

YEAR END MEETING
December 30, 2013
7:30 p.m.

AGENDA:

1. Honorary Resolution for Betty Budney, Nunc Pro Tunc.
2. Authorize the Supervisor to make the necessary budget transfers to close the books for the year 2013.
3. Resolution authorizing transfer of funds for the Highway Department.
4. Resolution authorizing transfer of funds for the Recreation Department.
5. Resolution authorizing Supervisor Shea to sign the contract for the Cold Spring Fire Company for fiscal year 2014.
6. Resolution authorizing Supervisor Shea to sign the contract for the Philipstown Volunteer Ambulance Corp for fiscal year 2014.
7. Resolution authorizing Supervisor Shea to sign the contract for the Garrison Volunteer Ambulance and First Aid Squad, Inc. for fiscal year 2014.
8. Resolution authorizing Supervisor Shea to sign the contract for the Continental Village Volunteer Fire Department, Inc. for fiscal year 2014.
9. Resolution authorizing Supervisor Shea to sign the contract for the Garrison Volunteer Fire Company, Inc. for fiscal year 2014.
10. Resolution authorizing Supervisor Shea to sign the contract for the Putnam County Humane Society for fiscal year 2014.
11. Resolution accepting the resignation of Michael Leonard from the Planning Board, Conservation Board and the Board of Assessment Review effective December 31, 2013.
12. Any other business that may come before the Town Board.
13. Adjournment

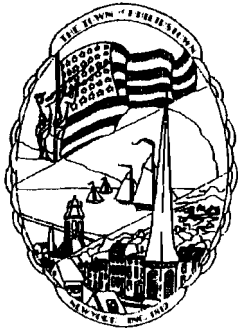
WHEREAS, on January 1, 1989, Betty Budney became the first woman to be elected to the Town of Philipstown Town Board and began her illustrious twenty- four year career representing the people of this Town and;

WHEREAS, Betty's years of service have been distinguished by her exemplary dedication to serve in the best interests of Philipstown, while working tirelessly for the betterment of the Town's economic, cultural and aesthetic development and;

WHEREAS, the Town of Philipstown has greatly benefited due to her unique capability in the performance of her responsibilities as a Town Board member and that she has made numerous contributions to the Town's municipal government and;

WHEREAS, Betty's achievements as a public servant through her hard work, dedication and her love of the Philipstown community are qualities that will not soon be forgotten;

NOW, THEREFORE BE IT RESOLVED that the Town Board of Philipstown wishes to express our sincere appreciation and thanks to Councilwoman Betty Budney for her outstanding service to the Town and we wish her a happy and healthy retirement and success in all her future endeavors.



Town of Philipstown

HIGHWAY DEPARTMENT

50 Fishkill Road

Cold Spring, New York 10516

(845) 265-3530

Fax (845) 265-7886

Roger M. Chirico

Highway Superintendent

December 30, 2013

MEMORANDUM

TO: Richard Shea, Town Supervisor
Town Board Members

FROM: Maureen Etta, Highway Clerk

RE: 2013 Fund Transfers

Please transfer the following funds at your year-end meeting, scheduled Monday , December 30, 2013:

PAYROLL:

FROM:	TO:	AMOUNT
DBO-04-5110-100 (General Repairs)	DBO-04-5140-100 (Misc)	\$3,139.43

Philipstown Recreation Department

Memorandum

To: Richard Shea, Town Supervisor

CC: Susan Kenny & Tina Merando

From: Amber Stickle, Director of Recreation and Parks

Date: December 16, 2013

Re: Transfer of Funds

I would like to request a transfer of \$6,000 from A00-06-7030.4 (contractual) to A00-06-7020.100 (personnel) to cover an overage in personnel expenses. Please let me know if you have any questions.

Thanks You.

