

April 17, 2015
April 30, 2015
May 1, 2015

**Town Board Monthly Meeting
May 7, 2015 7:30 p.m. Town Hall**

STATE OF THE TOWN ADDRESS

SPECIAL MEETING FRIENDS OF PHILIPSTOWN

REVIEW OF MINUTES

- Weekly Meeting of March 25, 2015
- Special Meeting (Friends of Philipstown) of April 9, 2015
- Monthly Town Board Meeting of April 9, 2015
- Special Meeting of May 1, 2015

COMMITTEE REPORTS

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

AGENDA

1. Resolution appointing a new member of the Town Board to replace the vacancy left by David Merandy.
2. Resolution authorizing Supervisor Shea to sign the agreement between Judith Mayle for legal services for 2015.
3. Resolution to protect volunteer firefighters and ambulance workers who render assistance out-of-district.
4. Resolution authorizing Supervisor Shea to sign the parade permit for David Marzollo's event scheduled for May 22 through May 24, 2015 and waive the fees associated with said permit.
5. Resolution authorizing Supervisor Shea to sign the parade permit for the Walter Hoving Home for an event scheduled for July 11, 2015 and waive the fees associated with said permit.
6. Resolution authorizing Supervisor Shea to sign the 2014 Sponsor Authorization for the LOSAP for Garrison Volunteer Ambulance Corps.

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7. Resolution authorizing Supervisor Shea to sign the Surrender and Release agreement between the Town of Philipstown and the Veterans of Foreign Wars, James Harvey Hustis Post No. 2362. *(Roll Call Vote)*

8. Resolution authorizing Supervisor Shea to sign the Contract of Sale between the Town of Philipstown and Kim Conner for the VFW Building located at 34 Kemble Avenue, Cold Spring, New York. *(Roll Call Vote)*

9. Resolution increasing the amount charged for copies from .25¢ to .50¢ per copy.

10. Resolution of support endorsing the Master Plan of the Hudson Highlands Fjord Trail in the Town of Philipstown.

11. Resolution authorizing Town Clerk Merando to advertise for bidder for the purchase of a New Pickup 4 Wheel Drive, Single Rear Wheel.

12. Code Enforcement Monthly Report.

13. Schedule Workshops/Meetings

- Resolution rescheduling the Public Hearings for the Cablevision Franchise Agreement, (North & South.) *Suggested date May 27, 2015 @ 7:30 and 7:45 p.m.*

14. 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 (3)

CV Water District Advisory Committee (3)

APPROVAL OF VOUCHERS

General Highway CVPD CVWD

ADJOURNMENT

Weekly Town Board Meeting
March 25, 2015

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
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Michael Leonard	Councilman

ABSENT

David Merandy	Councilman
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AGENDA

1. Resolution awarding the bid for the South Mountain Pass Drainage Project to Sun-Up Enterprises, Inc., as low bidder.

RESOLUTION #

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

RESOLVED, that the Town Board hereby awards the bid for the South Mountain Pass Drainage Project to the low bidder, Sun-Up Enterprises, Inc., of Wappingers Falls, New York, at an amount not to exceed the submitted bid price of \$129,876.00.

2. Resolution authorizing the Code Enforcement Officer to establish, implement and maintain the files and records of the Conservation, Zoning and Planning Boards, along with the Code Enforcement Department and Fire Marshal's Office.

Supervisor Shea stated that he is going to send out correspondence to all departments reminding them of the Town File Management Program adopted in 2012. He also noted that there was a paperwork reduction policy adopted at the same time, and he will ask the boards to review it and implement it.

RESOLUTION #

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

RESOLVED, that the Town Board hereby authorizes the Code Enforcement Officer to establish, implement and maintain the files and records of the Conservation, Zoning and Planning Boards, along with the Code Enforcement Department and Fire Marshal's Office; and

BE IT FURTHER RESOLVED, that the Code Enforcement Officer shall direct staff (Zoning, Planning, Conservation Boards Clerk's), to consolidate records into one record keeping system by property tax identification number, organize the contents of the file by chronological order, identify records for disposal according to the NYS Record Retention and Disposition Schedule MU-1; and

BE IT FURTHER RESOLVED, to identify records to be maintained off site, where possible.

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

Supervisor Shea then addressed the proposed 2016 tax efficiency plan mandated by the State of New York. He went on to say that in order for the residents to receive their rebate check for 2016, the town will have to commit to three (3) years of a one percent reduction in the town's tax levy, which totals out to approximately \$200,000.00. His concerns are that the town is currently running as lean as possible. There are capital projects that need to be addressed, not to mention that New York State can increase retirement benefits, worker's compensation and healthcare cost. Discussion continued for a time, addressing senior and teen programs, as well as town employment opportunities.

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

SPECIAL MEETING

Supervisor Shea called the meeting to order at 7:32pm.

Presence of a quorum was established with at least 5 of the 7 members present.

RESOLUTION

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

RESOLVED, that John Maasik is appointed to the Board of the Depot Theatre Development Corporation.

There being no further business to discuss, Claudio Marzollo made a motion, seconded by Councilman Van Tassel to close the meeting at 7:35 p.m.

Respectfully submitted by,

Theresa Crawley
Deputy Town Clerk

Monthly Town Board Meeting
April 9, 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
Nancy Montgomery Councilwoman
John Van Tassel Councilman
Michael Leonard Councilman

Councilman vacancy.

Supervisor Shea opened the meeting with the Salute to the Flag

State of the Town Address

RESOLUTION #-2015

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

RESOLVED, that the State of the Town Address be tabled until there is a full Board.

Philipstown Depot Theatre Development Corporation Special Meeting
(Minutes attached)

REVIEW OF MINUTES

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

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

The Minutes of the Special Meeting of March 6, 2015 were reviewed.

Councilman Leonard made a motion, seconded by Councilwoman Montgomery and unanimously carried, that the Minutes Special Meeting of March 6, 2015, are hereby approved as presented.

The Minutes of the Bid Opening – South Mountain Pass of March 18, 2015, were reviewed.

Councilwoman Montgomery made a motion, seconded by Councilman Leonard and unanimously carried, that the Minutes of the Bid Opening – South Mountain Pass of March 18, 2015, are hereby approved as presented.

The Minutes of the Weekly Town Board Meeting of March 18, 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 March 18, 2015, are hereby approved as presented.

COMMITTEE REPORTS

CB – Councilman Leonard reported that the meeting took place on March 10, 2015 with one item on the agenda: Banker. The next meeting will be on April 14, 2015. He reminded everyone of the May 1, 2015 meeting at the Continental Village clubhouse on Stormwater, which is open to the public.

RECREATION – Councilman Van Tassel reported that at the meeting on March 31, 2015 the February financial report and meeting minutes were reviewed. Amber Stickle reported that the summer camp registration was successful with more than 100 campers registered for every week. The maintenance staff is working to get the park fields ready for opening day – April 18, 2015. The Recreation Commission discussed several topics including the vacancy on the Commission for which they are currently accepting potential candidates. Interviews will start shortly. The Commission has formed an athletics fields committee to review and plan maintenance and possible field improvements. If you are interested in volunteering for this committee contact Amber Stickle at 845-424-4618.

Councilman Van Tassel asked Claudio Marzollo to give a little report on the Depot Theatre. Mr. Marzollo reported that the theatre had just recently completed its first classical music weekend. It was a tremendous success and they received some very good sponsorships, which will help them for future events. He went on to report that “On Golden Pond” is in its final stages.

Councilwoman Montgomery reported on the Chestnut Ridge senior exercise program and the issue with setting up and taking down the chairs/tables. They are working on it and will come up with a solution.

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

PLANNING BOARD - Councilman Leonard reported that there was no meeting this month.

ZONING – Councilman Van Tassel reported that there was no meeting this month. The meeting scheduled for April has also been cancelled, as there were no agenda items. The next meeting will be held on May 11, 2015.

