012

The Town Board held a Public Hearing on the above date at 7:30 and 7:35 p.m. respectively for the purpose of hearing any one person in favor or against the Preliminary Budget for the Continental Village Park District and the Continental Village Water District as compiled for or against any item therein contained.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Dave Merandy	Councilman
Edward W. Doyle	Town Attorney

Town Clerk Merando read the Public Notice.

Michael Phalen, Superintendent of the CV Park District reviewed the proposed budget for fiscal year 2013. It was noted that the footbridge would be removed and a new one installed.

There being no comments from the audience, Councilwoman Montgomery made a motion, seconded by Councilwoman Budney and unanimously carried to close the Public Hearing at 7:40 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

Public Hearing – Preliminary Budget for
Continental Village Park and Water Districts
November 8, 2012

The Town Board held a Public Hearing on the above date at 7:30 and 7:35 p.m. respectively for the purpose of hearing any one person in favor or against the Preliminary Budget for the Continental Village Park District and the Continental Village Water District as compiled for or against any item therein contained.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Dave Merandy	Councilman
Edward W. Doyle	Town Attorney

Town Clerk Merando read the Public Notice.

Ralph Bassignani, Superintendent of the CV Water District reviewed the proposed budget for fiscal year 2013. He pointed out that he is seeking funding for the future, as the New York City Water Shed will be shutting down for repairs and Cortlandt would be supplying water at a much higher rate.

There being no comments from the audience, Councilwoman Montgomery made a motion, seconded by Councilwoman Budney and unanimously carried to close the Public Hearing at 7:47 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

Public Hearing – Preliminary Budget for
Philipstown Ambulance Corp.
November 8, 2012

The Town Board held a Public Hearing on the above date at 7:48 p.m. for the purpose of hearing any one person in favor or against the Preliminary Budget for the Philipstown Volunteer Ambulance Corp as compiled for or against any item therein contained.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Dave Merandy	Councilman
Edward W. Doyle	Town Attorney

Town Clerk Merando read the Public Notice.

Chris Tobin, representing the Ambulance Corp reviewed the proposed budget for fiscal year 2013. He noted for the record that the Corp has responded to over 400 calls this past year.

There being no comments from the audience, Councilwoman Budney made a motion, seconded by Councilman Merandy and unanimously carried to close the Public Hearing at 7:52 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

Public Hearing – Preliminary Budget for
Garrison Volunteer Ambulance Squad
November 8, 2012

The Town Board held a Public Hearing on the above date at 7:53 p.m. for the purpose of hearing any one person in favor or against the Preliminary Budget for the Garrison Volunteer Ambulance Squad as compiled for or against any item therein contained.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Dave Merandy	Councilman
Edward W. Doyle	Town Attorney

Town Clerk Merando read the Public Notice.

Supervisor Shea reviewed the proposed budget for fiscal year 2013, it was noted that the Ambulance Squad was also under the 2% cap.

There being no comments from the audience, Councilman Van Tassel made a motion, seconded by Councilwoman Budney and unanimously carried to close the Public Hearing at 7:55 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

Public Hearing – Preliminary Budget for Cold Spring Fire Department, Garrison Volunteer Fire Department, Continental Village Fire Department and the General Budget.

November 8, 2012

The Town Board held a Public Hearing on the above date at 7:56 p.m. for the purpose of hearing any one person in favor or against the Preliminary Budget for the Cold Spring Fire Department, Garrison Volunteer Fire Department, Continental Village Fire Department and the General Budget as compiled for or against any item therein contained.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Dave Merandy	Councilman
Edward W. Doyle	Town Attorney

Town Clerk Merando read the Public Notices for the Cold Spring Fire Department, Garrison Volunteer Fire Department, Continental Village Fire Department and the General Budget.

Mindy Crashman, representative from the Putnam County Historical Society gave a lengthy plea for additional funding. Supervisor Shea responded saying that in all probability additional funding will not be available.

Supervisor Shea then reviewed the proposed budgets. There were some questions with regard to the Garrison Fire Company budget and whether or not they had re-financed the first and second mortgage.

Supervisor Shea continued to review the budgets, stressing that the town would remain under the 2% cap. He briefly went over the Highway Budget and noted that paving of certain dirt road are being planned for 2013. Noting that the cost and damage the dirt road experienced during the last two 100 year storms justify this decision.

Councilman Van Tassel made a motion, seconded by Councilman Merante to keep the Public Hearing open and continue the hearings on November 14, 2012 at 7:30 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

Continuation of Budget Public Hearings
November 14, 2012

The Town Board continued the Budget Public Hearings at 7:30 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Dave Merandy	Councilman

Supervisor Shea stated that the Town Board held the hearing open to give Garrison Volunteer Fire Department the opportunity to present the highlights of their proposed budget. Supervisor Shea asked whether or not the department would have the funds needed for communications? He was assured that the department would be able to improve the portables this year.

Supervisor Shea noted that at the last meeting, it was noted that the Town Board had very productive meetings with the fire department. The only question that was raised on the 8th was whether or not the Department refinanced the first and second mortgages while rates were favorable. Jamie Copeland stated that the Fire Department did re-finance, he will have the treasurer forward the details to the Supervisor's Office.

Supervisor Shea stated that the fire department has stayed within the 2% cap and appreciates the work that went into the process.

Supervisor Shea noted that the proceeds from the sale of the truck would help to fund the radios and the potential repairs to the tanker. Bob Rimm stated that he is in negotiations with Croton with regard to their tanker, however, due to the storm, there have been delays in the talks. There was a brief discussion with regard to false alarms and the possibility of increasing fines.

Councilman Merandy then addressed the line item for the grant writer in the amount of \$10,000 that he is against rolling into the Town Clerk's salary. Supervisor Shea stated that the line would remain the same, as Town Clerk Merando would continue to do the groundwork on any grants written. Supervisor Shea stated that another line item would be created for hiring an outside grant writer. Councilman Merandy stated that he doesn't have any problem with Town Clerk Merando doing the grants, however, he hasn't seen any grants coming in, and is unsure how much effort is going into it for that amount of money.

Town Clerk Merando explained that she has been the grant writer since 2007, at which time she received \$5,000 per year for both 2007 and 2008. Prior to that time frame, the Town's Grant Writer received \$10,000 and didn't secure one grant. The increase came in 2009 and since has secured grants totaling \$851,050.00 for the Town of Philipstown. Councilman Merandy asked how many grants were written in 2012. Town Clerk Merando explained that last year she followed up with getting the monies for the fire study, securing the grant we have now, which included changes and extension requests. She pointed out that this is a lot of work, as it doesn't matter whether a grant is for \$1,000 or \$100,000 – the work is the same.

Councilwoman Montgomery stated that she is aware of the work involved in grant writing. She went on to say that she knows that Amber has spent many hours on the grants obtained for the recreation work. Councilwoman Montgomery assumed that Suzanne and Amber did the work for the new road at the Recreation Department. It was clearly noted for the record by Supervisor Shea and Town Clerk Merando that that work was not done by them. Councilwoman Montgomery said that there is a lack of clarity for the Town Board, and asked whether or not there was a job description when that position was created. The answer was no. Councilwoman Montgomery suggested that a job description be created, as this is not an elected position but rather an employment issue. Councilman Van Tassel then suggested that Town Clerk Merando keep a log of activity to justify this line item. Councilman Van Tassel agreed that whether or not there is a contracted grant writer, the Town Clerk would continue to do a lot of the work. Councilwoman Montgomery added that the grant writer position is a common position in any municipality, so she believes that a job description could easily be obtained. Councilwoman Montgomery will contact the County to get samples of the job description, stating that some of those jobs are competitive or provisional class. Councilwoman Montgomery once again stressed that it is the lack of clarity for the amount of \$10,000.

Once again, Councilwoman Montgomery stated that she knows that Amber spends a lot of time writing grants for the Recreation Department. Town Clerk Merando responded saying that Amber does not write the grants. Even after clarification, Councilwoman Montgomery insisted that she believes Amber spends a lot of time working on grants. She then questioned the Town Clerk as to how much involvement does Amber have when grants are being prepared. Town Clerk Merando responded saying that there is little involvement, i.e., receiving documentation needed for the proposal, etc.

There being no further comments from the audience, Councilman Van Tassel made a motion, seconded by Councilwoman Budney and unanimously carried to close the Public Hearing at 7:55 p.m.

Respectfully submitted by,

Tina M. Merando, Town Clerk

Weekly Town Board Meeting
November 14, 2012

The Town Board of the Town of Philipstown held their Weekly Workshop on the above date at 7:55 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Dave Merandy	Councilman

AGENDA

1. Discussion with regard to the Fee Schedule.

Supervisor Shea stated that he is prepared to move forward on changing the fee schedule that sets the fees for a Conservation Board Referral. He did however; ask the members of the board to review the entire fee schedule and make notes on items that they may feel are not in line with the Town Board's objective. The Town Board is encouraging applicants to do this, so we don't want to charge extensive fees. Noting that applicants have escrows and any extensive research would be charged against the escrow.

RESOLUTION

The following Resolution was presented by Councilwoman Montgomery, seconded by Councilwoman Budney and unanimously carried;

RESOLVED, that the Town Board hereby revises the Fee Schedule for the Town of Philipstown adopted on February 2, 2012 to eliminate the \$300.00 fee for the Conservation Board Referral (page 22, item #9) effective immediately.

Supervisor Shea stated that there is a vacancy on the Board of Assessment Review and a resume was received today from Kathy Tomann who is interested in filling that vacancy. He asked the Town Board to review and be prepared to appoint someone to that vacancy at the December meeting.

Supervisor Shea continued discussions on the proposed budget:

He stated that he wanted to add a grant writer position to the budget and fund that for \$1,000 for 2013. Councilwoman Montgomery commented saying that she is in favor of hiring an outside grant writer, but more importantly she would like to see funding for emergency preparedness. Councilman Van Tassel agreed but pointed out that the Supervisor has stated that there are some funds available for purchasing inflatable mattress', blankets, etc. Councilman Van Tassel also reported that there have been meetings with regard to certain

Weekly Town Board Meeting
November 14, 2012

purchases that are necessary, such a thumb drive which would enable any emergency worker to access information. Councilman Van Tassel also wanted to see funding for preventative maintenance on the generator, which will be included as per Supervisor Shea. Councilwoman Montgomery stated that all the bills for the generator have come out of the recreation budget. Councilman Van Tassel explained that he submitted all the bills to the Supervisor's Office and were charged against buildings.

Councilwoman Montgomery again stated that her priority is emergency preparedness and technology. She went on to say that equipment is needed for the municipal channel. Town Clerk Merando stated that Cablevision should provide the needed equipment.

Councilwoman Montgomery then asked the Town Clerk if technology gets billed into the clerk's budget. Town Clerk Merando responded saying that anything for town clerk is under that line, same as tax collection. The website however, is charged to buildings as it encompasses all the departments. Councilwoman Montgomery stated she had talked to the Mayor of Cold Spring with regard to their Virtual Town Hall Program. She would love to see the town utilize New York Alert, however, it is very costly.

Supervisor Shea stated that an increase of \$1,000 has been added to the Fish Library line. He pointed out that during these past storms, there has been an increase in their up times, with resident using resources that are available. They also experienced a \$7,000 loss due to this Hurricane Sandy.

Supervisor Shea stated that each employee would be receiving a \$1,000 increase for 2013. The department heads for the Highway and Recreation Department would be seeing an increase of \$1,250.00. Supervisor Shea added that he would like to give the Highway Superintendent a bonus at some point, because the last two years he has surpassed the work expected of him. Maureen Etta will be taking over the Safety Coordinator position for an additional \$2,000.00 stipend.

Supervisor Shea stated that as of now, the Town would be \$90k under the 2% cap. He reviewed the tax rates for the A and B funds. The town may see the insurance rate decrease before the budget is finalized.

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilwoman Budney to close the Weekly Meeting at 8:30 p.m.

Respectfully submitted by,

Tina M. Merando, Town Clerk

Public Hearing – Chapter 90 – Flooding
November 20, 2012

The Town Board of the Town of Philipstown held a Public Hearing on the above date at 7:00 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York for the purpose of hearing comments for/against the Proposed Local Law to amend the Code of the Town of Philipstown deleting and repealing Chapter 90 thereof, Flood Damage Prevention, and replacing it with a new Chapter 90, to be entitled Flood Damage Prevention.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
Edward W. Doyle	Town Attorney

ABSENT:

John Van Tassel	Councilman
Dave Merandy	Councilman (Arrived at 7:20 pm)

Town Clerk Merando read the Public Notice.

Kevin Donohue, Code Enforcement Office stated that the Law before the Town Board is a model law from FEMA distributed by New York State. The reason for it is that in order purchase flood insurance at a subsidized rate, the Federal Government requires the town to pass a minimum standard. The standard that is before us now is the same standard that is passed throughout the nation. There are a few differences with what we have now from the ones adopted in the 1980's. He went on to say that the changes are the maps along with a new flood study. His review of the maps showed that around Barrett Pond there is a reduction of about fifty acres that are no longer in the flood plain. His review of Clove Creek, where the two bridges were taken out, is very accurate, showing that what we saw in the field is what is on the maps. Generally speaking, he noted that the new maps are accurate, as he has traversed the community.

The construction regulations remain the same, however, the largest changes are that of administration of the new law, for example, permitting, inspections and how to deal with violations. He added that if the town doesn't adopt this law, the residents would not be able to buy flood insurance through the National Insurance Program. The maps will take effect in March of 2013. If anyone is interested in viewing the maps, there is a website that contain all the maps. The website address is www.firmette.com

Kevin Donohue then explained the flood plain in relation to insurance cost, stating that depending on the level of the first floor; insurance costs could go an annual cost of \$4,000 to \$800. He also stated that there are ways to mitigate the cost by hiring a surveyor, which is a cost, but in the long run pays for it.

