

**Town Board Monthly Meeting**  
**October 7, 2021      7:30 p.m.**  
**Philipstown Town Hall**  
**238 Main Street, Cold Spring, NY**

**7:00 PUBLIC HEARING – Proposed Local Law #1-2021 entitled “A Local Law To Opt Out of the New York State Cannabis Law (Chapter 7-A of the Consolidated Laws of the State of New York) In Regard To Retail Sales And In Regard to Establishment For On-Site Consumption”**

**7:15 PUBLIC HEARING - Proposed Local Law #2-2021 entitled “A Local Law To Add A New Section 175-18.2 entitled ‘Upland Drive and Ridge Road Development Districts’”**

**7:30 Public Hearing - Proposed Local Law #3-2021 entitled “A Local Law To Amend Town of Philipstown Town Code §112-35 And The Open Development Area General Regulations Of Chapter 112, Article VIII, In Regard To Standards For Development Of Private Roads”**

**MONTHLY TOWN BOARD MEETING**

**SALUTE TO THE FLAG**

**APPROVAL OF MINUTES**

- Monthly Town Board Meeting – September 2, 2021
- Public Hearing (Comp Plan Update, cont’d) – September 2, 2021
- Workshop – September 8, 2021
- Workshop – September 22, 2021

**COMMITTEE REPORTS**

- 1) Conservation Board      2) Recreation   3) The Philipstown Hub      4) Planning Board  
5) Zoning      6) Highway   7) Building & Land Acquisition      8) Cemetery Committee  
9) Putnam County Legislator

**AGENDA**

- 1. Resolution approving Change Order Contract H.1 HVAC CBS-01 – Louvers for Exterior Louvers on the Proposed Highway Department Headquarters in the amount of \$1,080.00.**
- 2. Resolution authorizing the release of funds for William & Laura Cumming, 71 South Mountain Pass Spur, Garrison, as recommended by the Philipstown Planning Board.**

3. Resolution approving the Inter-municipal Agreement for Shared Electrical Inspections with Putnam County, which shall continue until December 31, 2026, and authorizing the Supervisor to sign said agreement.
4. Resolution authorizing the Tax Collection System Upgrade proposal from Software Consulting Associates in the amount of \$5,800.00.
5. Resolution in Support of Ampion Renewable Energy Program.
6. Resolution approving the purchase of Two Highway Department Trucks in the amount of \$161,617.60 off Onondaga Statewide bid ONGOV-1-6-19 and authorizing Supervisor Shea to sign the lease/purchase agreement with KS State Bank.
7. Discussion regarding ongoing local food insecurity and elder care in Philipstown.
8. Neal Zuckerman to discuss the Garrison Landing Water District.
9. Schedule Workshops/Meetings.
  - Regular Monthly Meeting – October 7, 2021
  - Workshop request – Recreation Commission – October 20 or 27, 2021
  - Budget Workshops – October 13, 2021 (tentative)
  - Public Hearings – Budget – November 3, 2021
    - 7:30 – Continental Village Park District
    - 7:35 – Continental Village Water District
    - 7:45 – General
  - Budget Adoption – November 17, 2021
10. Code Enforcement Monthly Report
11. Any other business that may come before the Town Board.

**AUDIENCE**

**VACANCIES – 0**

**APPROVAL OF VOUCHERS**

General      Highway      CVPD      CVWD

**ADJOURNMENT**

## **NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that the Town Board of the Town of Philipstown will hold a public hearing on the 7<sup>th</sup> day of October, 2021, at 7:00 o'clock p.m., at Town Hall, 238 Main Street, Cold Spring, New York, on a proposed Local Law of the Year 2021 entitled: "A Local Law To Opt Out of the New York State Cannabis Law (Chapter 7-A of the Consolidated Laws of the State of New York) In Regard To Retail Sales And In Regard To Establishments For On-Site Consumption."

The purpose of this Local Law is to promote the public health, safety and welfare by opting out of the New York State cannabis legalization legislation in regard to retail sales and in regard to establishments for on-site consumption.

A copy of the proposed local law is on file in the office of the Town Clerk and available for inspection by interested persons during Town Clerk's business hours.

The Town Board will at the above date, time and place hear all persons interested in the subject matter hereof. Persons may appear in person or by agent. All written communications addressed to the Board must be received by the Board at or prior to the public hearing.

BY ORDER OF THE TOWN BOARD  
TOWN OF PHILIPSTOWN  
TARA K. PERCACCILO  
TOWN CLERK

Dated: September 22, 2021

TOWN OF PHILIPSTOWN  
LOCAL LAW NO. 1 OF THE YEAR 2021

A Local Law entitled "A Local Law To Opt Out of the New York State Cannabis Law (Chapter 7-A of the Consolidated Laws of the State of New York) In Regard To Retail Sales And In Regard To Establishments For On-Site Consumption".

Be it enacted by the Town Board of the Town of Philipstown as follows:

**Section 1. Purpose:**

The purpose of this Local Law is to promote the public health, safety and welfare by opting out of the New York State cannabis legalization legislation in regard to retail sales and in regard to establishments for on-site consumption.

**Section 2. Municipal Home Rule Law:**

This law is adopted pursuant to Municipal Home Rule Law § 10(1)(ii)(a)(1) that grants local governments the authority to enact local laws regarding the public health, safety and welfare. To the extent the provisions of this Local Law are in conflict with the State Cannabis Law, the Town Board hereby asserts its intention to supersede same pursuant to the Municipal Home Rule Law.

**Section 3. Determination To Opt-Out of State Cannabis Law:**

As is permitted by the State Cannabis Law (Chapter 7-A of the Consolidated Laws of the State of New York), the Town of Philipstown hereby opts out of the State Cannabis Law, and requests the State Cannabis Control Board to prohibit licenses for cannabis retail dispensaries and licenses for on-site consumption of cannabis within the unincorporated portion of the Town of Philipstown.

**Section 4. Referendum.**

This Local Law shall, in accordance with New York State Cannabis Law (Chapter 7-A of the Consolidated Laws of the State of New York) be subject to referendum on petition as provided in section twenty-four of the Municipal Home Rule Law.

**Section 5. Severability.**

If any clause, sentence, paragraph, word, section or part of this local law shall be judged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which judgment shall have been rendered.

**Section 6.      Effective Date.**

This Local Law shall take effect no earlier than forty-five (45) days after its adoption and subsequent filing with the Secretary of State, or upon approval of a majority of the qualified electors voting, if a petition for permissive referendum is filed pursuant to the provisions of with New York State Cannabis Law (Chapter 7-A of the Consolidated Laws of the State of New York) and section twenty-four of the Municipal Home Rule Law, and subsequent filing with the Secretary of State.

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN**, that a Public Hearing will be held by the Town Board of the Town of Philipstown on October 7, 2021 at 7:15 p.m. at the Philipstown Town Hall, 238 Main Street, Cold Spring, NY 10516. The purpose of the Public Hearing is to hear comments for/against **A PROPOSED LOCAL LAW ENTITLED “A LOCAL LAW TO ADD A NEW SECTION 175-18.2 ENTITLED ‘UPLAND DRIVE AND RIDGE ROAD DEVELOPMENT DISTRICTS’”**.

A complete copy of the Local Law is available for inspection upon request sent to [townclerk@philipstown.com](mailto:townclerk@philipstown.com) and by appointment in the Town Clerk's Office at the Philipstown Town Hall, 238 Main Street, Cold Spring, NY 10516.

Dated: September 22, 2021

### **BY ORDER OF THE TOWN BOARD**

Tara K. Percacciolo  
Town Clerk

TOWN OF PHILIPSTOWN  
LOCAL LAW NO. 2 OF THE YEAR 2021

A Local Law entitled "A Local Law To Add A New Section 175-18.2 entitled 'Upland Drive and Ridge Road Development Districts'".

Be it enacted by the Town Board of the Town of Philipstown as follows:

**Section 1. Purpose:**

The purpose of this Local Law is to promote the public health, safety and welfare by amending the Town of Philipstown Zoning Code to add a new Section 175-18.2 entitled "Upland Drive and Ridge Road Development Districts" establishing additional development standards for real property therein in light of the topographic and road access limitations on such properties.

**Section 2. Municipal Home Rule Law:**

This law is adopted pursuant to Municipal Home Rule Law § 10(1)(ii)(a)(1) that grants local governments the authority to enact local laws regarding the public health, safety and welfare. To the extent the provisions of this Local Law are in conflict with the State Cannabis Law, the Town Board hereby asserts its intention to supersede same pursuant to the Municipal Home Rule Law.

**Section 3. Amendment of the Town Code.**

I. Chapter 175 of the Town Code of the Town of Philipstown, entitled "Zoning" is hereby amended to add a new Section 175-18.2 which shall read as follows:

"§ 175-18.2 Upland Drive and Ridge Road Development Districts  
(UDDD and RRDD).

A. Findings and purpose. Large tracts of land along Upland Drive, Cliffside Court, and Ridge Road in the southeastern portion of the Town remain undeveloped for a variety of reasons, including environmental restraints such as steep slopes, lack of municipal roadways, and ownership by government entities. The recent demand for real estate for housing development as well as the County of Putnam's actions in placing a number of such properties up for public sale, has created a likelihood of substantial development of these environmentally sensitive properties. The purpose of this section is to enact additional development regulations to ensure that any development of the said lands is done in a safe and environmentally sound manner.