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

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Supervisor Shea discussed the South Mountain Pass Drainage project.

BUILDING & LAND ACQUISITION – Supervisor Shea reported that they are waiting to close on the VFW and things are moving ahead. They will then work on the Dahlia House upgrade and putting an elevator in the Town Hall.

BUTTERFIELD LIBRARY- Councilwoman Montgomery read the report submitted.

PUTNAM COUNTY LEGISLATOR – Legislator Scuccimarra was not in attendance. Town Clerk Merando reported that Legislator Scuccimarra was representing Philipstown at a Protective Service Committee meeting tonight. She and Dr. Powers, of Haldane, were there to discuss additional funding to hire a school resource officer.

Supervisor Shea commented on Haldane school and all the good things going on there.

Monthly Town Board Meeting
April 9, 2015

**TOWN OF PHILIPSTOWN
MONTHLY REPORT OF TOWN SUPERVISOR
MONIES RECEIVED AS OF APRIL 9, 2015**

GENERAL & PART-TOWN FUNDS

T.C. Fees – 2/15	188.13
T.C. Dog Fees – 2/15	215.00
Justice Fees – 2/15	8,232.00
Justice Fees – 2/15	4,534.00
Clear Channel Billboard	25,000.00
Bldg. Fees 3/15	5,004.00
Rec. Fees 3/15	23,954.58
Justice Fees 3/15	9,574.00
Putnam Co. DFY	1,982.00

HIGHWAY FUND

Gen. Ck. Gas	155.84
Put. Co. Gas	178.24
Village of Nelsonville Salt	3,482.88
Haldane School Salt	661.12
Put. Co. Sheriffs Gas	694.22

CONTINENTAL VILLAGE WATER DISTRICT

CONTINENTAL VILLAGE PARK DISTRICT

Clubhouse Fees	350.00
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AGENDA

1. Resolution scheduling a Public Hearing on the 2015 Cablevision Franchise Agreements for a period of ten (10) years.

Town Clerk Merando noted that there has to be two Public Hearings – one for the Southern portion and one for the Northern portion.

Supervisor Shea said he has had a lot of action with Cablevision, which has been all-positive. They are going to make a sizable donation so the town can buy computer terminals for the seniors at Chestnut Ridge. Cablevision will give the seniors free Internet service and the Town will get the franchise fee.

RESOLUTION #-2015

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

RESOLVED, that a Public Hearing on the 2015 Cablevision Franchise Agreement – Southern Portion for a period of ten (10) years is scheduled for April 29, 2015 at 7:30 pm and the Northern Portion at 7:45 pm.

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)

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby appoints Mark Galezo as Chairman of the Conservation Board effective immediately which term expires March 3, 2016.

3. Resolution accepting the resignation of Cecily Hall as a member of the Recreation Commission effective February 6, 2015.

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby accepts 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.

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby approves the 2014 Conservation Board's Annual Report and authorizes Town Clerk Merando to forward said report to the New York State Department of Environmental Conservation for filing.

A discussion went on about a Townwide cleanup. Supervisor Shea said that it is something that he will look into.

5. Resolution accepting the resignation of Dave Merandy as Town Councilman effective April 5, 2015.

Supervisor Shea thanked Mr. Merandy for all the work he did with the Town. He wished him all the best with his job as Mayor in the Village and looks forward to working with him.

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby accepts the resignation of Dave Merandy as Town Councilman effective April 5, 2015.

6. Resolution appointing a new member of the Town Board to replace Dave Merandy.

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby tables this item for further discussion.

7. Resolution authorizing Town Clerk Merando to advertise for proposals for the 2015 landscaping at the Town's Cemeteries.

Supervisor Shea said that the cemeteries were in good shape. Councilman Leonard noted that the winter took a toll on the Cold Spring Cemetery. Supervisor Shea wants to look into restoring some of the head stones. He would also like to inventory the cemeteries. A short discussion took place with regard to replacing the fence.

RESOLUTION #-2015

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

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RESOLVED, that the Town Board hereby authorizes 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 year's "Kids Fishing Day" scheduled for May 3, 2015.

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby authorizes a donation in the amount of \$300.00 to the Nelsonville Fish & Fur for this year's "Kids Fishing Day" scheduled for May 3, 2015.

9. Resolution authorizing Supervisor Shea to sign the CSEA Contract for the Highway Department.

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the CSEA contract for the Highway Department.

10. Code Enforcement Monthly report.

Town Clerk Merando read the monthly report.

11. Schedule Workshops/ Meetings.

April 29, 2015 Public Hearing – Cablevision – Northern portion @7:30pm
Public Hearing – Cablevision – Southern portion @7:45pm

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

Councilman Leonard reported that he attended the Pace University Land Use meetings, that were sponsored by the County, on March 16 and 30th. Barbara Scuccimarra, Cold Spring Trustee Fadde, and members of both the Zoning and Planning Boards of Cold Spring and the Town attended. Discussions included how to get tourists to the towns on weekends. The Fjord Trail was discussed as well. He also attended a meeting in Continental Village to discuss the Lakeland School taxes. Supervisor Shea said one of the issues down there is that the Philipstown portion doesn't seem to be on par with other Westchester towns.

Councilwoman Montgomery attended the Philipstown Coalition Cares forum and will be attending a presentation tomorrow from Senator Gillibrand's office. The discussion will be "trends and challenges" regarding heroin trafficking in the Hudson Valley. This area did

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get designated as a high intensity drug trafficking area and what this does is the designation gets us more resources for law enforcement. She also attended the Agricultural Forum at Glynwood Farm. It was a great experience. They talked about what their initiatives were for the future and what they will be looking for from the municipalities. Supervisor Shea said that he has, in the past, had meetings with them and what they are looking for are temporary permits for assembly so that they can have events there allowing them to have more people than what is allowed now. Councilman Van Tassel said that he hosted a meeting with the four (4) Fire Chiefs and the topic did come up with regard to this.

Supervisor Shea reported that the work has begun on expanding the parking lot for the Fjord Trail on 9D. This will give access to approx. 50 parking spaces.

Andy Chmar announced that there will be a meeting on April 29, 2015 for the final presentation of the draft master plan for the Fjord Trail at the Chalet at 6:30 pm. You will be able to review the maps and the preferred trail. The public is encouraged to come out and participate.

Supervisor Shea in hearing about this meeting on the Fjord Trail would like to change the date of the Public Hearing, which was scheduled earlier.

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby agrees to change the date of the Cablevision Franchise Public Hearing from April 29, 2015 to May 6, 2015 at 7:30 and 7:45 pm

Councilwoman Montgomery mentioned that she has been talking to the Department of State with regard to CFA consolidated funding grant and noted that these grants have a very quick turn around time.

13. Resolution appointing John Sullivan to the Continental Village Park District Advisory Committee.

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby appoints John Sullivan to the Continental Village Park District Advisory Committee.

14. Resolution authorizing Supervisor Shea to sign the contract between Putnam County Real Property Tax Services and the Town for all required documents in connection with real property taxes.

RESOLUTION #-2015

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

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the contract between the Town and the County of Putnam Real Property Tax Services to prepare all documents related to tax collection.

AUDIENCE

Claudio Marzollo said that he has spoken on a number of occasions about paving dirt roads and how he was against it. He has now changed his attitude and asks the Town to pave the rest of Lane Gate Road. Supervisor Shea said that there have been some concerns about paving and when these projects are done there are public discussions, meetings, etc. This is not done without being put out there to the public. He went on to say that nothing has been decided about South Mountain. The only work that is being done there at this time is the drainage. If people have questions they should call Town Hall or any member of the board with their concerns.

Mr. Bob Juby talked about his road that was paved and how good it has worked.

