

**Town Board Monthly Meeting**

**May 5, 2022 7:30 pm**

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

**PHILIPSTOWN DEPOT THEATER MEETING**

**SALUTE TO THE FLAG**

**APPROVAL OF MINUTES**

- **Monthly Meeting – March 3, 2022**
- **Public Hearing – LL#1-2022 – March 3, 2022**
- **Workshop Meeting – March 23, 2022**
- **Workshop Meeting – April 20, 2022**

**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 adopting LL #1-2022 – “A Local Law To Amend Town of Philipstown Town Code Chapter 82, entitled ‘Energy Conservation’ to update the provisions thereof regarding the State Energy Conservation Code”. (Roll Call Vote)**
- 2. Resolution authorizing the purchase of a Kubota KX080-4S2R3A Excavator in the amount of \$117,841.72 off the public bid contract awarded to Westchester Tractor, Inc. for the Highway Department. (Roll Call Vote)**
- 3. Resolution authorizing the purchase of a 2022 Miller Curber MC550 for the Highway Department in the amount of \$10,600.00 through Hoffman Equipment. (Roll Call Vote)**
- 4. Resolution appointing Adam Hotaling as Acting Highway Superintendent to serve the remainder of the term which expires 12/31/2023. (Roll Call Vote)**
- 5. Resolution authorizing the purchase of a diagnostic computer system from MATCO Tools for the Highway Department in the amount of \$8999.95.**
- 6. Resolution authorizing the Supervisor to sign the Elevator Service Agreement from TK Elevator Corporation for the elevator in the Town Hall.**

7. **Resolution approving the following one (1) Change Order for the proposed Highway Department Headquarters in the amount of \$10,955.62:**
  - **Additional electrical work required for Radio Communication Equipment – EC-CO-01 – E-J Electric Installation Co. - \$10955.62**
8. **Resolution approving the following one (1) Change Order for the proposed Highway Department Headquarters in the amount of \$1,615.75:**
  - **Additional electrical work required for Entry Card Reader – EC-CO-02 – E-J Electric Installation Co. - \$1615.75**
9. **Resolution approving the following one (1) Change Order for the proposed Highway Department Headquarters in the amount of \$16,108.26:**
  - **Additional fire alarm equipment – EC-CO-03 – E-J Electric Installation Co. - \$16108.26**
10. **Resolution approving the following one (1) Change Order for the proposed Highway Department Headquarters in the amount of \$28,479.38:**
  - **Additional Excavation for Foundations – GC-CO-02 – ML, Inc. - \$28479.38**
11. **Resolution approving the following one (1) Change Order for the proposed Highway Department Headquarters for a credit in the amount of \$14,414.95:**
  - **Elimination of Jib Crane – GC-CO-03 – ML, Inc. - \$14414.95**
12. **Resolution authorizing the Supervisor to sign the 2021 Sponsor Authorization Form for the Service Award Program for the Garrison Volunteer Ambulance Corps.**
13. **Resolution accepting the Tax Collection System Upgrade proposal in the amount of \$5800.00 from Software Consulting Associates.**
14. **Resolution authorizing the purchase of a 3D Bas-Relief Carved, Bronze or Brass-Plated Town of Philipstown Seal in the amount of \$2250.00.**
15. **Sean Conway to discuss his proposal to display a Progress Pride flag at Town Hall.**
16. **Discussion of the proposed statute that would amend the general municipal law, the civil service law, the retirement and social security law and the public health law in relation to emergency medical services.**
17. **Discussion regarding ARPA funding & proposed community-based projects.**
18. **Schedule Workshops/Meetings.**
  - **Regular Monthly Meeting – June 2, 2022**

**19. Code Enforcement Monthly Report**

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

**AUDIENCE**

**VACANCIES - 0**

**APPROVAL OF VOUCHERS**

General	Highway	CVPD	CVWD
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**ADJOURNMENT**

MEMORANDUM TO THE PHILIPSTOWN TOWN BOARD  
Re: PHILIPSTOWN DEPOT THEATRE INC. ("PDT")  
April 7 2022

Special Meeting

Under PDT's By-laws, at a special meeting the Members of the corporation (the Town Board plus one member of the Recreation Commission, currently Claudio Marzollo, and one appointee from the PDT Directors, currently Steve Ives) may elect new members to the Board of Directors.

The PDT Board has nominated the following individual:

Damian McDonald, 460 E Mountain Rd N, Cold Spring.

**AGENDA**

(Supervisor Van Tassel Presiding):

1. Call to Order
2. Ascertain presence of a quorum (at least 4 of the 7 Members)
3. Nominations for directors

Resolution:

RESOLVED, that the following individual be elected director of the corporation.

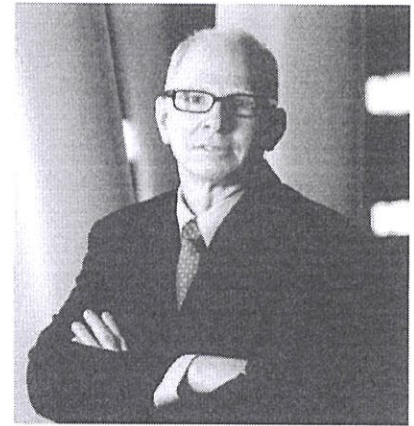
Damian McDonald, 460 E Mountain Rd N, Cold Spring.

**VOTE**

4. Adjourn

# Damian W. McDonald

- Occupation: Retired, Chief Information Security Officer & Certified Information Systems Security Professional working primarily in the Medical Technology Industry
- Residence: Moved to Cold Spring from Cortlandt Manor in 2000  
Has resided at 460 East Mountain North for 22 years
- Background: Passionate about the Performing Arts, Lighting, Sound Reinforcement, photography and cybersecurity.  
Avid volunteer and father of two children (age 24 and 20), both of whom were involved in Theatre tech at Haldane.  
Strong believer in giving back to the community and the need to support local organizations.



## Relevant Work

### Depot Theatre

- Has supported numerous Depot Theatre events over the years as a volunteer running sound and by loaning sound equipment and technical expertise
- Recently worked with the Depot Theatre to design and install a new sound and video system
- Has worked extensively with the past two technical directors to assist with the upgrade and maintenance of the Depot's lighting and sound systems

### Haldane Parent / Volunteer

- Currently leads Haldane's Tech Crew, teaching students about lighting, sound and theatre technology
- Has supported Haldane's drama productions for the last 16 years
- Provided sound and lighting assistance for Haldane's school concerts for the past 20 years
- Assisted with the design and installation of Haldane's lighting and sound system revamp in 2016
- Member of Haldane's Technology Committee

### Community Day / July 4th

- Volunteer - Provided sound reinforcement and lighting for community day at dockside 2009-2012, 2016

### Summer Concert Series

- Provided sound reinforcement and loan of sound equipment for Cold Spring's summer concert series for a number of years

### Other Community Support

- Provided volunteer technical support, sound, lighting for many local organizations and events - Glynwood, Hudson Highlands Land Trust, St. Philips, Pinewood Derby, Chapel Restoration, Garrison School, Beacon July 4th, Poughkeepsie Day School

The Town Board held their Monthly Meeting on the above date at 7:43 p.m. at the Philipstown Town Hall, 238 Main Street, Cold Spring, NY.

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

**ABSENT:**

Supervisor Van Tassel opened the meeting with the Salute to the Flag. The Supervisor asked everyone to remain standing to observe a moment of silence for those suffering in Ukraine.

**APPROVAL OF MINUTES**

Minutes of the Regular Monthly meeting of February 3, 2022.

Councilman Flaherty made a motion, seconded by Councilman Angell, that the Minutes of the Regular Monthly meeting are hereby approved as presented.

Minutes of the Workshop meeting of February 9, 2022.

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

**COMMITTEE REPORTS**

**CONSERVATION BOARD** – Councilman Angell reported that the CB met on February 8th. This was the first meeting with new member, Scott Silver, who is also the director of the Audubon Constitution Marsh, bringing a lot of knowledge and experience to the board. This was also the first meeting with new Chair, Andy Galler. Agenda items included the Pierce project, the Koos project, and Surprise Lake Camp.

The next Conservation Board meeting is scheduled for March 8<sup>th</sup>.

**RECREATION** – Councilwoman Farrell reported the Recreation Commission met on February 22<sup>nd</sup>. She explained that masks are no longer required but anyone who wishes to still wear one may do so. Summer Camp information will be available on March 7<sup>th</sup> and enrollment begins March 21<sup>st</sup> for residents and the 28<sup>th</sup> for non-residents. The Recreation Department is also recruiting for camp counselors, the deadline to apply is tomorrow.

**PHILIPSTOWN HUB** – Councilwoman Farrell read the following letter from Executive Director Danielle Pack-McCarthy:

Supervisor Van Tassel stated that Danielle is a personal friend of his and he can not say enough about her. This whole thing started with Legislator Montgomery and Danielle was selected to be the hub director and it would not be in the position it is today without her at the wheel. He added, she has assured him that she will stay as long as needed until someone is found to fill the position.

**PLANNING BOARD** - Councilman Flaherty reported the Planning Board met on February 17<sup>th</sup> via Zoom and in person.

- Correspondence – LL#1-2022 referral from Town Board
- Old Business:
  - o Sandlon & Wenske, 825 Route 9D
  - o Cedar Hill Landscaping, Depaolis, 18 East Mtn Rd N
- New Business: None
- Public Hearings:
  - o Golinczak, Crest Road
  - o Garrison Golf Club PDD/HVSF, 2015 Route 9

The next meeting is scheduled for March 17<sup>th</sup> and will be a hybrid meeting, both in person and on Zoom.

**ZONING BOARD** – Councilwoman Cotter reported that she attended her first meeting last month. There was one application on the agenda which was deemed complete and will be back in front of the board at the next meeting.

The next meeting is scheduled for March 14<sup>th</sup> and will be held in person.

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

**BUILDING & LAND ACQUISITION** – Supervisor Van Tassel reported he met with Tom Chesser, the project manager, and Carl Frisenda about a crane that was to be part of the plan and has now been eliminated. He stated the last he heard is end of May for a final steel delivery but it could be updated to April.

**CEMETERY COMMITTEE** – Councilwoman Cotter reported she met with Mr. Lake and once the ground softens he looks to continue his repairs.

**PC LEGISLATOR** – Legislator Montgomery was unable to attend the meeting.

**TOWN OF PHILIPSTOWN  
MONTHLY REPORT OF TOWN SUPERVISOR  
MONIES RECEIVED AS OF DECEMBER 2, 2021**

**GENERAL & PART-TOWN FUNDS**

Justice Fees 10/21	8,823.00
Justice Fees 10/21	9,440.00
Bldg Fees 10/21	20,655.00
TC Fees 10/21 dogs	275.00
TC Fees 10/21	352.25
PC Mat Tax	362,493.08
IRS Credit	46.21
Rec Fees 9/21	62,237.32
Rec Fees 10/21	19,946.53

**HIGHWAY**

PC Gas	391.66
PC Gas	2,158.46
PC Gas	680.68
PC Gas	2,451.88
Gen Gas	641.88

**CONTINENTAL VILLAGE WATER DISTRICT**

**CONTINENTAL VILLAGE PARK DISTRICT**



Supervisor Van Tassel stated Michael Cunningham, Director of Putnam County Office of Senior Resources, was here at his request to explain to the board how, even though the open position has not been filled, the money that Philipstown contributes is still being put to good use for the seniors of Philipstown.

Mr. Cunningham thanked the Supervisor for the opportunity to come speak this evening and offer a little background about this position and how it fits into their overall services in Putnam County. He stated that Putnam County has the largest aging population and also the fastest growing aging population in New York state. He stated that their target is the older segment of the aging population, more importantly those that may be frail, homebound, or in greater need of transportation, etc. One of the things that really hit home during the pandemic was that isolation is very bad for your health. He stated that the pandemic forced them to shut down the senior centers for about 14 months and that was a very difficult period. It had a big impact because this vacancy we're talking about really began right around that time and the incumbent had some serious health issues and unfortunately succumbed to those; it has been very difficult to replace Ed. Mr. Cunningham explained that it has been very difficult to recruit people. They did try to fill the position and interviewed a number of candidates. A number of those candidates were offered the position, some from within Philipstown but the position remains vacant.

Mr. Cunningham explained that although there is this vacancy, there was really no disruption of services, not only to the seniors here in Philipstown, but the whole county. One of the biggest things that occurred during this pandemic period and during this vacancy was the fears and concerns that seniors had regarding COVID and so they have spent much time on the phone, pulling people out of their normal routines and job functions, just to be able to accommodate the questions that people were having. Then once the vaccines became available "all hell broke loose" because they were getting swamped with calls from not only the seniors but their caregivers and family members as well. He said it was an incredible experience as people that they had never been in touch with before sort of discovered these services that we have available.

In short, Mr. Cunningham explained that even though this position has not been filled, there was no shortage of responsiveness to any of the seniors, in particular the seniors in the Town of Philipstown.

Councilwoman Farrell expressed her appreciation for all the work they have been doing with the aging population, especially during the pandemic. She questioned if this position is full time because Philipstown puts \$15,000 into the budget for it, but she heard that it is \$30,000 for a full-time position. Mr. Cunningham responded that it is a full-time position and acknowledged that is pretty low for a full-time position. Councilwoman Farrell stated that is quite low for a full-time position. Mr. Cunningham stated it is a good job, convenient hours. It is a civil service position so there is a lot of stability along with benefits. He stated there has been very little turnover in the positions as they have filled them over the years.

Mr. Cunningham explained that they recently also had another person retire and they are filling that position. During the interim, they are going to split it between the other side of the county and here. That person will be starting in the coming weeks and part of their learning will be working here in the Town of Philipstown.

Mr. Cunningham reiterated that although this position has been vacant, the service to our seniors has not diminished; they have been able to redeploy people from other functions to continue to meet the need.

Councilman Angell stated it is very important not to treat this as just a service that gets spread across a number of positions and to have a local person here that the seniors know is working to identify the people that aren't being served. He encouraged the count to amp up the search for someone to fill this position and help the people that are most vulnerable in our community.

**Heidi Wendel:** Ms. Wendel asked if the County employs the HHA's. Mr. Cunningham responded no and that they go through an outside agency. Ms. Wendel questioned how much those HHA's are paid.

Mr. Cunningham stated that has been the issue for the workforce crisis; many of them are getting \$10 or \$12 an hour. He continued, they have been working on a program to get some additional funding to raise the rate to something that is much more competitive and compelling.

## **AGENDA**

- 1. Resolution authorizing Supervisor Van Tassel to sign the Filming Permit for Picrow Streaming for filming scheduled for February 28, 2022 at 15 Peacock Way & 1611 Route 9 in Garrison. (Nunc Pro Tunc)**

### **RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor Van Tassel to sign the Filming Permit for Picrow Streaming for filming scheduled for February 28, 2022 at 15 Peacock Way & 1611 Route 9, Garrison.

- 2. Resolution approving the Garrison Volunteer Ambulance Corps 2021 Ambulance Company Posting Certification for the Length of Service Award Program.**

### **RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby approves the Garrison Volunteer Ambulance Corps 2021 Company Posting Certification and Sponsor Approval Form for the Length of Service Award Program.

- 3. Resolution accepting the resignation of Highway Superintendent Carl Frisenda effective March 31, 2022.**

Supervisor Van Tassel read the resignation letter from the Highway Superintendent. He stated that Mr. Frisenda has been an amazing, cooperative leader of the Highway Department. He has given his time and expertise to this job and the board is sad to see him go. Adam Hotaling, the current deputy, is just as cooperative and capable as Carl but does not want the appointment to the position and will stay on as deputy. The Board wished Mr. Frisenda and his family the best and thanked him for his time with the Town.

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby accepts the resignation of Highway Superintendent Carl Frisenda effective March 31, 2022.

**4. Resolution reappointing the following to the Planning Board:**

- **Neal Zuckerman**

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby appoints the following to the Planning Board for a four (4) year term:

Neal Zuckerman      PB                      4-year term expiring March 31, 2026

**5. Resolution reappointing the following to the Zoning Board of Appeals:**

- **Robert Dee**

**RESOLUTION # -2022**

The following Resolution was presented by Councilwoman Cotter, seconded by Councilman Angell and unanimously carried;

**RESOLVED**, that the Town Board hereby appoints the following to the Zoning Board of Appeals for a five (5) year term:

Robert Dee      ZBA                      5-year term expiring March 31, 2027

**6. Resolution reappointing the following to the Conservation Board:**

- **Krystal Ford**
- **Robert Repetto**
- **Scott Silver**
- **Andy Galler**

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby appoints the following to the Conservation Board for a two (2) year term:

Krystal Ford	CB	2-year term expiring March 3, 2024
Robert Repetto	CB	2-year term expiring March 3, 2024
Scott Silver	CB	2-year term expiring March 3, 2024
Andy Galler	CB	2-year term expiring March 3, 2024

**7. Resolution appointing Andy Galler Chair of the Conservation Board.**

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby appoints Andy Galler Chair of the Conservation Board.

**8. Schedule Workshops/Meetings.**

- **Workshop – Fjord Trail – March 23, 2022 @ 7:30pm**
- **Regular Monthly Meeting – April 7, 2022**

**9. Code Enforcement Monthly Report**

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

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

Supervisor Van Tassel stated that he met with the County Executive last week to discuss the Senior Outreach Worked and while there he mentioned the ARPA funding. He stated the meeting was an hour and a half and that the County Executive was very receptive, cordial and sincere. The Supervisor stated he explained the situation with the Garrison Landing Water District, how it has cost us in excess of \$800,000 buying water over the last four years. In her description, this is a perfect project to partner with us to utilize ARPA funds. The Town is looking to tie into the existing water system at the Recreation Center, which is about 4,500 feet away. The estimate by our Town Engineer, Ron Gainer, is about \$860,000 which far exceeds our ARPA money. The Supervisor is confident that we will see some funds from the County to help with this project.

Supervisor Van Tassel reported that the County Executive was also looking for projects towards improving mental health in Philipstown so he connected her with the Hub and hopefully they will get some added funding.

Councilman Angell reported that, after consulting with the Supervisor, put forward a proposal for a food security initiative in Philipstown that he has been working on with Cornell Cooperative Extension and Second Chance foods because Putnam County has \$19 million in ARPA funding. Supervisor Van Tassel stated that he conveyed to the County Executive that Philipstown is 10% of the population and if we were to receive \$1.9 million (10% of that funding) it would be wonderful to distribute that between the town and the two villages. The Supervisor suggested they will start making some decisions by the end of March as to where the funding is going.

Councilman Flaherty reported, in regard to the GLWD, that they have gotten Board of Health approval to drill another well across the street in the interim because even if we do get this money, we don't know how long it is going to take to get this project up and going completely, so it is necessary to look at other options. Supervisor Van Tassel supports this as well.

Councilwoman Farrell acknowledged the retirement of Leonora Burton.

Councilwoman Cotter encouraged residents to attend Recreation Committee meetings to start a discussion about a multi-use facility for the Town of Philipstown.

Resident Ryan Swann stated he is on the little league board and this year there are approximately 200 kids signed up to play which will be about 25 teams and they are very tight on space. He welcomes a discussion about a town multi-use facility.

Maggie Valentine reiterated Mr. Swann's statement that there needs to be more space for these activities. As the CYO coordinator, she thanked Amber Stickle for allowing the use of the Recreation Center for both practices and games.

## **AUDIENCE**

## **VACANCIES**

There are currently no vacancies.

## **APPROVAL OF VOUCHERS**

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

Regular Monthly Meeting  
March 3, 2022

Councilman Flaherty made a motion, seconded by Councilwoman Farrell 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 Angell 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, Councilwoman Farrell made a motion, seconded by Councilman Angell, to close the monthly meeting at 9:08.

Respectfully submitted by,

Tara K. Percacciolo  
Town Clerk

The Philipstown Town Board held a Public Hearing on the above date at 7:40 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York 10516. The purpose of the Hearing was to hear comments for/against **A PROPOSED LOCAL LAW ENTITLED “A Local Law To Amend Town of Philipstown Town Code Chapter 82, entitled 'Energy Conservation' to update the provisions thereof regarding the State Energy Conservation Construction Code”.**

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

Town Clerk Percacciolo read the notice of public hearing.

Supervisor Van Tassel explained this process was started by our Energy Smart Community with Krystal Ford and is continuing our direction in being a greener community. He stated that Philipstown seems to be ahead of the curve with a lot thanks to our great volunteers and workers that help us get these programs going.

Greg Wunner, Code Enforcement Officer, was in attendance and has recently taken a course on this update. He provided the board with a handout regarding frequently asked questions on the matter.

Krystal Ford explained what’s great about this code is that it will help increase people’s comfort in their homes, reduce environmental impact and reduce operational expenses. She stated that expected payback is 6 to 8 years. Ms. Ford also explained that this is a preview of what the code is going to be like in the very near future so Philipstown is just going to be an early adopter.

Supervisor Van Tassel explained that he met with Mr. Wunner and he explained that this is really a design change; when you’re designing a new home or an addition to your home, that’s when these changes are going to be made. The Supervisor stated it is his understanding that within the next 2 to 3 years the entire state will be up to this code. He added an important thing to note is that someone would have to renovate more than 50% of your home to trigger this code.

The Supervisor opened the floor for public comment.

Tara Vamos: Ms. Vamos stated this is the right move and is in favor of adopting this change. She stated we are in a fairly desperate position as far as climate and this is an easy ask.

Ethan Timm: Mr. Timm stated he is an architect in Nelsonville. He explained his belief that it is good for people to voluntarily do this type of additional work but that it does need to be code driven. He stated it is important for the code to be progressive in terms of energy use.

Catherine Serreau-Thompson: Ms. Serreau-Thompson stated that what is relevant has already been said but she is also in favor of approving this. She stated we live in very urgent times and every measure that can be taken in a timely fashion is important and is our responsibility.

Paul Thompson: Mr. Thompson stated he is also in favor of this being adopted. He stated it's a win-win situation in terms of reducing carbon emissions as well as saving people money. He explained that the data proves the payback periods are pretty short.

Heidi Wendell: Ms. Wendell stated she is in full support of this provision and thanked the board for taking the time to consider it.

Supervisor Van Tassel clarified that this is only for the town and will not apply to the villages; they would have to adopt this provision as well in order to make it law there.

Councilman Flaherty commented that people are going to build no matter what therefore he does not believe that this will prevent someone from coming to Philipstown to build a home. He believes this provision may be enticing for some.

Councilwoman Farrell stated she is in agreement with all that was said; it is a win-win for homeowners, the town and the environment.

Councilman Angell stated he lives in an old house in Garrison and wished this was in place previously.

There being no further comments from the public, Councilman Flaherty made a motion, seconded by Councilwoman Farrell, to close the Public Hearing at 7:42 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 7:30 p.m. at the Philipstown Town Hall, 238 Main Street, Cold Spring, New York.

**PRESENT:**

John Van Tassel	Supervisor
Robert Flaherty	Councilman
Judy Farrell	Councilwoman
Megan Cotter	Councilwoman

**ABSENT:** Jason Angell Councilman

**AGENDA**

Supervisor Van Tassel opened the meeting with the Salute to the Flag.

- 1. Resolution authorizing the Supervisor to sign the Continental Village Fire Department contract for 2022.**

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor and the Town Board to sign the contract for the Continental Village Volunteer Fire Department, Inc. for fiscal year 2022 as approved in the Final Budget adopted by the Town Board on November 17, 2021.

- 2. Resolution authorizing a donation in the amount of \$300.00 to the Nelsonville Fish & Fur Club for this years "Annual Kids Fishing Day" scheduled for May 1, 2022.**

**RESOLUTION # - 2022**

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

**RESOLVED**, that the Town Board hereby authorizes a donation in the amount of \$300.00 to the Nelsonville Fish & Fur Club for this years "Annual Kids Fishing Day" scheduled for May 1, 2022.

- 3. Resolution authorizing Supervisor Van Tassel to sign the Putnam County Real Property Tax Service Contract for 2022.**

**RESOLUTION # - 2022**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor Van Tassel to sign the Putnam County Real Property Tax Service Contract for 2022.

- 4. Resolution accepting the resignation of Anthony Galfano & Frederick Romer from the Continental Park District Advisory Committee effective immediately.**

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby accepts the resignation of Anthony Galfano & Frederick Romer from the Continental Park District Advisory Committee effective immediately.

Town Clerk Percacciolo was excused from the meeting at 7:33 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:**

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

**ABSENT:** Megan Cotter Councilwoman

**AGENDA**

- 1. Resolution approving the purchase estimate from GMI Inc. in the amount of \$6765.00 for the furnishing and installation of shades for the second floor of the Town Hall.**

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby approves the purchase estimate from GMI Inc. in the amount of \$6765.00 for the furnishing and installation of shades for the second floor of the Town Hall.

- 2. Resolution approving the purchase estimate for sash lifts for the Town Hall in the amount of \$639.60.**

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby approves the purchase estimate for sash lifts for the Town Hall in the amount of \$639.60.

- 3. Resolution authorizing the Supervisor to sign the IMA with the Village of Cold Spring for Code Enforcement services. (Roll Call Vote)**

**RESOLUTION # -2022**

WHEREAS, the Town Board has before it a proposed Intermunicipal Agreement for shared Building Inspector Services with the Village of Cold Spring; and

WHEREAS, the Town Board is willing to have the Town Building Inspector provide building inspection and code enforcement services for the Village of Cold Spring under the terms and conditions set forth in the said Intermunicipal Agreement;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby approves the proposed Intermunicipal Agreement with the Village of Cold Spring for shared Building Inspector Services; and

2. That the Town Supervisor is authorized to execute the said Intermunicipal Agreement and any documents necessary to carry out the terms and provisions thereof.

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

The vote on the foregoing resolution was as follows:

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

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

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

Megan Cotter, Councilwoman, voting \_\_\_\_\_ ABSENT \_\_\_\_\_

John Van Tassel, Supervisor, voting \_\_\_\_\_ AYE \_\_\_\_\_

**4. Resolution formally requesting that Metro North keep the Breakneck Ridge Station closed until the Breakneck Connector is complete.**

**RESOLUTION # - 2022**

WHEREAS, Breakneck Mountain and the attendant hiking trails are located partly in the Town of Philipstown; and

WHEREAS, every year emergency services from the Town of Philipstown are burdened with providing rescue assistance to persons climbing Breakneck Mountain and using the said hiking trails; and

WHEREAS, the Hudson Highland Fjord Trail is currently under construction and, when completed, it will provide a significant alternative for hikers rather than ascending Breakneck Mountain and travelling the mountain trails; and

WHEREAS, the Breakneck Ridge station on Metro-North Railroad's Hudson Line is a seasonal (weekends and holidays) train stop which is a significant entry point for hikers traveling to and from Breakneck Mountain and the local hiking trails; and

WHEREAS, it would greatly alleviate the anticipated annual strain on the Town's emergency services if Metro-North Railroad would postpone opening the Breakneck Ridge train station to the public until the Hudson Highland Fjord Trail is operational;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town of Philipstown thanks Metro-North Railroad for agreeing to postpone opening the Breakneck Ridge station to the public until at least late May; and
2. That the Town of Philipstown requests that Metro-North Railroad further postpone opening the Breakneck Ridge station to the public until such time as the Hudson Highland Fjord Trail is at least partially functioning.

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 \_\_\_\_\_

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

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

Megan Cotter, Councilwoman, voting \_\_\_\_\_ ABSENT \_\_\_\_\_

John Van Tassel, Supervisor, voting \_\_\_\_\_ AYE \_\_\_\_\_

**5. Resolution approving the rate increase from \$125.00/hr. to \$150.00/hr. for Angel Falcon for Special Prosecutorial Services. (Nunc Pro Tunc)**

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby authorizes the rate increase for Angel Falcon for Special Prosecutorial Services from \$125.00/hr. to \$150.00/hr.