THIS AGREEMENT made the 30th day of December 2013, **BETWEEN;**

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

and

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

and

THE COLD SPRING FIRE COMPANY NO. 1;

WITNESSETH:

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

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

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

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

1. The **VILLAGE**, through the **COLD SPRING FIRE COMPANY NO. 1**, shall at all times during the period of this Agreement be subject to call for attendance upon any fire appearing in the District, and when notified by alarm, or telephone call, or in any other manner, of a fire without delay, with all its suitable apparatus. Upon arriving at the scene of the fire, the firemen of the **COLD SPRING FIRE COMPANY NO. 1** attending, shall proceed diligently, and in every way reasonably suggested, with the extinguishing of the fire, and the saving of life and property in connection therewith.
2. In consideration of furnishing such aid and the use of its apparatus as aforesaid, the **TOWN BOARD** shall pay to the **VILLAGE**, the sum of Forty Seven Thousand Seven Hundred Fifty Four (\$47,754.00) annually for the term of this contract. This payment, divided into two portions, shall be all-inclusive, and shall be in lieu of any obligation of the **TOWN BOARD** to pay the **VILLAGE**, any loss or damage whatsoever sustained to the Fire Apparatus or equipment of the **VILLAGE** in answering, attending upon or returning from a call for assistance in said District, it being understood that the **VILLAGE** carries its own liability, fire and theft insurance, etc., for same. The payment of such money shall also be in lieu of the payment of any special expenses incurred in the operation of the **FIRE APPARATUS OR EQUIPMENT** of the **VILLAGE** or the **COLD SPRING FIRE COMPANY NO. 1** in answering such call. The payment shall be divided into two portions as follows:

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

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

TOWN BOARD OF THE TOWN OF PHILIPSTOWN

BY: _____
Richard Shea, Supervisor

John Van Tassel, Councilman

Nancy Montgomery, Councilwoman

Betty Budney, Councilwoman

David Merandy, Councilman

ATTEST:

Tina M. Merando, Town Clerk

This Agreement is hereby consented to:

COLD SPRING FIRE COMPANY NO. 1

VILLAGE OF COLD SPRING

BY: _____
President

BY: _____

ATTEST:

CONTRACT

EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT dated December 30, 2013, by and between the **TOWN OF PHILIPSTOWN**, a Municipal Corporation having its office at 238 Main Street, P.O. Box 155, Cold Spring, New York 10516, herein after referred to as the “**TOWN**”, and **PHILIPSTOWN VOLUNTEER AMBULANCE CORPS INC.**, a not-for-profit corporation in the State of New York with an office at Cedar Street, Cold Spring, New York 10516 and hereinafter referred to as the “**AMBULANCE CORPS.**”

WITNESSETH

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

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

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

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

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

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

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

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

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

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

2. **Compliance with law.** The **AMBULANCE CORPS** hereby agrees to furnish the **TOWN** with the necessary certificates certifying that it has complied with all of the laws of the State of New York regarding the training of personnel and shall provide the equipment, ambulances and personnel sufficient to furnish general ambulance services hereunder.
3. **Payment.** In consideration of the **AMBULANCE CORPS**, procuring, providing, and furnishing general ambulance services, including equipment and personnel as set forth herein, the **TOWN** shall pay to the **AMBULANCE CORPS** the sum of \$193,930.00 for the year 2014. Such sum to be paid for the year hereunder, shall be paid as the Town Supervisor receives the tax monies levied against the Town, except that payments shall not be required to be made in multiples of less than \$100.00, save at the option of the Supervisor, and provided further that any money due for any year shall be totally paid prior to December 31st in said year.

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

4. **Term.** The term of this Contract shall commence January 1, 2014 and shall continue until December 31, 2014.
5. **Insurance.** The **AMBULANCE CORPS** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage) with limits of no less than \$1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than \$1,000,000.00, and (c) Volunteer Ambulance Workers Benefit Coverage, with all three of the foregoing insurance coverage's to be for the protection of the public and the Town, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **AMBULANCE CORPS** in furnishing or operating such ambulance service, such insurance to name the **TOWN** as one of the insured, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN**, in writing.
6. **Independent Contractor.** It is understood and agreed that the **AMBULANCE CORPS** in carrying out the provisions of this Agreement, is acting as an independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **AMBULANCE CORPS**

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

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

TOWN OF PHILIPSTOWN

By: _____
Richard Shea, Supervisor

(Seal)

Tina M. Merando, Town Clerk

PHILIPSTOWN VOLUNTEER AMBULANCE CORPS INC:

By: _____
President

ATTEST

By: _____
Secretary

CONTRACT

EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT dated December 30, 2013, by and between the **TOWN OF PHILIPSTOWN**, a Municipal Corporation having its office at 238 Main Street P.O. Box 155, Cold Spring, New York 10516, hereinafter referred to as the “**TOWN**” and the **GARRISON VOLUNTEER AMBULANCE AND FIRST AID SQUAD, INC.**, a not-for-profit corporation in the State of New York with an office at P.O. Box 121, Garrison, New York 10524 and hereinafter referred to as the “**AMBULANCE CORPS.**”

WITNESSETH

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

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

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

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

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

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

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

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

1. **General Ambulance Service.** That the **AMBULANCE CORPS** hereby agrees to furnish to the area of the Town of Philipstown lying south of the northerly boundary line of the “Garrison Fire Protection District of the Town of Philipstown”, general ambulance services as provided by General Municipal Law Section 122-b during the term of this Agreement, but shall not be precluded from providing ambulance services to other areas within the **TOWN** or other areas outside of the **TOWN**. The **AMBULANCE CORPS** through its appropriate members, shall at all times during the period of the Agreement be subject to call for such ambulance services by anyone for any person or persons residing or found within the aforesaid area, and when such ambulance, and when such ambulance service is requested shall respond to and render such general ambulance service without delay and with suitable equipment and personnel.
2. **Compliance with the Law.** The **AMBULANCE CORPS** hereby agrees to furnish the **TOWN** with the necessary certificates certifying that it has complied with all of the laws of the State of New York regarding the training of personnel and shall provide the equipment, ambulances and personnel sufficient to furnish general ambulance services hereunder.
3. **Payment.** In consideration of the **AMBULANCE CORPS** procuring, providing and furnishing general ambulance services, including equipment and personnel as set forth herein, the **TOWN** shall pay to the **AMBULANCE CORPS** the sum of \$170,000.00 for the fiscal year 2014. Such sums to be paid for the year hereunder, shall be paid as the Town Supervisor receives the tax monies levied against the Town, except that payments shall not be required to be made in multiples of less than \$100.00, save at the option of the Supervisor, and provided further that any money due for any year shall be totally paid prior to December 31st in said year.

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

4. Term. The term of this Contract shall commence January 1, 2014 and shall continue until December 31, 2014.
5. Insurance. The **AMBULANCE CORPS** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage) with limits of no less than \$1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than \$1,000,000.00 and (c) Volunteer Ambulance Benefit Coverage, with all three of the foregoing insurance coverages to be for the protection of the public and the Town, its officers, employees, agents, and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **AMBULANCE CORPS** in furnishing or operating such ambulance service, such insurance to name the **TOWN** as one of the insureds, provide the Town with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN**, in writing.
6. Independent Contractor. It is understood and agreed that the **AMBULANCE CORPS**, in carrying out the provisions of this agreement, is acting as an independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **AMBULANCE CORPS**.
7. Indemnification. The **AMBULANCE CORPS** shall indemnify and save harmless the **TOWN**, its officers, employees, agents and servants against all liability claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever of the **AMBULANCE CORPS**, its officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.
8. Town Law Applicable. The parties hereto agree that the Agreement is subject to the provisions of General Municipal Law section 122-b.
9. This Contract replaces and supersedes the contract between the parties dated December 1, 2011, which previous contract is hereby cancelled and terminated effective as of January 1, 2013.
10. The parties hereto further agree that this Agreement may not be changed or modified except by another instrument in writing signed by the parties hereto, and in accordance with the applicable provisions of the law.

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

TOWN OF PHILIPSTOWN

By: _____
Richard Shea, Supervisor

(SEAL)

Tina M. Merando, Town Clerk

ATTEST:

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

Secretary

By: _____
President

THIS AGREEMENT made the 30th day of December 2013, **BETWEEN:**

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

and

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

WITNESSETH:

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

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

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

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

1. **FIRE COMPANY OBLIGATIONS:** The **FIRE COMPANY** shall at all times during the period of this Agreement be subject to call for attendance upon any fire appearing in such District, and when notified by alarm or telephone call, or in any other manner, of a fire in the District, shall respond and attend upon the fire without delay, with all suitable apparatus of the **FIRE COMPANY**. Upon arriving at the scene of the fire, the **FIRE COMPANY** shall proceed diligently and in every way reasonably suggested with the extinguishing of the fire, and the saving of life and property in connection therewith.
2. **TERM:** The term of this Agreement shall commence January 1, 2014 and shall continue until December 31, 2014.