Mr. Mike Phelan said that he has two more people interested to fill the vacancies at the Park District. He has been speaking with Councilman Van Tassel with regard to the footbridge situation at the end of the lake at Steuben Road. Years ago there was a meeting on fixing it and plans were drawn up. Although the plan is adequate the fact is that a whole new footing has to be put in. With that plan the opening is going to be reduced by about 2 ½ - 3 ½ feet, which will exasperate the situation with Steuben Road washing out. The consensus is that the opening at the throat should be wider to allow the water to run into the lake. Mr. Phelan said that there is a fellow down there who is capable of designing and fabricating a curved arch bridge of about 40 feet. This will eliminate the need to rebuild the end of Steuben Road all the way to the old footing and which will allow a wider throat for the water to come down Canopus Road. In the last couple of years there have been a number of improvements. The catch basins have been cleaned up too. With these changes the volume of water will increase by about 20-25%. With the diminished throat the approach road would wash out every two to three years. They propose that we should revisit the size and scope of the bridge to facilitate having all the water stay confined in one spot so that; a) the bridge doesn't wash out again and b) the roads do not wash out every two or three years. Preliminarily they drew up some plans for pricing on just replacing the bridge. To do it 40 feet instead of the 20 feet is probably a difference of \$14,000. Supervisor Shea asked what the total cost of the bridge would be. Mr. Phelan said that it would cost about \$39,000 to \$40,000. A short discussion pursued on the safety.

Cecelia announced that the meeting that Councilwoman Montgomery attended back in March can be seen by going to "youtube" and type in "Putnam county communities that care coalition March 11, 2015."

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Andy Chmar had two announcements: first, the Hudson Highlands "Take a Hike" program: the first hike is "Take a hike to the Boardwalk." There are seven other hikes and you should go to the website and sign up www.hlt.org. The second thing is their annual sustainability forum "Food for Thought – Shopping, Cooking and Eating Sustainably" at the Highland Country Club on April 19, 2015 11:00 am to 3:00 pm and it is free.

Councilman Van Tassel said that the Fire Chiefs identified the need of a map of the trails to the district lines and one email to Andy Chmar and they had the map. He thanked Mr. Chmar

Mr. Terry Zaleski of the Old Road Society announced that the organization, which has been in existence for over 30 years, has just been designated a 501C3 corporation. They have always been a membership corporation under 501C4, but now they are eligible to receive grants and other forms of assistance. They are hopeful that they will be able to attract grants and other assistance that will enable them to work even more in partnership with the Town in researching best practices, coming up with different approaches and being very creative as to how they can go about maintaining the Town's rural heritage.

VACANCIES

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

APPROVAL OF VOUCHERS

Councilman Van Tassel made a motion, seconded by Councilwoman Montgomery and unanimously carried that the General Vouchers in the amount of \$241,693.86 are hereby approved as set forth in Abstract 3A & 4.

Councilwoman Montgomery made a motion, seconded by Councilman Leonard and unanimously carried that the Highway Vouchers in the amount of \$89,553.81 are hereby approved as set forth in Abstract 3A & 4.

Councilwoman Montgomery made a motion, seconded by Councilman Leonard and unanimously carried that the CVPD Vouchers in the amount of \$2,813.98 are hereby approved as set forth in Abstract 3A & 4.

Councilman Van Tassel made a motion, seconded by Councilwoman Montgomery and unanimously carried that the CVWD Vouchers in the amount of \$13,038.27 are hereby approved as set forth in Abstract 3A & 4.

Monthly Town Board Meeting
April 9, 2015

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 9:00 pm.

Respectfully submitted by,

Theresa Crawley
Deputy Town Clerk

Special Town Board Meeting
May 1, 2015 9:10 a.m. Town Hall

PRESENT: Nancy Montgomery Councilwoman
 John Van Tassel Councilman
 David Merandy Councilman
 Michael Leonard Councilman

ABSENT: Richard Shea Supervisor

AGENDA

1. Resolution awarding the Indian Brook Road Culvert Project to Con-Tech in the amount not to exceed that submitted of \$377,100.00.

RESOLUTION

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

WHEREAS, the Town of Philipstown has undertaken a project for removal and replacement of the existing culvert along Indian Brook Road; and

WHEREAS, the Town has solicited bids for the said project; and

WHEREAS, the Town has received sealed bids on the above project and referred those bids to the Town's Consulting Engineer for review and comment; and

WHEREAS, by letter dated April 30, 2015, the Town's Consulting Engineer has reported that Con-Tech Construction Technology, Inc., is the lowest bidder,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board does hereby award the contract to perform the Indian Brook Road Culvert Replacement (DeSilva) Project to Con-Tech Construction Technology, Inc., Yorktown Heights, New York 10598, in the bid amount of THREE HUNDRED SEVENTY-SEVEN THOUSAND ONE HUNDRED AND 00/000 DOLLARS (\$377,100.00; and
2. That the Town Board directs that notice of the award be sent to Con-Tech Construction Technology, Inc., and to the Town's Consulting Engineer, and that the Town Supervisor is authorized to sign the contract for the project together with all further documents necessary to effectuate and carry out its purpose.

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilman Leonard to close the Special Meeting at 9:11 a.m.

Respectfully submitted by,

Tina M. Merando, Town Clerk

THOMAS, DROHAN, WAXMAN, PETIGROW & MAYLE, LLP

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www.tdwpm.com

*ADMITTED IN NEW YORK AND NEW JERSEY
**ADMITTED IN NEW YORK AND CONNECTICUT

April 2, 2015

FIRST-CLASS MAIL

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

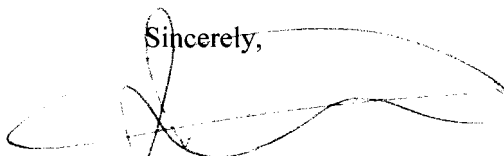
Re: Legal Fees - 2015

Dear Mr. Shea:

We are writing to you regarding the continuation of legal services for fiscal year 2015. Due to the continuing difficulty municipalities are experiencing in financing budgets, our firm has again elected to freeze our rates at the levels in effect since 2009. Therefore, we will continue to charge the Town of Philipstown at the rate of \$200.00 per hour for attorneys and \$95.00 per hour for paralegal services for the period of January 1 through December 31, 2015.

I have enclosed a duplicate copy of this agreement with a signature line. If it is acceptable to you, I would appreciate your executing it and returning it to me. It will constitute an agreement between the Town and our firm.

Sincerely,



Judith Crelin Mayle

JCM/al
Enclosure

ACCEPTED AND AGREED TO:

By: _____
Richard Shea, Supervisor

Dated: _____

RESOLUTION #

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that Supervisor Shea is hereby authorized to sign the agreement between Judith Mayle for legal services for fiscal year 2015 at the rate of \$200.00 per hour for attorneys and \$95.00 per hour for paralegal services for the period of January 1, 2015 through December 31, 2015.



Public Employer Risk Management Association, Inc.

9 Cornell Road, Latham, NY 12110

Toll Free in US (888) 737-6269

www.perma.org

Managed by Northeast Association Management, Inc.

3

March 20, 2015

Re: New VFBL/VAWBL "Good Samaritan" legislation

Dear PERMA Member,

On December 17, 2014, Governor Cuomo signed into law amendments to the General Municipal Law and the Volunteer Ambulance Workers' Benefits Law to provide coverage for volunteer firefighters and ambulance workers when they volunteer at an out-of-district accident scene before an officer in charge accepts their services. The governing body of the assisting volunteer must pass a resolution in order to make the coverage available. Once a resolution is passed, if a volunteer is injured, his/her coverage would be provided under his/her own company's VFBL or VAWBL. **This law will go into effect on June 15.**

The new law's intention is to provide coverage when an out-of-district volunteer assists before a jurisdictional officer arrives. Currently, a volunteer acting as a "good Samaritan" has no coverage if injured before the officer in charge accepts the volunteer's assistance. It is important to note that when a jurisdictional officer arrives at the scene, an assisting volunteer's services must be accepted or the volunteer must cease assistance.

