

December 1, 2015
December 14, 2015
December 23, 2015

YEAR END MEETING
December 30, 2015
7:30 p.m.

AGENDA:

1. Authorize the Supervisor to make the necessary budget transfers to close the books for the year 2015.
2. Resolution approving the transfer of funds for the Recreation Department.
3. Resolution approving the transfer of funds for the Highway Department.
4. Resolution authorizing Supervisor Shea and the Town Board to sign the contract for the Cold Spring Fire Company for fiscal year 2016.
5. Resolution authorizing Supervisor Shea and the Town Board to sign the contract for the Continental Village Volunteer Fire Department, Inc. for fiscal year 2016.
6. Resolution authorizing Supervisor Shea and the Town Board to sign the contract for the Garrison Volunteer Fire Company, Inc. which will commence January 1, 2016 and shall continue through 11:59 p.m. of such date.
7. Resolution authorizing Supervisor Shea to sign the contract for the Philipstown Volunteer Ambulance Corp for fiscal year 2016.
8. Resolution authorizing Supervisor Shea to sign the contract for the Garrison Volunteer Ambulance and First Aid Squad, Inc. for fiscal year 2016.
9. Resolution authorizing Supervisor Shea to sign the contract between the Town and David Klotzle as the town's Wetland's Inspector for 2016.
10. Resolution of support for the Hudson Highlands Land Trust who is applying for a \$10,000 grant through the NYS Conservation Partnership Program.
11. Any other business that may come before the Town Board.
12. Adjournment.

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Philipstown **Recreation** Department

Memorandum

To: Richard Shea, Town Supervisor

CC: Susan Kenny & Tina Merando

From: Amber Stickle, Director of Recreation and Parks

Date: December 22, 2015

Re: Transfer of Funds

I would like to request a transfer of \$19,000 from A00-06-7020.100 (personnel) to A00-06-7030.4 (contractual) to cover an overage in contractual expenses. This is a result of an increased number of contractors offering classes rather than payroll employees, as well as the addition of senior trips in 2015. Please let me know if you have any questions.

Thanks You.

THIS AGREEMENT made the 30th day of December, 2015, **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 4, 2015, 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 firefighters 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** shall pay the sum of \$64,432.00. This payment, divided into two portions as indicated below, shall be all-inclusive, and shall be in lieu of any obligation of the **TOWN BOARD** to pay the **VILLAGE** and /or **COLD SPRING FIRE COMPANY NO. 1**, any loss or damage whatsoever sustained to the fire apparatus or equipment of the **VILLAGE** and /or **COLD SPRING FIRE COMPANY NO. 1** in answering, attending upon or returning from a call for assistance, it being understood that the **VILLAGE** and/or **COLD SPRING FIRE COMPANY NO. 1** carry a policy of liability, fire and theft insurance, etc., for same. The payment of such money shall also be in lieu of the payment of any special expenses incurred in the operation of the **FIRE APPARATUS OR EQUIPMENT** of the **VILLAGE** or the **COLD SPRING FIRE COMPANY NO. 1** in answering such call. The payment

shall be divided into two portions as follows: The amount of \$48,232.00 shall be paid directly to the **COLD SPRING FIRE COMPANY NO. 1**; and the amount of \$16,200.00 shall be paid directly to the **VILLAGE**.

3. The **TOWN BOARD** shall be responsible for payments to active members of the **COLD SPRING FIRE COMPANY NO. 1**, a Volunteer Fire Company, in accordance with requirements of Section 30 of the Volunteer Firemen's Benefit Law, and the Town Board shall be responsible for a portion of compensation insurance to the extent applicable in compliance with said Section, to the extent said payments and insurance are required for services performed under this Contract.
4. All monies to be paid under this Contract therefore, shall be in full and complete satisfaction of any and all possible claims which may arise upon the part of the **VILLAGE** or **COLD SPRING FIRE COMPANY NO. 1**, with or against the **TOWN BOARD**, in connection with responding, attending upon, answering or returning from any call or service to be provided under the terms of this Agreement.
5. The **VILLAGE** and the **COLD SPRING FIRE COMPANY NO. 1**, reserve the right to respond to calls for attendance upon any fire in areas outside of the District, and in doing so, shall not be deemed to be in violation of this Agreement.
6. All monies to be paid under any provision of this Agreement, as well as all other monies and charges lawfully chargeable thereto, shall be a charge upon the District to be assessed and levied upon taxable property in the District and collected with the Town Taxes.
7. The sum of Sixty four thousand four hundred thirty two dollars (\$64,432.00) to be paid hereunder, shall be paid as the Town Supervisor of Philipstown receives tax monies levied against the District, provided, however, that payments shall not be required to be made in multiples of less than \$100.00, and any money due shall be paid prior to December 31, 2016.
8. The term of this Agreement shall commence January 1, 2016 and shall continue until midnight December 31, 2016.
9. The **COLD SPRING FIRE COMPANY NO. 1**, signs this Agreement to consent thereto pursuant to General Municipal Law Section 209-d.
10. **Independent Contractor.** It is understood and agreed that the **VILLAGE** and **COLD SPRING FIRE COMPANY NO. 1**, in carrying out the provisions of this Agreement, are acting as independent contractors and are not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **VILLAGE** and **COLD SPRING FIRE COMPANY NO. 1**.
11. **Indemnification.** The **VILLAGE** shall indemnify and save harmless the **TOWN**, its officers, employees, agents and servants against all liability claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever, of the **VILLAGE** or the **COLD SPRING FIRE COMPANY NO. 1**, their officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.
12. **Insurance.** The **VILLAGE** shall further secure and keep in effect: (a) Commercial General Liability

Insurance (also known as Emergency Service Liability Coverage), with limits of no less than \$1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than \$1,000,000.00 and (c) Volunteer Fireman's Benefit Coverage pursuant to Volunteer Firefighters' Benefit Law, Section 30, with all three of the foregoing insurance coverages to be for the protection of the public and the **TOWN**, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **VILLAGE** or the **COLD SPRING FIRE COMPANY NO. 1**, in furnishing or operating the service hereunder, such insurance to name the **TOWN** as one of the insureds, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN**, in writing.