3. **PAYMENT AND WHAT IT INCLUDES:** In consideration of the furnishing aid and use of its apparatus, as aforesaid, the **TOWN BOARD** shall pay to the **FIRE COMPANY** \$180,000 for the year 2014.

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

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

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

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

TOWN BOARD OF THE TOWN OF PHILIPSTOWN

BY _____
Richard Shea, Supervisor

(SEAL)

ATTEST:

Town Clerk

CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.

BY _____
President

ATTEST:

(SEAL)

Secretary

THIS AGREEMENT made the 30th day of December 2013, **BETWEEN;**

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

GARRISON VOLUNTEER FIRE COMPANY, INC., a fire corporation duly organized under the Not-for-Profit Corporation Law of the State of New York, hereinafter designated as the “**FIRE COMPANY**”.

WITNESSETH:

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

WHEREAS, following a Public Hearing held pursuant to Town Law 184 on November 20, 2013, at the Town Hall, 238 Main Street, Cold Spring, New York, the **TOWN** authorized a Contract with the **FIRE COMPANY** for Fire Protection to said District; and

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

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

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

2. **Term:** The term of this Agreement shall commence January 1, 2014, and shall continue through December 31, 2014.

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

2014-----\$538,970.00

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

The Town shall also make payments to the Service Award Program established for the Volunteer Firefighters of the Garrison Volunteer Fire Co., Inc., pursuant to the Special Elections of September 17, 1996 and December 10, 2013

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

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

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

7. **Payment.** The sum of \$538,970.00

for 2014 shall be paid in two installments; the first, in the amount of \$323,382.00, shall be paid as the Town Supervisor of Philipstown receives Tax monies levied against the Fire Protection District, but in no event later than March 1, 2014; and the second installments, in the amount of \$215,588.00 upon filing with the Town Clerk the independent audited financial statements of the **FIRE COMPANY** as required by General Municipal Law 209-z and IRS Form 990 for calendar year 2013, but in no event earlier than April 30, 2014.

Said payments, however, shall be in addition to benefits under the Volunteer Firemen's Benefit Law, payments under the Service Award Program, insurance premiums, legal expenses and other municipal expenses chargeable to the District by the Town during the term of this contract.

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

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

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

11. **Finances.** The **TOWN** and the **FIRE COMPANY** agree **FURTHER** as follows:

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

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

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

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

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

TOWN BOARD OF THE TOWN OF PHILIPSTOWN

BY: _____
Richard Shea, Supervisor

Betty Budney, Councilwoman

John Van Tassel, Councilman

David Merandy, Councilman

Nancy Montgomery, Councilwoman

(seal)

ATTEST:

Tina M. Merando, Town Clerk

GARRISON VOLUNTEER FIRE COMPANY, INC.

BY: _____
President

ATTEST:

Secretary

AGREEMENT BETWEEN THE TOWN OF PHILIPSTOWN AND
THE PUTNAM COUNTY HUMANE SOCIETY FOR THE PROVISION
OF DOG SHELTER SERVICES FOR THE YEAR OF 2013

AGREEMENT made and entered into this 11th day of November 11, 2013 by and between 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, New York, 10516 (the "TOWN"), and the PUTNAM COUNTY HUMANE SOCIETY, a New York not-for-profit corporation, having as its principal mailing address at P.O. Box 297, Philipstown, New York 10512 (the "Society")

