

**Monthly Town Board Meeting**  
**August 7, 2014                      7:30 P.M.      Town Hall**

**SALUTE TO THE FLAG**

**REVIEW OF MINUTES**

- Bid Opening of May 23, 2014 – Manitou Station Road & Culvert
- Bid Opening of May 28, 2014 – Fjord Trail Signage
- Special Meeting of May 30, 2014
- Bid Opening of June 11, 2014 – Fjord Trail Signage
- Weekly Town Board Meeting of June 25, 2014
- Monthly Town Board Meeting of July 10, 2014
- Special Meeting of July 25, 2014
- Special Meeting of July 31, 2014

**COMMITTEE REPORTS**

1. Conservation Board      2. Recreation      3. Recycling      4. Planning Board
5. Zoning      6. Highway      7. Building & Land Acquisition
8. County Legislator's Report

**AGENDA**

1. Russell Cusick to address the Town Board with regard to Stormwater.
2. Resolution authorizing the release of escrow funds for CF Diversified Corp.
3. Resolution authorizing Supervisor Shea to sign the contract between the County of Putnam and Vintage Tech, LLC to provide Electronic Waste Recycling.  
*(Nunc Pro Tunc)*
4. Resolution calling for a Moratorium on the Algonquin Gas Transmission, LLC until air emissions, baseline assessment and risk assessment are completed and reviewed by local government officials, et al.
5. Resolution authorizing Supervisor Shea to sign the Temporary Construction & Maintenance Easements for 417 & 418 Sprout Brook Road, Garrison, New York.
6. Resolution appointing Lydia McMahon as a member of the Recreation Commission for a seven (7) year term, which will expire on September 1, 2021.
7. Code Enforcement Monthly Report.

8. Schedule Workshops/Meetings.
9. Any other business that may come before the Town Board.

#### **AUDIENCE**

#### **VACANCIES**

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**

BID OPENING  
May 23, 2014  
Proposal for Engineering Services  
Manitou Station Roadway and Culvert Design

The Town Clerk's Office held a Bid Opening for Proposals for Engineering Services for Manitou Station Roadway and Culvert Design for the Highway Department, on the above date at 1:00 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York.

The following proposals were submitted.

|                   |              |
|-------------------|--------------|
| Paggi Engineering | \$ 78,000.00 |
| Stantec           | 58,300.00    |
| HVEA Engineers    | 82,000.00    |

Bid opening concluded at 1:06 p.m.

Respectfully submitted by,

Tina M. Merando  
Town Clerk

**BID OPENING**  
**May 28, 2014**

The Town Clerk's Office held a Bid Opening for Fjord Trail Signage & Way Finding Plan, on the above date at 4:00 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York.

The following bids were submitted.

|                               |          |
|-------------------------------|----------|
| 1. Nice Kern, LLC             | \$50,000 |
| 2. The RBA Group              | \$50,000 |
| 3. Vox, Inc.                  | \$48,000 |
| 4. AB Design                  | \$49,875 |
| 5. Merje Design               | \$47,950 |
| 6. Peter J. Smith & Co., Inc. | \$48,000 |
| 7. John Lonczak – phi-d       | \$49,000 |
| 8. Domus Studios Architecture | \$50,000 |

Bid Opening was closed at 4:11 pm.

Respectfully submitted by,

Theresa Crawley  
Deputy Town Clerk

Special Town Board Meeting  
May 30, 2014

The Town Board held a Special Meeting on the above date at 2:00 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York.

**PRESENT:**

|                  |              |
|------------------|--------------|
| Richard Shea     | Supervisor   |
| Nancy Montgomery | Councilwoman |
| John Van Tassel  | Councilman   |

**ABSENT:**

|                 |            |
|-----------------|------------|
| Michael Leonard | Councilman |
| David Merandy   | Councilman |

**AGENDA**

**1. Resolution rejecting all bids submitted on May 28, 2014, for the Hudson Highlands Fjord Trail Signage and Way-Finding.**

**RESOLUTION #**

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

**RESOLVED**, that the Town Board hereby rejects all the bids submitted on May 28, 2014, for the Hudson Highlands Fjord trail to develop a signage and way-finding program, including associated trail systems and recreation offerings, business districts, parking areas and cultural/historic sites along the Hudson River from Beacon to Cold Spring.

**2. Resolution authorizing the Town Clerk to re-advertise for bidders for the Hudson Highlands Fjord Trail Signage and Way-Finding program.**

**RESOLUTION #**

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

**RESOLVED**, that the Town Board hereby authorizes Town Clerk Merando to advertise for bidders to develop a signage and way-finding program, including associated trail systems and recreation offerings, business districts, parking areas and cultural/historic sites along the Hudson River from Beacon to Cold Spring, known as the Hudson Highlands Fjord Trail.

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilwoman Montgomery and unanimously carried to close the Special Meeting at 2:01 p.m.

Respectfully submitted by,

Tina M. Merando  
Town Clerk

## **BID OPENING**

### **June 11, 2014**

The Town Clerk's Office held a 2<sup>nd</sup> Proposal Opening for the Fjord Trail Signage & Way Finding Program, on the above date at 2:00 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York.

| The following bids were submitted. | <u>Fee</u> | <u>Expenses</u>                                    |
|------------------------------------|------------|--|
| 1. John Lonczak – phi-d            | \$49,000   | \$7,500 - \$12,000                                 |
| 2. Urban Design                    | \$48,000   | Not to exceed \$2,000                              |
| 3. Luminant Design                 | \$36,000   | \$95/hr – Principal<br>\$50/hr – Jr. Designer      |
| 4. Vox, Inc.                       | \$48,000   |  |
| 5. Nice Kern                       | \$50,000   | \$6,000 (optional cost per map<br>– \$750-\$1,000) |
| 6. AB Design                       | \$39,670   | \$5,600  |
| 7. Domus Studios Architecture      | \$46,100   | Not to exceed \$3,100                              |
| 8. The RBA Group                   | \$50,000   | Not to exceed \$2,500                              |
| 9. Merje Environment & Experiences | \$47,950   | Reimbursable Expenses: 6,950                       |

Bid Opening was closed at 2:20 pm.

Respectfully submitted by,

Joan B. Clauss  
Deputy Town Clerk

Weekly Town Board Meeting  
June 25, 2014

The Town Board of the Town of Philipstown held their Weekly Meeting on the above date at 8:20 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York 10516.

## **PRESENT**

|                  |              |
|------------------|--------------|
| Richard Shea     | Supervisor   |
| Nancy Montgomery | Councilwoman |
| John Van Tassel  | Councilman   |
| Dave Merandy     | Councilman   |
| Michael Leonard  | Councilman   |

### **1. Resolution authorizing the Town Attorney to commence the eminent domain proceedings for the Indian Brook Road Bridge.**

Supervisor Shea opened the meeting stating that everyone has the packets before them, which includes the resolution, easement agreements and the Short Environmental Assessment Form. He then gave an overview of this project, stating that the town has made a good faith effort to proceed with this project to replace the Indian Brook Road bridge and culvert. Over the past years there has been a lot of discussion and materials presented. In June of 2013, a meeting was held with multiple agencies in attendance when all drawings and other documents relating to the project were given to the DiSilva's. There remains a difference of opinions as to what needs to be done in order to proceed with the project. Supervisor Shea stated that the town has done their due diligence and needs to proceed with the project. It has been a matter of public safety, i.e., emergency services accessing the road as well as other residents traversing on a daily basis. Supervisor Shea admitted that Eminent Domain is the heaviest action that the town can take, and the town board doesn't considered this lightly, but must proceed.

Councilman Leonard noted that the project has been stalled and the time has come to resolve this matter. Supervisor Shea assured everyone, that the staff of qualified professional has proven successful in all the projects that have been undertaken throughout the town. Councilman Van Tassel concurred with the quality of work that has been preformed in the town. He also commented that he finds it troubling on how much time and money has gone into this project without a shovel being put in the ground, which is unfair to the residents of the town, as well as the residents on the road.

Councilwoman Montgomery stated that she has met Mrs. DiSilva at the site with the Highway Superintendent and Ron Gainer to discuss and review the plan. She acknowledged that the project had many entities signing off on it and feels that this project must move forward.

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June 25, 2014

Barbara DiSilva then addressed the Town Board stating that she thought that a resolution was around the corner. She also stated that she was informed that the DEC needed additional information regarding the project. She went on to say, that there would be double the amount of water flowing, which the Town Board members disagreed with. She asked that a down stream study be performed. Discussion continued at length between the Town Board members and Mrs. DiSilva.

**RESOLUTION #**

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

**WHEREAS**, an existing bridge and culvert on Indian Brook Road in the Town of Philipstown were severely damaged by Hurricane Irene in August, 2011 and Tropical Storm Sandy in October 2012; and

**WHEREAS**, the Town Board finds that reconstruction of the bridge and culvert on Indian Brook Road, which is a Town road, is necessary for the safety of the public who drive on Indian Brook Road; and

**WHEREAS**, in order to perform the said reconstruction work on the bridge and culvert, the Town needs to acquire construction and maintenance easements over private property adjoining the bridge and culvert on Indian Brook Road, particularly the property located on 325 Indian Brook Road and 330 Indian Brook Road in the Town of Philipstown, County of Putnam, State of New York, described on the tax map of the Town respectively as Section 39.-4-2 and Section 49.-3-74, and more fully described in the deed recorded in the Office of the County Clerk at Liber 735, Page 332; and

**WHEREAS**, the easements needed by the Town are: (1) a temporary construction easement, (2) a permanent easement for the reconstructed bridge and culvert and, (3) a permanent easement for maintenance work on the bridge and culvert, all as shown in the plans entitled "Stream Crossing Reconstruction Plan," prepared by Badey & Watson, Surveying & Engineering, P. C., dated March 21, 2012, with revisions through June 18, 2013; and

**WHEREAS**, the Town has in good faith sought to acquire the said easements from the record owners of the said property, but the owners are unwilling to provide the easements; and

**WHEREAS**, the Town Board has determined to proceed under the provisions of the Eminent Domain Procedures Law in order to acquire the necessary easements;

**NOW, THEREFORE**, it is hereby resolved as follows:

1. That, as has been previously determined, the reconstruction of an existing bridge and culvert on Indian Brook Road, including the instant taking of easements by eminent domain, constitutes a Type II action under SEQRA; and



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2. That the Town Board determines that the proposed acquisition of easements herein is *de minimis* in nature within the meaning of Eminent Domain Procedure Law §206(D); and
3. That the Town Board hereby determines that the proposed acquisition of easements serves the public use, benefit and purpose and, therefore, the Town shall proceed under the provisions of the Eminent Domain Procedure Law to acquire the same by applying to the Supreme Court of the State of New York, County of Putnam, for an order vesting title to the easements in the Town; and
4. That the Town Board does hereby authorize the Town Attorney to commence the eminent domain proceedings and to undertake all actions necessary to bring such proceedings to a conclusion, including, but not limited to, procuring an acquisition map, obtaining an appraisal of the value of the easements, filing a notice of pendency, and making arrangements for notice of the proposed acquisition to be published in the local newspaper of record; and
5. That, upon obtaining the said appraisal, the Town Board authorizes the Town Supervisor to transmit to the record owners an offer to pay the amount of the appraisal in return for a grant of the said easements.

Councilman Van Tassel presented the foregoing resolution, which was seconded by Councilman Leonard.

The vote on the foregoing resolution was as follows:

**ROLL CALL VOTE**

|                         |     |
|-------------------------|-----|
| Supervisor Shea         | AYE |
| Councilman Leonard      | AYE |
| Councilwoman Montgomery | AYE |
| Councilman Van Tassel   | AYE |
| Councilman Merandy      | AYE |

The resolution was thereupon declared duly adopted.

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilman Merandy and unanimously carried to close the Weekly Town Board Meeting at 8:20 p.m.

Respectfully submitted by,

Tina M. Merando  
Town Clerk

Monthly Town Board Meeting  
July 10, 2014

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 10516.

**PRESENT**

|                  |              |
|------------------|--------------|
| Richard Shea     | Supervisor   |
| Nancy Montgomery | Councilwoman |
| John Van Tassel  | Councilman   |
| Dave Merandy     | Councilman   |
| Michael Leonard  | Councilman   |

Hudson Highlands Troop 2911 opened the meeting with the Salute to the Flag.

**REVIEW OF THE MINUTES**

The minutes of the Public Hearing of May 21, 2014 – Chapter 175 “OC” to “HC” were reviewed.