B. Boundaries.

- (1) The Upland Drive Development District ("UDDD") shall consist of an area beginning at the westerly point of the intersection of Winston Lane and Upland Drive, continuing then in a northeasterly direction along the northerly side of Upland Drive, encompassing all properties fronting on that side of Upland Drive or having access drives connecting to it, to the intersection with Old Albany Post Road; the UDDD boundary shall then run along the westerly side of Old Albany Post Road to the intersection with the southerly side of Upland Drive; the UDDD boundary shall then continue in a southwesterly direction along the southerly side of Upland Drive, encompassing all properties fronting on that side of Upland Drive or having access drives connecting to it, back to the intersection with Winston Lane; the UDDD boundary shall then run in a straight line back to the point of beginning.
- (2) Additionally, the UDDD shall consist of an area beginning at the southerly point of the intersection of Upland Drive and Cliffside Court, continuing then in a northerly direction along the western side of Cliffside Court, encompassing all properties fronting on that side of Cliffside Court or having access drives connecting to it, to the end of the road; the UDDD boundary shall then run in a southerly direction along the eastern side of Cliffside Court, encompassing all properties fronting on that side of Cliffside Court or having access drives connecting to it, back to the intersection with Upland Drive; the UDDD boundary shall then run in a straight line back to the point of beginning.
- (3) The Ridge Road Development District ("RRDD") shall consist of an area beginning at the westerly point of the intersection of Aqueduct Road and Ridge Road, continuing then in a northerly direction along the westerly side of Ridge Road, encompassing all properties fronting on that side of Ridge Road or having access drives connecting to it, to the end of Ridge Road at the forked intersection with Nova Street and Sky Lane; the UDDD boundary shall then run in a straight



line to the easterly side of Ridge Road and then in a southerly direction along the easterly side of Ridge Road back to the intersection with Aqueduct Road; the UDDD boundary shall then run in a straight line back to the point of beginning.

C. Regulatory effect on land uses. Within the UDDD and RDDD, all of the underlying land use district regulations remain in effect, except that:

- (1) The maximum density (conservation) shall be two (2) acres;
- (2) The minimum lot size shall be two (2) acres;
- (3) The maximum impervious surface coverage shall be 10%.
- (4) The maximum footprint (in square feet) for nonresidential structures shall be 4,000.
- (5) The steep terrain and ridgeline protection regulations of Code § 175-36 shall apply, and in addition, disturbance of slopes of 30% or greater for a purpose other than those listed in Code § 175-36B(1) shall require grant of an area variance from the Zoning Board of Appeals."

II. A new map depicting the UDDD and RDDD, entitled "Town of Philipstown Upland Drive and Ridge Road Development Districts" shall be prepared and added as an attachment to the Town Zoning Code.

#### **Section 5. Severability.**

If any clause, sentence, paragraph, word, section or part of this local law shall be judged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which judgment shall have been rendered.

#### **Section 6. Effective Date.**

This Local Law shall become effective upon filing with the Secretary of State of the State of New York subsequent to having been duly adopted by the Town Board.

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN**, that a Public Hearing will be held by the Town Board of the Town of Philipstown on October 7, 2021 at 7:30 p.m. at the Philipstown Town Hall, 238 Main Street, Cold Spring, NY 10516. The purpose of the Public Hearing is to hear comments for/against **A PROPOSED LOCAL LAW ENTITLED "A LOCAL LAW TO AMEND TOWN OF PHILIPSTOWN TOWN CODE §112-35 AND THE OPEN DEVELOPMENT AREA GENERAL REGULATIONS OF CHAPTER 112, ARTICLE VIII, IN REGARD TO STANDARDS FOR DEVELOPMENT OF PRIVATE ROADS"**.

A complete copy of the Local Law is available for inspection upon request sent to [townclerk@philipstown.com](mailto:townclerk@philipstown.com) and by appointment in the Town Clerk's Office at the Philipstown Town Hall, 238 Main Street, Cold Spring, NY 10516.

Dated: September 22, 2021

**BY ORDER OF THE TOWN BOARD**

Tara K. Percacciolo

Town Clerk

TOWN OF PHILIPSTOWN  
LOCAL LAW NO. 3 OF THE YEAR 2021

A Local Law entitled "A Local Law To Amend Town of Philipstown Town Code §112-35 And The Open Development Area General Regulations Of Chapter 112, Article VIII, In Regard To Standards For Development Of Private Roads."

Be it enacted by the Town Board of the Town of Philipstown as follows:

**Section 1. Purpose:**

The purpose of this Local Law is to promote the public health, safety and welfare by amending the Town of Philipstown Zoning Code in regard to private road development standards.

**Section 2. Municipal Home Rule Law:**

This law is adopted pursuant to Municipal Home Rule Law § 10(1)(ii)(a)(1) that grants local governments the authority to enact local laws regarding the public health, safety and welfare. To the extent the provisions of this Local Law are in conflict with State law, the Town Board hereby asserts its intention to supersede same pursuant to the Municipal Home Rule Law.

**Section 3. Amendment of the Town Code.**

I. Section 112-35, entitled "Street construction", of Town of Philipstown Town Code Chapter 112, entitled "Land Development" is hereby repealed and reenacted to provide as follows:

"§112-35. Street construction.

- A. Private ways providing access to ten (10) or more lots shall be built to the standards of the Town Road Specifications. Provided, however, that owners or developers on private ways providing access to ten (10) or more lots may apply to the Planning Board for authorization to improve the same to a lesser standard as set forth under the Open Development Area General Regulations of the Town of Philipstown if they are unable to comply with the applicable Town Road Specifications.
- B. Private ways providing access to nine (9) or fewer lots , shall be constructed as follows:
  - (1) Travelway. Private ways shall be provided with at a fourteen-foot travelway constructed with a suitable compacted gravel or crushed stone base eight inches

in depth, meeting the specifications for a foundation course set forth in the Town Road Specifications.

- (2) Drainage. The travelway shall be provided with sufficient drainage to protect the stability of the travelway and to prevent water from crossing the travelway surface.
- (3) The travelway shall have suitable grades and alignment to provide safe and convenient access to cars, fire apparatus and emergency vehicles, as well as for clearing of snow and ice.

Provided, however, if compliance with the said standards in regard to width of the travelway is not possible, the travelway may be improved to a lesser standard under the Open Development Area General Regulations of the Town of Philipstown if authorized by the Planning Board.

- C. Road maintenance agreement. All private ways shall have a legally established private road maintenance agreement as provided in Town Code §112-64(J)(4)."

II. Section 112-54, entitled "Travelways", of Town of Philipstown Town Code Chapter 112, Article VIII, entitled "Open Development Area General Regulations" is hereby repealed and reenacted to provide as follows:

"§112-54 Travelways.

A private right-of-way or easement that is not required to meet Town road standards, either under Code §112-35 or by Open Development Area approval from the Planning Board, shall be improved with a travelway meeting the minimum standards for private ways as specified in the Land Subdivision Regulations. (See Summary of standards in "§112-64). The travelway shall have suitable grades and alignment to provide safe and convenient access to cars, fire apparatus and emergency vehicles, as well as for clearing of snow and ice."

III. Subsection (B)(5) of Code Section 112-56 is repealed.

IV. Section 112-57, entitled "Action by Planning Board", of Town of Philipstown Town Code Chapter 112, Article VIII, entitled "Open Development Area General Regulations" is hereby repealed and reenacted to provide as follows:

"§112-57      Action by Planning Board.

- A.      Upon receipt of the application referred by the Building Inspector, the Planning Board shall process the application using the procedure prescribed for major project site plan approval as set forth in Code §175-66.
- B.      In regard to applications for approval of private ways providing access to ten (10) or more lots, the Planning Board shall approve such application only if the applicant demonstrates that it is unable to comply with the applicable Town Road Specifications due to physical limitations on development or other circumstances beyond its control. If such a showing is made, and the travelway meets the summary of standards for private rights-of-way and easement layouts set forth in Code §112-64, the Planning Board shall grant the application, and in doing so may attach reasonable conditions. Further, the Planning Board may waive the development standards set forth in Code §112-64 in the event that applicant demonstrates that compliance with the said standards is not possible, but only if the Planning Board is satisfied, in its discretion, that notwithstanding the waiver the travelway shall still have suitable grades and alignment considering the volume of traffic anticipated and shall provide safe and convenient access to cars, fire apparatus and emergency vehicles, as well as for clearing of snow and ice.
- C.      In regard to applications for approval of private ways providing access to nine (9) or fewer lots, the Planning Board shall approve such application if the travelway meets the summary of standards for private rights-of-way and easement layouts set forth in Code §112-64, provided that the Planning Board may waive compliance with the said standards if it is satisfied, in its discretion, that notwithstanding the waiver the travelway shall still have suitable grades and alignment considering the volume of traffic anticipated and shall provide safe and convenient access to cars, fire apparatus and emergency vehicles, as well as for clearing of snow and ice. The Planning Board may impose reasonable conditions on such approval."

V.      Section 112-58, entitled "Return of application", of Town of Philipstown Town Code Chapter 112, Article VIII, entitled "Open Development Area General Regulations" is hereby repealed and reenacted to provide as follows:

"§112-58      Return of application.

Upon rendering a determination on an application for an Open Development Area approval, the Planning Board shall file the same with the Building Inspector and provide a copy to the applicant by mail."

VI.      Section 112-60, entitled "Exceptions for existing right-of-way", of Town of Philipstown Town Code Chapter 112, Article VIII, entitled "Open Development Area General Regulations" is hereby repealed and shall be left blank for possible future use.

VII.     Section 112-62, entitled "Appeals", of Town of Philipstown Town Code Chapter 112, Article VIII, entitled "Open Development Area General Regulations" is hereby repealed and reenacted to provide as follows:

"§112-62      Judicial Review.

Any person aggrieved by the action of the Planning Board upon an application for an Open Development Area approval may apply to the Supreme Court of the State of New York for appropriate relief within thirty (30) days after the Planning Board's decision has been filed with the Building Inspector.