W I T N E S S E T H

IN CONSIDERATION OF the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. This agreement is for a term of one (1) year, commencing on January 1st, 2014, and terminating on December 31st, 2014. Said commencement is subject to the provisions of paragraph 4 below.
2. The Society shall provide dog shelter services in accordance with the provisions set forth in Article 7 of the Agriculture and markets law of the State of New York. It is expressly understood that the Town will provide its own Dog Control Officer and be responsible for such services and matters related thereto.
3. In consideration of the foregoing, the Town agrees to pay to the Society the sum of \$10,500.
4. The foregoing consideration shall be made as a single payment on or before March 1, 2014. It is understood that the duties, obligations and responsibilities of the Society hereunder shall all immediately terminate in the event that the said single payment shall not have been made by March 1, 2014.
5. The Society shall be open to the public from 10:00 AM until 4:00 PM, seven (7) days a week except legal holidays. The Town's Dog Control Officer shall nevertheless have access to the facility 24 hours per day, seven days per week.
6. Subject to limitations of capacity, the Society will accept privately owned dogs to be surrendered by Town residents provided they are 'adoptable'. "Adoptable" means the dogs are not aggressive, do not bite and are not of poor health or old age. PHS does make exceptions for older dogs that are adoptable. We have placed many senior dogs, and also offer a foster program for senior dogs with special needs. Residents may bring the dogs to the shelter by appointment during the hours that the shelter is open. The shelter will require such pets are spayed/neutered, vaccinated, and tested for heartworm disease. If they are not, the owner will be asked to donate towards having these services done if they are able.

7. The Society will not assume any liability, responsibility or costs associated with the Town providing its own Dog Control Officer services. This includes such services in connection with dogs that require emergency medical attention prior to being brought to the Society. The Town will provide the Society the name of the dog Control Officer and a means by which to contact said Dog Control Officer.
8. This agreement is and shall be exclusively for shelter services and shall not include any veterinary, training or other services associated with or customarily utilized by or for dogs.
9. Except as may be otherwise provide herein, the parties agree to comply with all of the provisions of the law of the state of New York applicable to the Agreement and the subject matter thereof.
10. Neither party may assign or transfer this Agreement or any rights hereunder without the prior express written consent of the other party.
11. In the event of any breach of this Agreement or any default hereunder without the prior express written consent of the other party, at is sole option, the non breaching party shall have the right to terminate this Agreement upon thirty (30) days written notice, sent by certified mail, return receipt requested, to the breaching party. In such event, an amount equal to the unused portion of the single payment provided for in paragraph 3 above shall be refunded to the Town.
12. The Society makes no representation that this Agreement fulfills the obligations of the Town under the Agriculture and Market Law, except that the Society is a duly incorporated humane society authorized to provide shelter services in accordance with Section 115 of the New York Agriculture and Markets Law.
13. All representations made by the Society to the Town are contained in this Agreement and any representations made outside of this Agreement, whether written, verbal or otherwise, are deemed merged into and superseded by this Agreement.
14. This Agreement constitutes the entire agreement between the parties and any amendments thereto or modifications thereof shall be in writing signed by both parties. Subject to the provisions of paragraphs 10 and 12, this Agreement shall ensure to and be binding upon the heirs, successors and assigns of the parties hereto. This Agreement shall be construed in accordance with the laws of the State of New York. In the event any part of this Agreement be held invalid or unenforceable by any Court, the remaining parts of this Agreement shall nevertheless remain in full force and effect.
15. The Society will turn over to the Town by the 7th day of each month all Town seizure records and related fees.
16. The Society shall comply with the Town of Philipstown's Insurance Requirements as listed in the attached Schedule "A" Certificates of Insurance as required by said Insurance Requirements shall be furnished with the signed counterparts of this contract.

17. The Society shall comply with all applicable Federal and State laws, statues, rules and regulations in regard to the preparation and submission of an independent financial audit and, if required to prepare same, shall submit said independent financial report with ninety (90) days to the close of their fiscal year.

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

TOWN OF PHILIPSTOWN

BY:

Richard Shea, Supervisor

PUTNAM COUNTY HUMANE SOCIETY

BY:

A handwritten signature in black ink, appearing to read "Michele Dugan", is written over a horizontal line.

Michele Dugan, President

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

December 10, 2013


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

ATTN: RICHARD SHEA

Re: Resignation Notification

This is to advise that I have been officially notified by the Putnam County Board of Elections acknowledging my position on the Philipstown Town Council effective 1/1/14 based upon certified and accepted election results received. I therefore tender my resignation effective 12/31/13 from the following town appointed boards: Planning Board, Conservation Board and Board of Assessment.

Serving alongside such highly qualified and dedicated fellow townspeople over the years on these boards has provided me with a excellent understanding regarding the internal workings of our town government and I believe will aid me greatly in my new position to best serve the good people and businesses of this town going forward. Thank you all for your confidence you have had in me for my past service and look forward to working with you in the future.



Michael Leonard
Philipstown Planning Board Chair