**6. Resolution of support for the passing of the NY-NJ Watershed Protection Act. (Roll Call Vote)**

**Resolution No. -2022**

**RESOLUTION REGARDING NY-NJ Watershed Protection Act: H.R. 4677**

WHEREAS, New York Congressman Tonko has proposed the NY-NJ Watershed Protection Act, a unique federal investment program to authorize \$50 million of federal funds to protect and restore all watersheds, including the Hudson River Watershed, that flow into New York-New Jersey Harbor and

WHEREAS, The Act has unanimous support among the Hudson Valley's Congressional delegation; and,

WHEREAS, the Act would provide benefits to diverse stakeholders such as the protection of fisheries and wildlife, conservation of natural resources and public and private lands, critical urban greenspaces, ocean and coastal resources, and various opportunities to improve the quality of life for community members throughout the region; and

WHEREAS, Philipstown is part of the Hudson Valley Region and the proposed NY-NJ Watershed Act will provide enormous economic and environmental benefits locally, regionally and nationally; and

WHEREAS, watersheds provide drinking water, tourism and outdoor recreation, economic opportunities, as well as sustain fisheries, critical wildlife and provide vital infrastructure from flooding and rising sea levels; and

WHEREAS, the Act would provide matching funds to achieve the goals of New York State Department of Environmental Conservation's Hudson River Estuary Program, a state program that has greatly benefitted Hudson Valley communities; and,

WHEREAS, the Act would fund shoreline management and restoration within the watersheds,

WHEREAS, as an elected body tasked with protection and safeguarding irreplaceable water-connected resources and nature-based flood hazard mitigation measures that are essential to protect human life and infrastructure; and

WHEREAS, this Act would direct the Secretary of the Interior to enhance collaboration and coordinate restoration activities at all levels of government to protect fish and wildlife habitats, endangered species, improve water quality, increase public access to the estuary, mitigate flood risks, and develop public outreach and educational activities; and

WHEREAS, many residents of the region of the NY-NJ Watershed live in communities lacking environmental justice, where access to and enjoyment of fish, wildlife, clean water, and other natural resources have been impaired or compromised, federal funding is necessary to mitigate these long overdue environmental and social issues; and

WHEREAS, Philipstown and the Hudson Valley would benefit from the Act as it would establish beneficial programs and award grants to help fund valuable restoration projects in our local community; and

WHEREAS, Philipstown is a leading climate smart community that its residents depend on and rely on for its protection of natural resources; and Philipstown must uphold its duty to protect the community's access to drinking water and natural resources; and

WHEREAS, Philipstown has an opportunity to be a social and environmental leader of the state, by supporting the NY-NJ Watershed Protection Act, providing the opportunity to lead by example and facilitate much needed change; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of Philipstown supports the passing of the NY-NJ Watershed Protection Act.

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

The vote on the foregoing resolution was as follows:

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

Megan Cotter, Councilwoman, voting \_\_\_ABSENT\_\_\_\_\_

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

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

John Van Tassel, Supervisor, voting \_\_\_AYE\_\_\_\_\_

**7. Resolution authorizing the Supervisor to sign the Intermunicipal Agreement for Shared Use of Equipment between the Town of Philipstown and the Village of Croton, Village of Buchanan, City of Peekskill and the Town of Cortlandt for 2022.**

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to sign the Intermunicipal Agreement for Shared Use of Equipment between the Town of Philipstown and the Village of Croton, Village of Buchanan, City of Peekskill and the Town of Cortlandt for 2022.

**8. Approval of Vouchers – General, Highway, CVPD, CVWD.**

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

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

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

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

Town Clerk Percacciolo was excused from the meeting at 7:52 p.m.

Respectfully submitted by,

Tara K. Percacciolo  
Town Clerk



## **MEMORANDUM**

May 5, 2022

**TO:** Philipstown Town Board Members

**FROM:** Adam Hotaling

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

- Crews have been busy with road repairs from the winter months:
  - Repairs to drainage, catch basins and waterways has begun
  - Filling pot holes and spot grading is in the works
- The Highway Department aided the Garrison Water District by digging a slop pit/hole to enable them to continue work on their new well. We returned again to dig for the well. Once all is said and done, crews will clean up and re-seed the area.
- FEMA reimbursement in the amount of \$52,167.11 from Hurricane IDA, was received for EMRN and EMRS flood damage.
- As a result of Hurricane IDA, a section of guide rail needed replacement on Indian Point Road, where a tree had fallen on it. New guide rail has been installed and we continue working to fix other damages which occurred during the storm while working with FEMA for reimbursement.
- We welcome a new mechanic, John Palmerton, to the Highway Crew this month.
- The Highway Department received approximately 25 phone calls/emails regarding road complaints and issues for the month of April.
- The Highway Department spent approximately \$6,100.00 in vehicle maintenance and repairs in April.

**Above monthly account submitted by:**

**Adam Hotaling**

**Highway Superintendent**

1

**RESOLUTION ADOPTING LOCAL LAW UPDATING THE STATE ENERGY  
CONSERVATION CONSTRUCTION CODE**

WHEREAS, the Town Board of the Town of Philipstown has considered the adoption of a local law entitled: “A Local Law To Amend Town of Philipstown Town Code Chapter 82, entitled ‘Energy Conservation’ to update the provisions thereof regarding the State Energy Conservation Construction Code,” and

WHEREAS, following due notice the Town Board held a public hearing on the proposed local law,

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Town Board does hereby adopt the above local law which said local law shall be effective upon referral to and approval from the State Fire Prevention and Building Code Council, after which the publication, posting and filing in the Office of the Secretary of State in Albany.

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

The vote on the foregoing resolution was as follows:

The vote on the foregoing resolution was as follows

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

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

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

Megan Cotter, Councilwoman, voting \_\_\_\_\_

John VanTassel, Supervisor, voting \_\_\_\_\_

TOWN OF PHILIPSTOWN  
LOCAL LAW NO. 1 OF THE YEAR 2022

A Local Law entitled "A Local Law To Amend Town of Philipstown Town Code Chapter 82, entitled 'Energy Conservation' to update the provisions thereof regarding the State Energy Conservation Construction Code".

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 updating the Town of Philipstown Code in regard to the State Energy Conservation Construction Code.

**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 82-2, entitled "Administration and enforcement of state", of Town of Philipstown Town Code Chapter 82, entitled "Energy Conservation " is hereby repealed and reenacted to provide as follows:

"§ 82-2 Adoption, Administration and Enforcement of Local Energy Conservation Construction Code

(A) The State Energy Code as modified in the manner contemplated by NYStretch is hereby adopted as the local energy conservation code for the Town of Philipstown.

(B) Such local energy conservation construction code shall consist of the provisions currently set forth in 19 NYCRR Part 1240 and in the publications currently incorporated by reference therein; provided, however, that the 2020 Energy Conservation Construction Code of New York State ("ECCCNYS") and the provisions of American Society of Heating, Refrigerating and Air-Conditioning Engineers ("ASHRAE") 90.1-2016 shall be deemed to be modified as follows:

(1) in each case where a section, table, or appendix in the 2018 International Energy Conservation Code ("IECC") is

modified by NYStretch, the corresponding section, table, or appendix in the 2020 ECCCNYC shall be deemed to be modified in the same manner;

- (2) in each case where a section, table, or appendix is added to the 2018 IECC by NYStretch, such section, table, or appendix shall be deemed to be added to the 2020 ECCCNYC, subject to the following exception: Section R403.6.2, which is added to the 2018 IECC by section 3.11 of NYStretch, shall not be deemed to be added to the 2020 ECCCNYC;
- (3) each section or table in ASHRAE 90.1-2016 that is modified by NYStretch shall be deemed to be so modified; and
- (4) each section added to ASHRAE 90.1-2016 by NYStretch shall be deemed to be added to ASHRAE 90.1-2016.

(C) The code shall be administered and enforced by the Town Building Inspector in the same manner, to the same extent as and in accordance with the procedure applicable to the Town's administration and enforcement of the New York State Uniform Fire Prevention and Building Code. (See Chapter 62, Building Construction and Fire Prevention.)"

#### **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.

RESOLUTION APPROVING PURCHASE OF  
HIGHWAY DEPARTMENT EXCAVATOR

WHEREAS, the Town of Philipstown wishes to purchase a Kubota KX080-4S2R3A Excavator (“the Excavator”) for the Town Highway Department for \$117,841.72 off of the public bid contract awarded to Westchester Tractor, Inc.; and

WHEREAS, the Town Board has investigated the cost of borrowing the funds for purchase of the excavator as an alternative to the proposed installment 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 Excavator does not offer any advantages over the proposed installment purchase agreement; and

WHEREAS, the Town Board finds that the proposed installment purchase agreement with KS State Bank 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 Excavator 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 the execution and delivery of the proposed installment purchase agreement with KS State Bank 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 excavator; and
3. That the Town Board hereby authorizes the Town Supervisor to execute the said contract, installment 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 \_\_\_\_\_

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

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

Megan Cotter, Councilwoman, voting \_\_\_\_\_

John VanTassel, Supervisor, voting \_\_\_\_\_

## Evaluation of Financing Alternatives Conducted Pursuant To 2 NYCRR §39.2

The Town of Philipstown proposes to purchase Kubota Excavator KX080-4S2R3A (hereinafter "the excavator") to finance the purchase through a four (4) year lease-purchase agreement with KS State Bank. Prior to approving the said lease-purchase agreement, the Town solicited financing alternatives and performed the evaluation listed below:

- (1) The estimated cost of the excavator exclusive of the financing cost, is \$117,841.72;
- (2) Theoretically, the purchase of the excavator could be financed through borrowing under the Local Finance Law. The Town's investigation into borrowing alternatives consisted of contacting JPMorgan Chase Bank, Wells Fargo, the Bank of Greene County and M&T Bank. JPMorgan Chase Bank, Wells Fargo and the Bank of Greene County do not provide financing for purchases under \$500,000;
- (3) Financing the excavator for four years through borrowing is available through M&T Bank at the best interest available would be at 5.75% for a total financing cost of \$16,940.00;
- (4) The financing costs on the lease-purchase agreement for four years @ 3.370% would be \$5,921.81;
- (5) The total cost of the excavator under the lease is \$123,763.53 as opposed to the cost of borrowing for it which would be \$134,781.72; and
- (6) The proposed lease-purchase agreement appears to be preferable to borrowing based on due consideration of the other available acquisition and financing alternatives, other administrative and management considerations with respect to the acquisition of the excavator and the successful timely utilization of such installment purchase/lease financing by the Town and other municipalities with respect to other equipment financings. The financing alternatives for the purchase of the excavator are: (1) lease/installment purchase financing pursuant to GML §109-b; (2) borrowing pursuant to the Local Finance Law; (3) the creation and funding over time of a capital reserve fund or (4) appropriation of over \$117,841.72 for the purchase in the upcoming annual budget. Alternative number "3" would not meet time constraints on the purchase and alternative number "4" is impractical and prohibited by budgetary constraints such as the 2% tax cap. Alternative number "2" could be undertaken if the Town complies with the requirements of the Local Finance Law, but the overall cost does not offer any advantage over alternative number "1" and, in fact, could prove less cost-effective in the end. Therefore, it appears that it is in the best interests of the Town to finance the acquisition of the excavator through the proposed lease/installment purchase agreement with KS State Bank.

RESOLUTION APPROVING PURCHASE OF  
HIGHWAY DEPARTMENT CURB MACHINE

WHEREAS, the Town of Philipstown wishes to purchase a new curb machine for the Town Highway Department; and

WHEREAS, the Town investigated the cost of purchasing a new curb machine by requesting proposals from Hoffman Equipment, Salsco, Inc. and John Deere; and

WHEREAS, the Town Board finds that Hoffman Equipment submitted the lowest proposal; and

WHEREAS, the Town Board wishes to purchase a 2022 Miller Curber MC550 (“the Miller Curber”) for the Town Highway Department at a total price of \$10,600.00 through Hoffman Equipment; and

WHEREAS, the Town has sufficient funds in the 2022 Highway Department budget for the cost of the said purchase;

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1. That the Town Board hereby approves the proposed purchase of the Miller Curber 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 Contract with Hoffman Equipment is in the best financial interests of the Town based on due consideration of the other vendors; and
- 3. That the Town Board hereby authorizes the Highway Superintendent to proceed with the purchase of the above machine and authorizes the Supervisor to execute any and all documents necessary to complete the purchase.

\_\_\_\_\_ 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 \_\_\_\_\_
- Megan Cotter, Councilwoman, voting \_\_\_\_\_
- John VanTassel, Supervisor, voting \_\_\_\_\_



RESOLUTION APPOINTING ADAM HOTALING AS ACTING  
HIGHWAY SUPERINENDENT

WHEREAS, the office of Highway Superintendent is an elected position in the Town of Philipstown; and

WHEREAS, in 2019 Carl Frisenda was elected to the position of Town Highway Superintendent with a term of office expiring on December 31, 2023; and

WHEREAS, Carl Frisenda has resigned from the office of Town Highway Superintendent effective March 31, 2022, as a result of which the office of Town Highway Superintendent is currently vacant;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby appoints Adam Hotaling to the position of Town Highway Superintendent to serve the existing term of office until such time as a new Highway Superintendent is elected; and

2. The Town Clerk is requested and directed to inform the County Board of Elections of the vacancy in the office of Town Highway Superintendent and to make arrangements for said elected position to appear on the ballot in the November of 2022 elections.

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

The vote on the foregoing resolution was as follows:

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

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

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

Megan Cotter, Councilwoman, voting \_\_\_\_\_

John VanTassel, Supervisor, voting \_\_\_\_\_

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby approves the purchase of a diagnostic computer system from MATCO Tools for the Highway Department in the amount of \$8999.95.



\*\*\* QUOTE \*\*\*

Matco Tools  
Keith Hogenauer  
Authorized Distributor of Matco Tools

OPEN Invoice: 69241  
Date: 04/26/2022  
Page: 1

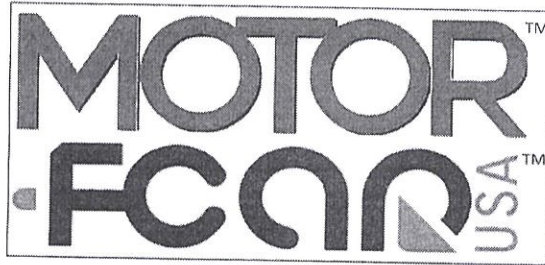
Customer:
Town of Philipstown Shop Account (920) Town of Philipstown

Distributor:
Keith Hogenauer  Business Phone: (203) 648-5539 eMail: hogenauertools@gmail.com

Item	Qty	Item Description	Amount	Comment
MDMAX4CLHD	1	MDMAX4 CARLINE HEAVY DUTY SET 4k62-28wm-e5-3nyo-7056	8,999.95	Activation Code: 4k62-28wm-e5-3nyo-7056

Purchases: 8,999.95  
Tax: 0.00  
Invoice Total: 8,999.95

\*\*\*\*\* Purchase up to \$2,500.00 worth of tools for only \$15.00 per week!!!! See me for details!!!!  
\*\*\*\*\*



INVOICE #: 092017MVS3

Date: 09-20-2017

PO #: 16786

**Invoice for: Town of Philipstown Highway Department**

Prepared for: Adam Hotaling - Deputy Superintendent of Highways  
Town of Philipstown Highway Department  
845-265-3550  
50 Fishkill Rd  
Cold Spring, NY 10516

**Pricing**

<b>FCAR F3N-</b> OEM Level scanner coverage: Heavy/Medium trucks, equipment and Domestic gasoline and diesel vehicles (Police vehicles)*	\$2,995.00
<b>Cables/Connectors</b> - Caterpillar Equipment, New 9 pin for trucks	included
<b>HBHT15</b> - Motor Heavy/Medium specification guide 1990-2015 (\$250 value)	included
<b>Motor/Fleet Cross</b> -Heavy-Med Truck <b>Repair</b> module includes 3 log-ons (1 yr service) Regular pricing \$1500 for 1 year of service	\$1,000.00
<b>Total</b>	<b>\$3,995.00</b>

Authorized/Received by: \_\_\_\_\_

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

\* 2 years of software upgrades included, 1 year Manufacturer's warranty

Any questions please call:

**Marc van Schaften**

516-668-6229

[marcvanschaften@gmail.com](mailto:marcvanschaften@gmail.com)

Please make checks payable: **MOTOR** PO BOX 117 EAST ROCKAWAY NY 11518

O'Leary Tools Inc. Antony  
845-391-9953

356 Seaman Road  
Stomville, New York 12582

Customer: Phillipstown Highway  
Department

Date: 04/29/2022  
Mac Quote # 2936

ET8150-HD	1@	\$10,999.99
	\$10,999.99	

MAC HEAVY DUTY ADV SCAN TOOL - Sale

SUB TOTAL:	\$10,999.99
TAX: 8.37%	\$921.25
Total:	\$11,921.24

=====  
**Quote**  
=====

99 |  
)  
=====

THIS IS NOT A RECEIPT  
PRICES SUBJECT TO CHANGE

6

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to sign the Elevator Service Agreement from TK Elevator Corporation for the elevator in the Town Hall.

# Platinum Service Agreement



April 05, 2022

Purchaser: Town Of Philipstown Town      Location:  
Hall  
Address: 238 Main Street      Address: 238 Main Street  
Cold Spring, NY 10516      Cold Spring, NY 10516

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

## Equipment to be Maintained

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Hydro MRL	PE1	PE1	EFE217	2	thyssenkrupp Elevator	Yes

## Scope of Work

### Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Wire Ropes
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

### Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control

# Platinum Service Agreement



Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

## **Service Requests**

This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time ("Service Requests"). Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On Overtime Service Requests TK Elevator will absorb Regular Time costs for labor and you will be responsible for the difference between the Regular Time costs and Overtime costs for labor which will be the subject of separate billing by TK Elevator. For reference, labor costs include travel time, travel expenses, and time spent on the job.

## **Testing**

### Equipment Testing

This agreement includes only the following tests:

- those annual safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

### Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.



# Platinum Service Agreement



## Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

The current standard billing rates associated with this Agreement after application of a 20.00% discount are as follows:

- Mechanic: \$401
- Mechanic OT: \$723
- Helper: \$321
- Helper OT: \$578
- Adjuster: \$451
- Adjuster OT: \$813

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

# Platinum Service Agreement



## Digital Customer Experience

### MAX - Digital Maintenance

MAX is a cloud-based Internet of Things (“IOT”) platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a “Device”). Purchaser consents and authorizes TK Elevator to (1) access Purchaser’s premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser’s own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

TK Elevator offers an additional menu of services available as outlined in the attached MAX Exhibit for your consideration and acceptance at an additional fee. The services you select will be governed by the terms and conditions of this Agreement to the extent that they do not conflict with the terms and conditions of the MAX Exhibit. In the event of a conflict, the terms and conditions of the MAX Exhibit will exclusively govern the subject matter of those terms and conditions.

### Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the “CP”) and mobile application (the “App”) which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser’s access to the CP and App if any of Purchaser’s accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

### TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled “TK Elevator Communications Services.” These additional available services involve the provision of 24/7/365 monitoring of your Units’ code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the “Communication Equipment”), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

## Contract Term, Price, Available Discounts & Payment

### Term

This Agreement is effective for 60 months starting May 01, 2022. To ensure continuous service, this Agreement will be automatically renewed for successive 60 -month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60 -month

# Platinum Service Agreement



period or at least 90-Days before the end of any subsequent 60 -month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

## Price

The price for the services as stated in this Agreement shall be \$325.00 per month, excluding taxes, payable quarterly in advance. The billed amount may vary based on discounts as accepted by Purchaser's initials below and adjustments referenced in this Agreement that are applied throughout the life of the Agreement.

## Available Discounts

Payment Plan				Contract Term			
Billing Frequency	Discount %	Monthly Discount \$	Initial to Select	Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$13		Seven (7)	2%	\$6.5	
Semi Annual	2%	\$6.5		Ten (10)	4%	\$13	
Quarterly	No Change	\$0	Current Selection	Fifteen (15)	8%	\$26	

We have included the following Digital Service Package notated below for the selected units below for an additional price of \$10.00 per month which will be billed to you separately from the price of the Agreement and will be noted as a "MAX Charge" on the invoice. The cost of the selected Digital Service Package is not subject to any discounts. See the MAX Exhibit for details or to change this selection.

We reserve the right to increase all charges under this Agreement not to exceed a total of 5.00% annually.

## Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

## Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to

# Platinum Service Agreement



immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it. If you have satisfied those conditions and we do not respond in writing or commence action to appropriately resolve your concern within that thirty (30) day period you shall then have the right to terminate this Agreement after providing our local branch manager with an additional thirty (30) days written notice via certified mail, return receipt requested, recognizing that time is of the essence with respect to this provision.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to

# Platinum Service Agreement



assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

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In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

# Platinum Service Agreement



## Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

Town Of Philipstown Town Hall (Purchaser):	TK Elevator Corporation Management Approval
By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Branch Representative)
_____ (Print or Type Name)	Tim Hind Branch Manager
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

500 Executive Blvd  
Elmsford, NY, NY 10523  
914-347-3450

Thank you for choosing TK Elevator. We appreciate your business.

Richard Kearney

# Platinum Service Agreement



## Exhibit A

### MAX

MAX is TK Elevator’s smart, machine learning Internet of Things (“IoT”) solution that has the ability to increase elevator availability and reduce out-of-service situations through real-time diagnostics. Connected 24/7/365, machine data covering topics such as door movements, trips, power-ups, car calls, and error codes is collected from MAX-connected elevators worldwide and is sent to the cloud. From there, depending on the menu of services you select below (a “Digital Service Package”), unique algorithms that are capable of analyzing that data and recognizing patterns to assist in computing the equipment’s operation and providing precise and predictive diagnostics can be delivered to the technician in near real time, indicating where intervention is needed. The Digital Service Package you select will be governed by both the terms and conditions of the Agreement covering the Units described below and this MAX Exhibit and in the event that those terms conflict, the terms and conditions of this MAX Exhibit will exclusively govern the subject matter of those terms and conditions.

With MAX, we are able to offer the following Digital Service Packages with value-added features (“features”) to your Agreement:

**The (CHECK MARKS) below indicate which features are available in each of the individual Digital Service Packages.**

	MAX Plus	MAX Pro	MAX Premium
<b>IoT Connected with MAX Virtual Coach</b> MAX device connected to Tk Elevator’s IoT-based cloud enabling near real-time status and communication. Information obtained via machine learning is sent to our technician’s mobile device with the service request to promote early diagnosis, faster fixes and reduced downtime.	✓	✓	✓
<b>Email Notifications</b> Stay informed of recent services provided via entries generated by our technicians available for your review in our customer web-based portal.	✓	✓	✓
<b>Web Portal &amp; Mobile App</b> Secure access to your account including basic unit information and historical service information via web and native Android & iOS Apps.	✓	✓	✓
<b>MAX Traffic Statistics</b> Make smarter, data-driven decisions about your building by analyzing how elevator traffic changes over time in our customer web-based portal	✓	✓	✓
<b>Real-Time Status and Failure Alerts</b> Near real-time push notifications available via a mobile App or e-mail when a MAX-enabled unit shuts down and is returned to service.	✓	✓	✓
<b>Auto Response / Dispatching</b> As soon as our MAX technology verifies a failure we will immediately respond during Regular Time or seek your authorization to respond during Overtime to get your equipment back up and running.		✓	✓



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	MAX Plus	MAX Pro	MAX Premium
<b>No Charge Running on Arrival ("ROA") Guarantee</b> Since we are monitoring your elevator's operation, we will not bill you if our technician is dispatched on regular time and finds the unit ROA or is on independent service, firefighters' service, or is the subject of an engaged stop button/feature.		✓	✓
<b>Social Distancing Service</b> When changes are made to the Controller Software or Destination Dispatching program to promote social distancing, our MAX Premium Team will monitor the traffic patterns in the building for increased demand and communicate this information back to you.		✓	✓
<b>MAX Team Monitoring</b> The MAX Premium team of experts will perform a regular review of the traffic and service history, predictive analytics and other relevant data and insights to promote optimum uptime and recommendations to keep your building moving most efficiently.			✓
<b>Predictive Intervention</b> If during its review of traffic and service history, predictive analytics and other relevant data our MAX Premium team of experts recognizes what it believes to be a certain upcoming failure on a unit we will pre-emptively dispatch a technician to investigate and address the issue. These preventative actions taken before your elevator fails will increase your equipment's uptime and reduce inconvenience.			✓
<b>Subscription Price per unit per month</b>	<b>\$10</b>	<b>\$35</b>	<b>\$95</b>

## Price, Term and Your Digital Service Package

We have included the following Digital Service Package notated below for the selected units below for an additional price of **\$10 per month which will be billed to you separately from the price of the Agreement (the "MAX Charge")**. The cost of your selected Digital Service Package is not subject to any discounts. Due to the changing nature of technology, TK Elevator reserves the right to increase the MAX Charge not to exceed a total of five percent (5%) annually.

The Digital Service Package noted below will be provided to you on a month-to-month basis and may be substituted for another package or cancelled at any time with thirty (30) days prior written notice by either Party to the other.

Building Name	Equipment Type	Nickname	Stops	MAX Plus	MAX Pro	MAX Premium
	Hydro MRL	PE1	2	Current Selection		

Unless otherwise provided for in the Agreement, any Service Requests, repairs, or maintenance initiated by the Digital Service Package shall be performed during Regular Time.

As technology changes or enhancements to our Digital Service Packages become available, TK Elevator may, in its sole discretion, change any aspect of any feature on thirty (30) days written notice to Purchaser. Such changes can include, but would not be limited to, modifying, adding or eliminating content, access to information and/or reports, application support, operating system support and other aspects that TK Elevator may deem appropriate in its sole opinion.

# Platinum Service Agreement



## Exhibit B

### TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
	Hydro MRL	PE1	Current Selection	

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

#### Phone Monitoring Service

If "Phone Monitoring" is selected for specific Units in the chart above then we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

#### Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

#### Price and Term

In light of the modifications to Agreement set forth above, you agree to an additional price of \$0 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts. Due to the changing nature of technology, TK Elevator reserves the right to annually increase the TK Elevator Communications Services Charge with such an annual increase not to exceed a total of five percent (5%) of the prior year's TK Elevator Communications Services Charge.

# Platinum Service Agreement



## TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following (911 is not sufficient, local phone numbers are required):

Police Department: ( ) -

Fire Department: ( ) -

Special instructions/remarks:

-----

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



# Customer Portal & Mobile App setup form

Name:			
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:			
Email:			
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**RESOLUTION # -2022**

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 \$10,955.62:

- **Additional electrical work required for Radio Communication Equipment – EC-CO-01 – E-J Electric Installation Co. - \$10955.62**



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 Additional Electrical Work Required for Radio Communication Equipment at  
Proposed Highway Department Headquarters

**Date:** 29 April 2022

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

Dear Members of the Town Board,

We recommend accepting Change Order EC-CO-01, dated April 18, 2022, for an additional cost of ten thousand nine hundred fifty five and 62/100 dollars (\$10,955.62).

Attached please find and review change order 01, dated December 20, 2021, submitted by E-J Electric Installation Co., the project's Electrical Contractor, for the cost of installing wiring and conduit for the requested radio communications system. (NYCOMCO will provide and install the radio equipment after building completion.) The amount of this change order has been reviewed, negotiated, and approved by The Palombo Group.

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

**PROJECT:** *(name and address)*  
 Philipstown Highway Department HQ  
 50 Fishkill Rd, Nelsonville, NY 10516

**OWNER:** *(name and address)*  
 Town Of Philipstown  
 238 Main Street  
 Cold Spring, NY 10516

**CONTRACTOR:** *(name and address)*  
 E-J Electric Installation Co  
 5 Jeanne Dr  
 Newburgh, NY 12550

**CONTRACT INFORMATION:**  
 Contract For: Electrical Work #E.1  
 Date: 7-9-2021

**ARCHITECT:** *(name and address)*  
 Highlands Architecture PLLC  
 3212 Route 9, 2nd Flr  
 Cold Spring, NY 10516

**CHANGE ORDER INFORMATION:**  
 Change Order Number: EC-CO-01  
 Date: 4-18-2022

**CONSTRUCTION MANAGER:** *(name and address)*  
 The Palombo Group  
 22 Noxon Street  
 Poughkeepsie, NY 12601

**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.)*

Owner requested work: NYCOMCO related

The original Contract Sum was	\$	320,000.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	320,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	10,955.62
The new Contract Sum including this Change Order will be	\$	330,955.62

The Contract Time will be unchanged by Zero (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 PLLC  
**ARCHITECT** *(Firm name)*  
 -See attached signatures page-

**SIGNATURE**  
 Justin R Kacur, Architect  
**PRINTED NAME AND TITLE**

**DATE:**

E-J Electric Installation Co.  
**CONTRACTOR** *(Firm name)*  
 -See attached signatures page-

**SIGNATURE**  
 Gabriel Morales, Project Manager  
**PRINTED NAME AND TITLE**

**DATE:**

The Palombo Group  
**CONSTRUCTION MANAGER** *(Firm name)*  
 -See attached signatures page-

**SIGNATURE**  
 Tom Chesser, Project Manager  
**PRINTED NAME AND TITLE**

**DATE:**

Town Of Philipstown  
**OWNER** *(Firm name)*  
 -See attached signatures page-

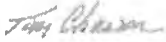
**SIGNATURE**  
 John Van Tassel, Town Of Philipstown - Town Supervisor  
**PRINTED NAME AND TITLE**

**DATE:**

## Signatures Page



Digitally signed by  
Justin R. Kacur  
Date: 2022.04.28  
08:51:06 -04'00'

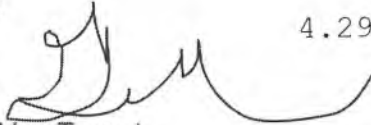


Tom Chesser/TPG  
4/28/22

EJ Electric Installations

Date:

4.29.22



John Van Tassel  
Town of Philipstown  
Date:



1001 Parkway  
New York, NY 10012  
Tel: (212) 485-1100  
Fax: (212) 485-1101  
www.ej-electric.com



Established 1899

**E-J ELECTRIC INSTALLATION CO.**

Constructing Electrical Engineers

**CHANGE ORDER REQUEST PROPOSAL**

<b>Project:</b> Philipstown Highway Department HQ	<b>Date:</b> 12/20/21
<b>E-J Job#:</b> 210360	<b>COR #:</b> 1

<b>Client Project No.</b> 126482	<b>Cust Ref#:</b> 0
----------------------------------	---------------------

<b>TO:</b> Tom Chesser <b>FIRM:</b> The Palombo Group	<b>ADD TPG PCOR#</b> EC 301
--	-----------------------------

<b>SUBMITTED:</b> Gabriel Morales <b>FIRM:</b> E-J Electric Installation Co.	<b>REQUESTED BY:</b> Tom Chesser <b>FIRM:</b> The Palombo Group
---	--

**DESCRIPTION OF WORK:** Owner Requested Work - MYCOMCO Related

**Scope of Change:**

Furnish & Install all material and labor per the given drawings RC-1 & revised E1, E2 & E7 drawings.

