

Town Board Monthly Meeting

July 7, 2022 7:30 pm

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

SALUTE TO THE FLAG

APPROVAL OF MINUTES

- **Monthly Meeting – June 2, 2022**
- **Workshop Meeting – June 15, 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 authorizing the Supervisor to sign the renewal contract with Pitney Bowes for a term of 60 months at the monthly rate of \$187.91.**
2. **Resolution authorizing the Supervisor to sign the Filming Permit for High Roller Productions, LLC “Poker Face” for filming scheduled for June 14, 2022 at 61 Lisburne Lane, Garrison. (Nunc Pro Tunc)**
3. **Resolution authorizing the Supervisor to sign the Fire Protection Agreement with the Village of Cold Spring.**
4. **Resolution authorizing the Supervisor to sign the Letter of Support for NYS Office of Parks, Recreation, and Historic Preservation’s application for a CFA EPF Historic Preservation Grant. (Nunc Pro Tunc, Roll Call Vote)**
5. **Resolution authorizing the Town of Philipstown to Join the Pending Litigation against Columbia Utilities, Inc. (Roll Call Vote)**
6. **Brief Philipstown Trails Committee update from Laura Bozzi & Rebeca Ramirez.**
7. **Discussion of the Climate Smart grant of \$10,000.**
8. **Brief update on ARPA/sales tax process (Councilman Angell).**

9. Discussion on proposed Town Flag Policy.

10. Schedule Workshops/Meetings.

- **Regular Monthly Meeting – August 4, 2022**
- **Workshop Request – Recreation Commission – 7/20 or 7/27**
- **Workshop Request – Residents of Nelson Lane to discuss short term rentals – 7/20 or 7/27**

11. Code Enforcement Monthly Report

12. 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

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

PRESENT:	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. He asked that everyone remain standing for a moment of silence for yet another senseless act of violence that occurred in Tulsa, Oklahoma.

Supervisor Van Tassel reported that the board held a ribbon cutting at 7:00pm for the new EV Charging Station right outside the Town Hall. He thanked Krystal Ford for her efforts in getting this done.

APPROVAL OF MINUTES

Minutes of the Regular Monthly meeting of May 5, 2022.

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

Minutes of the Philipstown Depot Theater meeting of May 5, 2022

Councilwoman Farrell made a motion, seconded by Councilman Angell, that the Minutes of the Philipstown Depot Theater meeting are hereby approved as presented.

Minutes of the Workshop meeting of May 25, 2022.

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

CONSERVATION BOARD – Councilman Angell reported the board met on _____ with the following items on the agenda:

- Davoren Farm, 8 Inverugie Lane
- The Russell Wright Design Center, 584 Route 9D
- Glynwood Boathouse Walking Trail, 273 Glynwood Rd
- Board discussed Chapter 175, Section 20 of the code, Standards for Conservation Subdivision. The CB would like to hold a special workshop examining the Conservation Subdivision code language, the spirit of the law.

Supervisor Van Tassel stated that the spirit of the law is something that could be deciphered differently by different people. The Supervisor & Town Attorney Steve Gaba explained that this is the first Conservation Subdivision application since the new zoning came in in 2010. Mr. Gaba explained, the Conservation Board's purview is environmental issues and if they want to examine the Conservation Subdivision Law in that light, but the Conservation Board doesn't draft Zoning; it's really not equipped to do that. They would have to keep their scope narrow.

RECREATION – Councilwoman Farrell reported that the Recreation Commission met on May 31st at which she gave a presentation on the Food Scrap Recycling Program. They are getting ready for summer camp and as previously reported is full but there is a waiting list available. Teen night is coming up this weekend with lots of games and fun planned for the evening. An outdoor performance of The Lion King took place recently as well. She reported that the Cake Bake that was held at the Philipstown Depot Theater was also a great success. The next meeting is scheduled for June 28th.

PHILIPSTOWN HUB – Councilwoman Farrell introduced Dave Marzollo to make an introduction. Dave Marzollo introduced himself as a founding board member of the Hub and a lifelong Philipstown resident. Mr. Marzollo asked everyone to imagine how daunting it would be to start, from scratch, a charity organization whose mission is to provide resources for a problem that nobody in the country has answers to and whose goal is to take on that challenge. Danielle Pack-McCarthy took on that challenge and he is very proud of everything she has accomplished. She took on many different rolls before making the decision to bring in a whole staff. Now, down at the hub they have four people from the executive director to a part-time development coordinator whose job it is to fundraise, and 2 employees whose sole job is care coordination, which is really what it's all about; getting people in touch with the resources they need. He thanked Danielle for her compassion and tireless effort.

Supervisor Van Tassel reported that Danielle Pack-McCarthy is a personal friend of his and he has known her for some time and thanked her for all her effort. He also wanted to mention Legislator Nancy Montgomery who was on the Town Board when this all began. It was an idea that the Town Board was unsure about but between Danielle Pack-McCarthy and Nancy Montgomery they really pushed forward and this got traction and it was amazing. As many people may know, Philipstown has been hit harder than a lot of communities with substance abuse and Danielle played a vital part in helping so many people. She put in full-time hours from the beginning for not even part time pay when we first started this. She has done an amazing job and she is going to be sorely missed.

Mr. Marzollo introduced Laurie Sigalos as the new executive director for the Philipstown Hub. She has 30 years in behavioral health, emergency management and trauma training. She has an undergrad in behavioral science, a graduate degree in forensic science and post grad certificate as a trauma specialist. She has worked in the private sector, in corporate, and in non-profit, in behavioral science for 30 years. Ms. Sigalos specializes in trauma treatment and crisis intervention with experience in trauma related to substance abuse, sexual assault, domestic abuse, homicide, suicide, human trafficking and natural disaster. Her experience is with treatment of people who have experienced significant trauma and loss. She was invited to ground zero after 9/11 in support of law enforcement and crisis management. She was there at Sandy

Hook working with the first responders for psychological services directly with the families that lost their children in the tragic shooting. She has worked with the FBI on human trafficking cases and she has been there working on crisis mediation and disaster recovery with FEMA and local law enforcement during hurricanes Laura, Francis, Harvey, Sandy and many other natural disasters. Mr. Marzollo is very proud of the hub for being able to attract someone with so much experience and introduced Ms. Sigalos to say a little about herself.

Ms. Sigalos stated she is honored to take over the very bright, flaming torch what Danielle helped to create for the community. She explained that what attracted her to the Hub after spending so many years in the corporate sector and seeing basically every possible atrocity that one person could do to another, she wanted to go back to where she started at grassroots. She stated it was an interesting ad that she saw and wanted to know more. She admitted she was a little uncertain. When she arrived for her interview, the second she opened the door she saw bright happy smiling faces and found the space incredibly spectacular; it is beautiful, open, warm and welcoming. She stated that every single person she spoke with made it apparent and very clear that not only did they personally have an investment in working within the community but it went beyond a couple of people sitting in an office and extended into the community as a whole. With everything that has gone on in this world in the past years, the way that people have separated, the way that people have isolated, the way that some folks just stopped caring and didn't bother to ask 'are you okay', it was overwhelming for her to see such an aspect of concern and care about what happens to the people in your neighborhood. The fact that there are so many fundraisers and such an investment and such interaction was astonishing to her so when she had the honor of receiving the offer, it was a no-brainer; even though it's not the same sort of scale of what she was doing, she appreciates the ability to be able to go full circle. Ms. Sigalos appreciates the opportunity to come back with so much experience and expertise and hopes to offer support in longevity and sustainability for the hub. She added that the community is also absolutely beautiful along with the commute. She is grateful and excited and hopes to get to know the members of the town board better.

