

March 13, 2015
March 16, 2015
April 1, 2015

**Town Board Monthly Meeting
April 9, 2015 7:30 p.m.
Town Hall, 238 Main St., Cold Spring, NY**

SALUTE TO THE FLAG

STATE OF THE TOWN ADDRESS

REVIEW OF MINUTES

- Monthly Town Board Meeting of March 5, 2015
- Special Meeting of March 6, 2015
- Bid Opening of March 18, 2015 – South Mountain Pass
- Weekly Town Board Meeting of March 18, 2015

COMMITTEE REPORTS

1) CB	2) Recreation	3) Recycling	4) Planning Board
5) Zoning	6) Highway	7) Building & Land Acquisition	8) Butterfield
Library	9) Putnam County Legislator		

AGENDA

1. Resolution scheduling a Public Hearing on the 2015 Cablevision Franchise Agreements for a period of ten (10) years.
2. Resolution appointing Mark Galezo (*term expires March 3, 2016*) as Chairman of the Conservation Board effective immediately. (*Eric Lind, Interim Chair will remain a member*)
3. Resolution accepting the resignation of Cecily Hall as a member of the Recreation Commission effective February 6, 2015.
4. Resolution approving the 2014 Conservation Board's Annual Report and authorize Town Clerk Merando to forward said report to the New York State Department of Environmental Conservation for filing.
5. Resolution accepting the resignation of Dave Merandy as Town Councilman effective April 5, 2015

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6. Resolution appointing a new member of the Town Board to replace Dave Merandy.
7. Resolution authorizing Town Clerk Merando to advertise for proposals for the 2015 landscaping at the Town's Cemeteries.
8. Resolution authorizing a donation in the amount of \$300.00 to the Nelsonville Fish & Fur for this years "Kids Fishing Day" scheduled for May 3, 2015.
9. Resolution authorizing Supervisor Shea to sign the CSEA Contract for the Highway Department.
10. Code Enforcement Monthly Report.
11. Schedule Workshops/Meetings
12. Any other business that may come before the Town Board.

AUDIENCE

VACANCIES

Recreation Commission (1)
Board of Assessment Review (1)
CV Park District Advisory Committee (4)
CV Water District Advisory Committee (3)

APPROVAL OF VOUCHERS

General Highway CVPD CVWD

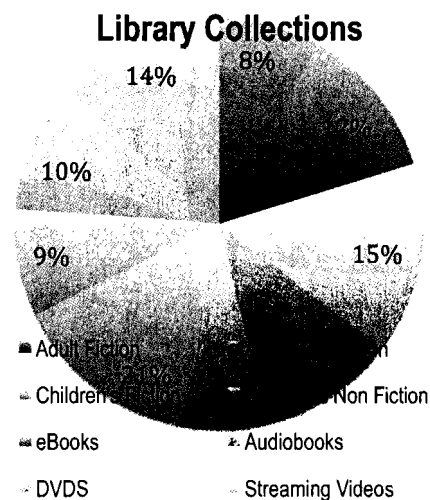
ADJOURNMENT

Town of Philipstown
 April 2015 Monthly Board Meeting
 Butterfield Library Report

- Annual report statistics from 2014 show an increase in WIFI & computer usage, as well increased use of paid online resources (ancestry.com, online practice tests, etc.).
-

ITEMS CIRCULATED in 2014

Adult Materials	29,423
Children's Materials	16,479
Total Materials	45,902
Inter Library Loans	8,867
TOTAL Butterfield CIRCULATION:	54,769



- Museum passes also saw an increase in use - over 500 tickets being used for the Museum of Natural History alone.
- The library offers home delivery to any Philipstown resident that is homebound. Please contact the library for details.
- *Writers Reading* at the Library celebrates National Poetry Month with a reading from Poet Molly McGlennen on Thursday, April 30th 6- 8 PM. McGlennen's poetry has appeared in Sentence, Yellow Medicine Review, to name a few. Molly is an Associate Professor of English at Vassar College. This program is made possible, in part, through the Putnam Arts Council's Art's Link Grant Program with public funds from Putnam County.
- The library will hold two public information meetings regarding their May 19th vote:
 Wednesday, April 22nd at 7 PM
 Sunday, April 26th at 3 PM

For more information regarding the vote, visit butterfieldlibrary.org (click VOTE INFO)

Monthly Town Board Meeting
March 5, 2015

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
	John Van Tassel	Councilman
	Michael Leonard	Councilman
	Dave Merandy	Councilman
ABSENT:	Nancy Montgomery	Councilwoman

Supervisor Shea opened the meeting with the Salute to the Flag by Boy Scout Troop #437.

Supervisor Shea then started the meeting saying, "tonight we all meet with a heavy heart with the passing of Betty Budney". He said that we join with her family in grieving her passing. She was just an extraordinary person. It is a profound sense of loss and he asked everyone for a moment of silence.

REVIEW OF MINUTES

The Minutes of the Philipstown Depot Theatre Development Annual Meeting of January 8, 2015, were reviewed.

Councilwoman Montgomery made a motion, seconded by Councilman Merandy and unanimously carried, that the Minutes of the Philipstown Depot Theatre Development Annual Meeting of January 8, 2015, are hereby approved as presented.

The Minutes of the Re-Organizational Meeting of January 8, 2015 were reviewed.

Councilman Leonard made a motion, seconded by Councilman Merandy and unanimously carried, that the Minutes of the Re-Organizational Meeting of January 8, 2015, are hereby approved as presented.

The Minutes of the Monthly Town Board Meeting of January 8, 2015, were reviewed.

Councilwoman Montgomery made a motion, seconded by Councilman Merandy and unanimously carried, that the Minutes of the Monthly Town Board Meeting of January 8, 2015, are hereby approved as presented.

The Minutes of the Bid Opening – Bulk Fuel of January 21, 2015, were reviewed.

Councilman Van Tassel made a motion, seconded by Councilman Leonard and unanimously carried, that the Minutes of the Bid Opening – Bulk Fuel of January 21, 2015, are hereby approved as presented.

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The Minutes of the Public Hearing – Wind Turbine of January 28, 2015, were reviewed.

Councilwoman Montgomery made a motion, seconded by Councilman Van Tassel and unanimously carried, that the Minutes of the Public Hearing – Wind Turbine of January 28, 2015, are hereby approved as presented.

The Minutes of the Weekly Town Board Meeting of January 28, 2015, were reviewed.

Councilman Leonard made a motion, seconded by Councilman Van Tassel and unanimously carried, that the Minutes of the Weekly Town Board Meeting of January 28, 2015, are hereby approved as presented.

The Minutes of the Monthly Town Board Meeting of February 5, 2015, were reviewed.

Councilman Leonard made a motion, seconded by Councilwoman Montgomery and unanimously carried, that the Minutes of the Monthly Town Board Meeting of February 5, 2015, are hereby approved as presented.

Special Meeting – Friends of Philipstown Recreation

COMMITTEE REPORTS

CB – Councilman Leonard reported that there was one item on the agenda; Banker application. He reported that Eric Lind is stepping down as Chairman and that Mark Galezo will step up to take the position. He said that Mr. Galezo has great credentials, especially in the construction area. He would like the Board to consider appointing Mr. Galezo as Chairman. They also discussed Stormwater Management. The Wetland Inspector is providing some guidance to the Fish Library regarding water runoff issues. He also discussed the removal of the billboard on Route 9 and how it effects Stormwater management. In addition he is in discussions with Continental Village on Stormwater and the next meeting will be May 1, 2015 @ 8:00pm at the clubhouse. This is a Townwide meeting and anyone who is interested can attend. The next CB meeting will be March 10, 2015.

RECREATION – Councilman Van Tassel reported that he attended the March 2, 2015 meeting at which time the minutes and financial report was given. The winter carnival was a success and the ice skating rink was now open. The summer book will be out next week. Camp registration will begin March 16, 2015. The annual Pasta & Bingo event will take place on March 13, 2015 and the park opens for the season on April 18, 2015. The next meeting will be March 31, 2015.

RECYCLING – Councilwoman Montgomery reported that there was nothing to report this month.

PLANNING BOARD - Councilman Merandy reported that the meeting took place on February 19, 2015. There were two items on the agenda: Gecks and Hudson Highlands Reserve application. There will be no meeting this month due to the lack of agenda items.

ZONING – Councilman Van Tassel reported that the meeting took place on February 23, 2015 and there was one item on the agenda: Stellmacher. There will be no meeting in March. The next meeting will be April 13, 2015.

HIGHWAY – Councilman Van Tassel read the report submitted by Roger Chirico, Highway Superintendent that is on file at the Town Clerks office.

BUILDING & LAND ACQUISITION – Supervisor Shea reported that the sale of the VFW is moving ahead.