Councilman Van Tassel made a motion, seconded by Councilman Leonard and unanimously carried that the Minutes of May 21, 2014, are hereby approved as presented.  
*(Councilwoman Montgomery abstained)*

The Minutes of the Public Hearing of May 21, 2014 – Garrison Fire – Equipment Purchase were reviewed.

Councilman Van Tassel made a motion, seconded by Councilman Leonard and unanimously carried that the Minutes of May 21, 2014, are hereby approved as presented.  
*(Councilwoman Montgomery abstained)*

The Minutes of the Weekly Meeting of May 21, 2014, were reviewed.

Councilman Leonard made a motion, seconded by Councilman Merandy and unanimously carried that the Minutes of May 21, 2014, are hereby approved as presented. *(Councilwoman Montgomery abstained)*

The Minutes of the Monthly Town Board Meeting of June 5, 2014, were reviewed.

Councilman Merandy made a motion, seconded by Councilman Leonard and unanimously carried that the Minutes of the Monthly Town Board Meeting of June 5, 2014, are hereby approved as presented.

The Minutes of the Public Hearing of June 18, 2014 – Garrison Fire – Equipment Purchase, were reviewed.

Councilman Van Tassel made a motion, seconded by Councilwoman Montgomery and unanimously carried that the Minutes of June 18, 2014, are hereby approved as presented.

The Minutes of the Weekly Town Board Meeting of June 18, 2014, were reviewed.

Councilwoman Montgomery made a motion, seconded by Councilman Leonard and unanimously carried that the Minutes of June 18, 2014, are hereby approved as presented.

## **COMMITTEE REPORTS**

**Conservation Board** – Councilman Leonard reported on the items addressed at the June 10<sup>th</sup> meeting. The first being located at 201 Stone House Road, a referral from the Planning Board regarding Steep Terrain and the second item was the car wash on Route 9 and it's operational plan. There was a discussion with regard to chemical treatments at Dale Pond, located on Lane Gate Road, and the mitigation plan for Banker off of Route 9 by the Hudson River. The next scheduled meeting is for August 12, 2014. Councilwoman Montgomery asked if the treatment to the pond was for weed control? Councilman Leonard responded saying yes.

**Recreation** – Councilman Van Tassel reported that he attended the June 24<sup>th</sup> Recreation Commission Meeting at which time John Maasik opened the meeting welcoming the two new commission members. The financial reports were read and approved and available to the public. The first week of summer camp had a record number of participants totaling 115+ campers. The pool and the surrounding fences at the Recreation Center have been removed and the area was graded and seeded. The Commission has been discussing programs slated for the fall and welcome any ideas from the residents. The next Commission meeting is scheduled for July 29, 2014.

**Recycling** – No Report. However, Councilwoman Montgomery announced that the Recycling Center would be open this weekend.

**Planning Board** – Councilman Merandy reported on the June 19<sup>th</sup> Planning Board Meeting. The first item discussed was the Auth application, a site plan located at 279 Route 9. The proposal is for a 3800 sq. foot three bedroom ranch. The main problem is the steep slopes and the driveway. A site visit is scheduled for July 13<sup>th</sup>. The next item was Cold Spring Farm. Discussion was on access to the property. The Planning Board informed the applicant to return to the Building Inspector, as this plan is a radical change. The next item was 201 Old Stone Road. Application is for significant construction/renovation with changes to the driveway. He noted that most of the property is on steep slopes. New septic locations are being considered. Tuana application is a 3-lot subdivision located at 992-996 Old Albany Post Road, Garrison. This subdivision is illegal and must be conformed to fit the new zoning. A site visit is scheduled for July 13<sup>th</sup> and referrals will be submitted to all the board involved, as many members are newly appointed and were not involved initially. ESP is a new site plan application located on Route 9 in Cold Spring. Councilman Merandy noted that this property has been in violation of existing codes, however, have been resolved. It is the intention to combine two residential lots into one lot and have it re-zoned commercial. A site visit was planned for

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June 29<sup>th</sup>. Lastly, Obert Wood, a new site plan application located at 316 Old West Point Road, Garrison. The application is for a 3800 square foot residence, noting that most of the property is under a conservation easement with many restrictions already in place. Last year the applicant was given permits to install a driveway and septic. A public hearing has been scheduled for July 22, 2014. The next Planning Board Meeting is scheduled for July 22, 2014.

**Zoning** – No report. Councilman Van Tassel stated that the next scheduled meeting would be September 8, 2014.

**Highway** – Councilman Van Tassel read the Highway Report, which is on file in the Town Clerk's Office.

**Building & Land Acquisition** – Supervisor Shea stated that the town has received three proposals for appraisal services for the VFW, all of which are higher than anticipated. The town is waiting for a fourth proposal before making a decision on which firm will be used.

**Butterfield Library** – Councilwoman Montgomery read the report for June, which is on file in the Town Clerk's Office.

**Putnam County Legislator** – Legislator Barbara Scuccimarra addressed the Drug Crisis, noting that there have been many public forums on this subject. A Youth Group has been established in Mahopac for young adults from the ages of 18 through 28. The focus of this group is preparing young adults "how to say NO to drugs and alcohol." She stated that she would love to see a program like this in Philipstown for young adults who have questions, but don't want to speak with their parents. The Sheriff's Department has been very busy and everyone on patrol has been trained on the NARCAM. She also noted that the Putnam County Jail is becoming a hospital, so to speak, as the arrests for drug abuse escalates, as does the medical care that is needed. Medication Take Back Day is scheduled for September 20, 2014, at the Cedar Street Friendship Center from 9:00 a.m. until 12:00 p.m.

The Putnam County Department of Health will be holding a Rabies Clinic on July 12, 2014, from 10:00 a.m. through 12:00 p.m., at the Hubbard Lodge.

Legislator Scuccimarra then addressed the Post Office, who she has spoken with recently, and was told that they are still looking at four different locations in Cold Spring.

She then announced that July 6<sup>th</sup> through the 20<sup>th</sup> is evasive species week. Evasive species are an environmental disaster throughout this country, threatening wild life, wetlands and native plant species.

She also reported that the EMT course is now a reality and will be held at the Putnam Valley Ambulance Corp and will begin in August 18, 2014. Finally, she reported that Vincent Tamagna is working on de-federalizing the trolley so it can be parked here in Cold Spring and used for routes here in Philipstown. Discussions are underway with the City of

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Beacon, enabling the trolley to run from Cold Spring to Beacon. The plans for the trolley would include traveling to Route 9, Vera's, and the Fish Library in Garrison to name a few. Councilman Leonard referenced a response from the NYSDOT with regard to the condition of the roadway on Route 9D. It was noted that they would patch where needed. However, there are no plans to pave, and there is no money at this time.

**TOWN OF PHILIPSTOWN  
MONTHLY REPORT OF TOWN SUPERVISOR  
MONIES RECEIVED AS OF July 10, 2014**

**GENERAL & PART-TOWN FUNDS**

|                                   |              |
|-----------------------------------|--------------|
| Justice Fees – May 2014           | \$ 13,311.00 |
| CTV Fees                          | 12,875.00    |
| CTV Fees                          | 19,304.00    |
| Town Clerk Fees – May 2014        | 438.79       |
| Town Clerk Fees – Dogs – May 2014 | 444.00       |
| Building Fees – June 2014         | 17,638.00    |
| Bank Interest                     | 85.70        |

**HIGHWAY FUND**

|                      |           |
|----------------------|-----------|
| General Fund - Gas   | \$ 334.86 |
| Putnam County – Gas  | 560.98    |
| Putnam County – Gas  | 2,,081.66 |
| State Insurance Fund | 340.00    |
| State Insurance Fund | 1,530.00  |
| Bank Interest        | 138.75    |

**CONTINENTAL VILLAGE WATER DISTRICT**

|               |         |
|---------------|---------|
| Bank Interest | \$ 1.92 |
|---------------|---------|

**CONTINENTAL VILLAGE PARK DISTRICT**

|                |           |
|----------------|-----------|
| Clubhouse Fees | \$ 350.00 |
| Bank Interest  | 13.31     |

## **AGENDA**

### **1. Paula Clair to discuss the Algonquin Gas Transmission Pipeline.**

Mrs. Clair gave a presentation on the Algonquin Gas Transmission Pipeline which is attached as Exhibit "A."

### **2. Russell Cusick to address the Town Board with regard to Stormwater.**

Mr. Cusick had contacted the Town Clerk's Office and asked to be removed from this month's agenda and requested that he be on the August agenda.

### **3. Resolution scheduling a Public Hearing for the purchase of a new rescue truck for the Continental Village Volunteer Fire Department.**

Supervisor Shea stated that the Town Board should meet with members of the fire company before scheduling any public hearing.

#### **RESOLUTION #**

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

**RESOLVED**, that the Town Board hereby tables this matter until they have met with members of the Continental Village Fire Department.

### **4. Resolution authorizing Town Clerk Merando to advertise for bidders for the mowing of cemeteries.**

#### **RESOLUTION #**

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

**RESOLVED**, that the Town Board hereby authorizes Town Clerk Merando to advertise for bidders for the mowing of cemeteries.

### **5. Resolution approving the proposed financing of equipment by the Garrison Volunteer Fire Company, Inc.**

- SEQRA – Type II Action
- Resolution authorizing Supervisor Shea to sign the Section 147(f) Approval and Written Agreement

Supervisor Shea stated that he had received a phone call from Brad Miller of the Garrison Fire Company asking that the Town Board hold off on this matter. He would like to meet again to further discuss the purchase.

**RESOLUTION #**

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

**RESOLVED**, that the Town Board hereby tables this matter until they can meet with members of the Garrison Volunteer Fire Department, Inc.

**6. Resolution adopting the amended 2014 Fee Schedule with regard to Chapter 71.**

Supervisor Shea comment that the town established escrow accounts for site plans, etc. He went on to say that if there is a \$2,000.00 set amount for a big project, those monies are depleted quickly, and the applicant doesn't replenish the account, which only results in the project being delayed. The objective of the Town Board is to establish more defined criteria of what the cost would be in association to various projects. Supervisor Shea stated that he would like to sit down with members of the Planning Board to come up with criteria that would work for the town as well as the applicants. A realistic number would include the projected costs for engineers, attorneys, etc.

**RESOLUTION #**

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

**RESOLVED**, that the Town Board hereby adopts the amended 2014 Fee Schedule with regard to Chapter 71, escrow accounts.

**7. Schedule workshops/meetings.**

- July 23, 2014 – Workshop to review the criteria for escrow accounts with members of the Planning Board.

**8. Code Enforcement Monthly Report.**

Town Clerk Merando read the Code Enforcement Monthly Report.

**9. Any other business that may come before the Town Board.**

Councilman Van Tassel discussed the NARCAN program, noting that 20 members of Emergency Services have been trained in the use of nasal NARCAN. He thanked all the participants in this program. He also announced that Dr. Rebber has offered to train any family that would like to have NARCAN in their possession. She can be reached at the Putnam County Department of Health.

Councilwoman Montgomery interjected that she has also been trained and has attended forums on this crisis. She pointed out that there are no AA or NA meetings here for the youth

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under the age of 18. She stated that she would continue to advocate for some of the resources needed for the younger adults.

Councilman Van Tassel thanked the emergency services for their response and expertise with the two most recent fires in the villages.

Supervisor Shea gave a brief overview of the Hudson Fjord Trail meeting that was held at Dutchess Manor on July 9, 2014.

## **AUDIENCE**

Mr. Jubi addressed evasive species here in Philipstown and echoed Legislator Scuccimarra's comments on how devastating they can be.

## **VACANCIES**

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

## **APPROVAL OF VOUCHERS**

Councilwoman Montgomery made a motion, seconded by Councilman Van Tassel and unanimously carried that the General Vouchers in the amount of \$244,639.49, are hereby approved as set forth in Abstract 6A & 7.

Councilman Van Tassel made a motion, seconded by Councilman Leonard and unanimously carried that the Highway Vouchers in the amount of \$52,061.13, are hereby approved as set forth in Abstract 6A & 7.

Councilwoman Montgomery made a motion, seconded by Councilman Merandy and unanimously carried that the CVPD Vouchers in the amount of \$4,124.93, are hereby approved as set forth in Abstract 6A & 7.

Councilman Van Tassel made a motion, seconded by Councilman Merandy and unanimously carried that the CVWD Vouchers in the amount of \$5,760.84, are hereby approved as set forth in 6 & 7.