In order to protect volunteer firefighters and ambulance workers who render assistance prior to a jurisdictional officer arriving on the scene, their governing body must pass a resolution. **A suggested resolution follows** (form is for VFBL; VAWBL verbiage is *italicized*):

It is the intent of this Resolution to make available the coverage provided by General Municipal Law Section 209-i1-b (*Volunteer Ambulance Workers' Benefit Law Section 5-1*).

Whenever a volunteer firefighter (*ambulance worker*) of the _____ Fire District (*Ambulance Corps*) provides services under General Municipal Law Section 209-I (*Volunteer Ambulance Workers' Benefit Law Section 5*) when there is no jurisdictional officer in command present, such volunteer firefighter (*ambulance worker*) shall be entitled to coverage under the VFBL (*VAWBL*) coverage provided by the _____ Fire District (*Ambulance Corps*) for the provision of such services. Upon the arrival of a jurisdictional officer in command, such volunteer firefighter (*ambulance worker*) shall report to such officer and offer his/her services to assist such fire (*ambulance*) company or fire (*ambulance*) department. If such offer of assistance is not accepted, then the volunteer firefighter (*ambulance worker*) of the _____ Fire District (*Ambulance Corps*) must immediately cease providing any additional service at the scene of the emergency.

Enclosed is a copy of the legislative amendment for further review. **If you have any questions, please contact the PERMA underwriting department at 888-737-6269.**

RESOLUTION #

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

WHEREAS, it is the intent of this Resolution to make available the coverage provided by General Municipal Law Section 209-il-b (Volunteer Ambulance Workers' Benefit Law Section 5-1); and

WHEREAS, whenever a volunteer firefighter or ambulance worker of the Town of Philipstown Fire Companies or Ambulance Corps provides services under General Municipal Law Section 209-1, when there is no jurisdictional officer in command present, such volunteer firefighter or ambulance worker shall be entitled to coverage under the VFBL coverage provided by the Philipstown Fire Companies or Ambulance Corps for the provision of such services;

NOW, THEREFORE, BE IT RESOLVED, that upon the arrival of a jurisdictional officer in command, such volunteer firefighter or ambulance worker shall report to such office and offer his/her services to assist such fire or ambulance company or fire department. If such office of assistance is not accepted, then the volunteer firefighter or ambulance worker of the Philipstown Fire Companies or Ambulance Corps. must immediately cease providing any additional service at the scene of the emergency. ✓

APPLICATION FOR PARADE PERMIT

1. The name, address and telephone number of the person seeking to conduct such parade
David Marzello - 914 330 7027 operating as MAYfest
189 Lane Gate Rd
Cold Spring, NY 10516
2. If the parade is proposed to be conducted for, on behalf of or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization
Catskill Chill Music Festival operating as MAYfest
189 Lane Gate Rd
Cold Spring, NY 10516
3. The name, address and telephone number of the person who will be the Parade Chair and who will be responsible for its conduct.
David Marzello - 914 330 7027
189 Lane Gate Rd, Cold Spring, NY 10516
4. The date when the parade is to be conducted.
5/22/2015 to 5/24/2015
5. The route to be traveled, the starting point and the termination point (attach map if appropriate).
Surprise Lake Camp - beginning + Ending point
582 Surprise Lake Camp
Cold Spring, NY 10516
6. The approximate number of persons who, and animals and vehicles, which will constitute such parade; the type of animals and description of the vehicles.
300 to 400 total people.
7. The hours when such parade will start and terminate.
3:00 to 12:00 PM Friday 5-22-2015. 8:00 AM to 12:00 PM Saturday and Sunday 5/23 + 5/24
8. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed.
The festival will not use any public roads and will exist only on Surprise lake camp's property

9. The location by streets of any assembly areas for such parade.

None - All Assembly will take place on private property

10. The time at which units of the parade will begin to assemble at any such assembly area or areas.

N/A All assembly will take place on ~~public~~ private property

11. The interval of space to be maintained between units of such parade.

N/A

12. If the parade is designed to be held by and on behalf of or for any person other than the applicant, the applicant for such permit shall file with the Town Clerk a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf. Person other than applicant proposing to hold parade (attach authorization.)

N/A

13. The arrangements to be made for any sanitary facilities and for collection and disposal of any garbage, refuse or waste from the parade route or area at the conclusion of the parade.

Festival will employ private refuse and recycling personnel

14. Any additional information which the Supervisor shall find reasonably necessary to determine whether a permit should be issued.

All activities will take place at surprise lake camp, using their maximum occupancy guidelines. MAFest will feature yoga classes, art classes and musical performances.

Dave Marcello operating as MAFest
APPLICANT

4/15/2015
DATE

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the Parade Permit for David Marzollo's event scheduled for May 22nd through May 24, 2015 and hereby waives the fees associated with said permit.

APPLICATION FOR PARADE PERMIT

1. The name, address and telephone number of the person seeking to conduct such parade.

Walter Hoving Home, Inc. Beth Greco
 PO Box 194 424-3674
 Garrison, NY 10524

2. If the parade is proposed to be conducted for, on behalf of or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization.

SAME AS ABOVE

3. The name, address and telephone number of the person who will be the Parade Chair and who will be responsible for its conduct.

ASHLEY PUTNAM 424-3674
 P.O. Box 194
 GARRISON, NY 10524

4. The date when the parade is to be conducted.

July 11, 2015

5. The route to be traveled, the starting point and the termination point (attach map if appropriate).

START -> 40 WALTER HOVING ROAD, South to SNAKEHILL Rd.,
 WEST ON SNAKEHILL RD, NORTH ON ROUTE 9D, WEST ON MAIN ST.,
 WALK TO RIVER FRONT, EAST ON MAIN ST., SOUTH ON RT 9D,
 PICK UP AT BACK OF OLD HOSPITAL PARKING LOT.

6. The approximate number of persons who, and animals and vehicles, which will constitute such parade; the type of animals and description of the vehicles.

125 PEOPLE

7. The hours when such parade will start and terminate.

10 AM - 1 PM

8. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed.

WALKERS / RUNNERS WILL BE IN GROUPS OF 2-3
 AND WALK ON SHOULDER OF ROAD OR SIDEWALKS

9. The location by streets of any assembly areas for such parade.

START - 40 WALTER HAVING RD, GARRISON

FINISH - BACK OF OLD HOSPITAL

10. The time at which units of the parade will begin to assemble at any such assembly area or areas.

9:30 AM at START LINE

11. The interval of space to be maintained between units of such parade.

EACH GROUP WILL WALK/RUN AT OWN PACE

12. If the parade is designed to be held by and on behalf of or for any person other than the applicant, the applicant for such permit shall file with the Town Clerk a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf. Person other than applicant proposing to hold parade (attach authorization.)

N/A

13. The arrangements to be made for any sanitary facilities and for collection and disposal of any garbage, refuse or waste from the parade route or area at the conclusion of the parade.

WE WILL DISPOSE OF ALL TRASH

14. Any additional information which the Supervisor shall find reasonably necessary to determine whether a permit should be issued.

THANK YOU FOR YOUR YEARS OF SUPPORT!

Boeth Heco

APPLICANT

4-24-15

DATE

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the Parade Permit for the Walter Hoving Home for an event scheduled for July 11, 2015 and hereby waives the fees associated with said permit.

6

2014 SPONSOR AUTHORIZATION FORM

SERVICE AWARD PROGRAM

Town of Philipstown
Garrison Volunteer Ambulance Corps.

