

**Town Board Year-End Meeting**

**December 16, 2021 7:00 pm**

**Philipstown Town Hall  
238 Main Street, Cold Spring, NY**

**AGENDA**

- 1. Resolution awarding the 2022 Highway Material Bids.**
- 2. Resolution authorizing Supervisor Shea to make the necessary budget transfers to close the books for the year 2021.**
- 3. Resolution accepting the quote from Marc's Landscaping & Outdoor Living, LLC for 2022 Snow Shoveling & Ice Melt Application.**
- 4. Resolution approving the Lease Extension Agreement between the Town of Philipstown and Whoville LLC.**
- 5. Resolution authorizing Supervisor to sign the Agreement Between the Town of Philipstown and the Putnam County Humane Society Contract for the Provision of Dog Shelter Services for the year 2022.**
- 6. Resolution authorizing Supervisor to sign the Outreach Worker Services Contract between Putnam County Office for Senior Resources and Town of Philipstown for the year 2022.**
- 7. Resolution accepting the proposal and authorizing Supervisor Shea to sign said proposal for legal services from Thomas, Drohan, Waxman, Petigrow & Mayle, LLP as Counsel to the Town of Philipstown, to serve at the pleasure of the Town Board; said attorney to be compensated at the rate of \$220.00 per hour for attorneys and \$95.00 per hour for paralegal services for 2022.**
- 8. Schedule Climate Smart workshop w/Jeff Domanski – January 5, 12, 19, 26 –Zoom or in person (up to the Board)**
- 9. Any other business that may come before the Town Board.**
- 10. Adjournment**

**RESOLUTION # -2021**

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

**RESOLVED**, that the Town Board hereby awards the 2022 Highway Material Bids, as approved by Carl Frisenda, Highway Superintendent.

AWARDED BIDS FROM Carl HWY

1	BITUMINOUS CONCRETE – FURNISHED, DELIVERED & LAID IN PLACE	Intercounty Paving (already awarded)
2	BITUMINOUS CONCRETE – FOB	THALLE INDUSTRIES
3	CALCIUM CHLORIDE – DELIVERED	PIDALA
4	LIQUID MELTING AGENT – SOIL STABILIZER – DELIVERED	GORMAN GROUP OR BROTHERS(?)
5	#2 FUEL OIL – DELIVERED	DOWNEY
6	BANK RUN, FILL, TAILINGS – DELIVERED & FOB	PIDALA FOB -BANK RUN AND TAILINGS <b>RED WING FOB- FILL</b> PIDALA DELIVERED FOR ALL
7	INSTALLATION OF GUIDE RAIL AND FURNISHING OF GUIDE RAIL MATERIAL	CHEMUNG
8	WASHED CRUSHED STONE – DELIVERED & FOB	THALLE FOB AND DELIVERED AWARDED DUE TO DISTANCE
9	MANUFACTURED CRUSHED ITEM 4 – DELIVERED & FOB	FOB: THALLE / DELIVERED: LYONS
10	SCREENED ITEM 4 – DELIVERED & FOB	NO BID ½" FOB RED WING ¾" AND 1' FOB DELIVERED LYONS ½", ¾" AND 1"
11	NYSDOT ITEM 203.07 SELECT GRANULAR FILL FOB & DELIVERED	FOB: THALLE / DELIVERED: LYONS
12	Liquified Petroleum (LP) Gas – Delivered (for new HWY Garage)	DOWNEY
13	STONE FILLINGS – DELIVERED & FOB	PIDALA FOB AND DELIVERED
14	SAND FOR SNOW AND ICE CONTROL FOB & DELIVERED	THALLE FOB / LYONS DELIVERED
15	CURB MIX WITH RAP	NO BIDS SUBMITTED
16	STONE SCREENINGS – DELIVERED & FOB	FOB THALLE AWARDED DUE TO DISTANCE / DELIVERED LYONS
17	SMOOTH BORE CORRUGATED POLYETHYLENE SOLID PIPE - DELIVERED	CHEMUNG / ESP

**RESOLUTION # -2021**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to make the necessary budget transfers to close the books for the year 2021.

**RESOLUTION # -2021**

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

**RESOLVED**, that the Town Board hereby accepts the quote from Marc’s Landscaping & Outdoor Living, LLC for 2022 Snow Shoveling & Ice Melt Application.

**Marc's Landscaping & Outdoor Living, LLC**

P.O. Box 346 Cold Spring, N.Y. 10516

Telephone: (845) 206 – 2527 Office: (845) 590 – 5283

Email: [mrmtruck@yahoo.com](mailto:mrmtruck@yahoo.com)

November 8, 2021

Town of Philipstown

238 Main Street

P.O. Box 155

Cold Spring, N.Y. 10516

ATTN: John VanTassel

RE: **2021-2022 Snow Shoveling & Ice Melt Application Quotes**

**Town of Philipstown Town Hall**

Shovel Walkways & Apply Ice Melt \$80.50 each time (up to 6"/over 6" additional chg.)