Revised 2" conduit run per E-J marked up drawing for Base #1 to Speaker #1

**REF: AREA/DWG # /CONTRACT ARTICLE**

**TOTAL COST: \$ 10,955.62**

**SPECIFIC SCOPE OF WORK EXCLUSIONS / COMMENTS:**

- Work done on regular time.
- Supply of any equipment for Radio communication is excluded
- Supply & install of antenna for communication is excluded
- Supply & install of Cat 6 or control wire is excluded

**Work Status:** No work will proceed without your covering Change Order or written extra work authorization.

**Change Order:** 1

**Client Signature:** 11.16.21

This Cost Proposal is based solely on E-J Electric's direct cost elements such as labor, material and normal mark-ups. Notice is made that E-J Electric Installation Co., expressly reserves its right to make additional claims with regard to the subject matter.

Very truly yours,  
E-J ELECTRIC INSTALLATION CO.

### Sheet # 1 - CHANGE ORDER RECAP

E-J Electric Installation Co. 46-41 Vernon Blvd. LIC, NY 11101 Phone: (718) 786-9400 Fax: (718) 937-9120 Project: Philipstown Highway Department HQ	Date: 12/20/2021 Job #: #210360 Change Order #: 1 Cust Ref#: Project Manager: Gabriel Morales
<b>SCOPE OF CHANGE:</b>	

Client Project No. 126462

#### IMPACT ON SCHEDULED COMPLETION DATE FOR CONTRACT WORK BY CONTRACTOR

Increase Number of Days : 2

#### RECAP OF CHANGE ORDER PRICING DETAIL

Total Allowable Charges for Labor and Labor Burden - Per Sheet # 2 Pricing Detail Recap	\$	6,713.79
Total Allowable Charges for Material - Per Sheet # 2 Pricing Detail Recap	\$	2,449.00
Total Allowable Charges for Equipment - Per Sheet # 2 Pricing Detail Recap	\$	363.84
Total Allowable Charges for Vendors - Per Sheet # 2 Pricing Detail Recap	\$	-
Revised Subtotal Labor, Material & Equipment for Self-performed Work :	\$	9,526.63
Add Allowable Mark-Up on Labor, Material, Eqpt, Vend 15%	\$	1,429.00
Total Allowable Charges for Unit Price work - Per M&L Estimate		
Total Allowable Charges for Subcontractors - Per Sheet # 2 Pricing Detail Recap	\$	-
Add Allowable Mark-Up on Subcontracted Work 0.0%	\$	-
<b>TOTAL ALLOWABLE CHARGES FOR LUMP SUM CO ITEMS PER CONTRACT</b>	<b>\$</b>	<b>10,955.62</b>
	\$	-
<b>NET CHANGE ORDER ADJUSTMENT TO LUMP SUM INCLUDING BOND</b>	<b>\$</b>	<b>10,955.62</b>
<b>(Note : Qualifications and Exclusions as noted on Pricing Recap Sheet # 2 )</b>		

This proposal is based on E-J's interpretation of the plans and specifications and is subject to correction for errors in plans or specifications. This proposal should be reviewed by all affected parties for correctness and E-J should be notified of any errors or omissions so they may make the necessary adjustments and resubmit this proposal.

Submitted by

Date Submitted :

12/20/2021

## Sheet # 2 - Pricing Detail Recap

E-J Electric Installation Co. 46-41 Vernon Blvd. LIC, NY 11101 Phone: (718) 786-9400 Fax: 718-937-9120				Date: 12/20/2021 Job #: #210380 Change Order #: 1.00 Cust Ref#: 0.00 Project Manager: Gabriel Morales			
Project: Philipst		0	<b>SCOPE OF CHANGE:</b>				
		0					
Client Project No. 126462							
<b>LABOR AND LABOR BURDEN</b>							
Journey person	Reg Hours	58.00	Labor Rate	105.38	/hr	\$ 6,713.79	
	Overtime Hours	-	Labor Rate		/hr	-	
Forepersons 15.0%	Reg Hours	5.00	Labor Rate	120.35	/hr	\$ 601.75	
	Overtime Hours	-	Labor Rate		/hr	-	
General Foreperson	Reg Hours	-	Labor Rate		/hr	-	
	Overtime Hours	-	Labor Rate		/hr	-	
\$ -							
Engineering Layout / Coordination Changes				Labor Rate	\$ 1,200.00	/day	-
NYS Sales Tax- Capital Improvement					0.000%		-
<b>TOTAL LABOR CHARGES</b>						<b>\$ 6,713.79</b>	
<b>MATERIAL</b>							
Revised 2" conduit run per EJ marked up drawing for Base #1 to Speaker #1						\$ 2,449.00	
Freight from vendor to job site if not already included in above material costs.						-	
NYS Sales Tax- Capital Improvement						0.000%	
<b>TOTAL CHARGES</b>						<b>\$ 2,449.00</b>	
<b>EQUIPMENT</b>							
Equip :	Man Lifts*	1.00	Est Usage	2	Rate \$	167.09	
						\$ 334.18	
Equip :	Benders		Est Usage	1	Rate \$	68.00	
						\$ -	
Equip :	Cable Pulling Eqpt		Est Usage	0	Rate \$	100.00	
						\$ -	
*NYS Sales Tax (on non-E-J owned equipment)- Capital Improvement						8.875%	
						\$ 29.66	
<b>TOTAL EQUIPMENT CHARGES</b>						<b>\$ 363.84</b>	
<b>VENDOR COSTS - Per Separately Detailed Vendor Proposal</b>							
Vendor Name:		Proposal date :					
Vendor Name:		Proposal date :					
Vendor Name:		175 oposal date :					
NYS Sales Tax- Capital Improvement						8.875%	
						\$ -	
<b>TOTAL CHARGES FOR VENDOR</b>						<b>\$ -</b>	
<b>SUBCONTRACTOR COSTS - Per Separately Detailed Subcontractor Proposal</b>							
Subcontractor Name:		Proposal date :					
Subcontractor Name:		Proposal date :					
NYS Sales Tax- Capital Improvement						8.875%	
						\$ -	
<b>TOTAL CHARGES FOR SUBCONTRACTOR</b>						<b>\$ -</b>	
<b>Qualifications and Exclusions (except as specifically noted in this proposal)</b>							
1. Scope of work being provided is as specifically described in this proposal.							
2. Exclusions : painting, patching, ceiling repair and removal, cleanup and cartage charges, control wiring, steel fireproofing, damage to any existing work including our 11.16.21 concrete work, excavation, access doors, hazcom abatement and testing costs.							
3. All choppers/chasing of floor/walls to conceal conduit is excluded.							
4. All work to be performed in a hazard free environment.							
5. All work performed during regular working hours at the noted rates. Premium time, overtime and high time labor costs are excluded and will be additive to this change order if required (8 hour day).							
6. Labor escalation is included. It is assumed work will be completed before April 2022							
7. This change proposal covers only the direct costs associated with the change order work described. This proposal specifically excludes all indirect and direct cost additions caused by impacts of other work, job delays, acceleration and compression of schedule. We reserve all rights to assess the impact of this change order at a later date and to submit those costs as they become known.							
8. Proposal Excludes MWDBE Participation unless otherwise noted.							
9. See Proposal Letter for additional qualifications and exclusions.							

### Material and Labor Takeoff

EJ Electric Installation Co.  
 48-41 Vernon Blvd.  
 LIC, NY 11101  
 Phone: (718) 786-9400  
 Fax: (718) 937-9120

Date: 12/20/2021  
 Job #: #210360  
 Change Order #: 1  
 Cust Ref#: 0  
 Project Manager: Gabriel Morales

**SCOPE OF CHANGE:**

Item #	Drawing	REV #	Material Description	QTY	Unit Price	Par	Ext Unit	Mat	Per	Mat \$	Labor Unit	Per	Labor Hours
<i>Radio Communication Scope</i>													
			1" EMT	85	250	C	137.50			\$ -	0.8	C	3.74
			2" EMT	100	535	C	535.00			\$ -	10	C	40.00
			2" EMT Elbow	8	1390	C	83.40			\$ -	0.5	E	3.00
			1 EMT Coupl S/S	7	37	C	2.59			\$ -	0.07	E	0.49
			1 EMT Conn	4	75	C	3.00			\$ -	0.18	E	0.72
			2 EMT COUP S/S	30	210	C	63.00			\$ -	0.14	E	4.20
			1 EMT CHNL STRAP W/BOLT	8	195.00	C	9.75			\$ -	0.04	E	0.20
			2 EMT CHNL STRAP W/BOLT	30	285.00	C	79.50			\$ -	0.08	E	1.80
			BOX SUPPORTS-CLIP ON	2	210	C	4.20			\$ -	0.07	E	0.14
			1 1/2 KINDORF-B905	20	680.00	C	132.00			\$ -	0.5	C	0.10
			4/8 BOX 1-1/2" DEEP	3	335.00	C	10.05			\$ -	0.4	E	1.20
			4/8 SG MUD RING 1/2" DP	3	185	C	5.55			\$ -	0.15	E	0.45
			1/2 FS BOX 2 GANG	3	30.00	E	90.00			\$ -	0.5	E	1.50
			COVER FS 1 SW 1 DUPLEX	4	15.00	E	60.00			\$ -	0.1	E	0.40
			4 PORT 1G FACE PLATE	2	5	E	10.00			\$ -	0.04	E	0.08
			RJ-45 JACK	4	3.50	E	14.00			\$ -	0.24	E	0.96
			4 PAIR COPPER CONTINUITY TEST	2	5.00	E	0.00			\$ -	0.16	E	0.32
			CABLE LABELING	8	0.25	E	2.00			\$ -	0.05	E	0.40
			JACK LABELING	8	0.25	E	2.00			\$ -	0.05	E	0.40
			Pull Rope 1/2" (6700lb Tensile)	250	1,200.00	M	300.00			\$ -	4	M	1.00
			GFI Recep	3	25.00	E	75.00			\$ -	0.4	E	1.20
			Conduit Support	10	15.00	E	150.00			\$ -	0.85	E	8.50
			#6 GROUNDING WIRE	175	950	M	166.25			\$ -	15	M	2.63
			GROUNDING CONNECTION CLAMP	4	50	E	200.00			\$ -	2	E	8.00
			12/2 MC CABLE	150	1100	M	165.00			\$ -	35	M	5.25
			SPICE BOX	2	75	E	150.00			\$ -	0.75	E	1.50
			<b>Total's less Sales Tax</b>				<b>2,448.79</b>			<b>\$ -</b>			<b>58.00</b>
												<b>ST</b>	
												<b>OT</b>	



ELECTRIC COMPANY

A U.S. Electrical Services Inc. Company

241 WEST 30TH ST.  
2ND FLOOR  
NEW YORK, NY 10001-2823  
846-395-8080  
Fax 212-502-4918



# Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
12/20/2021	S119652029	1 of 2
CUST PO#:		
JOB/REL#:		

QUOTE TO:

SHIP TO:

E-J ELECTRIC INSTALLATION CO  
46-41 VERNON BLVD  
LONG ISLAND CITY, NY 11101-5308

E-J/AFTER HOURS ACCOUNT  
E-J ELECTRIC INSTALLATION CO  
46-41 VERNON BOULEVARD  
LONG ISLAND CITY, NY 11101-5308

CUSTOMER NUMBER	CUSTOMER PHONE	ORDERED BY	SALESPERSON
151467	718-786-9400		HOUSE ACCOUNT
WRITER	SHIP VIA	TERMS	EXPIRATION DATE
FRANK CELENTANO	SKEAEAST13	2% 10TH, NET 15TH	01/19/2022
			FREIGHT EXEMPT
			No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
<b>SHIPPING INSTRUCTIONS</b> FIRST/LAST NAME AND SIGNATURE ARE REQUIRED FOR ALL MONARCH DELIVERIES			
550ft	EMT 1" X 10'	250.000/c	1375.00
100ft	EMT 2" X 10'	535.000/c	535.00
6ea	ELB EMT 2" 90 DEGREE ELBOW	1390.000/c	83.40
7ea	TOPAZELE 643S 1" STEEL S/SCR EMT COUPLING	0.370/ea	2.59
4ea	TOPAZELE 633S 1" STEEL S/SCR EMT CONNECTOR	0.750/ea	3.00
30ea	TOPAZELE 646S 2" STEEL S/SCR EMT COUPLING	2.100/ea	63.00
5ea	TOPAZELE 603 1-IN CONDUIT HANGER W/BLT&NT	1.950/ea	9.75
30ea	TOPAZELE 606 2IN CONDUIT HANGER W/BLT&NT	2.650/ea	79.50
2ea	STLCTY OWC OLD WORK BOX CLIP-1PR	210.000/c	4.20
20ft	STLCTY B905-10 B900 CHNL W/HOLES	660.000/c	132.00
3ea	STLCTY 52151-1/2-3/4 4" SQ BOX	335.000/c	10.05
3ea	STLCTY 52C13 4SQ 1/2D 1G SW RNG MADE IN USA	185.000/c	5.55
3ea	MULB 30233 2 GANG W/P BOX 3 HOLE 1/2 W/LUG	3000.000/c	90.00

\*\* Continued on Next Page \*

Subtotal	
Shipping Chgs	
Amount Due	



ELECTRIC COMPANY

A U.S. Electrical Services Inc. Company

241 WEST 30TH ST.  
2ND FLOOR  
NEW YORK, NY 10001-2823  
846-395-8060  
Fax 212-502-4918



# Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
12/20/2021	S119852029	2 of 2
CUST PO#:		
JOB/REL#:		

QUOTE TO:

SHIP TO:

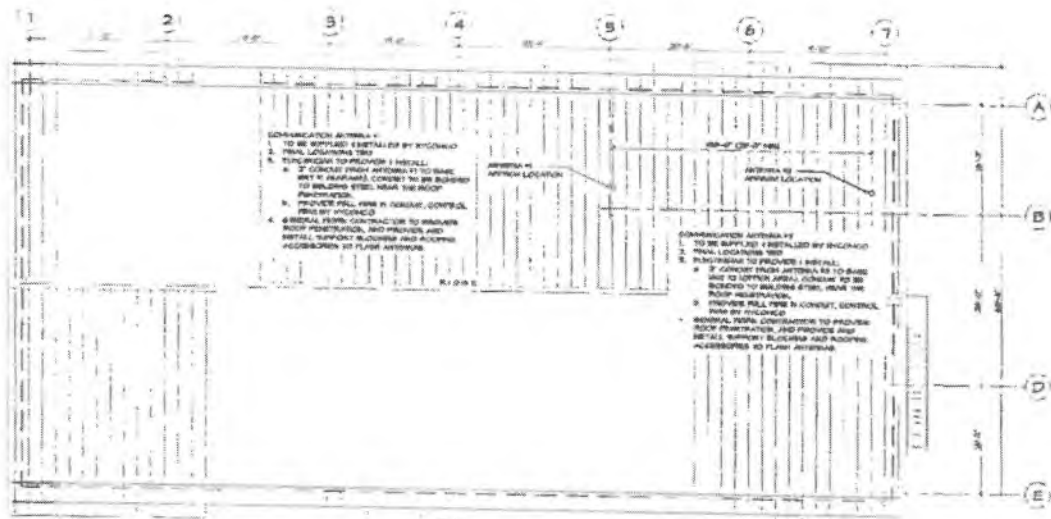
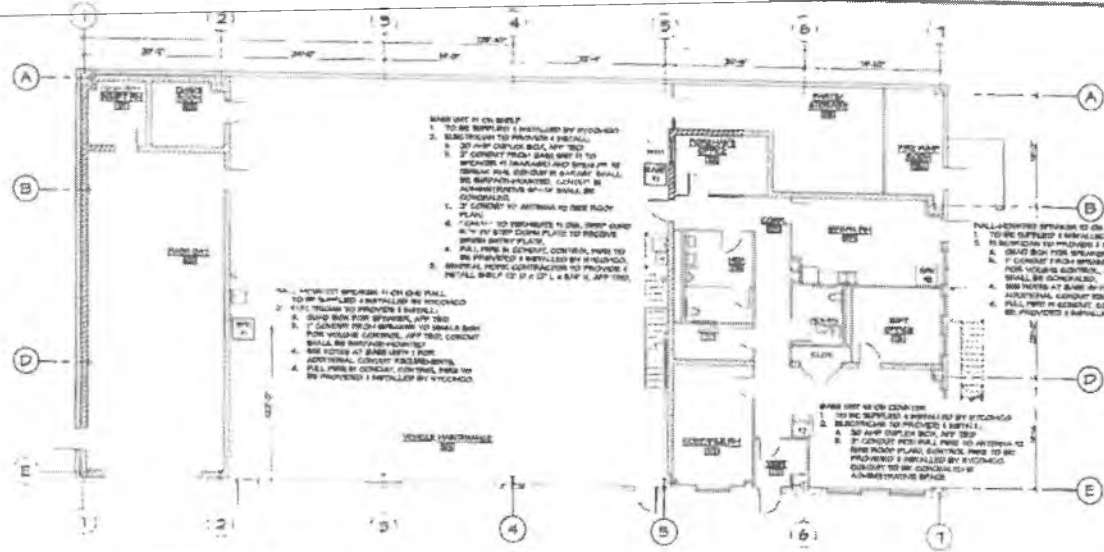
E-J ELECTRIC INSTALLATION CO  
46-41 VERNON BLVD  
LONG ISLAND CITY, NY 11101-5308

E-J/AFTER HOURS ACCOUNT  
E-J ELECTRIC INSTALLATION CO  
46-41 VERNON BOULEVARD  
LONG ISLAND CITY, NY 11101-5308

CUSTOMER NUMBER	CUSTOMER PHONE	ORDERED BY	SALESPERSON	
151467	718-786-9400		HOUSE ACCOUNT	
WRITER	SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT EXEMPT
FRANK CELENTANO	SKEAEAST13	2% 10TH, NET 15TH	01/19/2022	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
3ea	MULB 30456 W/P 2 GANG TOG/DUP COVER ONLY		1500.000/c	45.00
5ea	LEV 41644-W WHT 4PORT DECOR HSNG		5.000/ea	25.00
4ea	CWD 5547-5EW RJ45 CAT5E MODLR JACK		3.500/ea	14.00
1ea	GLOBAL GYR12600 1/2" X 600' YELLOW PULL ROPE		300.000/ea	300.00
3ea	LEV GFNT2-W 20A SLIM GFCI W/WP		25.000/ea	75.00
175ft	WCU THW 6 SOL GREEN		950.000/m	166.25
4ea	CAD CP58 5/8" GROUND ROD CLAMP		0.500/ea	2.00
150ft	WCU MC CU 12/2 ALUM JACKET 250' COIL		1100.000/m	165.00
2ea	MILB 12126-SC1 12X12X6 N1 GRAY SC BOX		75.000/ea	150.00
10ea	QUOTE ITEM: PER EA/1 conduit support		15.000/ea	150.00

Prices listed on this quotation are subject to change without notice beyond expiration date, include only the equipment listed and do not include any sales tax unless noted otherwise. Expiration date does not apply to commodity pricing which may be subject to change after 24 hours. Special order items cannot be cancelled unless the manufacturer permits cancellation.

Subtotal	3485.29
Shipping Chgs	0.00
Amount Due	3485.29



**GENERAL NOTES:**

- ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
- ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.



**WILLIAM'S ARCHITECTURE, INC.**  
320 ROUTE 9  
COLD SPRING, NY 10516  
645.809.5976 OFFICE

**CLAIR & WATSON CONSULTING ENGINEERS, INC.**  
3063 ROUTE 9  
COLD SPRING, NY 10516  
645.267.9277 OFFICE

**1571 ROAD, NEWTON, MASSACHUSETTS**  
MELBAIRD, CAROL  
10 WOODLAND DRIVE  
GARDEN CITY, NY 11530  
645.424.69 OFFICE

**1571 ROAD, NEWTON, MASSACHUSETTS**  
CLARKE ASSOCIATES  
CONSULTING ENGINEERS, P.C.  
221 MAIN STREET  
GOSLEN, NY 10924  
645.741.2272 OFFICE

**NEW TOWN OF PHILIPSTOWN  
HIGHWAY DEPARTMENT  
HEADQUARTERS  
50 FISKILL ROAD  
COLD SPRING, NY 10516**

**RADIO COMMUNICATIONS**

**RC-1**

DATE:	10/11/2011
DESIGNED BY:	
CHECKED BY:	
APPROVED BY:	
DATE:	

**RESOLUTION # -2022**

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 \$1,615.75:

- **Additional electrical work required for Entry Card Reader – EC-CO-02 – E-J Electric Installation Co. - \$1615.75**





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 Additional Electrical Work Required for Entry Card Reader at Proposed Highway  
Department Headquarters

**Date:** 29 April 2022

**Attached:** Change Order EC-CO-02

Dear Members of the Town Board,

We recommend accepting Change Order EC-CO-02, dated April 18, 2022, for an additional cost of one thousand six hundred fifteen and 75/100 dollars (\$1,615.75).

Attached please find and review change order 03, dated December 20, 2021, submitted by E-J Electric Installation Co., the project's Electrical Contractor, for the cost of installing additional wiring and conduit for the requested employee entrance card reader. (ML Inc. and the Town of Philipstown's security consultant will provide and install additional equipment and software during and after building construction.) The amount of this change order has been reviewed, negotiated, and approved by The Palombo Group.

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

**PROJECT:** *(name and address)*  
 Philipstown Highway Department HQ  
 50 Fishkill Rd, Nelsonville, NY 10516  
**OWNER:** *(name and address)*  
 Town Of Philipstown  
 238 Main Street  
 Cold Spring, NY 10516  
**CONTRACTOR:** *(name and address)*  
 E-J Electric Installation Co.  
 5 Jeanne Dr.  
 Newburgh, NY 12550

**CONTRACT INFORMATION:**  
 Contract For: Electrical Work #E.1  
 Date: 7-9-2021  
**ARCHITECT:** *(name and address)*  
 Highlands Architecture Pllc  
 3212 Route 9, 2nd Flr  
 Cold Spring, NY 10516

**CHANGE ORDER INFORMATION:**  
 Change Order Number: EC-CO-02  
 Date: 4-18-2022  
**CONSTRUCTION MANAGER:** *(name and address)*  
 The Palombo Group  
 22 Noxon Street  
 Poughkeepsie, NY 12601

**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.)*

Owner requested work: Card Reader

The original Contract Sum was	\$	320,000.00
Net change by previously authorized Change Orders	\$	10,955.62
The Contract Sum prior to this Change Order was	\$	330,955.62
The Contract Sum will be increased by this Change Order in the amount of	\$	1,615.75
The new Contract Sum including this Change Order will be	\$	332,571.37

The Contract Time will be unchanged by Zero (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 Pllc  
**ARCHITECT** *(Firm name)*  
 -See attached signatures page-

**SIGNATURE**  
 Justin R Kacur, Architect  
**PRINTED NAME AND TITLE**

**DATE:**

E-J Electric Installation Co.  
**CONTRACTOR** *(Firm name)*  
 -See attached signatures page-

**SIGNATURE**  
 Gabriel Morales, Project Manager  
**PRINTED NAME AND TITLE**

**DATE:**

The Palombo Group  
**CONSTRUCTION MANAGER** *(Firm name)*  
 -See attached signatures page-

**SIGNATURE**  
 Tom Chesser, Project Manager  
**PRINTED NAME AND TITLE**

**DATE:**

Town Of Philipstown  
**OWNER** *(Firm name)*  
 -See attached signatures page-

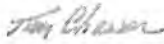
**SIGNATURE**  
 John Van Tassel, Town Of Philipstown - Town Supervisor  
**PRINTED NAME AND TITLE**

**DATE:**

# Signatures Page

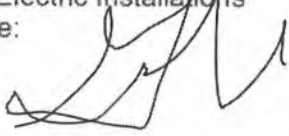


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Justin R. Kacur  
Date: 2022.04.28  
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Tom Chesser/TPG  
4/28/22

EJ Electric Installations  
Date:



4.29.22

John Van Tassel  
Town of Philipstown  
Date:



Established 1899

**E-J ELECTRIC INSTALLATION CO.**

Constructing Electrical Engineers

**CHANGE ORDER REQUEST PROPOSAL**

<b>Project:</b> Philipstown Highway Department HQ		<b>Date:</b> 12/20/21
<b>E-J Job#:</b> 210360		<b>COR #:</b> 3
<b>Client Project No.</b> 128482		<b>Cust Ref#:</b> 0
<b>TO:</b> Tom Chesser <b>FIRM:</b> The Palombo Group		
<b>SUBMITTED</b> Gabriel Morales		<b>REQUESTED BY:</b> Tom Chesser
<b>FIRM:</b> E-J Electric Installation Co.		<b>FIRM:</b> The Palombo Group
<b>DESCRIPTION OF WORK:</b> <i>Work to add card reader at exterior door</i>		
<b>Scope of Change :</b>		
Furnish & install conduit & boxes for new card reader at exterior door		
Furnish & install power to card reader		
Labor to install electric strike		
<b>REF: AREA/DWG # /CONTRACT ARTICLE</b>		
		<b>TOTAL COST: \$ 1,615.75</b>
<b>SPECIFIC SCOPE OF WORK EXCLUSIONS / COMMENTS:</b>		
Work done on regular time.		
Card reader provided by others		
Control wiring provided by others		
<b>Work Status:</b> No work will proceed without your covering Change Order or written extra work authorization.		
<b>Change Order:</b> 3		
<b>Client Signature:</b> 10.25.2021		

This Cost Proposal is based solely on E-J Electric's direct cost elements such as labor, material and normal mark-ups. Notice is made that E-J Electric Installation Co., expressly reserves its right to make additional claims with regard to the subject matter.

Very truly yours,  
E-J ELECTRIC INSTALLATION CO.

## Sheet # 1 - CHANGE ORDER RECAP

E-J Electric Installation Co. 46-41 Vernon Blvd. LIC, NY 11101 Phone: (718) 786-9400 Fax: (718) 937-9120	Date: 12/20/2021 Job #: #210360 Change Order #: 3 Cust Ref#: Project Manager: Gabriel Morales
--	---

**Project: Philipstown Highway Department HQ      SCOPE OF CHANGE:**

Client Project No. 126462

**IMPACT ON SCHEDULED COMPLETION DATE FOR CONTRACT WORK BY CONTRACTOR**

Increase Number of Days :                      1

**RECAP OF CHANGE ORDER PRICING DETAIL**

Total Allowable Charges for Labor and Labor Burden - Per Sheet # 2 Pricing Detail Recap	\$	963.39
Total Allowable Charges for Material - Per Sheet # 2 Pricing Detail Recap	\$	441.00
Total Allowable Charges for Equipment - Per Sheet # 2 Pricing Detail Recap	\$	-
Total Allowable Charges for Vendors - Per Sheet # 2 Pricing Detail Recap	\$	-
Subtotal Labor, Material & Equipment for Self-performed Work :	\$	1,404.61
Add Allowable Mark-Up on Labor, Material, Eqpt, Vend   15%	\$	210.75
Total Allowable Charges for Unit Price work - Per M&L Estimate		
Total Allowable Charges for Subcontractors - Per Sheet # 2 Pricing Detail Recap	\$	-
Add Allowable Mark-Up on Subcontracted Work                      0.0%	\$	-
<b>TOTAL ALLOWABLE CHARGES FOR LUMP SUM GO ITEMS PER CONTRACT</b>	<b>\$</b>	<b>1,615.75</b>
	\$	-
<b>NET CHANGE ORDER ADJUSTMENT TO LUMP SUM INCLUDING BOND</b>	<b>\$</b>	<b>1,615.75</b>

**(Note : Qualifications and Exclusions as noted on Pricing Recap Sheet # 2 )**

This proposal is based on E-J's interpretation of the plans and specifications and is subject to correction for errors in plans or specifications. This proposal should be reviewed by all affected parties for correctness and E-J should be notified of any errors or omissions so they may make the necessary adjustments and resubmit this proposal.