Deadline: **5/1/2015**

Instructions

This form is to be signed by the Supervisor of the Town of Philipstown after the 2014 ambulance worker service listing has been posted for at least 30 days, as certified by the completion of the 2014 Ambulance Company Posting Certification Form. Please sign and return the ENTIRE 2014 DATA REQUEST PACKAGE to:

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

Authorization

I hereby authorize Penflex, Inc. to use the data herein submitted about active volunteer ambulance worker Service Award Program 2014 records. I understand this data will be used to determine the funding requirements of the Service Award Program, the eligibility of persons to be paid Service Award Program cash benefits, and the amount of benefits to be paid to such persons. I understand that if any of the 2014 administrative services provided by Penflex, Inc. must be redone due to errors in the data herein submitted that there may be an additional charge payable by the program sponsor. I further understand that Penflex, Inc. will not be liable for any errors in the calculation of the amounts due or payable from the Service Award Program Trust Fund which is the direct result of an error or errors in the data submitted herein.

Signature
Supervisor
Town of Philipstown

Date Signed

RESOLUTION #

The following Resolution was presented by _____, seconded by _____ and
unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the
2014 Sponsor Authorization Form for the Garrison Volunteer Ambulance Corps.
Length of Service Award Program.

2014 AMBULANCE COMPANY POSTING CERTIFICATION FORM

SERVICE AWARD PROGRAM

Town of Philipstown
Garrison Volunteer Ambulance Corps.

Instructions

To comply with New York State Law, after the 2014 points listing has been approved by the governing board of the Town of Philipstown, it must be posted in the Ambulance Company's principal headquarters for a period of at least 30 days. Please have the person responsible for compiling the points and/or prior service enter their name and contact information on the form below, and enter the date the list and this form was first posted. When the 30 day posting period is complete, please sign the bottom section of this form and enter the date the list was removed. Then please return the Data Request Package to the Town of Philipstown for final authorization.

Notice to Volunteer Ambulance Workers about Posting

New York State Law requires that the approved and certified 2014 service listing be posted for 30 days for review by the members. Please review your service closely, and if you feel the service or points listed for you on the list is incorrect, please contact the person noted below.

The attached list has been completed by:

PATRICIA LOISELE

Name

845-424-2422

Day Phone Number

917 825-1600

Evening Phone number

ploisele@aol.com
e-mail Address


The approved and certified 2014 service listing was posted on this date: March 15, 2015

Posting Certification

I hereby certify that the approved and certified 2014 service listing was posted for no less than 30 days.

☒ No changes were made to the listing.

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


President's Signature

4.19.2015
Date listing was removed

2014 AMBULANCE COMPANY SERVICE CERTIFICATION FORM

SERVICE AWARD PROGRAM

Town of Philipstown
Garrison Volunteer Ambulance Corps.

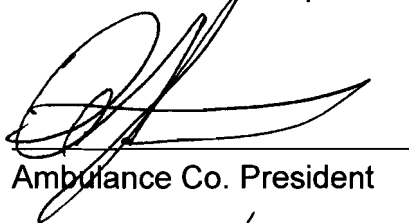
Deadline: 2/1/2015

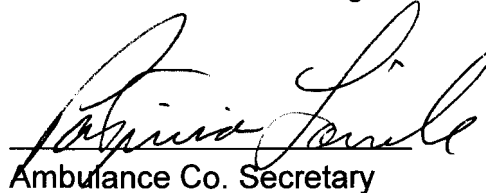
Instructions

New York State General Municipal Law requires that the list of members of the Ambulance Company indicating those who earned a year of service credit during 2014, those that did not earn a year of credit in 2014, those who were granted prior service credit (years of service credit earned prior to the program's effective date) in 2014, and those who waived participation must be certified under oath by the President, Secretary and Chief (or comparable officers). Once complete, the 2014 Data Request Package should be sent to the Town of Philipstown for approval.

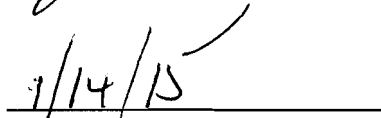
Certification

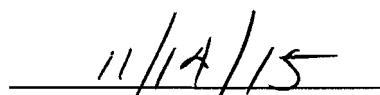
We certify under oath the attached is a list that includes all 2014 Active Members of the Ambulance Company and indicates the points earned by each volunteer in accordance with the Service Award Program Point System which will be used to determine who will be credited with a year of service for calendar 2014. We also certify that the years of prior service credit shown was earned during 2014 by Active Members of the Ambulance Company, and has been prepared in accordance with the provisions of the Service Award Program.



Ambulance Co. President

Ambulance Co. Secretary

Ambulance Co. Chief

Date Signed

Date Signed

Date Signed

2014 SPONSOR APPROVAL FORM

SERVICE AWARD PROGRAM

Town of Philipstown

Garrison Volunteer Ambulance Corps.

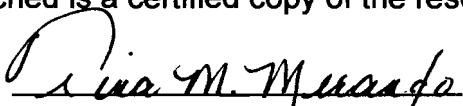
Deadline: 3/1/2015

Instructions

This form is to be signed by either the clerk with a copy of the certified resolution attached OR by all members of the Town of Philipstown governing board once the volunteer ambulance worker Service Award Program certified points listing has been reviewed and approved by the Board. Once this form has been completed, the entire Data Request Package should be returned to the Ambulance Company so that the list can be posted for at least 30 days as required by New York State Law.

Approval

By resolution of the Town of Philipstown governing board, they approved the Service Award Program list of all 2014 volunteer ambulance workers of the Garrison Volunteer Ambulance Corps.. Attached is a certified copy of the resolution.


Clerk

1-28-15
Date Signed

----- OR -----

The Town of Philipstown herein approves the volunteer ambulance worker Service Award Program list of all 2014 active volunteer ambulance workers of the Ambulance Company.

Governing Board Member

Date Signed

Governing Board Member

Date Signed

Governing Board Member

Date Signed

Governing Board Member

Date Signed

Governing Board Member

Date Signed

SPECIAL MEETING VFW POST #2362

RESOLUTION OF MEMBERS MARCH 25, 2015
SPECIAL MEETING AUTHORIZING RELEASE
OF AGREEMENT BETWEEN THE TOWN OF
PHILIPSTOWN AND JAMES HARVEY HUST'S POST #2362
VETERANS OF FOREIGN WARS.

RESOLVED, THAT THE OFFICERS OF VETERANS OF
FOREIGN WARS POST NO. 2362, ARE HEREBY
DIRECTED AND AUTHORIZED TO EXECUTE THE
NECESSARY DOCUMENTS TO EFFECTUATE THE
RELEASE OF THE ^{LEASE} AGREEMENT FOR THE USE
OF THE PRESENT PORTION OF THE PREMISES
FOR FIFTY (50) YEARS AS SIGNED OCTOBER 11, 1989.

THE TERMS AND CONDITIONS OF THIS SALE ARE
FOR THE SUM OF NINETY THOUSAND DOLLARS (\$90,000.00)
TO BE PAID TO THE VETERANS OF FOREIGN WARS
POST NO. 2362 BY THE TOWN OF PHILIPSTOWN.

Unanimously agreed and signed by following members

Elmer G. Murphy, Commodore
Thomas H. Reed, Quartermaster

James P. DeFuria
James P. DeFuria
Philip P. DeFuria
Arthur S. W. W. W. W.
Philip P. DeFuria
Edward J. Engelhardt
Roger G. Kappert
Stephen C. Mercede
Michael C. Allen
Ralph J. Harrison

RESOLUTION#

WHEREAS, the Town of Philipstown owns certain real property located at 34 Kemble Avenue, Cold Spring, New York; and

WHEREAS, the said property is subject to a fifty (50) year lease agreement signed on October 11, 1989, held by the Veterans of Foreign Wars, James Harvey Hustis Post No. 2362; and

WHEREAS, the Town wishes to sell the property free and clear of the lease interest and, by resolution dated the 25th day of March 2015, the Veterans of Foreign Wars, James Harvey Hustis Post No. 2362 agreed to release and extinguish its lease in return for Ninety Thousand and 00/100 Dollars (\$90,000); and

WHEREAS, the Town Board has before it a Surrender and Release Agreement in regard to the lease, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the Town Board hereby agrees to pay the Veterans of Foreign Wars, James Harvey Hustis Post No. 2362, Ninety Thousand and 00/100 Dollars (\$90,000) in return for release and extinguishment of its lease contingent upon closing of the pending sale of the property; and
2. That the Town Board authorizes Supervisor Shea to sign the Surrender and Release Agreement and any documents necessary to record it and effectuate its terms and provisions, effective upon closing of the pending sale of the property.