PUTNAM COUNTY LEGISLATOR – Legislator Scuccimarra said that the Health Department has taken over the NARCAN Training. Councilwoman Montgomery said that it is her understanding that not all the Sheriffs have been trained. Legislator Scuccimarra answered that they were all trained, that only the Cold Spring Police have not been trained. She then went on to say that training will be available to the general public. Councilman Van Tassel asked if NARCAN was available in the schools. Legislator Scuccimarra did not believe that it was. On March 11, 2015 at 6:00pm at the Butterfield Library the Coalition will be reviewing the Prevention Need Assessment Survey Results. Also on May 1, 2015 the Mid-Hudson Substance Abuse Prevention Conference will be held at the Fishkill Ramada. Anyone interested can contact the Coalition for more info.

The full March Legislative Meeting passed a resolution calling for more extensive and thorough removal of PCB's in the Hudson River.

Legislator Scuccimarra was happy to report that her polystyrene ban was passed by the Legislature, unanimously. As of June they will no longer be using polystyrene at the County level.

She and Bill Gouldman of Putnam Valley met with Ken Ross, Chief of the Putnam County ASPCA to discuss an animal abuse registry.

Supervisor Shea asked Legislator Scuccimarra for her help in securing space for Ed Cleary and the WICK program since they are selling the VFW

BUTTERFIELD LIBRARY REPORT – Councilwoman Montgomery reported that the NYS report has just been submitted and will be on the library website. The library will be offering two free camps this summer thanks to a private grant. Need computer help? Just come in or call to schedule an appointment. The library will be offering 3D printer programs for all ages. Make an appointment by calling Gillian

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Thorpe at 265-3040. Did you know that the library offers meeting space, tables, and projection equipment? If interested please contact the library. Councilwoman Montgomery talked about an event she planned at the library that has been postponed again until April 16, 2015 - "I Remember Philipstown 1955". Please share your stories.

**TOWN OF PHILIPSTOWN
MONTHLY REPORT OF TOWN SUPERVISOR
MONIES RECEIVED AS OF MARCH 5, 2015**

GENERAL & PART-TOWN FUNDS

T.C. Fees – 1/15	137.76
T.C. Dog Fees – 1/15	520.00
Rec. Community	79.65
Justice Fees – 1/15	4,398.00
Justice Fees – 1/15	3,68.00
Tax Coll. CV Fire	259,607.56
Tax Coll. TW Pro Rata	175.75
Tax Coll. T.O.V. Pro Rata	1,366.55
Tax Coll. Surplus	.14
Rec. Fee Additional 12/14	1,884.46
Rec. Fee 1/15	32,921.90
NYS Ck Justice Grant	12,104.10
CTV Fee 2014	13,019.00
CTV Fee 2014	19,950.00
Bldg. Fee 2/15	7,366.00
Bank Interest	30.18

HIGHWAY FUND

Put Co. Gas	243.81
Put. Co. Gas	972.23
Put. Co. Gas	501.60
Bank Interest	45.80

CONTINENTAL VILLAGE WATER DISTRICT

Bank Interest	2.91
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CONTINENTAL VILLAGE PARK DISTRICT

Clubhouse Fees	175.00
Bank Interest	6.64

AGENDA

- 1. Resolution expressing concerns about transporting crude oil by rail, barge and ship, and calling upon Federal/State Agencies to enact stringent rules and regulations for such transport as well as alternative means for transportation and distribution of crude oil.**

RESOLUTION #-2015

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

WHEREAS, crude oil is increasingly being transported along railroads from production fields in the west (particularly from the Bakken shale oil formation of North Dakota and heavy tar sands oil fields of Alberta, Canada) and along the CSX River Subdivision tracks along the west side of the Hudson River through the Hudson Highlands and beyond. Oil is also transported to ports including Albany, New York for transfer to barges and ships traveling on the Hudson River through the Hudson Highlands to East Coast refineries; and

WHEREAS, approximately two crude oil unit trains per day currently travel the Hudson Highlands immediately across from Philipstown in Putnam County; and

WHEREAS, approximately one articulated barge per day carrying 4 million gallons and one tanker per week carrying 7 million gallons currently pass through the Hudson Highlands on the Hudson River; and

WHEREAS, crude oil from the Bakken shale deposits have been proven to be far more explosive and more corrosive than typical crude oils, and heavy sinking oils from tar sands formations have been found to be more viscous than typical crude oils, making the protection of public safety and environmental health from these particular types of oils, as well as spill response and remediation, more difficult and more dangerous; and

WHEREAS, tourism supported by the pristine and natural environmental and unique landscapes of the Hudson Highlands is a key part of Philipstown's economy; and

WHEREAS, several habitats in the Hudson River in the vicinity of Philipstown have been designated by the State as Significant Coastal Fish and Wildlife Habitats including Constitution Marsh and the US EPA spent 10 years on remediation of Cadmium deposits in the Marsh adjacent to the West Point Foundry Preserve; and

WHEREAS, the tidal nature of the Hudson River could cause oil from a spill to be quickly transported both up and down the river harming fish and wildlife permanently damaging Constitution Marsh; and

WHEREAS, crude oil is mainly transported in class DOT-111 rail tank cars designed for general purpose liquid transport, not for hazardous cargos, despite the fact that these railcars lack even the basic safety measures (such as shields, pressure vents, or double

hulls) despite repeated recommendations from the National Transportation Safety Board over the past thirty years (most recently in March 2012 and January 2014) that they not be used for crude oil transport; and

WHEREAS, class DOT-111 railcars are unacceptably dangerous, particularly in light of railroad enforcement, inspection, oversight and safety, highlighted by the testimony of the Chair of the Surface Transportation Board who testified in April, 2014 that “no community is prepared for the worst case scenario” for crude oil-by-rail disasters; and

WHEREAS, there have been a series of crude oil derailments in the United States and Canada that have led to loss of life, loss of property and significant economic and environmental damage, including the loss of 47 lives in Lac-Megantic, Quebec in July 2013; and

WHEREAS, there has been at least five oil train derailments with railroad cars carrying Bakken oil in New York State since December 2013, including those in West Nyack, Town of Ulster, Selkirk, Cheektowaga and Albany; and

WHEREAS, joint state-federal “inspection blitzes” have identified dozens of train and rail car safety defects requiring corrective action in rail yards in Albany and Buffalo, highlighting the risks facing our communities and environment, but no such inspections have been performed on tracks through the Hudson Highlands; and

WHEREAS, recent barge accidents resulting in petroleum spills in the Mississippi River and Galveston Bay have shown that even double-hulled vessels are not protective in all accidents; and

WHEREAS, on January 28, 2014 New York State Governor Andrew Cuomo signed an Executive Order recognizing that crude oil transportation by rail car and river vessels present an ongoing major risk to New York Communities and the environment, shortly after two safety recommendations by the National Transportation Safety Board reached the same conclusion and called for major system-wide reforms;

NOW THEREFORE, BE IT RESOLVED, that the Philipstown Town Board recognizes that the transport of crude oil, especially Bakken and heavy crudes, by rail and marine vessel through our community presents an immediate significant risk for people, our economy and the environment of our region; and be it further

RESOLVED, that the Philipstown Town Board calls upon the United States Department of Transportation, the United States Environmental Protection Agency, the New York State Department of Transportation (DOT) and Department of Environmental Conservation (DEC) to: immediately order a full environmental impact study of the potential impacts of increased crude oil transport by train, barge, or ship through the Hudson Highlands, and to enact stringent rules and regulations for the transportation of crude oil; and be it further

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RESOLVED, that the Philipstown Town Board urges and encourages federal and state agencies to explore and develop alternative means for the distribution and transportation of crude oil; and be it further

RESOLVED, the Town Clerk of the Town of Philipstown is hereby authorized to and directed to send copies of this resolution to the United States Department of Transportation, the United States Environmental Protection Agency; U. S. Senator Charles E. Schumer, U. S. Senator Kristen E. Gillibrand, U. S. Congressmen Sean Patrick Maloney; New York State Governor Andrew Cuomo; New York State Department of Environmental Conservation (DEC) Commissioner Joe Martens, New York State Senator Sue Serino; and New York State Assembly member Sandra Galef.

Supervisor Shea invited Mr. Paul Gallay, River Keeper, to the microphone to discuss this issue since he is an expert in this field.

2. Resolution adopting the 2015 Fee Schedule as presented by Kevin Donohue, Code Enforcement Officer

Supervisor Shea clarified that these are only small minor changes.

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby adopts the 2015 Fee Schedule as presented by Kevin Donohue, Code Enforcement Officer effective March 18, 2015.

3. Resolution authorizing Supervisor Shea to sign a letter of support for Barbara Scuccimarra's proposed ban on the use of polystyrene products within food services at County facilities.