Public Hearing – Chapter 90 – Flooding
November 20, 2012

There being no further comments from the audience, Councilwoman
Montgomery made a motion, seconded by Councilman Merandy to close the
Public Hearing at 7:32 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

Public Hearing-Local Law-Chapter 175-59G4 & 175-62F (2)
November 20, 2012

The Town Board of the Town of Philipstown held a Public Hearing on the above date at 7:34 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York for the purposes of hearing comments for/against the Proposed Local Law to amend the Code of the Town of Philipstown Chapter 175-59G4 and Chapter 175-62F(2) regarding Hearing and Public Notices.

PRESENT:	Richard Shea	Supervisor
	Betty Budney	Councilwoman
	Nancy Montgomery	Councilwoman
	Dave Merandy	Councilman

ABSENT:	John Van Tassel	Councilman
---------	-----------------	------------

Town Clerk Merando read the Public Notice.

Supervisor Shea reminded everyone that the Town did hold a Public Hearing on this subject a few weeks back and based on comments from the public the proposed law was revised to include Chapter 175-62F (2). This law involves how we notice adjacent property owners of public hearings, notices and agendas.

Town Attorney Doyle reported that this law now includes language that adjoining owners are taken as shown on the most recently adopted Tax Assessment Roll.

There being no further comments from the audience, Councilwoman Budney, seconded by Councilwoman Montgomery and unanimously carried that the Public Hearing is hereby closed at 7:38 p.m,

Respectfully submitted by,

Tina M. Merando
Town Clerk

Special Town Board Meeting
November 20, 2012

The Town Board of the Town of Philipstown held their Weekly Meeting on the above date at 7:40 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
Dave Merandy	Councilman
Edward W. Doyle	Town Attorney

ABSENT	John Van Tassel	Councilman
---------------	-----------------	------------

AGENDA

1. Resolution adopting Local Law to amend the Code of the Town of Philipstown by deleting and repealing Chapter 90 thereof, Flood Damage Prevention, and replacing it with a new Chapter 90, to be entitled Flood Damage Prevention.

SEQRA / Negative Declaration

RESOLUTION #

The following Resolution was presented by Councilwoman Budney, and seconded by Councilman Merandy and unanimously carried;

WHEREAS, the Town of Philipstown has reviewed the proposed Local Law to amend the Code of the Town of Philipstown by deleting and repealing Chapter 90 thereof, Flood Damage Prevention and replacing it with a new Chapter 90, to be entitled Flood Damage Prevention;

NOW, THEREFORE, BE IT RESOLVED, that this action is a Type II Action, as defined under NYCRR Part 617.13d, which is an action or class of actions which have been classified by the State of New York to not have a significant effect on the environment and thus do not require environmental impact statements or other determination or procedures under Part 617 of the Environmental Conservation Law.

Adopt Local Law

RESOLUTION

The following Resolution was presented by Councilwoman Budney, seconded by Councilman Merandy;

Special Town Board Meeting
November 20, 2012

RESOLVED that the Town Board hereby adopts the Local Law amending the Code of the Town of Philipstown by deleting and repealing Chapter 90 thereof, Flood Damage Prevention, and replacing it with a new Chapter 90, to be entitled Flood Damage.

ROLL CALL VOTE

Supervisor Shea	AYE
Councilwoman Budney	AYE
Councilwoman Montgomery	AYE
Councilman Van Tassel	ABSENT
Councilman Merandy	AYE

Resolution unanimously passed.

2. Resolutions adopting Local Law amending the Town Code of the Town of Philipstown Chapter 175-59G.4 and Chapter 175-62F (2) regarding Hearing and Public Notices.

SEQRA / Negative Declaration

RESOLUTION #

The following Resolution was presented by Councilwoman Budney, and seconded by Councilman Merandy and unanimously carried;

WHEREAS, the Town of Philipstown has reviewed the proposed Local Law to amend the Zoning Law Sections 175-59 G.4. and 175-62F (2) Code of the Town of Philipstown regarding Hearing and Public Notice;

NOW, THEREFORE, BE IT RESOLVED, that this action is a Type II Action, as defined under NYCRR Part 617.13d, which is an action or class of actions which have been classified by the State of New York to not have a significant effect on the environment and thus do not require environmental impact statements or other determination or procedures under Part 617 of the Environmental Conservation Law.

Adopt Local Law

RESOLUTION

The following Resolution was presented by Councilwoman Budney, seconded by Councilman Merandy;

RESOLVED, that the Town Board hereby adopts the Local Law amending the Town Code of the Town of Philipstown Chapter 175-59G.4 and Chapter 175-62F (2) regarding Hearing and Public Notices.

Special Town Board Meeting
November 20, 2012

ROLL CALL VOTE

Supervisor Shea	AYE
Councilwoman Budney	AYE
Councilwoman Montgomery	AYE
Councilman Van Tassel	ABSENT
Councilman Merandy	AYE

Resolution unanimously passed.

3. Adopt Final Budget for fiscal year 2013.

Supervisor Shea stated that the town is well under the 2% cap, which is based solely on the levy. He pointed out that the town's revenue has decreased throughout each category. Also, the mortgage tax decreased, even though last year the town dropped that amount by \$15,000, the town still didn't reach that goal.

Supervisor Shea stated that the Highway Department submitted a 2 and 5 year plan last year, which is outside the regular budget. Based on the plan, the town is now looking at approximately \$800,000 outside the regular budget and the improvements would be bonded. There was a brief discussion on the FEMA work that the town is continuing.

He briefly reviewed the EMS and Fire Departments, noting that they have all stayed below the 2% cap. Supervisor Shea completed the review of items on the proposed budget.

RESOLUTION

The following Resolution was presented by Councilwoman Montgomery, seconded by Councilwoman Budney;

RESOLVED, that the Town Board hereby adopts the Final Budget for fiscal year 2013.

ROLL CALL VOTE

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

Resolution unanimously passed.

Special Town Board Meeting
November 20, 2012

4. Resolution waiving the building permit fee for the Garrison Volunteer Fire co. to install a bathroom

RESOLUTION

The following Resolution was presented by Councilwoman Budney, seconded by Councilwoman Montgomery and unanimously carried;

RESOLVED, that the Town Board hereby waives the fees associated with a building permit for the Garrison Volunteer Fire Company to install a bathroom at their facility.

There being no further business to discuss, Councilwoman Budney made a motion, seconded by Councilwoman Montgomery and unanimously carried that the Weekly Meeting be closed at 8:23 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

BID OPENING

November 21, 2012

The Town Clerk's Office held a Bid Opening on the above date at 2:00 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York, for the Installation of Guide Rail and Furnishing of Guide Rail Material.

The following bids were submitted:

Expanded Supply Products
Chemung Supply Corp.

Copies of proposals attached.

Respectfully submitted,

Joan B. Clauss
Deputy Town Clerk

Attachments (2)

SPECIFICATIONS AND BIDDING PROPOSAL
START DATE - JANUARY 1, 2013

All material to conform with Town of Philipstown Code and NYS Dept. of Transportation Specifications Section 606 and Standard Specification Sheet 606.6 12 Gauge & 6063RI 12 Gauge. **GALVANIZED ONLY**

- 1. Complete Layout and Installation of Guide Rail and Posts as per NY State Spec.
Bids only Galvanized \$ 9.20 /Lin Ft.
- 2. Corrugated beam type Guide Rail - Punched 6'3" \$ 79.00 /each
- 3. Corrugated beam type Guide Rail - Punched 6'3" Curved to special radius:
 - Curved to 50 ft. radius and up \$ 109.00 /each
 - Curved 40 to 50 ft. radius \$ 111.00 /each
 - Curved 30 to 39 ft. radius \$ 113.00 /each
 - Curved 20 to 29 ft. radius \$ 115.00 /each
- 4. Corrugated beam type Guide Rail - 13' 6 1/2" Length
(Shop curved rail) (Approach & Terminal) (Rotation 90) \$ 136.84 /each.
- 5. 3" x 2 3/8" Intermediate Guide Rail Posts - 5'3" Length \$ 46.24 /each
- 6. Flared Type Terminal Sections 12 Gauge \$ 24.20 /each
- 7. Wrap around type Terminal Sections 12 Gauge \$ 39.25 /each.
- 8. Concrete anchor unit with all necessary hardware *Block w/top plate only* \$ 424.00 /each
- 9. Galvanized splice bolts 1 1/4" x 5/8" \$.99 /each
- 10. Galvanized Post Bolts 2" x 1 3/4" w/washer and nuts *5/8 x 2 post bolt rec. nut, plate w.* \$.99 /each.
- 11. Galvanized Post Bolts 2" x 5/8" \$.99 /each
- 12. Galvanized Support Bolts 1/2" x 1 1/2", 2 nuts, no washers \$.90 /each
- 13. 6" x 6" x 24" Box Beam Type Guide Rail include Shelf Angle, Splice Plates and Nuts and Bolts \$ 39.40 /Lin Ft.
- 14. 6" x 6" Box Beam Type Guide Rail Curved to special radius *no extras* \$ 49.40 /Lin Ft.
- 15. 6" x 6" Beam Type Guide Rail Shop Cuts and Mitered Curved Rail *no extras* \$ 66.10 /Lin Ft.
- 16. 6" x 6" Box Beam Guide Rail End Section *no extra* \$ 474.00 /each
- 17. 3" I Beam Guide Rail Posts 5'3" long, Intermediate Type Post for Box Beam Rail \$ 46.24 /each
- 18. 3" I Beam Guide Rail Posts 3'8" long, End Type for Box Beam Rail \$ 48.10 /each

All Galv.

A Non-Collusive Bidding Certificate must be attached to Bid.

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

Expanded Supply Products
BIDDER

3330 Route 9, Cold Spring
ADDRESS
NY 10516

Vice President Charli Xehr
TITLE

11/15/12
DATE

SPECIFICATIONS AND BIDDING PROPOSAL
START DATE - JANUARY 1, 2013

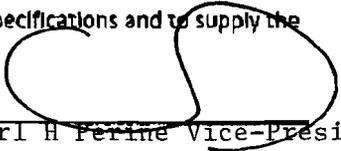
All material to conform with Town of Philipstown Code and NYS Dept. of Transportation Specifications Section 606 and Standard Specification Sheet 606.6 12 Gauge & 606.3R1 12 Gauge. **GALVANIZED ONLY**

1. Complete Layout and Installation of Guide Rail and Posts as per NY State Spec. Bids only Galvanized	\$	<u>7.94</u>	/Lin Ft.
2. Corrugated beam type Guide Rail - Punched 6'3"	\$	<u>68.40</u>	/each
3. Corrugated beam type Guide Rail - Punched 6'3" Curved to special radius:			
Curved to 50 ft. radius and up	\$	<u>109.60</u>	/each
Curved 40 to 50 ft. radius	\$	<u>109.60</u>	/each
Curved 30 to 39 ft. radius	\$	<u>109.60</u>	/each
Curved 20 to 29 ft. radius	\$	<u>114.20</u>	/each
4. Corrugated beam type Guide Rail - 13' 6 1/2" Length (Shop curved rail) (Approach & Terminal) (Rotation 90)	\$	<u>124.90</u>	/each.
5. 3" x 2 3/8" I Intermediate Guide Rail Posts - 5'3" Length	\$	<u>43.90</u>	/each
6. Flared Type Terminal Sections 12 Gauge	\$	<u>26.90</u>	/each
7. Wrap around type Terminal Sections 12 Gauge	\$	<u>42.20</u>	/each
8. Concrete anchor unit with all necessary hardware	\$	<u>475.00</u>	/each
9. Galvanized splice bolts 1 1/4" x 5/8"	\$	<u>.94</u>	/each
10. Galvanized Post Bolts 2" x 1 3/4" w/washer and nuts	\$	<u>.94</u>	/each.
11. Galvanized Post Bolts 2" x 5/8"	\$	<u>.94</u>	/each
12. Galvanized Support Bolts 3/4" x 1 1/4", 2 nuts, no washers	\$	<u>.94</u>	/each
13. 6" x 6" x 24" Box Beam Type Guide Rail include Shelf Angle, Splice Plates and Nuts and Bolts	\$	<u>39.80</u>	/Lin Ft.
14. 6" x 6" Box Beam Type Guide Rail Curved to special radius	\$	<u>48.20</u>	/Lin Ft.
15. 6" x 6" Beam Type Guide Rail Shop Cuts and Mitered Curved Rail	\$	<u>68.20</u>	/Lin Ft.
16. 6" x 6" Box Beam Guide Rail End Section	\$	<u>394.00</u>	/each
17. 3" I Beam Guide Rail Posts 5'3" long, Intermediate Type Post for Box Beam Rail	\$	<u>43.90</u>	/each
18. 3" I Beam Guide Rail Posts 3'8" long, End Type for Box Beam Rail	\$	<u>47.60</u>	/each

A Non-Collusive Bidding Certificate must be attached to Bid.

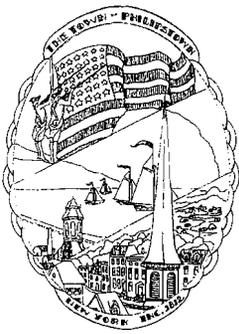
Upon acceptance of the Proposal, I hereby agree to comply in all respects with Specifications and to supply the items as indicated above.