_____ presented the foregoing resolution which was seconded by _____.

The vote on the foregoing resolution was as follows:

Nancy Montgomery, Councilwoman, voting _____

Michael Leonard, Councilman, voting _____

John VanTassel, Councilman, voting _____

Councilman, voting _____

Richard Shea, Supervisor, voting _____

SURRENDER AND RELEASE AGREEMENT

THIS AGREEMENT made the 7 day of ^{MAY}~~January~~, 2015 by and between the Town of Philipstown , a municipal corporation with a principal place of business at Town Hall, 328 Main Street, Cold Spring, New York (hereinafter "Landlord") and James Harvey Hustis Post No.2362, Veterans of Foreign Wars of the United States, Incorporated a domestic corporation having a principal place of business at Kemble Avenue, Cold Spring, New York (hereinafter "Tenant"),

WHEREAS, Landlord and Tenant entered into a lease agreement contained in a deed dated October 11, 1989 and recorded in the Putnam County Clerk's Office on October 17, 1989 in Liber 1072 at page 233. The lease agreement is for certain property in the Town of Philipstown, County of Putnam , State of New York, consisting of 590 square feet of space for the use as a meeting facility located at 34 Kemble Avenue, Town of Philipstown, New York (hereinafter the "Lease"), and

WHEREAS, the parties have come to an agreement that the Tenant would surrender all of its rights in and to the Lease to the Landlord and in exchange the Landlord would release the Tenant from all of its obligations under the Lease.

NOW, THEREFORE, in consideration of the provisions hereinafter set forth the parties agree as follows:

1. The Tenant hereby surrenders all its rights in and to the Lease in consideration of the release of Tenant by the Landlord of all obligations to pay the unpaid rent, the current and future rent.

2. The Tenant represents that it has not assigned any of its interest in the Lease to any other party and that it has the power and right to execute and deliver this Surrender and

Release Agreement. The Tenant further represents that the execution and delivery of this Surrender and Release Agreement has been duly authorized by the Board of Directors of James Harvey Hustis Post No.2362, Veterans of Foreign Wars of the United States, Incorporated at a meeting of the Board of Directors called for the purpose of authorizing the execution of this Surrender and Release Agreement by a duly authorized officer of the Tenant.

3. The Landlord hereby releases the Tenant from all its obligations in and under the Lease in consideration of the surrender by the Tenant of all its rights in and to the Lease..

4. The Landlord represents that the execution and delivery of this Surrender and Release Agreement has been duly authorized by the Town of Board at a Town Board meeting called for the purpose of authorizing the execution of this Surrender and Lease Agreement by the Supervisor on behalf of the Landlord.

5. The parties agree to execute such other and further instruments as may be appropriate from time-to-time to carry out the purposes and intent of this Surrender and Release Agreement should that become necessary.

6. Parties agree that this document shall be recorded in the Putnam County Clerk's Office. Parties will execute all necessary recording documents.

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

Town of Philipstown

By: _____
Name: Richard Shea
Title: Town Supervisor

James Harvey Hustis Post No.2362, Veterans of Foreign Wars of the United States, Incorporated

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
) ss:
COUNTY OF PUTNAM)

On the ____ day of January, 2015, before me, the undersigned, a notary public in and for said state, personally appeared Richard Shea, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF PUTNAM)

On the ____ day of January, 2015, before me, the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

Notary Public

James R. Loeb
Richard J. Drake, *retired*
Glen L. Heller*
Marianna R. Kennedy
Gary J. Gogerty
Stephen J. Gaba
Adam L. Rodd
Dominic Cordisco
Timothy P. McElduff, Jr.
Ralph L. Puglielle, Jr.
Nicholas A. Pascale

Benjamin M. Wilkinson
Taylor M. Palmer
Lisa M. Card
Alana R. Bartley

Thomas J. Egan
Of Counsel

*LL.M. in Taxation

February 23, 2015

ATTN: SUPERVISOR RICHARD SHEA
Town of Philipstown
Town Hall
238 Main Street
Cold Spring, NY 10516

Re: Sale of VFW Building
Our Matter ID: 6082-6590511

Dear Richard:

Enclosed please find the original sales contract for the VFW property signed by the buyer. Kindly execute the contract in the two indicated spaces and return it to me at your earliest convenience.

As you can see from paragraph "8" in the contract, the date set for the closing is March 12, 2015. However, reasonable adjournments of the closing date are available if necessary. Please let me know what progress you have made in regard to getting the VFW to terminate its lease on the property. As you know, the Town cannot close until the VFW lease has been terminated.

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

Very truly yours,



STEPHEN J. GABA

SJG/ev/408640
Enclosure

CONTRACT OF SALE

DATE

This Contract of Sale is made as of this 10th day of February, 2015

PARTIES

The Seller, **TOWN OF PHILIPSTOWN**, a municipal corporation of the State of New York, with an address at Town Hall, 238 Main Street, Cold Spring, New York 10516 (hereinafter "SELLER"),

The Purchaser, **KIMBERLY CONNER**, an individual residing at 260 East Mountain Road South, Cold Spring, New York 10516 (hereinafter "PURCHASER"),

PREMISES

1. SELLER shall sell and convey and PURCHASER shall purchase one (1) parcel of property lying and being in the Village of Cold Spring, Town of Philipstown, County of Putnam, State of New York, more fully described on Schedule "A" annexed hereto and made a part hereof and also further described as Tax Map Section Block and Lot No. 48.12-2-58.

Together with SELLER'S ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the premises to the center line hereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway.

PERSONAL PROPERTY

2. The sale also includes all fixtures now attached to or appurtenant in the Premises unless excluded below. They include but are not limited to plumbing, heating, lighting, TO THE EXTENT SAME ARE LOCATED ON THE PREMISES and in their "AS IS, WHERE IS" condition.

PURCHASE PRICE

3. The purchase price is \$285,000.00

Payable as follows:

On the acceptance of the bid by the town: \$ 28,500.00

BALANCE AT CLOSING: \$256,500.00

ACCEPTABLE FUNDS

4. All money payable under this contract unless otherwise specified, shall be either:
- (a) good certified check of PURCHASER, or official check of any bank, savings bank, trust company or savings and loan association, having a banking office in the State of New York, payable to the order of SELLER, or
 - (b) as to money other than the purchase price payable to SELLER at closing, uncertified check of PURCHASER up to the amount of closing adjustments, and
 - (c) Wire transfer, or
 - (d) As otherwise agreed to in writing by SELLER or SELLER'S attorney. **Endorsed checks and Attorney ILOA checks will not be accepted.**

"SUBJECT TO" PROVISIONS

5. The Premises are to be transferred subject to:
- (a) Laws and governmental regulations that affect the use and maintenance of the Premises, provided that they are not violated by the buildings and improvements erected on the Premises.
 - (b) Consents for the erection of any structures on, under or above any streets on which the Premises abut.
 - (c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
 - (d) Covenants, easements and restrictions of record, if any, provided the same do not render title uninsurable.
 - (e) Such state of facts as an accurate survey or a personal inspection of the said Premises may reveal, provided the same do not render title uninsurable.
 - (f) Notes on filed map, if any.

SELLER'S REPRESENTATIONS

6. (a) SELLER represents and warrants to PURCHASER that:
- i) The Premises abut or have a right of access to a public road;

ii) SELLER is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

iii) SELLER is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA"); and

iv) SELLER has been known by no other name for the past ten (10) years.

(b) SELLER covenants and warrants that all the representations and warranties set forth in this contract shall be true and correct at closing.