**Town of Philipstown Building Dept.**

Shovel Walkways & Apply Ice Melt \$86.25 each time (up to 6"/over 6" additional chg.)

**LANDSCAPE & HARDSCAPE DESIGN, INSTALLATION & MAINTENANCE**

**LICENSED & INSURED Putnam License #PC3700**

**RESOLUTION APPROVING LEASE EXTENSION AGREEMENT**

WHEREAS, the Town of Philipstown and Whoville LLC, entered into a lease under which the Town leased certain real property located at 345 Main Street, Nelsonville, N.Y., 10516 for use by the Town Highway Department as temporary Highway Department garage space; and

WHEREAS, the term of the said lease expires on October 31, 2021, and the Town wishes to extend the lease on a month-to-month basis for a period up to October 31, 2022; and

WHEREAS, the Town Board has before it a Lease Extension Agreement which extends the said lease for one year on a month-to-month basis, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board approves the attached Lease Extension Agreement; and
2. That the Town Board authorizes the Town Supervisor to execute the Lease Extension Agreement and such other and further documents as may be necessary to carry out the terms and conditions thereof; and
3. That the Town Board hereby authorizes the payment of monthly rental payments as required under the lease.

\_\_\_\_\_ 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 \_\_\_\_\_

EXTENSION OF COMMERCIAL LEASE

THIS AGREEMENT for the extension of the term of a commercial lease is made as of the 31<sup>st</sup> day of October, 2020 by and between:

WHOVILLE LLC, a New York Limited Liability Company having an Office at 129 East Mountain Road South, Cold Spring NY 10516, (Hereinafter referred to as the "LANDLORD"), and

THE TOWN OF PHILIPSTOWN, a municipal corporation maintaining offices at Town Hall, 238 Main Street, P.O. Box 155, Cold Spring, New York 10516, (hereinafter referred to as the "TENANT").

WHEREAS, on or about April 13, 2020, LANDLORD and TENANT entered into a lease, a copy of which is attached as Exhibit "A", under which LANDLORD rented to TENANT certain premises consisting of Bay 1 and Bay 2 in the Building at 345 Main Street, Nelsonville, N.Y., 10516, consisting of approximately 1,800 +/- s/f of floor space plus upstairs office space; and

WHEREAS, the term of the said lease was for six (6) months from May 1, 2020 through October 31, 2020; and

WHEREAS, the term of the said lease was extended for a period of one year from November 1, 2020 through October 31, 2021; and

WHEREAS, the LANDLORD and the TENANT wish to extend the term of the said lease on a month-to-month basis for a period up to October 31, 2022;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the LANDLORD and the TENANT as follows:

1. That the term of the said lease is hereby extended on a month to month basis for a period up to October 31, 2022; and
2. That the following Rider shall be added to the last page of the lease:

**"Rider: Notwithstanding and superseding any other terms or provisions of this lease agreement, it is agreed by and between the LANDLORD and the TENANT that the TENANT is responsible for maintenance and minor repairs to fixtures and utilities serving the leased premises, including but not limited to the furnace, but that the TENANT shall not be obligated to replace any fixtures or utilities."**

This Lease Extension Agreement has been entered into as of the date listed above.



WHOVILLE LLC,

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

TOWN OF PHILIPSTOWN

By: \_\_\_\_\_  
RICHARD SHEA,  
TOWN SUPERVISOR

THIS LEASE DATED APRIL 13, 2020

PARTIES:

Between Whoville LLC, A New York Limited Liability Company having an Office at 129 East Mountain Road South, Cold Spring NY 10516, (Hereinafter referred to as the "Landlord"),

And

The Town of Philipstown, Town Hall, 238 Main Street, P.O. Box 155, Cold Spring, New York 10516, (hereinafter referred to as the "Tenant").

Witnesseth: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the Premises described as follows, situated In the Town of Philipstown, County of Putnam and State of New York,

PREMISES:

Bay 1 and Bay 2 in the Building at 345 Main Street, Nelsonville, N.Y., 10516, consisting of approximately 1,800 +/- s/f of floor space plus upstairs office space.

TERM:

The term of this demise shall be for 6 months beginning May 1, 2020 ("the "Lease and Rent Commencement Date") and ending Oct 31, 2020

RENT:

The rent for the demised term shall be payable as follows:

5/1/20 – 10/31/20 \$ 2,400.00 PER MONTH

PAYMENT OF RENT:

The said rent is payable monthly in advance on the first day of each calendar month for the term hereof as described above at the above-listed address of the Landlord.

If the rent is not received by the 5<sup>th</sup> of the month, a late fee of \$50 shall be added to the rent payment of that current month.

THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS

PEACEFUL POSSESSION	<i>FIRST (1):</i> The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.
PURPOSE:	<i>SECOND (2):</i> The Tenant covenants and agrees to use the demised

	premises as a temporary Highway Department garage facility, including office uses, a mechanics' shop, and storage of equipment, items and vehicles; and the Tenant agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon.
DEFAULT IN PAYMENT	<u>THIRD (3):</u> The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided. In the event of non-payment of said rent, or any installment thereof, at the times and in the manner provided, and if the same shall remain in default for 4 days after becoming due and upon 3 days written notice to cure, or if the Tenant shall be dispossessed for
ABANDONMENT OF PREMISES	non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its Agents shall have the right to and may enter the said premises as the Agent of the Tenant, by law without being liable for any prosecution or damages thereof, and may relet the premises as the Agent of the Tenant, and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under this lease shall be forfeited. If Tenant chooses to vacate the demised premises prior to lease expiration, Tenant must give Landlord 30 days advance notice.
REENTRY AND RELETING BY LANDLORD	Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition.
TENANT LIABILITY FOR DEFICIENCY	The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be realized from the reletting is insufficient to satisfy the monthly or term rent provided in this lease, the Landlord, at its option, may require the Tenant to pay such deficiency month by month, or may hold the Tenant in advance for the entire deficiency to be realized during the term of reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting.
SUBLETTING AND ASSIGNMENT	<u>FOURTH (4):</u> The Tenant shall not sublet the demised premises nor any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord endorsed hereon which consent shall not be unreasonably withheld, delayed or conditioned.
CONDITION OF PREMISES	<u>FIFTH (5):</u> Tenant has examined the demised premises, and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of the said premises.

	<p>Landlord represents that the mechanicals will be in good working order upon delivery of possession. Landlord assumes responsibility for external repairs as long as the damage was not caused by Tenant, its Agents, Heirs, Successors, or assigns. The Tenant shall keep the demised premises in good condition, and shall redecorate, paint, renovate the said premises as may be necessary to keep them in repair and good appearance. The Tenant shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit.</p>
ALTERATIONS AND IMPROVEMENTS	<p>The Tenant shall not make any alterations, additions, or improvements to said premises without the prior consent of the Landlord which consent shall not be unreasonably withheld, delayed or conditioned. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease, without compensation to the Tenant.</p>
SANITATION, INFLAMMABLE MATERIALS	<p>Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter.</p>
MECHANICS LIEN	<p><i>SIXTH (6):</i> In the event that any mechanics lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty days (30) notice to the Tenant so as to allow sufficient time for the discharge of said lien by payment, bond or otherwise, may terminate this lease and may pay the said lien, without inquiring into the validity thereof, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the said lien, as additional rent hereunder. Tenants failure to discharge such lien in accordance with the terms of this provision shall be deemed a material default of this lease.</p>
	<p><i>SEVENTH (7):</i> Tenant shall provide public liability insurance. Make sure to add a general liability coverage provision naming Whoville LLC as additional insured.</p>
LIABILITY OF LANDLORD	<p><i>EIGHTH (8):</i> Except only as to injury, death, or property damage proximate caused by the negligent or intentional acts or omissions of Landlord or Landlords representatives, Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or Tenants in and about the said property. The Tenant agrees to defend, indemnify and save the Landlord harmless</p>

	<p>from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises. Tenant shall provide public liability insurance for the benefit of the Landlord Naming Landlord as additional insured with insurers licensed by the State of New York with rating of a- or better by Am. Best. Limit Liability not less than 5,000,000 each occurrence.</p>
SERVICES AND UTILITIES	<p><u>NINTH (9):</u> Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for by Tenant as follows: Heat/oil, Electricity. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.</p>
DAMAGE BY FIRE, EXPLOSION, THE ELEMENTS OR OTHERWISE	<p><u>TENTH (10):</u> In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within one hundred eighty days (180) from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said premises and all the Tenants interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may re-enter and repossess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within one hundred eighty days (180) from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while the repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. the Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.</p>
OBSERVATION OF LAWS, ORDINANCES, RULES AND REGULATIONS	<p><u>ELEVENTH (11):</u> The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal Authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other Tenants, or conflict with the regulation of the Fire Dept. or with any insurance policy upon said improvements or</p>