There being no further business to discuss, Councilman Merandy made a motion, seconded by Councilman Leonard to close the Town Board Monthly Meeting at 8:50 pm.

Respectfully submitted by,

Tina M. Merando  
Town Clerk



**STOP THE ALGONQUIN  
PIPELINE EXPANSION**  
**sape2016.org**

***Algonquin Incremental Market Project, Docket  
#CP14-96-000***

**Philipstown Town Board**  
**July 10, 2014**

# *Pipeline Poses Unacceptable Risk to Health and Safety in Putnam County and Northeast Region*

## *Why?*

- *Huge 42" diameter high pressure pipeline crossing under Hudson River*
- *Intersects proposed high voltage power lines*
- *Location – Close proximity to Indian Point spent fuel rods*
- *Near Ramapo and Stamford-Peekskill earthquake faults\**
- *Risks – Explosion, Rupture, or Fire could cause unimaginable catastrophe*

*Dallas Township, Pennsylvania*



*\*See quote (in reference materials) from Irwin Redlener, M.D., Director, National Center for Disaster Preparedness, Earth Institute and Professor of Health Policy and Management, Columbia University*

## *2013 Gas Pipeline Fires, Explosions and Other Significant Accidents in U.S.*

- **70 significant incidents, including explosions and fires in 2013, as per PHMSA\***

**=**

**1 Explosion, fire or other significant accident every 5 days**

\*The Pipeline Hazardous Materials Safety Administration - a branch of the US Department of Transportation – This data covers Distribution gas pipelines lines only – and does not include other gas pipeline explosions, fires and accidents.

Significant Incidents include one or more of the following:

- **fatality or injury requiring in-patient hospitalization**
- **\$50,000 or more in total costs, measured in 1984 dollars**
- **highly volatile liquid releases of 5 barrels or more or other liquid releases of 50 barrels or more**
- **liquid releases resulting in an unintentional fire or explosion**





### **West Virginia Gas Pipeline Explosion December 2012**

**Flames shot some 100 feet in the air and destroyed 4 homes and part of Interstate 77, as emergency responders scrambled to cap the ruptured gas line - a 20-inch transmission line owned by Columbia Gas — and bring the blaze under control.**

# Compressor Stations

## Local Algonquin Expansion Compressor Stations Locations

*Southeast, Putnam County*    *Stony Point, Rockland County*

*Note: Project includes three other compressor stations in New England*

### Issues

- ☐ Emissions of tons of highly toxic pollutants into the air, annually
- ☐ Noise 24/7
- ☐ Health Impacts
- ☐ Explosions



Wendy Mmaga  
Ned Harper of Summit Ridge stands next to a natural-gas compressor station that neighbors say is obnoxiously loud.

### ***What are the Health Impacts from Compressor Stations?***

***Nosebleeds, headaches, dizziness, skin rashes, respiratory, developmental, and neurological system problems, leukemia, breast, kidney and liver cancer***

*(See Complete list of Health Impacts composed by Wilma Subra, President, Subra Company; Former Vice-Chair of EPA National Advisory Council for Environmental Policy and Technology; MacArthur Fellowship "Genius" Award recipient - in packet )*

*Photograph courtesy of Four Corners Press Montezuma County, Colorado*



## Toxic Emissions Southeast Compressor Station\*

### Spectra Projections - Post Project Tons Per Year (tpy) Toxins Southeast Compressor Station

\* Denotes over the permitted U.S Threshold

| <u>Post Project Projections As of:</u> | <u>October 2013</u>   | <u>February 2014</u>       | <u>June 2014</u> | <u>Threshold</u> |
|--|-----------------------|----------------------------|------------------|------------------|
| • Volatile Organic Compounds           | <del>2.8</del> tpy    | <del>+15.8</del> tpy       | 75 tpy*          | 40 tpy           |
| • Nitrogen Oxide:                      | <del>52.6</del> tpy   | <del>+14.1</del> tons/year | 133 tpy*         | 40 tpy           |
| • Sulfur Dioxide:                      | <del>2.4</del> tpy    | <del>+2.0</del> tpy        | 7 tpy            |                  |
| • Carbon Dioxide                       | <del>83,926</del> tpy | <del>+74,048</del> tpy     | 283,598 tpy*     | 75,000 tpy       |
| • PM <sub>10</sub>                     | <del>4.7</del> tpy    | <del>+3.8</del> tpy        | (14 tpy          |                  |
| • PM <sub>2.5</sub>                    | <del>4.7</del> tpy    | <del>+3.8</del> tpy        | combined)        |                  |
| • Carbon Monoxide                      | <del>27.6</del> tpy   | <del>+23.2</del>           | 219 tpy*         | 100 tpy          |

† Plus possible unknown emissions from (2) 4,700 hp Solar Centaur 40-4702 turbines, (1) 585 Waukesha VGF24GL natural gas fired emergency generator & several miscellaneous heating devices (not listed on Spectra's Emission Tally in February 2014)

### Emission Impact Measurement

#### Current Practice by FERC and Other Permitting Agencies:

- Emissions from each infrastructure component (Pipelines, compressor stations, metering stations) are assessed individually.
- Cumulative impacts of the entire project infrastructure emissions are not evaluated.

#### What makes sense to protect our community:

- A cumulative emission assessment of all infrastructure, existing & proposed should be done, prior to approval.
- A Health Impact Assessment should be completed before an air permit is issued.

Per Spectra Energy pre & post application Resource Report 9 & Resource Report 12 - 6/2014 Appendix - Algonquin Incremental Market

# *Water Issues\**



- ❖ *There will be over 12,270 feet of wetland crossings (over 2 miles) by this pipeline*
- ❖ *Over 20 acres of wetlands will be affected by this pipeline*
- ❖ *Wetlands are essential in preserving high water quality*
- ❖ *There are 200 feet of stream crossings by the pipeline.*
- ❖ *Part of the Croton Watershed could also be impacted.*

*\*Reference - Spectra Energy Algonquin Incremental Market Project, Resource Report 2, Water Use & Quality*

# ***Taxpayer Burden***

*Local emergency workers are responsible to respond to any incidents.*

- *Taxpayers and their Municipality bear these costs.*
- *It is unclear whether there will be any reimbursement by the gas companies.*

## ***Incidents include:***

- *Any emergency response actions necessary should there be an accident.*
- *Damage to the water supply*
- *Other environmental damage*
- *Public Health Impacts*



# *Climate Change*

## *Methane Release*

- *Venting from Compressors*
- *Leakage from pipelines and other gas infrastructure*

*Methane emissions contribute to climate change.\* Methane is a far more potent greenhouse gas than carbon dioxide.*

*\*Resource: Intergovernmental Panel on Climate Change Report 2013  
[http://www.climatechange2013.org/images/uploads/WGIAR5\\_WGI-12Doc2b\\_FinalDraft\\_All.pdf](http://www.climatechange2013.org/images/uploads/WGIAR5_WGI-12Doc2b_FinalDraft_All.pdf)*

# ***Inadequate Pipeline Regulation and Oversight***

## ***Issues Hampering Realistic Pipeline Oversight***

- ***PHMSA has fewer inspectors;***
- ***Gas pipelines are increasing rapidly - More than 15 in NYS*** ➡
- ***PHMSA relies on reports from operators to record incidents.\****

***\*Per Climate News – Winner of Pulitzer Prize for National Reporting***

## ***As Per Northeast Gas Association, February 2014***

### ***NYS Proposed Pipeline Projects***

- ***National Fuel Empire Tuscarora Lateral***
- ***Empire Tioga County***
- ***Columbia East Side Expansion Project***
- ***Williams & Cabot Constitution Pipeline***
- ***Iroquois Wright Interconnect***
- ***Tennessee Rose Lake***
- ***Millennium North South Upstate Connector***
- ***Millennium Hancock Compressor Project***
- ***Spectra Texas Eastern Team 2014***
- ***Williams Rockaway Lateral***
- ***Iroquois Eastern Long Island***
- ***Spectra AIM Project***
- ***Spectra Atlantic Bridge Project***
- ***PNGTS C2C***
- ***Tennessee Northeast Expansion***
- ***Tennessee Connecticut Expansion***

Special Town Board Meeting  
July 25, 2014

The Town Board held a Special Meeting on the above date at 9:00 a.m., at the Town Hall, 238 Main Street, Cold Spring, New York.

**PRESENT:**

|                 |            |
|-----------------|------------|
| Richard Shea    | Supervisor |
| David Merandy   | Councilman |
| John Van Tassel | Councilman |

**ABSENT:**

|                  |              |
|------------------|--------------|
| Nancy Montgomery | Councilwoman |
| Michael Leonard  | Councilman   |

**AGENDA**

**1. Resolution authorizing Supervisor Shea to sign the proposal submitted by McGrath & Company, Inc., for appraisal services for the VFW Hall, 34 Kemble Avenue, Cold Spring, New York.**

**RESOLUTION #**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the proposal submitted by McGrath & Company, Inc., for appraisal services for the VFW Hall, 34 Kemble Avenue, Cold Spring, New York.

**2. Resolution accepting the mowing proposal for the cemeteries submitted by Roger Chirico III of 3 Hook Road, Poughkeepsie, New York.**

**RESOLUTION #**

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

**RESOLVED**, that the town Board hereby accepts the mowing proposal for the cemeteries submitted by Roger Chirico of 3 Hook Road, Poughkeepsie, New York, in the amount not to exceed that set forth in his proposal.

There being no further business to discuss, Councilman Merandy, seconded by Councilman Van Tassel and unanimously carried to close the Special Meeting at 9:02 a.m.

Respectfully submitted by,

Tina M. Merando, Town Clerk

## Special Town Board Meeting

July 31, 2014

The Town Board of the Town of Philipstown held a Special Meeting on the above date at 2:00 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York 10516.

### PRESENT

|                  |              |
|------------------|--------------|
| Richard Shea     | Supervisor   |
| Nancy Montgomery | Councilwoman |
| John Van Tassel  | Councilman   |

### ABSENT

|                 |            |
|-----------------|------------|
| Dave Merandy    | Councilman |
| Michael Leonard | Councilman |

### 1. Resolution establishing standard work days for elected and appointed officials.

#### RESOLUTION #

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

RESOLVED, that the Town of Philipstown hereby establishes the following as standard work days for the below listed elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based upon time and attendance records or on the record of activities maintained and submitted by theses officials to the Clerk of this body as attached hereto:

| NAME        | REG.#    | ROA RESULT | DAYS REPORTED<br>(26 PAY YEAR) |
|-------------|----------|------------|--------------------------------|
| Budney, B.  | 35661776 | 7.17       | 6.62/9.93                      |
| Kenney, B.  | 36768661 | 6.06       | 5.60/8.40                      |
| LeClair, S. | 33235250 | 6.23       | 5.76/8.64                      |
| Shea, R.    | 40558827 | 11.89      | 10.98/16.47                    |
| Steiner, A. | 32240574 | 4.70       | 4.34/6.51                      |
| Tomann, S.  | 38485694 | 5.59       | 5.16/7.74                      |

#### ROLL CALL VOTE

|                         |     |
|-------------------------|-----|
| Councilman Van Tassel   | AYE |
| Councilwoman Montgomery | AYE |
| Supervisor Shea         | AYE |

The resolution was thereupon declared duly adopted.

There being no further business to discuss, Councilman Van Tassel, seconded by Councilwoman Montgomery and unanimously carried to close the Special Town Board Meeting at 9:46 a.m..

Respectfully submitted by,

Joan B. Clauss  
Deputy Town Clerk

**RESOLUTION #**

The following Resolution was presented by Councilman Van Tassel, seconded by Councilwoman Montgomery:

RESOLVED, that the Town of Philipstown hereby establishes the following as standard work days for the below listed elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based upon time and attendance records or on the record of activities maintained and submitted by these officials to the Clerk of this body as attached hereto:

| NAME        | REG.#    | ROA RESULT | DAYS REPORTED<br>(26 PAY YEAR) |
|-------------|----------|------------|--------------------------------|
| Budney, B.  | 35661776 | 7.17       | 6.62/9.93                      |
| Kenney, B.  | 36768661 | 6.06       | 5.60/8.40                      |
| LeClair, S. | 33235250 | 6.23       | 5.76/8.64                      |
| Shea, R.    | 40558827 | 11.89      | 10.98/16.47                    |
| Steiner, A. | 32240574 | 4.70       | 4.34/6.51                      |
| Tomann, S.  | 38485694 | 5.59       | 5.16/7.74                      |

**ROLL CALL VOTE**

|                         |        |
|-------------------------|--------|
| Councilman Van Tassel   | AYE    |
| Councilwoman Montgomery | AYE    |
| Supervisor Shea         | AYE    |
| Councilman Merandy      | ABSENT |
| Councilman Leonard      | ABSENT |

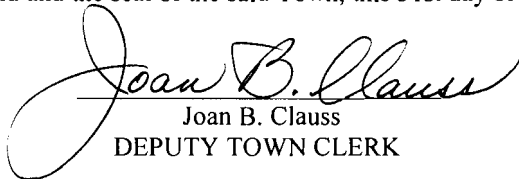
The resolution was thereupon declared duly adopted.