(c) Except as otherwise expressly set forth in this contract, none of SELLER'S covenants, representations, warranties or other obligations contained in this contract shall survive closing.

CLOSING, DEED AND TITLE

7. "Closing" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain and Sale deed in proper statutory form for recording so as to transfer full ownership to the Premises, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

CLOSING DATE AND PLACE

8. CLOSING will take place at the office of DRAKE LOEB, PLLC, 555 Hudson Valley Avenue, Suite 100, New Windsor, New York, at 10:00 a.m. on or about March 12, 2015.

CONDITIONS TO CLOSING

9. This Contract and PURCHASER'S obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of closing, of the representations and warranties of SELLER made in this Contract.

(b) The delivery by SELLER to PURCHASER of a certification stating that SELLER is not a foreign person, which certification shall be in the form then required by FIRPTA. If SELLER fails to deliver the aforesaid certification or if PURCHASER is not entitled under FIRPTA to rely on such certification, PURCHASER shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit to the Internal Revenue Service.

(c) The delivery by the parties of any other affidavits required as a condition of recording and deed.

DEED TRANSFER AND RECORDING TAXES

10. In the event a transfer tax is determined to be due, at closing SELLER will deliver a check payable to the order of the Putnam County Clerk in the amount of any tax payable by reason of the delivery or recording of the deed. It is anticipated that no transfer tax will be due on the sale because the SELLER is a municipality.

USE OF PURCHASE PRICE TO PAY ENCUMBRANCES

11. If at closing there is anything else affecting the sale which SELLER is obligated to pay and discharge, SELLER may use any portion of the balance of the purchase price to discharge them, provided SELLER shall simultaneously deliver to PURCHASER at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative, SELLER may deposit money with the title insurance company employed by PURCHASER acceptable to and required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the Premises. Upon request made within a reasonable time before CLOSING, PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

TITLE EXAMINATIONS: SELLER'S INABILITY TO CONVEY; LIMITATIONS OF LIABILITY

12. (a) PURCHASER shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the Action Date. PURCHASER shall cause a copy of the title report and of any additions thereto to be delivered to the attorney for SELLER promptly after receipts hereof, and PURCHASER'S attorney will promptly notify the SELLER'S attorney of any title objections.

(b)(i) If at the date of Closing SELLER is unable to transfer title to PURCHASER in accordance with this Contract, other than those subject to which PURCHASER is obligated to accept title hereunder or which PURCHASER may have waived and other than those which SELLER has herein expressly agreed to remove, remedy or discharge and if PURCHASER shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, SELLER shall have the right, at SELLER'S sole election, either to take such action as SELLER may deem advisable to remove, remedy, discharge or comply with such defects or to cancel the Contract;

(ii) If SELLER elects to take action to remove, remedy or comply with such defects, SELLER shall be entitled from time to time, upon notice to PURCHASER, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate and the date for Closing shall be adjourned to a date specified by SELLER and agreed to by PURCHASER. If for any reason whatsoever, SELLER shall not have succeeded in removing, remedying or complying with such defects at the expiration of such adjournments, and if PURCHASER shall

still be unwilling to waive the same and close title without abatement of the purchase price, then either party may cancel this Contract by notice to the other given with 10 days after such adjourned date;

(c) If this Contract is cancelled pursuant to its terms, other than as a result of PURCHASER'S default, this Contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: SELLER shall promptly refund the down payment to PURCHASER.

AFFIDAVITS AS TO JUDGMENTS, BANKRUPTCIES

13. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver to PURCHASER a satisfactory detailed affidavit at Closing showing that they are not against SELLER.

DEFAULTS AND REMEDIES

14. If PURCHASER defaults hereunder, SELLER'S sole remedy shall be to receive and retain the down payment as liquidated damages, it being agreed that SELLER'S damages in case of PURCHASER'S default might be impossible to ascertain and that the down payment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

NOTICES

15. Any notice or other communication ("Notice") required to be given hereunder shall be given in writing and either:

(a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf, by certified mail return receipt requested, with postage prepaid, or

(b) delivered in person or sent by Federal Express or another nationally recognized overnight courier, with receipt acknowledged, to the respective addresses given in this Contract for the party, to whom the Notice is to be given, or to such other address as such party shall hereafter designate by Notice given to the other party or pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that each Notice delivered in person or by overnight courier shall be deemed given when delivered:

To Seller's Attorney:

Stephen J. Gaba, Esq.
Drake Loeb PLLC
555 Hudson Valley Avenue, Suite 100
New Windsor, New York 12553
(845) 561-0550

To Buyer's Attorney: Luke Hilpert, Esq.
Hilpert Law
75 South Riverside Avenue
Croton on Hudson, New York 10520
(914) 271-2100

or such other address as either party may hereafter designate in writing to the other parties hereto.

NO ASSIGNMENT

16. This Contract may not be assigned by PURCHASER without the prior written consent of SELLER in each instance and any purported assignment made without such consent shall be void.

BROKER

17. SELLER hereby states that it has not dealt with any broker in connection with this sale. PURCHASER warrants and represents to SELLER that PURCHASER has dealt with no broker other than Houlihan Lawrence and agrees to indemnify and hold harmless the SELLER against any claims or demands by any person firm or corporation arising out of the breach of such representation and warranty. PURCHASER further warrants and represents that PURCHASER is solely responsible for any and all commissions to be paid to Houlihan Lawrence and that the Broker may solely look to the PURCHASER for its commission in connection with this transaction. The provisions of this paragraph shall survive the closing and delivery of the deed, or if Closing does not occur, the termination of this Contract.

MISCELLANEOUS

18. (a) All prior understanding, agreement, representation and warranties, oral or written, between SELLER and PURCHASER are merged in this Contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Contract.

(b) Neither this Contract nor any provision thereof may be waived, changed or cancelled except in writing. This Contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter and shall include the masculine and feminine gender, whenever the sense of this Contract may require it.

(d) The captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope of this Contract and shall not be considered in the interpretation of this Contract or any provision thereof.

(e) This Contract shall not be binding or in effect until duly executed by both parties and delivered by the SELLER to the PURCHASER.

(f) SELLER and PURCHASER shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this Contract. This subparagraph shall survive Closing.

(h) This Contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

PROVISIONS NOT TO SURVIVE CLOSING

19. No provision of this contract shall survive closing of title and delivery of the deed, except as otherwise expressly provided herein.

AMENDMENTS

20. The PURCHASER acknowledges that this contract was prepared by the attorney for the SELLER. To the extent that changes made by the PURCHASER or by the PURCHASER'S attorney are not initialed by the SELLER, those changes shall not be binding upon the SELLER and the terms of this contract as originally prepared in that respect shall be binding upon all parties hereto.

POSSESSION

21. The possession of the PREMISES shall be delivered by the SELLER to the PURCHASER immediately after the closing of title herein.

ENTIRE AGREEMENT

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this contract.

CONTRACT OFFER

23. Notwithstanding anything herein to the contrary, it is specifically understood and agreed by the parties hereto that this Contract constitutes an offer on the part of the PURCHASER, and it shall not be binding upon the SELLER until the SELLER has executed this Contract.

PLAIN LANGUAGE

24. The PURCHASER has read this Agreement and believes that the language of this Agreement is clear and coherent and is a good faith attempt to comply with the Plain Language requirements of General Obligations Law Section 5-702.