PLANNING BOARD - Councilman Flaherty reported the Planning Board met on May 19th with the following items on the agenda:

- Correspondence – Riverview Industries
- New Business:
 - o Kingsley Tree & Landscaping, Old Albany Post Road
- Old Business:
 - o Hunt-Potter, 201 Moog Road
 - o Hudson Highland Reserve, Route 9 & Horton Road
 - o Garrison Golf Club PDD/HVSF, 2015 Route 9

The next meeting is scheduled for June 16th at 7:30 pm.

ZONING BOARD – Councilwoman Cotter reported the meeting was held May 9th.

- Old Business:
 - o Applicant approved for variance for garage, approved

- New Business:
 - o 32 Hudson Way – Solar
 - o 16 Black Diamond Hill Rd – Accessory Structure w/apartment

The next meeting is scheduled for June 13th.

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

BUILDING & LAND ACQUISITION – Supervisor Van Tassel reported the slab for the new Highway garage is poured and the steel is supposed to be coming next week and it will start going up. There is a mistake with the connection with the existing septic system and the septic line coming out of the building so that is before the 2 engineers as well as the project manager, The Palumbo Group and Justin Kacur. There will be a solution and it's going to cost some money but it's not going to cost the Town any money; we hired 2 engineers to engineer this system, they knew full well that we were going to use the existing septic system and the line came out lower than the existing septic so it doesn't work. They are working on some solutions now but the Supervisor does not feel that the Town should be liable for this so we will be working that out with the 2 firms.

In regard to the grant for the Highway Garage, which we had then we had lost, Supervisor Van Tassel reported that he was contacted by Congressman Maloney's office and told that we have it again. The USDA Rural Development has removed the maximum per capita income requirement which released a billion dollars nationwide. There were several hundred communities that were in the same boat as us as well. He also stated that he is not getting too excited about this until we actually receive a check but apparently, it's a guarantee earnest from Congressman Maloney's office.

Councilman Flaherty reported the Highway project is projected to be complete by the end of September.

CEMETERY COMMITTEE – Councilwoman Cotter thanked Girl Scout Troop 1091 for assisting the cemetery committee in placing the flags at the cemeteries for Memorial Day. She also walked the Mountain Avenue cemetery with Taggart Lake and he's done an amazing job in repairing those headstones. They also plan on starting on the cemetery at the corner of Route 301 & 9.

Supervisor Van Tassel stated he had a question from a resident at the Memorial Day parade about what type of treatment is being used on the stones. Councilwoman Cotter explained that it is water based and he is not using any type of chemical in his repairs.

Councilwoman Cotter reported the committee plans to meet again on June 23rd to discuss some upcoming projects they hope to tackle.

PC LEGISLATOR – Supervisor Van Tassel reported that Legislator Montgomery was unavailable this evening.

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

GENERAL & PART-TOWN FUNDS

Tax Coll. CVFC	287,500.13
Tax Coll. Phil #1 (CS)	55,571.02
Tax Coll. Gen A Pro Rata	508.52
Town Justice fees 1/22	4,108.00
Tax Coll. Bank Int.	11.22
Town Justice fees 1/22	2,756.00
Bldg Fees 1/22	26,105.50
TC Fees 1/22	894.38
TC Fees Dogs 1/22	212.00
Tax Coll. Gen A final pay	2,050,280.48

HIGHWAY

PC Gas	3,911.52
Gen Gas	598.12
Tax Coll. Partial pay	500,000.00
Tax Coll. Final pay	1,956,793.00

CONTINENTAL VILLAGE WATER DISTRICT

Tax Coll. Full pay	129,187.81
Tax Coll. Unpaid Water	34,987.50

CONTINENTAL VILLAGE PARK DISTRICT

Tax Coll. Full pay	123,659.99
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AGENDA

1. Discussion with Neal Zuckerman, Heidi Wendel & members of the planning board regarding traffic/development on Route 9.

Supervisor Van Tassel thanked the members of the Planning Board for attending and for all the work they have put in, noting the number of projects going on and under review right now.

Neil Zuckerman thanked the Supervisor and stated it is an effort but is worthwhile. He added that the Supervisor's opening remarks were touching yet painful and talking about road safety feels very minor when compared to gun safety and what is affecting this country.

Mr. Zuckerman reported that the Planning Board has discussed, over the last several years, particularly since COVID with an explosion of applications as many developers and individuals have wanted to do building in our community, the observation that route 9 has become a heavily trafficked road, far more than we had anticipated and far more than our own code would have predicted. At their March meeting, they agreed by consent of the board, not a vote, that they would come before, as individuals but members of the Planning Board, to share some of their observations. Mr. Zuckerman explained that the Planning Board has received up to 8 applications in the last 2 to 3 years that have major access, ingress/egress, to Route 9. He mentioned the following projects:

- Magazzino, both the first and second phase
- CRS which has not started yet and is just south of route 301 on the west side of the road across from the mobile home park
- Riiverview Industries just south of Perks Plaza
- 3622 Route 9, which is a new commercial facility
- Frisenda Property which is now a landscaping business

He added that these projects have all completed the process with the Planning Board and all have either major commercial activity, large semi-trailers or a large volume of traffic. He continued, they are here tonight because it is a state road that we do not control. We know the nature of route 9 in our area; it's mostly a one road lane in each direction. The trick is, our state DOT treats route 9 relatively homogeneously; the state guidelines are that route 9 can handle virtually any volume of incremental traffic. No one project itself affects route 9's ability to accept this traffic; it doesn't matter if it's a van, a private little car or a 53-foot truck, it can handle all things as long as the design guidelines exist. Mr. Zuckerman explained, they as a Planning Board are limited by each individual project, they have to evaluate each one independently. There are cumulative effects that occur but each project is individually evaluated on its own merits. He stated where they sit at this point is a bit of a paradox. They as the Planning Board are the instruments to execute policy, and the Town Board is the policy. He questioned if the Town Board sees a similar situation on route 9 and if so, is there an action we can take? If we can't take it independently, can there be something done with state DOT? He stated that from his observations on the Planning Board, they wrestle constantly with these twin parallel issues: property rights and community rights. They are constantly balancing the two and it is a tough

balance. He suggested that at some point the route 9 situation, in his opinion, will lead us to want to reevaluate how we go forward.

Supervisor Van Tassel first expressed his appreciation for the Planning Board's approach on this. Looking at the bigger picture, the Supervisor stated it is really about local traffic versus commuter traffic. If you look at the whole picture, you've got 6 or 8 lanes in Fishkill, 4 lanes, at least, in Westchester, and then the only 2 lane section, that he is aware of, runs through Philipstown, and he does not believe that was by accident; it's held up for a long time. The Supervisor stated he does not know where we would lie with any ability to regulate, other than what we have as far as access and approach, as far as limiting traffic on route 9. He does not think that we as a community or as a Town Board can stop it because if we say we're not allowing any more development on route 9 because we don't want to see any more traffic, does that correct the overall problem of the commuters from Dutchess County going to Westchester and vice versa? He suggested it is certainly worth looking at. We've seen the volume with this temporary traffic light on route 9 and what we're going through currently with controlling speed and the volume. There's a lot of cars on route 9 even with all the advertising suggesting people take other routes, but he does not believe it is a lot of local traffic; it's mostly commuters.

Mr. Zuckerman stated there's a lot of inputs. There is no question that north and southbound traffic are things we have very little control over but there are things that are feasible whether on our own volition or through partnership with state DOT. We've done similar things in the past, a great example being that Perks Plaza light. Supervisor Van Tassel added that was 5 plus years in the making. Supervisor Van Tassel explained it is the speed that concerns him. He stated they have received several complaints regarding the traffic light on route 9 and people speeding down Old Albany Post Road to bypass it. He reported they are placing one of the digital speed reader signs there to deter people, which we likely will receive complaints on as well. He asked Town Attorney Steve Gaba to offer some insight as to what the Town can and cannot regulate.