Submitted by \_\_\_\_\_ Date Submitted :                      12/20/2021

## Sheet # 2 - Pricing Detail Recap

E-J Electric Installation Co		Date: 12/20/2021	
46-41 Vernon Blvd.		Job #: #210360	
LIC. NY 11101		Change Order #: 3.00	
Phone: (718) 786-9400		Cust Ref#: 0.00	
Fax: (718) 937-9120		Project Manager: Gabriel Morales	
Project: Philipst	0	<b>SCOPE OF CHANGE:</b>	
	0		
Client Project No. 126462			
<b>LABOR AND LABOR BURDEN</b>			
Journey person	Reg Hours	8.00	Labor Rate \$ 105.38 /hr \$ 843.04
	Overtime Hours	-	Labor Rate /hr \$ -
Forepersons 15.0%	Reg Hours	1.00	Labor Rate \$ 120.35 /hr \$ 120.35
	Overtime Hours	-	Labor Rate /hr \$ -
General Foreperson	Reg Hours	-	Labor Rate /hr \$ -
	Overtime Hours	-	Labor Rate /hr \$ -
			\$ -
Engineering Layout / Coordination Changes		Labor Rate	\$ 1,200.00 /day \$ -
NYS Sales Tax- Capital Improvement		0.000%	\$ -
<b>TOTAL LABOR CHARGES</b>			<b>\$ 963.39</b>
<b>MATERIAL</b>			
Material from detailed material Take-off sheets			\$ 441.00
Freight from vendor to job site if not already included in above material costs.			\$ -
NYS Sales Tax- Capital Improvement		0.000%	\$ -
<b>TOTAL CHARGES</b>			<b>\$ 441.00</b>
<b>EQUIPMENT</b>			
Equip : Man Lifts*	Est Usage	0	Rate \$ 167.09 \$ -
Equip : Benders	Est Usage	0	Rate \$ 88.00 \$ -
Equip : Cable Pulling Eqpt	Est Usage	0	Rate \$ 100.00 \$ -
*NYS Sales Tax (on non-E-J owned equipment)- Capital Improvement		8.875%	\$ -
<b>TOTAL EQUIPMENT CHARGES</b>			<b>\$ -</b>
<b>VENDOR COSTS - Per Separately Detailed Vendor Proposal</b>			
Vendor Name:		Proposal date :	
Vendor Name:		Proposal date	
Vendor Name:		175 oposal date	
NYS Sales Tax- Capital Improvement		8.875%	\$ -
<b>TOTAL CHARGES FOR VENDOR</b>			<b>\$ -</b>
<b>SUBCONTRACTOR COSTS - Per Separately Detailed Subcontractor Proposal</b>			
Subcontractor Name:		Proposal date :	\$ -
Subcontractor Name:		Proposal date :	
NYS Sales Tax- Capital Improvement		8.875%	\$ -
<b>TOTAL CHARGES FOR SUBCONTRACTOR</b>			<b>\$ -</b>
<b>Qualifications and Exclusions (except as specifically noted in this proposal)</b>			
1. Scope of work being provided is as specifically described in this proposal.			
2. Exclusions : painting, patching, coating repair and removal, cleanup and cartage charges, control wiring, steel fireproofing, damage to any existing work including our own, planking of open areas, excavation, cost of all other interfacing trades & services concrete work, excavation, access doors, hazcom abatement and testing costs.			
3. All chipping/chasing of floor/walls to conceal conduit is excluded.			
4. All work to be performed in a hazard free environment.			
5. All work performed during regular working hours at the noted rates. Premium time, overtime and high time labor costs are excluded and will be additive to this change order if required (8 hour day).			
6. Labor escalation is included. It is assumed work will be completed before April 2022			
7. This change proposal covers only the direct costs associated with the change order work described. This proposal specifically excludes all indirect and direct cost additions caused by impacts of other work, job delays, acceleration and compression of schedule. We reserve all rights to assess the impact of this change order at a later date and to submit those costs as they become known.			
8. Proposal Excludes MWDBE Participation unless otherwise noted.			
9. See Proposal Letter for additional qualifications and exclusions.			

## Material and Labor Takeoff

E-J Electric Installation Co.  
 48-41 Vernon Blvd.  
 L.I.C. NY 11101  
 Phone: (718) 786-9400  
 Fax: 718 937-9120

Date: 10.25.21  
 Job #: #210360  
 Change Order #: 3  
 Cust Ref#: 0  
 Project Manager: Gabriel Morales

**SCOPE OF CHANGE:**

Item #	Drawing	REV #	Material Description	QTY	Unit Price	Per	Ext Unit	Mat	Per	Mat \$	Labor Unit	Per	Labor Hours
<i>Additional Conduit Add</i>													
			1/2" Conduit	20	85	C	17.00			\$ -	5	C	1.00
2			12 THHN	300	250	M	75.00			\$ -	5	M	1.50
3			1" EMT Conduit	60	250	C	150.00			\$ -	6	C	3.00
4			1/2" Connectors	2	250	C	5.00			\$ -	6.5	C	0.13
5			1" Connectors	2	250	C	5.00			\$ -	5.5	C	0.11
6			1/2" EMT Elbow	2	4.5	E	9.00			\$ -	4	C	0.09
7			1" EMT Elbow	2	7.5	E	15.00			\$ -	4	C	0.08
8			4" Junction Box	2	20	E	40.00			\$ -	0.1	E	0.20
9			Termination	12		E	0.00			\$ -	0.05	E	0.60
10			1/2" & 1" Couplings	10	500	C	50.00			\$ -	4	C	0.40
11			Electric Strips	1	0	E	0.00			\$ -	1	E	1.00
12			Conduit Supports	12	5	E	60.00			\$ -	0.09	E	1.08
							<b>Total's less Sales Tax</b>			\$ -			<b>9.00</b>
												<b>ST</b>	<b>9.00</b>
												<b>OT</b>	<b>-</b>

**RESOLUTION # -2022**

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 \$16,108.26:

- **Additional fire alarm equipment – EC-CO-03 – E-J Electric Installation Co. - \$16108.26**





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 Additional Fire Alarm Equipment at Proposed Highway Department Headquarters

**Date:** 29 April 2022

**Attached:** Change Order EC-CO-03

Dear Members of the Town Board,

We recommend accepting Change Order EC-CO-03, dated April 27, 2022, for an additional cost of sixteen thousand one hundred eight and 26/100 dollars (\$16,108.26).

Attached please find and review change order 04, dated January 26, 2022, submitted by E-J Electric Installation Co., the project's Electrical Contractor, for the cost of providing and installing fire alarm equipment required in lieu of providing a sprinkler system in the building. The amount of this change order has been reviewed, negotiated, and approved by The Palombo Group.

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:</b> <i>(name and address)</i> Philipstown Highway Department HQ 50 Fishkill Rd, Nelsonville, NY 10516	<b>CONTRACT INFORMATION:</b> Contract For: Electrical Work #E.1 Date: 7-9-2021	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: EC-CO-03 Date: 4-18-2022
<b>OWNER:</b> <i>(name and address)</i> Town Of Philipstown 238 Main Street Cold Spring, NY 10516	<b>ARCHITECT:</b> <i>(name and address)</i> Highlands Architecture Pllc 3212 Route 9, 2nd Flr Cold Spring, NY 10516	<b>CONSTRUCTION MANAGER:</b> <i>(name and address)</i> The Palombo Group 22 Noxon Street Poughkeepsie, NY 12601
<b>CONTRACTOR:</b> <i>(name and address)</i> E-J Electric Installation Co. 5 Jeanne Dr. Newburgh, NY 12550		

**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.)*

Revised fire alarm scope

The original Contract Sum was	\$	320,000.00
Net change by previously authorized Change Orders	\$	12,571.37
The Contract Sum prior to this Change Order was	\$	332,571.37
The Contract Sum will be increased by this Change Order in the amount of	\$	16,108.26
The new Contract Sum including this Change Order will be	\$	348,679.63

The Contract Time will be unchanged by Zero (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 Pllc <b>ARCHITECT</b> <i>(Firm name)</i> -See attached signatures page- <b>SIGNATURE</b> Justin R Kacur, Architect <b>PRINTED NAME AND TITLE</b>	The Palombo Group <b>CONSTRUCTION MANAGER</b> <i>(Firm name)</i> -See attached signatures page- <b>SIGNATURE</b> Tom Chessel, Project Manager <b>PRINTED NAME AND TITLE</b>
<b>DATE:</b>	<b>DATE:</b>
E-J Electric Installation Co. <b>CONTRACTOR</b> <i>(Firm name)</i> -See attached signatures page- <b>SIGNATURE</b> Gabriel Morales, Project Manager <b>PRINTED NAME AND TITLE</b>	Town Of Philipstown <b>OWNER</b> <i>(Firm name)</i> -See attached signatures page- <b>SIGNATURE</b> John Van Tassel, Town Of Philipstown - Town Supervisor <b>PRINTED NAME AND TITLE</b>
<b>DATE:</b>	<b>DATE:</b>

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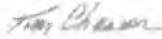
User Notes:

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# Signatures Page



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Justin R. Kacur  
Date: 2022.04.28  
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Tom Chesser/TPG  
4/28/22

EJ Electric Installations

Date:



4.29.22

John Van Tassel  
Town of Philipstown  
Date:

1/1/2022  
1/1/2022  
1/1/2022  
1/1/2022  
1/1/2022  
1/1/2022



Established 1899

**E-J ELECTRIC INSTALLATION CO.**

Constructing Electrical Engineers

**CHANGE ORDER REQUEST PROPOSAL**

Project: Philipstown Highway Department HQ		Date: 1/28/22
E-J Job#:210360		COR #: 4
Client Project No. 126462		Cust Ref#: 0
TO: Tom Chesser FIRM: The Palombo Group		ADD TPG PCOM F0004
SUBMITTED Gabriel Morales FIRM: E-J Electric Installation Co.		REQUESTED BY: Tom Chesser FIRM: The Palombo Group
DESCRIPTION OF WORK: Revised Fire Alarm Scope		
Scope of Change :		
Furnish & Install added FA conduit, devices and wire per the new revised FA layout.		
REF: AREA/DWG # /CONTRACT ARTICLE		
		TOTAL COST: \$ 16,108.26
SPECIFIC SCOPE OF WORK EXCLUSIONS / COMMENTS:		
Work done on regular time.		
Work Status: No work will proceed without your covering Change Order or written extra work authorization.		
Change Order:	4	
Client Signature:		12.20.21

This Cost Proposal is based solely on E-J Electric's direct cost elements such as labor, material and normal mark-ups. Notice is made that E-J Electric Installation Co., expressly reserves its right to make additional claims with regard to the subject matter.

Very truly yours,  
E-J ELECTRIC INSTALLATION CO.

## Sheet # 1 - CHANGE ORDER RECAP

E-J Electric Installation Co. 46-41 Vernon Blvd. LIC, NY 11101 Phone: (718) 786-9400 Fax: 718 937-9120	Date: 1/26/2022 Job #: #210360 Change Order #: 4 Cust Ref#: Project Manager: Gabriel Morales
<b>Project: Philipstown Highway Department HQ      SCOPE OF CHANGE:</b>	

Client Project No. 128462

**IMPACT ON SCHEDULED COMPLETION DATE FOR CONTRACT WORK BY CONTRACTOR**

Increase Number of Days	3	4
-------------------------	---	---

**RECAP OF CHANGE ORDER PRICING DETAIL**

Total Allowable Charges for Labor and Labor Burden - Per Sheet # 2 Pricing Detail Recap	\$	9,024.20
Total Allowable Charges for Material - Per Sheet # 2 Pricing Detail Recap	\$	4,619.15
Total Allowable Charges for Equipment - Per Sheet # 2 Pricing Detail Recap	\$	363.84
Total Allowable Charges for Vendors - Per Sheet # 2 Pricing Detail Recap	\$	-
Subtotal Labor, Material & Equipment for Self-performed Work :	\$	14,007.19
Add Allowable Mark-Up on Labor, Material, Eqpt, Vend    15%	\$	2,101.07
Total Allowable Charges for Unit Price work - Per M&L Estimate		
Total Allowable Charges for Subcontractors - Per Sheet # 2 Pricing Detail Recap	\$	-
Add Allowable Mark-Up on Subcontracted Work                    0.0%	\$	-
<b>TOTAL ALLOWABLE CHARGES FOR LUMP SUM CO ITEMS PER CONTRACT</b>	<b>\$</b>	<b>16,108.26</b>
		\$ -
<b>NET CHANGE ORDER ADJUSTMENT TO LUMP SUM INCLUDING BOND</b>	<b>\$</b>	<b>16,108.26</b>

**(Note : Qualifications and Exclusions as noted on Pricing Recap Sheet # 2 )**

This proposal is based on E-J's interpretation of the plans and specifications and is subject to correction for errors in plans or specifications. This proposal should be reviewed by all affected parties for correctness and E-J should be notified of any errors or omissions so they may make the necessary adjustments and resubmit this proposal.

Submitted by		Date Submitted :                    1/26/2022
--------------	--	---

## Sheet # 2 - Pricing Detail Recap

E-J Electric Installation Co. 46-41 Vernon Blvd. LIC, NY 11101 Phone: (718) 786-9400 Fax: (718) 937-9120		Date: 1/26/2022 Job #: #210360 Change Order #: 4.00 Cust Ref#: 0.00 Project Manager: Gabriel Morales	
Project: Philipst	0	<b>SCOPE OF CHANGE:</b>	
	0		
Client Project No. 126462			
<b>LABOR AND LABOR BURDEN</b>			
Journeyman	Reg Hours	81.00	Labor Rate \$ 105.38 /hr \$ 8,535.78
	Overtime Hours	-	Labor Rate /hr \$ -
Forepersons 15.0%	Reg Hours	2.00	Labor Rate \$ 120.35 /hr \$ 240.72
	Overtime Hours	-	Labor Rate /hr \$ -
General Foreperson	Reg Hours	-	Labor Rate /hr \$ -
	Overtime Hours	-	Labor Rate /hr \$ -
Project Management	Reg Hours	2.00	Labor Rate \$ 123.88 /hr \$ 247.72
Engineering Layout / Coordination Changes			Labor Rate \$ 1,200.00 /day \$ -
NYS Sales Tax- Capital Improvement			0.000% \$ -
<b>TOTAL LABOR CHARGES</b>			<b>\$ 9,024.20</b>
<b>Furnish &amp; Install added FA conduit, devices and wire per the new revised FA layout.</b>			
Material from detailed material Take-off sheets			\$ 4,619.15
Freight from vendor to job site if not already included in above material costs.			\$ -
NYS Sales Tax- Capital Improvement			0.000% \$ -
<b>TOTAL CHARGES</b>			<b>\$ 4,619.15</b>
<b>EQUIPMENT</b>			
Equip :	Man Lifts*	1.00 Est Usage 2	Rate \$ 167.09 \$ 334.18
Equip :	Benders	Est Usage 1	Rate \$ 68.00 \$ -
Equip :	Cable Pulling Eqpt	Est Usage 0	Rate \$ 100.00 \$ -
*NYS Sales Tax (on non-E-J owned equipment)- Capital Improvement			8.875% \$ 29.66
<b>TOTAL EQUIPMENT CHARGES</b>			<b>\$ 363.84</b>
<b>VENDOR COSTS - Per Separately Detailed Vendor Proposal</b>			
Vendor Name: Safeway Fire		Proposal date: 12.1.21	
Vendor Name:		Proposal date:	
Vendor Name:		175 oposal date:	
NYS Sales Tax- Capital Improvement			8.875% \$ -
<b>TOTAL CHARGES FOR VENDOR</b>			<b>\$ -</b>
<b>SUBCONTRACTOR COSTS - Per Separately Detailed Subcontractor Proposal</b>			
Subcontractor Name:		Proposal date: \$ -	
Subcontractor Name:		Proposal date: \$ -	
NYS Sales Tax- Capital Improvement			8.875% \$ -
<b>TOTAL CHARGES FOR SUBCONTRACTOR</b>			<b>\$ -</b>
<b>Qualifications and Exclusions (except as specifically noted in this proposal)</b>			
1. Scope of work being provided is as specifically described in this proposal.			
2. Exclusions : painting, patching, ceiling repair and removal, cleanup and cartage charges, control wiring, steel bracing, damage to any existing work including our 12.7.2021 concrete work, excavation, access doors, hazcom abatement and testing costs.			
3. All chopping/chasing of floor/walls to conceal conduit is excluded.			
4. All work to be performed in a hazard free environment.			
5. All work performed during regular working hours at the noted rates. Premium time, overtime and high time labor costs are excluded and will be additive to this change order if required (8 hour day).			
6. Labor escalation is included. It is assumed work will be completed before April 2022			
7. This change proposal covers only the direct costs associated with the change order work described. This proposal specifically excludes all indirect and direct cost additions caused by impacts of other work, job delays, acceleration and compression of schedule. We reserve all rights to assess the impact of this change order at a later date and to submit these costs as they become known.			
8. Proposal Excludes MWDBE Participation unless otherwise noted.			
9. See Proposal Letter for additional qualifications and exclusions.			

## Material and Labor Takeoff

E-J Electric Installation Co.  
 46-41 Vernon Blvd.  
 LIC, NY 11101  
 Phone: (718) 786-8400  
 Fax: 718-937-9120

Date: 12.7.2021  
 Job #: #210360  
 Change Order #: 4  
 Cust Ref#: 0  
 Project Manager: Gabriel Morales

### SCOPE OF CHANGE:

Item #	Drawing	REV #	Material Description	QTY	Unit Price	Per	Ext Unit	Mat \$	Labor Unit	Per	Labor Hours	
<i>Additional Conduit Add</i>												
1			Testing Devices	11		LS	0.00	\$ -	0.5	E	5.50	
2			Fire Alarm Wire Shielded	450	735	M	330.75	\$ -	10	M	4.50	
3			Termination	18	0	E	0.00	\$ -	0.2	E	3.60	
4			EMT 3/4"	450	150	C	675.00	\$ -	8	C	36.00	
5			Conduit Supports	50	5	E	250.00	\$ -	0.2	E	10.00	
6			1800 4" Box	18	830	C	149.40	\$ -	0.3	E	5.40	
7			SIGA 270 Manual Pulls	2	81.00	E	162.00	\$ -	0.63	E	1.26	
8			RMS WP 1T KL 3/4	3	10.00	E	30.00	\$ -	0.25	E	0.75	
9			SIGA CT1 Single input module	5	81	E	305.00	\$ -	0.75	E	3.75	
10			302 AW 135 WP Heat Detector	8	45.00	E	360.00	\$ -	0.35	E	2.80	
11			AP-P white Plastic Base plates	8	20.00	E	160.00	\$ -	0.81	E	6.48	
12			Smoke Detector	1	250	E	250.00	\$ -	0.5	E	0.50	
13			Engineering * Tech Time	1			1,947.00	\$ -			0.00	
14							0.00	\$ -			0.00	
306												
							<b>Totals less Sales Tax</b>	\$ 4,618.15	\$ -			<b>81.00</b>
										<b>ST</b>	<b>81.00</b>	
										<b>OT</b>	<b>-</b>	

**SAFEWAY FIRE & PROTECTION COMPANY**  
151 Fairchild Avenue Suite 2  
Plainview, NY 11803  
P: 516-833-1333 F: 516-833-1337  
www.safewayfire.com



**SAFEWAY FIRE & PROTECTION COMPANY**  
7 West Cross Street Suite 7D  
Hawthorne, NY 10532  
P: 914-301-9730 F: 516-833-1337  
www.safewayfire.com

---

Service, Support & Solutions!

Revised, 12/15/21

Mr. Gabriel Morales

E-J Electric Installation Co.  
5 Jeanne Dr Suite 1  
Newburgh, NY 12550

Dear Gabriel:

Below is the revised pricing for change order #2, as requested per revised spec submitted.

2- SIGA 270 Manual Pulls  
3 -RMS WP 1T KL ¾  
5- SIGA CT1 Single input module  
8- 302 AW 135 WP Heat Detector  
8- AP-P white Plastic Base plates  
Includes engineering & tech time

Engineering & tech time \$1946.98  
Total Parts \$ 990.00

---

\$2936.00--- corrected from previous estimate for change order #2

Please revise your PO to include these charges and the \$250.00 change to add 1 smoke detector from change order # 1

Please advise if you need any additional information or clarification?

FIRE ALARM - BURGLAR ALARM - CCTV - ACCESS CONTROL - INTERCOM

Licensed by The State of New York to Service and Maintain Security and Fire Alarm Systems. License # 12000305834





**SAFEWAY FIRE & PROTECTION COMPANY**  
115 Broadhollow Road LL15  
Melville, NY 11747  
P: 516-833-1333 F: 516-833-1337  
www.safewayfire.com



**SAFEWAY FIRE & PROTECTION COMPANY**  
250 Clearbrook Road Suite 127  
Elmsford, NY 10523  
P: 914-301-9730 F: 516-833-1337  
www.safewayfire.com

Sincerely, Service, Support & Solutions!

Paul J. Izzo

**FIRE ALARMS ~ BURGLAR ALARMS ~ CCTV ~ ACCESS CONTROL ~ INTERCOMS**

Licensed by The State of New York to Service and Maintain Security and Fire Alarm Systems. License # 12000305834



**RESOLUTION # -2022**

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 \$28,479.38:

- **Additional Excavation for Foundation – GC-CO-02 – ML, Inc. - \$28479.38**



HIGHLANDS ARCHITECTURE pllc

3212 ROUTE 9  
COLD SPRING, NY 10516  
(845) 809.5976 office  
highlandrarchitecture.com

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

**Re:** Change Order for Additional Excavation for Proposed Highway Department Headquarters Foundations

**Date:** 29 April 2022

**Attached:** Change Order GC-CO-02

Dear Members of the Town Board,

We recommend accepting Change Order GC-CO-02, dated April 18, 2022, for the additional cost of twenty eight thousand four hundred seventy nine and 38/100 dollars (\$28,479.38).

Attached please find and review change order 03R2, dated April 19, 2022, submitted by ML Inc., the project's General Work Contractor, for additional excavation work related to unanticipated site conditions. The change order provides information related to the labor and equipment costs for excavation required to prepare a sound base for the building foundations. This work has already been completed. The amount of the change order has been reviewed, negotiated, and approved by The Palombo Group.

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:</b> <i>(name and address):</i> Philipstown Highway Dept. HQ 50 Fishkill Rd, Nelsonville NY	<b>CONTRACT INFORMATION:</b> Contract For: General Work #G.1 Date: 7-9-2021	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: GC-CO-02 Date: 4-18-2022
<b>OWNER:</b> <i>(name and address):</i> Town Of Philipstown 238 Main Street Cold Spring, NY 10516	<b>ARCHITECT:</b> <i>(name and address):</i> Highlands Architecture Pllc 3212 Route 9, 2nd Floor Cold Spring, NY 10516	<b>CONSTRUCTION MANAGER:</b> <i>(name and address):</i> The Palombo Group 22 Noxon Road Poughkeepsie, NY 12601
<b>CONTRACTOR:</b> <i>(name and address):</i> ML, Inc. 65 South Street Passaic, NJ 07055		

**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.)*

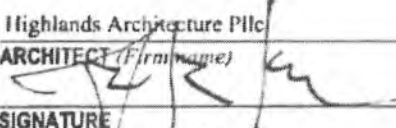
Time and material work associated with foundation changes.


The original Contract Sum was	\$	2,202,000.00
Net change by previously authorized Change Orders	\$	17,675.00
The Contract Sum prior to this Change Order was	\$	2,219,675.00
The Contract Sum will be increased by this Change Order in the amount of	\$	28,479.38
The new Contract Sum, including this Change Order, will be	\$	2,248,154.38

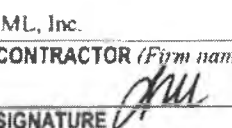
The Contract Time will be unchanged by ( ) days.  
The Contractor's Work shall be substantially complete on 11-30-2022

**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.

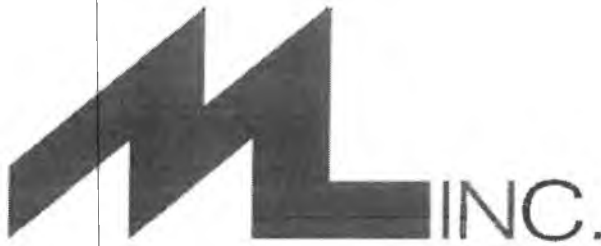
**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Highlands Architecture Pllc  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**  
 Justin R. Kacur, Architect  
**PRINTED NAME AND TITLE**

The Palombo Group  
**CONSTRUCTION MANAGER** *(Firm name)*  
  
**SIGNATURE**  
 Tom Chesser, Project Manager 4/25/25  
**PRINTED NAME AND TITLE**

**DATE:**  
 ML, Inc.  
**CONTRACTOR** *(Firm name)*  
  
**SIGNATURE**  
 Lucyna Mroczek, President  
**PRINTED NAME AND TITLE**  
 04/25/2022  
**DATE:**

**DATE:**  
 Town Of Philipstown  
**OWNER** *(Firm name)*  
**SIGNATURE**  
 John Van Tassel, Town Of Philipstown - Town Supervisor  
**PRINTED NAME AND TITLE**  
**DATE:**



ML, Inc.  
 65 South Street  
 Passaic, NJ. 07055  
 tel: 973.470.9633  
 fax: 973.470.9665  
 www.mlinc.biz

# CHANGE ORDER

<b>Owner:</b>	Town of Philipstown	<b>Change Order #</b>	<b>03R2</b>
<b>Address:</b>	238 Main Street, Cold Spring, NY 10516	<b>Date:</b>	4/19/2022
<b>CM:</b>	The Palombo Group 22 Noxon Street, Poughkeepsie, NY 12601	<b>Issued By:</b>	Mike Golden
<b>Attn:</b>	Mr. Tom Chesser		
<b>Architect:</b>	Highlands Architecture, PLLC		
<b>Address:</b>	3212 US-9 Cold Spring, NY 10516		
<b>Project:</b>	New Town of Philipston Highway Department Headquarters	<b>Architect #:</b>	2007-HIGHWAY
<b>Address:</b>	50 Fishkill Road, Nelsonville, NY 10516	<b>ML, Inc. #</b>	ML21-035
		<b>Contract Date:</b>	7/6/2021

ML, Inc. is hereby directed to make the following change to the above-referenced Contract:

<u>Scope of work:</u>			
<b>Additional excavation on T&amp;M:</b>			
<b>Date: Labor</b>			
<u>10/18/2021</u>	1 excavator operator x 3hrs x \$124.58	\$	373.74
	1 laborex 3hrs x \$98.47	\$	295.41
<u>10/20/2021</u>	1 excavator operator x 8hrs x \$124.58	\$	996.64
	1 laborex 8hrs x \$98.47	\$	787.76
<u>10/22/2021</u>	1 excavator operator x 4hrs x \$124.58	\$	498.32
	1 laborex 4hrs x \$98.47	\$	393.88
<u>10/25/2021</u>	1 excavator operator x 8hrs x \$124.58	\$	996.64
	1 laborex 8hrs x \$98.47	\$	787.76
<u>10/28/2021</u>	1 excavator operator x 3hrs x \$124.58	\$	373.74
	1 laborex 3hrs x \$98.47	\$	295.41
<u>11/3/2021</u>	1 excavator operator x 3hrs x \$124.58	\$	373.74
	1 laborex 3hrs x \$98.47	\$	295.41
<u>11/4/2021</u>	1 excavator operator x 8hrs x \$124.58	\$	996.64
	1 laborex 8hrs x \$98.47	\$	787.76
<u>11/8/2021</u>	1 excavator operator x 8hrs x \$124.58	\$	996.64
	1 laborex 8hrs x \$98.47	\$	787.76
<b>Equipment:</b>	CAT 321 Excavator (45 hrs x \$39.77)	\$	1,789.65
<b>Diesel:</b>	390 Gals	\$	1,466.40
<b>Subcontractor's 10% OHP:</b>		\$	1,329.33
<b>Additional rock removal per unit price/per CY:</b>			
<b>Dates:</b>	10/19/21, 10/27/21, 10/29/21, 11/02/21, 11/03/21, 11/5/21, 11/18/21, 11/19/21	\$	10,880.69
<b>Subcontractor's 10% OHP:</b>		\$	1,088.07
<b>Schedule Impact:</b>			
This change will add (15) fifteen working days to the Project Schedule			