VIII.    Subsection "H" of Section 112-64, entitled "Summary of standards for private rights-of-way and easements layouts" of Town of Philipstown Town Code Chapter 112, Article IX, entitled "Summary of Standards" is hereby repealed and shall be left blank for possible future use.

#### **Section 4.    Severability.**

If any clause, sentence, paragraph, word, section or part of this local law shall be judged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which judgment shall have been rendered.

#### **Section 5.    Effective Date.**

This Local Law shall become effective upon filing with the Secretary of State of the State of New York subsequent to having been duly adopted by the Town Board.

The Town Board held their Monthly Meeting on the above date at 7:30 p.m., at the Town Hall, 238 Main Street, Cold Spring, NY.

<b>PRESENT:</b>	Richard Shea	Supervisor
	Robert Flaherty	Councilman
	John Van Tassel	Councilman
	Judith Farrell	Councilwoman
	Jason Angell	Councilman

**ABSENT:**

Supervisor Shea opened the meeting with the Salute to the Flag.

**APPROVAL OF MINUTES**

Minutes of the Monthly Town Board meeting of August 5, 2021.

Councilman Van Tassel made a motion, seconded by Councilman Flaherty, that the Minutes of the Monthly Town Board meeting are hereby approved as presented.

Minutes of the Public Hearing – Comprehensive Plan Update of August 5, 2021.

Councilman Flaherty made a motion, seconded by Councilwoman Farrell, that the Minutes of the Public Hearing – Comprehensive Plan Update are hereby approved as presented.

Minutes of the Workshop Meeting of August 11, 2021.

Councilwoman Farrell made a motion, seconded by Councilman Van Tassel, that the Minutes of the Workshop Meeting are hereby approved as presented.

**COMMITTEE REPORTS**

**CONSERVATION BOARD** – Councilman Angell reported the Conservation Board did not hold an August meeting.

**RECREATION** – Councilwoman Farrell reported that the commission did not meet in August. She reported that the Castle to River Run is coming up in October so keep an eye out for more information on that. The next meeting will be held September 28.

**PHILIPSTOWN HUB** – Councilwoman Farrell reported the hub held a ceremony at the river on August 31<sup>st</sup> which is International Overdose Awareness Day. She reported that there will be a Family Fun Run on September 4<sup>th</sup> to kickoff Philipstown Community Day.

**PLANNING BOARD** - Councilman Flaherty reported that the Planning Board did not meet in August.

The next meeting is scheduled for September 16<sup>th</sup>.

**ZONING BOARD** – Councilman Van Tassel reported the ZBA did not meet in August.

The next meeting of the Zoning Board is scheduled for September 13, 2021 at the Town Hall.

**HIGHWAY** – Councilman Van Tassel read the report submitted by Carl Frisenda, Highway Superintendent which is on file in the Town Clerks Office.

**BUILDING & LAND ACQUISITION** – Supervisor Shea reported that work continues on the New Highway Garage. Councilman Van Tassel reported there is a bit of a delay with the shop drawings but the project is still on schedule. Councilman Van Tassel also reported that the remediation pertaining to the HazMat cleanup is complete.

**CEMETERY COMMITTEE** – Councilman Angell reported that he met with Taggart Lake and toured some of the grounds. He stated they also discussed some work he was seeking to do but after consulting with Susan Kenney it appears that the Cemetery budget for this year has been exhausted and the work will have to wait until next year.

**PC LEGISLATOR** – Legislator Montgomery reported that early voting will begin on October 23 and this year there will be a site on this side of the county located at the North Highlands Firehouse.

Legislator Montgomery stated September is National Preparedness month and reported there is an EMT training that the county is offering January 4 through June 17; it's free if you join your local ambulance corps.

Legislator Montgomery reported that Putnam County Department of Health has scheduled a third dose Moderna COVID 19 vaccine clinic for people who are moderately to severely immunocompromised. That is scheduled for September 8th at the Philips<sup>town</sup> Recreation Center. Registration is required through their website.

Legislator Montgomery stated the last available report she got from PCDOH was on August 3<sup>rd</sup> where we climbed from moderate to substantial infection rate. She stated we are at a 4.2% positivity rate. She stated our vaccination rate is good but we want to make it better. She encouraged everyone to get vaccinated.

Councilman Flaherty questioned if the early voting was available to everyone in Philipstown. Legislator Montgomery stated that anybody in Putnam County can vote early there.

Legislator Montgomery stated is was grateful for the communication with Central Hudson this time around with the storm; they've really been opening up with their communication and things are getting better.



**TOWN OF PHILIPSTOWN  
MONTHLY REPORT OF TOWN SUPERVISOR  
MONIES RECEIVED AS OF JUNE 3, 2021**

**GENERAL & PART-TOWN FUNDS**

PC Mortgage Tax	391,527.16
Expressway Metal	248.40
Expressway Metal	201.60
Justice Fees 5/21	3,915.00
Justice Fees 5/21	4,537.00

**HIGHWAY**

PC Gas	311.24
PC Gas	1,920.85
Haldane School Sand	552.24
Village of Nelsonville Salt	290.65

**CONTINENTAL VILLAGE WATER DISTRICT**

**CONTINENTAL VILLAGE PARK DISTRICT**

Town of Cortlandt Taxes	51,095.00
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## AGENDA

**1. Resolution authorizing the installation of a Dual Port Electronic Vehicle Charging Station at the Philipstown Town Hall, 238 Main Street, Cold Spring, NY in the total amount of \$21,111.00.**

Supervisor Shea stated this is something the town has looked at for years.

Climate Smart Coordinator Krystal Ford explained that NYSERDA is offering a \$4000 rebate, per charging port therefore the town should be entitled to an \$8000 rebate. She stated that Central Hudson will cover 90% of the installation cost as well.

Councilman Van Tassel stated that the town & Village of Cold Spring have both spent time on finding the best location and the consensus is that this location will offer better access. He thanked the village for their help in this process.

**RESOLUTION # -2021**

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

**RESOLVED**, that the Town Board of the Town of Philipstown hereby authorizes the installation of a Dual Port Electric Vehicle Charging Station at the Philipstown Town Hall, 238 Main Street, Cold Spring, NY in the total amount of \$21,111.00.

**2. Resolution authorizing the hire of Dennis Mazzuca as Recreation Leader at a salary of \$40,000. (Roll Call Vote)**

Supervisor Shea thanked Mr. Mazzuca for the work he has done and continues to do with the Recreation Center.

**RESOLUTION # -2021**

The following Resolution was presented by Councilwoman Farrell, seconded by Councilman Flaherty and unanimously carried;

**RESOLVED**, that the Town Board of the Town of Philipstown hereby authorizes the Philipstown Recreation Department to hire Dennis Mazzuca as Recreation Leader at a salary of \$40,000.00.

Judith Farrell, Councilwoman, voting \_\_\_\_\_ AYE \_\_\_\_\_  
John VanTassel, Councilman, voting \_\_\_\_\_ AYE \_\_\_\_\_  
Robert Flaherty, Councilman, voting \_\_\_\_\_ AYE \_\_\_\_\_  
Jason Angell, Councilman, voting \_\_\_\_\_ AYE \_\_\_\_\_  
Richard Shea, Supervisor, voting \_\_\_\_\_ AYE \_\_\_\_\_

**3. Resolution introducing proposed Local Law #1-2021 entitled “A Local Law To Opt Out of the New York State Cannabis Law (Chapter 7-A of the Consolidated Laws of the State of New York) In Regard To Retail Sales And In Regard to Establishment For On-Site Consumption” and setting a public hearing for such. (ROLL CALL VOTE)**

Steve Gaba explained that New York State has adopted legislation legalizing cannabis in the state of New York. There are requirements in terms of sales and on-site consumption. The law provides that in regard to retail sales, which would require a permit from the state as well, local municipalities can opt out; they can adopt a local law which would state that the retail sale of cannabis would be illegal because the state will not issue a license within their municipal boundaries. He stated the same thing is true in terms of on-site consumption; it would prevent the state from issuing licenses for such establishments and it would be illegal to operate them within the town. Mr. Gaba explained that the local law is subject to permissive referendum which means that after the public hearing is held, if the town board decides to adopt the local law, there would be a 30-day period during which, if a petition for a referendum is filed with the Town Clerk, the matter would be subject to a vote in the next general election.

Councilman Angell stated this is all moving very quickly and that his understanding is that if a local community doesn't opt out by December 31<sup>st</sup> then retail sites and consumption sites would permanently be allowed. Steve Gaba stated that is correct; the way the law is written, if a municipality does not adopt local law opting out by the end of this year, the ability to opt out is waived and from then on licenses could be issued for sites within the municipality for retail sales and on-site consumption. Councilman Angell stated that then part of the rationale of opting out is to then have some sort of local control over how and where to allow it in the future, if at all. He questioned if a community didn't opt out if Zoning could be used in the future to control where these establishments could be located. Mr. Gaba explained that is a possibility and went on to explain that the issue he sees here is that the town is in the process of updating its Comprehensive Plan and he fully expects that there will be a number of zoning changes and perhaps other code changes to implement the terms of it and tweak things. If the town doesn't opt out, then the license can be issued before any of those changes are made. Simply put, by opting out the town buys itself more time; it can always opt back in.

**RESOLUTION # -2021**

WHEREAS, the Town Board of the Town of Philipstown has before it a local law entitled: A Local Law To Opt Out of the New York State Cannabis Law (Chapter 7-A of the Consolidated Laws of the State of New York) In Regard To Retail Sales And In Regard To Establishments For On-Site Consumption, and

WHEREAS, in order to take action on the said local law, it is necessary to schedule a public hearing,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the movant of this resolution does hereby introduce the above proposed local law, and
2. That a public hearing on the proposed local law is set for October 7<sup>th</sup> 2021 at 7:00 o'clock p.m. and that due notice of the same is directed to be given by publication and posting.