	any part thereof. In the event of any increase in insurance premiums resulting from the Tenants occupancy of the premises or Tenant's specified use thereof, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.
SIGNS	<u>TWELFTH (12)</u> : No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord and authorized by the Municipality having jurisdiction thereof.
SUBORDINATION TO MORTGAGES AND DEEDS OF TRUST	<u>THIRTEENTH (13)</u> : This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.
SALE OF PREMISES	omit
RULES AND REGULATIONS OF LANDLORD	<u>FOURTHEENTH (14)</u> : The rules and regulations regarding the demised premises, as may be affixed to this lease, if any, as well as any other and further reasonable rules and regulations which shall be made by the Landlord, shall be observed by the Tenant and by the Tenants employees, Agents or Customers. The Landlord reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgement, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises.
VIOLATIONS OF COVENANTS, FORFEITURE OF LEASE, REENTRY BY LANDLORD	<u>FIFTEENTH (15)</u> : Except in case of a violation of the covenant to pay rent or additional rent, in case of violation by the Tenant of any of the other covenants, agreements and conditions of this lease, or of the rules and regulations now or hereafter to be reasonably established by the Landlord, and upon failure to discontinue such violation within thirty (30) days after notice thereof given to the Tenant, this lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter without any further notice or demand, provided however in the event such other covenant, duty or obligation reasonably requires more than thirty (30) days for the curing thereof, such failure to cure shall to be deemed to be a Tenant default if Tenant

	<p>shall have commenced the curing no later than the tenth (10) day of such thirty (30) day period and having commenced such curing carries forward the curing thereof to completion with reasonable diligence. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to re-enter upon the demised premises after the said breach of violation. Tenant will have the same right in case of a gross negligence by Landlord, however Landlord will be given the right to cure within a reasonable time following written notice by Tenant to Landlord of such violation.</p>
NOTICES	<p><u>SIXTEENTH (16)</u>: All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its Agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered mail, addressed to the Tenant at the demised premises, or to leave a copy thereof with a person of suitable age found on the premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the Landlord at the place herein before designated for the payment of the rent, or to such party or place as the landlord may from time to time designate in writing.</p>
BANKRUPTCY, INSOLVENCY, ASSIGNMENT FOR BENEFIT OF CREDITORS	<p><u>SEVENTEENTH (17)</u>: It is further agreed that if at any time during the term of this lease the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenants estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant, or the Tenants legal representatives.</p>
HOLDING OVER BY TENANT	<p><u>EIGHTEENTH (18)</u>: In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the</p>

	remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof, and in that event the Tenant shall pay two times monthly rent in advance at the rate provided herein as effective during the last month of the demised term.
EMINANT DOMAIN, CONDEMNATION	<u>NINETEENTH (19)</u> : If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord or Tenant shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.
ARBITRATION	<u>TWENTIETH (20)</u> : Subject to the terms of paragraph 22 herein, any dispute arising under this lease may be settled by arbitration. Then Landlord and Tenant shall each choose an Arbitrator, and the two Arbitrators thus chosen shall select a third Arbitrator. The findings and award of the three Arbitrators thus chosen shall be final and binding on the parties hereto.
DELIVERY OF LEASE	<u>TWENTY FIRST (21)</u> : No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of this lease has been delivered to the Tenant.
LEASE PROVISIONS NOT EXCLUSIVE	<u>TWENTY SECOND (22)</u> : The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord and Tenant would otherwise have by law.
LEASE BINDING ON HEIRS, SUCCESSORS, ETC.	<u>TWENTY THIRD (23)</u> : All of the terms, covenants and conditions of this lease shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.
	<u>TWENTY FOURTH (24)</u> : This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alteration or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any Department or Subdivision thereof of any Governmental agency or by reason of the



	conditions of supply and demand which have been or are affected by the war.
	<i>TWENTY FIFTH (25):</i> This instrument may not be changed orally.
	<i>TWENTY SIXTH (26):</i> The Tenant covenants and agrees that it will instruct its employees not to park their motor vehicles for personal parking upon the parking area, except in area designated employee parking.
	<i>TWENTY SEVENTH (27):</i> It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other persons, except that resulting from negligence of the Landlord. The Landlord shall not be liable for any other damage or injury, resulting from the carelessness, negligence or improper conduct on the part of any other Tenant, or by reason of the breakage, leakage or obstruction of the water or soil pipes or other leakage in or about the said building except those arising by reason of any act of omission of the Landlord. the word "Landlord" herein includes Landlord's Agents, Servants and/or Employees.
	<i>TWENTYEIGHT (28):</i> Tenant may pay rent and other charges under this lease by check. However, if any check, at any time, is returned for insufficient funds or as uncollectible, or for stopped payment, or any other reason, then such an event shall constitute a default under the lease, for which Landlord may have the remedies set forth in the lease. In addition, if any check of Tenant is returned for any of the reasons set forth herein. Tenant must pay all future rents and other charges by bank or certified check, and failure to do so shall constitute a default. Tenant shall pay a \$35.00 service charge for any and all checks that do not clear the bank or are returned or stopped.
	<i>TWENTY NINTH (29):</i> All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside the premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenants cost. Tenant shall pay the cost of removal of any Tenant's refuse or rubbish.
	<i>THIRTIETH (30):</i> The tenant accepts the premises in its "as is" condition.
	<i>THIRTYFIRST (31):</i> Tenant at its own cost and expense, shall comply with the Town of Philipstown, County of Putnam and the Village of Nelsonville requirements, if any, for a smoke detection system or/and sprinkler system, the sprinkler service to the Town of Philipstown either the individual charge for the demised space or if the charge is based on the overall building. Tenant shall pay the charge on a pro-rata basis, using square footage of area as the basis.
	<i>THIRTY SECOND (32):</i> Tenant is to keep the interior and exterior of the