Mr. Gaba explained that this is actually a very complex problem. At its most basic, the state controls the road and of course even the state doesn't have control over that traffic that goes on the road, especially in towns other than Philipstown. What you can control is the ingress and egress of vehicles on route 9 and that traffic flow within the town of Philipstown. He continued, that itself presents a different problem, a complex problem in and of itself because 9 is a commercial corridor; it's one of the major commercial corridors in this area and the Comprehensive Plan and Zoning both call for and allow commercial development on 9 which is resulting in a lot of truck traffic and a lot of heavy volume being generated by the various properties along it. Ordinarily, if you were unhappy with that situation, you would look to change the zoning along 9 to allow uses that generate smaller vehicles and less volume of vehicles. Again, that is not going to be an easy thing to do because the Comprehensive Plan and the Zoning currently allow that exact type of development. Mr. Gaba suggested it might be worthwhile to have a planner come in and examine the zoning and offer some idea as to whether a change in zoning would be appropriate to address this issue; a planner can give you a big chunk of that but you would also need a traffic engineer's input to tell you, given the undeveloped properties along 9, or the ones that are subject to redevelopment, what kind of impact it would

have. It would not be an inexpensive thing to undertake. Supervisor Van Tassel added that it doesn't address the commuter traffic. Mr. Gaba stated there is nothing you can do about the commuter traffic. Supervisor Van Tassel expressed his concern that the more we stir the pot, it's going to revive the idea of converting it into 4 lanes. Mr. Gaba suggested that is possible, but this is an issue now, as the Planning Board is pointing out and as the elected officials you must decide if this is something you want to move on and study or is it something you want to leave alone because of concerns that the state might expand route 9; these are policy decisions that you have to make. He suggested a planning study could give a better idea of where you stand as far as if changing zoning would ameliorate the problem. Supervisor Van Tassel suggested reaching out to Joel Russell who did the original zoning and planning work with changing the code in 2009/2010.

Heidi Wendel, Planning Board member, stated she has only been on the Planning Board for 2 years and is here speaking not as a member but as an individual resident of Philipstown. She stated that one of the first projects that came up since she has been on the PB was the CRS project, which she voted against because of testimony, which is all public, in conjunction with that project that people were literally scared for their lives to come out at that spot onto 9. As project after project came up that involved truck traffic, she stated she has been looking into the number of accidents along 9 in our stretch of town. Ms. Wendel suggested everyone is aware that there was recently a bicyclist run down in Philipstown; it is a very dangerous piece of highway. She stated that we all know that everyone speeds. She suggested we not feel powerless as a town to do anything about it. She expressed appreciation for the Supervisor's comments about reaching out to DOT; we should be able to do something.

Supervisor Van Tassel stated that when he first got on the board in 2011, they tried to petition the state to lower the speed limit through the North Highlands and on 9d through Garrison and it was completely rejected. They said it is a New York State highway and if the traffic is slowed down there is increased noise and increased pollution. He stated the same thing happened with the divider rumble strip; we did not get it in Philipstown because they stated it's too much noise and they would receive too many complaints.

Ms. Wendel suggested what Philipstown needs to do is have a plan or have a study done and make a little noise about it as a town and say it is not okay with us. She stated we cannot just be victim to DOT. The Supervisor stated he is caution of the solution being a 4-lane highway and we do not want to see that either. Ms. Wendel stated she does not either but questioned why we should have to subject ourselves to that.

Councilwoman Farrell suggested getting our state legislators involved. They have a responsibility to represent our town's interests with DOT. Supervisor Van Tassel reiterated his concern that the solution may be something we don't want. He stated the idea of a four-lane highway with a divider in the middle to prevent head on collisions has been discussed but that would change the entire community; the whole appearance and the nature of the community would be different with a four-lane highway, not to mention the property owners along 9 would lose property.

Councilman Angell stated that from listening to Mr. Zuckerman's remarks, it appears that one of the limiting factors is that as a Planning Board member you have to consider projects on an individual basis and you can't consider them in relation to other projects at the same time. He stated that to him it sounds like it's at the heart of the issue because you need to be able to think about a number of projects and how they contribute to the traffic issue locally. He questioned if there are any local tools that allow some entity at the local level to consider projects in relation to each other as opposed to an individual basis.

Steve Gab explained that aside from other ongoing projects that are nearby, you have to approve site plan based on the traffic impacts of that particular property. So, if the applicant can show that they have suitable site distances in either direction, even if they have a large volume of traffic, the Planning Board's hands are pretty much tied.

Supervisor Van Tassel stated that to do that is essentially penalizing property owners here for commuters from Dutchess County; you're basically saying that we need to save room for the commuters and he has a problem with that. The people here that have owned property and pay taxes on route 9 have the right to develop their property, or the possibility to with the Planning Board's approval, they should not be penalized because there's commuters using route 9. Mr. Zuckerman explained that is exactly the complexity of the problem and why the balancing act is so difficult. Mr. Zuckerman questioned where the marginal point is at which we say, this is too much. He suggested at some point we will know it, only in retrospect. He stated what they're raising is the complexity and the balance of traffic and accessibility of fear versus property ownership of the right to do something versus the right of the community.

Supervisor Van Tassel stated he believes it is worthwhile to contact a planner and get an opinion, an overall spectrum as to where we can go, what we can do and then he will reach out to DOT again, the director is very receptive. He added that promoting route 9d as an alternative route is certainly not the answer, but the Taconic is.

Councilwoman Farrell expressed that she does not want to see it turn into 4 lanes.

Councilman Flaherty reported that during the zoning process the setback was reduced from 100 feet to 35 feet in order to try and prevent a 4-lane highway from coming to the town. He noted that route 9 is one of the most trafficked highways in New York state. Supervisor Van Tassel added it is one the only north/south routes for commercial traffic.

Councilwoman Cotter offered her support for bringing in a planner to evaluate the situation and offer their point of view and any suggestions for improvement.

Dennis Gagnon suggested contacting the state police and the Sheriff's office regarding enforcement of the speed limits and the possibility of placing a camera somewhere. Neal Zuckerman thanked the Town Board stating this is proof that government works; we can put something on the agenda and have a conversation about something important.

2. Resolution authorizing the Supervisor to sign the contracts with Philipstown Volunteer Ambulance Corp. and Garrison Volunteer Ambulance Corp. (Roll Call Vote)

Supervisor Van Tassel stated this is long overdue and we have been back and forth many times on this. He explained that the contracts are being extended from 1 year to 5 years and clarified that does not include the funding portion, just the operational requirements. They will still come each year and present their budget. The Supervisor stated there is one holdup with the PVAC contract, we do not have their fee schedule. Council has suggested adopting the resolution with the condition that a fee schedule acceptable to the town be submitted. Supervisor Van Tassel stated he has spoken with Chris Tobin and one will be submitted tomorrow.

GVAC

RESOLUTION # -2022

WHEREAS, the Town of Philipstown provides general ambulance service within the Town by contracting with local volunteer ambulance corps; and

WHEREAS, the Town Board has before it two proposed contracts with the Philipstown Volunteer Ambulance Corps, and the Garrison Volunteer Ambulance Corps, for the provision of ambulance service within the Town;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board of the Town of Philipstown hereby approves the proposed ambulance service contracts with the Philipstown Volunteer Ambulance Corps, and the Garrison Volunteer Ambulance Corps; and

2. The Town Board adopts the Rules & Regulations For Municipal Ambulance Service and the Schedule of Fees annexed thereto; and

3. That the Town Supervisor is hereby authorized to execute the said contracts and any documents necessary to carry out the terms thereof.

Councilwoman Farrell presented the foregoing resolution which was seconded by Councilwoman Cotter,

The vote on the foregoing resolution was as follows

Judith Farrell, Councilwoman, voting	_____ AYE _____
Robert Flaherty, Councilman, voting	_____ AYE _____
Jason Angell, Councilman, voting	_____ AYE _____
Megan Cotter, Councilwoman, voting	_____ AYE _____
John Van Tassel, Supervisor, voting	_____ AYE _____

PVAC

Supervisor Van Tassel reiterated that this approval will be conditioned on them providing us with a fee schedule that's adopted by the town.