Councilman Van Tassel presented the foregoing resolution which was seconded by Councilwoman Farrell,

The vote on the foregoing resolution was as follows:

Judith Farrell, Councilwoman, voting \_\_\_\_\_ AYE \_\_\_\_\_  
John VanTassel, Councilman, voting \_\_\_\_\_ AYE \_\_\_\_\_  
Robert Flaherty, Councilman, voting \_\_\_\_\_ AYE \_\_\_\_\_  
Jason Angell, Councilman, voting \_\_\_\_\_ AYE \_\_\_\_\_  
Richard Shea, Supervisor, voting \_\_\_\_\_ AYE \_\_\_\_\_

**4. Resolution introducing proposed Local Law #2-2021 entitled "A Local Law To Add A New Section 175-18.2 entitled 'Upland Drive and Ridge Road Development Districts'" and setting a public hearing for such. (ROLL CALL VOTE)**

Supervisor Shea stated this is something that has been in the works for a year now and the goal is to manage our roads. This specifically has to do with some roads in Continental Village and the management of that area. The residents have expressed concern as there are a number of lots in the area that have not yet been developed. The Supervisor stated these roads are tricky at best; they are in bad condition. He stated the Town Board's goal is to manage the process better and if someone comes in and wants to develop some of these lots, there are certain parameters under which this can be done. Supervisor Shea made clear that they are not removing anybody's right to develop a lot. He suggested anyone buying property do their due diligence before purchasing. Supervisor Shea stated this will be helpful for both the existing residents and prospective buyers and developers.

Steve Gaba stated there has been a moratorium for over a year and the reason for that is the concern over potential development of lots on Upland Drive, Cliffside Court and Ridge Road. A number of those properties were previously owned by the County and have been put up for sale as a result of being taken for tax purposes. A lot has been done with the Town Engineer and the Highway Department and there are 2 major issues that have been identified. The first is that most of these properties are environmentally sensitive; there's a lot of steep slopes and accessibility issues. There are issues about community development as to how these properties could be developed and still maintain the community character that exists there.

Mr. Gaba explained that the first law addresses the issue of environmental sensitivity of trying to develop these lots in a way that makes sense under the town code. The other law, next on the agenda regarding open development areas and private road standards, addresses the issue of all of these properties along these roads being on really subpar, in terms of town roads standards, private roads. But, as far as this one goes, there are steps taken to amend the code to make any development of them protective of the environment and more compliant with the development of the community in that area and what's envisioned under the town code.

Mr. Gaba explained, what this first local law does is creates 2 development districts; one that's called the Upland Drive Development District which encompasses both Upland Drive and Ridge Road and Cliffside Court and another one called the Ridge Road Development District which

just encompasses the Ridge Road Properties and within those 2 development districts is where these additional land use development requirements will be imposed.

**RESOLUTION # -2021**

WHEREAS, the Town Board of the Town of Philipstown has a local law before it entitled: A Local Law To Add A New Section 175-18.2 entitled "Upland Drive and Ridge Road Development Districts", and

WHEREAS, in order to take action on the said local law, it is necessary to schedule a public hearing and to make specific referrals,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the movant of this resolution does hereby introduce the above proposed local law, and
2. That the proposed local law shall be forwarded to the Planning Board of the Town of Philipstown and the Putnam County Department of Planning for review and report, and
3. That a public hearing on the proposed local law is set for October 7, 2021 at 7:15 o'clock p.m. and that due notice of the same is directed to be given by publication and posting.
- 4.

Councilman Angell presented the foregoing resolution which was seconded by Councilwoman Farrell,

The vote on the foregoing resolution was as follows:

Judith Farrell, Councilwoman, voting	_____ AYE _____
John VanTassel, Councilman, voting	_____ AYE _____
Robert Flaherty, Councilman, voting	_____ AYE _____
Jason Angell, Councilman, voting	_____ AYE _____
Richard Shea, Supervisor, voting	_____ AYE _____

**5. Resolution introducing proposed Local Law #3-2021 entitled "A Local Law To Amend Town of Philipstown Town Code §112-35 And The Open Development Area General Regulations Of Chapter 112, Article VIII, In Regard To Standards For Development Of Private Roads" and setting a public hearing for such. (ROLL CALL VOTE)**

Steve Gaba explained that the way that the private road regulations are written right now, there is a substantially lesser standard than is required for town roads in terms of building requirements and if a developer on a private road wants to put an additional house on they can come in and apply to the building department. If they don't meet even those substantially lesser standards, the road doesn't, that is, they can go to the Planning Board for a Special Permit under which all they have to show is that the road can provide safe and convenient access for emergency vehicles and they get their building permit. He explained that this does away with that lesser standard. What the proposed local law will do is say that private roads which provide access for 10 or more lots must meet town road standards. If they cannot meet town road standards then they can apply to the Planning Board for a waiver of the particular requirement that they can't meet but aside from

that they have to be built to town road standards. If it is a private road that provides access to 9 or less lots then they would continue to be to the current standard under the code.

Councilman Van Tassel clarified that this is only when an additional home is proposed on one of these roads, that is when the road will have to come up to the standard. Mr. Gaba explained that the trigger for this is not the existence of the road, it is applying for a building permit on the road.

#### **RESOLUTION # - 2021**

WHEREAS, the Town Board of the Town of Philipstown has a local law before it entitled: A Local Law To Amend Town of Philipstown Town Code §112-35 And The Open Development Area General Regulations Of Chapter 112, Article VIII, In Regard To Standards For Development Of Private Roads.", and

WHEREAS, in order to take action on the said local law, it is necessary to schedule a public hearing and to make specific referrals,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the movant of this resolution does hereby introduce the above proposed local law, and
2. That the proposed local law shall be forwarded to the Planning Board of the Town of Philipstown and the Putnam County Department of Planning for review and report, and
3. That a public hearing on the proposed local law is set for October 7, 2021 at 7:30 o'clock p.m. and that due notice of the same is directed to be given by publication and posting.

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

The vote on the foregoing resolution was as follows:

Judith Farrell, Councilwoman, voting \_\_\_\_\_ AYE \_\_\_\_\_  
John VanTassel, Councilman, voting \_\_\_\_\_ AYE \_\_\_\_\_  
Robert Flaherty, Councilman, voting \_\_\_\_\_ AYE \_\_\_\_\_  
Jason Angell, Councilman, voting \_\_\_\_\_ AYE \_\_\_\_\_  
Richard Shea, Supervisor, voting \_\_\_\_\_ AYE \_\_\_\_\_

- 6. Resolution approving the quote from EIPS for Additional cameras for Viewing Outside Front Entry and Inside Lobby Viewing Front Door Entry at the Philipstown Town Hall at 238 Main Street, Cold Spring at a cost of \$1,265.00.**

#### **RESOLUTION # -2021**

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

**RESOLVED**, that the Town Board of the Town of Philipstown hereby approves the quote from EIPS for Additional cameras for viewing outside front entry and inside lobby viewing front door entry at the Philipstown Town Hall at 238 Main Street, Cold Spring at a cost of \$1265.00.

**7. Discussion regarding American Rescue Plan funds.**

Supervisor Shea stated this discussion is a little premature. The town did receive our first check from the Federal Government for around \$350,000.00. He stated we will have no problem spending that money especially in terms of water systems; we would also like to use some of it towards our website update. He explained there are a lot of restrictions on how this money can be used.

**8. Jeff Domanski, Joule representative, to give a brief presentation regarding the CCA program.**

Jeff Domanski, Executive Director of Hudson Valley Energy which is one of the partners in the Hudson Valley Community Power Program which Philipstown has been a part of since 2019. He stated the discussion tonight will be regarding the electricity supply program and distributed a diagram for board members to follow. He explained this program is about the town providing to community members the opportunity for a fixed rate for electricity supply that is 100% renewable from New York State sources at a very competitive rate. He stated the chart he supplied shows that the 'story is good' in terms of electricity rates. He went through each line and explained what they meant.

Mr. Domanski stated there was a youtube presentation back in January of 2021 in which they walked through the details of the rate's and the program's performance to date. That presentation was recorded and can be found on the Hudson Valley Energy youtube page.

Mr. Domanski stated he is aware there was some confusion regarding the opt-out letters and then the letters received from Central Hudson. He noted there were different versions of the Central Hudson letter which added to the confusion; there was also no reference to rates or inclusion of the helpline number. He clarified that one can opt in or out of the program at any time. The helpline that residents should call is 845-859-9099.

**9. Claudio Marzollo to discuss possibility of paving Lane Gate Road.**

Claudio Marzollo thanked the board for giving him the chance to address the board. He stated this is an appropriate time to be bringing this up as it is budget season and also because of the recent storms that we've been having. He stated that last week Carl Frisenda and the Highway crew were out fixing Lane Gate Road after the storm that came through 2 weeks ago and last night all the work they did was not only wiped out but considerably worse because it was a heavier rainfall. This needs to be looked at. He stated about 25 years ago there was talk of paving Lane Gate Road and he was president of the Road Association at that time and he was in front of the board then urging them NOT to do it, but he states that with age comes wisdom and he has done a 180. He is now coming to the board and begging for the road to be paved. Mr. Marzollo stated the reality is that we are ruining our streams. He sees the Highway crew pushing lots of item 4 and packing down the roads and fixing the sides of the road. Then it rains hard and it all flows into our streams and gunks them up and it's a mess. He stated that he paved his driveway about 5-6 years ago because he got tired of pushing the gravel around; it's much more pleasant. He implored the board to take another look at the possibility of paving this road.