	<p>premises in a clean and sanitary condition. Special attention is to be given to the area of the premises in that the Garbage, clause # 33, is kept in closed containers and the area free of debris.</p>
	<p><i>THIRTY THIRD (33):</i> Tenant agrees that notwithstanding any other provision of this lease, it will conduct its business in the entire premises as aforesaid subject, however, to all of the terms, covenants and conditions of this lease, including, without limitation, the restriction on use set forth in this lease and in such consistent manner therewith as will achieve maximum volume therefore, and that it will be open for business on all days and during all hours during which the majority of the stores at the shopping center are open for business, provided such hours are customary for the Tenants type of business and comply with the law. Failure to operate its business as set forth herein will constitute a default, and Landlord may terminate the lease and institute eviction proceeding after three (3) days written notice of such default.</p>
	<p><i>THIRTY FOURTH (34):</i> The Tenant is to comply with all health and sanitary codes as set forth by the town of Philipstown.</p>
	<p><i>THIRTY FIFTH (35):</i> Landlord and Tenant each hereby waives any and all rights of recovery against the other, its officers, members, agents and employees, occurring on or arising out of the use and occupation of the premises or the building to the extent such loss or damage is covered by proceeds received from insurance required under this lease to be carried by the other party. This waiver of subrogation provision shall be limited to (i) loss or damage to the property of Landlord and Tenant, and (ii) the officers and employees of Landlord and Tenant. Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorney fees, resulting from the failure to obtain such a waiver. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this lease with respect to any loss of, or damage to, property of the parties hereto. In as, much as the above mutual waivers will precluded the assignment of any aforesaid claim by way of subrogation to an insurance company, Landlord and Tenant agree immediately to give to each insurance company providing a policy described in clause #7 of this lease, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.</p>
TENANT DEFAULTS AND LANDLORD REMEDIES	<p><i>THIRTY SIXTH (36):</i> Landlord may give 5 days' written notice to Tenant to correct any of the following defaults. Failure to pay rent or added rent on time, improper assignment of the lease, subletting of the demised premise or allowing another to use, failure to fully perform any other terms in the lease and improper conduct by Tenant or other occupants of the premises.</p>

IN WITNESS, WHEREOF, THE SAID PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

WHOVILLE, LLC

Renate Frost, Richard Frost

BY: RENATE & RICHARD FROST, MANAGING MEMBERS

TOWN OF PHILIPSTOWN

BY: Richard Shea  
Richard Shea, Town Supervisor

**RESOLUTION # - 2021**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the Agreement Between the Town of Philipstown and the Putnam County Humane Society Contract for the Provision of Dog Shelter Services for the year 2022.

Putnam



Humane Society

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*Help Us to Help Them*

December 4, 2021

Supervisor Richard Shea  
PO Box 155, 238 Main St.  
Philipstown, NY 10516

Dear Supervisor Shea,

Enclosed is the contract for dog sheltering services between Philipstown and the Putnam Humane Society for 2022. The contract amount remains the same at \$10,500. Payment is not due until March 31<sup>st</sup>, but we do need signed contracts back in January. This is per Agriculture and Markets since we do start providing the service as of January 1, 2022.

We recently purchased an acre of vacant land across the street from the shelter for an area for the dogs to be able to run and play. The shelter is built on asphalt with no grass area for the dogs. Finally, they now have grass to run and play on! It is totally fenced in and much safer than having to walk the dogs on the shoulder of the road. The dogs love it, and we love being able to provide this for them. Enrichment is important for the dogs while they wait to be adopted into forever homes. We were able to purchase, and fence in the property with a generous bequest received for Capital improvements.

We Wish you and your board a Happy, Healthy Holiday Season!