**CERTIFICATION**

I, **Joan B. Clauss**, the duly qualified and acting Deputy Town Clerk of the Town of Philipstown, Putnam County, New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a Regular Meeting of the Town Board of the Town of Philipstown, held on July 31, 2014, and that the Resolution set forth herein is a true and correct copy of the Resolution of the Town Board of said Town adopted at said meeting.

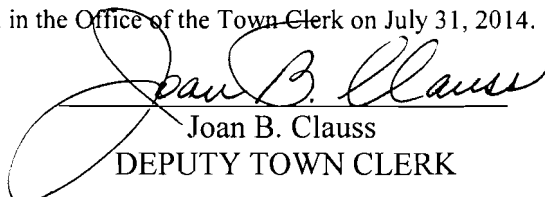
**I FURTHER CERTIFY** that pursuant to section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the said Town, this 31st day of July 2014.

  
Joan B. Clauss  
DEPUTY TOWN CLERK

(seal)

A true copy of this Resolution was filed in the Office of the Town Clerk on July 31, 2014.

  
Joan B. Clauss  
DEPUTY TOWN CLERK



Town Clerk <townclerk@philipstown.com>

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## Questions for July Philipstown agenda

5 messages

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**Russell Cusick** <therussellcusickgallery@gmail.com>

To: townclerk@philipstown.com

1. Who is the Stormwater officer for Philipstown.
2. When was the last Stormwater Meeting in the Town of Philipstown
3. Who exactly is responsible for insuring our community that ALL construction involving (in certain cases) is compliant with our federal stormwater laws? Who is responsible for insuring projects involving one or more acre of soil disturbance, is completed from the beginning of the project, with oversight from the NYSDEC.
4. What elected or appointed official informed the NYSDEC that the construction at the No Department was less than one acre?
5. When will our next Stormwater meeting be held.
6. What exactly are the duties of the Philipstown "Stormwater Liaison."

Here is the definition of Liaison, just in case anyone at the receiving end of this email, doesn't know: a person who helps organizations or groups to work together and provide information to each other

Liaison: a relationship that allows different organizations or groups to work together and provide information to each other

--

**Russell Cusick** photographer/painter/multiple medium artist

**THE RUSSELL CUSICK GALLERY**

**(845) 729-9262**

**www.reflectionsonthehudson.com**

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**Town Clerk** <townclerk@philipstown.com>

Thu, Jul 3, 2014 at 4:14 PM

To: Richard Shea <supervisor@philipstown.com>, Dave Merandy <DMerandy@philipstown.com>, John VanTassel <Jvantassel@philipstown.com>, Nancy Montgomery <NMontgomery@philipstown.com>, Michael Leonard <michaellleonard8544@gmail.com>

[Quoted text hidden]

--

Tina M. Merando

Town Clerk

Town of Philipstown

238 Main St.

Cold Spring, NY 10516

TEL: 845-265-3329

FAX: 845-265-3958

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**Nancy Montgomery** <nmontgomery@philipstown.com>

Tue, Jul 8, 2014 at 10:51 AM

To: therussellcusickgallery@gmail.com

Cc: Town Clerk <townclerk@philipstown.com>, Town Supervisor <supervisor@philipstown.com>, David Merandy <DMerandy@philipstown.com>, John VanTassel <Jvantassel@philipstown.com>, Mike Leonard <MLeonard@philipstown.com>, David Klotzle <dklotzle@philipstown.com>, Kevin Donohue <kcdonohue@philipstown.com>

Dear Russell,

Thank you for your e-mail. I appreciate you taking the time to provide these questions. Citizen participation is the key to successful government. Your e-mail has been received and it will be read and shared with the appropriate staff and elected officials. As the Stormwater Liaison I will be happy to work together with you and the different organizations involved to get the answers to your questions.

Sincerely,

Nancy Montgomery  
Town of Philipstown  
Deputy Supervisor

[Quoted text hidden]

---

**Nancy Montgomery** <nmontgomery@philipstown.com>

Tue, Jul 8, 2014 at 10:52 AM

To: Town Clerk <townclerk@philipstown.com>

Hi Tina -

Can you please resend this to Russell Cusick, to ensure that it's gone out?

Best,

Nancy

[Quoted text hidden]

---

**Town Clerk** <townclerk@philipstown.com>

Tue, Jul 8, 2014 at 11:04 AM

To: Russell Cusick <rv845@yahoo.com>

----- Forwarded message -----

From: **Nancy Montgomery** <nmontgomery@philipstown.com>

[Quoted text hidden]

--

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

TEL: 845-265-3329

FAX: 845-265-3958

Town of Philipstown  
238 Main Street  
P.O. Box 155  
Cold Spring, New York 10516

July 21, 2014

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

Re: Release of escrow funds on CF Diversified Corp., application

Dear Supervisor Shea:

I am writing to advise you that at the June 19, 2014 Town Planning Board meeting it was determined that the application of CF Diversified Corp. (Christopher Fadden) has been completed and that any escrow funds for processing and consultants' fees being held by the Town should be released back to the applicant at this time.

Thank you.

Very truly yours,

  
ANTHONY MERANTE  
Chairman



RESOLUTION #

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

RESOLVED, that the Town Board hereby authorizes the release of escrow funds for CF Diversified Corp. (Christopher Fadden.)

**RESOLUTION #**

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

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the contract between the County of Putnam and Vintage Tech, LLC to provide Electronic Waste Recycling. (Nunc Pro Tunc.)

Contract # \_\_\_\_\_

**Services Agreement**

**Between**

**THE COUNTY OF PUTNAM, TOWN OF CARMEL, TOWN OF KENT, TOWN  
OF PATTERSON, TOWN OF PHILIPSTOWN, TOWN OF PUTNAM VALLEY, TOWN  
OF SOUTHEAST**

**and**

**VINTAGE TECH, LLC**

THIS AGREEMENT, made by and among the following parties:

**THE COUNTY OF PUTNAM**, a municipal corporation of the State of New York,  
having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, acting  
by and through its Department of Health (hereinafter referred to individually as the  
"COUNTY");

**THE TOWN OF CARMEL**, a municipal corporation of the State of New York, having  
an office and place of business at 60 McAlpin Avenue, Mahopac, New York 10541;

**THE TOWN OF KENT**, a municipal corporation of the State of New York, having an  
office and place of business at 25 Sybil's Crossing, Kent Lakes, New York 10512;

**THE TOWN OF PATTERSON**, a municipal corporation of the State of New York,  
having an office and place of business at 1142 Route 311, Patterson, New York 12563;

**THE TOWN OF PHILIPSTOWN**, a municipal corporation of the State of New York,  
having an office and place of business at 238 Main Street, P.O. Box 155, Cold Spring, New York  
10516;

**THE TOWN OF PUTNAM VALLEY**, a municipal corporation of the State of New York, having an office and place of business at 265 Oscawana Lake Road, Putnam Valley, New York 10579;

**THE TOWN OF SOUTHEAST**, a municipal corporation of the State of New York, having an office and place of business at 1360 Route 22, Brewster, New York 10509; and

**VINTAGE TECH, LLC**, with a principal place of business at 1105 Windham Parkway, Romeoville, Illinois 60446 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY, the TOWN OF CARMEL, the TOWN OF KENT, the TOWN OF PATTERSON, the TOWN OF PHILIPSTOWN, the TOWN OF PUTNAM VALLEY, and the TOWN OF SOUTHEAST (the six aforementioned towns are hereinafter referred to collectively as the "TOWNS") desire to contract with CONTRACTOR to provide an Electronic Waste Recycling Program and related electronic waste services for the COUNTY and the TOWNS (the COUNTY and the TOWNS are hereinafter referred to collectively as the MUNICIPAL PARTIES), as more fully described in this Agreement; and

WHEREAS, CONTRACTOR has the personnel with the necessary qualifications, experience and education, and the resources and/or facilities to provide the services desired by the MUNICIPAL PARTIES, as more fully described in this Agreement.

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

FIRST: CONTRACTOR agrees to provide an Electronic Waste Recycling Program and will furnish all related electronic waste services for the MUNICIPAL PARTIES, as more fully described below:

- a) CONTRACTOR shall provide environmentally responsible collection, environmental disposal and/or recycling of electronic equipment.
- b) CONTRACTOR shall provide each MUNICIPAL PARTY with storage containers to hold all materials collected.
- c) Upon request, CONTRACTOR shall collect materials from each MUNICIPAL PARTY, subject to the CONTRACTOR'S reasonable scheduling needs.
- d) CONTRACTOR shall provide transportation assistance, if requested.
- e) CONTRACTOR shall provide all necessary packaging supplies (pallets, Gaylord boxes, wrap, etc.).
- f) CONTRACTOR shall provide e-Stewards and R2 certified recycling and processing on all electronic items.
- g) CONTRACTOR shall provide the MUNICIPAL PARTIES with all appropriate documents and labels for materials, including, but not limited to, a report detailing the amount of materials collected at each Collection Site.
- h) CONTRACTOR shall provide government compliance notification if requested.

The Parties hereto agree that CONTRACTOR has the exclusive right to collect and dispose of all the MUNICIPAL PARTIES' accumulated idle, obsolete or non-working electronic equipment designated for recycling or disposal. The Parties further agree that CONTRACTOR shall provide NIST 800-88 compliant data erasure and hard drive destruction.

**SECOND:** The MUNICIPAL PARTIES shall establish regular electronics collection sites (hereinafter referred to as a "Collection Site") for the drop-off of Materials. Each MUNICIPAL PARTY shall be responsible for staffing and operating its respective Collection Site, and shall be responsible for ensuring that items collected at their respective Collection Site consist exclusively of materials suitable for electronics recycling, and that such materials are generally free from all non-electronic items of waste, including without limitation putrescible materials, municipal solid waste, medical waste, yard waste, construction debris, pressurized tanks, and radioactive or hazardous substances that are not inherent to materials (such items being "Non-Conforming Matter"). Each MUNICIPAL PARTY shall be responsible for collecting, segregating and packaging materials into the storage containers, which storage containers shall be provided by the CONTRACTOR, for removal by CONTRACTOR from the Collection Site. The Collection Sites for the MUNICIPAL PARTIES are located at the following addresses:

**TOWN OF CARMEL:** 454 Route 6N, Mahopac, New York 10541. This Collection Site shall serve as a joint Collection Site for the COUNTY and the TOWN OF CARMEL, which is located on property owned by the COUNTY, and shall be exclusively staffed and exclusively operated by the TOWN OF CARMEL.

**TOWN OF KENT:** 16 Ray Singer Court, Carmel, New York 10512.

**TOWN OF PATTERSON:** 271 Cornwall Hill Road, Patterson, New York 12563.

**TOWN OF PHILIPSTOWN:** 59 Lane Gate Road, Cold Spring, New York 10516.

**TOWN OF PUTNAM VALLEY:** 265 Oscawana Lake Road, Putnam Valley, New York 10579.

**TOWN OF SOUTHEAST:** 10 Palmer Road, Brewster, New York 10509.

CONTRACTOR, its agents, employees and representatives shall have reasonable access to the Collections Sites to perform the services contemplated in this Agreement. Each Collection Site shall have sufficient parking, loading and collection areas as may be required to permit the orderly drop-off of materials by the public, and the collection of materials by CONTRACTOR.

THIRD: Once materials have been tendered to CONTRACTOR, CONTRACTOR shall take all appropriate measures to secure collected electronic waste from theft, or from theft of the data stored on such electronic waste.

FOURTH: The Parties agree that title to and liability for materials shall pass from the MUNICIPAL PARTIES to CONTRACTOR upon the completion of loading of the materials at the Collection Site onto the designated vehicles provided by the CONTRACTOR.

FIFTH: CONTRACTOR agrees that it will at all times faithfully, industriously and to the best of its ability, experience and talents perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the MUNICIPAL PARTIES.