Lane Gate residents Chris Schmaltz (sp?) & Larry Weisler both stated their support for the road being paved as well.

Supervisor Shea stated that Mr. Marzollo is correct, it is budget season and they will be considering how and what road improvements they are going to undertake so it is timely. He stated they will take a look at it and take their comments into consideration.

Betsy Calhoun stated that dirt roads are less expensive than paved roads. She stated the problem is drainage and control of water. She suggested using large stone at the sides of the road to prevent the material from washing way.

#### **10. Schedule Workshops/Meetings.**

- **Regular Monthly Meeting – October 7, 2021**
- **Public Hearing – LL#1-2021 – October 7, 2021 – 7:00 pm**
- **Public Hearing – LL#2-2021 – October 7, 2021 – 7:15 pm**
- **Public Hearing – LL#3-2021 – October 7, 2021 – 7:30 pm**
- **Workshop Scheduled– September 8, 2021 – Brookside neighbors**
- **Workshop Request– September 22, 2021 – Climate Smart – Lawncare best practices, food waste, community solar program – 7:30 pm**
- **Workshop Request – September 22, 2021 – Climate Smart – NY Stretch Code – 7:30 pm**

#### **11. Code Enforcement Monthly Report**

The Town Clerk read the report, which is on file in the Town Clerks office.

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

Supervisor Shea stated they had a conference call this week with Stephen Gaba to discuss the Local Law's that were introduced tonight but to also talk about the potential for making the Trails Committee a formal town committee. It's a great initiative and ties into complete streets. It just makes sense and would hopefully get a lot more people involved.

Councilwoman Farrell asked that they discuss the Outreach Worker that Putnam County has asked the town to fund. She stated we received a letter from the Commissioner of Senior Services, Michael Cunningham, and it's interesting because the Recreation Commission just hired a civil service candidate, Dennis Mazzuca, and there was an interview committee and Philipstown was included. However now, when the county wants to hire an outreach worker and wants Philipstown to pay half the salary, they don't want to include Philipstown on the interview committee. She stated she does not believe we should fund something if we have no say. Supervisor Shea suggested the possibility of going our own way. He stated we should insist we have a seat at that table. Supervisor Shea stated he would reach out and insist on the towns participation in the process or pulling our funds for the position. Councilman Van Tassel questioned what the repercussions might be if we pull half the salary. Supervisor Shea stated we



have plenty of seniors who are very active who he believes could raise the rest of the money on their own.

## **AUDIENCE**

Anita Prentice stated she is the president of the Desmond Fish Public Library and thanked the board for their ongoing support. She stated they are using community solar to supply all of their electric needs. Most importantly she stated she was there to introduce their new director Deirdre (Dede) Farabaugh. Ms. Farabaugh stated she recently came from Putnam Valley library where she was director and is excited to now work in the town in which she lives.

Nelsonville Trustee Chris Winward stated that, in relation to ARPA funds, the Village of Nelsonville is waiting to hear the lead that Philipstown takes to be able to best present a strategy on the most local level and appreciates the board keeping those lines of communication open. She stated she also appreciates the opt-out of cannabis sales in the town. She stated Nelsonville is also considering opting out.

## **VACANCIES**

There are currently no vacancies.

## **APPROVAL OF VOUCHERS**

Councilman Flaherty made a motion, seconded by Councilman Van Tassel and unanimously carried that the General Vouchers in the amount of \$\_\_\_\_\_ are hereby approved as set forth in Abstract \_\_\_\_ & \_\_\_\_.

Councilwoman Farrell made a motion, seconded by Councilman Angell and unanimously carried that the Highway Vouchers in the amount of \$\_\_\_\_\_ are hereby approved as set forth in Abstract \_\_\_\_ & \_\_\_\_.

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

Councilwoman Farrell made a motion, seconded by Councilman Van Tassel and unanimously carried that the CVWD Vouchers in the amount of \$\_\_\_\_\_ are hereby approved as set forth in Abstract \_\_\_\_ & \_\_\_\_.

## **ADJOURNMENT**

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilman Flaherty, to close the monthly meeting at 9:11 p.m.

Respectfully submitted by,

Tara K. Percacciolo  
Town Clerk

The Philipstown Town Board held a continuation of a Public Hearing on the above date at 7:30 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York 10516. The purpose of the Hearing was to hear comments for or against:

**The Draft Update of the Philipstown Comprehensive Plan**

<b>PRESENT:</b>	John Van Tassel	Councilman
	Robert Flaherty	Councilman
	Judy Farrell	Councilwoman
	Jason Angell	Councilman
	Richard Shea	Supervisor

Supervisor Shea opened the meeting and turned the floor over to Nat Prentice for comment.

Nat Prentice stated that a number of people commented. They have made note of everything mentioned and will continue to take note of anything mentioned this evening. He stated that once the Public Hearing is closed they will move towards the next stage. He mentioned there are a number of things that need to be done to make this a final document. Mr. Prentice stated the best thing about this plan is it is really meant to be a living document. So, if something gets missed or something new comes up, this is a document that can be looked at all the time. His hope is that annually the Town Board will take a look and decide what few things that we want to focus on in the upcoming year.

As there were no further comments, Stephen Gaba suggested closing the Public Hearing. When and if appropriate changes are made and they are ready to present their final version of it, another public hearing can be held and then the Town Board can take action.

**ABSENT:**

There were no further comments from the audience. Councilwoman Farrell made a motion, seconded by Councilman Flaherty, to close the Public Hearing at 7:36 pm.

Respectfully submitted by,

Tara K. Percacciolo  
Town Clerk

The Town Board of the Town of Philipstown held a Workshop Meeting on the above date at 7:36 p.m. at the Philipstown Town Hall, 238 Main Street, Cold Spring, New York.

**PRESENT:**

Richard Shea	Supervisor
Robert Flaherty	Councilman
John Van Tassel	Councilman
Judy Farrell	Councilwoman

**ABSENT:**

Jason Angell	Councilman
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**AGENDA**

- 1. Resolution authorizing the use of an ‘Approval Form’ for the Zoning Board of Appeals at their scheduled meetings in order to help expedite the Building Permit Application process once an appeal has been approved.**

**RESOLUTION # -2021**

The following Resolution was presented by Councilman Flaherty, seconded by Councilwoman Farrell and unanimously carried;

**RESOLVED**, that the Town Board of the Town of Philipstown hereby authorizes the use of an ‘Approval Form’ for the Zoning Board of Appeals at their scheduled meetings in order to help expedite the Building Permit Application process once an appeal has been approved.

Town Clerk Percacciolo was excused from the meeting at 7:40 p.m.

Respectfully submitted by,

Tara K. Percacciolo  
Town Clerk

The Town Board of the Town of Philipstown held a Workshop Meeting on the above date at 7:30 p.m. at the Philipstown Town Hall, 238 Main Street, Cold Spring, New York.

**PRESENT:**

Richard Shea	Supervisor
Robert Flaherty	Councilman
John Van Tassel	Councilman
Judy Farrell	Councilwoman
Jason Angell	Councilman

**ABSENT:**

**AGENDA**

**1. Resolution authorizing the purchase of a Buffalo Turbine Blower – STD Hydraulic Unit in the amount of \$6500.00 for the Highway Department.**

Supervisor clarified that this is for a machine and not a backpack blower.

**RESOLUTION # -2021**

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

**RESOLVED**, that the Town Board hereby authorizes the purchase of a Buffalo Turbine Blower – STD Hydraulic Unit in the amount of \$6500.00 for the Highway Department.

Town Clerk Percacciolo was excused from the meeting at 7:36 p.m.

Respectfully submitted by,

Tara K. Percacciolo  
Town Clerk

## **MEMORANDUM**

October 7, 2021

**TO:** Philipstown Town Board Members

**FROM:** Carl Frisenda

**SUBJECT:** Work performed by the Philipstown Highway Department for the month of September

- Tropical Storm Ida came with torrential rainfall. Major damages include undermining sections of the following roads: East Mountain North, East Mountain South, and Trout Brook Rd. Trees were down on Horton Rd., Indian Brook Rd., and Beale Rd. The overall response time of the Highway Department was quick and roadways were passable for the Labor Day weekend. We are in contact with FEMA and are working on providing information in order to get funding for repairs.
- Crews have been re-grading dirt roads which had finally been finished prior to Storm Ida.
- Progress on the new Highway Garage has been slow if not halted temporarily. Work is expected to restart again early October and we are hoping footing work will be completed soon.
- American Petroleum is near finishing the installation of the new fueling system.
- A new Grapple Bucket was purchased for the skid steers, and paid for out of the new equipment line of the 2021 budget.
- As school is now in session once again, we would like to remind all motorists to **PLEASE SLOW DOWN**. The safety of everyone depends on it.
- The Highway Department received approximately 40 phone calls/emails regarding road complaints and issues for the month of September.
- The Highway Department spent approximately \$11,800.00 in vehicle maintenance and repairs in September.

**Above monthly account submitted by:  
Carl Frisenda, Highway Superintendent**

**RESOLUTION #    -2021**

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

**RESOLVED**, that the Town Board hereby approves the following one (1) proposed change orders for the New Highway Department Headquarters in the total amount of \$1,080.00:

- **Exterior Louvers – HC-CO-01 – CB Strain - \$1080.00**



HIGHLANDS ARCHITECTURE pllc

3212 ROUTE 9  
COLD SPRING, NY 10516  
(845) 809-5976 office  
highlandsarchitecture.com

**Project:** New Town of Philipstown Highway Department Headquarters  
50 Fishkill Road  
Nelsonville, NY 10516

**Re:** Change Order for Exterior Louvers on Proposed Highway Department Headquarters

**Date:** 4 October 2021

**Attached:** Change Order HC-CO-01

Dear Members of the Town Board,

Attached please find and review Change Order CBS-01 Louvers. This change order was provided by C.B. Strain at our request. The amount of the change order will cover the cost of obtaining louvers that will coordinate with the building's exterior color rather than mill finish (i.e. shiny) aluminum which was included in the Bid Documents. This change order includes upgrading the finish of six louvers, two of which are prominent on the front of the building.