Sincerely,

Michele Dugan  
PHS President and Shelter Director

Enclosure

AGREEMENT BETWEEN THE TOWN OF PHILIPSTOWN AND  
THE PUTNAM COUNTY HUMANE SOCIETY FOR THE PROVISION  
OF DOG SHELTER SERVICES FOR THE YEAR OF 2022

AGREEMENT made and entered into on January 1, 2022, by and between the TOWN OF PHILIPSTOWN, a municipal corporation of the State of New York, having its principal office and place of business at 238 Main Street, Cold Spring, New York, 10516, and the PUTNAM COUNTY HUMANE SOCIETY, a New York not-for-profit corporation, having as its principal mailing address at P.O. Box 297, Carmel, New York 10512

W I T N E S S E T H

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

1. This agreement is for a term of one (1) year, commencing on **January 1<sup>st</sup>, 2022**, and terminating on **December 31<sup>st</sup>, 2022**. Said commencement is subject to the provisions of paragraph 4 below.
2. The Society shall provide dog shelter services in accordance with the provisions set forth in Article 7 of the agriculture and markets law of the State of New York. It is expressly understood that the Town will provide its own Dog Control Officer and be responsible for such services and matters related thereto.
3. In consideration of the foregoing, the Town agrees to pay to the Society the sum of **\$10,500**.
4. The foregoing consideration shall be made as a single payment on or before March 1, 2021. It is understood that the duties, obligations and responsibilities of the Society hereunder shall all immediately terminate in the event that the said single payment shall not have been made by **March 31, 2022**. **However, A signed contract must now be received by January 1<sup>st</sup>. Ags. & Mkts. does their yearly inspection and requires contracts to be in place in January even though payment can be made as late as March 31<sup>st</sup> of the contract year.**
5. The Society shall be open to the public from 10:00 AM until 4:30 PM, seven (7) days a week except legal holidays. The Town's Dog Control Officer shall nevertheless have access to the facility 24 hours per day, seven days per week.
6. Subject to limitations of capacity, the Society will accept privately owned dogs to be surrendered by Town residents provided they are 'adoptable'. "Adoptable" means the dogs are not aggressive, do not bite and are not of poor health or old age. With exceptions made to the older dogs we feel we can place. We have helped many older dogs find homes and do everything possible to help every dog we are contacted about. We also have a Times of Trouble fund that raises money solely through fundraising efforts that helps us to help dogs with medical issues. Town residents may bring privately owned dogs approved to be surrendered to the Shelter by appointment during the hours that the shelter is open.
7. The Society will not assume any liability, responsibility or costs associated with the Town providing its own Dog Control Officer services. This includes such services in connection with dogs that require emergency medical attention prior to being brought to the Society. The Town will provide the Society the name of the dog Control Officer and a means by which to contact said Dog Control Officer.
8. This agreement is and shall be exclusively for shelter services and shall not include any veterinary, training, or other services associated with or customarily utilized by or for dogs.

9. Except as may be otherwise provide herein, the parties agree to comply with all the provisions of the law of the state of New York applicable to the Agreement and the subject matter thereof.
10. Neither party may assign or transfer this Agreement or any rights hereunder without the prior express written consent of the other party.
11. In the event of any breach of this Agreement or any default hereunder without the prior express written consent of the other party, at is sole option, the non breaching party shall have the right to terminate this Agreement upon thirty (30) days written notice, sent by certified mail, return receipt requested, to the breaching party. In such event, an amount equal to the unused portion of the single payment provided for in paragraph 3 above shall be refunded to the Town.
12. The Society makes no representation that this Agreement fulfills the obligations of the Town under the Agriculture and Market Law, except that the Society is a duly incorporated humane society authorized to provide shelter services in accordance with Section 115 of the New York Agriculture and Markets Law.
13. All representations made by the Society to the Town are contained in this Agreement and any representations made outside of this Agreement, whether written, verbal or otherwise, are deemed merged into and superseded by this Agreement.
14. This Agreement constitutes the entire agreement between the parties and any amendments thereto or modifications thereof shall be in writing signed by both parties. Subject to the provisions of paragraphs 10 and 12, this Agreement shall ensure to and be binding upon the heirs, successors and assigns of the parties hereto. This Agreement shall be construed in accordance with the laws of the State of New York. In the event any part of this Agreement be held invalid or unenforceable by any Court, the remaining parts of this Agreement shall nevertheless remain in full force and effect.
15. The Society will turn over to the Town by the 7<sup>th</sup> day of each month all Town seizure records and related fees.
16. The Society shall comply with the Town of Philipstown's Insurance Requirements as listed in the attached Schedule "A" Certificates of Insurance as required by said Insurance Requirements shall be furnished with the signed counterparts of this contract.
17. The Society shall comply with all applicable Federal and State laws, statues, rules and regulations in regard to the preparation and submission of an independent financial audit and, if required to prepare same, shall submit said independent financial report with ninety (90) days to the close of their fiscal year.

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

TOWN OF PHILIPSTOWN

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

PUTNAM HUMANE SOCIETY

\_\_\_\_\_  
Michele Dugan, PHS President and Shelter Director

**RESOLUTION # - 2021**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the Outreach Worker Services Contract between Putnam County Office for Senior Resources and Town of Philipstown for the year 2022.