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign a letter of support for Barbara Scuccimarra's proposed ban on the use of polystyrene products within food services at County facilities.

4. Code Enforcement Monthly Report

Town Clerk Merando read the monthly report.

5. Schedule Workshops/Meetings.

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Wednesday, March 11, 2015 Workshop - discussion on job descriptions of
Building Department

- 6. Resolution revising the agreement with Drake Loeb PLLC and the Town for representation of the Zoning Board of Appeals from the current arrangement of a fixed retainer of \$1200 per month to an hourly billing rate.**

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby authorizes the revision of the agreement with Drake Loeb PLLC and the Town for representation of the Zoning Board of Appeals from the current arrangement of a fixed retainer of \$1,200 per month to an hourly billing rate at the standard municipal hourly rate of \$175.00 per hour plus disbursements with all time after the first hour of meeting time billed in tenth of an hour increments at the said standard municipal hourly rate to be effective February 1, 2015.

- 7. Any other business that may come before the Board.**

Supervisor Shea was invited to Congressman Maloney's office in Newburgh. He said it was a great opportunity and came away with a lot of information on grants/funding. The Town will be applying for CFA applications when the time comes about. He said that there is a possibility that we can apply for a TIGER grant also. These are grants for consolidation, which is something we need to look into for the Town, Cold Spring and Nelsonville. He thanked Congressman Maloney for hosting the meeting. Councilwoman Montgomery said that if the public is interested in seeing what other towns are doing in the state you could go to "seethroughny.net". There will be a phone conference with Congressman Maloney's D.C. office and Scenic Hudson regarding Tiger grants applications. Legislator Scuccimarra said that she has information, that she had previously gathered, about court consolidation and would be happy to help work on that.

Councilman Van Tassel noted that as he previously mentioned the Town of Philipstown would be hosting a one-hour seminar on March 14, 2015 provided by the American Red Cross and sponsored by the governor's initiative to prepare New Yorkers for an emergency. The seminar will provide information on how to prepare and respond to emergencies in our area. It will provide information on local and regional resources available as well as what you should have ready in your own home. The seminar will take place at the Recreation Center at 1:00 pm.

Supervisor Shea said that they would be wrapping up the negotiations with Cablevision next week. They have donated \$10,000 for computer equipment at Chestnut Ridge for the seniors who do not have access to computers. They are also willing to support us with our video feed.

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He went on to say that the master plan for the Hudson River Fjord Trail has been put into a draft form. He will make an announcement as soon as a meeting is scheduled. The sidewalk project on Fair Street will begin this summer. Supervisor Shea thanked Andy Chmar for all his input.

Councilman Leonard announced that Assemblywoman Galef will have a Town Meeting at the Desmond Fish Library March 7, 2015 from 10:00 am to 12:00 noon. He will also be attending a meeting on March 16, 2015 on the Land Use Leadership Training program sponsored by Pace Law School

Councilman Merandy had a quick comment on the loss of Betty Budney. He said that "Everything about Betty was class and one of the things that defined her was her courage with the loss of her family members in quick succession at the end of her own life and how she dealt with that."

Councilwoman Montgomery said that she did attend the Philipstown Cares Coalition meeting. The main focus was how to address the drug crisis and come up with a mission statement by next months meeting. The discussion was on how to get younger members on the coalition. There will be a panel discussion sponsored by the Walter Hoving Home at Graymoor in April. The other thing she has been working on is attending the MTA Board meeting. She feels that she needs to bring safety issues to the forefront to this board that seems not to have it as part of their conversation. They only meet quarterly and she is encouraging them to have these meetings on a monthly basis. There is a bill before the Senate to extend the deadline for an implementation for positive train control. Her fight is to go there and make sure that this gets done as soon as possible. She asks everyone to write his or her Senators asking that we need this and not to extend it anymore.

Councilman Van Tassel had a quick comment on NARCAN. He said that it is a quick fix and does buy a person some time. It is a completely benign substance. He went on to say that the more people in the community who know how to administer it the more people we would be able to save. He is asking people to come out and get trained, noting that it is given as nasal spray not a needle.

Supervisor Shea explained, in response to an article in the PCNR, that the Town Board meets on Wednesdays all the time. The Town Clerk only needs to be at the workshops when a resolution needs to be passed. There are no hidden agendas. They follow the open meeting laws.

AUDIENCE

Stephanie Hawkins, in her capacity as the Cold Spring Village liaison with the Town Board, thanked the Town Board and the County Legislator for their leadership on behalf of everyone calling for meaningful changes to stop the "bomb" train. She thanked Paul Gallay for his work on informing the leaders on this issue. She went on to contribute to the discussion on NARCAN training. She said that the Cold Spring Police Department did not decline training but prefer that the Sheriff's department handle it. One officer is trained

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on NARCAN and they are working on protocols regarding training. There are some issues on liability and the chain of custody.

VACANCIES

Board of Assessment Review (1)
CV Park District Advisory Committee (3)
CV Water District Advisory Committee (3)

Councilman Van Tassel said that there is an opening on the Recreation Commission. Town Clerk Merando noted that no resignation letter has been received.

RESOLUTION #-2015

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

RESOLVED, that the Town Board authorized Town Clerk Merando to advertise for the opening on the Recreation Commission pending receipt of the resignation letter of Cecily Hall.

APPROVAL OF VOUCHERS

Councilman Leonard made a motion, seconded by Councilman Merandy and unanimously carried that the General Vouchers in the amount of \$502,158.68 are hereby approved as set forth in Abstract 2A & 3.

Councilwoman Montgomery made a motion, seconded by Councilman Leonard and unanimously carried that the Highway Vouchers in the amount of \$151,898.74 are hereby approved as set forth in Abstract 2A & 3.

Councilman Leonard made a motion, seconded by Councilman Van Tassel and unanimously carried that the CVPD Vouchers in the amount of \$1,966.57 are hereby approved as set forth in Abstract 3.

Councilman Leonard made a motion, seconded by Councilwoman Montgomery and unanimously carried that the CVWD Vouchers in the amount of \$8,462.67 are hereby approved as set forth in Abstract 3.

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilwoman Montgomery to close the Town Board Monthly Meeting at 8:40 pm.

Respectfully submitted by,

Theresa Crawley
Deputy Town Clerk

SPECIAL MEETING

Supervisor Shea called the meeting to order at 7:38pm.

Presence of a quorum was established with at least 4 of the 7 members present.

RESOLUTION

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

RESOLVED, that this item is tabled due to the fact that there was not a nominee of the Recreation Commission, Claudio Marzollo and a nominee of the FPR Board present.

There being no further business to discuss, Councilman Merandy made a motion, seconded by Councilwoman Montgomery to close the meeting at 7:40 p.m.

Respectfully submitted by,

Theresa Crawley
Deputy Town Clerk

Bid Opening – South Mountain Pass Drainage
March 18, 2015

OPENING OF COST PROPOSALS
South Mountain Pass Drainage Project

The Town Clerk's Office held a Bid Opening at the Town Hall, 238 Main Street, Cold Spring, N.Y. 10516, on the above date at 11:00 a.m. Each firm's separate cost proposal submitted for the South Mountain Pass Drainage Project, was opened and the following proposals were submitted:

	<u>Base Bid</u>	
Ben Cozzi, Inc.	\$143,030.00	Non-Collusive Bidding Certificate Attached 5% Bid Bond Attached
Svoboda	\$196,000.00	<i>No Non- Collusive Bidding Certificate</i> 5% Bid Bond Attached
Kect Construction	\$140,000.00	Non-Collusive Bidding Certificate Attached 5% Bid Security attached in form of bank check in the amount of \$7,000.00
Sun Up Enterprises, Inc.	\$129,876.00	Non-Collusive Bidding Certificate Attached 5% Bid Bond Attached
Coyle Industries, Inc.	\$165,970.00	<i>No Non- Collusive Bidding Certificate</i> 5% Bid Bond Attached
Con-Tech Construction Technology, Inc.	\$174,297.80	Non-Collusive Bidding Certificate Attached 5% Bid Bond Attached
Legacy Supply, LLC	\$231,768.75	Non-Collusive Bidding Certificate Attached 5% Bid Bond Attached

Bid opening concluded at 11:14 a.m.

Respectfully submitted by,

Joan B. Clauss,
Deputy Town Clerk

Weekly Town Board Meeting
March 18, 2015

The Town Board 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
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Michael Leonard	Councilman

ABSENT

David Merandy	Councilman
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AGENDA

1. Resolution changing the Monthly Town Board Meeting from April 2, 2015 to April 9, 2015.

Supervisor Shea stated that April 2, 2015 is Holy Thursday, therefore, the meeting will be changed to April 9, 2015

RESOLUTION #

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

RESOLVED, that the Town Board re-schedules the Monthly Town Board Meeting of April 2, 2015 to be held on April 9, 2015.