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

TOWN BOARD OF THE TOWN OF PHILIPSTOWN

BY:

Richard Shea, Supervisor

Michael Leonard, Councilman

John Van Tassel, Councilman

Robert Flaherty, Councilman

Nancy Montgomery, Councilwoman

ATTEST:

Tina M. Merando, Town Clerk

This Agreement is hereby consented to:

COLD SPRING FIRE COMPANY NO. 1

VILLAGE OF COLD SPRING

BY:

President

BY:

ATTEST:

THIS AGREEMENT made the 30th day of December, 2015, **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 on November 4, 2015, 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, 2016 and shall continue until December 31, 2016.

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** \$185,000.00 for the year 2016.

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 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 shall be totally paid upon collection of taxes for the 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

Michael Leonard, Councilman

John Van Tassel, Councilman

Robert Flaherty, Councilman

Nancy Montgomery, Councilwoman

ATTEST:

Tina M. Merando, Town Clerk

CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.

BY

President

ATTEST:

(SEAL)

Secretary

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THIS AGREEMENT made the 30th day of December, 2015, **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 4, 2015, 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, 2016, and shall continue through 11:59 p.m. of such date and upon the dissolution of the "Garrison Fire Protection District of the Town of Philipstown" at such time.

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:

2016-----\$1,408.48

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, for January 1, 2016. Thereafter such Service Award Program shall be transferred to the Garrison Fire District effective January 2, 2016.

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 \$1,408.48 for 2016, shall be paid on or before March 1, 2016.

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.

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

Michael Leonard, Councilman

John Van Tassel, Councilman

Robert Flaherty, Councilman

Nancy Montgomery, Councilwoman

(seal)

ATTEST:

Tina M. Merando, Town Clerk

GARRISON VOLUNTEER FIRE COMPANY, INC.

BY: _____
President

ATTEST:

Secretary

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CONTRACT

EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT dated December 30th, 2015, 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 \$ 261,000.00 for the year 2016. 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, 2016, and shall continue until December 31, 2016.
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, 2015, 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 \$ 171,241.00 for the fiscal year 2016. 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, 2016, and shall continue until December 31, 2016.
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 31, 2015, which previous contract is hereby cancelled and terminated effective as of January 1, 2016.
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

AGREEMENT

AGREEMENT made this 30th day of December, 2015, between:

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

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

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

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

1. The **TOWN** does hereby retain **KLOTZLE** to serve as **WETLANDS INSPECTOR AND NATURAL RESOURCE OFFICER** to the **TOWN** pursuant to Chapter 93 of the Code of the Town of Philipstown. **KLOTZLE** shall serve at the pleasure of the **TOWN BOARD** as provided in Section 93-11 of said Code.
2. **KLOTZLE** states that he has the necessary qualifications, training and experience as required in Code Section 93-11 to serve as **WETLANDS INSPECTOR AND NATURAL RESOURCE OFFICER**.
3. The parties agree that **KLOTZLE** is and shall be a part time hourly employee.
4. The parties agree that effective January 1, 2016, **KLOTZLE's** salary shall be and he shall be paid at the gross rate of \$60.00 per hour for services rendered as **WETLANDS INSPECTOR AND NATURAL RESOURCE OFFICER**. **KLOTZLE** will bill the **TOWN** monthly and submit a voucher for services rendered. **KLOTZLE** shall also be reimbursed for vehicle mileage at the same rate as other Town employees (currently \$.40¢ per mile)

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

TOWN OF PHILIPSTOWN

By _____
Richard Shea, Supervisor

Date

By _____
David Klotzle

Date

RESOLUTION #

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

WHEREAS, the HUDSON HIGHLANDS LAND TRUST is applying for a \$10,000 grant through the New York State Conservation Partnership Program, a partnership between the Land Trust Alliance and the State of New York; and

WHEREAS, the Land Trust has permanently protected over 2,200 acres of land within its mission area through its conservation easement work with private landowners, along with an additional 1,000 acres added to local state parks in its role as 3d party facilitator with New York State agencies, thus furthering the conservation interests of the State of New York and the residents of Philipstown; and

WHEREAS, the Hudson Highlands Land Trust has been a trusted partner with, and supporter of the TOWN OF PHILIPSTOWN on a variety of projects during the past decade, including: sponsoring the Philipstown 20/20 forum, development of a community- wide Natural Resources and Open Space Plan, completing the first-ever Philipstown Buildout Analysis, underwriting the Town-wide Cleanup in 2010 and 2011, and assisting with residents' work from 2006 to 2011, which resulted in the adoption of Town-wide Zoning in 2011, a local law that will endure the protection of our community's character and natural resources for decades to come, and collaborating with the Philipstown Recreation Department on the annual free Community Winter Carnival event for the last two years; and

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

WHEREAS, the completion of a comprehensive suite of communications and presentation pieces to support the Land Trust's efforts to reach local land owners, and moreover, increase awareness and understanding of the benefits of land conservation in the Hudson Highlands region to a broader audience, will further ensure Hudson Highlands Land Trusts continues its unparalleled work on behalf of the Town of Philipstown and other municipalities in the Highlands; and

NOW, THEREFORE, in consideration of the foregoing be it resolved that the governing board of the Town of Philipstown hereby does endorse the application for a grant under the New York State Conservation Partner for a project known as the Hudson Highlands Land Trust Communicating Conservation to a broader audience.