We recommend accepting Change Order HC-CO-01, prepared by C.B. Strain, dated September 16, 2021, for the additional cost of one thousand eighty dollars (\$1,080.00).

Please contact our office should you require any additional information or clarification pertaining to this change order.

Thank you.

Best regards,

Eva Nardone  
Highlands Architecture, pllc



# **AIA® Document G731™ – 2019**

## **Change Order, Construction Manager as Adviser Edition**

<b>PROJECT: (name and address):</b> Philipstown Highway Dept HQ 50 Fishkill Rd., Nelsonville  <b>OWNER: (name and address):</b> Town of Philipstown 238 Main Street Cold Spring, NY 10516  <b>CONTRACTOR: (name and address):</b> C.B. Strain-Div of Dynamic Sys 417 Manchester Road Poughkeepsie, NY 12603	<b>CONTRACT INFORMATION:</b> Contract For: HVAC WORK #H.1 Date: 7-9-2021  <b>ARCHITECT: (name and address):</b> Highlands Architecture pllc 3212 Route 9- Second Floor Cold Spring, NY 10516	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: HC-CO-01 Date: 9-16-2021  <b>CONSTRUCTION MANAGER: (name and address):</b> The Palombo Group 22 Noxon Street Poughkeepsie, NY 12601
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### **THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

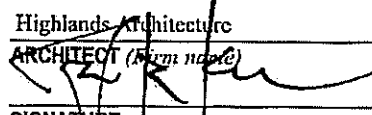
Upcharge for standard finish in lieu of mill finish for 6 louvers.

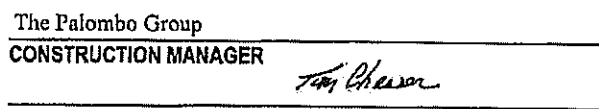
The original Contract Sum was	\$ 249,800 .00
Net change by previously authorized Change Orders	\$ 0 .00
The Contract Sum prior to this Change Order was	\$ 249,800 .00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,080 .00
The new (Contract Sum) (Guaranteed Maxi, including this Change Order, will be	\$ 259,880 .00

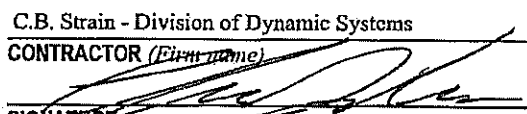
The Contract Time will be unchanged by ( 0 ) days.  
 The Contractor's Work shall be substantially complete on


**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Highlands Architecture  
**ARCHITECT (Firm name)**  
  
**SIGNATURE**  
 Justin R. Kacur, Architect  
**PRINTED NAME AND TITLE**  
 9-30-2021  
**DATE:**

The Palombo Group  
**CONSTRUCTION MANAGER**  
  
**SIGNATURE**  
 Tom Chesser / Project Manager  
**PRINTED NAME AND TITLE**  
 9/30/2021  
**DATE:**

C.B. Strain - Division of Dynamic Systems  
**CONTRACTOR (Firm name)**  
  
**SIGNATURE**  
 Charles DeMarco, HC - Super  
**PRINTED NAME AND TITLE**  
 Charles DeMarco  
**DATE:** 10-1-2021

Town of Philipstown  
**OWNER (Firm name)**  
  
**SIGNATURE**  
 Richard Shea, Town of Philipstown - Town Supervisor  
**PRINTED NAME AND TITLE**  
**DATE:**



September 16, 2021

The Palombo Group  
22 Noxon Street  
POB 4976  
Poughkeepsie, NY 12601  
Attn: Denise O'Dell

RE: Philipstown Highway Headquarters Contract H.1 - HVAC - CBS-01 - Louvers

CB Strain, A Division of Dynamic Systems is pleased to provide you with this proposal for the HVAC work for providing the six louvers with standard powder coat finish.

Our HVAC price for this additional work is **\$1,080.00**.

This price includes providing the six louvers with standard powder coat finish in lieu of specified mill finish. This is based on a choice of one color from Nailor's standard color chart. The color chart is attached.

Please issue a change order/allowance disbursement for this work as soon as possible so we can proceed with work.

Thank you.

CB Strain, A Division of Dynamic Systems

Eric Schmauch

Eric Schmauch  
Sr. Project Estimator



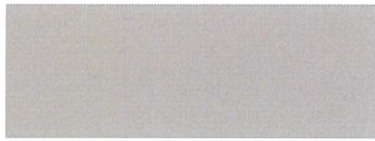
Slate Blue **LF01**



Medium Bronze **LF02**



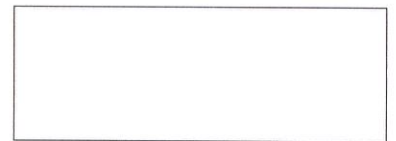
Sandstone **LF03**



Light Gray **LF04**



Charcoal **LF05**



Bone White **LF06**



Western Tan **LF07**



Architectural Bronze **LF08**



Regal Blue **LF09**



Forest Green **LF10**



Surrey Beige **LF11**



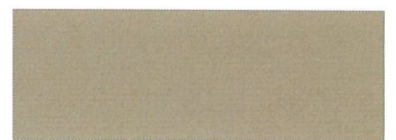
Royal Brown **LF12**



Barn Red **LF13**



Burgundy **LF14**



Clay **LF15**



Almond **LF16**



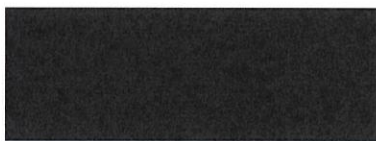
Coastal White **LF17**



Vista Green **LF18**



Black **LF19**



Gloss Black **LF20**



Campus Green **LF21**

Nailor offers 21 standard paint colors selected for architectural exterior use which meet or exceed AAMA specifications and performance requirements for color retention, chalk resistance, gloss retention, erosion, corrosion and chemical resistance as well as dry film thickness and hardness. Our state-of-the-art powder coat system provides an environment friendly finishing solution with more uniform coverage and coating thickness. The result is an exceptional finish that better resists scratching, fading and general wear. Additional liquid coat facilities for special requirements complete our ability to provide unmatched beauty and durability for any application.

Custom color matching is also available upon request. Contact your local Nailor representative.

**RESOLUTION #    -2021**

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

**RESOLVED**, that the Town Board hereby approves the release of funds for William & Laura  
Cumming, 71 South Mountain Pass Spur, Garrison.



## Town of Philipstown

Planning Board  
238 Main Street  
P.O Box 155  
Cold Spring, NY 10516

### MEMORANDUM

September 20th, 2021

ATTN: Richard Shea  
Town Board of Town of Philipstown  
238 Main Street  
P.O. Box 155  
Cold Spring, NY 10516

**Re: Release of funds for** William & Laura Cumming, 71 South Mountain Pass Spur, Garrison, New York TM#82.-1-52,53

Dear Supervisor Shea:

At the September 16<sup>th</sup>, 2021 Town Planning Board meeting a motion was made by Peter Lewis to okay the return of escrow to William & Laura Cumming and Neal Tomann seconded the motion. The motion carried unanimously.

I am requesting that any remaining escrow funds for processing and consultants' fees being held by the Town should be released back to the applicant at this time.

Sincerely,

Cheryl Rockett  
Secretary to the Conservation, Planning and Zoning Boards

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

**INTERMUNICIPAL AGREEMENT**  
**between**  
**THE COUNTY OF PUTNAM**  
**and**  
**THE TOWN OF PHILIPSTOWN**

THIS AGREEMENT, made by and between **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 Office of Consumer Affairs, and **THE TOWN OF PHILIPSTOWN**, a municipal corporation of the State of New York, having an office and place of business at 238 Main Street, Cold Spring, New York 10516 (both respectively hereinafter referred to individually as the "Party" and collectively referred to as the "Parties").

**WITNESSETH:**

WHEREAS, the TOWN OF PHILIPSTOWN (hereinafter referred to as the "TOWN") and the COUNTY OF PUTNAM (hereinafter referred to as the "COUNTY") desire to enter into an Inter-Municipal Agreement (hereinafter the "Agreement") made pursuant to Article 5-G, *et seq.*, of New York State's General Municipal Law, and in conformance with other and applicable statutory mandate and related rules and regulations, as more fully described herein; and

WHEREAS, the COUNTY and the TOWN hereto acknowledge there is a critical need to utilize every means available to provide the maximum services in the most cost-effective manner and at the least possible cost to the local taxpayers, and each Party acknowledges that flexibility in operating local governments through shared services and resources is necessary to insure efficiency and maximum benefits to the local taxpayers which will result in efficient and cost effective work performance to the Parties is in the best interests of the local taxpayers; and

WHEREAS, pursuant to New York Executive Law §381(2), any local government may enter into an agreement with the county in which such local government is situated in order to authorize the county to administer and enforce the uniform code, the state energy conservation construction code, or both, within such local government; and

WHEREAS, the COUNTY has entered into a contract with an electrical inspection consultant (hereinafter referred to as the "inspector") to perform electrical inspections, re-inspections or altered electrical wiring (collectively referred to as "electrical inspections") in accordance with the standards of the National Electrical Code, New York State Uniform Fire Prevention Code, New York State Building Code, and all other applicable national, state and local regulations, ordinance and codes for residential and commercial properties located within Putnam County, including those properties located within the TOWN; and

WHEREAS, the TOWN wishes to authorize the COUNTY, through its inspector and at no cost to the TOWN, to administer electrical inspections within the TOWN; and

WHEREAS, the COUNTY and the TOWN agree that taxpayer monies will be saved and that such an agreement is in the best interests of the Parties hereto to enter into this Agreement.