Chemung Supply Corp
 BIDDER


 TITLE Carl H Ferine Vice-President

PO Box 527 Elmira, .NY 14902
 ADDRESS

11/19/12
 DATE



TOWN OF PHILIPSTOWN

238 Main St. P.O. Box 155 Cold Spring, NY 10516

RICHARD SHEA, SUPERVISOR

(845) 265-3329

TINA M. MERANDO
TOWN CLERK AND TAX COLLECTOR

EDWARD W. DOYLE
TOWN ATTORNEY

BETTY BUDNEY, COUNCILWOMAN
JOHN VAN TASSEL, COUNCILMAN
NANCY MONTGOMERY, COUNCILWOMAN
DAVID MERANDY, COUNCILMAN

MEMORANDUM

TO: Richard Shea, Supervisor
Town Board
Town Clerk

FROM: Dottie Turner

RE: Town of Philipstown Workplace Anti-Violence

DATE: November 16, 2012

Enclosed to each of you are the following:

A Town of Philipstown Draft Workplace Anti-Violence Policy which has been sent to Attorney Edward Doyle and approved. The Policy has never been adopted.

Samples from other Town's regarding how they worded their section of "firearms".

A Town of Philipstown Workplace Violence Incident Report which also should be adopted and an acknowledgement page that all have received a copy of the policy.

This is scheduled to be on the December 6 Town Board Meeting as we would like to have this adopted before the New Year.

TOWN OF PHILIPSTOWN

Title: Town of Philipstown Workplace Anti-Violence Policy

A. Intent

The Town of Philipstown has a commitment to promoting a safe and secure work environment that promotes the achievement of its mission of serving the public. All elected officials, employees, volunteers, and appointed individuals (hereafter called employees) of the Town are expected to maintain a working environment free from violence, threats of harassment, threats of violence, intimidation, or coercion. Such acts that involve or affect the employees of the Town will not be tolerated. While these behaviors are not prevalent at the Town of Philipstown, the Town Board recognizes that no organization is immune.

The purpose of this policy is to address the issue of potential workplace violence in our Town, prevent workplace violence from occurring to the fullest extent possible, and set forth procedures to follow when such violence has occurred. The policy is written to meet the requirements of NYS Labor law, Section 27-b.

B. Policy

The Town of Philipstown prohibits workplace violence. Violence, threats of violence, intimidation, harassment, coercion, or other threatening behavior towards people or property will not be tolerated. Complaints involving workplace violence will not be ignored and will be given the serious attention they deserve. Individuals who violate this policy may be removed from Town property or work area and are subject to disciplinary and/or personal action up to and including termination, consistent with Town policies, rules and collective bargaining agreements, and/or referral to law enforcement authorities for criminal prosecution. Complaints of sexual harassment are covered separately under the Town's Policy against Sexual Harassment.

The Town, at the request of an employee or at its own discretion, may prohibit members of the public, including family members, from seeing an employee on Town Property or workplace unless necessary to transact Town-related business. This policy particularly applies in cases where the employee suspects that an act of violence will result from an encounter with said individual(s).

C. Scope of the Policy

All employees, appointed individuals, members of the public, vendors, contractors, consultants, and others who do business with the Town, whether in a Town facility or off-site location (workplace) where Town business is conducted, are covered by this policy. This policy also applies to other persons not affiliated with the Town, such as former employees and visitors. This policy includes violence between employees, employees and public, and employees and contractors.

D. Definitions

1. Workplace Violence is any behavior that is violent, threatens violence, coerces, harasses, or intimidates others, interferes with an individual's legal rights of movement or expression, or disrupts the workplace, the work environment, or the Town's ability to provide services to the public. Examples of workplace violence include, but are not limited to:
 - a. Disruptive behavior intended to disturb, interfere with or prevent normal work activities (such as yelling, using profanity, verbally abusing others, hand gestures, or waving arms and fists).
 - b. Intentional physical contact for the purpose of causing harm (such as slapping, jabbing, stabbing, punching, striking, shoving, or other physical attack).
 - c. Menacing or threatening behavior such as throwing objects, pounding on a desk or door, damaging property, stalking, or otherwise acting aggressively; or making oral or written statements specifically intended to frighten, coerce, or threaten. Behavior that creates a hostile work environment where a reasonable person would interpret such behavior as constituting evidence of intent to cause harm to individuals or property.
 - d. Possessing firearms, imitation firearms, BB guns, paint ball guns, pellet guns, knives with blades longer than four inches or other dangerous weapons, instruments, or materials. No one within the Town workplace, with the exception of a police agency, shall have in their possession a firearm or other dangerous weapon, instrument, or material that can be used to inflict bodily harm on an individual or damage to Town property without specific written authorization from the Town Supervisor regardless of whether the individual possesses a valid permit to carry the firearm or weapon. This restriction applies to firearms or weapons located in personal and commercial vehicles.
 - e. Harassing or threatening letters, phone calls, faxes, text messages, instant messages, web-postings, e-mails, and other forms of communication.
 - f. Threats or attempts to commit suicide.
 - g. Surveillance includes unapproved photos and video on cell phones, cameras, and/or camcorders.
2. Department Head is the person designated to supervise the activities and operation of departments in the Town of Philipstown Government. Department Heads are: Code Enforcement Officer, Town Clerk, two (2) Town Justices, Highway Superintendent, Assessor, Recreation Director, and Town Supervisor.

3. Chair is the appointed leader the for the following Boards and Committees: Zoning Board of Appeals, Planning Board, Board of Assessment Review, Recreation Commission, Conservation Advisory Committee, CV Water District, CV Park District.
4. Employee is any person involved in the Town of Philipstown government including: elected officials, paid employees, appointed individuals and volunteers appointed to various Boards and/or committees and are called employees herein.
5. Workplace includes any Town-owned property (building, park, or parking lots), work site (road construction and maintenance, tree and brush trimming and cutting, roadside mowing, culvert/bridge construction and maintenance, and snow and ice control operations), other similar locations and activities, and Town sponsored activities.

E. Risk Factors

Potential risk factors include but are not limited to:

1. Working in a public setting.
2. Exchanging money with the public.
3. Working alone or in small numbers.
4. Uncontrolled access to the workplace.

F. Prevention Actions

The methods the Town of Philipstown will use to prevent incidents of occupational assaults and homicides in the workplace include but are not limited to the following:

1. Installing good external lighting.
2. Using safes and daily deposits to minimize cash on hand.
3. Posting signs stating that limited cash is on hand.
4. Establishing and implementing reporting systems for incidents of aggressive behavior.

Reporting of Incidents

General Reporting Responsibilities

1. Incidents of workplace violence, threats of workplace violence, or observations of workplace violence are not to be ignored by any employee of the Town. Workplace violence should promptly be reported to the appropriate Town official. (see H Responsibilities.) Additionally, employees are encouraged to report behavior that they reasonably believe poses a potential for workplace violence as defined in D. Definitions. It is important that all employees of the Town take this responsibility seriously to effectively maintain a safe working and learning environment.

2. Imminent or Actual Violence

Any employee experiencing or witnessing imminent danger or actual violence involving weapons or personal injury must immediately call 911 and then notify their supervisor.

3. Acts of violence not Involving Weapons or Injuries to Persons

Any employee who is the subject of a suspected violation of this policy involving violence without weapons or personal injury, or is a witness to such suspected violation, must report the incident to their supervisor, or in lieu thereof, to the Town Supervisor.

4. Commission of a Crime

All employees who believe a crime has been committed against them have the right and are encouraged to report the incident to the appropriate law enforcement agency.

5. False Reports

Employees who make false and malicious complaints of workplace violence, as opposed to complaints which, even if erroneous, are made in good faith, will be subject to disciplinary action and/or referral to civil authorities as appropriate.

6. Incident Reports

The Town Supervisor will maintain an incident report file for the Town.

H. Responsibilities

1. Town Supervisor

The Town Supervisor shall be responsible for the implementation of this policy for all Town non-highway employees. The responsibility includes dissemination of this policy to all non-highway Town employees, ensuring appropriate investigation and follow-up of all alleged incidents of workplace violence, and ensuring that all department heads are aware of their responsibilities under this policy through internal communications and training.

The Town Supervisor is responsible for responding to, intervening, and documenting all incidents of violence in the workplace for Town non-highway employees. The Town Supervisor will immediately log all incidents of workplace violence.

2. Highway Superintendent

The Highway Superintendent shall be responsible for the implementation of this policy for all Town highway employees. The responsibility includes dissemination of this policy

to all Town Highway employees, ensuring appropriate investigation and follow-up of all alleged incidents of workplace violence, and ensuring that the Town Supervisor is notified of all matters relating to the investigation and follow-up of all alleged incidents of workplace violence.

The Highway Superintendent is responsible for responding to, intervening, and documenting all incidents of violence in the workplace for Town highway employees. The Highway Superintendent will immediately log all incidents of workplace violence and notify the Town Supervisor of the alleged incident.

3. Department Heads/Chair

All department heads should be knowledgeable of when law enforcement action may be appropriate. Department Heads and Chairs will be trained in workplace violence awareness and prevention, non-violent crises intervention, conflict management, and dispute resolution. The Town Supervisor will work closely with Department Heads and Chairs when the possibility of workplace violence is heightened, as well as on the appropriate response to workplace violence incidents consistent with Town policies, rule, procedures, New York State laws, rules, and regulations, Federal laws, rules, and regulations, and applicable labor agreements, including appropriate disciplinary action up to and including termination.

Department Heads and Chairs are required to contact the police immediately calling 911 in the event of imminent or actual violence involving weapons or potential physical injuries.

4. Employees

Employees must report workplace violence, as defined above, to their Department Head or Chair. Recurring or persistent workplace violence that an employee believes is not being addressed satisfactorily, or violence that is, or has been engaged in by the employee's Department Head or Chair should be brought directly to the attention of the Town Supervisor.

Employees who have obtained Orders of Protection are expected to notify their Department Head, Chair, and the Town Supervisor of any orders that list Town locations as protected areas.

Victims of domestic violence, who believe that domestic or other personal matters may result in their being subject to violence extending into the workplace, are encouraged to notify their Department Head, Chair, or the Town Supervisor. Confidentiality will be maintained to the extent possible.

Upon hiring, employees will receive copies of this policy from the Safety Coordinator. Additionally, the policy will be posted throughout the Town and be placed on the Town website as appropriate.

5. Town Supervisor/Safety Coordinator Responsibility

The Town Supervisor is responsible for responding to workplace violence; facilitating appropriate responses to reported incidents of workplace violence; and consulting with, as necessary, counseling services to secure professional intervention. The Town Supervisor shall insure that employees receive appropriate training.

The Safety Coordinator is responsible for providing new employees with a copy of the Workplace Anti-Violence Policy and Procedures as well as posting the policy throughout the Town's properties and on the Town's website, as appropriate. The Safety Coordinator will distribute a copy of the Anti-Violence Workplace Policy and request a certification of receipt of the policy.

I. Education

The Town Supervisor is responsible for the dissemination and enforcement of this policy as described herein, as well as for providing opportunities for training in the prevention and awareness of workplace violence. Additionally, annual training in conflict resolution and nonviolent self-defense responses will be provided along with measures employees can take to protect themselves from such risks, such as appropriate work practices, emergency procedures, use of security alarms, and other devices. Literature and a video will be available when desired from the Town Supervisor for employees' self training and refreshing. The Town Supervisor shall disseminate the policy to the Highway Superintendent who is then responsible to enforce the policy, as described herein to the Town Highway employees.

J. Confidentiality

The Town shall maintain the confidentiality of investigations of workplace violence to the extent possible. The Town will act on the basis of anonymous complaints where it has a reasonable basis to believe that there has been a violation of this policy and that the safety and well being of employees of the Town would be served by such action.

K. Retaliation

Retaliation against anyone who has made a complaint of workplace violence, who has reported witnessing workplace violence, or who had been involved in reporting, investigating, or responding to workplace violence is a violation of this policy. Those found responsible for retaliatory action will be subject to discipline as provided in appropriate laws, rule, regulations, and policies up to and including termination.

L. Employee Security Survey

Employees will be encouraged periodically to complete the attached Employee Security Survey. The information obtained from the survey will be used to improve the security of the workplace for the employees and to make appropriate revisions to this policy. The Town supervisor and/or the Town Highway Superintendent will be responsible to conduct the survey when desired, to analyze the information, and to take appropriate corrective action.

M. Workplace Violence Incident Report

Workplace violence should not be ignored and employees are encouraged to report incidents of violent behavior. Reporting of incidents will enable the Town to maintain a safe working environment. The attached Workplace Violence Incident Report shall be used to document specific incidents and should be kept in the incident report file with the Town Supervisor.

N. Currently, public employers are required to record and report workplace violence incidents in accordance with New York State Labor Law, Section 27-a (Public Employer Safety and Health Act). NYCRR Part 801 of that Law, Recording and Reporting Public Employees' Occupational Injuries and Illnesses, specifies conditions for employer recordkeeping and reporting requirements. Specifically, an employer is required to record an employee workplace violence injury if it results in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid and loss of consciousness. Additionally, employees should utilize accident and illness recordkeeping information to ensure that their written workplace violence prevention plan is as effective as possible. Employers are also required to report employee workplace violence related fatalities and multiple hospitalizations to the Department's Public Employee Safety and Health (PESH) Bureau within 8 hours of the incident by calling the Albany office: 1-518-457-5508. (Refer to NYCRR Part 801 for complete information pertaining to employee record keeping and PESH reporting requirements).

THIS AGREEMENT made the 6th day of December 2012, **BETWEEN;**

TOWN BOARD OF THE TOWN OF PHILIPSTOWN, Putnam County, New York hereinafter designated the **“TOWN”** and

GARRISON VOLUNTEER FIRE COMPANY, INC., a Fire corporation duly organized under the Membership Corporation Law of the State of New York, hereinafter designated as the **“FIRE COMPANY”**.