2. Resolution appointing Peter Lewis as a member of the Philipstown Planning Board whose term will expire March 31, 2016.

Supervisor Shea noted that Mr. Lewis has been interviewed, and he and the board feel that he is well suited for any one of the boards.

RESOLUTION #

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

RESOLVED, that the Town Board hereby appoints Peter Lewis as a member of the Philipstown Planning Board whose term will expire March 31, 2016 (during Pat Sexton's absence.)

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

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Supervisor Shea noted that he met with County Legislator Scuccimarra with regard to finding office space for Ed Cleary the Outreach Worker in the Village of Nelsonville. Councilwoman Montgomery interjected that she had spoken with Mayor Thomas Corless, and it seems that the County needs to resolve the issue with the firehouse (sheriff sub office) before any agreement can be made. Supervisor Shea stated that he believes that those two issues should be separate. Councilwoman Montgomery responded saying that the Mayor can't separate them. Following some discussion on this matter, Councilwoman Montgomery questioned why relocation of that office is the town's responsibility, when this is a county program. Councilwoman Montgomery said that ultimately, the county would have to rent a space in Philipstown, as many seniors utilize this service.

Supervisor Shea noted that he and Councilman Van Tassel met with Kevin Donohue today to discuss filing procedures. Supervisor Shea stated that he and Tina Merando reviewed the policy that is not set in place, and he believes that if the files were set up as critiqued, access would be much easier. There is also a card file that synthesizes each property's applications before various boards. He went on to say, that over a year ago, a discussion took place regarding digitizing maps and the required number of maps submitted by applicants.

A meeting has been scheduled to discuss the Fire Marshal office. Councilman Van Tassel, Supervisor Shea and Kyle Irish (a former fire marshal), will all be in attendance.

Supervisor Shea stated that the town is in receipt of the final draft Cablevision agreement and ask that the members of the Town Board review it, as a Public Hearing will be scheduled in the near future.

Councilman Van Tassel distributed information regarding Homeland Security and Emergency Services, which address the Intrastate Mutual Aid Program that allows local governments to share resources during a declared local state of emergency. This is something that the town might be interested in. Everyone is signed up for this, but if the town so chooses, it can opt out.

Councilwoman Montgomery noted for the record that she wants the Office of the Aging to remain in Philipstown.

There being no further business to discuss, Councilwoman Montgomery, seconded by Councilman Leonard to close the Weekly Meeting at 8:07 p.m.

Respectfully submitted by,

Tina M. Merando, Town Clerk



Town Clerk <townclerk@philipstown.com>

April Monthly Meeting

2 messages

Mike Leonard <mleonard@philipstown.com>

Thu, Mar 12, 2015 at 11:18 AM

To: Richard Shea <shea@philipstown.com>, Nancy Montgomery <NMontgomery@philipstown.com>, John VanTassel <JVanTassel@philipstown.com>, David Merandy <DMerandy@philipstown.com>, Town Clerk <townclerk@philipstown.com>

As mentioned at our March Meeting ,would request that the board appoint CB member Mark Galezo as the new Conservation Board Chair at our April Meeting. Eric Lind shall remain on the CB. Thanks.

John VanTassel <jvantassel@philipstown.com>

Thu, Mar 12, 2015 at 1:41 PM

To: Mike Leonard <mleonard@philipstown.com>

Cc: Richard Shea <shea@philipstown.com>, Nancy Montgomery <NMontgomery@philipstown.com>, David Merandy <DMerandy@philipstown.com>, Town Clerk <townclerk@philipstown.com>

If you are supporting him then I will as well

Sent from my iPhone

[Quoted text hidden]

3
8A Fishkill Road
Cold Spring, NY 10516

Philipstown Recreation Department
107 Glenclyffe Drive
Garrison, NY 10524

February 6, 2015

Dear Recreation Commission members:

I am writing to express my wish to resign from the Recreation Commission at this time. I am so grateful for the opportunity to have worked with all of you and am looking forward to further endeavors together in the near future.

Thank you so much!

Respectfully,

Cecily Hall

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3/9/15
DCH

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**TOWN OF PHILIPSTOWN
CONSERVATION BOARD
2014 ANNUAL REPORT**

In 2014 the CB held nine regularly scheduled public meetings and zero special public meetings. Twelve applications were evaluated. Eleven permits were granted. Zero permits were denied. Four reports were written and submitted to the Planning Board. Zero reports were written and submitted to the Zoning Board of Appeals. The CB members visited all of the applicant sites to assist in the decision making process, minimize environmental impacts and generate practical permit requirements.

A summary of the applications and their status are attached

Report prepared by Tina Andress- Landolfi
Conservation Board Secretary

JANUARY 14, 2014

APPLICANT NAME	ADDRESS/ TAXMAP	PERMITTING AUTHORITY	ACTIVITY	REGULATED AREA	OUTCOME
OLSPAN LLC	ROUTE 9 TM#38.-3-24.2	WETLAND INSPECTOR	BUILDING ADDITION	WETLAND/ ASSOCIATED BUFFER	MORE INFORMATION NEEDED

FEBRUARY 11,2014

APPLICANT NAME	ADDRESS/ TAXMAP	PERMITTING AUTHORITY	ACTIVITY	REGULATED AREA	OUTCOME
OLSPAN LLC	ROUTE 9 TM#38.-3-24.2	WETLAND INSPECTOR	BUILDING ADDITION	WETLAND/ ASSOCIATED BUFFER	PERMIT GRANTED

MARCH 2014

NO MEETING HELD

APRIL 2014

NO MEETING HELD

MAY 13, 2014

APPLICANT NAME	ADDRESS/ TAXMAP	PERMITTING AUTHORITY	ACTIVITY	REGULATED AREA	OUTCOME
SCANGA REALTY LLC	16.16-1-20.4	WETLANDS INSPECTOR	INSTALLATION OF BASIN FOR STORMWATER AND LANDSCAPING	WETLANDS AND BUFFER AREA	PERMIT GRANTED
RDR EQUITIES LLC	82.7-1-14	PLANNING BOARD	CARWASH	WETLANDS AND BUFFER AREA	MORE INFO NEEDED
VERSAL/BRESNAN	NELSON LANE	WETLANDS INSPECTOR	RETAINING WALLS AND CONSTRUCTION OF POOL	WETLANDS AND BUFFER AREA	PERMIT GRANTED
ROBERT JACOBSON	50.-2-17.1	WETLANDS INSPECTOR	UNDERGROUND UTILITY LINES	WETLANDS AND BUFFER AREA	PERMIT GRANTED

JUNE 10, 2014

APPLICANT NAME	ADDRESS/ TAXMAP	PERMITTING AUTHORITY	ACTIVITY	REGULATED AREA	OUTCOME
201 OLD STONE	201 OLD STONE RD. 71.-1-29	PLANNING BOARD	RENOVATION OF OLD BUILDING AND GROUNDS	STEEP SLOPES	REPORT SUBMITTED
RDR EQUITIES	82.7.-1-14	PLANNING BOARD	PROPOSED CARWASH	WETLANDS AND ASSOCIATED BUFFER	REPORT SUBMITTED

JULY 2014

NO MEETING HELD

AUGUST 12,2014

APPLICANT NAME	ADDRESS/ TAXMAP	PERMITTING AUTHORITY	ACTIVITY	REGULATED AREA	OUTCOME
WOOD,OBERT	316 WEST POINT RD	WETLANDS INSPECTOR	UNDERGROUND UTILITY LINES	WETLANDS AND ASSOCIATED BUFFER	PERMIT GRANTED
BRUCE AND DONNA KEHR	16.30-18,20,&21	PLANNING BOARD	PROPOSED SUB-DIVISION	CLOVE CREEK AND ASSOCIATED WETLANDS	REPORT SUBMITTED

SEPTEMBER 9,2014

APPLICANT NAME	ADDRESS/ TAXMAP	PERMITTING AUTHORITY	ACTIVITY	REGULATED AREA	OUTCOME
RALPH AND ROBIN ARDITI	200 AVERY RD	WETLANDS INSPECTOR	REPAIR LEAK IN EXISTING SPILLWAY IN POND	WETLANDS AND ASSOCIATED BUFFER	PERMIT GRANTED
BURSTEIN, JEFFREY	52 LANE GATE RD	WETLANDS INSPECTOR	ADDITION TO EXISTING RESIDENCE	WETLANDS AND ASSOCIATED BUFFER	PERMIT GRANTED