Original Contract Amount	\$	<b>2,202,000.00</b>
Change Orders Approved to Date	\$	17,675.00
Most Recent Contract Total	\$	2,219,675.00
Amount of This Change Order	\$	28,479.38
<b>Revised Contract Total</b>	<b>\$</b>	<b>2,248,154.38</b>

Sum	\$	26,591.39
GC	\$	-
OHP 5%	\$	1,329.57
Bond 2%	\$	558.42
<b>Change Order Total</b>	<b>\$</b>	<b>28,479.38</b>

Owner Representative:

Signature: \_\_\_\_\_

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

## LABOR RATE WORKSHEET

Contractor Name:	Super LLC
Address:	203 Belmont Ave Haledon, NJ 07508
Telephone Number:	(201)338-0477

Check One Box Only: Union Shop:  Local: \_\_\_\_\_  
 Open Shop:  \_\_\_\_\_  
 Effective Dates for Wage Rates: From: \_\_\_\_\_ To: \_\_\_\_\_

### A. BASE RATE PER HOUR

BENEFITS (check all taxable benefits that apply)	Taxable Benefits	
	Benefits	% per hour
Vacation and Holiday	No	
Health and Welfare	No	
Pension	No	
Annuity	No	
Education / Apprenbce Training	No	
Supplemental Unemployment	No	
Security Fund	No	
Benefits	Yes	
(Identify Taxable Benefits)	No	

### B. TOTAL BENEFITS PER HOUR

### PAYROLL TAXES AND INSURANCE

- \* FICA
- \* Medicare
- \* Federal Unemployment
- \* State Unemployment
- Disability
- Family Leave
- Workers' Compensation
- GL

### C. TOTAL TAXES AND INSURANCE PER HOUR

\$88.12 x

### D. TOTAL LABOR RATE

Date: 03/14/22  
 Project No.: 0  
 Project Name: Cold Spring NY  
 County: Putnam

Trade/Classification: Operator

REGULAR BASE RATE      PREMIUM TIME (only when directed)

	\$56.52	\$84.78
\$ per hour		
\$0.00		
\$0.00		
\$0.00		
\$0.00		
\$0.00		
\$0.00		
\$0.00		
\$31.60		
\$0.00		
\$31.60	\$31.60	\$31.60
6.20%		
1.45%		
0.60%		
3.83%		
0.50%		
0.51%		
18.29%		
10.00%		
0.4138 % =	\$36.46	\$45.33
( A + B + C ) =	\$124.58	\$161.71



**LABOR RATE WORKSHEET**

Contractor Name: <u>Super LLC</u>	Date: <u>03/14/22</u>
Address: <u>203 Belmont Ave</u>	Project No.: <u>0</u>
<u>Haledon, NJ 07508</u>	Project Name: <u>Cold Spring NY</u>
Telephone Number: <u>(201)336-0477</u>	County: <u>Putnam</u>

Trade/Classification: Laborer

Check One Box Only: Union Shop  Local: \_\_\_\_\_  
 Open Shop:

Effective Dates for Wage Rates: From: \_\_\_\_\_ To: \_\_\_\_\_

REGULAR BASE RATE      PREMIUM TIME (only when directed)

A. BASE RATE PER HOUR			\$43.55	\$65.33
<b>BENEFITS</b> (check all taxable benefits that apply)	Taxable Benefits	% per hour	\$ per hour	
Vacation and Holiday	No		\$0.00	
Health and Welfare	No		\$0.00	
Pension	No		\$0.00	
Annuity	No		\$0.00	
Education / Apprentice Training	No		\$0.00	
Supplemental Unemployment	No		\$0.00	
Security Fund	No		\$0.00	
Benefits	Yes		\$26.10	
(Identify Taxable Benefits)	No		\$0.00	
<b>B. TOTAL BENEFITS PER HOUR</b>			\$26.10	\$26.10
<b>PAYROLL TAXES AND INSURANCE</b>				
* FICA			8.20%	
* Medicare			1.45%	
* Federal Unemployment			0.60%	
* State Unemployment			3.83%	
Disability			0.50%	
Family Leave			0.51%	
Workers' Compensation			18.29%	
GL			10.00%	
<b>C. TOTAL TAXES AND INSURANCE PER HOUR</b>				
	<u>\$69.85</u>	x	<u>0.4138</u>	% =
			\$28.82	\$35.65
<b>D. SUBTOTAL LABOR RATE</b>			(A + B + C) =	\$98.47      \$127.08

# EQUIPMENT EXPENSE WORKSHEET

Contractor Name: <u>Super LLC</u>	Date: <u>03/14/22</u>
Address: <u>203 Belmont Ave</u>	Project No.: <u>0</u>
<u>Haledon, NJ 07508</u>	Project Name: <u>Cold Spring NY</u>
Telephone Number: <u>(201)336-0477</u>	County: <u>Putnam</u>

## EQUIPMENT WORKSHEET

Equipment Description	Hours on Site	Monthly Rate	Hourly Rate (Monthly divided by 176hrs/month)	Equipment Expense
Cat 321 Excavator	104.00	\$7,000.00	\$39.77	\$4,136.38
Cat 321 Excavator - Hammer Attachment	96.00	\$7,000.00	\$39.77	\$3,818.18
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>SUBTOTALS</b>				<b>\$7,954.54</b>
<b>EQUIPMENT EXPENSE</b>				<b>\$7,954.54</b>

**MATERIAL EXPENSE WORKSHEET**

Contractor Name: <u>Super LLC</u>	Date: <u>03/14/22</u>
Address: <u>203 Belmont Ave</u>	Project No.: <u>0</u>
<u>Haledon, NJ 07508</u>	Project Name: <u>Cold Spring NY</u>
Telephone Number: <u>(201)336-0477</u>	County: <u>Putnam</u>

**MATERIAL WORKSHEET**

Material Description	Quantity	Unit	Unit Cost	Material Cost
Diesel	390	Gal	\$3.76	\$1,466.40
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>SUBTOTALS</b>				\$1,466.40
<b>TOTAL MATERIAL EXPENSE</b>				<b>\$1,466.40</b>

Copy for Super LLC



ML, Inc.  
65 South Street  
Passaic, NJ 07055  
tel: 973.470.9633  
fax: 973.470.9665  
www.mlinc.biz

### Extra Work Authorization

ML, Inc. authorizes the following extra work:

Project: New Town of Philipstown Highway Department Headquarters  
50 Fishkill Road  
Cold Spring, NY 10516

Subcontractor: SUPER LLC

Date: 10.18 2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>Excavator - operator</u>	<u>8</u>
<u>1</u>	<u>laborer</u>	<u>8</u>

Equipment used:      Furnished by:      Owner      GC      Subcontractor  
Excavation machine  
compactor

Material used:      Furnished by:      Owner      GC      Subcontractor

Description of work performed:

Extra excavation to the solid  
ledge rock, loading DPW Trucks  
with dirt from trenches. Removal big rocks.

APPROVALS:

\_\_\_\_\_  
For Owner      Melvin Witbe,      \_\_\_\_\_  
For GC      For Subcontractor

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.

# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: \_\_\_\_\_

Date 10-18-2021

Project Location 50 FISHKILL RD.

Bill To: ML INC

COLD SPRING - NY

65 SOUTH STREET

Supervisor: ANTONIO J LUIS

PASSAIC, NJ 07055.

Job Description: EXTRA EXCAVATION TO THE SOLID LOOSE ROCK LOADING. DUMP TRUCKS WITH DIRT TRENCHES. REMOVAL BIG ROCKS.

Labor	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor / OPERATOR	1	7:00	3:30	8	/	8	130	1040
Laborers	1	7:00	3:30	8	/	8	99	792
Others								

Quantity	Material	Rate	Amount
	321 CAT- EXCAVATOR	1,200	4200
	HAMMER	200	200

Quantity	Equipment	No. Days Usage	Rate	Amount
	321 CAT EXCAVATOR	1200		1200
	HAMMER	200		200

Comments

Super LLC Rep: T. DOMINGUEZ

Authorized By: [Signature] 12.03.2021



ML, Inc.  
 65 South Street  
 Passaic, NJ. 07055  
 tel: 973.470.9633  
 fax: 973.470.9665  
 www.mlinc.biz

### Extra Work Authorization

ML, Inc. authorizes the following extra work:

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

**Subcontractor:** SUPER LLC

**Date:** 10.19.2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>Excavator - operator</u>	<u>3</u>
<u>1</u>	<u>Laborer</u>	<u>3</u>

**Equipment used:** Excavator machine  
**Furnished by:** \_\_\_\_\_ **Owner** **GC** **Subcontractor**

**Material used:** \_\_\_\_\_ **Furnished by:** \_\_\_\_\_ **Owner** **GC** **Subcontractor**

**Description of work performed:**  
Excotion extra dirt + loading  
dirt to DPW Trucks

**APPROVALS:**

\_\_\_\_\_ Merin Ziske \_\_\_\_\_  
 For Owner For GC For Subcontractor

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.

# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021-003-NY (D) Date: 10/19/2021

Project Location: 50 FISHKILL ROAD Bill To: ML, LLC  
COLD SPRING, NY 65 SOUTH STREET

Supervisor: IOSIA PASSAIC, NJ 07055

Job Description: EXCAVATION OF EXTRA DIRT + LOADING  
DIRT TO NEW TRUCKS

Labor	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor	1					3	130	390
Laborers	1					3	99	297
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
1	CAT 321 EXCAVATOR	1		1200
1	HAMMER	1		250

Comments

Super LLC Rep: \_\_\_\_\_  
 Authorized By: Moum Zohy 10/20/2021



ML, Inc.  
 65 South Street  
 Passaic, NJ. 07055  
 tel: 973.470.9633  
 fax: 973.470.9665  
 www.mlinc.biz

### Extra Work Authorization

ML, Inc. authorizes the following extra work:

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

**Subcontractor:** SUPER LLC

**Date:** 10.20.2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>Operator - excavator</u>	<u>8</u>
<u>1</u>	<u>Laborer</u>	<u>8</u>

<u>Equipment used:</u>	<u>Furnished by:</u>	<u>Owner</u>	<u>GC</u>	<u>Subcontractor</u>
<u>Excavating machine</u>				
<u>Compactor</u>				

<u>Material used:</u>	<u>Furnished by:</u>	<u>Owner</u>	<u>GC</u>	<u>Subcontractor</u>
<u>3/4 clear stone</u>		<input checked="" type="checkbox"/>		

Description of work performed:  
Backfill foundation trenches approx  
3'-4' to the bottom footing. Spreading  
3/4 stone every 6" compacted. Traction in feet.

**APPROVALS:**

\_\_\_\_\_  
 For Owner

Yousuf Zick  
 For GC

\_\_\_\_\_  
 For Subcontractor

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.



# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021-003-NY (D)

Date 10/20/2021

Project Location 50 FISHKILL ROAD  
COLD SPRING, NY 10516

Bill To: ML, Inc.  
65 SOUTH STREET  
PASSAIC, NY 07055

Supervisor: 1

Job Description: BACKFILL FOUNDATION TRENCHES APPROX 3'-4'  
TO THE BOTTOM FOOTING SPREADING 3/4 STONE EVERY 6"  
(QUANTITY)

Labor/	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor/OPERATOR	1	7:00	3:30			8	130	1040
Laborers	1	7:00	3:30			5	99	792
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
1	CAT 321 EXCAVATOR	1		1200
1	HAMMER	1		250

**Comments**

Super LLC Rep: \_\_\_\_\_

Authorized By: Heim Zilly 11.03.2021



4281

ML, Inc.  
65 South Street  
Passaic, NJ. 07055  
tel: 973.470.9633  
fax: 973.470.9665  
www.mlinc.biz

### Extra Work Authorization

ML, Inc. authorizes the following extra work:

Project: New Town of Philipstown Highway Department Headquarters  
50 Fishkill Road  
Cold Spring, NY 10516

Subcontractor: SUPER LLC

Date: 10.22.2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>operator excavation machine</u>	<u>4</u>
<u>1</u>	<u>laborer</u>	<u>4</u>

<u>Equipment used:</u>	<u>Furnished by:</u>	<u>Owner</u>	<u>GC</u>	<u>Subcontractor</u>
<u>Excavation machine</u>				<input checked="" type="checkbox"/>
<u>compactor</u>				<input checked="" type="checkbox"/>

<u>Material used:</u>	<u>Furnished by:</u>	<u>Owner</u>	<u>GC</u>	<u>Subcontractor</u>

Description of work performed:

Extra excavation and big rock removal  
to the rock ledge approx 3'deep x 8'deep  
75 Lf for decking C&D walls.

APPROVALS:

For Owner

For GC

For Subcontractor

Younis Zikri

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.

# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021-003-NY (D)

Date: 10/22/2021

Project Location: 50 FISHKILL ROAD  
(OLD) SPRING, NY 10516

Bill To: ML, Inc  
65 SOUTH STREET  
PASSAIC, NJ 07055

Supervisor: \_\_\_\_\_

Job Description: EXTRA EXCAVATION & BIG ROCK REMOVAL TO THE  
ROCK LEDGE APPROX 3' DEEP X 8' WIDE 75 FT. FOR DECKING  
FNU WALL

Labog	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor/OPERATOR	1					4	130	520
Laborers	1					4	99	396
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
1	CAT 321 EXCAVATOR			1200
1	HAMMER			250

Comments

Super LLC Rep: \_\_\_\_\_

Authorized By: Mark Golen 12/03/2011



ML, Inc.  
65 South Street  
Passaic, NJ. 07055  
tel: 973.470.9633  
fax: 973.470.9665  
www.mlinc.biz

## Extra Work Authorization

ML, Inc. authorizes the following extra work:

Project: New Town of Philipstown Highway Department Headquarters  
50 Fishkill Road  
Cold Spring, NY 10516

Subcontractor: Super LLC

Date: 10.25.2021

Number of workers	Type of worker (laborer, mason, etc.)	Number of hours
<u>1</u>	<u>Operator Excavator</u>	<u>8</u>
<u>1</u>	<u>Laborer</u>	<u>8</u>

Equipment used:	Furnished by:	Owner	GC	Subcontractor
<u>Excavator, Compactor</u>				<u>✓</u>

Material used:	Furnished by:	Owner	GC	Subcontractor
<u>3/4 clear stone</u>				<u>✓</u>

Description of work performed:

Backfill trenches for foundation  
compaction every 6" to 42" elevation  
below finish grade. Tachonic eye witness.

APPROVALS:

For Owner: \_\_\_\_\_  
For GC: Heinrich Zinke  
For Subcontractor: \_\_\_\_\_

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.

# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021-003-NY(D)

Date: 10/25/2021

Project Location: 50 FISHKILL ROAD  
COLD SPRING, NY 10516

Bill To: ML, Inc.  
65 SOUTH STREET  
PASSAIC, NJ 07055

Supervisor: \_\_\_\_\_

Job Description: BANKFILL TRENCHES FOR FOUNDATION CONSTRUCTION  
EVERY 6" TO 42" ELEVATION BELOW FINISH GRADE  
TOTAL 1316 LINES

Labor/	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor / OPERATOR	1	7:00	3:30			5	130	1040
Laborers	1	7:00	3:30			8	94	720
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
1	CAT 321 EXCAVATOR			1200
1	HAMMER			250

Comments

Super LLC Rep: \_\_\_\_\_

Authorized By: [Signature] 12/01/2021



ML, Inc.  
 65 South Street  
 Passaic, NJ. 07055  
 tel: 973.470.9633  
 fax: 973.470.9665  
 www.mlinc.biz

### Extra Work Authorization

ML, Inc. authorizes the following extra work:

Project: New Town of Philipstown Highway Department Headquarters  
 50 Fishkill Road  
 Cold Spring, NY 10516

Subcontractor: SUPER LLC

Date: 10, 27, 2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>Operator excavation mach.</u>	<u>8</u>
<u>1</u>	<u>laborer</u>	<u>8</u>

Equipment used: Excavator.      Furnished by:      Owner      GC      Subcontractor  
 ✓

Material used:      Furnished by:      Owner      GC      Subcontractor

Description of work performed:

Crushing + chipping ledge rock  
for extra 6" space for 3/4 stamp  
under retaining wall foundation.

APPROVALS:

For Owner: \_\_\_\_\_      For GC: Martin Ziche      For Subcontractor: \_\_\_\_\_

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.

# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021-003-NY (D)

Date: 10/21/2021

Project Location: 50 FISHKILL ROAD  
COLD SPRING, NY 10516

Bill To: M.C. INC  
65 SOUTH STREET  
PASSAIC, NJ 07055

Supervisor: \_\_\_\_\_

Job Description: CRUSHING + CHIPPING LEDGE ROCK FOR  
EXTRA 6" SPACE FOR 3/4 STONE UNDER RETAINING  
WALL FOUNDATION

Labor /	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor / OPERATOR	1	7:00	3:30			8	130	1040
Laborers	1	7:00	3:30			8	90	720
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
1	CAT 321 EXCAVATOR			1200
1	HAMMER			250

Comments

Super LLC Rep: \_\_\_\_\_

Authorized By: Monica Zilber 12/02/2021



ML, Inc  
65 South Street  
Passaic, NJ 07055  
tel: 973.470.9633  
fax: 973.470.9665  
www.mlinc.biz

## Extra Work Authorization

ML, Inc. authorizes the following extra work:

Project: New Town of Philipstown Highway Department Headquarters  
50 Fishkill Road  
Cold Spring, NY 10516

Subcontractor: SUPER LLC

Date: 10.28.2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>Operator excavator</u>	<u>3</u>
<u>1</u>	<u>laborer</u>	<u>3</u>

<u>Equipment used:</u>	<u>Furnished by:</u>	<u>Owner</u>	<u>GC</u>	<u>Subcontractor</u>
<u>Excavating machine</u>				<input checked="" type="checkbox"/>

<u>Material used:</u>	<u>Furnished by:</u>	<u>Owner</u>	<u>GC</u>	<u>Subcontractor</u>
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Description of work performed:  
crushing, chipping ledge rock  
for extra 6" space for 3/4 stone  
under retaining wall foundation

APPROVALS:

<u>For Owner</u>	<u>Mauro Ziche</u> For GC	<u>For Subcontractor</u>
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Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.



# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021-003-NY (P)

Date: 10/28/2021

Project Location: 50 FISHKILL ROAD  
COLD SPRING, NY 10516

Bill To: MIC INC  
65 SOUTH STREET  
PASSAIC, NJ 07055

Supervisor: \_\_\_\_\_

Job Description: CRUSHING, CHIPPING LEDGE ROCK FOR EXTRA  
6" WALL FOR 3/4 STONE UNDER REMAINING WALL  
FOUNDATION

Labor	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor	1					3	130	390
Laborers	1					3	90	270
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
1	1 AT 321 EXCAVATOR			1200
1	HAMMER			250

Comments

Super LLC Rep: \_\_\_\_\_

Authorized By: Manu Byls 12.03.2021



Sept 7 per Super LLC

ML, Inc  
 65 South Street  
 Passaic, NJ. 07055  
 tel: 973.470.9633  
 fax: 973.470.9665  
 www.mlinc.biz

### Extra Work Authorization

ML, Inc. authorizes the following extra work:

Project: New Town of Phillipstown Highway Department Headquarters  
 50 Fishkill Road  
 Cold Spring, NY 10516

Subcontractor: Super LLC

Date: 10.29.2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>Operator</u>	<u>2</u>
<u>1</u>	<u>Laborer</u>	<u>2</u>

Equipment used: Excavation machine Furnished by: Owner GC Subcontractor ✓

Material used: Enough Furnished by: Owner GC Subcontractor

Description of work performed:  
North-West corner of building  
cutting ledge rock for extra 6" space  
below foundation for 2/3" clear stone  
installation

APPROVALS:  
For Owner For GC For Subcontractor  
Mark Zylke

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.

# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021-003-NY (D)

Date: 10/29/2021

Project Location: 50 FISHKILL ROAD  
COLD SPRING, NY 10516

Bill To: ML Inc  
63 SOUTH STREET  
PLISSAK, NJ 07055

Supervisor: \_\_\_\_\_

Job Description: NORTH-WEST CORNER OFF BUILDING CRUSHING  
LEDGE MORE FOR EXTRA 6" SPACE BELOW FOUNDATION FOR 3/4  
STONE

Labor /	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor / OPERATOR 1						2	130	260
Laborers /	1					2	99	198
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
1	CAT 321 EXCAVATOR			1200
1	HAMMER			250

Comments

Super LLC Rep: \_\_\_\_\_

Authorized By: Henry Zuber 10/29/2021



ML, Inc  
 65 South Street  
 Passaic, NJ. 07055  
 tel: 973.470.9633  
 fax: 973.470.9665  
 www.mlinc.biz

## Extra Work Authorization

ML, Inc. authorizes the following extra work:

**Project:** New Town of Philipstown Highway Department Headquarters  
 50 Finkell Road  
 Cold Spring, NY 10516

**Subcontractor:** SUPER LLC

**Date:** 11.02.2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>operator</u>	<u>8</u>
<u>1</u>	<u>laborer</u>	<u>8</u>

**Equipment used:** Excavation machine  
**Furnished by:** Owner      GC      Subcontractor

**Material used:** \_\_\_\_\_  
**Furnished by:** Owner      GC      Subcontractor

**Description of work performed:**  
Crushing stone North-West corner for  
foundation column 7A.

**APPROVALS:**

For Owner: \_\_\_\_\_  
 For GC: Maria Ziko  
 For Subcontractor: \_\_\_\_\_

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.

# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021-003-NY(D) Date: 11/02/2021

Project Location: 52 FISHERILL ROAD Bill To: NL Inc  
COLDSPRING, NY 10516 1-5 SOUTH STREET  
 Supervisor: \_\_\_\_\_ PASSAIC NJ 07655

Job Description: CRUSHING STONE NORTH-WEST CORNER 2 FOUR  
FOUNDATION COLUMN 7A

Labor	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor	1	7:00	5:30			8	130	1040
Laborers	1	7:00	5:30			8	99	792
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
1	CAT 321 EXCAVATOR			1200

Comments

Super LLC Rep: \_\_\_\_\_

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



ML, Inc.  
 65 South Street  
 Passaic, NJ. 07055  
 tel: 973.470.9633  
 fax: 973.470.9665  
 www.mfinc.biz

## Extra Work Authorization

ML, Inc. authorizes the following extra work:

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

**Subcontractor:** Super LLC

**Date:** 11.03.2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>Operator excav.</u>	<u>8</u>
<u>1</u>	<u>Laborer</u>	<u>8</u>

<u>Equipment used:</u>	<u>Furnished by:</u>	<u>Owner</u>	<u>GC</u>	<u>Subcontractor</u>
<u>Excavator machine</u>				<u>✓</u>

<u>Material used:</u>	<u>Furnished by:</u>	<u>Owner</u>	<u>GC</u>	<u>Subcontractor</u>

**Description of work performed:**

spreading 3/4 clear stone in area (columns 1 to 3) crushing (chisel) ledge rock for extra space for foundation and 6" under.

**APPROVALS:**

\_\_\_\_\_  
 For Owner

Meim Liche  
 For GC

\_\_\_\_\_  
 For Subcontractor

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.



# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021-003-NY (D)

Date: 11/04/2021

Project Location: 50 FISHKILL ROAD  
(OLD SPRING, NY 10516)

Bill To: ML INC  
65 SOUTH STREET  
PASSAIC NJ 07055

Supervisor: \_\_\_\_\_

Job Description: DRILLING 1" OPEN 8" DEEP + ANCHORING WITH  
1/4" DIA 50K FOR WALL 3/4 GALVANIZED

Labor	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor	0							
Laborers	2	7:00	3:30			18	49	1584
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
1	HAMMER			250

Comments

Super LLC Rep: T. DOMINGUEZ

Authorized By: Mom Poly 12.03.2021





ML, Inc.  
 65 South Street  
 Passaic, NJ. 07055  
 tel: 973.470.9633  
 fax: 973.470.9665  
 www.mlinc.biz

## Extra Work Authorization

ML, Inc. authorizes the following extra work:

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

**Subcontractor:** Super LLC

**Date:** 11.05.2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>operator</u>	<u>4</u>
<u>1</u>	<u>laborer</u>	

<u>Equipment used:</u>	<u>Furnished by:</u>	<u>Owner</u>	<u>GC</u>	<u>Subcontractor</u>
<u>Excavatory machine</u>				<u>✓</u>
<u>compressor</u>				<u>✓</u>

<u>Material used:</u>	<u>Furnished by:</u>	<u>Owner</u>	<u>GC</u>	<u>Subcontractor</u>

Description of work performed:

Crushing ledge work for column B

**APPROVALS:**

For Owner \_\_\_\_\_  
 For GC Martin Zieba  
 For Subcontractor \_\_\_\_\_

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.

# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021 003 - NY (D) Date: 11/05/2021

Project Location: 50 FISHKILL ROAD Bill To: ML. Co  
CYD SPRING, NY 10516 65 SOUTH STREET

Supervisor: \_\_\_\_\_ PHISSARI APT 117055

Job Description: CRUSHING LEDGE ROCK FOR COLUMN B

				Regular Time	Over Time	Total Hours	Rate	Amount
Labor/	No. of Men	Start	Finish					
Supervisor/OPERATOR	1					4	130	520
Laborers	1						99	396
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
1	CAT 321 EXCAVATOR			1200
1	HAMMER			200

Comments

Super LLC Rep: \_\_\_\_\_

Authorized By: Mauro Niche 120321



Copy for Super LLC

ML, Inc.  
 65 South Street  
 Passaic, NJ 07055  
 tel: 973.470.9633  
 fax: 973.470.9665  
 www.mlinc.biz

### Extra Work Authorization

ML, Inc. authorizes the following extra work:

**Project:** New Town of Philipstown Highway Department Headquarters  
 50 Flatkill Road  
 Cold Spring, NY 10518

**Subcontractor:** SUPER LLC

**Date:** 11.08.2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>OPERATOR (Excavator)</u>	<u>8</u>
<u>1</u>	<u>laborer</u>	<u>8</u>

Equipment used: Excavating machine compressor  
 Furnished by: Owner GC Subcontractor

Material used: 3/4 clear stone  
 Furnished by: Owner GC Subcontractor

Description of work performed:  
Excavating for foundation in Line 7  
from column B to E (52" to the bottom foundation)  
Backfill 3/4 stone 12" compaction every 6"

**APPROVALS:**

For Owner: \_\_\_\_\_  
 For GC: Mason Zibe  
 For Subcontractor: \_\_\_\_\_

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.

# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021-003-NY (0)

Date: 11/08/2021

Project Location: 50 FISHKILL ROAD  
COLD SPRING, NY 10516

Bill To: ML, Inc  
65 SOUTH STREET  
PASSAIC, NJ 07055

Supervisor: \_\_\_\_\_

Job Description: EXCAVATING FOR FOUNDATION IN LIN 7 FROM  
WDMN B TO E (32" TO THE BOTTOM FOUNDATION)  
TABLE 3/4 SINE 12" (COMPLYING EVERY 1')

Labor,	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor <u>ADRETTI</u>	<u>1</u>	<u>7:00</u>	<u>3:30</u>			<u>8</u>	<u>130</u>	<u>1040</u>
Laborer <u>/</u>	<u>1</u>	<u>7:00</u>	<u>3:30</u>			<u>5</u>	<u>99</u>	<u>79.5</u>
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
<u>1</u>	<u>(AT 32) EXCAVATOR</u>			<u>1200</u>
<u>1</u>	<u>HAMMER</u>			<u>250</u>

Comments

Super LLC Rep: \_\_\_\_\_

Authorized By: Mario R. by 12/03/2021



ML, Inc.  
 65 South Street  
 Passaic, NJ. 07055  
 tel: 973.470.9633  
 fax: 973.470.9665  
 www.mlinc.biz

## Extra Work Authorization

ML, Inc. authorizes the following extra work:

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

**Subcontractor:** Super LLC

**Date:** 11.18.2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>Operator</u>	<u>8</u>
<u>1</u>	<u>laborer</u>	<u>8</u>

<u>Equipment used:</u>	<u>Furnished by:</u>	<u>Owner</u>	<u>GC</u>	<u>Subcontractor</u>
<u>Excavating mech</u>				<u>✓</u>

<u>Material used:</u>	<u>Furnished by:</u>	<u>Owner</u>	<u>GC</u>	<u>Subcontractor</u>

**Description of work performed:**  
Crushing ledge rock NW corner  
for chain pipe along foundation  
for retaining wall.

**APPROVALS:**

\_\_\_\_\_ Yoram Zela \_\_\_\_\_  
 For Owner For GC For Subcontractor

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.

# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021-003-NY (0)

Date: 11/18/2021

Project Location: 50 FISHKILL ROAD  
COLDSPRING, NY 10516

Bill To: NL LLC  
65 SOUTH STREET  
PASSAIC, NJ 07055

Supervisor: \_\_\_\_\_

Job Description: CRUSHING LEDGE ROCK NW CORNER  
FOR DRAIN PIPE ALONG FOUNDATION FOR  
RETAINING WALL

Labor	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor	1	7:00	3:30			8	130	1040
Laborers	1	7:00	3:30			8	99	792
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
1	CAT 321 EXCAVATOR			1200
1	HAMMER			250

Comments

Super LLC Rep: \_\_\_\_\_

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



ML, Inc.  
 65 South Street  
 Passaic, NJ. 07055  
 tel: 973.470.9633  
 fax: 973.470.9665  
 www.mlinc.biz

## Extra Work Authorization

ML, Inc. authorizes the following extra work:

**Project:** New Town of Philipstown Highway Department Headquarters  
 50 Fishkill Road  
 Cold Spring, NY 10518

**Subcontractor:** SUPER LLC

**Date:** 11.19.2021

<u>Number of workers</u>	<u>Type of worker (laborer, mason, etc.)</u>	<u>Number of hours</u>
<u>1</u>	<u>Operator</u>	<u>8</u>
<u>1</u>	<u>laborer</u>	<u>8</u>

**Equipment used:** excavator machine      **Furnished by:**      Owner      GC      Subcontractor 1

**Material used:** \_\_\_\_\_      **Furnished by:**      Owner      GC      Subcontractor

Description of work performed:

cutting (finishing) ledge rock in corner N.W  
Removing all rocks from trenches for foundation  
Digging and clearing trenches again to the  
elevated bottom of foundation,

APPROVALS:

\_\_\_\_\_ Kevin White \_\_\_\_\_  
 For Owner                              For GC                              For Subcontractor

Please note all on-site employees are to be paid at applicable NYS prevailing wage rates for the County in which the work is performed.

# Super LLC

484 Route 17 North, Paramus, NJ 07652 - Tel: (201) 336-0477 - Fax (201) 334-0067

## TIME AND MATERIAL

Project Number: 2021-003-NY (0) Date 11/19/2021

Project Location 50 FISHKILL ROAD Bill To: ML Inc  
COLD SPRING, NY 10516 65 SOUTH STREET  
 Supervisor: \_\_\_\_\_ PASSAIC NJ 07055

Job Description: CRUSHING (FINISHING) LEDGE ROCK IN CORNER N/W  
REMOVING ALL ROCKS FROM TRENCHES AGAIN FOR FOUNDATION  
INSTALLING & LEAVING IRONING HELIX TO THE BOTTOM  
BOTTOM OF FOUNDATION

Labor	No. of Men	Start	Finish	Regular	Over	Total	Rate	Amount
				Time	Time	Hours		
Supervisor	1	7:00	3:30			8	130	1040
Laborers	1	7:00	3:30			8	99	792
Others								

Quantity	Material	Rate	Amount

Quantity	Equipment	No. Days Usage	Rate	Amount
1	CAT 321 EXCAVATOR			1200
1	HAMMER			250

Comments

Super LLC Rep: \_\_\_\_\_  
 Authorized By: \_\_\_\_\_



**RESOLUTION # -2022**

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 for a credit in the total amount of \$14,414.95:

- **Elimination of Jib Crane – GC-CO-03 – ML, Inc. - \$14414.95**



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 Elimination of Jib Crane at Proposed Highway Department Headquarters

**Date:** 29 April 2022

**Attached:** Change Order GC-CO-03

Dear Members of the Town Board,

We recommend accepting Change Order GC-CO-03, dated April 18, 2022, for a credit of fourteen thousand four hundred fourteen and 95/100 dollars (\$14,414.95).

Attached please find and review change order 04, dated February 24, 2022, submitted by ML Inc., the project's General Work Contractor, for a credit related to eliminating the jib crane from the project. The change order provides information related to the credit for equipment and installation labor, along with costs for canceling the order. Omitting the crane will allow the building's steel frame to be constructed with standard elements and prevent additional construction delay. The amount of this change order has been reviewed, negotiated, and approved by The Palombo Group.

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

**PROJECT:** *(name and address)*  
Philipstown Highway Dept HQ  
50 Fishkill Rd. Nelsonville, NY 10516

**OWNER:** *(name and address)*  
Town Of Philipstown  
238 Main Street  
Cold Spring, NY 10516

**CONTRACTOR:** *(name and address)*  
ML, Inc.  
65 South Street  
Passaic, NJ 07055

**CONTRACT INFORMATION:**  
Contract For: General Work #G.1  
Date: 7-9-2021

**ARCHITECT:** *(name and address)*  
Highlands Architecture PLLC  
3212 Route 9, 2nd Floor  
Cold Spring, NY 10516

**CHANGE ORDER INFORMATION:**  
Change Order Number: GC-CO-03  
Date: 4-18-2022

**CONSTRUCTION MANAGER:** *(name and address)*  
The Palombo Group  
22 Noxon Road  
Poughkeepsie, NY 12601

**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.)*

Credit: Remove jib crane from scope.

The original Contract Sum was	\$ 2,202,000.00
Net change by previously authorized Change Orders	\$ 46,154.38
The Contract Sum prior to this Change Order was	\$ 2,248,154.38
The Contract Sum will be decreased by this Change Order in the amount of	\$ 14,414.95
The new Contract Sum including this Change Order will be	\$ 2,233,739.43

The Contract Time will be unchanged by Zero (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 PLLC

**ARCHITECT** *(Firm name)*

-See attached signatures page-

**SIGNATURE**

Justin R. Kacur, Architect

**PRINTED NAME AND TITLE**

**DATE:**

ML, Inc.

**CONTRACTOR** *(Firm name)*

-See attached signatures page-

**SIGNATURE**

Lucyna Mroczek, President

**PRINTED NAME AND TITLE**

**DATE:**

The Palombo Group

**CONSTRUCTION MANAGER** *(Firm name)*

-See attached signatures page-

**SIGNATURE**

Tom Chesser, Project Manager

**PRINTED NAME AND TITLE**

**DATE:**

Town Of Philipstown

**OWNER** *(Firm name)*

-See attached signatures page-

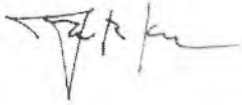
**SIGNATURE**

John Van Tassel, Town Of Philipstown - Town Supervisor

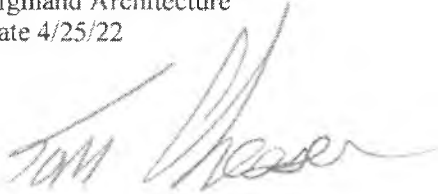
**PRINTED NAME AND TITLE**

**DATE:**

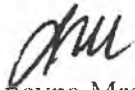
## Signatures Page



Justin Kacur  
Highland Architecture  
Date 4/25/22



Tom Chesser  
The Palombo Group  
Date: 4/25/22



Lucyna Mroczek  
ML, Inc.  
Date: 04/25/2022



ML, Inc.  
 65 South Street  
 Passaic, NJ. 07055  
 tel: 973.470.9633  
 fax: 973.470.9665  
 www.mlinc.biz

TPS Review  
 Cost approved credit  
 (-\$14,414.95)  
 OK per JVT/TOP  
 4/14/2022

# CHANGE ORDER

<b>Owner:</b>	Town of Philipstown	<b>Change Order #</b>	<b>04</b>
<b>Address:</b>	238 Main Street, Cold Spring, NY 10516	<b>Date:</b>	2/24/2022
<b>CM:</b>	The Palombo Group 22 Noxon Street, Poughkeepsie, NY 12601	<b>Issued By:</b>	Mike Golden
<b>Attn:</b>	Mr. Tom Chesser		
<b>Architect:</b>	Highlands Architecture, PLLC		
<b>Address:</b>	3212 US-9 Cold Spring, NY 10516		
<b>Project:</b>	New Town of Philipston Highway Department Headquarters	<b>Architect #:</b>	2007-HIGHWAY
<b>Address:</b>	50 Fishkill Road, Nelsonville, NY 10516	<b>ML, Inc. #</b>	ML21-035
		<b>Contract Date:</b>	7/6/2021

ML, Inc. is hereby directed to make the following change to the above-referenced Contract:

<u>Scope of work:</u>			
<u>Credit for jib crane</u>			
1. JIB CRANE MATERIAL - 3 ton wall cantilever jib crane with electric chain hoist and motorized trolley		\$	(14,300.00)
2. JIB CRANE INSTALLATION - 3 ton wall cantilever installation		\$	(3,000.00)
3. American Crane & Equipment cancellation charge		\$	3,099.50
4. ML, Inc. project management & office time for procurement coordination		\$	1,000.00

Original Contract Amount	\$	2,202,000.00
Change Orders Approved to Date	\$	18,468.20
Most Recent Contract Total	\$	2,220,468.20
Amount of This Change Order	\$	(14,414.95)
<b>Revised Contract Total</b>	<b>\$</b>	<b>2,206,053.25</b>

Sum	\$	(13,200.50)
	\$	-
OHP 5%	\$	(660.03)
Bond 2%	\$	(277.21)
Insurance 2%	\$	(277.21)
<b>Change Order Total</b>	<b>\$</b>	<b>(14,414.95)</b>

Owner Representative:  
 Signature: \_\_\_\_\_

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

YOUR CRITICAL LIFT EXPERTS



June 7, 2021

**ML, Inc.**  
65 South Street  
Passaic, NJ 07055

Attn: Michael Golden  
Email: [estimating@mlinc.biz](mailto:estimating@mlinc.biz)

Re: ACECO Proposal # 211051E  
3 Ton Jib Crane  
Philipstown Highway Dept.

Thank you for your interest in American Crane & Equipment Corporation (ACECO) and its products and services. In response to your request for quotation, we are pleased to provide you with our proposal for the equipment outlined below.

We thank you for the opportunity to quote on your requirements, and look forward to working with you on this project.

If you have any questions, please do not hesitate to contact us.

Sincerely,  
American Crane & Equipment Corporation

A handwritten signature in cursive script that reads "Bruce Seiz".

Bruce Seiz  
Sales Engineer  
610-385-2878  
[bseiz@americancrane.com](mailto:bseiz@americancrane.com)

CORPORATE HEADQUARTERS  
531 Old Swede Road · Douglassville, PA 19518  
877.877.6778 · Fax: 610.385.3191

SERVICE, PARTS & STANDARD CRANES  
1440 Ben Franklin Highway · Douglassville, PA 19518  
877.877.6778 · Fax: 484.945.0431

LESTER DIVISION  
10 Industrial Highway · MS10 · Q Building, 2nd Floor · Lester, PA 19113-2002  
[AmericanCrane.com](http://AmericanCrane.com)

**ITEM #1**

Qty. (1)                      Wall cantilever jib crane with electric chain hoist and motorized trolley

Capacity:                      3 tons  
Rotation:                      Manual  
Hoist Model:                    CM Lodestar  
Lift:                              10'-0"  
Hoist Speed:                    11 FPM  
Trolley Speed:                 30 FPM  
Hoist Brake:                    Disc type plus regenerative braking  
Overload Limiter:              Included  
Load Chain:                    Alloy steel  
Control Method:                Pushbutton station suspended from hoist  
Chain Container:               Included  
Power Supply:                 230/460-3-60  
Application:                    Indoor

**PRICE ..... \$14,300.00 EACH**

**estimating@mlinc.biz**

---

**From:** Jake Brensinger <jbrensinger@americancrane.com>  
**Sent:** Thursday, February 17, 2022 3:16 PM  
**To:** estimating@mlinc.biz  
**Subject:** RE: 3 Ton Jib Crane- New Town of Philipstown Highway Dept.  
**Attachments:** OCMLINC-001.pdf; 21919 Hours.pdf

Aleks,

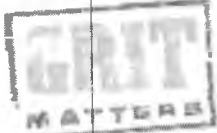
ACECO acknowledges the cancellation of this purchase order, please find attached a copy of the cancellation charge with the associated fees.

Please acknowledge receipt and acceptance of these cancellation charges.

Please let me know if you have any questions.

Thanks,

*Jake Brensinger*  
*Project Manager*  
*American Crane & Equipment Corporation*  
*Office: (610)385-6061 x233*  
*Cell: (484)687-0986*  
[jbrensinger@americancrane.com](mailto:jbrensinger@americancrane.com)



**From:** estimating@mlinc.biz <estimating@mlinc.biz>  
**Sent:** Thursday, February 17, 2022 12:34 PM  
**To:** Jake Brensinger <jbrensinger@americancrane.com>  
**Subject:** RE: 3 Ton Jib Crane- New Town of Philipstown Highway Dept.

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Jake,

We have been instructed by the owner that the jib crane has been deleted from our scope of work for this project.

Based on this we have to cancel our purchase order for this project.

Please acknowledge receipt of this request.

We apologize for any inconvenience.





AMERICAN CRANE & EQUIPMENT CORP.

531 Old Swade Rd, Douglassville, PA 19518 www.americancrane.com

Toll Free 1-877-877-6778 Phone 610-385-6061 Fax 610-385-3191

February 17, 2022

OCMLINC-001

Estimating  
ML, Inc  
65 South Street  
Passaic, NJ 07055  
Ph: 973-470-9633

Subject: Cancellation of ACECO Job# 21919; ML PO# ML-Philpstown-001

ACECO provides the following proposal for the cancellation of the above referenced project. I have attached our Accounting records to show hours accumulated on this project.

**CANCELLATION PRICING**

Disipline	Rate	Task Description	Hours	Total
Project Manager	\$ 144.00	Organize and manage project task scope, manage schedule and budget	11	\$ 1,584.00
Engineer	\$ 102.00	General Arrangement Drawings; 2 Revisions	11.5	\$ 1,173.00
Quality Inspector	\$ 97.00	Quality Review	.5	\$ 48.50
Shop Foreman	\$ 147.00	Project Review for Shop Resources	2	\$ 294.00
Total				<b>\$ 3,099.50</b>

The total cost for cancellation: \$3,099.50

**AMERICAN CRANE & EQUIPMENT CORPORATION**

*Jake Brexinger*

Jake Brexinger  
ACECO Project Manager  
Office: 610-385-6061 ext. 233  
Cell: 484-687-0986

[jake@americancrane.com](mailto:jake@americancrane.com)

**ACECO Labor Distribution by Job**

JOB NUMBER	HOURS WORKED	WORK CENTER	EMPL #	DATE PERFORMED	LAST_NAME
<b>21919</b>					
<b>400</b>	<b>MANUFACTURING</b>				
	2.00	400	000339	1/24/2022	CUCCARO
<b>WC TOTAL:</b>	<b>2.00</b>				
<b>801</b>	<b>QA</b>				
	0.50	801	000346	1/4/2022	WETZEL
<b>WC TOTAL:</b>	<b>0.50</b>				
<b>914</b>	<b>MECHANICAL DRAFTING</b>				
	1.00	914	000286	1/10/2022	OSWALD
	0.50	914	000286	1/11/2022	OSWALD
	0.50	914	000286	1/12/2022	OSWALD
	0.50	914	000286	2/1/2022	OSWALD
	1.00	914	000286	2/2/2022	OSWALD
	0.50	914	000286	2/3/2022	OSWALD
	4.50	914	000286	12/10/2021	OSWALD
	1.50	914	000286	12/14/2021	OSWALD
	0.50	914	000286	12/22/2021	OSWALD
	0.50	914	000286	12/23/2021	OSWALD
	0.50	914	000286	2/7/2022	OSWALD
<b>WC TOTAL:</b>	<b>11.50</b>				
<b>919</b>	<b>PROJECT MANAGEMENT</b>				
	1.00	919	000561	2/7/2022	BRENSINGER
	1.00	919	000561	2/8/2022	BRENSINGER
	1.00	919	000561	12/21/2021	BRENSINGER
	1.00	919	000561	12/22/2021	BRENSINGER
	1.00	919	000561	12/14/2021	BRENSINGER
	1.00	919	000561	12/15/2021	BRENSINGER
	1.00	919	000561	12/9/2021	BRENSINGER
	1.00	919	000561	2/2/2022	BRENSINGER
	1.00	919	000561	2/3/2022	BRENSINGER
	1.00	919	000561	2/4/2022	BRENSINGER
	1.00	919	000561	1/10/2022	BRENSINGER
<b>WC TOTAL:</b>	<b>11.00</b>				
<b>JOB TOTAL:</b>	<b>25.00</b>				

**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to sign the 2021 Sponsor Authorization Form for the Service Award Program for the Garrison Volunteer Ambulance Corps.

**2021 SPONSOR AUTHORIZATION FORM**  
**SERVICE AWARD PROGRAM**

**Town of Philipstown**  
**Garrison Volunteer Ambulance Corps.**

**DEADLINE: MAY 1, 2021**

This form is to be signed by the Supervisor of the Town of Philipstown after the 2021 listing has been posted for at least 30 days, as certified by the completion of the 2021 Ambulance Company Posting Certification Form. Please sign and return the entire Data Request Package to:

Penflex Actuarial Services, LLC.  
50 Century Hill Drive, Suite 3  
Latham, NY 12110

---

**AUTHORIZATION**

I hereby authorize Penflex Actuarial Services, LLC. to use the data submitted herein for the active volunteer ambulance worker Service Award Program 2021 records. I understand this data will be used to determine the funding requirements of the Service Award Program, the eligibility of participants to be paid Service Award Program benefits and the amount of benefits to be paid to such persons. I understand that if any of the 2021 administrative services provided by Penflex Actuarial Services, LLC. must be redone due to errors in the data submitted herein, there may be an additional charge payable by the Program Sponsor. I further understand that Penflex Actuarial Services, LLC. will not be liable for any errors in the calculation of the amounts due or payable from the Service Award Program Trust Fund which are the direct result of an error(s) in the data

---

Signature

Supervisor

Town of Philipstown

---

Date

## Garrison Ambulance LOSAP 2021

Max Points	25	20	25	20
Members	Training	Sleep In	Office/	Points for
		Stand By	Committee	Meetings Attended
<b>Cashman, David</b>	0	4	0	6
Cashman, Matthew	0	0	0	0
Godbee, Mark	4	31	15	12
Herminghouse, J	1	31	15	12
Irish, Kylie	0	0	0	0
Kelly, Edward	3	40	15	14
Lalburne, David	0	0	15	25
Lombardo, Kathy	0	0	0	0
Morzello, Ton	0	0	0	1
Rist, Karen	0	0	0	0
Smith, Patti	0	1	0	2
Stokes, Paul	0	2	0	0
Tiffany- Miller, G	0	0	0	0
Tudor, Rodney	0	0	0	0
Tudor Jr., Derek	0	0	15	13
Tudor Sr., Derek	0	0	0	0
Berkley, April	0	0	0	0
Bohl, Sandra	0	0	0	0
Calhoun, Marie	0	0	0	0
Hubbard, Gordon	0	0	0	0
Rimm, William	0	0	0	0
Borda, Owen	0	0	15	14
Conway, Peter	0	0	15	21
Subhiyah, C.	0	0	0	0
Cooper, Chris	2	49	0	4

	25	20	50	15	
# of Calls 461	Attending	# of Drills	Military	Misc.	Total
	10% of Calls		Leave	Pts.	Points
0	0	0	0	0	10
0	0	0	0	0	0
6	0	1	0	15	86
13	0	0	0	8	89
0	0	0	0	0	0
14	0	1	0	10	83
0	0	0	0	15	60
0	0	0	0	0	0
0	0	0	0	0	1
0	0	0	0	0	0
0	0	0	0	0	3
0	0	0	0	0	2
0	0	0	0	0	0
0	0	0	0	0	0
92	20	0	0	15	63
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	15	44
0	0	0	0	15	51
0	0	0	0	0	0
14	0	0	0	0	55







**RESOLUTION # -2022**

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

**RESOLVED**, that the Town Board hereby accepts the Tax Collection System Upgrade proposal in the amount of \$5800.00 from Software Consulting Associates.



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 # -2022**

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

**RESOLVED**, that the Town Board hereby authorizes the purchase of a 3D Bas-Relief Carved, Bronze or Brass-Plated Town of Philipstown Seal in the amount of \$2250.00.

Art SignWorks, Inc.  
41785 Elm St, Ste 302, Murrieta, CA, 92562  
info@artsignworks.com  
+1 951-698-8484

www.artsignworks.com; www.woodmetalplaques.com; www.artsignworks.net



# Quote 11958 #3

## Philipstown Seal

SALES REP INFO  
Liz Olson-Skadal  
Project Coordinator  
elizabeth@artsignworks.com  
951 698 8484

QUOTE DATE  
10/01/2021  
QUOTE EXPIRY DATE  
11/30/2021  
TERMS  
50% Deposit / 50% Shipping

ORDERED BY  
Town of Philipstown Justice Court  
238 Main St - POB 155  
Cold Spring, NY, NY

CONTACT INFO  
Cindy Paraggio Court Clerk  
cparaggio@nycourts.gov  
+1 845-265-2951

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)
1	<b>3D Bas-Relief Carved, Bronze or Brass-Plated</b> (1) 48" x 36" x 1.5" HDU **Single-Sided, Carved in 3D Bas-Relief **Bronze or Brass-Plated, Polished w/Choice of Patina **Z-clip included for mounting **Wood Crating	1	Each	\$1,810.00	\$1,810.00
2	<b>**3D Artwork Fee- Applies to 3D Options ONLY</b> One-time fee for new artwork- Labor to create an original 3D .sll modeling file for CNC Carving from provided image	1	Unit	\$200.00	\$200.00
3	<b>Shipping fee - LTL Freight</b> Ground Service to NY **Offloading included at Delivery	1	Each	\$240.00	\$240.00

**\* COURT REC. \$500. GRANT FUNDS**

Proof fee: \$0  
Subtotal: \$2,250.00  
Sales Tax (0%): \$0  
Total: \$2,250.00

SIGNATURE:

DATE:

**M7008 - Bronze 3D  
Wall Plaque of the  
Great Seal of the  
State of Illinois**



*SAMPLE*

**M7028- Bronze Wall  
Plaque for State of  
Florida Great Seal**



**SAMPLE**





April 28, 2022

Supervisor John Van Tassel  
Attn: Town Clerk  
Town of Philipstown  
238 Main Street  
Cold Spring, NY 10516

Dear Supervisor Van Tassel and members of the Town Board,

Since the first anniversary of 1969's Stonewall riots, through President Clinton's 1999 White House declaration, and onward to today, the month of June has long been considered National Pride Month, acknowledging our country's vast and dynamic LGBTQIA+ communities, and honoring the important leaders and organizers who fought for the establishment and advancement of equality nationwide.

This June, we ask the Town Board to continue that tradition by celebrating our town's queer residents, employees and visitors – past, present, and future – through the monthlong display of a Progress Pride flag in front of Town Hall. On April 13, the Cold Spring Board of Trustees unanimously approved our request for flags at Village Hall, McConville Park and the waterfront bandstand.

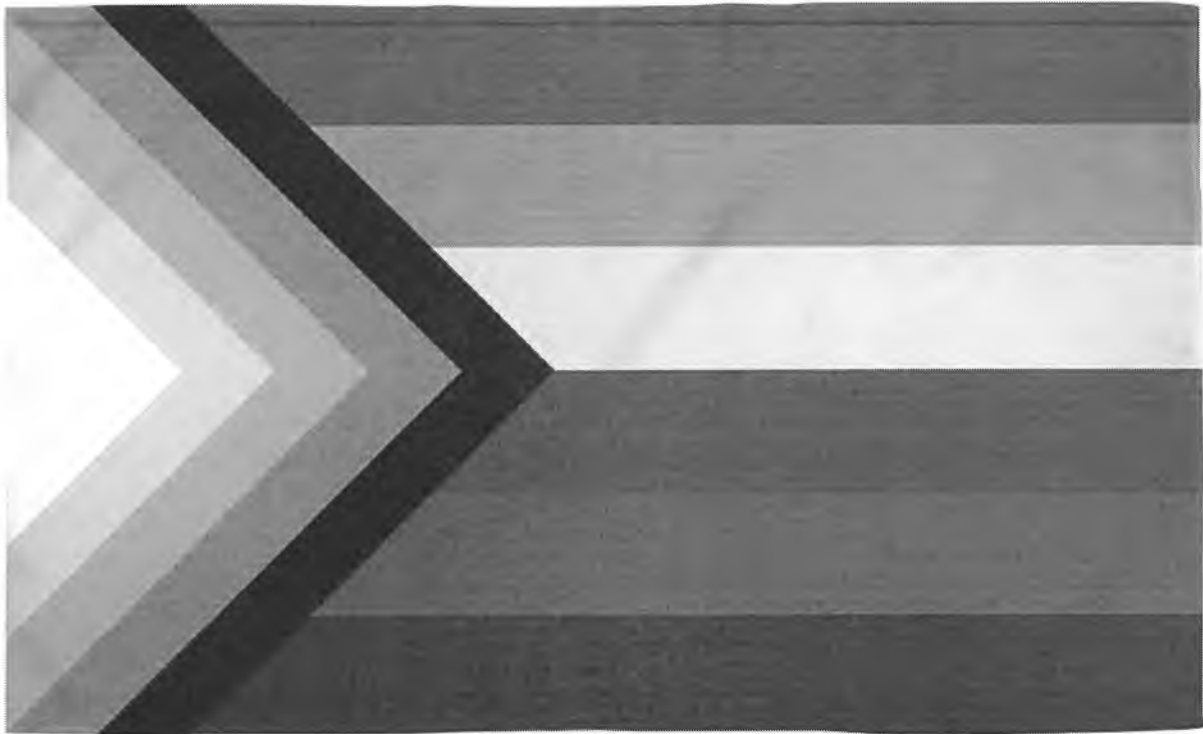
Four local businesses have generously offered to purchase the flags and donate them to the town and to the village: **Amanda Amadei** of Amadei Yoga, designer **Charles Burleigh**, **Anthony Lise** of Lise Law & Mediation PLLC, and **Michael Siebert** of Houlihan Lawrence. Our hope is that the flags remain in use each June for years to come.

We have a few limited options for sizes and materials, and will defer to the Board or whomever else you'd request to confirm the appropriate size flag for this specific location.

Thank you for your consideration, and for your continued commitment to make Philipstown a welcoming community for everyone.

Warm regards,

Sean Conway, Cold Spring  
Teddy Nagel, Garrison  
Eileen McDermott, Putnam Pride



Size Options:

4' x 6'

3' x 5'

2' x 3' *(This is the least desirable, as it is only available in a lower-quality weight.)*

18" x 12"



April 7, 2022

Supervisor John Van Tassel  
Attn: Town Clerk  
Town of Philipstown  
238 Main Street  
Cold Spring, NY 10516

Dear Supervisor Van Tassel and members of the Town Board,

Since the first anniversary of 1969's Stonewall riots, through President Clinton's 1999 White House declaration, and onward to today, the month of June has long been considered National Pride Month, acknowledging our country's vast and dynamic LGBTQIA+ communities, and honoring the important leaders and organizers who fought for the establishment and advancement of equality nationwide.

This June, we ask the Town Board to continue that tradition by celebrating our town's queer residents, employees and visitors – past, present, and future – through the monthlong display of a Progress Pride flag in front of Town Hall. We are making a similar request to the Cold Spring Board of Trustees for the flagpoles at Village Hall, McConville Park and the waterfront gazebo.

Four local businesses have generously offered to purchase the flags and donate them to the town and to the village: **Amanda Amadei** of Amadei Yoga, designer **Charles Burleigh**, **Anthony Lise** of Lise Law & Mediation PLLC, and **Michael Siebert** of Houlihan Lawrence. Our hope is that the flags remain in use each June for years to come.

We have a few limited options for sizes and materials, and will defer to the Board or whomever else you'd request to confirm the appropriate size flag for this specific location.

Thank you for your consideration, and for your continued commitment to make Philipstown a welcoming community for everyone.

Warm regards,

Sean Conway, Cold Spring  
Teddy Nagel, Garrison  
Eileen McDermott, Putnam Pride

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# MUNICIPAL ADMINISTRATORS ASSOCIATION

**Alexandra Marshall, President**  
**Lindsey M. Luft, Vice President**  
**Bryan Healy, Secretary/ Treasurer**

March 3, 2022

**Executive Board & Members**

New York State City/County  
Management Association

**Executive Board & Members**

Municipal Administrators Association  
of Metropolitan New York

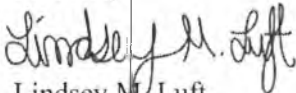
Dear Colleagues:

The Municipal Administrators Association of Metropolitan New York (MAA) recently created a sub-committee that focuses on emergency medical services (EMS). For background information and convenience, a handful of previously shared documents have been included as attachments. Recently the Westchester County EMS Advisory Board (County Advisory Board) provided the MAA EMS Subcommittee with the opportunity to provide our feedback on their recommendation to County Executive George Latimer. Through the County Advisory Board's process of drafting their recommendations, State Senator Shelley Mayer was involved in the conversations.