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto:

SELLER:

TOWN OF PHILIPSTOWN

By: _____
Name: Richard Shea
Title: Town Supervisor

PURCHASER:

By: Kimberly Conner
Kimberly Conner

JRL/JMA/397911
6082-6590511
i/20/15

**RIDER TO CONTRACT OF SALE BY AND BETWEEN
TOWN OF PHILIPSTOWN, as Seller and
KIMBERLY CONNER, as Purchaser**

Notwithstanding any other term or provision of the printed form of the contract of sale, or any other Rider thereto, any of which this Rider supersedes, the parties by way of this separate rider hereby agree as follows:

1. Deposit in Escrow.

- a. The parties acknowledge that a deposit has been made with the Town Clerk in regard to purchase of the property in the amount of TWENTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$28,500). The Town Clerk shall hold the Deposit in escrow until Closing or sooner termination of this contract and shall pay over or apply the said deposit in accordance with the terms of this paragraph. The Town Clerk shall hold the deposit in a(n) non- interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Deposit and the party receiving the interest shall pay any income taxes, if any, thereon. The Social Security or Federal Identification numbers of the parties shall be furnished to the Town Clerk upon her request. At Closing, the said deposit shall be paid by Town Clerk to Seller. If for any reason Closing does not occur and either party gives Notice to Town Clerk demanding payment of the said deposit, the Town Clerk shall give prompt Notice to the other party of such demand. If the Town Clerk does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, the Town Clerk is hereby authorized and directed to make such payment. If the Town Clerk does receive such Notice of objection within such 10 day period or if for any other reason the Town Clerk in good faith shall elect not to make such payment, the Town Clerk shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, non-appealable judgment, order or decree of a court. However, the Town Clerk shall have the right at any time to deposit the Deposit and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, the Town Clerk shall be relieved and discharged of all further obligations and responsibilities hereunder.
- b. The parties acknowledge that the Town Clerk is acting solely as a stakeholder at their request and for their convenience and that the Town Clerk shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of the Town Clerk. Seller and Purchaser jointly and severally (with right of contribution) agree to defend

(by attorneys selected by the Town Clerk), indemnify and hold the Town Clerk harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by the Town Clerk in bad faith or in willful disregard of this contract or involving gross negligence on the part of the Town Clerk.

- c. The Town Clerk may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by her and shall be fully protected in so acting or refraining from action upon the advice of such counsel.
 - d. The Town Clerk acknowledges receipt of the said deposit by check subject to collection and the Town Clerk's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.
2. **Insurable Title.** Seller shall give and Purchaser shall accept such title as any reputable title company, a member of the New York State Board of Title Underwriters, shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for this contract.
3. **Conditions to Closing.** This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent.
- a. The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract
 - b. The delivery of the premises vacant and free of leases or tenancies, together with a key to the premises.
 - c. At or before the time of Closing Seller will provide a resolution authorizing the sale and delivery of the deed.

Richard Shea, Town Supervisor
THE TOWN OF PHILIPSTOWN, Seller



KIMBERLY CONNER, Purchaser

RESOLUTION #

WHEREAS, the Town of Philipstown is the owner of property located at 34 Kemble Avenue, Cold Spring, New York, known as Tax Map No. 48.12-2-58, and the Town has determined that said property is not needed for Town use, and should therefore be sold; and

WHEREAS, a notice requesting bids was duly published in the official newspaper of the Town, and duly posted on the Town Clerk's bulletin board; and

WHEREAS, the Town received and considered bids on said property, and accepted Kimberly Conner's bid to purchase the said property, in the amount of \$285,000.00; and

WHEREAS, the Town has negotiated an agreement with the VFW to extinguish the VFW lease on the said property in return for a payment of \$90,000, contingent upon completion of the said sale; and

WHEREAS, the Attorney for the Town was authorized to prepare a contract for the sale of property subject to approval by the Town Board; and

WHEREAS, following review by the Attorney for the Town and negotiations with the Attorney for the Purchaser, the Attorney for the Town has recommended that the Town accept the attached contract in accordance with the terms and conditions therein;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Town Board hereby approves the annexed contract with Kimberly Conner for the sale of 34 Kemble Avenue and authorizes the Supervisor to execute the same; and
2. The Town Board hereby authorizes the Supervisor to execute any and all further documents necessary to effectuate the sale.

_____ presented the foregoing resolution which was seconded by _____.

The vote on the foregoing resolution was as follows:

Nancy Montgomery, Councilwoman, voting _____

Michael Leonard, Councilman, voting _____

John VanTassel, Councilman, voting _____

Councilman, voting _____

Richard Shea, Supervisor, voting _____

A RESOLUTION OF SUPPORT ENDORSING THE MASTER PLAN OF THE HUDSON HIGHLANDS FJORD TRAIL IN THE TOWN OF PHILIPSTOWN

WHEREAS, officials of the Town of Philipstown consider bicycle and pedestrian transportation and safety to be of utmost importance to the region by providing the region with recreation and transportation opportunities, as well as the possibilities of economic and community development; and

WHEREAS, hiking opportunities in the Hudson Highlands attract thousands of visitors each year to the Route 9D corridor south of the City of Beacon in the Town of Fishkill; and

WHEREAS, the Towns of Philipstown and Fishkill, the City of Beacon and the Village of Cold Spring, Dutchess and Putnam counties, Scenic Hudson, Hudson Highlands Land Trust, Open Space Institute, Greenway Council have worked collaboratively with state Department of Transportation, state Office of Parks, Recreation and Historic Preservation and Metro-North Railroad to develop the concept and build support for the Hudson Highlands Fjord Trailway as a means of improving visitor safety, visitor access and economic development to the surrounding area; and

WHEREAS, many agencies have pledged funding for the Hudson Highlands Fjord Trail, including the Hudson Highlands Land Trust, NYS Hudson River Valley Greenway, Hudson River Foundation, and Open Space Institute. Additional support from Scenic Hudson, Town of Philipstown, Town of Fishkill, Village of Cold Spring, City of Beacon, Friends of Fahnestock & Hudson Highlands State Park, NY-NJ Trail Conference, Little Stony Point Citizens Association, NYS Office of Parks, Recreation and Historic Preservation, NYS Department of Transportation, and Metro-North Railroad; and

WHEREAS, Town of Philipstown has reviewed the Hudson Highlands Fjord Trail Master Plan; and

WHEREAS, officials of the Town of Philipstown feel that it is in the best interest of the citizens of the Town to endorse said plan;

NOW, THEREFORE BE IT RESOLVED, that the Town of Philipstown hereby endorses and Hudson Highlands Fjord Trail Master Plan and its goals and pledges to work with the lead agency to conduct the required environmental review.

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Town Clerk Merando to advertise for bidders for a New Pickup 4 Wheel Drive, Single Rear Wheel.

NOTICE TO BIDDERS

TOWN OF PHILIPSTOWN HIGHWAY DEPARTMENT

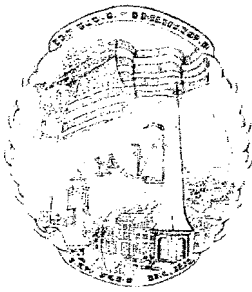
Sealed proposals will be received by the undersigned Town Clerk of the Town of Philipstown at her office in the Town Hall, 238 Main Street, Cold Spring, New York 10516 until 2 pm on, May 20, 2015 when the same will be publicly opened and read aloud for the sale to the Town of Philipstown of:

NEW PICKUP 4 WHEEL DRIVE, SINGLE REAR WHEEL

Meeting the specifications of the Town of Philipstown Highway Department. Copies of the specifications may be obtained from the office of said Town Clerk at the above address. The right is reserved to reject any and all bids. All purchase contracts awarded pursuant to this notice shall be subject to the provisions of Section 103-A, 103-B and 103-D of the General Municipal Law.

DATED: May 6, 2015

TINA MERANDO
TOWN CLERK
TOWN OF PHILIPSTOWN



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 April 2015

1. Fees Collected	<u>10 10,520.</u>
2. Total Number of Permits Issued	<u>19</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>5</u>
8. Additions, alterations or repairs commercial buildings:	<u>2</u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u>14</u>
10. Number of Certificates of Occupancy :	<u>22</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>3</u>
18. Inspection of buildings with 3 or more dwelling units:	<u>0</u>

Projects of Significance: Griffin Landscaping - Planning Board - site Plan App.