OCTOBER 14,2014

APPLICANT NAME	ADDRESS/ TAXMAP	PERMITTING AUTHORITY	ACTIVITY	REGULATED AREA	OUTCOME
BRENNER, DAVID	530 EAST MOUNTAIN RD S	WETLANDS INSPECTOR	INSTALLATION OF SEPTIC, UNDERGROUND UTILITIES, UNDERWATER SUPPLY WELL	WETLANDS AND ASSOCIATED BUFFER	PERMIT GRANTED
TERRY AND BONNIE TURNER	4 CIRCLE DRIVE	WETLANDS INSPECTOR	TREE WORK INVASIVE SPECIES REMOVAL	WETLANDS AND ASSOCIATED BUFFER	PERMIT GRANTED
BANKER, DOUGLAS	43 KINGS DOCK RD	WETLANDS INSPECTOR	MODIFICATION OF TWO EXISTING STRUCTURES	WETLANDS AND ASSOCIATED BUFFER	MORE INFORMATION NEEDED

NOVEMBER 18, 2014

APPLICANT NAME	ADDRESS/TAXMAP	PERMITTING AUTHORITY	ACTIVITY	REGULATED AREA	OUTCOME
MANITOU POINT RESERVE	MYSTERY POINT RD	WETLANDS INSPECTOR	UNDERGROUND UTILITIES	WETLANDS AND ASSOCIATED BUFFER	PERMIT GRANTED
BANKER, DOUGLAS	43 KINGS DOCK RD	WETLANDS INSPECTOR	MODIFICATION OF TWO EXISTING STRUCTURES	WETLANDS AND ASSOCIATED BUFFER	MORE INFORMATION NEEDED

DECEMBER 16, 2014

APPLICANT NAME	ADDRESS/TAXMAP	PERMITTING AUTHORITY	ACTIVITY	REGULATED AREA	OUTCOME
HUDSON HIGHLAND RESERVE	HORTON RD	PLANNING BOARD	CONSERVATION SUBDIVISION	WETLANDS AND ASSOCIATED BUFFER, STEEP SLOPES AND ADJACENT TO OPEN SPACE INDEX	REPORT SUBMITTED
BANKER, DOUGLAS	43 KINGS DOCK RD	WETLANDS INSPECTOR	MODIFICATION OF TWO EXISTING STRUCTURES	WETLANDS AND ASSOCIATED BUFFERS	MORE INFORMATION NEEDED.

5

DAVID E. MERANDY
15 ACADEMY STREET
COLD SPRING, NY 10516
845.224.4522

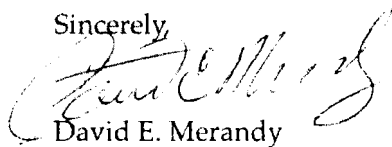
Monday, March 30, 2015

Hon. Richard Shea, Supervisor
Town of Philipstown
238 Main Street
Cold Spring, NY 10516

Dear Richard,

Please accept this letter as my official resignation as Councilman of the Philipstown Town Board effective April 5, 2015. As you know I have been elected Mayor of the Village of Cold Spring and will no be ale to fulfill the remaining 9 months of my term.

Sincerely,



David E. Merandy

To my friends on the Town Board, Richard, Nancy, Michael and John,

Although I would very much like to, I find it almost impossible to avoid the generic-sounding regrets, gratitude and appreciation that usually accompanies a letter of resignation. There always seems to be something lacking. That said, I truly will miss collaborating with all of you, our dedicated staff at Town Hall and our volunteers. Philipstown is lucky indeed to have such talented, knowledgable and committed people working for it (too much?).

My regrets are few. Please see that the Dahlia House is renovated and that long-overdue upgrades are made to the Town Hall. It is truly an embarrassment that in a wealthy community such as ours we have plastic on our windows and stairs you need a sherpa guide to climb!

My best regards to you all. Please keep up the "Good Fight". Remember, if ever needed, you have a friend just down the hill. The door will always be open. I'm looking forward to collaborating with you in making our local government more efficient and successful.

Your friend & soon-to-be Mayor,





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Town Clerk <townclerk@philipstown.com>

Mowing of Cemeteries

2 messages

Town Clerk <townclerk@philipstown.com>
To: Mike Leonard <MLeonard@philipstown.com>

Fri, Mar 13, 2015 at 10:14 AM

Mike,

Do we want to advertise for vendors for mowing? Please advise, as I will place that item on the agenda.

Thank you.

tina

--

Tina M. Merando
Town Clerk
Town of Philipstown
238 Main St.
Cold Spring, NY 10516

TEL: 845-265-3329
FAX: 845-265-3958

Mike Leonard <mleonard@philipstown.com>
To: Town Clerk <townclerk@philipstown.com>

Fri, Mar 13, 2015 at 12:25 PM

Yes Tina thanks. Don't want a repeat of last year with high grass still at Memorial Day. I also will speak to Dottie to see if Corrections can continue clean up on rear portion of Cedar Street Cemetery.

[Quoted text hidden]

NELSONVILLE FISH & FUR CLUB

EST. 1895

MAILING ADDRESS: 36 PARSONAGE ST, COLD SPRING, N.Y. 10516

To Whom it May Concern,

The Nelsonville Fish & Fur Club was established in 1895 by a group of men with the same interest in fishing , hunting, and trapping. It is the oldest hunting club in New York State. 120 years after its founding, the Club is still going strong.

For the past 26 years, the Club has held the Annual Kids Fishing Derby, which has become a great family day and community event for children 15 and under and their parents. (Average 120 kids). The derby is supported and sponsored by local businesses in our community and municipalities and emergency services, just to name a few. The event is held every May for all the kids. The Club stocks the local reservoir with over 285 trout ranging from 10" to 22" and 5 special golden trout from a local hatchery. Prizes are given for the largest fish and the smallest fish taken that day. Everything is free to all that attend the derby, including hot dogs, pizza, soda, water, candy, coffee, and pastries. All the bait is supplied by the Club absolutely free.

The only way that we are able to keep this event going is by donations. This years derby will be held on May 3rd, 2015 at the Cold Spring Reservoir on Fishkill Rd.

On this note, we would love to have your support for this great day. Please help us keep this great community event going with a donation or giveaways!

Thank You

President: Mike Savastano / Vice President: Chet Warren

Secretary: Ed Mancari / Treasurer: Mark Frisenda



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3/16/15

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This Agreement made as of the 17th day of December, 2014 between THE TOWN OF PHILIPSTOWN, a municipal corporation having its office at the Town Hall, in the Village of Cold Spring, New York, hereinafter referred to as the EMPLOYER; and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, the certified Union for the Putnam County Local, Town of Philipstown Unit, having its parent office at 143 Washington Avenue, Albany, New York 12210, hereinafter designated as the UNION;

WITNESSETH

WHEREAS, THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, has been granted sole and exclusive bargaining right for the "Negotiating Unit" consisting of all employees of the TOWN HIGHWAY DEPARTMENT and the TOWN DUMP; exclusive of elected officials, Clerks to the Superintendent of Highways, casual, temporary and part-time employees; pursuant to the Resolution of the Town Board of the TOWN OF PHILIPSTOWN, dated January 16, 1968; for the maximum period of recognition provided in accordance with Section 208C of the Taylor Law;

AND

WHEREAS, the terms of the Public Employees' Fair Employment Act being Article XIV of the Civil Service Law, grants the right to enter into a Collective Bargaining Agreement for the terms and conditions of employment;

AND

WHEREAS, the parties have negotiated terms and conditions of employment; NOW, THEREFORE, the Employer and the Union, in consideration of Mutual Covenants and Conditions herein contained, do agree as follows:

ARTICLE 1 – TERM

The term of this Agreement shall be from January 1, 2013 through and including December 31, 2016.

ARTICLE 2 – CERTIFICATION AND BARGAINING UNIT

- A. By virtue of a representation election conducted by a Public Employment Relations Board of New York State on August 14, 1980, the Union is hereby certified as the sole and exclusive bargaining agent for all employees, enumerated in sub-paragraph B below, as to negotiations, and in settlement of grievances arising thereunder for the maximum period permitted by law. The Town hereby acknowledges such certification and the rights granted to the UNION thereby and enters into this Agreement in accordance with the provisions of ARTICLE XIV of the Civil Service Law.
- B. The bargaining unit shall consist of:

1. All full-time employees of the Highway Department.
 2. All full-time employees of the Town Dump.
- C. In the event new title(s) are created by the Employer during the term of this agreement, the union shall be informed, in writing, 15 workdays prior to the establishment of such new title(s). In the event the Union and the Employer cannot agree as to whether the new title(s) are to be included/excluded in/from the bargaining unit, the parties agree to submit the question to the grievance and arbitration article of this agreement.
- D. Excluded here from are the Clerks to the Superintendent of Highways, all elected officials or other Town employees.