NOW, in consideration of the terms and conditions contained herein, it is mutually agreed as follows:

1. The Parties acknowledge and agree that in the performance of the terms contained herein the greatest benefits will be derived by promoting the interests of the Parties hereto and each of the Parties do, therefore, enter into this Agreement with the intention of reasonably cooperating with the other in carrying out the terms of this Agreement in such manner as will thus promote the interest of rendering the highest service to the public, particularly the local taxpayers, in accordance with

the provisions of this Agreement.

2. It is specifically understood and agreed by the Parties hereto that the sharing of such services is done on a voluntary, not mandatory, basis and that in no event shall the COUNTY be liable to the TOWN for damages due to interruptions in such services or due to the actions/inactions of the inspector.
3. COUNTY has entered into a contract with a qualified, experienced inspector to perform electrical inspections for commercial and residential properties located within Putnam County, including those properties located within the TOWN.
4. The TOWN hereby authorizes the COUNTY, through its inspector and at no cost to the TOWN, to administer electrical inspections within the TOWN. Such services shall include the following:
  - a. The inspector will provide electrical inspections services for commercial and residential inspections on new construction and remodeling projects.
  - b. The inspector will be available during normal work hours to schedule and perform inspections and provide guidance for electricians.
  - c. The inspector will provide open wall and trench inspections prior to the installation of finish surfaces or final grading.
  - d. The inspector will issue a Certificate of Compliance to applicants and the authority having jurisdiction for a period of one (1) year from the date of issue.
  - e. The inspections performed will be completed through a permit



issued by the COUNTY and the results of the inspections will be submitted to the COUNTY. The COUNTY will thereafter provide a copy of such inspection report to the electrician.

- f. The inspector will mark inspections sites through commonly accepted industry practices.
  - g. The inspector will provide all necessary transportation and all of his or her own equipment and will be responsible for all associated costs.
  - h. The inspector will issue all necessary permit applications and certificates of compliance.
5. The term of this Agreement will commence upon full execution of this Agreement and shall continue until December 31, 2026, unless modified or terminated by either Party in writing upon thirty (30) days' notice, with or without cause.
6. 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, the TOWN agrees to, to the fullest extent permitted by law, to protect, defend, indemnify and hold the COUNTY and its officers, employees and agents free and harmless against damages, costs, or liabilities arising out of or related to or in connection with or arising directly out of the negligent performance of this Agreement by the TOWN, unless the liability was created by the sole and exclusive negligence of the COUNTY. TOWN further agrees to be solely responsible for the costs of defense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

7. The TOWN agrees not to hold itself out as an agency, department or office of the COUNTY, nor shall any of the TOWN's officers, employees or agents make any claim against the COUNTY 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 the COUNTY.
8. Any and all notices shall be addressed as follows, or to such other address as may thereafter be designated in writing by either Party hereto, and shall be effective on the date of mailing:

TO the COUNTY: County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

Putnam County Consumer Affairs  
110 Old Route 6, Building 3  
Carmel, New York 10512

TO the TOWN: Town of Philipstown  
238 Main Street  
Cold Spring, New York 10516

9. This Agreement and its attachment(s) constitute the complete understanding of the Parties. No modification of any provisions thereof shall be valid unless in writing and signed by both Parties.
10. This Agreement is governed by 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.
11. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or

in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

12. This Agreement is executed in two (2) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement. Moreover, unless specifically provided by law, electronic signatures maybe used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. This Agreement shall not be deemed effective until fully executed by the Parties hereto, the required COUNTY signatories and the County Executive.
13. The failure of the COUNTY 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 COUNTY of any provision hereof shall be implied.

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

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

\_\_\_\_\_  
Date: \_\_\_\_\_  
Mat Bruno Sr.  
Risk Manager

**THE TOWN OF PHILIPSTOWN**  
238 Main Street  
Cold Spring, New York 10516

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

\_\_\_\_\_  
Date: \_\_\_\_\_  
Richard Shea, Town Supervisor

[illegible]

On this       day of                      , 2021 before me personally came **MARYELLEN ODELL** to me known, who being by me duly sworn, did depose and say 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

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021 before me personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

## SCHEDULE A

**PUTNAM COUNTY INSURANCE REQUIREMENTS**

THE FOLLOWING **MUST** APPEAR ON EACH INSURANCE CERTIFICATE:

UNDER THE CERTIFICATE HOLDER SECTION:

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

ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS)  
ON THE INSURANCE CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:

***“PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED except for  
Professional Liability and Workers’ Comp.”***

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department 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.

**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, form or U-26.3 - all of these forms are available through your carrier.
- B. **Commercial General Liability** - covering all operations and all locations involved in the contract, including the following coverages:
  - \$2,000,000 General Aggregate
  - 5,000 Medical Expense Limit
  - \$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Each Occurrence  
\$2,000,000 Products/Completed Operations Aggregate  
\$50,000 Fire Damage Legal Liability Limit

C. **Commercial Automobile Liability** - Covering all operations and locations involved in the contract, including the following coverages:

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

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

D. If applicable, Professional Liability (errors and omissions) in the amount of at least \$1,000,000 per claim.

E. **Excess Liability or Umbrella Policy**

Limits depending on the following contract size

\$100,000 - \$250,000 - 1 million

\$250,001 - \$500,000 - 5 million

\$500,000+                      10 million

F. **Bid, Performance/Payment, Labor & Material Bonds**

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. Only the (AIA) - The American Institute of Architects- A312 form- will be accepted. In addition, pursuant to NYS Insurance Law Section 1111 all bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S. Treasury List (Circular 570) of acceptable sureties.

**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.



Michael Budzinski, PE  
Director



MaryEllen Odell  
County Executive

**PUTNAM COUNTY OFFICE OF CONSUMER AFFAIRS**  
Weights and Measures/Trades Licensing and Registration  
110 Old Route 6- Building #3, Carmel, NY 10512  
(845) 808-1617

**Memo to:** Kenneth Schmitt, Supervisor, Town of Carmel  
Maureen Fleming, Supervisor, Town of Kent  
Richard Williams, Supervisor, Town of Patterson  
Richard Shea, Supervisor, Town of Philipstown  
Tony Hay, Supervisor, Town of Southeast

**From:** Michael Budzinski, PE, Director

**RE:** Inter-municipal Agreement for Shared Electrical Inspections with local municipalities

**Date:** September 1, 2021

Attached for your review and approval is a proposed inter-municipal agreement for electrical inspections which is the same content as the previously approved agreement between the County and Towns. The proposed agreement shall continue until December 31, 2026. If you have any questions regarding the agreement, please contact Ms. Anna Diaz, Senior Deputy County Attorney at 845-808-1150 ext 49413. Please provide your approval and/or comments to this office as soon as possible.

Enc: IMA for Electrical Inspections

**RESOLUTION # - 2021**

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

**RESOLVED**, that the Town Board hereby accepts the proposal from Software Consulting Associates for a Tax Collection System Upgrade in the amount of \$5,800.00.

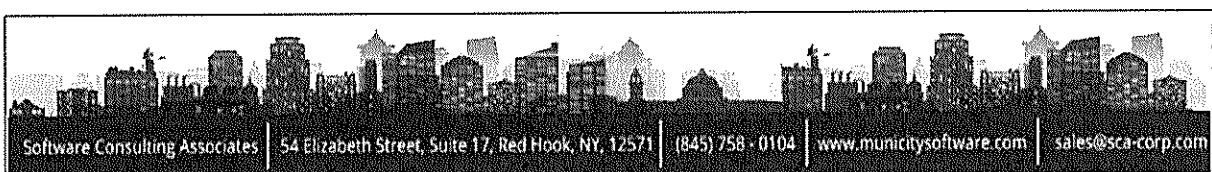


**Tax Collection System Upgrade  
Proposal  
for the  
Town of Philipstown, NY**

**February 19, 2021**

**Prepared by:  
Software Consulting Associates  
54 Elizabeth St.  
Red Hook, NY**

**Account Representative: Richard Rose  
Phone: (845) 758-0104  
Fax: (845) 758-0884  
E-Mail: [Richard.rose@sca-corp.com](mailto:Richard.rose@sca-corp.com)  
Website: [www.sca-corp.com](http://www.sca-corp.com)**



## SQL Tax Collection System Upgrade

Software Consulting Associates (SCA) announces the availability of its new SQL-based Tax Collection software to maintain and manage tax collections and payments in today's internet world.

### Features

- All tax collections in one program
- For clients with lien collections, the lien collection will be integrated into tax program: delinquent taxes go to lien book, lien sale and can be paid off in the tax program. Lien collections can be added for an additional fee for those clients who do not currently have a lien collection.
- Reports for multiple collections
- Improved print document module: auto-generate PDF feature, exemption/property class filters document web publishing for bills, receipts, etc. (with integration in Notes & Docs)
- Word mail merge integration
- Document auto-save on print (docs appear in Notes & Docs)
- Edit log tab (supports multiple tax changes)
- Custom report module, improved tax statement, open tax, tax search reports;
- Owner updates directly from RPS or PAS
- Fee creation from Inquire
- Inquire auto-refresh after making any change to taxes: PYMF edits, bounce checks, etc.
- Transaction module: ability to bounce payments made across multiple parcels, partial reversals, tools to move payments between collections and parcels
- Enhanced refund processing
- Full support for partial payments
- Parcel Year Master File edit supports multiple edits with improved display on the Edit Log tab
- Email Bills and Receipts - Tax payer-managed web-based registration for receiving tax bills and receipts (minimal Tax Office staff involvement required). \*Free installation and set up with an annual support charge of \$1,500.
  - Bulk email of receipts from tax system.
  - On-demand emailing of single bill/receipt request from Tax System Inquire screen.