RESOLUTION # -2022

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WHEREAS, the Town Board has before it two proposed contracts with the Philipstown Volunteer Ambulance Corps, and the Garrison Volunteer Ambulance Corps, for the provision of ambulance service within the Town;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board of the Town of Philipstown hereby approves the proposed ambulance service contracts with the Philipstown Volunteer Ambulance Corps, and the Garrison Volunteer Ambulance Corps; and
2. The Town Board adopts the Rules & Regulations For Municipal Ambulance Service and the Schedule of Fees annexed thereto; and
3. That the Town Supervisor is hereby authorized to execute the said contracts and any documents necessary to carry out the terms thereof.

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

The vote on the foregoing resolution was as follows

Judith Farrell, Councilwoman, voting	_____ AYE _____
Robert Flaherty, Councilman, voting	_____ AYE _____
Jason Angell, Councilman, voting	_____ AYE _____
Megan Cotter, Councilwoman, voting	_____ AYE _____
John Van Tassel, Supervisor, voting	_____ AYE _____

- 3. Resolution authorizing the Supervisor to sign the HVAC Maintenance Agreement with Air Professional Associates, LLC beginning 6/1/2022 – 5/31/2023.**

RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign the HVAC Maintenance Agreement with Air Professional Associates, LLC beginning 6/1/2022 through 5/31/2023.

- 4. Resolution approving the Length Of Service Award Program submission from Philipstown Volunteer Ambulance Corp for 2021 and authorizing the Supervisor to sign all necessary paperwork associated with such.**

RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby approves the Length of Service Award Program submission from Philipstown Volunteer Ambulance Corp for 2021 and authorizes the Supervisor to sign all necessary paperwork associated with such.

- 5. Resolution accepting resignation of Krystal Ford as Climate Smart Coordinator and as a member of the Conservation Board effective July 29, 2022 and authorize the Town Clerk to advertise for said positions.**

Several board members expressed their disappointment that Krystal Ford is leaving and their appreciation for all the work she has done for 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 Krystal Ford as Climate Smart Coordinator and as a member of the Conservation Board effective July 29, 2022 and authorizes the Town Clerk to advertise for said positions.

6. 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)

RESOLUTION # -2022

**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.

Councilwoman Farrell presented the foregoing resolution which was seconded by Councilwoman Cotter,

The vote on the foregoing resolution was as follows

Judith Farrell, Councilwoman, voting	_____ AYE _____
Robert Flaherty, Councilman, voting	_____ AYE _____
Jason Angell, Councilman, voting	_____ AYE _____
Megan Cotter, Councilwoman, voting	_____ AYE _____
John Van Tassel, Supervisor, voting	_____ AYE _____

7. 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. (Roll Call Vote)

RESOLUTION # -2022

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 Philipstown Town 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 Philipstown Town Board considers that this legislation is a good first step to resolving the crisis currently facing the emergency medical service community;

NOW, THEREFORE BE IT RESOLVED, that the Philipstown Town Board is in support of the passage of the proposed legislation S.8432 and

BE IT FURTHER RESOLVED, that the Philipstown Town Clerk distributes copies of this resolution to the Governor and to Philipstown's representatives in the State Assembly and the State Senate.

Councilwoman Farrell presented the foregoing resolution which was seconded by Councilwoman Cotter,

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 _____ AYE _____

John Van Tassel, Supervisor, voting _____ AYE _____

8. Danielle Pack-McCarthy to introduce her successor Laurie Sigalos as Executive Director at Philipstown Hub.

This item was discussed during the Committee Report on the Philipstown Hub.

9. Schedule Workshops/Meetings.

- **Regular Monthly Meeting – July 7, 2022**
- **Workshop Request – June 15, 2022 – Cindy Trimble & Gail Silke – presentation on Veterans recognition**

10. Code Enforcement Monthly Report

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

Councilman Flaherty stated he previously spoke with the person who was supposed to be taking the part-time position in the Building Department and he is still kind of on the fence. He stated he reached out to him again and has not gotten a return phone call yet. Councilman Flaherty stated he has reached out to someone else who is interested and has not heard from him yet. He added, Greg Wunner definitely needs the help as we are falling behind on fire inspections.

11. Any other business that may come before the Town Board.

Councilwoman Farrell gave an update on the Food Scrap Recycling Program noting that we are up to about 60 registrations. Councilman Flaherty reported this is a pilot program for 6 months and if we don't get the participation in this program, it will not continue.

Councilman Angell noted that Joule from the CCA was here at the last workshop and reported that the electricity supplier is trying to potentially break their contract and get rid of the approximately 25,000 CCA customers from the CCA electricity supply and that this has the potential to happen in June. They were asking if municipalities would support a letter or resolution against this. Steve Gaba explained, if the town wishes to join in the litigation, it needs 2 agreements. They can be in a single document but they would need to be in place. The first agreement is going to be between the town and the attorneys who are representing the town in this in regards to arrangements as far as fronting costs, these things need to be hashed out prior to joining the litigation in regard to what your obligations are in regard to what your expectations are as far as recovery. The other agreement needs to be between the town and whatever other party plaintiffs there are in this proposed litigation; if there are going to be legal fees due, if there are going to be costs for the litigation how are they being divvied up? If the town decides it wants to drop out of litigation, is it free to do so? And several other questions need to be addressed. Mr. Gaba explained it does not have to be a terribly complicated agreement but there's a couple issues that need to be spelled out. Supervisor Van Tassel asked Councilman Angell to coordinate communication between Steve Gaba and Joule's legal counsel.

Councilman Flaherty stated it was great to see the Memorial Day parade take place this year after a 2-year hiatus due to the pandemic. Supervisor Van Tassel stated that he participated in helping place the flags at the cemetery. He added that it would be wonderful if someone went in and plotted the entire cemetery and noted where the flags are to be placed to make it easier in the future; this would be a great project for an eagle scout.

Councilman Flaherty reported there will be a blood drive held on June 15th at the North Highlands Fire house and encouraged anyone who can to donate.

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 _____.

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

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

Councilwoman Cotter 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 _____.

ADJOURNMENT

There being no further business to discuss, Councilwoman Farrell made a motion, seconded by Councilwoman Cotter, to close the monthly meeting at 9:08 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 7:31 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

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

AGENDA

- 1. Resolution appointing Thomas Merrigan as Deputy Highway Superintendent at a salary not to exceed that set forth in the 2022 budget.**

RESOLUTION # -2022

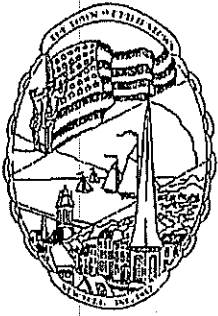
The following Resolution was presented by Councilman Flaherty, seconded by Councilwoman Farrell, and unanimously carried;

RESOLVED, that the Town Board hereby appoints **Thomas Merrigan as Deputy Highway Superintendent** at a salary not to exceed that set forth in the 2022 budget.

Town Clerk Percacciolo was excused from the meeting at 7:33 p.m.