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MARYELLEN ODELL  
County Executive

MICHAEL CUNNINGHAM  
Director

November 4, 2021

Town of Philipstown  
Supervisor Richard Shea  
P.O. Box 155  
Cold Spring, NY 10516

Dear Supervisor Shea,

Enclosed please find the Outreach Worker services contract between Putnam County Office for Senior Resources and the Town of Philipstown for the term of January 1, 2022 through December 31, 2022.

Please **sign** and **notarize the duplicate contracts** and send them back as soon as possible, so it may be put through the proper channels for execution.

Thank you, in advance, for your prompt attention to the above. If you have any questions, please feel free to contact me at (845) 808-1700.

Sincerely,

A handwritten signature in cursive script that reads "Doreen Crane".

Doreen Crane  
Coordinator of Services

DC:mgb

**Agreement  
between  
COUNTY OF PUTNAM  
and  
TOWN OF PHILIPSTOWN**

THIS AGREEMENT, made by and between **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, by and through its Office for Senior Resources (hereinafter referred to as the "COUNTY") and **TOWN OF PHILIPSTOWN**, a municipal subdivision located at 238 Main Street, P.O. Box 155, Cold Spring, New York 10516 (hereinafter referred to as the "TOWN").

WHEREAS, the TOWN is a municipal subdivision in the County of Putnam, with more than 2,000 residents over the age of 60 years; and

WHEREAS, the parties herein recognize a need for linkage to County and other governmental agencies for residents of the TOWN who are over the age of 60 years; and

WHEREAS, the TOWN agrees that an Outreach Worker provided by the COUNTY to the TOWN in order that such linkage be provided to residents of the TOWN who are over the age of 60 years, as more fully described herein, is in the best interests of the TOWN.

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

FIRST: The TOWN agrees to pay the sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS to the COUNTY for the services of an Outreach Worker, to be furnished by the COUNTY and agreeable to the TOWN, in accordance with the terms and conditions set forth herein.

payment in the amount of \$15,000.00 to the COUNTY on or before December 31, 2022. It is understood and agreed that any reduction in payment to the COUNTY by the TOWN may result in reduced hours (including benefits) of the Outreach Worker.

The COUNTY shall be responsible for the payment of the Outreach Worker's salary and benefits, including training expenses and other related costs, over and above the sums payable to the COUNTY by the TOWN under this Agreement. Additionally, to the extent the Outreach Worker is required to use his/her personal vehicle in the performance of his/her duties under the terms of this Agreement, the COUNTY shall reimburse the Outreach Worker for such expenses at the current Internal Revenue Service approved mileage rate.

Any and all requests for payment to be made will be submitted on properly executed claim forms (or invoices) of the COUNTY and paid only after approval by the Director of the Office for Senior Resources or his/her duly authorized representative.

The COUNTY'S files and records reasonably pertinent to this Agreement shall be kept in accordance with sound accounting practices and each transaction shall be fully documented. Should the TOWN request such files and records, the COUNTY shall provide the files and records to the TOWN within ten (10) business days of the TOWN'S request.

SIXTH: The work to be performed pursuant to the terms of this Agreement will commence promptly upon assignment by the Director of the Office for Senior Resources or his/her duly authorized representative and will be conducted in the best interest of the parties.

SEVENTH: It is understood and agreed by and between the parties hereto that payment by the TOWN under the terms of this Agreement is a material element of this Agreement. Any failure to provide said payment will be deemed a material breach and this Agreement will

its employees, partners, associates, subcontractors and others employed to render the services hereunder, as applicable.

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

TWELFTH: TOWN agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the County of Putnam and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof, unless that liability was created by the sole and exclusive negligence of the COUNTY. The TOWN further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

THIRTEENTH: 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.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail, postage pre-paid, to the



**Agreement  
between  
COUNTY OF PUTNAM  
and  
TOWN OF PHILIPSTOWN**

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WHEREAS, the parties herein recognize a need for linkage to County and other governmental agencies for residents of the TOWN who are over the age of 60 years; and

WHEREAS, the TOWN agrees that an Outreach Worker provided by the COUNTY to the TOWN in order that such linkage be provided to residents of the TOWN who are over the age of 60 years, as more fully described herein, is in the best interests of the TOWN.

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The COUNTY shall be responsible for the payment of the Outreach Worker's salary and benefits, including training expenses and other related costs, over and above the sums payable to the COUNTY by the TOWN under this Agreement. Additionally, to the extent the Outreach Worker is required to use his/her personal vehicle in the performance of his/her duties under the terms of this Agreement, the COUNTY shall reimburse the Outreach Worker for such expenses at the current Internal Revenue Service approved mileage rate.

Any and all requests for payment to be made will be submitted on properly executed claim forms (or invoices) of the COUNTY and paid only after approval by the Director of the Office for Senior Resources or his/her duly authorized representative.

The COUNTY'S files and records reasonably pertinent to this Agreement shall be kept in accordance with sound accounting practices and each transaction shall be fully documented. Should the TOWN request such files and records, the COUNTY shall provide the files and records to the TOWN within ten (10) business days of the TOWN'S request.