## Investment

### SCA Tax System Upgrade Proposal

Item	Quantity	Cost Per Unit	Total Cost	Notes
Software License (per collection)	1	\$ 4,000.00	\$ 4,000.00	
Data Conversion	1	\$ 800.00	\$ 800.00	
Training	1	\$ 1,000.00	\$ 1,000.00	
<b>Total</b>			<b>\$ 5,800.00</b>	

The pricing includes the Town Collection that will all be migrated to the tax system, data conversion from the current system to the new system and training on the new system.



**Optional Modules:**

- B. **Web Tax Status** – Significantly reduce customer phone calls with SCA's online Web Tax Status. Customers can view their tax collection status in summary and detail by seamlessly connecting through your municipality's website. Pricing is \$4,500 for development and implementation and \$950 for annual support.
- C. **Email Bills and Receipts** - Tax payer-managed web-based registration for receiving tax bills and receipts (minimal Tax Office staff involvement required). \*Free installation and set up with an annual support charge of \$1,500.
  - a. Bulk email of receipts from tax system.
  - b. On-demand emailing of single bill/receipt request from Tax System Inquire screen (currently under development).



## Tax Upgrade Authorization

The Town of Philipstown, NY hereby agrees to the procedures outlined above and the "Terms and Conditions" attached hereto and made a part hereof and authorizes Software Consulting Associates to proceed with the project.

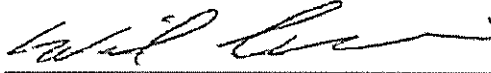
The Town of Philipstown, NY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Software Consulting Associates

By: 

Title: President

Date: February 19, 2021



## Terms and Conditions

This is a legal agreement between you (either an individual or an entity), the end user, and Software Consulting Associates.

### **Responsibility of Software Consulting Associates (SCA).**

SCA shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." SCA shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by you. Regardless of your acceptance of completed materials when delivered, SCA shall correct errors found either by you or SCA. See "Warranties; Limitations" for SCA's liability for all services.

### **Your Responsibility.**

You shall be responsible for the correctness and accuracy of the information you supply to SCA, for providing SCA with timely decisions and answers to questions raised by SCA, for inclusion of sufficient funds in your budget to pay SCA for services, and for the prompt payment of invoices. You shall also be responsible for completing your work in accordance with the "Performance Schedule."

### **Adjustments to Performance Schedule; Unauthorized Delays.**

- A. Adjustments to Schedule. Upon the mutual consent of you and SCA, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Unauthorized Delays. In the event of any unauthorized delay on your part, SCA may impose delay charges upon providing notice thereof to you. An "unauthorized delay" shall mean any delay not authorized by both SCA and you.

### **Variations from Standard Methods or Procedures.**

Variations from SCA's standard methods and procedures must be requested by you, in writing, specifying the exact nature of the desired variations. SCA will accommodate such variations wherever possible, with any additional charges for such variations, as determined by SCA and approved by you, to be paid by you.

### **Payment Terms.**

All payments shall be made within 30 days of installation of the upgrade. You shall not discount nor withhold any portion of the amount for any reason. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears.

### **Software.**

The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

### **Computer Hardware.**

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and SCA shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

### **Title.**

All computer software and other intellectual property of SCA used in performing its services shall remain the property of SCA.

**Term and Termination.**

- A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof.
- B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- C. Upon termination, all work prepared by SCA may, at your option, become your property, and SCA shall be entitled to receive just and equitable compensation for all services performed.

**Warranties; Limitations.**

- A. SCA warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. SCA's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at SCA's cost, of such service or deliverable. SCA's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. SCA's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded SCA herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of SCA for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to SCA pursuant to this contract. SCA shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by you or others against SCA with respect to services unless such action or proceeding is commenced within one year after completion by SCA of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

**Changes.**

You may at any time request changes in the scope of this agreement. Moreover, SCA may suggest changes. Where changes are agreed to by the parties, SCA shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. SCA shall not be required to implement any change until you have signed and returned the Change Order.

**Notices.**

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.



**Force Majeure.**

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

**Disclaimer of Association.**

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

**No Waiver.**

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

**Dispute Resolution.**

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

SOFTWARE CONSULTING ASSOCIATES

54 Elizabeth St.

Red Hook, NY 12571

845-758-0104

**RESOLUTION # -2021**

**A Resolution In Support of Ampion Renewable Energy Program**

**Whereas**, the Town of Philipstown has been presented with an opportunity to partner with Ampion, Inc. dba Ampion Renewable Energy; and

**Whereas**, Ampion has a program that is aligned with the Town of Philipstown's goals to promote sustainability and renewable energy for its community and residents; and

**Whereas**, Ampion is offering the Town of Philipstown and residents the opportunity to save money on electricity costs; and

**Whereas**, Ampion will donate \$100 to a designated Town of Philipstown Climate Smart Fund for each resident who successfully enrolls in an Ampion community solar;

**Whereas**, this program is offered to residents directly from Ampion; and

**Whereas**, the Town of Philipstown wishes to support this program and the donation to the Town's Climate Smart fund and renewable energy goals.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town of Philipstown support its residents' participation in the Ampion Renewable Energy Program; and be it further
2. That the Town of Philipstown create a link to Ampion's program for its residents on the Town's website and call it AMPION RENEWABLE ENERGY PROGRAM.

\_\_\_\_\_ presented the foregoing resolution which was seconded by \_\_\_\_\_.

The vote on the foregoing resolution was as follows:

Judith Farrell, Councilwoman, voting \_\_\_\_\_

John VanTassel, Councilman, voting \_\_\_\_\_

Robert Flaherty, Councilman, voting \_\_\_\_\_

Jason Angell, Councilman, voting \_\_\_\_\_

Richard Shea, Supervisor, voting \_\_\_\_\_

RESOLUTION APPROVING PURCHASE OF  
TWO HIGHWAY DEPARTMENT TRUCKS

WHEREAS, the Town of Philipstown wishes to purchase two 2021 Dodge Ram 5500 Dump Trucks ("the trucks") for the Town Highway Department at a total price of \$161,617.60 off Onondaga State wide bid ONGOV-106-19 through Robert Green; and

WHEREAS, the Town proposes to finance the purchase of the trucks through an installment lease/purchase agreement with KS StateBank; and

WHEREAS, the Town Board has investigated the cost of borrowing the funds for purchase of the trucks as an alternative to the proposed lease/purchase agreement and, further, the Town has completed an "Evaluation of Financing Alternatives" ("EFA") Form, a copy of which is attached hereto; and

WHEREAS, the Town Board has determined that the borrowing funds for the purchase of the trucks does not offer any advantages over the proposed lease-purchase agreement; and

WHEREAS, the Town Board finds that the proposed installment lease/purchase agreement with KS StateBank complies with the requirements of General Municipal Law §109-b;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby approves the proposed purchase of the trucks subject to the submission of a contract in a form acceptable to the Attorney for the Town; and
2. That the Town Board hereby determines and finds that execution and delivery of the proposed installment lease/purchase agreement with KS StateBank is in the best financial interests of the Town based on due consideration of the other available acquisition and financing alternatives as set forth in the EFA form and on other administrative and management considerations with respect to the acquisition of the trucks; and
3. That the Town Board hereby authorizes the Town Supervisor to execute the said contract, lease-purchase agreement and such other and further documents as may be necessary to carry out the terms and conditions thereof.

\_\_\_\_\_ presented the foregoing resolution which was  
seconded by \_\_\_\_\_,

The vote on the foregoing resolution was as follows

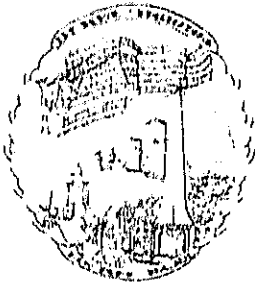
Judith Farrell, Councilwoman, voting \_\_\_\_\_

Robert Flaherty, Councilman, voting \_\_\_\_\_

Jason Angell, Councilman , voting \_\_\_\_\_

John VanTassel, Councilman, voting \_\_\_\_\_

Richard Shea, Supervisor, voting \_\_\_\_\_



# 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 September 2021

1. Fees Collected	<u>20,735 -</u>
2. Total Number of Permits Issued	<u>27</u>
3. New One- or Two-family dwellings:	<u>0</u>
4. New Commercial/Industrial buildings:	<u>-</u>
5. New Hazardous (H) occupancies:	<u>-</u>
6. New Multi family occupancies:	<u>-</u>
7. Additions, alterations or repairs residential buildings	<u>2</u>
8. Additions, alterations or repairs commercial buildings:	<u>-</u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u>25</u>
10. Number of Certificates of Occupancy :	<u>27</u>
11. Number of Stop Work Orders issued:	<u>-</u>
12. Operating permits issued	<u>-</u>
13. Operating permits issued hazardous materials	<u>-</u>
14. Operating permits Hazardous processes and activities	<u>-</u>
15. Permits issued for the Use of pyrotechnic devices:	<u>-</u>
16. Inspection of public assembly :	<u>4</u>
17. Inspection of commercial occupancies	<u>0</u>
18. Inspection of buildings with 3 or more dwelling units:	<u>-</u>

Projects of Significance: \_\_\_\_\_  
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