ARTICLE 3 – PAYROLL DEDUCTIONS

- A. Pursuant to Section 208 of the Civil Service Law, the Town agrees to deduct uniformly from the salary of each employee in the bargaining unit the sum designated by the Union for dues and agency fees as determined exclusively by the Union.
- B. The Town shall forward all monies so deducted to CSEA Inc., 143 Washington Avenue, Albany, NY 12210.
- C. Employees in the bargaining unit shall have a right to CSEA dues and CSEA Insurance payroll deductions.
- D. On the signing of the agreement, the Town shall supply to the Unit of all employees in the Unit showing employee's name, address, social security number, title, date of hire and insurance deductions. Update will be made when new employees are hired.

ARTICLE 4 – WAGE INCREASE

Effective January 1, 2013, the 2012 salary schedule shall be increased by one and one quarter (1.25%) percent for all employees of the bargaining unit.

Effective January 1, 2014, the 2013 salary schedule shall be increased by one and one-half (1.5%) percent for all employees of the bargaining unit.

Effective January 1, 2015, the 2014 salary schedule shall be increased by one and one-half (1.5%) percent for all employees of the bargaining unit.

Effective January 1, 2016, the 2015 salary schedule shall be increased by one and three quarters (1.75%) percent for all employees of the bargaining unit.

Town shall maintain the existing number of employees (15) for the period of this agreement. Any reduction in staff may only be done through normal attrition (resignation or termination for cause).

<u>TITLE</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
	1.0125	1.015	1.015	1.0175
FOREMAN	\$28.05	\$28.47	\$28.90	\$29.40
MECHANIC	\$27.41	\$27.82	\$28.24	\$28.73
MECHANIC HELPER	\$25.63	\$26.01	\$26.40	\$26.87
OPERATOR	\$26.80	\$27.20	\$27.61	\$28.09
DRIVERS	\$26.11	\$26.50	\$26.90	\$27.37
LIGHT EQUIPMENT	\$25.71	\$26.09	\$26.48	\$26.95
LABORER	\$23.93	\$24.29	\$24.65	\$25.08

All employees with ten (10) or more years of service will receive thirty-five (\$.35) cents per hour more as a longevity increment, after the tenth (10th) year and each five (5) year period thereafter, (e.g. after 10th, 15th, 20th, 25th, etc.).

ARTICLE 5 – JOB CLASSIFICATION

Present job classification shall be continued with work assignments to be made by the Town Superintendent of Highways or his designee.

- A. Employees shall be paid at eighty percent (80%) of the regular hourly rate for their first year of employment. At the start of the second year of employment, the employee will be paid at ninety percent (90%) of the regular hourly rate. At the start of the third year of employment, the employee will be paid at one hundred percent (100%) of the regular hourly rate.
- B. Temporary work at a higher rate of pay shall first be offered to the most senior qualified employee. If refused, the seniority roster shall be utilized until a senior candidate accepts the assignment.
- C. Employees that are assigned duties to a higher classification “at a higher rate of pay” on a temporary basis shall receive the rate of pay of the higher classification while performing these duties. Employees eligible for such pay shall receive such higher pay from the first hour of assignment.
- D. An employee assigned duties temporarily to a lower classification shall receive his normal classification rate of pay.

- E. Mechanical work shall be performed only by a mechanic or under the mechanic's supervision.
- F. Where practical and required by reasonable standards of safety during inclement weather conditions, the Highway Superintendent or his designee may assign two (2) men per truck.
- G. All employees must have a CDL license at the time of their hire.

ARTICLE 6 – WORKWEEK

- A. **HIGHWAY DEPARTMENT** - Monday through Friday

ARTICLE 7 – DAILY WORK SCHEDULE

- A. HIGHWAY DEPARTMENT - The daily work schedule shall be 7:00 a.m. and end at 3:30 p.m. with one half hour ($\frac{1}{2}$) for lunch.

ARTICLE 8 – PREMIUM PAY

- A. Time and one-half the employee's regular rate of pay shall be paid for all work performed on direction of the Highway Superintendent or his designee, at the following times.
 - 1) Before or after the normal daily work schedule.
 - 2) On Saturday in the Highway Department, and after the fortieth (40th) hour of the workweek for employees who work at the Town Dump.
- B. Double time the employee's regular rate of pay shall be paid for all work performed by members of the bargaining unit on direction of the Highway Superintendent or his designee on Sundays and Holidays for the twenty-four (24) hour period starting at 12:00 a.m. and ending 11:59 p.m.
- C. Overtime will be initially offered on a seniority basis each January 1st within each job classification. Thereafter, each overtime situation will be offered to the employee with the fewest overtime hours in his/her classification. In the event the number of hours is equal, the employee with the most seniority shall be offered the overtime. Overtime lists shall be posted in the break room and updated weekly. Seniority shall not be a basis for emergency call-ins to allow for the most prompt attention to the emergency situation.
- D. During the absence of a foreman or the Highway Superintendent, the Highway Superintendent or his designee shall appoint an acting foreman during all overtime hours. Foremen will drive only the trucks to which they are assigned, unless a regular driver is unable to accept overtime and his vehicle is idle.

- E. Employees called will be guaranteed work equal to no less than four (4) hours of basic rate pay, if such work is not contiguous with the employee's normal workday.
- F. Employees ordered to stand by in case of emergency will receive pay at the rate of time and one-half, until the stand-by order is rescinded.
- G. Employees shall, at their option, be allowed eight (8) consecutive hours "sleep time" within each 24-hour period, such period shall commence at the first time of reporting after midnight. The town shall provide an adequate location with sleeping accommodations. Such accommodations shall be made available at the Highway Facility with no fewer than 6 cots.
- H. Employees earning overtime during a payroll period shall receive payment for overtime worked in said payroll period in the employee's first paycheck following the appropriate payroll period worked. (Overtime period ending 7:30 A.M. Friday.)

I. MEALTIME PAY

- 1) There shall be a paid one-half ($\frac{1}{2}$) hour dinner break, at the applicable overtime rate, between the hours of 4:00 p.m. and 12:00 midnight, provided the employee works at least four (4) full hours during that period of time.
- 2) Between the hours of 12:00 midnight and 7:30 a.m., if an employee works at least four (4) full hours during this time period, he shall receive a paid one-half ($\frac{1}{2}$) hour meal break at the applicable overtime rate.

J. OVERTIME

- 1) Employees who work overtime shall have the option of receiving their overtime rate ($1\frac{1}{2}$) in either time or pay, except that all overtime worked between November 1st and December 31st must be taken in pay. Employees must inform the payroll clerk in the department on the Monday prior to payday on what option they want. Employees can accumulate up to a maximum of 60 hours per year, of which up to 24 hours maybe taken as time off.
- 2) The employee must submit a written request to use any compensatory time to the Highway Superintendent or his designee at least three (3) days in advance, which will not be unreasonably denied. The time can be used in hours, $\frac{1}{2}$ day or full day increments.
- 3) If any employee has not used earned compensatory time by November 1st, the remaining time shall be paid to the employee at his/her regular rate of pay, in a separate check by November 30th.

- 4) Employees shall be allowed 45 minutes to report to work from the time a call in is received (barring unforeseen circumstances by the employee) without penalty.

ARTICLE 9 – VACATION WITH PAY

- A. Vacation entitlement shall be based on years of completed service in accordance with Schedule A.
- B. At the start of the fiscal year (January 1st of each year) all employees shall be credited with their full vacation allotment. Effective January 1, 2014, employees are required to utilize a minimum of 75% of their credited vacation each year. No employee shall be permitted to carry over vacation into the following fiscal year. Unused vacation leave that exists on December 31st shall be paid to the employee by January 31st at his/her December 31st per diem rate of pay in a separate check. Vacation pay shall be prorated for any employee who separates from service after January 1st. In the event that the employee has taken more time than the prorated amount for that year, the employee's final paycheck shall be adjusted accordingly. The Town reserves the right to seek reimbursement for any prorated vacation amount that exceeds the amount of the final paycheck.
- C. Employees are to submit their requests for vacation time as follows:
 - a. Employees are to submit their requests for one-half of the employees' total vacation earned to the Highway Superintendent by no later than February 1st. The Superintendent shall post the vacation schedule by no later than March 1st. In the event of conflict with the scheduling of vacation, unit-wide seniority shall prevail.
 - b. Employees must submit their requests to schedule the remaining one-half of their earned vacation for three (3) or more vacation days to the Highway Superintendent at least one week in advance of the first date of the requested vacation. In the event of a conflict, at the time of submission of request, unit-wide seniority shall prevail.
 - c. Employees must submit their requests to schedule the remaining one-half of their earned vacation for two days and less to the Highway Superintendent one (1) day in advance of the requested vacation day. In the event of conflict with the scheduling of vacation, unit-wide seniority shall prevail.
- D. The Superintendent, at his discretion, will schedule vacation time taking into consideration the following factors:
 - 1) Request of the employee
 - 2) Needs of the Town

- 3) Seniority
 - 4) Only one employee per week may be permitted to take a vacation of **three days** or more between the dates of November 1st to April 1st and in consideration of the above-referenced factors. Additional employees may be granted time off with authorization by the Superintendent.
 - 5) Only one employee per week may be permitted to take a vacation of **three days** or more between the dates of November 1st to April 1st and in consideration of the above-referenced factors. Additional employees may be granted time off with authorization by the Superintendent. During the remainder of the year three men shall be permitted to take vacation at the same time.
- F. Use of vacation is conditional only upon balance of accruals and approval.
- G. Employees shall not be required to return to work during approved vacations, and approval of vacations shall not be contingent upon willingness for recall. Except, however, in the event of an emergency, an employee may be requested to return to work if the employee is available. In such instances, the employee's remaining vacation days shall be restored.