SIXTH: The term of this Agreement will commence on December 30, 2013 and will terminate on December 31, 2014, unless otherwise terminated in accordance with paragraph "ELEVENTH" hereof. Each MUNICIPAL PARTY reserves the right to renew this Agreement for two (2) additional one (1) year terms.

SEVENTH: For the services described in this Agreement, no fees shall be paid from the MUNICIPAL PARTIES to the CONTRACTOR.

EIGHTH: CONTRACTOR agrees not to hold itself out as an agency, department or office of a MUNICIPAL PARTY, nor shall any of CONTRACTOR'S officers, employees or agents make any claim against a MUNICIPAL PARTY as an officer or employee thereof for such benefit as workers compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit or any other benefits accruing to said officers or employees of a MUNICIPAL PARTY.

NINTH: The work to be performed pursuant to the terms of this Agreement shall commence promptly upon assignment of a matter to CONTRACTOR by the duly authorized representative of each of the respective MUNICIPAL PARTIES, and shall be conducted in the best interest of the MUNICIPAL PARTIES.

TENTH: It is understood and agreed by and between the parties hereto that the services to be rendered by CONTRACTOR in performance of this Agreement are a material element of this Agreement. Any failure to provide such services will be deemed a material breach and this Agreement will terminate in accordance with the provisions in paragraph "ELEVENTH" hereof. No substitution of the services of CONTRACTOR by another will be permitted during the term of this Agreement without the express written consent of the MUNICIPAL PARTY respective to its Collection Site.

ELEVENTH: A MUNICIPAL PARTY, upon ten (10) days' notice to CONTRACTOR, may terminate this Agreement in whole or in part when the respective MUNICIPAL PARTY deems it to be in its best interest.

CONTRACTOR, upon thirty (30) days' notice to the COUNTY may terminate this Agreement in whole or in part when CONTRACTOR deems it to be in its best interest.



TWELFTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the MUNICIPAL PARTIES is void. CONTRACTOR will not subdivide any part of the work without the written consent of the MUNICIPAL PARTIES.

THIRTEENTH: CONTRACTOR will comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to CONTRACTOR as an employer of labor or otherwise. CONTRACTOR will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

CONTRACTOR expressly agrees that it shall be solely responsible for supervising its employees; that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Health and Safety Act of 1970 and the Public Employees Safety and Health Act (hereinafter referred to as "PESH"), including but not limited to training; provision of personal protective equipment; adherence to all appropriate lockout/tagout procedures; and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

Nothing contained herein to the contrary, the conduct and control of the performance of the services contemplated hereunder lie solely with the CONTRACTOR.

FOURTEENTH: No discrimination by CONTRACTOR will be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation, or beliefs.

FIFTEENTH: In addition to, and not in limitation of the insurance requirements contained in Schedule "A" entitled "Putnam County Insurance Requirements," attached hereto and made a part of this Agreement, CONTRACTOR agrees to protect, defend, indemnify and hold the COUNTY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

It is further agreed that MUNICIPAL PARTIES are acting as a Collection Site for electronic waste and CONTRACTOR shall hold MUNICIPAL PARTIES harmless from any liability for violation of any law, rule or regulation relating to the disposal of electronic waste for any materials accepted by the CONTRACTOR and removed from each MUNICIPAL PARTIES' Collection Site.

SIXTEENTH: The failure of a MUNICIPAL PARTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the MUNICIPAL PARTY of any provision hereof shall be implied.

SEVENTEENTH: CONTRACTOR and its employees shall not at any time or in any manner either directly or indirectly use for the personal benefit of CONTRACTOR or divulge, disclose or communicate in any manner any information that is proprietary to the MUNICIPAL PARTIES. CONTRACTOR and its employees shall protect such information and treat it as strictly confidential. This provision will continue to be effective after termination of this Agreement.

EIGHTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the COUNTY:

**COUNTY ATTORNEY**  
48 Gleneida Avenue  
Carmel, New York 10512

**PUTNAM COUNTY DEPARTMENT OF HEALTH**  
1 Geneva Road  
Brewster, New York 10509

To the TOWNS:

**TOWN OF CARMEL**  
60 McAlpin Avenue  
Mahopac, New York 10541

**TOWN OF KENT**  
25 Sybil's Crossing  
Kent Lakes, New York 10512

**TOWN OF PATTERSON**  
1142 Route 311  
Patterson, New York 12563

**TOWN OF PHILIPSTOWN**  
238 Main Street  
P.O. Box 155  
Cold Spring, New York 10516

**TOWN OF PUTNAM VALLEY**  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

**TOWN OF SOUTHEAST**  
1360 Route 22  
Brewster, New York 10509

To the CONTRACTOR: **VINTAGE TECH, LLC**  
1105 Windham Parkway  
Romeoville, Illinois 60446

All notices shall be effective on the date of mailing.

**NINETEENTH:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**TWENTIETH:** Use of the singular term MUNICIPAL PARTY in any clause or term of this Agreement shall confer the same benefits, rights, responsibilities, and obligations on all MUNICIPAL PARTIES, as if the plural term MUNICIPAL PARTIES were used.

**TWENTY-FIRST:** In the event that any clause or term of this Agreement conflicts with any clause or term contained in an attachment or subsequent writing, the clause or term of this Agreement shall govern.

**TWENTY-SECOND:** In case any provision of this agreement should be held to be invalid, such invalidity shall not affect, in any way, any of the other provisions herein, all of which shall continue in full force and effect, in any country, state or jurisdiction in which such provisions are legal and valid.

TWENTY-THIRD: This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

TWENTY-FOURTH: This Agreement is executed in eight (8) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement.

TWENTY-FIFTH: CONTRACTOR is required to provide the following documents to the COUNTY before this Agreement will be finalized and/or executed:

1. "Request for Taxpayer Identification Number and Certification" form (IRS Form W-9).
2. "Notice of Application to Certify Compliance with Federal Law" and "Affidavit of Compliance," in accordance with the provisions of 8 U.S.C. §1324a and Chapter 134 of the Putnam County Code. In the event that CONTRACTOR subcontracts any part of the work under this Agreement in accordance with Paragraph "TWELFTH" of this Agreement, CONTRACTOR shall provide the COUNTY with a completed "Notice of Application to Certify Compliance with Federal Law" and an "Affidavit of Compliance" for each and every subcontractor hired to perform work under this Agreement.
3. Appropriate Certificate of Insurance, in accordance with Paragraph "FIFTEENTH" of this Agreement and the requirements contained in Schedule "A."
4. New York State Department of Environmental Conservation Registration.

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York, on the date hereinabove set forth.

**READ & APPROVED**

**THE COUNTY OF PUTNAM**

\_\_\_\_\_  
Date  
Adrienne Spadaccini  
Senior Deputy County Attorney for  
Risk and Compliance

\_\_\_\_\_  
Date  
MaryEllen Odell  
County Executive

\_\_\_\_\_  
Date  
Jennifer S. Bumgarner  
County Attorney

\_\_\_\_\_  
Date  
Allen Beals, M.D., J.D.  
Commissioner of Health

\_\_\_\_\_  
Date  
William J. Carlin, Jr.  
Commissioner of Finance

\_\_\_\_\_  
Date May 6, 2014  
**VINTAGE TECH, LLC**  
1105 Windham Parkway  
Romeoville, Illinois 60446

By: Karrie Gibson CEO  
Please Print Name & Title



Date 6/5/14

**TOWN OF CARMEL**  
60 McAlpin Avenue  
Mahopac, New York 10541

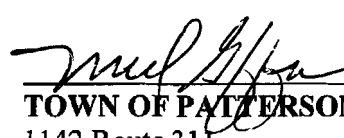
By: Kenneth Schmitt Town Supervisor  
Please Print Name & Title



Date 6/18/14

**TOWN OF KENT**  
25 Sybil's Crossing  
Kent Lakes, New York 10512

By: Maureen Fleming, Town Supervisor  
Please Print Name & Title



Date 7/1/14

**TOWN OF PATTERSON**  
1142 Route 311  
Patterson, New York 12563

By: Michael Griffin, Supervisor  
Please Print Name & Title



Date \_\_\_\_\_

**TOWN OF PHILIPSTOWN**  
238 Main Street  
P.O. Box 155  
Cold Spring, New York 10516

By: Richard Shean, Supervisor  
Please Print Name & Title

\_\_\_\_\_  
Date

**TOWN OF PUTNAM VALLEY**

265 Oscawana Lake Road  
Putnam Valley, New York 10579

By: \_\_\_\_\_  
Please Print Name & Title

\_\_\_\_\_  
Date

**TOWN OF SOUTHEAST**

1360 Route 22  
Brewster, New York 10509

By: \_\_\_\_\_  
Please Print Name & Title



**ACKNOWLEDGMENT OF PUTNAM COUNTY:**

STATE OF NEW YORK     )  
  ) ss.:

COUNTY OF PUTNAM     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014 before me personally came MARYELLEN ODELL to me known, who being by me duly sworn, did depose and say that she resides in Putnam County, New York; that she is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF CONTRACTOR:**

STATE OF IL     )  
  ) ss.:

COUNTY OF Will     )

On this 6<sup>th</sup> day of May, 2014 before me personally came Karne Gibson to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



Lori E Welch  
Notary Public

**ACKNOWLEDGMENT OF TOWN OF CARMEL:**

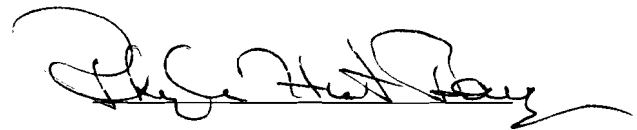
STATE OF NEW YORK )

) ss.:

COUNTY OF PUTNAM )

On this 5<sup>th</sup> day of June, 2014 before me personally came Kenneth Schmitt to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

PHYLLIS HUNT BOURGES  
Notary Public, State of New York  
No. 01BO4798459  
Qualified in Putnam County  
Certificate Filed in New York County  
Commission Expires July 31, 2017

  
Notary Public

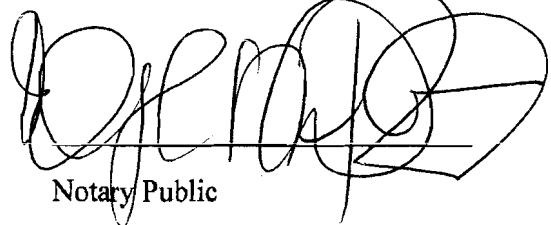
**ACKNOWLEDGMENT OF TOWN OF KENT:**

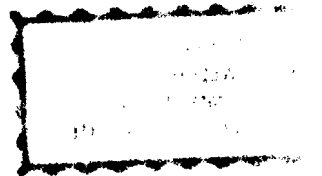
STATE OF NEW YORK )

) ss.:

COUNTY OF PUTNAM )

On this 10<sup>th</sup> day of June, 2014 before me personally came Maureen Fleming to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

  
Notary Public



ELAINE G. ABRAHAM-RIGO  
Notary Public, State of New York  
No. 01AB4786620  
Qualified in Putnam County  
Commission expires on December 31, 2017

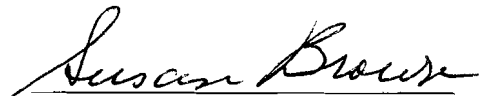
**ACKNOWLEDGMENT OF TOWN OF PATTERSON:**

STATE OF NEW YORK )

) ss.:

COUNTY OF PUTNAM )

On this 5<sup>th</sup> day of July, 2014 before me personally came Michael Griffin to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



Notary Public

SUSAN BROWN  
Notary Public, State of New York  
No. 01BR6160142  
Qualified in Putnam County  
Commission Expires Jan. 29, 2015

**ACKNOWLEDGMENT OF TOWN OF PHILIPSTOWN:**

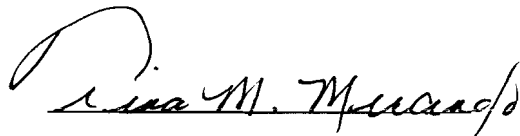
STATE OF NEW YORK )

) ss.:

COUNTY OF PUTNAM )

On this 21<sup>st</sup> day of July, 2014 before me personally came Richard Shea to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

TINA M. MERANDO  
NOTARY PUBLIC, STATE OF NEW YORK  
REG 01ME5079624  
QUALIFIED IN PUTNAM COUNTY  
COM EXP. RES JUNE 9, 2015



Notary Public

**ACKNOWLEDGMENT OF TOWN OF PUTNAM VALLEY:**

STATE OF NEW YORK     )

) ss.:

COUNTY OF PUTNAM     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014 before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF TOWN OF SOUTHEAST:**

STATE OF NEW YORK     )

) ss.:

COUNTY OF PUTNAM     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014 before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

**SCHEDULE A**

## **PUTNAM COUNTY INSURANCE REQUIREMENTS**

I. It is the requirement of the County of Putnam that for work performed under contract and/or permit authorized by the County and/or any event or performance conducted on county property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

- Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the county and/or highway department in forms satisfactory to the County and/or Highway Department.
- All insurance coverages must be from an A.M. Best Rated "secured" (B++-A++), New York State admitted insurer.
- All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.
- When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

II. The Contractor shall provide and maintain at its own expense the following minimum insurance coverage:

A. Workers' Compensation Insurance - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers' Compensation Insurance is required and should be received by Putnam County on a C105.2 form, SI 12 form, CE-200 form or U-26.3 - all of these forms are available through your carrier.