WITNESSETH:

WHEREAS, there has been duly established in the Town of Philipstown, a Fire Protection District known as **“Garrison Fire Protection District of the Town of Philipstown,”** embracing territory in said Town, and such territory is fully described in the Resolution establishing such District as adopted by the Town on June 21, 1965; and

WHEREAS, following a Public Hearing held on November 20, 2012, at the Town Hall, 238 Main Street, Cold Spring, New York, the **TOWN** authorized a Contract with the **FIRE COMPANY** for Fire Protection to said District; and

WHEREAS, this Contract has been duly authorized by the Membership and Board of Directors of the Fire Company; and

NOW THEREFORE, the **TOWN** does engage the **FIRE COMPANY** to furnish Fire Protection to said District, and the **FIRE COMPANY** agrees to furnish such Protection in the manner following, to wit:

1. **Fire Protection by the Fire Company:** The **FIRE COMPANY** shall at all times during the period of this Agreement be subject to call for attendance upon any fire appearing in the District, and when notified by alarm, or telephone call, or in any other manner, of a fire within the District shall respond and attend upon the fire without delay, with all its suitable apparatus. Upon arriving at the scene of the fire, the firemen of the **FIRE COMPANY** attending shall proceed diligently, and in every way reasonably suggested, with the extinguishing of the fire, and the saving of life and property in connection therewith.

2. **Term:** The term of this Agreement shall commence January 1, 2013, and shall continue through December 31, 2013.

3. **Cost.** In consideration of furnishing such aid and the use of its apparatus as aforesaid, the **TOWN** shall pay to the **FIRE COMPANY** as follows:

2013-----\$545,931.00

This payment shall be all-inclusive, and shall be in lieu of any obligation of the **TOWN** to pay the **FIRE COMPANY**, any loss or damage whatsoever sustained to the Fire Apparatus or equipment of the **FIRE COMPANY** in answering, attending upon or returning from a call for assistance in said District, it being understood that the **FIRE COMPANY** carries its own liability, fire and theft insurance, etc.; for same. The payment of such money shall also be in lieu of the payment of any special expenses incurred in the operation of the **FIRE APPARATUS OR EQUIPMENT** of the **FIRE COMPANY** in answering such call. All monies to be paid under this Contract shall be in full and complete satisfaction of any and all other possible claims which may arise upon the Fire Company with or against the Town in connection with responding, attending upon, answering or returning from any call or service to be provided by the Fire Company to the Town in accordance with the terms of this Contract.

The Town shall also make payments to the Service Award Program established for the Volunteer Firefighters of the Garrison Volunteer Fire Co., Inc., Pursuant to Special Election of September 17, 1996.

4. The **TOWN** shall be responsible for payments to active members of the **FIRE COMPANY**, a Volunteer Fire Company, in accordance with requirements of Section 30 of the Volunteer Firemen's Benefit Law, and the Town Board shall carry compensation insurance to the extent applicable in compliance with said Section, to the extent said payments and insurance are required for services performed under this Contract.

5. The **FIRE COMPANY** reserves the right to respond to calls for attendance upon any fire in areas outside of the District, and in doing so, shall not be deemed to be in violation of this Contract.

6. All monies to be paid under any provision of this Agreement, as well as all other monies and charges lawfully chargeable thereto, shall be a charge upon the District to be assessed and levied upon taxable property in the District and collected with the Town Taxes.

7. **Payment.** The following amounts:

2013 -----\$545,931.00

To be paid for 2013 hereunder, shall be paid as the Town Supervisor of Philipstown receives Tax monies levied against the Fire Protection District, except that payments shall not be required to be made in multiples of less than \$100.00, save at the option of the Supervisor, and provided further that any money due for any year shall be totally paid prior to December 31st in said year. Said payment, however, shall be in addition to benefits under the Volunteer Firemen's Benefit Law, payments under the Service Award Program, insurance premiums, legal expenses and other municipal expenses chargeable to the District by the Town during the term of this contract.

8. **Independent Contractor.** It is understood and agreed that the **GARRISON VOLUNTEER FIRE DEPARTMENT**, in carrying out the provisions of this Agreement is acting as independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **GARRISON VOLUNTEER FIRE DEPARTMENT**.

9. **Indemnification.** The **GARRISON VOLUNTEER FIRE DEPARTMENT** shall indemnify and save harmless the **TOWN**, its officers, employees, agents and servants against all liability claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever, of the **TOWN** or the **GARRISON VOLUNTEER FIRE DEPARTMENT**, their officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.

10. **Insurance.** The **GARRISON VOLUNTEER FIRE DEPARTMENT**, shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage), with limits of no less than \$1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than \$1,000,000.00 with both of the foregoing insurance coverage's to be for the protection of the public and the **TOWN**, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **TOWN** or the **GARRISON VOLUNTEER FIRE DEPARTMENT**, in furnishing or operating the service hereunder, such insurance to name the **TOWN** as one of the insureds, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN** in writing.

11. **Finances.** The Town of Philipstown and the Garrison Volunteer Fire Company, Inc. agree as follows:

A. Budget Changes: The parties agree that any change in an expenditure over \$5,000.00 that was specifically set forth or itemized in the Fire Company Budget shall require prior e-mail notification and discussion with the Town Board.

B. Quarterly Report: An unaudited quarterly financial report tracking the Budget and Expenses shall be submitted to the Town Board within 30 days of the end of each quarter.

C. Procurement Policy: The Fire Company will continue to use and adhere to its existing Procurement Policy, copy attached.

D. Sale of Equipment: Equipment valued in excess of \$1,000 will result in notification to the Town Board as to amount and disposition.

IN WITNESS WHEREOF, the **PARTIES**, have duly executed, sealed and delivered this Agreement, the day and year first above written.

TOWN BOARD OF THE TOWN OF PHILIPSTOWN

BY:

Richard Shea, Supervisor

Betty Budney, Councilwoman

John Van Tassel, Councilman

David Merandy, Councilman

Nancy Montgomery, Councilwoman

(seal)

ATTEST:

Tina M. Merando, Town Clerk

GARRISON VOLUNTEER FIRE CO., INC.

BY:

President

ATTEST:

Secretary

THIS AGREEMENT made the 6th day of December 2012, **BETWEEN:**

The **TOWN BOARD OF THE TOWN OF PHILIPSTOWN**, Putnam County, New York, hereinafter designated as the **TOWN BOARD**,

and

CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC., a Fire Corporation duly organized under the Membership Corporation Law of the State of New York, hereinafter designated as the **FIRE COMPANY**.

WITNESSETH:

WHEREAS, there has been duly established in the Town of Philipstown, a Fire Protection District (hereinafter referred to as a District) known as the Consolidated Continental Village Fire Protection District of the Town of Philipstown embracing territory in said Town, and such territory is more fully described in the resolution establishing such District as duly adopted by the **TOWN BOARD** on February 4, 1993, under No.42-93; and

WHEREAS, following a Public Hearing duly called, the **TOWN BOARD** duly authorized a contract with the **FIRE COMPANY**, for Fire Protection in such said District upon the terms and conditions herein set forth; and

WHEREAS, this contract has been duly authorized by the Membership and Board of Directors of the Fire Company,

NOW, THEREFORE, the **TOWN BOARD** does engage the **FIRE COMPANY** to furnish Fire Protection to said District and the **FIRE COMPANY** agrees to furnish such protection in the manner following, to wit:

1. **FIRE COMPANY OBLIGATIONS:** The **FIRE COMPANY** shall at all times during the period of this Agreement be subject to call for attendance upon any fire appearing in such District, and when notified by alarm or telephone call, or in any other manner, of a fire in the District, shall respond and attend upon the fire without delay, with all suitable apparatus of the **FIRE COMPANY**. Upon arriving at the scene of the fire, the **FIRE COMPANY** shall proceed diligently and in every way reasonably suggested with the extinguishing of the fire, and the saving of life and property in connection therewith.
2. **TERM:** The term of this Agreement shall commence January 1, 2013 and shall continue until December 31, 2013.

3. **PAYMENT AND WHAT IT INCLUDES:** In consideration of the furnishing aid and use of its apparatus, as aforesaid, the **TOWN BOARD** shall pay to the **FIRE COMPANY** \$172,040.00 for the year 2013.

The annual payment shall be all inclusive, and shall be in lieu of any obligation of the **TOWN BOARD** to pay to **FIRE COMPANY** any loss or damage whatever sustained to its fire apparatus or equipment in answering, attending upon or returning from a call for assistance in said District; and the payment of such money shall also be in lieu of the payment of special expenses incurred in the operation of the fire apparatus or equipment of the **FIRE COMPANY** in answering such call. All monies to be paid under this contract therefore, shall be in full and complete satisfaction of any and all possible claims which may arise upon or by the **FIRE COMPANY**, with or against the **TOWN BOARD** in connection with responding, attending upon answering or returning from any call or service to be provided in accordance with the terms of this Agreement.

4. **RESERVATION BY THE FIRE COMPANY:** The **FIRE COMPANY** reserves the right to respond to calls for attending upon any fire in areas outside of such fire protection District, and in doing so, shall not be deemed to be in violation of this Agreement.
5. **MONIES FROM TAX LEVY:** All monies to be paid under any provision of this Agreement, as well as other monies and charges lawfully chargeable thereto, shall be a charge upon the said Fire Protection District, to be assessed and levied upon the Taxable Property in said District and collected with the Town Taxes.
6. **TIME AND MANNER OF PAYMENT:** All monies to be paid for each of the years hereunder, shall be paid as the Town Supervisor of the Town of Philipstown receives the Tax monies therefore levied against the Fire Protection District, and provided further that any money due for any year shall be totally paid upon collection of taxes, in said year. Said payments, however, shall be in addition to benefits under the Volunteer Fireman's Benefit Law, payments under the Service Award Program, insurance premiums, legal expenses and other municipal expenses chargeable to the District by the **TOWN BOARD** during the term of this Agreement.
7. **INDEPENDENT CONTRACTOR.** It is understood and agreed that the **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.**, carrying out the provisions of this Agreement is acting as independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.**
8. **INDEMNIFICATION.** The **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.**, shall indemnify and save harmless the **TOWN**, its officers, employees, agents and servants against all liability claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever, of the **TOWN** or **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.**, their officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.

9. **INSURANCE.** The **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.,** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage), with limits of no less than \$1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than \$1,000,000.00 with both of the foregoing insurance coverage to be for the protection of the public and the **TOWN**, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **TOWN** or the **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.,** in furnishing or operating the service hereunder, such insurance to name the **TOWN** as one of the insureds, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN** in writing.

IN WITNESS WHEREOF, the parties have been duly executed, sealed and delivered this Agreement, the day and year first above written.

TOWN BOARD OF THE TOWN OF PHILIPSTOWN

BY _____
Richard Shea, Supervisor

(SEAL)

ATTEST:

Town Clerk

CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.

BY _____
President

ATTEST:

(SEAL)

Secretary

THIS AGREEMENT made the 6th day of December 2012, **BETWEEN;**

TOWN BOARD OF THE TOWN OF PHILIPSTOWN, Putnam County, New York hereinafter designated the “**TOWN**”

and

THE VILLAGE OF COLD SPRING, a Municipal Corporation of the State of New York, hereinafter designated as the “**VILLAGE.**”

and

THE COLD SPRING FIRE COMPANY NO. 1;

WITNESSETH:

WHEREAS, there has been duly established in the Town of Philipstown, a Fire Protection District known as “**TOWN OF PHILIPSTOWN FIRE PROTECTION DISTRICT NO. 1 OF NORTH HIGHLANDS,**” embracing territory in said Town, and such territory is fully described in the Resolution establishing such District; and

WHEREAS, following a Public Hearing held on November 20, 2012, at the Town Hall, 238 Main Street, Cold Spring, New York the **TOWN BOARD** authorized a Contract with the **VILLAGE** for Fire Protection to said District; and

WHEREAS, this Contract has been duly authorized by the Village Board of the **VILLAGE;**

NOW THEREFORE, the **TOWN BOARD** does engage the **VILLAGE** to furnish Fire Protection to said District through the **COLD SPRING FIRE COMPANY NO. 1**, and the **VILLAGE** agrees to furnish such Protection in the manner following, to wit:

1. The **VILLAGE**, through the **COLD SPRING FIRE COMPANY NO. 1**, shall at all times during the period of this Agreement be subject to call for attendance upon any fire appearing in the District, and when notified by alarm, or telephone call, or in any other manner, of a fire without delay, with all its suitable apparatus. Upon arriving at the scene of the fire, the firemen of the **COLD SPRING FIRE COMPANY NO. 1** attending, shall proceed diligently, and in every way reasonably suggested, with the extinguishing of the fire, and the saving of life and property in connection therewith.
2. In consideration of furnishing such aid and the use of its apparatus as aforesaid, the **TOWN BOARD** shall pay to the **VILLAGE**, the sum of Forty Six Thousand Eight Hundred Eighteen Dollars (\$46,818.00) annually for the term of this contract. This payment, divided into two portions, shall be all-inclusive, and shall be in lieu of any obligation of the **TOWN BOARD** to pay the **VILLAGE**, any loss or damage whatsoever sustained to the Fire Apparatus or equipment of the **VILLAGE** in answering, attending upon or returning from a call for assistance in said District, it being understood that the **VILLAGE** carries its own liability, fire and theft insurance, etc., for same. The payment of such money shall also be in lieu of the payment of any special expenses incurred in the operation of the **FIRE APPARATUS OR EQUIPMENT** of the **VILLAGE** or the **COLD SPRING FIRE COMPANY NO. 1** in answering such call. The payment shall be divided into two portions as follows:

The amount of \$46,818.00 shall be paid directly to the Cold Spring Fire Company #1; and the amount of \$15,875.00 shall be paid directly to the VILLAGE.