ARTICLE 10 – HOLIDAYS WITH PAY

- A. All employees shall be guaranteed the following holidays with pay: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, and the first Monday in August.
- B. If the holiday falls on a Saturday, the preceding Friday will be granted off, and if the holiday falls on a Sunday, the following Monday will be granted off.
- C. Premium pay as specified in Article 7 shall be paid for work performed on the day that is granted off as a holiday.
- D. An employee shall be in pay status and work the workday before and the workday after a holiday in order to receive holiday pay unless he is on vacation; is actually sick and unable to work and is entitled to sick time; or is absent because of death in his immediate family. An employee shall not take a personal leave day on the workday before a holiday or workday after a holiday without permission of the Highway Superintendent.
- E. Employees may take a personal or vacation day on the day after Christmas provided it is approved by the Highway Superintendent and weather permits.

ARTICLE 11 – HOSPITALIZATION AND INSURANCE

- A. The Town shall contribute to the cost of either individual, two-person or family medical coverage through the State Health Insurance Program in accordance with the following schedule for all current and retired employees:

Effective January 1, 2010:

- a) 90% for those employees hired on or after January 1, 2008;
- b) 95% for those employees hired before January 1, 2008; and
- c) 100 % for those employees with twenty (20) years of continuous service with the Town as of January 1, 2010.

Effective January 1, 2015, the Town's contribution to the cost of individual, two-person or family medical coverage for active employees and those retiring on or after January 1, 2014 shall be as follows:

- i. Eighty-five (85%) percent for those full-time employees hired on or after January 1, 2008;
- ii. Ninety (90%) percent for those full-time employees hired before January 1, 2008; and
- iii. Ninety-five (95%) percent for those full-time employees with 20 years of continuous service with the Town as of January 1, 2010.

The Town shall have the right to change health insurance plans provided such plans provide comparable coverage.

- B. Effective January 1, 2014, the Town's contribution to the cost of the Horizon Family Dental Plan premium shall be ninety-five (95%) percent.
- C. Create health insurance buyout in the following amounts:
- i. Individual – \$2,500 per year
 - ii. Two-person – \$3,000 per year
 - iii. Family – \$4,000 per year
- D. As soon as practicable after mutual ratification of this Agreement, the parties shall meet to discuss the possible implementation of an IRC Section 125 Plan through which unit members can make their health insurance contributions with pre-tax dollars.

ARTICLE 12 – RETIREMENT

- A. The Employer and employees shall participate in the NYS Employees' Retirement System Plan 75i. The Town Board has passed the proper resolution providing for the terms of said Retirement Plan.
- B. The Town shall provide the following Retirement Benefits to employees:
 - 1. Section 41J - Application of up to 165 days of unused sick leave as additional service credit upon retirement.
 - 2. Section 60b - Guaranteed minimum death benefit of three times the employee's annual salary to the next multiple of \$1,000 to a maximum of \$20,000. Copies of the Town resolutions have been sent to CSEA.

ARTICLE 13 – SICK LEAVE

- A. Employees shall be in payroll status to accrue sick leave at the rate of accrual listed in Schedule A. Sick leave shall begin to accrue and may be used after completion of an employee's first pay period. A maximum of one hundred ninety (190) days shall be accumulated. Employees hired after January 1, 2007, may accumulate a maximum of one hundred and sixty-five (165) days of sick leave. Sick leave may be subject to the presentation of a doctor's certificate for absence in excess of two (2) consecutive working days.
- B. The parties agree that they shall work together in a good faith effort to promulgate an absence/tardiness policy to be implemented on 1/1/02.

- C. **NEW YORK STATE DISABILITY INSURANCE**

The Employer agrees to provide New York State Disability Insurance for all employees at no cost to employees. The employee shall receive full salary from the Town to the extent of his sick leave credits. During this period that the employee has sick leave credits, he will return the disability payments to the Town. Sick leave credits will be charged proportionate to the salary received from the Employer and not from New York State Disability Insurance.

- D. Sick Leave Donation – Employees may voluntarily donate available leave time to a bargaining unit employee who has exhausted their leave due to a severe medical condition.

ARTICLE 14 – PERSONAL LEAVE AND BEREAVEMENT LEAVE

- A. Personal Leave

Employees shall be in payroll status to earn personal days.

Effective January 1, 2005, all employees shall receive 4 personal days annually. Employees shall be credited with all personal leave on January 1st of each year.

Employees hired on or after February 18, 2005 shall receive 3 personal days annually.

Personal leave is to be used for activities that can only be conducted during the employee's regular work day and, in the absence of exigent circumstances, shall not be used to extend holidays or vacations. The employee must notify his/her supervisor of the need for personal leave and the categorical reason therefor (i.e., Medical, Legal, Home Emergency or Family Matters, but not the underlying facts) as soon as practicable, but in all cases, prior to the start of the employee's shift.

B. Bereavement Leave

A bereavement allowance of four days shall be given to an Employee in the event of the death of a member of the Employee's immediate family. Immediate family shall be defined as mother, father, step-mother, step-father, spouse, children, grandparents, grandchildren, brothers, and sisters, spouse's immediate family. Each employee shall be entitled to one (1) day's leave each occurrence for death of an aunt or uncle.

ARTICLE 15 – ADMINISTRATIVE LEAVE

The employees shall have the right to send one Delegate to attend the Civil Service Employees Association State Conference, and the Employer shall pay said Delegate his daily wage with the total leave for said Delegate for said purpose not to exceed three (3) days per annum. Union officers will not be denied the use of their leave time for additional time off to attend union sponsored events.

ARTICLE 16 – SENIORITY AND DISCIPLINE

- A. Seniority will be based on the date of commencement of employment for each permanent employee. The Employer will maintain a current seniority list of its employees. This list will be used as a guide for the determination of individual employee preferences in vacation leave rule decisions, job security, and advancement.
- B. Layoffs will occur in the inverse order of seniority within job classifications. Recall from layoffs will be according to seniority.
- C. A disciplinary file shall be kept on individual employees containing a record with dates of occurrences and shall include notations of verbal or written counseling, fines, suspension, demotion, or termination, as the discipline case may warrant. Any discipline is subject to the grievance and arbitration procedure.

ARTICLE 17 – SAFETY EQUIPMENT, CLOTHING AND TRAINING

- A. The following safety equipment and foul weather gear shall be provided, at no cost, to the employees by the Town of Philipstown:
- | | |
|-----------------------|------------------------------|
| a. First Aid Kits | h. Gloves |
| b. Fire Extinguishers | i. Orange shirts |
| c. Flashlight | j. Reflective vests |
| d. Safety goggles | k. Winter jackets -as needed |
| e. Rain Gear | l. Sweatshirts, yearly |
| f. Safety Helmet | |
| g. Hearing protection | |

Employees shall sign for the equipment and shall be responsible for same.

- B. There shall be bi-weekly safety meetings to discuss various issues.

ARTICLE 18 – JOB SECURITY, PROMOTION

- A. Work usually performed by employees in the negotiating unit will not be contracted out, if it will result in the loss of employment to employees covered by this agreement.
- B. All promotional opportunities shall be posted. Employees are to be given preference on the basis of seniority providing they are qualified in accordance with the minimum qualifications found in the job specifications for said title.
- C. Any proposed changes in personnel rules, work schedules, working conditions and regulations, shall be discussed with the affected employees before becoming final. These proposed changes shall not be inconsistent with the provisions of this agreement.

ARTICLE 19 – ADMINISTRATIVE RIGHTS

- A. The President of the Putnam County Local of the CSEA, or his designated agent or the designated Labor Relations Specialist shall have the right to visit the facilities of the Employer for the purposes of adjusting grievances and maintaining administrative rights of the agreement. Members of the unit elected or designated as representatives of the Union shall, with prior approval of the Highway Superintendent, be given a reasonable amount of time, free from their duties on the job sites without loss of pay, to adjust grievances and maintain administrative rights of the agreement. Requests for approval shall not be arbitrarily denied.
- B. The employees shall have the right to post notices and communications on designated bulletin boards maintained on the premises and facilities of the Employer, in a location specifically designated by the Employer, but readily available to the employees.