B. Commercial General Liability Insurance - Each policy must cover all operations and all locations involved in the contract and include the following:

- \$1,000,000 for each occurrence
- \$50,000 for the Fire Damage Legal Liability Limit
- \$5,000 for the Medical Expense Limit
- \$1,000,000 for the Personal & Advertising Injury Limit
- \$2,000,000 for the General Aggregate Limit
- \$2,000,000 for the Products/Completed Operations Aggregate Limit

C. Commercial Automobile Liability Insurance - Each policy must cover all operations and locations involved in the contract and including the following:

- (1) Owned Automobiles
- (2) Hired Automobiles
- (3) Non-Owned Automobiles

Unless specifically required, each policy shall provide Combined Single Limits of not less than \$1,000,000 for Bodily Injury and Property Damage.

D. Professional Liability Insurance (if applicable) - Each policy must cover errors and omissions. The policy limit shall be no less than \$1,000,000 per claim.

E. Excess Liability Insurance or an Umbrella Policy (if applicable) - A policy is required if the amount paid under the contract is above \$100,000. The limits required on the policy depend on the total contract amount.

- \$100,000 - \$250,000 - 1 million
- \$250,001 - \$500,000 - 5 million
- \$500,000+ - 10 million

F. Bid, Performance/Payment, Labor & Material Bonds - A policy is required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing.

III. Specific information **MUST** appear on each and every Insurance Certificate provided to the County.

A. The following must appear under the section entitled, "Certificate Holder"

**COUNTY OF PUTNAM  
48 GLENEIDA AVENUE  
CARMEL, NEW YORK 10512  
ATTN.: LAW DEPT./RISK MANAGER**

B. The following language must appear in the section entitled, "Description of Operations/Locations, etc.":

***"Putnam County is included as an additional insured except for Professional Liability and Workers' Compensation."***

**STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:**

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>Assurance Agency, Ltd<br>1760 E Golf Road<br>Suite 1100<br>Schaumburg IL 60173 |  | <b>CONTACT</b><br>Name: Carl Simon<br>Phone: (847) 463-7114<br>Fax: (847) 463-8123<br>Email: CSimon@AssuranceAgency.com |  |
| <b>INSURED</b><br>Vintage Tech Recyclers, LLC<br>1105 Windham Pkwy<br>Romeoville IL 60446         |  | <b>INSURER A: Travelers</b>   |  |
| <b>VINTEC-01</b>  |  | <b>INSURER B:</b>   |  |
|   |  | <b>INSURER C:</b>   |  |
|   |  | <b>INSURER D:</b>   |  |
|   |  | <b>INSURER E:</b>   |  |
|   |  | <b>INSURER F:</b>   |  |

**COVERAGES** **CERTIFICATE NUMBER: 45319188** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE | TYPE OF INSURANCE  | ADDITIONAL INFORMATION | POLICY NUMBER       | POLICY PERIOD (MM/DD/YYYY) | POLICY PERIOD (MM/DD/YYYY) | LIMITS  |
|------|--|------------------------|---------------------|----------------------------|----------------------------|---|
| A    | GENERAL LIABILITY  |                        | H8301D208405TCT1 3  | 1/21/2013                  | 12/31/2014                 | EACH OCCURRENCE \$1,000,000<br>OPERATIVE TO RETIRED PERSONNEL (per occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,500,000<br>PRODUCTS - COMPCIP AGG \$2,500,000 |
| X    | COMMERCIAL GENERAL LIABILITY                               |                        |                     |                            |                            |   |
|      | CLAIMS-MADE  | X                      |                     |                            |                            |   |
|      | GEN'L AGGREGATE LIMIT APPLIES PER:                         |                        |                     |                            |                            |   |
| X    | POLICY   |                        |                     |                            |                            |   |
|      | PRO-TEST   |                        |                     |                            |                            |   |
|      | LTC  |                        |                     |                            |                            |   |
| A    | AUTOMOBILE LIABILITY                                       |                        | H8301D208405TCT1 3  | 1/21/2013                  | 12/31/2014                 | COMBINED SINGLE LIMIT (per accident) \$1,000,000<br>BODILY INJURY (Per person) \$   |
|      | ANY AUTO   |                        |                     |                            |                            |   |
|      | ALL OWNED AUTOS  |                        |                     |                            |                            |   |
| X    | HIRD AUTOS   | X                      |                     |                            |                            |   |
|      | SCHEDULED AUTOS  |                        |                     |                            |                            |   |
|      | NON-OWNED AUTOS  |                        |                     |                            |                            |   |
| A    | UMBRELLA LIAB  | X                      | HSMCUP1D208405TIL13 | 1/21/2013                  | 12/31/2014                 | EACH OCCURRENCE \$4,000,000<br>AGGREGATE \$4,000,000<br>Prof. Corps. Ops. \$4,000,000   |
|      | EXCESS LIAB  |                        |                     |                            |                            |   |
|      | DED  | X                      |                     |                            |                            |   |
|      | RETENTION \$0  |                        |                     |                            |                            |   |
| A    | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY              | Y/N                    | HHUB1086191813      | 1/21/2013                  | 12/31/2014                 | X NO STATUS<br>EL. EACH ACCIDENT \$1,000,000<br>EL. DISEASE - SA EMPLOYER \$1,000,000<br>EL. DISEASE - POLICY LIMIT \$1,000,000   |
|      | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/BOARDER EXCLUDED? | N                      |                     |                            |                            |   |
|      | (Necessary to file)  |                        |                     |                            |                            |   |
|      | It was decided under                                       |                        |                     |                            |                            |   |
|      | DESCRIPTION OF OPERATIONS below                            |                        |                     |                            |                            |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

Re: All Work Performed by the Named Insured on Behalf of the Certificate Holder

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability and Automobile Liability on a Primary & Non-Contributory basis with respect to operations performed by the Named Insured in connection with this project:

1) County of Putnam  
See Attached...

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>County Of Putnam<br>Attn: Law Dept./Risk Manager<br>48 Glenridge Avenue<br>Carmel NY 10512 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Daniel B. Keros</i> |
|---|--|

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AGENCY CUSTOMER ID: VNTTEC-01

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|                                 |           |   |  |
|---------------------------------|-----------|---|--|
| AGENCY<br>Assurance Agency, Ltd |           | ARMED INSURED<br>Vintage Tech Recyclers, LLC<br>1105 Windham Place<br>Romeoville IL 60448 |  |
| POLICY NUMBER                   |           |   |  |
| CARRIER                         | NAIC CODE | EFFECTIVE DATE:   |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation in favor of the above entities applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

Umbrella Follows Form to Primary.

**STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD**

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

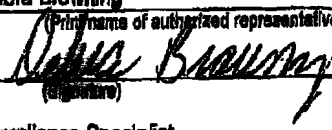
|   |   |
|---|---|
| <b>1a. Legal Name &amp; Address of Insured (Use street address only)</b><br>VINTAGE TECH RECYCLERS, LLC<br>1105 WINDHAM PKWY<br>ROMEOVILLE, IL 60446  | <b>1b. Business Telephone Number of Insured (630) 306-0822</b>  |
| <b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</b>  | <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>   |
| <b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b><br>COUNTY OF PUTNAM<br>48 GLENEIDA AVENUE<br>CARMEL, NEW YORK 10612<br>ATTN: LAW DEPT./RISK MANAGER | <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b><br>20-3536847  |
|   | <b>3a. Name of Insurance Carrier</b><br>Travelers Property Casualty Company of America<br><br><b>3b. Policy Number of entity listed in box "1a"</b><br>HHUB-1D06181-6-13<br><br><b>3c. Policy effective period</b><br>04-21-2013 to 04-21-2014<br><br><b>3d. The Proprietor, Partners or Executive Officers are</b><br><input checked="" type="checkbox"/> <b>Included.</b> (Only check box if all partners/officers included)<br><input type="checkbox"/> <b>all excluded or certain partners/officers excluded.</b> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days if a policy is canceled due to nonpayment of premiums or within 30 days if there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail). Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Debra Browning  
(Print name of authorized representative or licensed agent of insurance carrier)  
 Approved by:  12-10-2013  
(Signature) (Date)  
 Title: Compliance Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-670-6679

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

|   |   |
|---|---|
| <b>1a. Legal Name &amp; Address of Insured (Use street address only):</b><br>VINTAGE TECH RECYCLERS, LLC<br>1106 WINDHAM PKWY<br>ROMEOVILLE, IL 60448<br><br><b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</b> | <b>1b. Business Telephone Number of Insured</b><br>(830) 305-0922<br><br><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b><br><br><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b><br>20-3535847  |
| <b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b><br>COUNTY OF PUTNAM<br>48 GLENEIDA AVENUE<br>CARMEL, NEW YORK 10612<br>ATTN: LAW DEPT./RISK MANAGER   | <b>3a. Name of Insurance Carrier</b><br>Travelers Property Casualty Company of America<br><br><b>3b. Policy Number of entity listed in box "1a"</b><br>HHUB-1D98181-5-13<br><br><b>3c. Policy effective period</b><br>04-21-2013 to 04-21-2014<br><br><b>3d. The Proprietor, Partners or Executive Officers are</b><br><input checked="" type="checkbox"/> <b>Included.</b> (Only check box if all partners/officers included)<br><input type="checkbox"/> <b>all excluded or certain partners/officers excluded.</b> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 2A on the **INFORMATION PAGE** of the workers' compensation insurance policy). The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The insurance carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail). Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Debra Browning  
(Print name of authorized representative or licensed agent of insurance carrier)  
 Approved by: *Debra Browning* 12-10-2013  
(Signature) (Date)  
 Title: Compliance Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-570-8579

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Return Stamp Dated  
Confirmation in Attached Envelope  
Or Fax to (877) 255-4907  
Thank You

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**VINTAGE TECH, LLC**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
☐ Individual sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate  
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P** ☐ Exempt payee  
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**1105 WINDHAM PARKWAY**

City, state, and ZIP code  
**ROMEDEVILLE, IL 60448**

List account number(s) here (optional)

Requester's name and address (optional)

**Part III Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 8. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 8.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Social security number |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|
|                        |  |  |  |  |  |  |  |  |


| Employer identification number |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|
| 4                              | 8 | - | 3 | 8 | 1 | 1 | 9 | 1 |

**Part IV Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here  Date **1/17/13**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, where applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If you are, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain circumstances a Form W-9 has not been received, a partnership must withhold tax on a partner's share of income. If you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Contract # \_\_\_\_\_

**PUTNAM COUNTY PURCHASING DEPARTMENT**  
**NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW**  
**(8 U.S.C. SECTION 1324A)**  
**WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**  
*To be completed by Applicant/Covered Employer/Owner*

EMPLOYER/BUSINESS/COMPANY NAME: Vintage Tech LLC

(1) ADDRESS: 1105 Windham Parkway, Romeoville, IL 60446

(2) VENDOR # \_\_\_\_\_ (if known) (3) CONTRACT ID: \_\_\_\_\_ (if known)

(4) CONTACT: Seth Smith (5) TELEPHONE: 815-931-8318

(6) TERM OF CONTRACT OR EXTENSION: \_\_\_\_\_

(7) AMOUNT OF CONTRACT OR EXTENSION: \_\_\_\_\_

(8) BRIEF DESCRIPTION OF PROJECT OR SERVICE: E-Waste Recycling Service

SUBCONTRACTOR: \_\_\_\_\_

(1) ADDRESS: \_\_\_\_\_

(2) VENDOR # \_\_\_\_\_ (3) TELEPHONE: \_\_\_\_\_

(4) CONTACT: \_\_\_\_\_

(5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: \_\_\_\_\_

(6) EVIDENCE OF COMPLIANCE: COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN PUTNAM COUNTY CODE, CHAPTER 114, SECTION 5:

- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and (2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

AFFIDAVIT OF COMPLIANCE  
WITH THE REQUIREMENTS OF  
8 U.S.C. SECTION 1324a  
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

STATE OF ~~NEW YORK~~ <sup>Illinois</sup> COUNTY OF Will  
} ss:  
}

Seth Smith  
Vintage Tech LLC, being duly sworn, deposes and says:  
(print name of deponent)

1. I am the owner/ authorized representative of Vintage Tech LLC  
(circle one) (name of corp., business, company)
2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) Section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Putnam County Code Chapter

[Signature]  
(signature of deponent)

Subscribed and sworn to before me this 10 day of December

Notary Public, State of ~~New York~~

Illinois







Town Clerk <[townclerk@philipstown.com](mailto:townclerk@philipstown.com)>

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## Putnam County Resolution

1 message

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**pclair3@aol.com** <[pclair3@aol.com](mailto:pclair3@aol.com)>

Wed, Jun 4, 2014 at 1:51 PM

To: [supervisor@philipstown.com](mailto:supervisor@philipstown.com)


Cc: [townclerk@philipstown.com](mailto:townclerk@philipstown.com)

Hi Dottie, Please distribute the attached Resolution to the Town Board. It was passed by the Putnam County Legislature on May 6, 2014 and subsequently signed by the County Executive . I was planning to discuss this at the Town Board Meeting tomorrow, (which I was previously told I was on that agenda) but when I checked with Tina to verify that I was on the agenda, she told me that I was not.