Respectfully submitted by,

Tara K. Percacciolo
Town Clerk



HIGHWAY DEPARTMENT Town of Philipstown

50 Fishkill Road, Cold Spring, NY 10516
(845) 265-3530
Fax (845) 265-7886

Adam Hotaling
Highway Superintendent

MEMORANDUM

July 5, 2022

TO: Philipstown Town Board Members

FROM: Adam Hotaling

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

- Crews have been busy with the seasonal jobs necessary at this time of year: filling potholes, grading, mowing, trimming and cleaning out catch basins to name a few.
- Tom Merrigan has been appointed Highway Deputy. He joined the Highway Department in 2017 as a Driver, in 2020 was made an Operator, and in 2022 made a Forman. Tom has always been a team member and is very responsible and accountable for his work. He will bring a great deal to the department.
- New Garage Update: Lots of action finally. The first delivery of metal building components arrived early in June. They were lifted, unloaded and organized on site. The steel frame went up very quickly, and the roofing is being done now. After that we hope the remainder of the project runs on schedule.
- Once again, we had a dumping incident on our local roadways, this time on Old Albany Post Rd and Canopus Hill Rd. A couch, pillows and mattress. The Department picked the items up and hauled away which takes time and money out of the highway budget unnecessarily. Everyone shares in the cost to clean up illegal dumping. The time, effort and money it takes to clean up could be directed at more productive work. We are asking you to call the Putnam County Sheriff's office at 845-225-4300 if you see any suspicious dumping.
- The Highway Department received approximately 36 phone calls/emails regarding road complaints and issues for the month of June.
- The Highway Department spent approximately \$12,700.00 in vehicle maintenance and repairs in June.

Above monthly account submitted by:

Adam Hotaling

Highway Superintendent

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 renewal contract with Pitney Bowes for a term of 60 months at the monthly rate of \$187.91.

State and Local Fair Market Value Lease

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

TOWN OF PHILIPSTOWN TOWN CLERK

Tax ID # (FEIN/TIN)

146002369

Sold-To: Address

238 Main St, Cold Spring, NY, 10516-1401, US

Sold-To: Contact Name

Kelly McIntyre

Sold-To: Contact Phone #

(845) 265-3329

Sold-To: Account #

0010474313

Bill-To: Address

PO Box 155, Cold Spring, NY, 10516-0155, US

Bill-To: Contact Name

Kelly McIntyre

Bill-To: Contact Phone #

(845) 265-3329

Bill-To: Account #

0016854418

Bill-To: Email

kmcintyre@phillipstown.com

Ship-To: Address

238 Main St, Cold Spring, NY, 10516-1401, US

Ship-To: Contact Name

Kelly McIntyre

Ship-To: Contact Phone #

(845) 265-3329

Ship-To: Account #

0010474313

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	993-4B	DM400C Return Kit - Upgrade to 9H00
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	F9PG2	PowerGuard LE Service Package
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	MP8110	SendPro C Series Scale Upgrade

1	NV2A	InView Custom Reports and Training
1	NV50	InView Dashboard 1 unit DM125/DM225
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS2	Softguard For SendPro C500
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWM	10lb/5kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 187.91	\$ 563.73

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
() Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at <http://www.pb.com/statelocalfmv/terms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Linda Pachter

linda.pachter@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Commerce solutions,
from the Craftsmen of Commerce.