Most recently, state legislation (Bill S.8432) was introduced to the Senate which, among other things, would designate EMS as an essential service to be provided in some form as determined by the municipalities (currently not a requirement). It also creates a path to obtain access to group health care (such as NYSHIP), the retirement system, training, and developing regional and state guidelines and standards for providing EMS service.

We encourage you all to share this draft legislation with your Boards and request they consider adopting a resolution of support. At a minimum, we hope everyone is supportive of the section that designated EMS as an essential service to be provided in some form by all municipalities. A draft resolution is attached for your convenience; of course, please feel free to modify.

Sincerely,



Lindsey M. Luft  
Vice President, MAA  
Member, MAA EMS Subcommittee

CC: Chris Bradbury, Member, MAA EMS Subcommittee  
Edward Brancati, Member, MAA EMS Subcommittee  
Karen D'Attore, Member, MAA EMS Subcommittee

Attachments: Rye Brook EMS Letter 08.17.2021  
County EMS Advisory Board Recommendations to Latimer 02.09.2022  
NYS Bill S8432 EMS  
Draft Resolution in Support of Bill S.8432

## **THE CURRENT EMERGENCY MEDICAL SERVICES (EMS) CRISIS & NEED FOR CONVERSATION & CHANGE**

**Chris Bradbury, Rye Brook Village Administrator**  
**August 17, 2021**

Dear NYSCMA & MAA Municipal Colleagues:

EMS systems throughout the county and state are currently facing a crisis and they need our help as municipal leaders.

For many years, EMS services have suffered with low compensation, lack of benefits and lack of career opportunities that resulted in difficulty recruiting and retaining providers. These issues often result in insufficient staffing forcing EMS agencies to routinely rely on mutual aid to cover their calls.

I know we all agree that one of the primary roles of municipal leaders is to assure the health and safety of our citizens. In New York, many people would be shocked that EMS has not been deemed an “essential service” and first responder like police and fire departments. This excludes them from receiving many forms of State Aid. In fact, as of 2020, only eleven (11) states in the U.S. (including Connecticut) have designed EMS as an “essential service” or first responder. In 2019, the federal government established SIREN grants as a resource for EMS agencies. Unfortunately, this grant is currently funded at only \$5.5M annually for the entire nation with eligibility limited to rural communities.

EMS is provided in many models. There are municipal EMS departments, private (for profit) companies, volunteer agencies, hospital-based services and independent not-for-profit agencies. Unless employees are part of a local government, most EMS professionals have no retirement system, receive no retirement pay and little or no benefits. Many employees must pay high health insurance contribution costs for more expensive health plans on limited salaries. The typical EMS provider works for 2-3 different EMS agencies and often 60 to 80 hours a week to pay their bills. Private ambulance companies notoriously provide low pay compared to other EMS agencies. In areas served by volunteer EMS personnel, it has also been increasingly difficult to recruit volunteers, especially as a result of COVID. Many EMS workers leave this profession as soon as they can obtain positions as police officers, firefighters, or nurses because the working conditions are better and the pay and benefits are far superior.

The COVID pandemic has pushed an already tenuous system to the brink of enormous crisis. Experienced EMS workers are leaving the profession due to the increased occupational risks and better pay and benefits. This has also caused a gap in senior leadership coupled with a lack of qualified candidates to fill positions. The EMS workload has also changed and is on the rise from an increasing number of stand-alone medical facilities, skilled nursing facilities, and senior living residences. This lack of available EMS staff, combined with the increased workload, has made it common for dispatchers to have to reach out to multiple agencies before finding a crew to respond to a call. This practice results in delayed response times that effectively leave another area uncovered. It is not unusual for some areas of Westchester County (both north and south) to experience response times approaching an hour. It should be noted that a patient suffering a Cardiac Arrest starts suffering irreversible brain damage at about 6 minutes. It is frustrating that all the progress made by hospitals in treating time sensitive medical conditions like heart attacks and strokes is negated in some cases by the inability to transport these patients to a hospital in a timely fashion.

As if those are not enough challenges, over half of most EMS agency revenues come from insurance payments or Medicare billing for transporting a patient to a hospital or medical facility. Even when a patient has Medicare or private insurance, these payments to the EMS agencies are woefully inadequate. In other words, even if a service bills \$1,500 for a call, Medicare may only allow half that charge. With some limited exceptions, most EMS agencies do not receive any compensation or reimbursement for providing medical care (only transportation). In other words, if they respond to a call and provide medical treatment, most cannot bill for this call unless they transport a patient to a hospital. As a result, if a patient refuses medical attention (RMA), the EMS agency does not receive any payment from an insurance company or Medicare which is their primary source of revenue to pay for staff and other expenditures. During COVID, many people were avoiding hospitals, which also resulted in a severe loss of revenue for transport, and made it difficult to pay their employees. It is also not unusual for some members of the public to not call for an ambulance or refuse medical attention because they cannot pay for the ambulance which reportedly can vary from \$500 to \$3,000 per transport if they do not have insurance. A new practice emerging is for some people suffering a medical emergency to call an Uber for a ride to the hospital to avoid the high costs of these transports.

When you take the sum total of these challenges it is not hard to understand why EMS systems are struggling to survive all over this county, state and nation.

### **What can we do to start to effectuate change?**

EMS agencies do not have a standardized approach among and between agencies, and do not currently appear to be very unified among their peers. They need the leadership of the local municipal leaders to assist them to change the downward course before it becomes worse.

Some suggested action items:

- 1) Consider a municipal resolution supporting state legislation designating EMS as an essential service and a first responder, and contact your state representatives to support this legislation. These essential workers play a vital role in terms of response for community health emergencies, disaster and mass casualty events, and are our “hospitals on wheels” until patients can get more care, especially with many hospitals closing over the years. State legislation has been introduced in the past several years and has continually stalled in committee. As was demonstrated during COVID, the EMS workers are essential workers and first responders. Consider challenging anyone who would disagree with that statement. A copy of the most recent proposed state legislation is attached to this report.
- 2) Municipal leaders must become more informed about the EMS agency or agencies serving their communities. Some questions each of us should ask the EMS agencies serving our communities:
  - a) What are their average response times for ‘Priority One’ calls?
  - b) What was the longest response time in the previous three (3) months to a “Priority One” call?
  - c) How many times in the past three (3) months did a call for service in your municipality go to another EMS agency? What were the reasons they needed mutual aid (i.e. staffing, on other calls, etc.)?
  - d) How many times in the past three (3) months did the EMS agency serving your municipality go to a mutual aid call in another jurisdiction? Where did they go?
  - e) How many EMS calls did the agency go on in each of the past three (3) years?

- f) Who dispatches EMS calls and sends/receives calls for mutual aid?
  - g) How many ambulances are available on each shift?
  - h) How many FT, PT, and active Volunteers work for their EMS agency?
  - i) How many ambulance crews provide Basic Life Support (BLS), and how many are available to provide Advanced Life Support (ALS)? (*Note: BLS ambulances are usually staffed by EMTs. ALS ambulances must be staffed by at least one paramedic.*)
  - j) What is the percentage of EMT's vs. Paramedics in your EMS agency?
- 3) Consider other areas where short-term change can occur. For instance:
- a) Seek ways that you could assist in supporting a long-term pay or benefit plan to encourage recruitment and retention.
  - b) Request that NYS consider a change in *The Empire Plan (NYSHIP)* requirements that would allow EMS workers to select this health plan. Many agencies are not eligible for NYSHIP because at least 50% of their funding must come from municipalities, not insurance payments. As a result, they often pay very high premiums for expensive health plans with less coverage due to their small pool of employees.
  - c) Work with your EMS agency to come up with service levels and response standards that are appropriate for your municipality, and see if your level of financial support can sustain that level of service. If they are not volunteers or a private company, review the salaries and benefits of these workers to determine what is appropriate. Examine the overall municipal financial support provided to EMS and compare how that expense compares to the other emergency providing agencies in your jurisdiction as the results may be of interest.
  - d) Consider bringing more awareness and discussions within your municipalities, the public, and municipal leagues and associations. Perhaps bring in some EMS professionals as well who can provide more information and facts than provided in this report. Perhaps a county-wide group of municipal leaders and seasoned EMS professionals could help with this endeavor.
  - e) The easiest change you can make is to make sure EMS workers are invited to any employee and community events – they are an essential part of the team that is often left out of these functions.

The only way the current EMS crisis gets better is by working together as municipal and EMS leaders, becoming more aware of these issues, and more informed so that we can match the service desired with the ability to pay for those services. Solutions are needed and we should begin a wider conversation on these matters.

If you do not already receive regular reports on response times, number of calls, and mutual aid calls, it is strongly suggested that this information be obtained on a regular basis (i.e. quarterly) and that a follow-up dialog occurs with the EMS administrators that provide EMS service to your community.

If you would like to discuss these issues further, please do not hesitate to contact me at (914) 939-0634 or [cbradbury@ryebrook.org](mailto:cbradbury@ryebrook.org)

Thank you for your time and attention on this important matter.

Christopher J. Bradbury  
Rye Brook Village Administrator

Additional Resources:

National Association of Emergency Medical technicians (NAEMT): <https://naemt.org/>

NAEMT Position Statement: [Recognition of EMS as an Essential Public Function](#)

Stalled [Proposed Legislation](#) Establishing EMS as First Responders (*also see below*)

**STATE OF NEW YORK**

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Proposed NYS legislation: AO1582 & S01381

2019-2020 Regular Sessions

January 15, 2019

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Referred to the *Committee on Local Governments (no further action)*

AN ACT to amend the general municipal law, in relation to classifying emergency medical services provided by municipalities as essential services for the purposes of applying for and receiving state aid

**The People of the State of New York, represented in Senate and Assembly, do enact as follows:**

Section 1. Section 122-b of the general municipal law is amended by adding a new subdivision 6 to read as follows:

**6. Emergency medical services provided for pursuant to subdivision one of this section shall be deemed essential services for the purposes of applying for and receiving state aid.**

§ 2. This act shall take effect immediately.

/CJB



WESTCHESTER COUNTY

# EMERGENCY MEDICAL SERVICES ADVISORY BOARD

4 Dana Road, Valhalla, NY 10595

David Dawson  
Chair

Nick Franzoso  
Secretary

MEMBERS

- Joseph Barca
- Justin Costable
- Elanor Hersam
- Maria Hlushko
- Al Kim
- Erik Larsen, MD
- Steven Marella
- Jeff Meade
- Scott Moore
- James Muller
- Adam Ochs
- James O'Connor
- John Ohnmacht
- Guy Peifer
- David Reizen
- Barry Relter
- Anthony Sutton
- Jill Swanson
- Ex-Officio
- Blanca Lopez
- Richard Wishnie
- Susan Spear
- Michael Volk

February 9, 2022

Hon. George Latimer  
County Executive  
148 Martine Avenue  
9<sup>th</sup> Floor  
White Plains, NY 10601

**RE: EMS REPORT**

Dear County Executive Latimer:

Please find attached the report and recommendations you requested from the members of the Westchester County EMS Advisory Board with regard to the state of EMS in Westchester.

During the past year, the Board surveyed all of the EMS agencies in the county, held discussions with various representatives of these organizations and worked with the Municipal Managers Association whose membership demonstrated strong interest in assisting the EMS Advisory Board.

We also garnered the interest and support of State Senator Shelley Mayer and State Assemblyman Steve Otis. Senator Mayer and her staff are in the process of preparing state legislation to help address this critical issue. We hope that state legislation will lead to recognizing EMS as an "essential" service along with other important mandated regulations.

We also wish to thank you for your leadership in recognizing the need to find a solution to the long developing concern about the lack of appropriate pre-hospital care in Westchester County.

We believe that we are on the precipice of finally solving a decade's long issue that has deteriorated rapidly during the Covid 19 pandemic. We are sincerely grateful to you for helping us get to this point and are prepared to support your efforts in the months ahead.

We look forward to meeting with you at your earliest opportunity to answer any of your questions.

Sincerely yours,

David Dawson, Chairman  
Westchester County EMS Advisory Board

## Westchester County Emergency Medical Services (EMS) Advisory Board

### EMS in Crisis: Current Problems and Recommended Solutions

EMS systems throughout our nation face an immediate crisis. The problems leading to this situation have been building over the years, and have now been pushed to the point of crisis by the Coronavirus pandemic. This situation exists here in Westchester County, where staffing shortages have led to dramatic increases in mutual aid calls and increases in wait times for a responding ambulance. In 2021 over 7,000 requests for EMS mutual aid were received, a 58% increase from 2020. The intent of mutual aid is to provide support in exceptional situations, but it has now become a 20x per day occurrence. It is now common for 9-1-1 dispatchers to reach out to multiple agencies, sometimes 10-15 or more, to find an available crew to respond. This additional dispatch time adds significantly to response time delays. When someone is having a critical health emergency, and calls for an ambulance, time matters. A delayed response to a critical patient, can make the difference between life and death. The Westchester EMS Advisory Board has researched the factors contributing to the current crisis and is recommending both short and long term action items for your consideration.

#### Current Problems:

Many people are surprised to learn that EMS is not designated as an “essential service” by state or federal law, as police and fire service are. This has resulted in fewer revenue opportunities to support EMS operations, equipment, and staffing. A significant portion of EMS agency revenues come from private patient insurance or Medicare/Medicaid reimbursements, which are inadequate to cover EMS costs. Most EMS agencies do not receive any compensation for providing onsite medical assessment and care, only for transporting a patient to the hospital.

Low compensation, lack of benefits, and lack of career opportunities have created recruitment and retention challenges, which results in insufficient staffing to meet Westchester County’s EMS needs.

These staffing challenges also impact mutual aid capabilities. This results both in significantly increased response times to those in need of pre-hospital medical care and transportation, while also leaving the responding unit communities with limited coverage.

The Emergency Medical Services (EMS) system in Westchester County is quite unique. There are 50 agencies currently authorized under the New York State (NYS) Public Health Law, Article 30, to operate in the County of Westchester.

Primary EMS service models vary from independent, commercial, to municipal based agencies. Staffing models range from all volunteer, to all career, to a combined staffing model. Over the past 10 years the staffing models have shown a decline of full volunteer staffing, many agencies have adopted a combination career/volunteer model. As additional combined staffing models are utilized with the intent of resolving recruitment and retention challenges, inadequate agency funding challenges are created, including limited revenue opportunities. When the costs of



equipment, vehicles, supplies, fuel, maintenance, and a safe and secure facility are added, local funds can be quickly depleted.

Even without a requirement to provide EMS, some local municipalities, independent EMS or fire based EMS services have recognized the need for providing these vital out-of-hospital healthcare services. However, they are provided inconsistently and with few standards for level of care, service availability, and adequate response times or oversight. Providing EMS to all residents should be the responsibility of every municipality in a form chosen by officials in the home community (municipal, private, not-for-profit, district, etc.).

The key reasons that EMS should be considered required and essential is the emergency medical services system provides a public good that includes the following:

- a) EMS provides highly trained out-of-hospital healthcare professionals who respond to those who are sick or injured in their homes, workplace, or on our streets.
- b) EMS provides public health & safety services, especially during life threatening emergencies, providing timely and advanced patient care.
- c) EMS provides equal access to all residents.
- d) EMS provides early intervention health care.

In short, requiring at least a minimum level of uniform EMS service ensures that *all residents* receive these public health and safety protections, especially during emergencies, and have access to early intervention health care which will help provide better care for patients, assist medical providers at the hospital, and lower overall medical costs.

The need to continue providing what the general public certainly considers an “essential” service, even if the law does not, must include the establishment of a continuous funding stream to support ongoing operations. Third party reimbursements have not been sufficient to maintain the state of readiness needed to provide adequate out-of-hospital care. Medicare/Medicaid rates are inadequate to cover the costs of care, and if the patient is not provided with transportation, services are not eligible for reimbursement.

The EMS Advisory Board was approached by the Westchester Municipal Administrators Association (MAA) to collaborate on a common solution because they understand and share these concerns about providing vital pre-hospital healthcare to the residents of Westchester County. It is the intent of this partnership to educate locally and encourage legislative support to overcome this crisis.

Recommended Solutions:

Under Westchester County Law 223-b, the Emergency Medical Services Advisory Board (EAB) was created to: *“The principal function of the Board is to assist, advise, comment and make recommendations to the Westchester County Executive on matters related to the provision of emergency medical services in Westchester County.”*

Below are several short and long term recommended action items for your consideration.

1. Legislation:
  - a. Enact State legislation that requires local municipalities to recognize Emergency

Medical Services, as an “essential” service. This would require a municipality to ensure adequate EMS services are provided to their communities, including service standards in level of care, equipment, personnel, response time, and quality assurance, coordinated through the Regional EMS Councils. It would also include a sufficient, sustainable funding mechanism.

- b. Support Federal legislation that recognizes Emergency Medical Services as an “essential” service, and allows for federal aid, grant funding, and improved Medicare/Medicaid reimbursement rates.
  - c. Request support from our state and federal delegation on behalf of the County Executive and Board of Legislators.
  - d. Consider the creation of regional or countywide EMS Special Districts as a funding mechanism.
  - e. Consider funding a shared services model that would allow for local consolidation and resulting cost savings. Although not an easy task, the model would help better utilize limited personnel in providing increased productivity hours, and decrease overall costs by reducing the enormous expense of equipment, supplies, and infrastructure.
2. Federal Support:
    - a. Expand the current DHS/FEMA SAFER grant program to further address inadequate staffing concerns.
    - b. Increase Medicare/Medicaid reimbursement rates, and allow reimbursement for non-transport services.
  3. State Support:
    - a. Investigate access into an employee retirement system and participation in the NYS employee health insurance program.
    - b. Investigate the potential need to alter General Municipal Law (GML) to include emergency medical services systems in the New York State Length of Service Award Program eligibility.
    - c. Evaluate the availability and use of telemedicine services to defer callers with non-life threatening illness to a healthcare triage provider, with the goal of decreasing the need for EMS to respond when that level of care is not warranted.
    - d. Allow for alternate transport locations, such as urgent care centers, clinics, etc. thereby decreasing out of service times and keeping the healthcare services local. This would also help with overcrowding of emergency departments and decrease overall healthcare costs.
  4. Public Education:
    - a. Support public education of elected officials and the public about the current status of EMS and the need for solutions.
  5. Career Development:
    - a. Improve EMS staff compensation and benefits, including healthcare and retirement.
    - b. Develop additional EMS training programs to support new providers, and ongoing training opportunities to enhance advanced care.
    - c. Create a better career path for EMS staff in health care fields.

**Conclusions:**

Westchester County's EMS system is in crisis. Although the COVID pandemic exacerbated the situation, when the pandemic has abated, the identified shortfalls will remain. The immediate and long term needs should be addressed in order to create a sustainable EMS system county wide. Building a sustainable EMS system includes making the profession part of an attractive career path for the dedicated men and women who save lives every day. This path would help preserve current, and attract future, qualified providers who will be accessible and capable of responding to the out-of-hospital healthcare needs of the residents, workforce, and visitors in every municipality throughout Westchester County.

The EMS Advisory Board has recommended a series of actions we believe will make significant improvements. The Advisory Board, in partnership with the Municipal Administrators Association, are committed to working with you towards solutions that will benefit all Westchester residents.



**S08432 Summary:**

BILL NO S08432

SAME AS No Same As

SPONSOR MAYER

COSPNSR HINCHEY, SKOUFIS

MLTSPNSR

Amd §§122-b & 209-b, Gen Muni L; amd §163, Civ Serv L; amd §40, R & SS L; amd §§3000 - 3003 & 3008, add §§3004, 3018 & 3019, Pub Health L

Relates to emergency medical services; includes the establishment of an emergency medical services quality and sustainability assurance program, a statewide comprehensive emergency medical system plan and an emergency medical systems training program.

S08432 Text:

## STATE OF NEW YORK

8432

## IN SENATE

March 1, 2022

Introduced by Sen. MAYER -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

AN ACT to amend the general municipal law, the civil service law, the retirement and social security law and the public health law, in relation to emergency medical services

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The opening paragraph of subdivision 1 of section 122-b of  
2 the general municipal law, as amended by chapter 471 of the laws of  
3 2011, is amended to read as follows:

4 ~~[Any]~~ General ambulance services are an essential service. Every  
5 county, city, town ~~[or]~~ and village, acting individually or jointly,  
6 ~~[may]~~ shall provide an emergency medical service, a general ambulance  
7 service or a combination of such services for the purpose of providing  
8 prehospital emergency medical treatment or transporting sick or injured  
9 persons found within the boundaries of the municipality or the munici-  
10 palities acting jointly to a hospital, clinic, sanatorium or other place  
11 for treatment of such illness or injury, and for that purpose may:

12 § 2. Subdivision 4 of section 209-b of the general municipal law, as  
13 amended by chapter 476 of the laws of 2018, ~~is~~ amended to read as  
14 follows:

15 4. ~~[Fees and charges]~~ Gratuities prohibited. ~~[Emergency and general~~  
16 ~~ambulance services authorized pursuant to this section shall be furnished~~  
17 ~~without cost to the person served.]~~ The acceptance by any firefighter of  
18 any personal remuneration or gratuity, directly or indirectly, from a  
19 person served shall be a ground for his or her expulsion or suspension  
20 as a member of the fire department or fire company.

21 § 3. Subdivision 2 of section 163 of the civil service law, as amended  
22 by section 4 of part T of chapter 56 of the laws of 2010, is amended to  
23 read as follows:

24 2. The contract or contracts shall provide for health benefits for  
25 retired employees of the state and of the state colleges of agriculture,  
26 home economics, industrial labor relations and veterinary medicine, the  
27 state agricultural experiment station at Geneva, and any other institu-

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
[-] is old law to be omitted.

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tion or agency under the management and control of Cornell university as the representative of the board of trustees of the state university of New York, and the state college of ceramics under the management and control of Alfred university as the representative of the board of trustees of the state university of New York, and their spouses and dependent children as defined by the regulations of the president, on such terms as the president may deem appropriate, and the president may authorize the inclusion in the plan of the employees and retired employees of public authorities, public benefit corporations, school districts, special districts, district corporations, municipal corporations excluding active employees and retired employees of cities having a population of one million or more inhabitants whose compensation is or was before retirement paid out of the city treasury, or other appropriate agencies, subdivisions or quasi-public organizations of the state, including active members of volunteer fire and volunteer ambulance companies serving one or more municipal corporations pursuant to subdivision seven of section ninety-two-a of the general municipal law, and their spouses and dependent children as defined by the regulations of the president. Notwithstanding any law or regulation to the contrary, active members of volunteer fire and volunteer ambulance companies serving one or more municipal corporations pursuant to subdivision seven of section ninety-two-a of the general municipal law shall be eligible for health benefits regardless of the amount of funds derived from public sources. Any such corporation, district, agency or organization electing to participate in the plan shall be required to pay its proportionate share of the expenses of administration of the plan in such amounts and at such times as determined and fixed by the president. All amounts payable for such expenses of administration shall be paid to the commissioner of taxation and finance and shall be applied to the reimbursement of funds previously advanced for such purposes. Neither the state nor any other participant in the plan shall be charged with the particular experience attributable to the employees of the participant, and all dividends or retroactive rate credits shall be distributed pro-rata based upon the number of employees of such participant covered by the plan.

§ 4. Paragraph 9 of subdivision c of section 40 of the retirement and social security law, as amended by chapter 525 of the laws of 1963, is amended to read as follows:

9. Active members of volunteer fire and volunteer ambulance companies serving one or more municipal corporations pursuant to subdivision seven of section ninety-two-a of the general municipal law.

10. Notwithstanding any inconsistent provision of subdivision e of this section, or of this chapter or of any other law, an officer or employee in the service of the state or of a participating employer who, at the time of entering such service, was or is entitled to benefits by any other pension or retirement system maintained by the state or a political subdivision thereof, provided such benefits, exclusive of any annuity based solely on his own contributions and interest thereon, are suspended during his active membership in the retirement system. He shall contribute to the retirement system as a new member.

§ 5. Section 3000 of the public health law, as amended by chapter 804 of the laws of 1992, is amended to read as follows:

§ 3000. Declaration of policy and statement of purpose. The furnishing of medical assistance in an emergency is a matter of vital concern affecting the public health, safety and welfare. Emergency medical services and ambulance services are essential services that must be

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1 available to everyone in New York in a reliable manner. Prehospital  
2 emergency medical care, other emergency medical services, the provision  
3 of prompt and effective communication among ambulances and hospitals and  
4 safe and effective care and transportation of the sick and injured are  
5 essential public health services that must be available to everyone in  
6 New York in a reliable manner.

7 It is the purpose of this article to promote the public health, safety  
8 and welfare by providing for certification of all advanced life support  
9 first response services and ambulance services; the creation of regional  
10 emergency medical services councils; and a New York state emergency  
11 medical services council to develop minimum training standards for  
12 certified first responders, emergency medical technicians and advanced  
13 emergency medical technicians and minimum equipment and communication  
14 standards for advanced life support first response services and ambu-  
15 lance services.

16 § 6. Subdivision 1 of section 3001 of the public health law, as  
17 amended by chapter 804 of the laws of 1992, is amended to read as  
18 follows:

19 1. "Emergency medical service" means ~~[initial emergency medical~~  
20 ~~assistance including, but not limited to, the treatment of trauma,~~  
21 ~~burns, respiratory, circulatory and obstetrical emergencies]~~ care of a  
22 person to, from, at, in, or between the person's home, scene of injury,  
23 hospitals, health care facilities, public events or other locations, by  
24 emergency medical services practitioners as a patient care team member,  
25 for emergency, non-emergency, specialty, low acuity, preventative, or  
26 interfacility care; emergency and non-emergency medical dispatch; coor-  
27 dination of emergency medical system equipment and personnel; assess-  
28 ment; treatment, transportation, routing, referrals and communications  
29 with treatment facilities and medical personnel; public education, inju-  
30 ry prevention and wellness initiatives; administration of immunizations  
31 as approved by the state emergency medical services council; and  
32 follow-up and restorative care.

33 § 7. Section 3002 of the public health law is amended by adding a new  
34 subdivision 9 to read as follows:

35 9. The state council shall advise the commissioner on such issues as  
36 the commissioner may require related to the provision of emergency  
37 medical service, specialty care, designated facility care, and disaster  
38 medical care, and assist in the coordination of such service and care.  
39 This shall include, but is not limited to, the recommendation, periodic  
40 revision, and application of rules and regulations, appropriateness  
41 review standards, treatment protocols, and quality improvement stand-  
42 ards. Such rules, regulations, standards and protocols shall be region-  
43 alized, as necessary. The state council shall meet as frequently as  
44 determined necessary by the commissioner.

45 § 8. Section 3003 of the public health law is amended by adding two  
46 new subdivisions 11 and 12 to read as follows:

47 11. Each regional council shall advise the state emergency medical  
48 services council, the commissioner and the department on such issues as  
49 the state emergency medical services council, the commissioner and the  
50 department may require related to the provision of emergency medical  
51 service, specialty care, designated facility care, and disaster medical  
52 care, and assist in the regional coordination of such service and care.

53 12. Each regional council shall advise the state emergency medical  
54 services council, the commissioner and the department on the appropriate  
55 regional standards required for the provision of emergency medical  
56 services.

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1 § 9. The public health law is amended by adding a new section 3004 to  
2 read as follows:

3 § 3004. Emergency medical services quality and sustainability assur-  
4 ance program. The commissioner, with the advice of the state emergency  
5 medical advisory committee, may create an emergency medical services  
6 quality and sustainability assurance program. Standards and requirements  
7 of the quality and sustainability assurance program may include but not  
8 be limited to, clinical standards, quality metrics, safety standards,  
9 emergency vehicle operator standards, clinical competencies, sustaina-  
10 bility metrics and minimum requirements for quality assurance and  
11 sustainability assurance programs to be followed by emergency medical  
12 services agencies, to promote positive patient outcomes, safety, and  
13 emergency medical services system sustainability throughout the state.  
14 Standards and requirements of the quality and sustainability assurance  
15 program may be regionalized. The commissioner is hereby authorized to  
16 promulgate regulations related to the standards and requirements of the  
17 quality and sustainability assurance program. Quality and sustainability  
18 assurance programs shall require each emergency medical services agency  
19 to perform regular and periodic review of quality and sustainability  
20 assurance program metrics, identification of agency deficiencies and  
21 strengths, development of programs to improve agency metrics, strengthen  
22 system sustainability, and continuous monitoring of care provided. The  
23 department may contract for services with subject matter experts to  
24 assist in the oversight of these metrics statewide. The department may  
25 delegate authority to oversee these metrics and regulations to counties  
26 or other contractors as determined by the commissioner. Emergency  
27 medical services agencies that do not meet the standards and require-  
28 ments set forth in the quality assurance program set by the commissioner  
29 may be subject to enforcement actions, including but not limited to  
30 revocation, suspension, performance improvement plans, or restriction  
31 from specific types of responses including, but not limited to, suspen-  
32 sion of the ability to respond to requests for emergency medical assist-  
33 ance or to perform emergency medical services.