3. The **TOWN BOARD** shall be responsible for payments to active members of the **COLD SPRING FIRE COMPANY NO. 1**, a Volunteer Fire Company, in accordance with requirements of Section 30 of the Volunteer Firemen's Benefit Law, and the Town Board shall carry compensation insurance to the extent applicable in compliance with said Section, to the extent said payments and insurance are required for services performed under this Contract.
4. All monies to be paid under this Contract therefore, shall be in full and complete satisfaction of any and all possible claims which may arise upon the part of the **VILLAGE** or **COLD SPRING FIRE COMPANY NO. 1**, with or against the **TOWN BOARD**, in connection with responding, attending upon, answering or returning from any call or service to be provided under the terms of this Agreement.
5. The **VILLAGE** and the **COLD SPRING FIRE COMPANY NO. 1**, reserve the right to respond to calls for attendance upon any fire in areas outside of the District, and in doing so, shall not be deemed to be in violation of this Agreement.
6. All monies to be paid under any provision of this Agreement, as well as all other monies and charges lawfully chargeable thereto, shall be a charge upon the District to be assessed and levied upon taxable property in the District and collected with the Town Taxes.
7. The sum of ^{46,818}~~\$62,693.00~~ to be paid for each of the years hereunder, shall be paid as the Town Supervisor of Philipstown receives Tax monies levied against the District, provided, however, that payments shall not be required to be made in multiples of less than \$100.00, and any money due for any year shall be totally paid prior to December 31st of that year.
8. The term of this Agreement shall commence January 1, 2013 and shall continue until midnight December 31, 2013.
9. The **COLD SPRING FIRE COMPANY NO. 1.**, signs this Agreement to consent thereto pursuant to General Municipal Law Section 209-d.
10. **Independent Contractor.** It is understood and agreed that the **VILLAGE** and **COLD SPRING FIRE COMPANY NO. 1**, in carrying out the provisions of this Agreement, are acting as independent contractors and are not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **VILLAGE** and **COLD SPRING FIRE COMPANY NO. 1**.
11. **Indemnification.** The **VILLAGE** shall indemnify and save harmless the **TOWN**, its officers, employees, agents and servants against all liability claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever, of the **VILLAGE** or the **COLD SPRING FIRE COMPANY NO. 1**, their officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.
12. **Insurance.** The **VILLAGE** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage), with limits of no less than \$1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than \$1,000,000.00

and (c) Volunteer Fireman's Benefit Coverage pursuant to Volunteer Firefighters' Benefit Law, Section 30, with all three of the foregoing insurance coverages to be for the protection of the public and the **TOWN**, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **VILLAGE** or the **COLD SPRING FIRE COMPANY NO. 1**, in furnishing or operating the service hereunder, such insurance to name the **TOWN** as one of the insureds, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN**, in writing.

IN WITNESS WHEREOF, the **PARTIES**, have duly executed, sealed and delivered this Agreement, the day and year first above written.

TOWN BOARD OF THE TOWN OF PHILIPSTOWN

BY: _____
Richard Shea, Supervisor

Betty Budney, Councilwoman

John Van Tassel, Councilman

David Merandy, Councilman

Nancy Montgomery, Councilwoman

ATTEST:

Tina M. Merando, Town Clerk

This Agreement is hereby consented to:

COLD SPRING FIRE COMPANY NO. 1

VILLAGE OF COLD SPRING

BY: _____
President

BY: _____

ATTEST:

CONTRACT

EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT dated December 6, 2012, by and between the **TOWN OF PHILIPSTOWN**, a Municipal Corporation having its office at 238 Main Street, P.O. Box 155, Cold Spring, New York 10516, herein after referred to as the “**TOWN**”, and **PHILIPSTOWN VOLUNTEER AMBULANCE CORPS INC.**, a not-for-profit corporation in the State of New York with an office at Cedar Street, Cold Spring, New York 10516 and hereinafter referred to as the “**AMBULANCE CORPS.**”

WITNESSETH

WHEREAS, the **AMBULANCE CORPS**, is organized under the laws of the State of New York as a volunteer ambulance corps and since 1965 has been furnishing emergency ambulance service to various areas and residents of the Town of Philipstown; and

WHEREAS, the **TOWN OF PHILIPSTOWN** deems it in the best interest of the community that it assist in furnishing general ambulance for the purpose of transporting sick or injured persons found within the boundaries of the Town to a hospital, clinic, sanatorium or other place for the treatment of such illness or injury; and

WHEREAS, by General Municipal Law Section 122-b the **TOWN** is empowered to contract with one or more organizations having sufficient trained and experienced personnel, for operation, maintenance and repair of such ambulance vehicles, and to supply, staff and equip such vehicles for such purposes; and

WHEREAS, the **AMBULANCE CORPS** has the trained and experienced personnel and the equipment necessary for this purpose, and is certified or registered pursuant to Public Health Law Article Thirty; and

WHEREAS, the **TOWN** deems it advisable, and in the best interest of the **TOWN** to contract with the **AMBULANCE CORPS**, for the furnishing of general ambulance service to the residents of the Town of Philipstown in the area of the **TOWN** described herein in accordance with the law; and

WHEREAS, the **TOWN** authorized a contract with the **AMBULANCE CORPS** for general ambulance services in said area upon the terms and conditions herein set forth;

WHEREAS, this Contract has been duly authorized by the Membership and Board of Directors of the **AMBULANCE CORPS.**

NOW, THEREFORE, the **TOWN** does engage the **AMBULANCE CORPS** to furnish such services in the manner following, to wit:

1. **General Ambulance Service.** That the **AMBULANCE CORPS** does hereby agree to furnish to the area of the Town of Philipstown lying north of the northerly boundary line of the “Garrison Fire Protection District of the Town of Philipstown” general ambulance services as provided by General Municipal Section 122-b during the term of this Agreement, but shall not be precluded from providing ambulance services to other areas within the **TOWN** or other areas outside the **TOWN**. The **AMBULANCE CORPS** through its appropriate members, shall at all times during the period of this Agreement be subject to call for such ambulance services by anyone for any person or persons residing or found within the aforesaid area, and when such ambulance service is

requested shall respond to and render such general ambulance service without delay and with suitable equipment and personnel.

2. **Compliance with law.** The **AMBULANCE CORPS** hereby agrees to furnish the **TOWN** with the necessary certificates certifying that it has complied with all of the laws of the State of New York regarding the training of personnel and shall provide the equipment, ambulances and personnel sufficient to furnish general ambulance services hereunder.
3. **Payment.** In consideration of the **AMBULANCE CORPS**, procuring, providing, and furnishing general ambulance services, including equipment and personnel as set forth herein, the **TOWN** shall pay to the **AMBULANCE CORPS** the sum of \$190,763 for the year 2013. Such sum to be paid for the year hereunder, shall be paid as the Town Supervisor receives the tax monies levied against the Town, except that payments shall not be required to be made in multiples of less than \$100.00, save at the option of the Supervisor, and provided further that any money due for any year shall be totally paid prior to December 31st in said year.

This payment shall be all-inclusive, and shall be in lieu of any obligation of the **TOWN** to pay to the **AMBULANCE CORPS** any loss or damage whatever sustained to its ambulances or equipment in answering, attending or returning from a call for assistance in said area; and the payment of such monies shall also be in lieu of the payment of any special expenses incurred in the operation of the ambulances or equipment of the **AMBULANCE CORPS** in answering any such call. All monies to be paid under this Contract shall be in full and complete satisfaction of any and all other possible claims which may arise upon the **AMBULANCE CORPS** with or against the **TOWN** in connection with responding, attending upon, answering or returning from any call or service to be provided by the **AMBULANCE CORPS** to the **TOWN** in accordance with the terms of this contract.

4. **Term.** The term of this Contract shall commence January 1, 2013 and shall continue until December 31, 2013.
5. **Insurance.** The **AMBULANCE CORPS** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage) with limits of no less than \$1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than \$1,000,000.00, and (c) Volunteer Ambulance Workers Benefit Coverage, with all three of the foregoing insurance coverage's to be for the protection of the public and the Town, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **AMBULANCE CORPS** in furnishing or operating such ambulance service, such insurance to name the **TOWN** as one of the insured, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN**, in writing.
6. **Independent Contractor.** It is understood and agreed that the **AMBULANCE CORPS** in carrying out the provisions of this Agreement, is acting as an independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **AMBULANCE CORPS**

7. **Indemnification.** The **AMBULANCE CORPS** shall indemnify and save harmless the Town and its officers, employees, agents and servants against any and all liability claims, loss costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want or care or fault of any nature whatsoever of the **AMBULANCE CORPS**, its officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.
8. **Town Law Applicable.** The parties hereto agree that the Agreement is subject to the provisions of General Municipal Law Section 122-b.
9. The parties hereto further agree that this Agreement may not be changed or modified except by another instrument in writing signed by the parties hereto, and in accordance with the applicable provisions of law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly signed and executed as of the day and year first above written.

TOWN OF PHILIPSTOWN

By: _____
Richard Shea, Supervisor

(Seal)

Tina M. Merando, Town Clerk

PHILIPSTOWN VOLUNTEER AMBULANCE CORPS INC:

By: _____
President

ATTEST

By: _____
Secretary

k

CONTRACT

EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT dated December 6, 2012, by and between the **TOWN OF PHILIPSTOWN**, a Municipal Corporation having its office at 238 Main Street P.O. Box 155, Cold Spring, New York 10516, hereinafter referred to as the “**TOWN**” and the **GARRISON VOLUNTEER AMBULANCE AND FIRST AID SQUAD, INC.**, a not-for-profit corporation in the State of New York with an office at P.O. Box 121, Garrison, New York 10524 and hereinafter referred to as the “**AMBULANCE CORPS.**”

WITNESSETH

WHEREAS, the **AMBULANCE CORPS** is organized under the Laws of the State of New York as a volunteer ambulance corps and since 1974 has been furnishing emergency ambulance service to various areas and residents of the Town of Philipstown, and

WHEREAS, the Town of Philipstown deems it in the best interest of the community that it assist in furnishing general ambulance service for the purpose of transporting sick or injured persons found within the boundaries of the Town to a hospital, clinic, sanatorium or other place for the treatment of such illness or injury; and

WHEREAS, by General Municipal Law Section 122-b the **TOWN** is empowered to contract with one or more organizations having sufficient trained and experienced personnel, for operation, maintenance and repair of such ambulance vehicles, and to supply staff and equip such vehicles for such purposes; and

WHEREAS, the **AMBULANCE CORPS** has trained and experienced personnel and the equipment necessary for this purpose, and is certified or registered pursuant to Public Health Law Article Thirty; and

WHEREAS, the **TOWN** deems it advisable and in the best interest of the **TOWN** to contract with the **AMBULANCE CORPS** for the furnishing of general ambulance service to the residents of the Town of Philipstown in the area of the Town described herein in accordance with the law; and

WHEREAS, the **TOWN** authorized a contract with the **AMBULANCE CORPS** for general ambulance services in said area upon the terms and conditions herein set forth; and

WHEREAS, this contract has been duly authorized by the Membership and Board of Directors of the **AMBULANCE CORPS.**

NOW, THEREFORE, the TOWN does engage the **AMBULANCE CORPS** to furnish general ambulance services to said area, and the **AMBULANCE CORPS** agrees to furnish such services in the manner following, to wit:

1. **General Ambulance Service.** That the **AMBULANCE CORPS** hereby agrees to furnish to the area of the Town of Philipstown lying south of the northerly boundary line of the “Garrison Fire Protection District of the Town of Philipstown”, general ambulance services as provided by General Municipal Law Section 122-b during the term of this Agreement, but shall not be precluded from providing ambulance services to other areas within the **TOWN** or other areas outside of the **TOWN**. The **AMBULANCE CORPS** through its appropriate members, shall at all times during the period of the Agreement be subject to call for such ambulance services by anyone for any person or persons residing or found within the aforesaid area, and when such ambulance, and when such ambulance service is requested shall respond to and render such general ambulance service without delay and with suitable equipment and personnel.
2. **Compliance with the Law.** The **AMBULANCE CORPS** hereby agrees to furnish the **TOWN** with the necessary certificates certifying that it has complied with all of the laws of the State of New York regarding the training of personnel and shall provide the equipment, ambulances and personnel sufficient to furnish general ambulance services hereunder.
3. **Payment.** In consideration of the **AMBULANCE CORPS** procuring, providing and furnishing general ambulance services, including equipment and personnel as set forth herein, the **TOWN** shall pay to the **AMBULANCE CORPS** the sum of \$117,434.00 for the fiscal year 2013. Such sums to be paid for the year hereunder, shall be paid as the Town Supervisor receives the tax monies levied against the Town, except that payments shall not be required to be made in multiples of less than \$100.00, save at the option of the Supervisor, and provided further that any money due for any year shall be totally paid prior to December 31st in said year.

This payment shall be all inclusive, and shall be in lieu of any obligation of the **TOWN** to pay to the **AMBULANCE CORPS** any loss or damage whatever sustained to its ambulances or equipment in answering, attending or returning from such monies a call for assistance in said area; and the payment of such monies shall also be in lieu of the payment of any special expenses incurred in the operation of the ambulances or equipment of the **AMBULANCE CORPS** in answering any such call. All monies to be paid under this Contract shall be in full and complete satisfaction of any and all other possible claims which may arise upon the **AMBULANCE CORPS** with or against the **TOWN** in connection with responding, attending upon, answering or returning from any call or service to be provided by the **AMBULANCE CORPS** to the **TOWN** in accordance with the terms of the contract.

4. Term. The term of this Contract shall commence January 1, 2013 and shall continue until December 31, 2013.
5. Insurance. The **AMBULANCE CORPS** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage) with limits of no less than \$1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than \$1,000,000.00 and (c) Volunteer Ambulance Benefit Coverage, with all three of the foregoing insurance coverages to be for the protection of the public and the Town, its officers, employees, agents, and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **AMBULANCE CORPS** in furnishing or operating such ambulance service, such insurance to name the **TOWN** as one of the insureds, provide the Town with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN**, in writing.
6. Independent Contractor. It is understood and agreed that the **AMBULANCE CORPS**, in carrying out the provisions of this agreement, is acting as an independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **AMBULANCE CORPS**.
7. Indemnification. The **AMBULANCE CORPS** shall indemnify and save harmless the **TOWN**, its officers, employees, agents and servants against all liability claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever of the **AMBULANCE CORPS**, its officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.
8. Town Law Applicable. The parties hereto agree that the Agreement is subject to the provisions of General Municipal Law section 122-b.
9. This Contract replaces and supersedes the contract between the parties dated December 1, 2011, which previous contract is hereby cancelled and terminated effective as of January 1, 2013.
10. The parties hereto further agree that this Agreement may not be changed or modified except by another instrument in writing signed by the parties hereto, and in accordance with the applicable provisions of the law.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly signed and executed as of the day and year first above written.