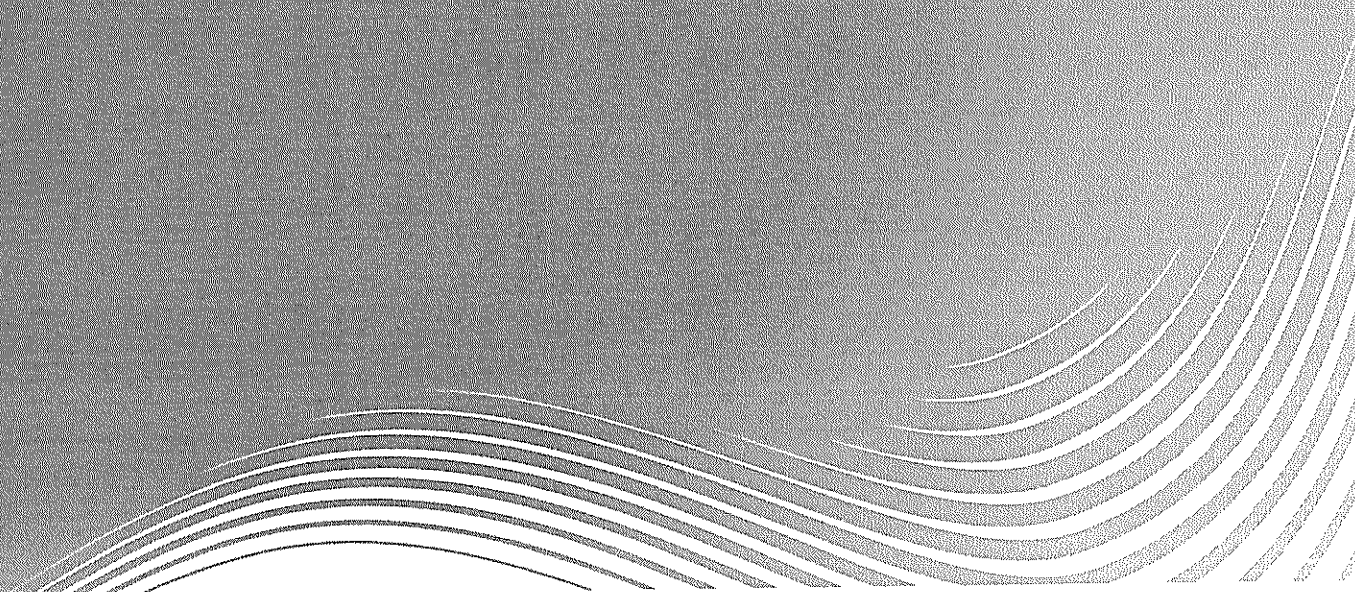
pitney bowes 

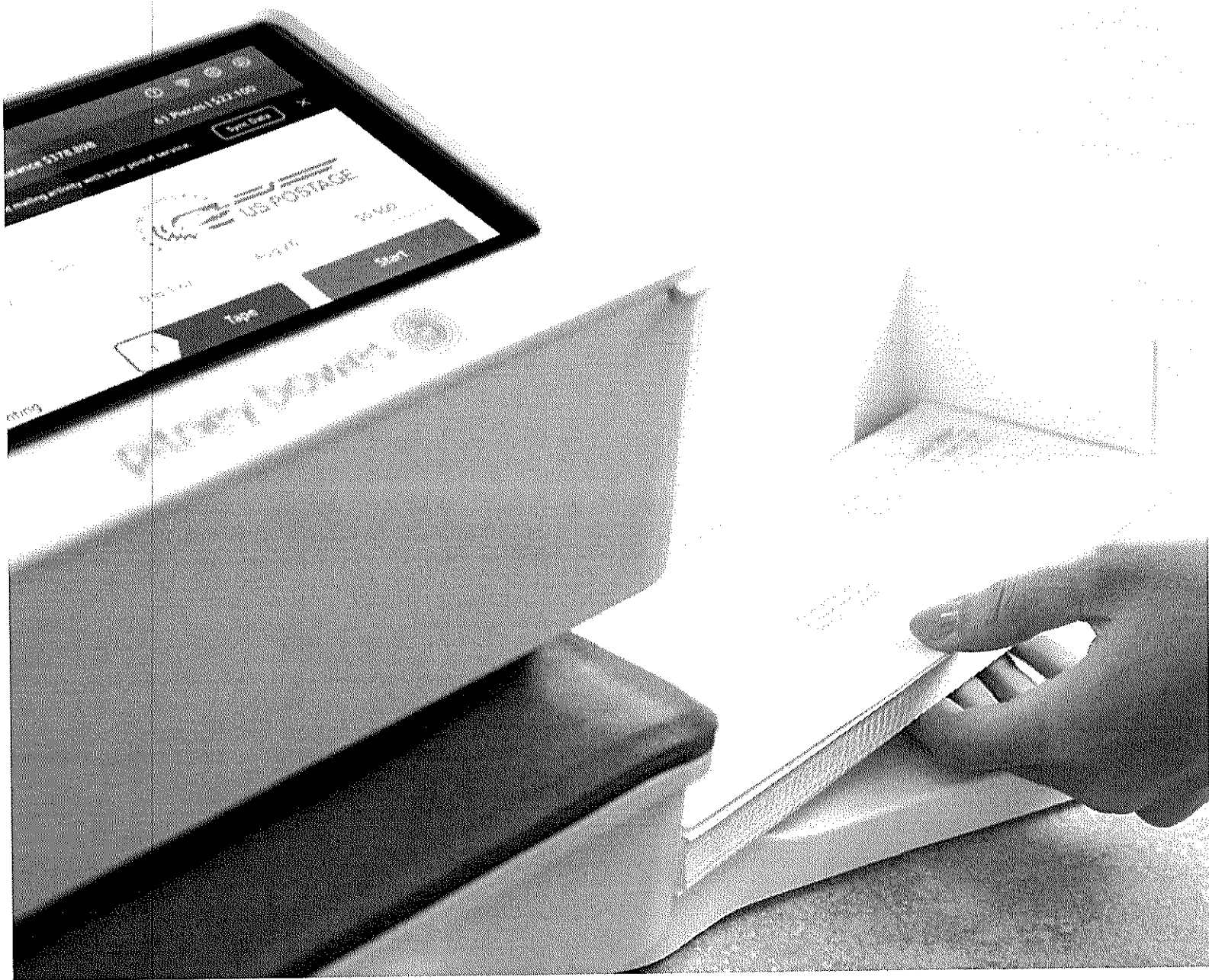


Mailing
Postage Meters

SendPro® C Auto

Simplify your mailing process.

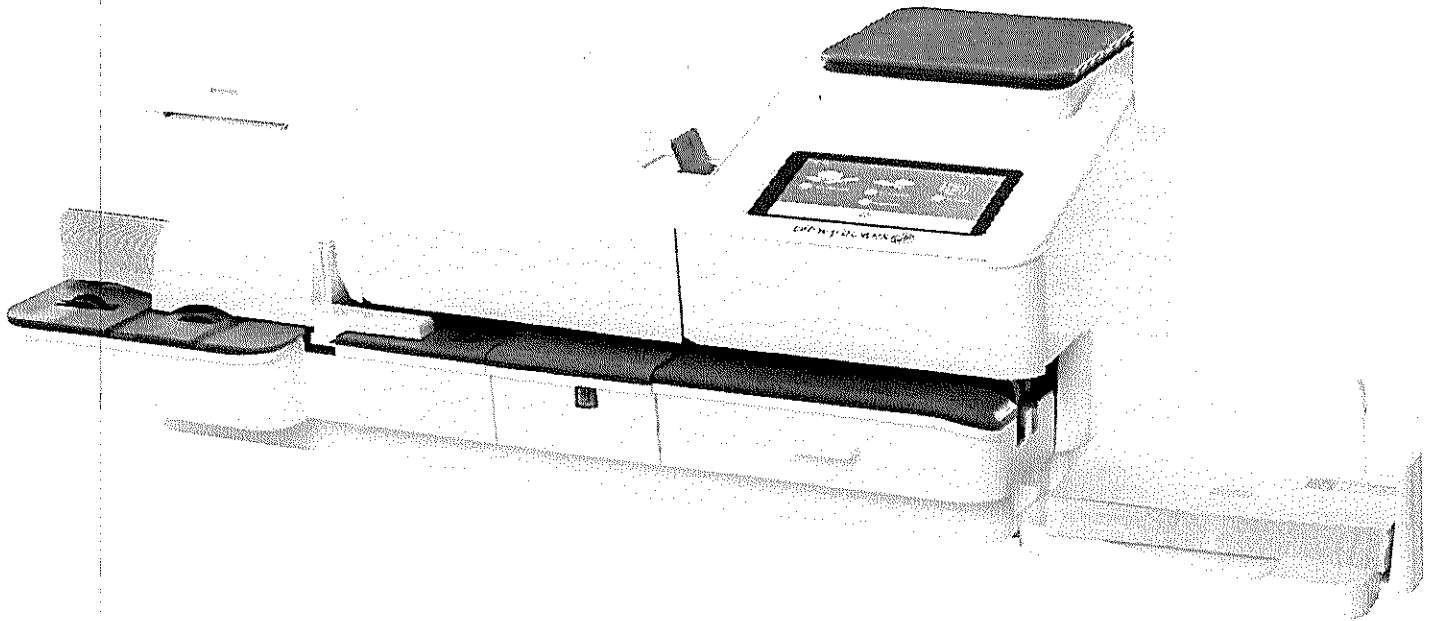




Handle batch mailing quickly and easily.

Introducing the SendPro® C Auto.

Processing a variety of mail, including letters, postcards and large envelopes, has never been easier with our auto-feed mailing solution.



Feed, seal, print and save automatically.

Mail with speed and ease.

Process mail batches up to 120 letters per minute and up to 5/16" thick, with the automatic mail feeder.

Calculate postage costs for different size envelopes.

Confidently pay the right amount on virtually every piece, every time.

Optimize efficiency by minimizing jams.

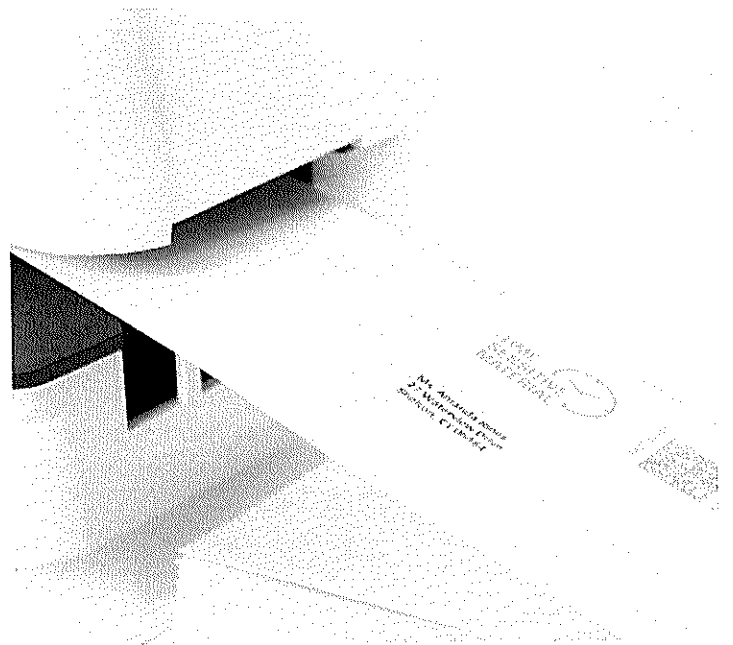
Smoothly feed your mail with our reverse separation technology to keep your operations on track.

Save automatically.

Automatically receive rate updates and save 5¢ on every First Class® letter* — plus get optional access to discounted presort rates.

Meet the latest USPS® IMI compliance rules.

Rest assured your SendPro C Auto will meet USPS guidelines.





Send large envelopes, Priority Mail® and packages with confidence.

Compare, save and print.

View USPS shipping rates, save up to 40% on Priority Mail and print labels with the optional printer.*

Take the guesswork out of shipping.

Accurately weigh packages up to 15 pounds with the integrated digital scale.

Minimize undeliverable fees.

Use the built-in address verification feature to reduce costly address correction fees and improve your delivery success rate.

Get more shipping choices for greater savings.

Easily compare rates across multiple carriers—USPS®, UPS® and FedEx® and get pre-negotiated discounted carrier rates with the optional multicarrier subscription.