I am requesting to be placed on the July Town Board Meeting agenda, so I can share information on why this legislation is critically important to the health and safety of Philipstown residents.

I hope that the Supervisor and Town Council Members will review the resolution in the meantime. I am available to clarify or answer questions about any of its contents. Thanks. Paula

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 **Putnam\_County\_PipelineResolution\_\_104\_(May\_Meeting)\_-\_Algonquin\_Pipeline.pdf**  
110K

## **RESOLUTION**

**WHEREAS**, Algonquin Gas Transmission, LLC, a wholly-owned subsidiary of Spectra Energy Partners, submitted Resource Report #9 in Docket # CP14-96-000, which does not reflect aggregate (existing and proposed) and cumulative emissions from compressor stations, metering stations, and pipelines in the entire Algonquin Incremental Market project; and

**WHEREAS**, impacts from the current AIM project infrastructure have not been fully evaluated to establish a baseline for air quality; and

**WHEREAS**, peer-reviewed scientific studies indicate that emissions from compressor stations and other shale gas infrastructure are associated with negative health impacts; and

**WHEREAS**, the current emissions will be significantly increased by the expansion of the Southeast and Stony Point compressor stations, and the region including Putnam, Rockland and Westchester counties is already considered a non-attainment zone for air quality standards according to the U.S. Environmental Protection Agency and exceeds the limits for air pollutants, such as ground level ozone; and

**WHEREAS**, the location of the AIM pipeline within close proximity to the Indian Point Nuclear Facility and 40 years of spent fuel roads, and in close proximity to a significant seismic zone, poses a risk of catastrophic damage with profound long-term impacts on the region; and

**WHEREAS**, municipalities may bear costs involved with emergency training, equipment, including up-to-date foam to extinguish fires, and first response to a pipeline, compressor or metering station event; and

**WHEREAS**, Algonquin Gas Transmission LLC and Spectra Energy Partners may not have adequate resources or insurance coverage to reimburse municipalities for costs borne by the municipality should an event occur that requires emergency response by first responders;

**NOW, THEREFORE BE IT RESOLVED**, that an independent air emissions baseline assessment be conducted in the areas directly impacted by the compressor and metering stations modifications, by an independent expert acceptable to industry, local government officials, advocates and the public, funded by industry, and that continuous emissions monitoring be conducted with transparent record keeping as stringent as possible; and be it further

**RESOLVED**, that the best mitigation technology available be required to be installed on every possible component of AIM's compressor and metering stations, including selective catalytic reduction, zero emission dehydrators, blow down prevention, vapor recovery units, and methane capturing equipment outlined by the U.S. EPA, and that there be a public hearing for the permits for each compressor station; and be it further

**RESOLVED**, that a comprehensive and transparent Health Impact Assessment (HIA), as outlined by the Centers for Disease Control and the National Academy of Sciences, be conducted by an independent entity acceptable to industry, local government officials, advocates and the public, and funded by industry; and be it further

**RESOLVED**, that Algonquin Gas Transmission, LLC and Spectra Energy Partners provide a full cost analysis and procurement of emergency supplies, equipment and training for local first

response teams to respond to events related to the Algonquin Pipeline Expansion (AIM) project, including fires, explosions, leaks, spills, problems and evacuations due to blow down releases and other incidents; and be it further

**RESOLVED**, that Algonquin Transmission, LLC and Spectra Energy Partners provide proof of insurance or self-insurance represented by segregated cash reserves for all potential costs and expenses involved with maintenance and responding to emergencies and mitigating damages as a result of any incident relating to or resulting from the Algonquin Pipeline Expansion (AIM) Project; and be it further

**RESOLVED**, that a Moratorium be enacted on this project, until such air emissions baseline assessment, Health Impact Assessment (HIA), and risk assessment are completed and reviewed by industry, local government officials and advocates and the public, health impacts are fully addressed and mitigated that fully protect and preserve the health and safety of residents and evidence of acceptable levels of insurance and self-insurance represented by segregated cash reserves, as aforesaid, are presented and approved by all interested parties; and be it further

**RESOLVED**, that a copy of this Resolution be sent to the Federal Energy Regulatory Commission.



Town Clerk <townclerk@philipstown.com>

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## Fwd: Sprout Brook Temporary Construction & Maintenance Easement

1 message

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**Town Supervisor** <supervisor@philipstown.com>  
To: Town Clerk <townclerk@philipstown.com>

Wed, May 21, 2014 at 11:27 AM

----- Forwarded message -----

From: **Town Supervisor** <supervisor@philipstown.com>  
Date: Wed, May 21, 2014 at 11:13 AM  
Subject: Fwd: Sprout Brook Temporary Construction & Maintenance Easement  
To: Richard Shea <shea@philipstown.com>

----- Forwarded message -----

From: **Taylor M. Palmer** <tpalmer@drakeloebl.com>  
Date: Wed, May 21, 2014 at 10:59 AM  
Subject: Sprout Brook Temporary Construction & Maintenance Easement  
To: Ron Gainer <rjgainer@comcast.net>  
Cc: "supervisor@philipstown.com" <supervisor@philipstown.com>, Elaine Vigorito <evigorito@drakeloebl.com>

Good Morning Ron,

Per our discussion this morning, please find attached two (2) temporary construction and maintenance easements for the properties located on Sprout Brook. These documents are ready to be signed/notarized by the Supervisor, and the respective property owners.

If the Town sees fit, the easements should be approved by the Town – the order of their signing is at the Town's discretion. If the Town Board would like a formal written resolution, we can prepare such a resolution at the Town's request.

Additionally, Ron, you confirmed that you took care of getting the proper authorization and consent from the landowners to satisfy the DEC's wetland permit requirements for the 100ft adjacent area. You also indicated that you completed the DEC's wetlands permit application package, including the Permission to Inspect Property form.

If you need us to send a copy of the easement to Ms. Liguori, with a return envelope, please let us know. Please let me know if you have any questions.

## **TEMPORARY CONSTRUCTION & MAINTENANCE EASEMENT**

This Temporary Construction & Maintenance Easement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 between

HEATHER LIGUORI, as owner of certain real property located at 418 Sprout Brook Road, Town of Philipstown, Putnam County, New York 10524, ("Grantor"), and

The TOWN OF PHILIPSTOWN, a municipal corporation of the State of New York, having its principal office and place of business at 238 Main Street, Cold Spring, Putnam County, New York (hereinafter the "Grantee").

### **W I T N E S S E T H:**

WHEREAS, Grantor is the owner of certain real property located at 418 Sprout Brook Road, in the Town of Philipstown, County of Putnam, State of New York, described on the tax map of the Town respectively as Section 83.13, Block 1, Lot 47 (SBL 83.13-1-47), and more fully described in the deed recorded in the Office of the County Clerk at Deed Book 1637, Page 191; and

WHEREAS, the Grantor's said property adjoins a County Road called "Sprout Brook Road" (County Route 15) in proximity to the intersection with a Town Road called "Old Albany Post Road"; and

WHEREAS, a portion of an unnamed stream (hereinafter "Sprout Brook Stream") runs through the Grantor's land and into the "Canopus Creek"; and

WHEREAS, a portion of the Sprout Brook Stream of approximately 150.0 +/- feet in length has become silted-in, and is in need of clearing and cleaning out; and

WHEREAS, to perform the said cleaning and clearing out of said silted-in portion of the Sprout Brook Stream and all related work it is necessary for the Town (Grantee) to enter upon the certain portions of the Grantor's said lands and to perform site work thereon; and

WHEREAS, the Town (Grantee) wishes to acquire a Temporary Construction Easement from the Grantor for the purpose of performing the said cleaning and clearing out of said silted-in portion of the Sprout Brook Stream and all related work; and

WHEREAS, after the said cleaning and clearing of the said portion of the Sprout Brook Stream and related work has been completed, the portion of the Sprout Brook Stream may require further clearing from time to time such as may require entry upon the Grantor's property for such purposes; and

WHEREAS, the Town (Grantee) also wishes to acquire a Maintenance Easement to enter the Grantor's property for purposes of performing such clearing and maintenance and related work on the small portion of the Sprout Brook Stream as may be required from time to time;

WHEREAS, it is the intention of the Town (Grantee), to record this Maintenance Easement in the Office of the County Clerk, and that it shall be binding upon the Grantor, her heirs, successors and assigns.

NOW, IN CONSIDERATION of ONE AND 00/100 DOLLARS (\$1.00) and other good and valuable consideration paid by the Town (Grantee) to the Grantor, the receipt of which is hereby conclusively acknowledged, the parties agree as follows:

1. The Grantor hereby grants to the Town (Grantee) a Temporary Construction Easement to enter her property located at 418 Sprout Brook Road, Town of Philipstown, Putnam County, New York, for the purposes of performing cleaning and clearing out and related work of the silted-in portion of the Spout Brook Stream.

2. The Grantor further hereby grants to the Town (Grantee) a Maintenance Easement to enter Grantor's property for purposes of performing such maintenance and cleanout work on the said portion of Sprout Brook Steam as may be required from time to time.

3. The Town (Grantee) shall be obligated to restore the Grantor's property, to the extent reasonably practical in any areas wherein site work is conducted, excluding the portion of the Spout Brook Stream to be cleaned and cleared.

4. The Grantor, her heirs, successors and assigns shall be required to defend, indemnify and hold harmless the Town (Grantee) against any claims, causes of action, liability, damages, costs, expenses of any kind arising out of the negligent or otherwise wrongful acts of the Town (Grantee), its contractors, agents and invitees in performing the cleaning, clearing and related work and in performing subsequent maintenance and repair work to said portion of the Sprout Brook Stream.

5. This Temporary Construction and Maintenance Easement touches and concerns the land and shall run with the land.

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

Signed:

**GRANTOR**

By: \_\_\_\_\_  
Name: Heather Liguori

**GRANTEE - TOWN OF PHILIPSTOWN**

By: \_\_\_\_\_  
Name: Richard Shea, Supervisor

WHEREAS, it is the intention of the Town (Grantee), to record this Maintenance Easement in the Office of the County Clerk, and that it shall be binding upon the Grantor, her heirs, successors and assigns.

NOW, IN CONSIDERATION of ONE AND 00/100 DOLLARS (\$1.00) and other good and valuable consideration paid by the Town (Grantee) to the Grantor, the receipt of which is hereby conclusively acknowledged, the parties agree as follows:

1. The Grantor hereby grants to the Town (Grantee) a Temporary Construction Easement to enter her property located at 418 Sprout Brook Road, Town of Philipstown, Putnam County, New York, for the purposes of performing cleaning and clearing out and related work of the silted-in portion of the Spout Brook Stream.

2. The Grantor further hereby grants to the Town (Grantee) a Maintenance Easement to enter Grantor's property for purposes of performing such maintenance and cleanout work on the said portion of Sprout Brook Steam as may be required from time to time.