TOWN OF PHILIPSTOWN

By: _____
Richard Shea, Supervisor

Tina M. Merando, Town Clerk

(SEAL)

ATTEST:

**GARRISON VOLUNTEER
AMBULANCE FIRST AID
SQUAD, INC.**

Secretary

By: _____
President

11

AGREEMENT

AGREEMENT made this 6st day of December 2012 between:

The **TOWN OF PHILIPSTOWN**, a municipal Corporation having its office at 238 Main Street, P. O. Box 155, Cold Spring, New York 10516, herein referred to as "**TOWN**"; and

DAVID KLOTZLE, residing at 6 Skytop Drive, Croton, New York, Telephone (914) 736-7132, herein referred to as "**KLOTZLE**;"

WHEREAS, the **TOWN** wishes to retain **KLOTZLE** as **WETLANDS INSPECTOR** to the **TOWN** pursuant to Chapter 93 of the Code of the Town of Philipstown, and **KLOTZLE** wishes to serve the Town as **WETLANDS INSPECTOR**;

NOW, THEREFORE, in consideration of the promises and agreements herein contained, the payment of **ONE DOLLAR (\$1.00)** by each of the parties to the other, receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. The **TOWN** does hereby retain **KLOTZLE** to serve as **WETLANDS INSPECTOR** to the **TOWN** pursuant to Chapter 93 of the Code of the Town of Philipstown. **KLOTZLE** shall serve at the pleasure of the **TOWN BOARD** as provided in Section 93-11 of said Code.
2. **KLOTZLE** states that he has the necessary qualifications, training and experience as required in Code Section 93-11 to serve as **WETLANDS INSPECTOR**.
3. The parties agree that **KLOTZLE** is and shall be a part time hourly employee.
4. The parties agree that effective January 1, 2013, **KLOTZLE**'s salary shall be and he shall be paid at the gross rate of \$60.00 per hour for services rendered as **WETLANDS INSPECTOR**. **KLOTZLE** will bill the **TOWN** monthly and submit a voucher for services rendered. **KLOTZLE** shall also be reimbursed for vehicle mileage at the same rate as other Town employees (currently \$.36¢ per mile)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

TOWN OF PHILIPSTOWN

By _____
Richard Shea, Supervisor

Date

By _____
David Klotzle

Date

8

CONTRACT PROPOSAL FOR 2012

A) I, Tom Rippolon will video record (picture & sound) the Regular Monthly Meetings of the Town Board of the Town of Philipstown normally held on the 1st Thursday of each month.

B) I, Tom Rippolon will video record (picture & sound) the Monthly Planning Board Meetings normally held on the 3rd Thursday of each month.

Two video copies of each meeting will be made, so as to be aired on Cablevision Systems, North and South, until such time the town decides only one copy is required.

For the above services, the Town of Philipstown will pay a fee of \$235.00 for each recorded meeting to me, Tom Rippolon:

- a) In the event that additional hearings/meetings are scheduled, to be recorded one hour before the normal 7:30 p.m. starting time of the Town Board Meeting, an additional \$50.00 fee will be charged.
- b) In the event the Philipstown Planning Board Meeting, scheduled to begin at 7:30 p.m., goes beyond 9:30 p.m. (or over 2 hours recording time) a \$50.00 fee will be charged up to an additional 1-hour recording time. For each one half hour beyond the first additional hours, a \$10.00 charge will be added.
- c) Either party, Tom Rippolon or the Town of Philipstown, may cancel this Contract at any time.

Tom Rippolon

Date

Richard Shea
Supervisor

Date

Philipstown Recreation Department

Memorandum

To: Richard Shea, Town Supervisor

CC: Town Board & Town Clerk

From: Amber Stickle, Recreation Supervisor

Date: November 30, 2012

Re: Security Proposal

The two independent security assessments done at the community center both recommended the Town secure the front door to control access during the day and install security cameras. I contacted two separate security companies for estimates and received on response from Electronic Intrusions Protection Services. The Commission would like to make the following recommendations to the town board:

- 1) Install a front door intercom with electric strike release.
 - a. This will allow the employees to control access to the building and know who is coming in/out at all times. During high traffic times (when it is appropriate) we will be able to disengage the device to allow open access. Because our current phone system is outdated, we will have to up-grade our system to meet the needs of intercom.
 - b. Total cost: \$3,825.00. The current is quoted at prevailing wage. I have asked for adjusted numbers.
- 2) Stand Alone Door Alarms
 - a. This will be installed on the 6 external doors on the first floor. An alarm will sound whenever the doors are opened. This is to encourage people to only use the front door (controlled) as an entrance/exit. The staff will now be informed if an uncontrolled door is used and can assess the situation. These will also have an option to be disabled if necessary,
 - b. 6 doors x \$415 per door = \$2490. The current is quoted at prevailing wage. I have asked for adjusted numbers.
- 3) Camera Monitoring system
 - a. The camera monitoring system will allow us to track activity outside of the building. The system will record for up to 30 days and can accommodate up to 16 cameras.
 - b. Installation/training/program of the system: \$2,026

- c. At this time, the commission recommends installing 5 cameras. We can always add more at another time if necessary. $5 \times \$308 = \1540 plus installation (worst case scenario is \$600 per camera ($\$600 \times 5 = \3000 .)
- d. Total Cost: \$6566. The current is quoted at prevailing wage. I have asked for adjusted numbers.

Total cost for the proposed system: **\$12,881.**

At this time, I believe I can pay for the system out of the 2012 budget. I will work up strong predictions for end of the year expense to have at the Town Board meeting to present. I will be in attendance at the meeting to discuss the issue any further.

Thank you for your consideration.

Amber Stickle

E I P S

Electronic Intrusion Protection Services, Inc.



1425 Washington Street, Cortlandt Manor, New York 10567
914-788-8890 Fax 914-788-8859 email EIPS@AOL.COM

NYS License 12000030857
NJS Licenses BA00005900 FA00005900

"Specializing in Communications and Security"

November 20, 2012

Town of Philipstown Community Center
107 Glenclyff Road
Garrison, New York 10524
Attn: Amber Stickle

Dear Ms. Stickle,

Per our conversation the following is the breakdown of Security Additions/Modification for your above location for your evaluation.

FRONT DOOR INTERCOM WITH ELECTIC STRIKE RELEASE

As your existing Telephone System is no longer manufactured and your Telephone Provider can not provide door phone integration it will prove more cost effective to replace it with the below Panasonic Telephone System than it would be to run separate intercoms to each station. In addition this system will provide Auto Attendant and Voice Mail and carries a two year limited warranty.

- One (1) Panasonic KX-TDA50 Hybrid Control initially configured for Four (4) CO Lines (expandable to Eight) by Eight (8) Extensions (expandable to Twenty Four Extensions)
- One (1) Panasonic KX-TVA50 Two (2) Port Voice Processing System (expandable to Six Ports)
- One (1) Panasonic Door Phone
- Six (6) Panasonic KX-DT343B Black Twenty Four Button, LCD Speakerphones
- One (1) Adams Rite 8802 36 EL Electric Release Device

Installation Cost – (based on prevailing wage) ----- \$3,825.00

E I P S

Electronic Intrusion Protection Services, Inc.



1425 Washington Street, Cortlandt Manor, New York 10567
914-788-8890 Fax 914-788-8859 email EIPS@AOL.COM

NYS License 12000030857
NJS Licenses BA00005900 FA00005900

"Specializing in Communications and Security"

STAND ALONE DOOR ALARM

This device will create an audible alarm at the door in the event that the door is opened. This device includes a key controlled bypass.

One (1) Alarm Lock PG21 Stand Alone Exit Door

Installation Cost – (based on prevailing wage) ----- per door - \$415.00

CCTV SYSTEM

This system is designed to record for thirty days and will allow for up to sixteen (16) cameras. This system can be attached to your LAN (local area network) for viewing from a local pc or over the WAN for remote viewing. The Digital Video Recorder carries a three (3) year limited warranty and cameras carry a five (5) year limited warranty.

One (1) Speco 16LS2TB Sixteen (16) Camera Digital Video Recorder
with Built in DVD Burner and Two Terabytes of Storage

One (1) Viewsonic 19 Inch LCD Monitor

One (1) Altronix Sixteen (16) Camera Power Supply

Installation, Programming and Training ----- \$2,026.00

Exterior Speco HTINTB8 High Resolution, Intensifier Series Dome
Cameras with 2.8 to 12MM Lens

Camera Cost ----- \$308.97*



EIPS

Electronic Intrusion Protection Services, Inc.



1425 Washington Street, Cortlandt Manor, New York 10567
914-788-8890 Fax 914-788-8859 email EIPS@AOL.COM

NYS License 12000030857
NJS Licenses BA00005900 FA00005900

"Specializing in Communications and Security"

Interior Speco CVC5825DNV 2.8 – 12MM Lens, High Resolution Indoor
Dome Cameras with IR Illuminator

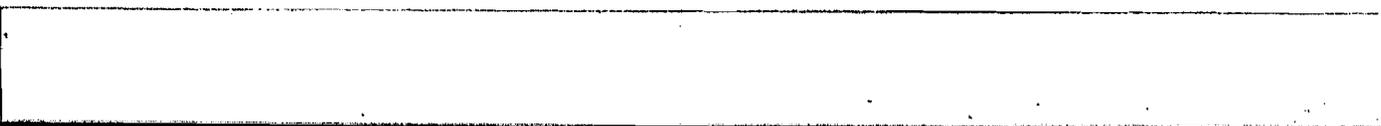
Camera Cost ----- \$227.50*

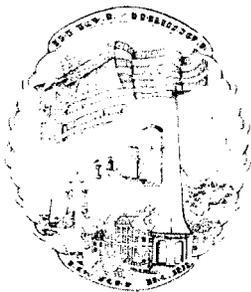
*The above cameras will require an additional installation cost based on locations and distance from recording equipment. In addition multiple cameras runs/installation could prove more cost effective if installed at the same time. Based on construction of the building and prevailing wage the cost per camera can range from \$300.00 to \$600.00 per camera.

If you have any questions, please do not hesitate to call.

Thank You,

Handwritten signature of Kenneth R. Marcus in cursive script.
Kenneth R. Marcus





Town of Philipstown

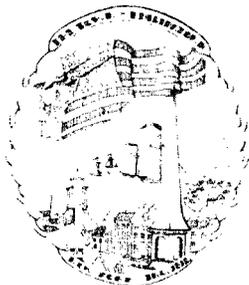
Code Enforcement Office
238 Main Street, PO Box 155
Cold Spring, NY 10516

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

MONTHLY REPORT for October 2012

	<u>#</u>
1. Fees Collected	<u>19,125.</u>
2. Total Number of Permits Issued	<u>25</u>
3. New One- or Two-family dwellings:	<u>8</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>5</u>
8. Additions, alterations or repairs commercial buildings:	<u>0</u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u>12</u>
10. Number of Certificates of Occupancy :	<u>20</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>1</u>
18. Inspection of buildings with 3 or more dwelling units:	<u>0</u>

Projects of Significance: _____



Town of Philipstown

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

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

MONTHLY REPORT for Nov. 2012

1. Fees Collected	<u> </u>
2. Total Number of Permits Issued	<u> 20 </u>
3. New One- or Two-family dwellings:	<u> - </u>
4. New Commercial/Industrial buildings:	<u> - </u>
5. New Hazardous (H) occupancies:	<u> - </u>
6. New Multi family occupancies:	<u> . </u>
7. Additions, alterations or repairs residential buildings	<u> 4 </u>
8. Additions, alterations or repairs commercial buildings:	<u> - </u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u> 16 </u>
10. Number of Certificates of Occupancy :	<u> 12 </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> 1 </u>
17. Inspection of commercial occupancies	<u> 3 </u>
18. Inspection of buildings with 3 or more dwelling units:	<u> 0 </u>

Projects of Significance: _____

MEMORANDUM

TO: Richard Shea, Town Supervisor
Town Board Members
Tina Merando, Town Clerk

FROM: Roger M. Chirico

DATE: November 29, 2012

SUBJECT: **2013 Bids - Letter of Recommendation**

On the following pages, please find my recommendations for 2013 bids for the Town of Philipstown Highway Department:

2013 BID RECOMMENDATIONS

PRODUCT	NAME OF ACCEPTING BID	AWARD PRICE	LOCATION
BITUMINOUS CONCRETE FURNISHED- DELIVERED & LAID IN PLACE	MARC VUMBICO CLOVE EXCAVATORS, INC 9 BARNES DRIVE POUGHKEEPSIE, NY 12603	BINDER COURSE TYPE 3 \$79.89/TON TOP COURSE TYPE 6F2 \$81.89/TON TOP COURSE TYPE 7F2 \$83.89/TON	
BITUMINOUS CONCRETE FOB	THALLE INDUSTRIES JOHN AMATO, SALES 172 ROUTE 9 FISHKILL, NY 12524	BINDER COURSE TYPE 3 \$65.00/TON TOP COURSE TYPE 6F2 \$67.00/TON TOP COURSE TYPE 7F2 \$72.00/TON	172 ROUTE 9 FISHKILL, NY
CALCIUM CHLORIDE- DELIVERED	CARL PERINE VICE PRESIDENT CHEMUNG SUPPLY CORP P O BOX 527 ELMIRA, NY 14902	DELIVERED - \$473.60/TON	
CALCIUM CHLORIDE- FOB	BRUCE KEHR PRESIDENT EXPANDED SUPPLY 3330 ROUTE 9 COLD SPRING, NY 10516	FOB \$478/TON	
WASHED SAND-FOB	JOHN T. COONEY, JR TILCON NEW YORK INC. 162 OLD MILL ROAD WEST NYACK, NY 10994	FOB \$13.00/TON	SHEAFE RD NEW HAMBURG NY
WASHED SAND DELIVERED	THALLE INDUSTRIES	DELIVERED \$17.45/TON	172 ROUTE 9 FISHKILL NY
#2 FUEL OIL DELIVERED	DOWNEY ENERGY PO BOX 306 COLD SPRING, NY 10516	\$3.337/GALLON	
DIESEL FUEL DELIVERED	DOWNEY ENERGY	\$3.362/GALLON	
BANK RUN FILL CRUSHED TAILINGS FOB & DELIVERED	<u>BANK RUN</u> <u>FOB</u> WEST HOOK & GRAVEL PO BOX 16 CROSS RIVER NY 10518 <u>DELIVERED</u> HAROLD LYONS & SONS 3175 ROUTE 9 COLD SPRING, NY 10516	FOB \$15.25/TON DELIVERED \$17.50/TON	25 WESHOOK RD HOPEWELL, JUNCTION NY 12533 3175 ROUTE 9 COLD SPRING NY

PRODUCT	NAME OF ACCEPTING BID	AWARD PRICE	LOCATION
<p>BANK RUN FILL CRUSHED TAILINGS FOB & DELIVERED (CON'T)</p>	<p><u>FILL FOB</u> WEST HOOK SAND & GRAVEL PO BOX 16 CROSS RIVER NY 10518</p> <p><u>FILL DELIVERED</u> WEST HOOK SAND & GRAVEL PO BOX 16 CROSS RIVER NY 10518</p> <p><u>CRUSHED TAILING FOB</u> THALLE INDUSTRIES 172 ROUTE 9 FISHKILL, NY 12524</p> <p><u>CRUSHED TAILING DELIVERED</u> THALLE INDUSTRIES 172 ROUTE 9 FISHKILL, NY 12524</p>	<p>FOB \$8.00/TON</p> <p>DELIVERED \$12.00/TON</p> <p>*****</p> <p>FOB \$13.25/TON</p> <p>DELIVERED \$16.75/TON</p>	<p>25 WEST HOOK ROAD HOPEWELL JUNCTION NY 12533</p> <p>*****</p> <p>172 ROUTE 9 FISHKILL NY</p>
<p>INSTALLATION OF GUIDE RAIL & FURNISHING OF GUIDE RAIL MATERIAL</p>			
<p>WASHED CRUSHED STONE 1 ½" FOB</p>	<p><u>1 ½"</u> <u>FOB</u> THALLE INDUSTRIES 172 ROUTE 9 FISHKILL NY 12524 *****</p> <p>PUTNAM MATERIALS</p>	<p>FOB \$16.50/TON *AWARDED TO THALLE DUE TO DISTANCE, FUEL ESCALATION AND NO. OF LOADS PER DAY *****</p> <p>FOB \$16.00/TON</p>	<p>172 ROUTE 9 FISHKILL NY 12524</p> <p>*****</p> <p>RTE 311 PATTERSON, NY</p>
<p>WASHED CRUSHED STONE 1 ½" DELIVERED</p>	<p><u>1 ½'</u> <u>DELIVERED</u> THALLE INDUSTRIES 172 ROUTE 9 FISHKILL, NY 12524</p>	<p>DELIVERED \$20.00/TON</p>	<p>172 ROUTE 9 FISHKILL NY 12524</p>

WASHED CRUSHED STONE ¾" FOB	<u>¾"</u> <u>FOB</u> THALLE INDUSTRIES 172 ROUTE 9 FISHKILL, NY 12524 ***** WEST HOOK SAND & GRAVEL	FOB \$16.50/TON *AWARDED TO THALLE DUE TO DISTANCE, FUEL ESCALATION AND NO. OF LOADS PER DAY ***** FOB \$15.75/TON	172 ROUTE 9 FISHKILL NY ***** 25 WEST HOOK RD HOPEWELL JCT. NY
WASHED CRUSH STONE ¾" DELIVERED	<u>¾"</u> <u>DELIVERED</u> WEST HOOK & GRAVEL PO BOX 16 CROSS RIVER, NY 10518	DELIVERED \$19.75/TON	25 WEST HOOK ROAD HOPEWELL JUNCTION NY 12533
WASHED CRUSHED STONE ½" FOB	<u>½"</u> <u>FOB</u> THALLE INDUSTRIES 172 ROUTE 9 FISHKILL NY 12524	FOB \$16.50/TON	172 ROUTE 9 FISHKILL NY 12524
WASHED CRUSHED STONE ½" DELIVERED	<u>½"</u> <u>DELIVERED</u> THALLE INDUSTRIES 172 ROUTE 9 FISHKILL NY 12524	DELIVERED 20.00/TON	172 ROUTE 9 FISHKILL NY 12524
WASHED CRUSHED STONE 3/8" FOB	<u>3/8"</u> <u>FOB</u> WEST HOOK SAND & GRAVEL PO BOX 16 CROSS RIVER, NY 10518	FOB \$14.25/TON	25 WEST HOOK ROAD HOPEWELL JUNCTION NY 12533
WASHED CRUSHED STONE 3/8" DELIVERED	<u>3/8"</u> <u>DELIVERED</u> WEST HOOK SAND & GRAVEL PO BOX 16 CROSS RIVER, NY 10518	DELIVERED \$18.25/TON	25 WEST HOOK ROAD HOPEWELL JUNCTION NY 12533
WASHED CRUSHED STONE ¼" FOB	<u>¼"</u> <u>FOB</u> WEST HOOK SAND & GRAVEL	FOB \$15.25/TON	25 WEST HOOK ROAD HOPEWELL JUNCTION NY 12533
WASHED CRUSHED STONE ¼" DELIVERED	<u>¼"</u> <u>DELIVERED</u> THALLE INDUSTRIES 172 ROUTE 9 FISHKILL NY 12524	DELIVERED \$20.00/TON	172 ROUTE 9 FISHKILL NY 12524

PRODUCT	NAME OF ACCEPTING BID	AWARD PRICE	LOCATION
WASHED CRUSHED STONE 3/8" -1/2" FOB	<u>3/8" - 1/2"</u> <u>FOB</u> WEST HOOK SAND & GRAVEL PO BOX 16 CROSS RIVER, NY 10518	FOB \$14.25/TON	25 WEST HOOK ROAD HOPEWELL JUNCTION NY 12533
WASHED CRUSHED STONE 3/8"- 1/2" DELIVERED	<u>3/8" - 1/2"</u> <u>DELIVERED</u> WEST HOOK SAND & GRAVEL PO BOX 16 CROSS RIVER, NY 10518	DELIVERED \$18.25/TON	25 WEST HOOK ROAD HOPEWELL JUNCTION NY 12533
MFG'D CRUSHED ITEM 4 FOB	<u>ITEM 4</u> <u>FOB</u> THALLE INDUSTRIES 172 ROUTE 9 FISHKILL NY 12524 ***** TILCON NEW YORK INC	FOB \$12.95/TON *AWARDED TO THALLE DUE TO DISTANCE, COLOR, FUEL ESCALATION AND NO. OF LOADS PER DAY ***** FOB \$12.00/TON	172 RTE 9 FISHKILL NY 12524 ***** SHEAFE RD NEW HAMBURG NY
MFG'D ITEM 4 DELIVERED	<u>ITEM 4</u> <u>DELIVERED</u> THALLE INDUSTRIES 172 RTE 9 FISHKILL NY	DELIVERED \$16.45/TON	172 RTE 9 FISHKILL NY 12524
STONE FILLINGS FOB & DELIVERED	<u>FINE STONE</u> <u>FOB</u> TILCON INC 162 OLD MILL ROAD WEST NYACK, NY 10994 ----- <u>FINE STONE</u> <u>DELIVERED</u> THALLE INDUSTRIES 172 ROUTE 9 FISHKILL, N12524	FOB \$18.00/TON ----- DELIVERED \$22.50/TON	SHEAFE ROAD NEW HAMBURG, NY ----- 172 RTE 9 FISHKILL, NY
	<u>LIGHT STONE</u> <u>FOB</u> THALLE INDUSTRIES 172 RTE 9 FISHKILL NY 12524 ***** PUTNAM MATERIAL	FOB \$19.00 *AWARDED TO THALLE DUE TO DISTANCE, FUEL ESCALATION AND NO. OF LOADS PER DAY ***** FOB \$18.50	172 RTE 9 FISHKILL, NY 12524 ***** RTE 311 PATTERSON, NY

STONE FILLINGS FOB & DELIVERED (CON'T)	<u>LIGHT STONE</u> <u>DELIVERED</u> THALLE INDUSTRIES 172 RTE 9 FISHKILL NY 12524	DELIVERED \$22.50/TON	172 RTE 9 FISHKILL NY
	<u>MEDIUM STONE</u> <u>FOB</u> THALLE INDUSTRIES 172 RTE 9 FISHKILL NY ***** PUTNAM MATERIALS	FOB \$25.50/TON *AWARDED TO THALLE DUE TO DISTANCE, COLOR, FUEL ESCALATION AND NO. OF LOADS PER DAY ***** ** FOB \$18.50/TON	172 RTE 9 FISHKILL NY ***** RTE 311 PATTERSON NY
	<u>MEDIUM STONE</u> <u>DELIVERED</u> HAROLD LYONS & SONS 3175 RTE 9 COLD SPRING NY	DELIVERED \$22.90/TON	3175 RTE 9 COLD SPRING NY
	<u>HEAVY STONE</u> <u>FOB</u> THALLE INDUSTRIES 172 RTE 9 FISHKILL NY 12524 ***** TILCON NEW YORK INC <u>HEAVY STONE</u> <u>DELIVERED</u> HAROLD LYONS & SONS 3175 RTE 9 COLD SPRING NY 10516	FOB \$25.50/TON *AWARDED TO THALLE DUE TO DISTANCE, COLOR, FUEL ESCALATION AND NO. OF LOADS PER DAY ***** *** FOB \$25.00/TON DELIVERED \$27.90/TON	172 RTE 9 FISHKILL NY ***** SHEAFE RD NEW HAMBURG NY 3175 RTE 9 COLD SPRING NY
SAND FOR SNOW AND ICE CONTROL FOB	<u>FOB</u> THALLE INDUSTRIES 172 RTE 9 FISHKILL NY 12524 ***** TILCON NEW YORK INC	FOB \$13.95/TON *AWARDED TO THALLE DUE TO DISTANCE, FUEL ESCALATION AND NO. OF LOADS PER DAY ***** FOB \$13.00/TON	172 RTE 9 FISHKILL NY 12524 ***** SHEAFE RD NEW HAMBURG NY
SAND FOR SNOW AND ICE CONTROL DELIVERED	<u>DELIVERED</u> THALLE INDUSTRIES 172 RTE 9 FISHKILL NY 12524	DELIVERED \$17.45/TON	172 RTE 9 FISHKILL NY

CURB MIX WITH RAP	<u>CURB MIX WITH RAP</u> PECKHAM MATERIALS 20 HAARLEM AVENUE WHITE PLAINS NY 10603	FOB \$80.00/TON	RTE 9 MONTROSE NY RTE 6 CARMEL NY
STONE SCREENINGS FOB	<u>FOB</u> THALLE INDUSTRIES 172 RTE 9 FISHKILL NY 12524 TILCON NEW YORK INC.	FOB \$13.95/TON *AWARDED TO THALLE DUE TO DISTANCE, FUEL ESCALATION AND NO. OF LOADS PER DAY ***** *** FOB \$13.00/TON	172 RTE 9 FISHKILL NY ***** SHEAFE ROAD NEW HAMBURG NY
STONE SCREENINGS DELIVERED	<u>DELIVERED</u> THALLE INDUSTRIES 172 RTE 9 FISHKILL NY 12524	DELIVERED \$17.45/TON	172 RTE 9 FISHKILL NY

LAW OFFICES

EDWARD W. DOYLE

67 HUDSON RIDGE

P. O. BOX 7

GARRISON, N.Y.10524

845-424-3299

October 22, 2012

To: Supervisor and Town Board

From: Edward W. Doyle, Town Attorney

Re: Resignation as Town Attorney

It has been an honor for me to serve as the Town Attorney of The Town of Philipstown for thirty-three years. I have thoroughly enjoyed the privilege of representing the many outstanding Town Officials during that period.

However, the time has come when I wish to follow other personal interests. Time and distance requirements to pursue them regretfully will not allow me to also continue as Town Attorney. Therefore, I must resign my position effective December 30, 2012.

I cannot submit this letter without recognizing and thanking the many Town Officials, Employees, Board and Committee members, Staff and Volunteers who have helped me with so much dedication, ability and good cheer during this time. Our entire Town is truly blessed to have them fill their roles so competently.

Thank you again for the opportunity to have been of service.