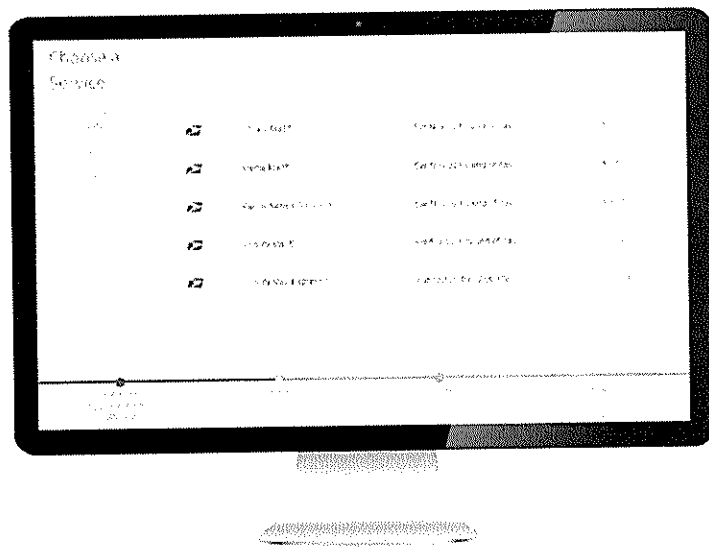
*As of January 27, 2019. Savings will vary based on geography, mail type, and other variables.

Designed for simplicity, visibility and ease of use.

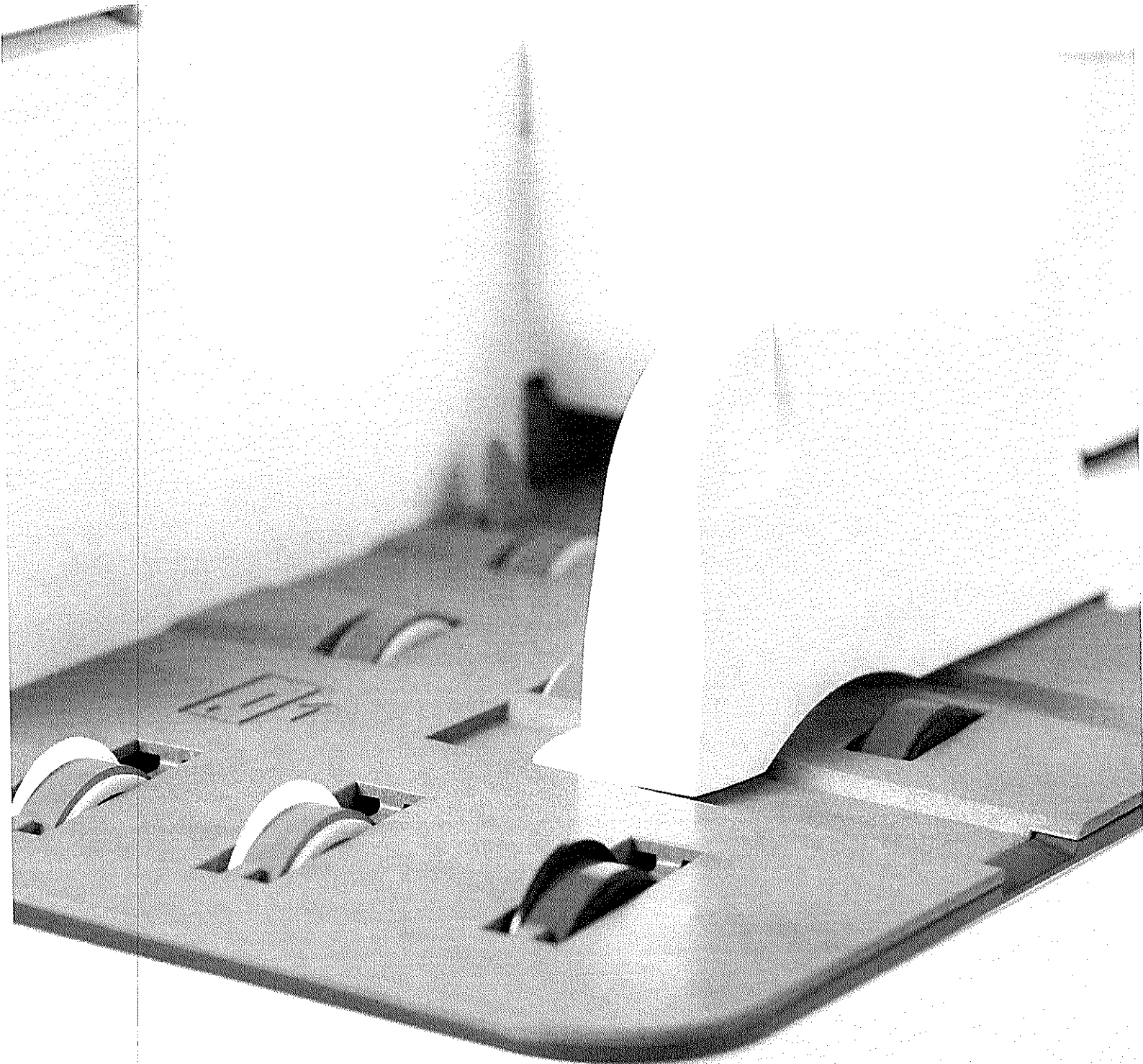
Gain online access to ship the way you want.
Use SendPro® Online to print trackable shipping labels
from any computer and easily compare rates with the
Shipping Rate Selector.

Control at your fingertips.
Easily navigate the intuitive menu with the large, full-color
7" touchscreen.

Track postage costs with precision.
View and email spending, shipping, accounting history
and reports by department online for up to 500
different accounts.



The auto-feed technology is designed to minimize jams and misprinted postage by ensuring only one envelope is processed at a time.

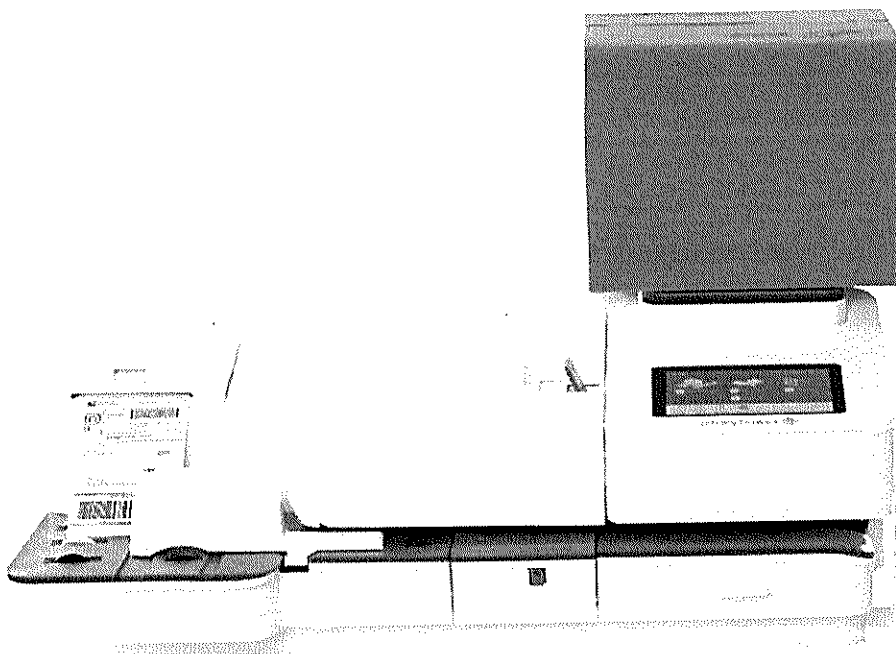


SendPro® C Auto Specifications:

Mail feed	Automatic
Speed (letters per minute)	Standard: 95 LPM; Optional: 120 LPM
Display	7" color touchscreen
Scale	Optional 5, 10 or 15 lb. integrated; Optional 30 or 70 lb. external
Label printer	Optional
Shipping	Standard: USPS; Optional: Multicarrier
Accounts	Standard: 100; Optional: 500
USPS® IMPb compliant	Included
Presort rate access	Included
SendPro Online subscription	Standard: USPS; Optional: Multicarrier
eRR	Optional
Barcode Scanner	Optional
AutoInk™	Included*

*Get automatic ink replenishments at savings of 20% off the retail price when you enroll in the AutoInk™ program.
For more information on AutoInk, visit us online at pbi.bz/autoink.