SIXTH: The work to be performed pursuant to the terms of this Agreement will commence promptly upon assignment by the Director of the Office for Senior Resources or his/her duly authorized representative and will be conducted in the best interest of the parties.

SEVENTH: It is understood and agreed by and between the parties hereto that payment by the TOWN under the terms of this Agreement is a material element of this Agreement. Any failure to provide said payment will be deemed a material breach and this Agreement will

its employees, partners, associates, subcontractors and others employed to render the services hereunder, as applicable.

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

TWELFTH: TOWN agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the County of Putnam and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof, unless that liability was created by the sole and exclusive negligence of the COUNTY. The TOWN further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

THIRTEENTH: 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.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail, postage pre-paid, to the



EIGHTEENTH: Unless specifically provided by law, electronic signatures may be 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. Moreover, this contract shall not be deemed effective until fully executed by the TOWN, the required COUNTY signatories and the County Executive.

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

Date  
\_\_\_\_\_

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

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

***ACKNOWLEDGMENT OF TOWN:***

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ 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

**RESOLUTION # -2021**

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

**RESOLVED**, that the Town Board hereby accepts the proposal and authorizes Supervisor Shea to sign said proposal for legal services from Thomas, Drohan, Waxman, Petigrow & Mayle, LLP as counsel to the Town of Philipstown, to serve at the pleasure of the Town Board; said attorney to be compensated at the rate of \$220.00 per hour for attorneys and \$95.00 per hour for paralegal services for 2022.

THOMAS, DROHAN, WAXMAN, PETIGROW & MAYLE, LLP

ATTORNEYS AND COUNSELLORS AT LAW  
2517 ROUTE 52  
HOPEWELL JUNCTION, NEW YORK 12533

JAMES P. DROHAN  
DANIEL PETIGROW  
STUART S. WAXMAN\*  
NEELANJAN CHOUDHURY  
DAVID H. STRONG\*\*  
MELISSA N. KNAPP\*\*  
STEVEN L. BANKS  
ALLISON E. SMITH

PAMELA D. BASS\*\*  
CONOR C. HORAN  
NICHOLAS A. SMARRA\*\*  
GREGORY R. PICCIANO

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

OF COUNSEL  
JUDITH CRELIN MAYLE  
D'ANDREA & GOLDSTEIN  
JOAN M. GILBRIDE

Telephone: (845) 592-7000  
Fax: (845) 592-7020

www.tdwpm.com

October 7, 2021

VIA FIRST-CLASS MAIL

Mr. Richard Shea  
Supervisor  
Town of Philipstown  
P.O. Box 155  
Cold Spring, NY 10516

**Re: Proposal for Legal Services - 2022**

Dear Mr. Shea:

At about this time each year, we advise clients of any anticipated changes in fees for the coming fiscal year. For the upcoming fiscal year, January 1 through December 31, 2022, we are proposing a five dollar increase in our hourly attorney rate; from \$215 to \$220 per hour. The rate for paralegal services would remain at \$95 per hour.

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

We look forward to our continued relationship with the Town of Philipstown.

Sincerely,



Melissa N. Knapp

MNK/al

**ACCEPTED AND AGREED TO:**  
TOWN OF PHILIPSTOWN

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

Dated: \_\_\_\_\_

THOMAS, DROHAN, WAXMAN, PETIGROW & MAYLE, LLP

ATTORNEYS AND COUNSELLORS AT LAW  
2517 ROUTE 52  
HOPEWELL JUNCTION, NEW YORK 12533

JAMES P. DROHAN  
DANIEL PETIGROW  
STUART S. WAXMAN\*  
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DAVID H. STRONG\*\*  
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NICHOLAS A. SMARRA\*\*  
GREGORY R. PICCIANO

\*ADMITTED IN NEW YORK AND NEW JERSEY  
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OF COUNSEL  
JUDITH CRELIN MAYLE  
D'ANDREA & GOLDSTEIN  
JOAN M. GILBRIDE

Telephone: (845) 592-7000  
Fax: (845) 592-7020

www.tdwpm.com

October 7, 2021

VIA FIRST-CLASS MAIL

Mr. Richard Shea  
Supervisor  
Town of Philipstown  
P.O. Box 155  
Cold Spring, NY 10516

*Re: Proposal for Legal Services - 2022*

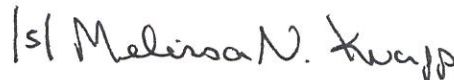
Dear Mr. Shea:

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

We look forward to our continued relationship with the Town of Philipstown.

Sincerely,



Melissa N. Knapp

MNK/al

**ACCEPTED AND AGREED TO:**  
TOWN OF PHILIPSTOWN

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

Dated: \_\_\_\_\_