Sincerely yours,

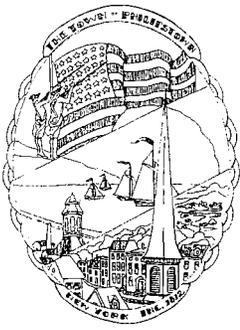


Edward W. Doyle, Town Attorney

cc: Tina Merando, Town Clerk
Susan Kenney, Controller

E-Philipstown-Resignation (10-22-12)

received
10/22/12
cc:TB



14

TOWN OF PHILIPSTOWN

238 Main St. P.O. Box 155 Cold Spring, NY 10516

RICHARD SHEA, SUPERVISOR

(845) 265-3329

TINA M. MERANDO
TOWN CLERK AND TAX COLLECTOR

EDWARD W. DOYLE
TOWN ATTORNEY

BETTY BUDNEY, COUNCILWOMAN
JOHN VAN TASSEL, COUNCILMAN
NANCY MONTGOMERY, COUNCILWOMAN
DAVID MERANDY, COUNCILMAN

November 19, 2012

Honorable Mayor Seth Gallagher
Village of Cold Spring
85 Main St.
Cold Spring, New York 10516

Honorable Mayor Thomas Corless
Village of Nelsonville
258 Main St.
Nelsonville, New York 10516

The Town of Philipstown is intending to apply for the All Hazards Mitigation Planning Grant in the amount of \$60,000.00. Please see the attached Resolution in Support of the Grant Application.

Kevin Donohue our Code Enforcement Officer is going to be submitting the application for the Grant and he can be reached at 845-265-5200 to answer any questions regarding the distribution of the 25% of the cost if we are successful in being awarded this Grant.

At this time the Town of Philipstown is asking both the Village of Cold Spring and the Village of Nelsonville to pass Resolutions authorizing him to submit a letter of interest to the NYS Division of Homeland Security for a Multi-Jurisdictional All-Hazards Mitigation Planning Grant.

Thank you for your cooperation and my office will keep all informed of the progress of this grant application.

Sincerely,


Richard Shea
Supervisor

cc: K.C. Donohue, Code Enforcement

RE: In Support of Grant Application for Hazard Mitigation Plan

Supervisor/Mayor _____ offers the following and moves its adoption:

WHEREAS, to effectively reduce future disaster damages, public expenditure, private losses and the Town's and Village's vulnerability to natural hazards, the Towns of Philipstown, Village of Cold Spring and the Village of Nelsonville, would like to develop a Multi-Jurisdictional All Hazard Mitigation Plan; and

WHEREAS, federal funding administered by the State to develop a comprehensive hazard mitigation program is available through the Hazard Mitigation Grant Program to cover up to 75% of the cost; now therefore be it

RESOLVED, that the Town/Village Board hereby memorializes its intent to apply for All-Hazards Mitigation Planning Grant in the amount of \$60,000.00 and be it further

RESOLVED, that the Supervisor is hereby authorized to submit a Letter of Interest to the NYS Division of Homeland Security and Emergency Services for a Multi-Jurisdictional All-Hazards Mitigation Planning Grant to ensure eligibility of future hazard mitigation funding.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information

15

Program Title: Philipstown Youth Services Center	QYDS ID# (For County Use Only):	Program Year: 2012
--	---------------------------------	------------------------------

Direct Services will NOT be provided by this program

FUNDING INFORMATION

Funding Category: YDDP	County: Putnam
Funding Type: Youth Service	Sponsoring County/Municipality: Town of Philipstown

FUND AMOUNTS

Total Program Amount: 1874	
OCFS Funds Requested: 937	
Youth Bureau Allocated (Youth Bureau ONLY):	
60% State Aid [RHYA Programs ONLY]	% Tax Match
% Agency Cash:	% In Kind

AUTHORIZED VOUCHER SIGNEE

Last Name: Shea
First Name: Richard
Title: Town Supervisor
Last Name:
First Name:
Title:

AGENCY/MUNICIPALITY INFORMATION:

This Agency is:
 Private, Not for Profit Public Religious Corporations

Federal ID #: 14-6002369	Charities Reg. #:	Last Name: Stickle	First Name: Amber
Agency Website:		Title: Recreation Supervisor	
Implementing Agency/Municipality: Philipstown Recreation Department		Phone Number: 845-424-4618	Extension:
Mailing Address: 238 Main Street PO Box 155		Fax Number: 845-265-3958	E-Mail: amber@philipstownrecrea
Address Line 2:		PERIOD OF ACTUAL PROGRAM OPERATION:	
City: Cold Spring	State: NY	Zip Code: 10516	FROM: 1/1/2012
			TO: 12/31/2012

EXECUTIVE DIRECTOR FOR AGENCY/MUNICIPALITY

Last Name: Shea	First Name: Richard	FROM: 9:00 a.m.	TO: 5:00 p.m.
Title: Town Supervisor		<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Other (Explain)	
Phone Number: 845-265-5200	Extension:		
Fax Number: 845-265-3958	E-Mail: supervisor@philipstown.c		

Check if: Joint Program

1. Name of participating municipalities: _____

2. Name of primary disbursing municipality: _____

Check if: Purchase of Service

1. Agency providing service: _____

2. Agency purchasing service: _____

EXECUTIVE DIRECTORY/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

**NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information**

Program Title: Philipstown Youth Recreation	GYDS ID# (For County Use Only):	Program Year: 2012
---	---------------------------------	------------------------------

Direct Services will NOT be provided by this program

FUNDING INFORMATION

Funding Category: YDDP	County: Putnam
Funding Type: Recreation	Sponsoring County/Municipality: Town of Philipstown

FUND AMOUNTS

Total Program Amount: #2090	
OCFS Funds Requested: 1045	
Youth Bureau Allocated (Youth Bureau ONLY):	
60% State Aid [RHYA Programs ONLY]	% Tax Match
% Agency Cash:	% In Kind

AUTHORIZED VOUCHER SIGNEE

Last Name: Shea	
1. First Name: Richard	
Title: Town Supervisor	
Last Name:	
2. First Name:	
Title:	

AGENCY/MUNICIPALITY INFORMATION:

This Agency is: <input type="checkbox"/> Private, Not for Profit <input checked="" type="checkbox"/> Public <input type="checkbox"/> Religious Corporations			
Federal ID #: 14-6002369	Charities Reg.#:	CONTACT PERSON FOR AGENCY/MUNICIPALITY:	
Agency Website:	Last Name: Stickle		First Name: Amber
Implementing Agency/Municipality: Philipstown Recreation Department	Title: Recreation Supervisor		Extension:
Mailing Address: 238 Main Street PO Box 155	Phone Number: 845-424-4618	E-Mail: amber@philipstownrecreation.org	
Address Line 2:	Fax Number: 845-265-3958	E-Mail: 845-424-4618	

PERIOD OF ACTUAL PROGRAM OPERATION:

FROM: 1/1/2012	TO: 12/31/2012
--------------------------	--------------------------

EXECUTIVE DIRECTOR FOR AGENCY/MUNICIPALITY

Last Name: Shea	First Name: Richard	FROM: 9:00 a.m.	TO: 5:00 p.m.
Title: Town Supervisor		<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Other (Explain)	
Phone Number: 845-265-5200	Extension:		
Fax Number: 845-265-3958	E-Mail: supervisor@philipstown.c		

Check if: Joint Program

1. Name of participating municipalities: _____

2. Name of primary disbursing municipality: _____

Check if: Purchase of Service

1. Agency providing service: _____

2. Agency purchasing service: _____

EXECUTIVE DIRECTORY/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.



17
Town Supervisor <supervisor@philipstown.com>

Resolution

1 message

Andrew T. Chmar <andrew.chmar@hhlt.org>
To: supervisor@philipstown.com
Cc: townclerk@philipstown.com, Katrina Shindledecker <katrina.shindledecker@hhlt.org>

Tue, Nov 27, 2012 at 1:08 PM

Richard,

It's grant season again with the Land Trust Alliance. As such, we're hoping that you'll put the attached resolution on the board's agenda for consideration at the next opportunity. Through this grant, we're hoping to create another job in Philipstown, while also achieving the outcomes outlined in the resolution.

If adopted, I'll be happy to pick it up whenever available; or better yet would be to have it e-mailed back to me or Katrina, as it will be submitted with the electronic grant application in .pdf format.

Thanks for yours and Tina's assistance with this. Let me know if either of you need anything further.

Regards, Andy

Andrew T. Chmar

Executive Director

Hudson Highlands Land Trust

(845)424-3358

www.hhlt.org



 Philipstown HHLT RESOLUTION.doc
25K

RESOLUTION

WHEREAS, the HUDSON HIGHLANDS LAND TRUST is applying for a two-year \$60,000 Professional Development grant through the New York State Conservation Partnership Program, a partnership between the Land Trust Alliance and the State of New York; and,

WHEREAS, through its recently adopted 5-Year Strategic Plan the Land Trust has identified a critical need for a Land Steward to properly monitor and steward the lands it's preserved through conservation easement donations; and,

WHEREAS, the Land Trust has permanently protected over 1700 acres of land within its mission area through its conservation easement work with private landowners, along with at least an additional 1000 acres added to local state parks in its role as 3rd party facilitator with NYS agencies, thus furthering the conservation interests of the State of New York and the residents of Philipstown; and,

WHEREAS, the Hudson Highlands Land Trust has been a trusted partner with, and supporter of, the TOWN OF PHILIPSTOWN on a variety of projects during the past decade, including: sponsoring the Philipstown 2020 forum, development of a community-wide Natural Resources and Open Space Plan, completing the first-ever Philipstown Buildout Analysis, underwriting the Townwide Cleanup in 2010 and 2011, and assisting with residents' work from 2006 to 2011, which resulted in the adoption of Town-wide zoning in 2011, a local law that will ensure the protection of our community's character and natural resources for decades to come; and,

WHEREAS, the Land Trust makes assisting local municipalities, with its unique resources, one of its primary goals for achieving its mission of protecting natural resources, rural character, and scenic beauty in the Hudson Highlands; and,

WHEREAS, the addition of a Land Steward to the staff will further ensure HUDSON HIGHLANDS LAND TRUST continues its unparalleled work on behalf of the TOWN OF PHILIPSTOWN by preserving more land, ensuring the lands it's already protected are properly managed, and providing natural resources expertise to localities;

NOW, THEREFORE, in consideration of the foregoing be it resolved that the governing board of the TOWN OF PHILIPSTOWN hereby does endorse the application for a grant under the New York State Conservation Partnership Program for a project known as the **Building on Past Success: Putting the HHLT Land Protection Plan and Strategic Plan (2013 – 2017) into Action**

**DRAKE LOEB HELLER
KENNEDY GOGERTY
GABA & RODD_{PLLC}
ATTORNEYS AT LAW**

18
555 Hudson Valley Avenue, Ste. 100
New Windsor, New York 12553

Phone: 845-561-0550
Fax: 845-561-1235
www.drakelob.com

James R. Loeb
Richard J. Drake
Glen L. Heller*
Mariana R. Kennedy
Gary J. Gogerty
Stephen J. Gaba
Adam L. Rodd
Domonic Cordisco
Timothy P. McElduff, Jr.
Ralph L. Pughelle, Jr.

Nicholas A. Pascale
Benjamin M. Wilkinson

*LL.M. in Taxation

November 26, 2012

ATTN: RICHARD SHEA
Town Board
Town of Philipstown
238 Main Street
P.O. Box 155
Cold Spring, New York 10516

Re: Escrow funds on Mary Ellen Finger Planning Board application.

Dear Supervisor Shea:

At the November 15, 2012 Town Planning Board meeting, the Planning Board determined that the application of Mary Ellen Finger has been completed and that the escrow funds being held by the Town can be released back to the applicant on condition that all consultants confirm that no bills are outstanding. I am advised that there are no outstanding bills for the engineering or planning consultants. My final bill through November 1, 2012 has been submitted and any amount held in escrow in excess of the outstanding bill may be released.

If you have any questions or comments feel free to contact me. Thank you.

Very truly yours,



STEPHEN J. GABA

SJG/ev/263042
cc: Planning Board

*Rec'd 10/30/12
To Tina For Agenda
cc: A. Gallagher
M. Leonard*

Writer's Direct
Phone: 845-458-7310
Fax: 845-458-7311
sgaba@drakelob.com

19



Town Clerk <townclerk@philipstown.com>

I am stepping aside so another can participate.

1 message

Seth Dinitz <sdinitz@philipstown.com>

Wed, Nov 28, 2012 at 8:44 AM

To: marzollo <marzollo@me.com>, John Maasik <jmaasik@philipstown.com>, Bill Mazzuca <bmazzuca@philipstown.com>, John VanTassel <jvantassel@philipstown.com>, Amber Stickle <amber@philipstownrecreation.com>, Town Clerk <townclerk@philipstown.com>, Stephanie Hawkins <peashoot@gmail.com>, Claudio Marzollo <cmarzollo@philipstown.com>, David Merandy <dmerandy@philipstown.com>, John Maasik <jmaasik@gmail.com>, pcotennec <pcotennec@aol.com>, philipstown <philipstown@aol.com>, Al Zgolinski <azgolinski@philipstown.com>, "Zgolinski, Albert G." <zgolinski@pbworld.com>, Stephanie Hawkins <shawkins@philipstown.com>, sdinitz <sdinitz@aol.com>

Experience counts for alot.

For that reason, I wish to thank each and every one of you for the chance you gave me to participate in our Town's administration.

Looking ahead, with the coming new year and the exciting projects that are unfolding, I think this is a perfect time for me to step aside and make room at the table so another member of our community can have the chance to make their contribution.

Change can be a wonderfully positive thing.

New ideas, new perspectives bring new possibilities for even greater success.

So in that spirit, I hereby resign from my position as member of the Philipstown Recreation Commission effective today, November 28, 2012.

Very truly yours,
Seth Dinitz

20



Town Clerk <townclerk@philipstown.com>

rec fee and escrow refund

1 message

horsemen@localnet.com <horsemen@localnet.com>

Fri, Nov 30, 2012 at 11:04 AM

To: "townclerk@philipstown.com" <townclerk@philipstown.com>

Dear Tina,

Please put my name on the agenda so that I may request the refund of overpaid rec fees and the balance of my Planning Board escrow fund at the December monthly meeting.

Thank you,

Mary Ellen Finger