3. The Town (Grantee) shall be obligated to restore the Grantor's property, to the extent reasonably practical in any areas wherein site work is conducted, excluding the portion of the Spout Brook Stream to be cleaned and cleared.

4. The Grantor, her heirs, successors and assigns shall be required to defend, indemnify and hold harmless the Town (Grantee) against any claims, causes of action, liability, damages, costs, expenses of any kind arising out of the negligent or otherwise wrongful acts of the Town (Grantee), its contractors, agents and invitees in performing the cleaning, clearing and related work and in performing subsequent maintenance and repair work to said portion of the Sprout Brook Stream.

5. This Temporary Construction and Maintenance Easement touches and concerns the land and shall run with the land.

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

Signed:

**GRANTOR**

By: \_\_\_\_\_  
Name: Heather Liguori

**GRANTEE - TOWN OF PHILIPSTOWN**

By: \_\_\_\_\_  
Name: Richard Shea, Supervisor

[illegible]

On the \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **HEATHER LIGUORI**, 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

[illegible]

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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

TMP/SJG/344064  
6082-6590508  
5/7/14



## **TEMPORARY CONSTRUCTION & MAINTENANCE EASEMENT**

This Temporary Construction & Maintenance Easement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 between

GERHARD H. FACKLAM & OLGA FACKLAM, as owners of certain real property located at 416 Sprout Brook Road, Town of Philipstown, Putnam County, New York 10524, ("Grantors"), and

The TOWN OF PHILIPSTOWN, a municipal corporation of the State of New York, having its principal office and place of business at 238 Main Street, Cold Spring, Putnam County, New York (hereinafter the "Grantee").

### **W I T N E S S E T H:**

WHEREAS, Grantors are the owners of certain real property located at 416 Sprout Brook Road, in the Town of Philipstown, County of Putnam, State of New York, described on the tax map of the Town respectively as Section 83.13, Block 1, Lot 48 (SBL 83.13-1-48), and more fully described in the deed recorded in the Office of the County Clerk at Deed Book 1813, Page 58; and

WHEREAS, the Grantors' said property adjoins a Town Road called "Sprout Brook Road" (County Route 15) in proximity to the intersection with a Town Road called "Old Albany Post Road"; and

WHEREAS, a portion of an unnamed stream (hereinafter "Sprout Brook Stream") runs through the Grantors' land and into the "Canopus Creek"; and

WHEREAS, a portion of the Sprout Brook Stream of approximately 150.0 +/- feet in length has become silted-in, and is in need of clearing and cleaning out; and

WHEREAS, to perform the said cleaning and clearing out of said silted-in portion of the Sprout Brook Stream and all related work it is necessary for the Town (Grantee) to enter upon the certain portions of the Grantors' said lands and to perform site work thereon; and

WHEREAS, the Town (Grantee) wishes to acquire a Temporary Construction Easement from the Grantors for the purpose of performing the said cleaning and clearing out of said silted-in portion of the Sprout Brook Stream and all related work; and

WHEREAS, after the said cleaning and clearing of the said portion of the Sprout Brook Stream and related work has been completed, the portion of the Sprout Brook Stream may require further clearing from time to time such as may require entry upon the Grantors' property for such purposes; and

WHEREAS, the Town (Grantee) also wishes to acquire a Maintenance Easement to enter the Grantors' property for purposes of performing such clearing and maintenance and related work on the small portion of the Sprout Brook Stream as may be required from time to time;

WHEREAS, it is the intention of the Town (Grantee), to record this Maintenance Easement in the Office of the County Clerk, and that it shall be binding upon the Grantors, their heirs, successors and assigns.

NOW, IN CONSIDERATION of ONE AND 00/100 DOLLARS (\$1.00) and other good and valuable consideration paid by the Town (Grantee) to the Grantors, the receipt of which is hereby conclusively acknowledged, the parties agree as follows:

1. The Grantors hereby grant to the Town (Grantee) a Temporary Construction Easement to enter their property located at 416 Sprout Brook Road, Town of Philipstown, Putnam County, New York, for the purposes of performing cleaning and clearing out and related work of the silted-in portion of the Spout Brook Stream.

2. The Grantors further hereby grant to the Town (Grantee) a Maintenance Easement to enter Grantors' property for purposes of performing such maintenance and cleanout work on the said portion of Sprout Brook Steam as may be required from time to time.

3. The Town (Grantee) shall be obligated to restore the Grantors' property, to the extent reasonably practical in any areas wherein site work is conducted, excluding the portion of the Spout Brook Stream to be cleaned and cleared.

4. The Grantors, their heirs, successors and assigns shall be required to defend, indemnify and hold harmless the Town (Grantee) against any claims, causes of action, liability, damages, costs, expenses of any kind arising out of the negligent or otherwise wrongful acts of the Town (Grantee), its contractors, agents and invitees in performing the cleaning, clearing and related work and in performing subsequent maintenance and repair work to said portion of the Sprout Brook Stream.

5. This Temporary Construction and Maintenance Easement touches and concerns the land and shall run with the land.

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

Signed:

**GRANTORS**

By: \_\_\_\_\_  
Name: Gerhard H. Facklam

By: \_\_\_\_\_  
Name: Olga Facklam

**GRANTEE - TOWN OF PHILIPSTOWN**

By: \_\_\_\_\_  
Name: Richard Shea, Supervisor

[illegible]

On the \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **GERHARD H. FACKLAM**, 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**

[illegible]

On the \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **OLGA FACKLAM**, 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**

[illegible]

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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

TMP/SJG/344066  
6082-6590508  
5/7/14

**RESOLUTION #**

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

**WHEREAS**, the Town wishes to acquire a Maintenance Easement to enter the Grantor's property for purposes of performing clearing and maintenance and related work on a small portion of the Sprout Brook Stream as may be required from time to time;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign Temporary Construction & Maintenance Easements for 416 Sprout Brook Road, in the Town of Philipstown, County of Putnam, State of New York, described on the tax map of the Town as Section 83.13, Block 1, Lot 48 and fully described in the deed recorded in the Office of the County Clerk at Deed Book 1813, Page 58 and for 418 Sprout Brook Road, Section 83.13, Block 1, Lot 47 and described in the deed recorded in the Office of the County Clerk at Deed Book 16377, page 191

# TOWN OF PHILIPSTOWN APPOINTED POSITION LIST (6/2014)

## TERM EXPIRES

March 31, 2017  
March 31, 2015  
March 31, 2018  
March 31, 2015  
March 31, 2016

## ZONING BOARD OF APPEALS (5Year Term)

Robert Dee, Chairman, 5 Old Albany Post Rd., Garrison 424-6034  
Vincent Cestone, 44 Aqueduct Rd., Garrison 737-0111(unlisted)  
Paula Clair, 162 Gallows Hill Rd., Garrison 739-2141  
William Flaherty, 18 JoAnn Place, Cold Spring 265-2988  
Leonard Lim, 11 Horton Rd., Cold Spring 265-3554  
Tina Landolfi, Secretary 519-9489

## PLANNING BOARD (4 Year Term)

March 31, 2018 Anthony Merante, Chairman, 18 Yesterday Drive, Cold Spring 809-5024  
March 31, 2017 Joseph Giachinta, 10 Pond Road, Cold Spring 265-3265  
March 31, 2015 Kim Conner, P.O. Box 60, Cold Spring 265-4840  
March 31, 2015 David Hardy, 70 Barrett Pond Road, Cold Spring 265-4290  
March 31, 2018 Neal Zuckerman, 663 Old Albany Post Road, Garrison 424-6057  
March 31, 2017 Mary Finger, 3 Horsemens Trail, Cold Spring 265-2665  
March 31, 2016 Pat Sexton, 16 Corey Lane, Cold Spring 265-9361  
Ann Gallagher, Secretary 265-3424

## BOARD OF ASSESSMENT REVIEW(5 Year Term)

September 30, 2015 Jamie Adams, Chairman, 36 Manitou Woods Rd., Garrison 424-8310  
September 30, 2015 Gordon Casement, 65 Moffett Road, Cold Spring 809-5072  
September 30, 2018 (Position Vacant)  
September 30, 2017 Kathyrine Tomann, 287 Main Street, Nelsonville, NY 265-9369  
September 30, 2014 Anne Nichter, 519 N. Fishkill Road N, Cold Spring 265-2619

## RECREATION COMMISSION (7 Year Term)

September 1, 2020 William Mazzuca, 22 Parrott St., Cold Spring 265-9393  
September 1, 2014 Lydia McMahon, 17 Greycliff Lane, Garrison 424-3463  
September 1, 2018 Claudio Marzollo, Lane Gate Rd., Cold Spring 265-3937  
September 1, 2015 Ceciley Hall, 8A Fishkill Road, Cold Spring 917-968-2687  
September 1, 2018 Philippe Cottenec, 223 Route 301, Cold Spring 265-2172  
September 1, 2019 John Maasik, 2792 Route 9, PO Box 69, Cold Spring 926-7187  
September 1, 2020 Joel Conybear, 81 Perk's Blvd., Cold Spring 265-2897

## CONSERVATION BOARD (2 Year Term)

March 3, 2016 Eric Lind (Interim Chairman), PO Box 174, Cold Spring 265-2601  
March 3, 2016 Andrew Galler, 170 Old Albany Post Rd, Garrison 739-0108  
March 3, 2016 Robert Repetto, 9 Old Albany Post Rd., Garrison (845) 737-5113  
March 3, 2015 Lew Kingsley, 16 Reservoir Lane, Cold Spring 265-3721  
March 3, 2016 Mark Galezo, P.O. Box 186, Garrison 424-3595  
March 3, 2015 Max Garfinkle, 32 Mountainview Drive, Cold Spring (845) 490-1453  
March 3, 2015 M. J. Martin, 398 Indian Brook Road, Garrison 424-6068  
Wetlands Inspector David Klotzle, 6 Skytop Dr., Croton (914) 736-7132  
Tina Landolfi, Secretary 519-9489

## CONTINENTAL VILLAGE WATER DISTRICT (1 Year Term)

Employees Answering Service 1-845-737-2442  
January 1, 2014 Ralph Bassignani, 12 Howland Rd., Garrison (Superintendent)  
Cell# 914-980-2493 Home# 737-8290  
January 1, 2014 Diane Barton, 65 Aqueduct Rd., Garrison (Collector) (845)-739-5728  
January 1, 2014 Steve LeClaire  
January 1, 2014 Ed Barticciotto A.W.T.P.O  
January 1, 2014 Ken Gonsalves A.W.T.P.O  
January 1, 2014 Stan Houghton A.W.T.P.O

## ADVISORY COMMITTEE (1 Year Term)

January 1, 2014 Michael Phelan, 10 Evans Knoll, Garrison 737-0341  
January 1, 2014 (Position Vacant)  
January 1, 2014 (Position Vacant)  
January 1, 2014 (Position Vacant)

## CONTINENTAL VILLAGE PARK DISTRICT (1Year Term)

Superintendent Michael Phelan, 10 Evans Knoll, Garrison 737-0341

## ADVISORY COMMITTEE

January 1, 2014 (Position Vacant)  
January 1, 2014 (Position Vacant)  
January 1, 2014 Frederick Romer, 26 Schuyler Lane, Garrison 734-4070  
January 1, 2014 Ken Gonsalves, 4 Evans Terrace, Garrison 737-9239  
January 1, 2014 (Position Vacant)  
January 1, 2014 Tony Galfano, 467 Sprout Brook Rd, Garrison 736-4198



# Town of Philipstown

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

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

## MONTHLY REPORT for July 2014

|  |                    |
|--|--------------------|
| 1. Fees Collected  | <u>\$ 13,638 -</u> |
| 2. Total Number of Permits Issued                                | <u>24</u>          |
| 3. New One- or Two-family dwellings:                             | <u>1</u>           |
| 4. New Commercial/Industrial buildings:                          | <u>0</u>           |
| 5. New Hazardous (H) occupancies:                                | <u>0</u>           |
| 6. New Multi family occupancies:                                 | <u>1</u>           |
| 7. Additions, alterations or repairs residential buildings       | <u>5</u>           |
| 8. Additions, alterations or repairs commercial buildings:       | <u>1</u>           |
| 9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.) | <u>17</u>          |
| 10. Number of Certificates of Occupancy :                        | <u>19</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: Depot Theater B.P. for Alteration  
\_\_\_\_\_  
\_\_\_\_\_