- C. Payroll Deductions – Each quarter the Employer will furnish the Union with a complete list of names, addresses, work locations, and position titles of all employees in the negotiating unit covered by this contract. This information shall also indicate newly hired, reinstated, and transferred employees, as well as employees who have retired, resigned or died.
- D. The Town shall make a direct deposit program available for all unit members in accordance with the requirements of the banking institution.

ARTICLE 20 – GRIEVANCE AND DISPUTE PROCEDURE

- A. All issues and disputes arising from the terms and conditions of employment will be resolved in accordance with the grievance provision of this agreement.
- B. An employee having a grievance may present his position verbally to the Superintendent of Highway within ten (10) workdays of the act complained of, and if the issue remains unresolved after seven (7) workdays, the employee(s) having a grievance must present his position in writing to the Superintendent of Highways within thirty (30) calendar days of the date of verbal presentation. Within seven (7) working days after such presentation, the employee will be advised of the disposition of the matter. If the employee is not satisfied with the disposition of the matter by the Superintendent of Highways, he may then within five (5) working days after the Superintendent of Highways' disposition, personally, or on his behalf by an authorized CSEA representative, present a detailed statement in writing of his grievance to the Town Board, who will meet in executive session within seven (7) working days after the written grievance to discuss the issue further with the employee and his representative. The Town Board shall make a determination on the grievance within ten (10) work days and/or the grievance shall be considered denied and advance to arbitration. In the absence of the Superintendent of Highways, the grievance shall be presented to the Town Supervisor.
- C. In the event that such dispute is not then disposed of, it may be referred by either the Employer or the Union to arbitration before an impartial arbitrator, to be mutually agreed upon by the parties, provided that the request for arbitration is filed within ten (10) workdays from the date of the Town Board determination. Should the parties not agree upon an impartial arbitrator within ten (10) working days after the referral of the matter to arbitration, a demand for arbitration may be made under the voluntary Labor Arbitration Rules of the American Arbitration Association.
- D. The fees and expense of the arbitrator shall be borne equally by the parties. The Employer and the Union shall bear the expense of their respective witnesses and any other expenses that may incur.
- E. The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this agreement.

ARTICLE 21 – CIVIL RIGHTS

- A. The Employer and the Union shall not discriminate against any employee or Employer on account of race, color, sex, creed, marital status, natural origin, age, military status, disability, sexual orientation and predisposing genetic characteristics.
- B. There shall be no discrimination, interference, restraint or coercion by the Employer against any lawful activity on behalf of the employees, or because of member-ship in the Civil Service Employees' Association, Inc., its members, officers, and agents shall not coerce employees into membership in, or continuance in, the Civil Service Employees Association, Inc., in an unlawful manner.
- C. There shall be no discrimination, interference, restraint or coercion by the employees, or by the Civil Service Employees Association, Inc., of its members, officers, and agents, or any of them, against any lawful activity by or on behalf of the Employer.

ARTICLE 22 – SEPARABILITY

If any section, paragraph or provision of this Agreement becomes invalid or unenforceable as a result of Legislation or Court Decision, the effect of such legislation or decision shall be limited to the particular provisions thereby rendered invalid and unenforceable, and all remaining provisions shall continue in full force and effect.

ARTICLE 23 – AMENDMENT

This Agreement cannot be amended other than by an amendment duly signed by the parties to this Agreement.

ARTICLE 24 – JURY DUTY

Employees serving on jury duty or under subpoena to appear in court on Town business will receive the regular rate of pay minus the rate paid for jury service or under such subpoena.

ARTICLE 25 – EDUCATION LEAVE

- A. Employees requesting same will be granted leave without pay to further their knowledge in job-related studies. Seniority rights will continue during such leave.
- B. Employees requested to take job-related courses, by the Employer will have the tuition and other course expenses paid by the Town.

ARTICLE 26 – WORKERS' COMPENSATION

- A. Employees on compensation must have their compensation payroll benefits go directly to the employer while the employee is out on sick leave. Upon exhaustion of all sick time, the Workers' Compensation benefits will go directly to the employee. While the Employer receives the compensation award, the employee will be credited with sick time equal to the monetary value of the compensation.
- B. An on-the-job injury requiring absence on the same work day for treatment by a physician shall not be charged to sick leave provided:
 - 1. The employee returns directly to work after the treatment the same day the injury occurs, or
 - 2. If the employee does not return to work the same day, the day of the occurrence only shall not be charged to sick leave if the absence is required and certified by a physician.

Nothing in this section shall be construed as allowing more than one (1) work day to be non-chargeable to sick leave.

ARTICLE 27 – PERSONAL FILES

Upon written request, employees may review the contents of their own personnel files, which shall be scheduled during regular business hours with no charge to leave balances or pay, within 48 hours. Said request shall not be granted more than once per month. No documents shall be placed in an employees personnel file without their knowledge.

ARTICLE 28 -- UNIFORMS

- A. Employer shall supply two (2) sets of uniforms (coveralls) per year for each mechanic. The Highway Superintendent shall be responsible for selecting and obtaining the uniforms.
- B. Proper footwear shall be worn on the job, as no sneakers or canvass-topped shoes will be allowed.

- C. Clothing Allowance

The Town shall, upon receipt of purchase verification, provide to each employee an allowance of \$350 per year for the purchase of work related clothing. Employees shall have the option of using the allowance (or part thereof) to obtain eyeglasses. New employees shall complete six (6) months of service to be eligible for allowance.

- D. Tool Allowance

There shall be an annual tool allowance of \$400 for Mechanics and \$200 for Mechanics Helper. Prior approval of the Superintendent is required. The allowance shall be paid after submission of a receipt.

ARTICLE 29 – PROBATIONARY EMPLOYEES

Employees shall accrue, but shall not use leave credits, e.g., sick, vacation, personal time, during the initial probationary period of six (6) months.

ARTICLE 30 – DRINKING

No alcoholic beverages shall be consumed on the job.

ARTICLE 31 – PAYCHECKS

Employees' paychecks shall be drawn to reflect the total regular hours worked and the total overtime hours worked. Leave balances shall be included with the paycheck.

ARTICLE 32 – TARDINESS

Employees who are tardy for work shall be placed on the clock at fifteen (15) minute intervals. Such action does not prevent the Town from taking progressive disciplinary action for employees demonstrating patterns of excessive tardiness.

If an employee is late more than four (4) times in a month, they will receive a letter from the Highway Superintendent or designee notifying him or her that they will be subject to disciplinary action up to including a suspension.

ARTICLE 33 – LUNCH

One person per crew may use the Town vehicle to go for lunches.

ARTICLE 34 – TIME CLOCKS

The Town shall continue to maintain a time clock in the garage for purposes of determining time worked by each employee.

ARTICLE 35 – LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, THE PARTIES hereto have signed this **AGREEMENT**, as of the day and year first above written.

TOWN OF PHILIPSTOWN

CIVIL SERVICE EMPLOYEES ASSOCIATION
INC. LOCAL 1000, AFSCME, AFL-CIO, PUTNAM
COUNTY LOCAL, TOWN OF PHILIPSTOWN UNIT

BY: _____
TOWN SUPERVISOR

BY: _____
LABOR RELATIONS SPECIALIST

DATE: _____

DATE: _____

BY: _____
UNIT PRESIDENT

DATE: _____

SCHEDULE A

0 through 1 year of completed service	1 week
2 through 4 years of completed service	2 weeks
5 through 9 years of completed service	3 weeks
10 through 24 years of completed service	4 weeks
25 or more years of completed service	5 weeks



Town of Philipstown

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

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

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MONTHLY REPORT for March 2015

1. Fees Collected	<u>\$5004</u>
2. Total Number of Permits Issued	<u>4</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>2</u>
8. Additions, alterations or repairs commercial buildings:	<u>1</u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u>2</u>
10. Number of Certificates of Occupancy :	<u>11</u>
11. Number of Stop Work Orders issued:	<u>0</u>
12. Operating permits issued	<u>0</u>
13. Operating permits issued hazardous materials	<u>0</u>
14. Operating permits Hazardous processes and activities	<u>0</u>
15. Permits issued for the Use of pyrotechnic devices:	<u>0</u>
16. Inspection of public assembly :	<u>0</u>
17. Inspection of commercial occupancies	<u>0</u>
18. Inspection of buildings with 3 or more dwelling units:	<u>0</u>

Projects of Significance: 9 - CO searches 1 - ZBA application
1 - Pre Application meeting 31 - Inspections
2 - Court appearance 6 hr - Fire Marshal