34 § 10. The public health law is amended by adding a new section 3018 to  
35 read as follows:

36 § 3018. Statewide comprehensive emergency medical system plan. 1. The  
37 department, in consultation with the state emergency medical advisory  
38 committee, shall develop and maintain a statewide comprehensive emergen-  
39 cy medical system plan that shall provide for a coordinated emergency  
40 medical system within the state, which shall include but not be limited  
41 to:  
42 (a) establishing a comprehensive statewide emergency medical system,  
43 incorporating facilities, transportation, workforce, communications, and  
44 other ways to improve the delivery of emergency medical service and  
45 thereby decrease morbidity, hospitalization, disability, and mortality;  
46 (b) improving the accessibility of high-quality emergency medical  
47 service;  
48 (c) coordinating with professional medical organizations, hospitals,  
49 and other public and private agencies to develop approaches for persons  
50 who are presently using emergency departments for routine, nonurgent and  
51 primary medical care to be served appropriately and economically; and  
52 (d) conducting, promoting, and encouraging programs of education and  
53 training designed to upgrade the knowledge and skills of emergency  
54 medical service practitioners throughout the state with emphasis on  
55 regions underserved by emergency medical services.



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1 2. The statewide comprehensive emergency medical system plan shall be  
 2 reviewed, updated if necessary, and published every five years on the  
 3 department's website, or at such earlier times as may be necessary to  
 4 improve the effectiveness and efficiency of the state's emergency  
 5 medical service system.

6 3. Each regional emergency medical advisory committee shall develop  
 7 and maintain a comprehensive regional emergency medical system plan that  
 8 shall provide for a coordinated emergency medical system within the  
 9 region. Such plans shall be subject to review by the state emergency  
 10 medical advisory committee and approval by the department.

11 4. Each county shall develop and maintain a comprehensive county emer-  
 12 gency medical system plan that shall provide for a coordinated emergency  
 13 medical system within the county. The county office of emergency medical  
 14 services shall be responsible for the development and maintenance of the  
 15 comprehensive county emergency medical system plan. Such plans shall be  
 16 subject to review by the regional emergency medical advisory committee,  
 17 the state advisory council and approval by the department. The depart-  
 18 ment shall be responsible for oversight of each county's compliance with  
 19 its plan.

20 5. The commissioner may promulgate regulations to ensure compliance  
 21 with this section.

22 § 11. Section 3008 of the public health law is amended by adding a new  
 23 subdivision 8 to read as follows:

24 8. (a) Notwithstanding any provision of law other than paragraph (b)  
 25 of this subdivision to the contrary, all determinations of need shall be  
 26 consistent with the state emergency medical system plan established in  
 27 section three thousand eighteen of this article. The commissioner may  
 28 promulgate regulations to provide for standards on the determination of  
 29 need. The department shall issue a new emergency medical system agency  
 30 certificate only upon a determination that a public need for the  
 31 proposed service has been established pursuant to regulation. If the  
 32 department determines that a public need exists for only a portion of a  
 33 proposed service, a certificate may be issued for that portion. Prior to  
 34 reaching a final determination of need, the department shall forward a  
 35 summary of the proposed service including any documentation received or  
 36 subsequent reports created thereto, to the state emergency medical  
 37 services advisory council for review and recommendation to the depart-  
 38 ment on the approval of the application. An applicant or other concerned  
 39 party may appeal any determination made by the department pursuant to  
 40 this section within fourteen days. Appeals shall be heard pursuant to  
 41 the provisions of section twelve-a of this chapter, and a final determi-  
 42 nation as to need shall be made by the commissioner upon review of the  
 43 report and recommendation by the presiding administrative law judge.

44 (b) Notwithstanding the provisions of paragraph (a) of this subdivi-  
 45 sion, the commissioner may promulgate regulations to provide for the  
 46 issuance of an emergency medical system agency certificate without a  
 47 determination of public need.

48 § 12. The public health law is amended by adding a new section 3019 to  
 49 read as follows:

50 § 3019. Emergency medical systems training program. 1. There is hereby  
 51 established a training program for emergency medical systems that  
 52 includes students, emergency medical service practitioners, agencies,  
 53 facilities, and personnel, and the commissioner may provide funding  
 54 within the amount appropriated to conduct such training programs. Until  
 55 such time as the department announces the training program established  
 56 pursuant to this section is in effect, all current standards, curricula,

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1 and requirements for students, emergency medical service practitioners,  
2 agencies, facilities, and personnel shall remain in effect.

3 2. The department, in consultation with the state emergency medical  
4 advisory council, shall establish minimum education standards, curric-  
5 ula, and requirements for all emergency medical system training  
6 programs. No person shall profess to provide emergency medical system  
7 training without the approval of the department.

8 3. The department is authorized to provide, either directly or through  
9 contract, emergency medical system training for emergency medical  
10 service practitioners and emergency medical system agency personnel,  
11 develop and distribute training materials for use by instructors, and to  
12 recruit additional instructors to provide training.

13 4. The department may visit and inspect any emergency medical system  
14 training program or training center operating under this article and the  
15 regulations adopted therefore to ensure compliance.

16 5. The commissioner shall, within amounts appropriated, establish a  
17 public service campaign to recruit additional personnel into the emer-  
18 gency medical system fields.

19 6. The commissioner shall, within amounts appropriated, establish an  
20 emergency medical system mental health and wellness program that  
21 provides resources to emergency medical service practitioners to reduce  
22 burnout; prevent depression, suicide and other negative mental health  
23 outcomes; and increase safety.

24 7. The department may create or adopt with the approval of the commis-  
25 sioner additional standards, training and criteria to become a credent-  
26 ialled emergency medical service practitioner to provide specialized,  
27 advanced, or other services that further support or advance the emergen-  
28 cy medical system.

29 § 13. This act shall take effect immediately.

**Resolution supporting the proposed statute that would amend the general municipal law, the civil service law, the retirement and social security law and the public health law in relation to emergency medical services**

Whereas, proposed state legislation S.8432 entitled “An act to amend the general municipal law, the civil service law, the retirement and social security law and the public health law, in relation to emergency medical services” has been introduced that would require emergency medical service, define emergency medical services as essential services, expand the benefits available to emergency medical services personnel and set standards for emergency medical services, and

Whereas, the legislation amends the general municipal law to require that emergency medical services are provided in some form by all municipalities throughout the state, and

Whereas, the legislation amends the general municipal law to allow for fees to be charged by governmental providers for emergency medical providers creating parity with not-for-profit emergency medical providers, and

Whereas, the legislation amends section 3000 of the public health law to clarify that emergency medical services are essential services, and

Whereas, the MUNICIPAL Board recognizes the many concerns related to the service delivery of emergency medical services throughout the county, state, and nation involving such issues as staff recruitment and retention and the lack of access to alternative revenues such as grants and adequate insurance payments, training opportunities, and clear standards for EMS agencies; and

Whereas, emergency medical service agencies provide an essential service that should provide equal access to those in need of their services, and also provide essential early intervention health care to their patients; and;

Whereas, the MUNICIPAL Board considers that this legislation is a good first step to resolving the crisis currently facing the emergency medical service community.

On motion of Council \_\_\_\_\_, Seconded by Council \_\_\_\_\_, the following was approved,

NOW, THEREFORE BE IT

RESOLVED, that the NAME OF MUNICIPALITY is in support of the passage of the proposed legislation S.8432 and

BE IT FURTHER

RESOLVED, that the MUNICIPAL Clerk distributes copies of this resolution to the Governor and to the MUNICIPAL's representatives in the State Assembly and the State Senate.

The above resolution was put to a roll call vote:



To: Supervisor John VanTassel, Comptroller Susan Kenney  
 From: Jason Angell, Town Board Member, Judy Farrell, Town Board Member  
 Date: April 26, 2022  
 Re: Proposed community based projects for Philipstown's ARPA funding

Over the past months, a number of community-based organizations have submitted proposals to address urgent community needs of our residents that have been most negatively impacted by the impacts of COVID 19. While we understand that the Town of Philipstown's most urgent infrastructure need is to invest in a permanent solution to the Garrison Water District water issues, we also recommend that the Town allocate \$50,000 of existing COVID 19 funds to begin to meet these urgent community needs. We hope that Putnam County will allocate county ARPA funding towards the Garrison Water District infrastructure project, freeing up additional future Town of Philipstown ARPA funding towards further investments to meet additional community needs. Please find a summary of the received proposals below, with full proposals attached.

Community Need	Lead agent	ARPA eligibility	Total ARPA request	Immediate ARPA request	Funding use
Mental health	Philipstown HUB	Meets the "Supporting the Public Health Response" of the ARPA Final Rule eligibility criteria	\$50,000.00	\$10,000.00	Adequate compensation to hire qualified new HUB Executive Director
Senior resident supports	Philipstown Aging at Home	Meets the "Supporting the Public Health Response" of the ARPA Final Rule eligibility criteria	\$35,516.00	\$15,000.00	Administrative staff to manage transportation services to assist local seniors and build organizational capacity
Food security	Putnam County Cornell Cooperative Extension	Meets the "Address Negative Economic Impacts/Assistance to Households" of the ARPA Final Rule eligibility criteria	\$129,760.00	\$15,000.00	Identification of local residents that need food security supports and administrative support via Cornell Cooperative Extension
Town grant writer (PT)	Town of Philipstown	ARPA funds can be used on new municipal employees as long as total municipal employees aren't 7.5% higher than 1/27/2020 baseline.	\$20,000	\$10,000	Contract with a PT Town grants writer to secure additional Federal and State funds for community needs
TOTAL			\$235,276.00	50,000.00	

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue  
Carmel, New York 10512  
(845) 808-1020 Fax (845) 808-1933

Neal L. Sullivan *Chairman*  
Paul E. Jonke *Deputy Chair*  
Diane Schonfeld *Clerk*  
Robert Firriolo *Counsel*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Ginny Nacerino	Dist. 4
Carl L. Albano	Dist. 5
Paul E. Jonke	Dist. 6
Joseph Castellano	Dist. 7
Amy E. Sayegh	Dist. 8
Neal L. Sullivan	Dist. 9

**MEMORANDUM**

**DATE:** April 15, 2022

**TO:** MaryEllen Odell  
Putnam County Executive

**FROM:** Nancy Montgomery  
Legislator, District #1

*Nancy A. Montgomery*

**RE:** Letter of Support: Food Security Initiative 2022 ARPA and Share the Growth

I am writing to enthusiastically support the attached request submitted to your office on February 28, 2022, by Jason Angell, Town of Philipstown Board Member. The proposal attached demonstrates an innovative local food security initiative in Putnam County that meets the American Rescue Plan (ARPA) eligibility use requirements.

The proposed local partnership with Putnam County, Cornell Cooperative, and Second Chance Foods addresses negative economic impacts due to COVID by providing food assistance to local community members who experience unprecedented food insecurity.

I urge you and the Putnam County Legislature to support the attached request as it benefits all of Putnam County by creating an innovative and replicable model for addressing food insecurity across the region.

Please don't hesitate to contact me with any questions or concerns you may have. Thank you for your dedication to the people of Putnam.

Attachment

To: William Carlin, Commissioner of Finance  
From: Jason Angell, Town of Philipstown Board Member  
Date: February 28, 2022  
Re: Demonstrating an innovative local food security initiative in Putnam County

---

We would like to thank you for soliciting proposals from local municipalities as Putnam County considers its spending plan for its American Rescue Plan Act (ARPA) funds allocation. Our proposal meets ARPA eligible use requirements pursuant to the Final Rule, and will specifically work to “address negative economic impacts” due to COVID 19 by providing “food assistance” to local community members continuing to experience unprecedented food insecurity. We believe this local partnership with Putnam County can create an innovative and replicable model for addressing food insecurity across the county.

### **Food insecurity in Philipstown**

There is no existing single source of data that tracks local food insecurity and elder care gaps in Philipstown. The most recent US Census estimates that there are more than 120 households in Philipstown below the Federal Poverty Level, with roughly one in twenty residents living in poverty. In addition, the United Way of Westchester and Putnam’s [“ALICE in Putnam: A Financial Hardship Study”](#) reports that 31% (1,008) of households in Philipstown are ALICE households: they earn more than the Federal Poverty Level, but less than the basic cost of living for the county, which includes essentials like housing, child care, food, transportation, health care, and a basic smartphone plan.

On the conservative assumption that one-third of ALICE households experience chronic food insecurity and that all households living in poverty do, we estimate that over 450 Philipstown households are chronically food insecure. Considering that existing place-based food providers like the Philipstown Food Pantry and the Putnam County Office of Senior Resources report serving 115 Philipstown households weekly, we estimate that only 25% of estimated local chronic food insecurity is being addressed. This proposal aims to address unmet local food insecurity, primarily benefiting elder residents that are amongst the most likely groups to experience food insecurity and lack transportation to access existing services.

### **Gaps in the Local Food Insecurity Safety Net**

The Philipstown Food Pantry is the primary local Emergency Food Provider (EFP) and they have experienced an over 200% growth in their client caseload since COVID 19 which continues today. The Friendship Center in Philipstown, managed by the Putnam County Office for Senior Resources, traditionally delivers a daily on-site lunch program and admirably transitioned to delivering meals to a limited number of homebound Philipstown residents throughout the epidemic. Both of these service providers primarily offer food assistance options to residents that can access on-site distribution; there remains a deep need to serve low-income or elderly community members that don’t have access to transportation and whose food insecurity needs remain unmet.

Over a year of work by the Putnam County Food Systems Coalition, facilitated by the Cornell Cooperative Extension of Putnam County, has revealed a number of key gaps in the local food

security net that this Philipstown pilot program would address: (1) the need to identify local households that need food insecurity assistance but are not currently accessing it, (2) the need to coordinate donated food from farms and institutions, (3) the need to process donated produce into easily consumable prepared meals, (4) the need for refrigeration capacity to store donated food until it is distributed, (5) the need for mobile food distribution capacity, and (6) the need for administrative capacity to manage efforts to build a better local food insecurity safety net.

### **Work Plan and Proposed Use of ARPA Funds**

We propose using ARP funding to begin to build local food insecurity infrastructure and capacity that addresses many of the gaps identified by the Putnam County Food Systems Coalition. Our proposed work-plan includes:

1. Local partnership with Cornell Cooperative Extension of Putnam County: As part of this proposal, Cornell Cooperative Extension of Putnam County (CCEPC) will leverage their relationships with Agricultural businesses and agencies in Putnam County to further connect our local food system. In this project CCEPC will provide technical financial assistance and food systems coordination. Food system coordination includes handling referrals of donated produce from farms, farmer's markets, and agencies, co-developing workshops, identifying storage and distribution options, and liaising with the Putnam County Food System Coalition. Given the complex compliance and reporting guidelines that come with spending ARP funding, CCEPC staff will work with the Town of Philipstown and provide additional technical assistance to jointly prepare final financial and program reports. CCEPC staff commitment will include .2 FTE Ag & Food System Coordinator for 1 year, and .05 FTE Financial Manager, for 1 year, for a total of \$17,400 (which includes overhead and unemployment).
2. Identification of local households in need of food insecurity assistance and program communications: The Town of Philipstown will create a Committee on Community Care, which includes representatives working on food insecurity, mental health, and senior care initiatives, responsible for an initiative to identify Philipstown households in need of food insecurity (or mental health or senior care) assistance. This community outreach initiative would cost roughly \$5,571 and will include a community survey disseminated to every Philipstown household by USPS Every Door Direct Mail (\$2,061), four half-page newspaper advertisements (\$1,510), program informational materials (\$2,000), social media postings, outreach through community organizations, and a targeted door-knocking effort by community volunteers.
3. Investment in refrigeration storage capacity and a broader distribution network: We need local refrigeration capacity to store donated or processed food until it can be distributed by EFPs or delivered to identified households in need. While piecing together existing refrigeration capacity at community organizations might be a short-term approach, we propose investing in permanent refrigeration storage capacity -- potentially located at the Philipstown Recreation Department, which would have the benefit of also supporting other local recreational programming and being powered by the newly installed solar panels. A standard 5ft by 9ft indoor walk-in combo refrigerator and freezer unit would cost an estimated \$15,000. In addition, we would expand the local community



distribution network for accessing prepared meals and other donated food items by purchasing three Merchandiser Freezer units (\$2,250 each/\$6,750 total) to potentially be placed at key community institutions like the The Friendship Center in Philipstown and local libraries following further partnership discussions.

4. Food processing partnership with Second Chance Foods: As much as we would like to think that donated produce is enough, most people experiencing food insecurity – whether low-income, elderly, or families with young children – need food that they can consume easily and immediately. We will partner with Second Chance Foods, the leading nonprofit in Putnam County that works with a dedicated cooking team of volunteers to turn potential food waste into healthy and nutritious meals, who will process donated produce into easily consumable foods that can be stored until they are distributed. With the flexibility to ramp up meals production as additional households in need request support, we propose serving 100 households in year one (estimated 276 individuals served per week/28,704 meals produced annually) at a cost of \$82,955 and serving 200 households in year two (estimated 552 individuals served per week/57,408 meals produced annually) at a cost of \$165,909. Second Chance projects cost per meal prepared is \$2.89. To offset costs, we plan to give residents who access the meals the opportunity to make a voluntary contribution to help offset program costs.
  
5. Mobile food distribution capacity: In a town without public transportation options, getting food assistance to those who can't access place-based EFP services is essential. In the short term, we propose partnering with the United Way of Westchester and Putnam to utilize existing funding to use DoorDash to deliver food assistance. We support creating vital transportation infrastructure for improved county-wide food security, we propose exploring a \$5,000 to the planned leasing of a delivery van by the Putnam County Food Systems Coalition, facilitated by the CCEPC of Putnam County. This would potentially be a delivery van shared by additional local municipalities in Putnam County, with our contribution funding a portion of the van lease and gas for a weekly delivery to households in Philipstown.

### **Budget Summary**

The total cost of our proposal for this two year pilot is \$317,718. We are requesting a total of \$203,001 from Putnam County's ARPA funding allocation, including \$125,612 in year one and \$77,389 in year two – with an additional \$4,148 and \$16,590 coming from client voluntary contributions in year one and year two and \$93,979 coming from other public and private funding sources in year two.

We envision that the use of Putnam County ARPA funds would help get this innovative partnership off the ground but be limited to the two year pilot period. Our project team, particularly CCEPC, has a proven track record of being able to secure and manage large scale projects. We will be committed to developing other public and private funding sources to sustain this local food security program into the future. Please see the full project budget attached.

Philipstown Food Security Initiative Budget, Y1 + Y2			
	\$ Y1	\$ Y2	Notes
<b>Revenue</b>			
ARFA Funding, Putnam County	\$125,612	\$77,389	
Additional public or private funding sources	-	\$93,979	
Client voluntary contributions	\$4,148	\$16,590	
<b>Revenue total</b>	<b>\$129,760</b>	<b>\$187,958</b>	
<b>Program Costs</b>			
<i>Technical Assistance/Coordination</i>			
CCEPC	\$17,400	\$17,400	
Philipstown Committee on Community Care	in-kind	in-kind	
sub-total	\$17,400	\$17,400	
<i>Community Outreach/Communications</i>			
USPS Every Door Direct Mail	\$2,061	\$2,061	
Newspaper advertisements	\$1,510	\$1,510	
Program informational materials	\$2,000	\$2,000	
sub-total	\$5,571	\$5,571	
<i>Refridgeration infrastructure</i>			
Wall-in refridgerator/freezer	\$15,000	-	
Merchandiser Freezer (x3)	\$6,750	-	
sub-total	\$21,750	\$0	
<i>Food processing, Second Chance Foods</i>			
Employee wages	\$32,684	\$65,278	3 people at \$18/hr, 1 at \$25/hr for 24 hours, includes SS
Non-donated food costs	\$29,224	\$58,448	\$1/meal (supplemental ingredient purchases - oils, spices etc)
Packaging/labeling	\$11,690	\$23,379	40 cents/meal
Transportation	\$1,841	\$3,682	Food to the kitchen 60 miles per week, 59 cents/mile
Equipment purchases	\$2,000	\$4,000	per week, \$2000 annual (small wears)
Kitchen Rental	\$2,600	\$5,200	per week for the 3 days
sub-total	\$80,039	\$159,987	
<i>Mobile food distribution</i>			
United Way, DoorDash	in-kind	in-kind	
Van lease	\$5,000	\$5,000	
sub-total	\$5,000	\$5,000	
<b>Total costs</b>	<b>\$129,760</b>	<b>\$187,958</b>	

# Cornell Cooperative Extension

## Putnam County

Terravest Corporate Park  
1 Geneva Road  
Brewster, New York 10509  
t. 845-278-6738  
f. 845-278-6761  
putnam@cornell.edu  
putnam.cce.cornell.edu

February 25, 2022

**To:** William Carlin, Commissioner of Finance

**Re:** Demonstrating an innovative local food security initiative in Putnam County

Dear Mr. Carlin,

Cornell Cooperative Extension of Putnam County (CCEPC) commits its support to the proposal put forth by Philipstown Council Member Jason Angell and the use of ARPA funding to implement an innovative food security initiative in Putnam County.

This proposal supports the Putnam Local Food Systems Coalition community-focused action steps which include:

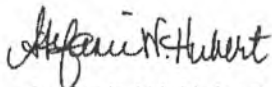
- Identifying and coordinating geographically distributed long-term food storage locations,
- Developing and coordinating a food transportation and delivery system,
- Connecting farmers with emergency food providers to make nourishing, locally grown, foods accessible to every individual in our community.

In creating this proposal in conjunction with Council Member Jason Angell and Second Chance Foods, we have identified several action items that include:

- Continued successful partnership with Second Chance Foods who creates nutrient dense, prepared meals for food-insecure households using recovered nutritious ingredients,
- Identification of local households in need of food insecurity assistance and program communications,
- Investment in cold storage capacity and a broader distribution network,
- Food processing partnership with Second Chance Foods,
- Furthering the goal of the Putnam Community Health Improvement Plan's (CHIP) prevention of chronic disease, part of NYS prevention agenda.

I urge you to consider funding this project to increase food security in our county and to ensure that every individual has access to food that is nutrient dense, culturally appropriate, and sustainably produced.

Sincerely,



Stefanie W. Hubert  
Executive Director  
Cornell Cooperative Extension of Putnam County



*Building Strong and Vibrant New York Communities*

Cornell Cooperative Extension is an employer and educator recognized for valuing AA/EEO, Protected Veterans, and individuals with Disabilities and provides equal program and employment opportunities.



## SECOND CHANCE FOODS

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*Elevating the health of people and planet.*

February 25, 2022

To: William Carlin, Commissioner of Finance

Re: Demonstrating an innovative local food security initiative in Putnam County

Dear Mr. Carlin,

Second Chance Foods commits its support to the proposal put forth by Philipstown Council Member Jason Angell and the use of ARP funding to implement an innovative food security initiative in Putnam County.

Second Chance Foods, with the aid of dozens of volunteers, runs a food rescue kitchen facility in Brewster, NY where we create nourishing, prepared meals for food-insecure households using nutritious ingredients, recovered from local grocery retailers, farmers and even home growers.

In creating this proposal in conjunction with Council Member Jason Angell and Cornell Cooperative Extension of Putnam County, we have identified several action items that include:

- Local partnership with Cornell Cooperative Extension of Putnam County to provide technical & financial assistance and food systems coordination
- Identification of local households in need of food insecurity assistance and program communications:
- Investment in cold storage capacity and a broader distribution network:
- Food processing partnership with Second Chance Foods:

Please consider fully funding this project to increase food security in our county and to ensure that every individual has access to food that is nourishing, culturally appropriate, and sustainably produced.

Sincerely,

*Martha Elder*

Martha Elder  
Executive Director  
Second Chance Foods  
martha@secondchancefoods.org



November 1, 2021

Dear Philipstown Supervisor and Town Board:

First, thank you for your long standing support of local mental health and addiction services for Philipstown residents. Your vision for this community has been a model for other towns addressing these issues.

As you are aware, Philipstown Behavioral Health Hub has been hard hit during the pandemic. This last year saw us rising to safely meet the many challenges of COVID-19 and serve an extraordinary number of participants; 142 to be exact, which is a 136% increase from the year before that.

The demand for mental health and addiction treatment services has increased nationwide this year, with 67% of organizations seeing an increase in the demand for services. Philipstown Hub is no exception. As one of the only local organizations with doors open during this time, people turned to us for help and support. At the same time, the Hub was not able to hold in-person fundraising events that help meet our budgetary goals. This made things like paying rent and the necessary increases in staffing extremely challenging.

**Today, Philipstown Hub is requesting \$50,000.00 of Philipstown American Rescue Plan Act Funding to help us meet the critical mental health and addiction needs of Philipstown residents:**

Item	Cost
12 months rent @ 5 Stone Street	\$26,400
New computers (2) + Technology upgrades for additional Hub staff	\$4000
Professional development for Hub staff (i.e. SAFE Recovery training)	\$4000
Additional seating and furniture for onsite support groups @ Hub	\$1000
Mental Health First Aid trainings for community residents	\$9600
Sourcing addiction and mental health professionals for events + trainings	\$5000

I look forward to discussing this further with you and as always, I appreciate your time and effort.

Many thanks,

Danielle Pack McCarthy, *Executive Director*  
Philipstown Behavioral Health Hub

## **Philipstown Aging at Home proposal to the Town Board**

### **Mission**

Philipstown Aging at Home (PAAH) is a 501c3 (incorporated 10/03/2018). Its mission is to create an inclusive, mutually supportive community for seniors who wish to remain in our Philipstown homes as we age. Comprising 21% of Putnam County residents, seniors 65+ are the fastest growing age group. The COVID-19 pandemic starkly highlighted senior vulnerability.

Pandemic-caused social isolation has compounded vulnerability during a period when some local senior support services shrank or ended. Now, more than two years into the pandemic, we know senior isolation continues to be a problem. We know that there is a desire to share interests, to find help and to join social events. We know because we, the members of the Board of PAAH, are ourselves seniors who have lived in Philipstown for a long time and wish to remain here. We are a cadre of caring neighbors who wish to promote educational, recreational, social and cultural programs in order to promote interaction, minimize social isolation and build community.

### **Survey of Senior Assets**

PAAH, is in the process of surveying formal and informal senior support services in Philipstown. Coordinating with local churches, the Philipstown Food Pantry; the libraries; civic organizations and Putnam County's Office of Senior Resources, PAAH hopes to better identify how many seniors are accessing support, and just what that support is. PAAH hopes to coordinate with the Town in discovering how many seniors may be in need of assistance. Having this information will aid PAAH and engaged groups supporting seniors to solidify the safety net for particularly vulnerable seniors through improved coordination. Additionally, this survey of what's available and what's not will allow Philipstown to consider solutions with existing local assets or adding additional resources.

### **How PAAH Works**

PAAH seeks to become a more robust presence: building a membership organization capable of sustaining a corps of volunteers committed to helping seniors in our community; offering a broad range of events and activities; and setting up a volunteer transportation program for

driving seniors to errands, appointments, activities, etc. Our members are our volunteers. Members needs will be met by volunteers willing to drive or to perform other tasks; by referrals to organizations in the community; or perhaps by the development of new programs or activities. Members will be able to call in requests for rides, and volunteers will use their own cars to provide transportation.

(The County Office of Senior Resources (OSR) has a program of volunteers driving seniors in County cars to medical appointments. We are not sure how active this program is in Philipstown, but we have become volunteers for the OSR, and we will find out.)

### **Proposed Seed Funding**

To provide transportation, we will need paid administrative help. The job will be to manage the flow of matching member needs to volunteer availability. We anticipate 10 hours a week @ \$20 an hour totaling **\$10,400.00**.

Administrative help for grant research, website management and membership development: 4.5 hours a week @ \$40 an hour totaling **\$9,360.00**.

Consultant for Senior Asset Survey: **\$1000**

Promotional Materials and Advertising: **\$5000**

Printing and Postage: **\$4500**

Village to Village membership and accounting Software: **\$1500**

Website: WIX and Go-Daddy: **\$681**

Transportation Expenses (insurance, mileage refunds): **\$3075**

**PAAH is asking for a grant of \$35,516 from ARPA funds.** PAAH will serve as a community resource, sharing information on healthy aging at home. It will stage local events of interest to seniors, help seniors connect to existing support, and, when there are gaps, serve as a Philipstown advocate for new resources.