Streamline your mailing process with the highly efficient, easy-to-use SendPro C Auto.



United States
3001 Summer Street
Stamford, CT 06926-0700

For more information, visit us online at
pitneybowes.com

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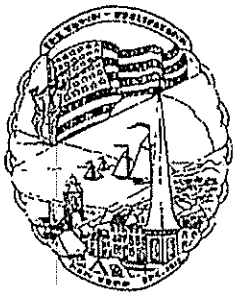
**RECYCLE
PLEASE >**
recycle appropriate only

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RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby authorizes Supervisor Van Tassel to sign the Filming Permit for High Roller Productions, LLC "Poker Face" for filming scheduled for June 14, 2022 at 61 Lisburne Lane, Garrison.



TARA K. PERCACCILO
TOWN CLERK AND TAX COLLECTOR

TOWN OF PHILIPSTOWN

238 Main St. P.O. Box 155 Cold Spring, NY 10516

JOHN VAN TASSEL, SUPERVISOR (845) 265-3329

MEGAN COTTER, COUNCILWOMAN
JASON ANGELL, COUNCILMAN
ROBERT FLAHERTY, COUNCILMAN
JUDITH FARRELL, COUNCILWOMAN

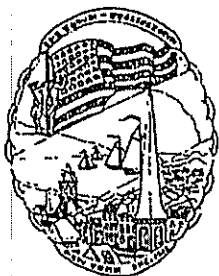
Project Name: Poker Face
(Name of person or entity being filmed)
Location: 61 Lisburne Lane, Garrison, NY 10524
Filming Date(s): 06/14/22 Hours: 5a-11:59pm

Description of all vehicles, equipment props and sets to be used in connection with filming:

Vehicles: See Attachment
Equipment: See Attachment
Props: See Attachment
Sets: See Attachment
Outdoor lighting: See Attachment

Attach child performer permit(s) for each performer under 18 (if applicable). Please make sure permit is/all permits are completely filled out.

Applicant: Ian Loretto Date: 06/07/22
Signed by: Ian Loretto
Title: Locations Coordinator



TARA K. PERCACCILO
TOWN CLERK AND TAX COLLECTOR

TOWN OF PHILIPSTOWN

238 Main St. P.O. Box 155 Cold Spring, NY 10516

JOHN VAN TASSEL, SUPERVISOR (845) 265-3329

MEGAN COTTER, COUNCILWOMAN
JASON ANGELL, COUNCILMAN
ROBERT FLAHERTY, COUNCILMAN
JUDITH FARRELL, COUNCILWOMAN

Application for Filming Permit

Applicant: High Roller Productions, LLC
(Name of Company and/or Individual)
435a Robinson Ave
(Street Address)
Newburgh NY 12550 845-250-9902
(Locality) (State) (Zip) (Cell Number)

Contact Information:
Supply the name, address and cell number of the person who will be available 24 hours a day during the activity. This person should have control and responsibility for the direction of all participants involved in the permitted activity and for the property for which the activity is permitted.

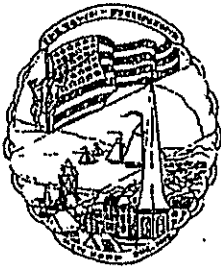
Ian Loretto
(Name of Individual)
436a Robinson Ave Newburgh NY 12550
(Street Address) (Locality) (State) (Zip)
716-548-0219
(Cell Number)

If applicant is not owner or tenant in possession of property where filming is to take place, supply owner information below:

Trevor O'Reilly [Signature]
(Owner of property) Representative (Signature)
646-489-3144
(Cell Number)

Filming Format:

Student___ Public service, Teaching or Not-for-profit___ Agency Advertising___
Feature Film, TV or Video X Private Property X Public Property



TARA K. PERCACCILO
TOWN CLERK AND TAX COLLECTOR

TOWN OF PHILIPSTOWN

238 Main St. P.O. Box 155 Cold Spring, NY 10516

JOHN VAN TASSEL, SUPERVISOR (845) 265-3329

MEGAN COTTER, COUNCILWOMAN
JASON ANGELL, COUNCILMAN
ROBERT FLAHERTY, COUNCILMAN
JUDITH FARRELL, COUNCILWOMAN

The Owner hereby consents to this application and the filming to be done hereunder:

[Signature]
(Signature of Owner, REPRESENTATIVE

Date: 6/7/22

RELEASE AND INDEMNITY OF LIABILITY

In consideration of permission granted by the Town of Philipstown for the use of the above Filming Permit:

The undersigned applicant hereby releases from liability, absolves and agrees to defend, indemnify and hold harmless the Town of Philipstown, its officers, officials, employees, agents and volunteers, from the against any and all claims, recoveries, judgements and causes of action whatsoever arising out of the grant of this filming permit. If, as a result of the grant of this filming permit, damage is sustained to any property owned by the Town of Philipstown, the undersigned permit holder agrees to reimburse to the Town of Philipstown the fair market value of any repair to, or replacement of, such property.

FOR OFFICE USE:

FILMING PERMIT

Approved ☒

Approved with special conditions _____

Denied _____

Commencement date: 6-14-2022

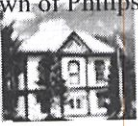
Expiration date: 6-14-2022

Town Supervisor's signature [Signature]

Subject to the restrictions in Town Code Section 89-5 and Chapter 89

Special Conditions:

-3-



Philipstown Film Permit Application

Tue, Jun 7, 2022 at 6:22 PM

Ian Loretto <iloretto1027@gmail.com>
To: Town Supervisor <supervisor@philipstown.com>
Cc: Matthew McKay <mattmckay344@gmail.com>

Hey Ann,

Thanks for sending this over yesterday! Apologies for getting it in later than we initially spoke about. Nevertheless, attached below here is our completed and signed permit application for our work next Tuesday. Please let me know if you see any issues with it, and if so, I will try to address them as quickly as possible. I have cc'd my Assistant Location Manager, Matt, here who can also address any issues you or the town may have.

Also, would you mind letting me know the total cost we owe the town? In reading over everything you sent me, I believe it is \$800 as we are a **Major TV show filming on private property**. If that is not the case, please let me know. Once I have the correct fee amount, I will work on getting a check processed for the town. I could probably have one as early as tomorrow, but no later than Friday.

Thanks again for all your help Ann! We look forward to hopefully showcasing this beautiful area!

Best,

Ian Loretto

Locations Coordinator - Teamster Local 817

Poker Face

High Roller Productions, LLC

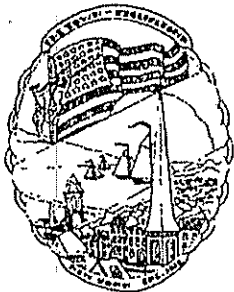
Cell: 716-548-0219

iloretto1027@gmail.com

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PhilipstownPermit_Filled.pdf
3814K



TARA K. PERCACCILO
TOWN CLERK AND TAX COLLECTOR

TOWN OF PHILIPSTOWN
238 Main St. P.O. Box 155 Cold Spring, NY 10516
JOHN VAN TASSEL, SUPERVISOR (845) 265-3329

MEGAN COTTER, COUNCILWOMAN
JASON ANGELL, COUNCILMAN
ROBERT FLAHERTY, COUNCILMAN
JUDITH FARRELL, COUNCILWOMAN

Monthly Town Board Meeting
(Revised) February 16, 2017

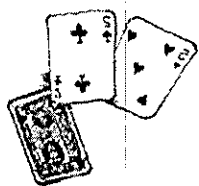
RESOLUTION #64-2017
The following Resolution was presented by Councilwoman Montgomery, seconded by Councilman Leonard and unanimously carried;

RESOLVED, that the Town Board hereby revises (2021) the Fee Schedule for the Town of Philipstown for Chapter 89 entitled Filming – Code of the Town of Philipstown as follows:

Town of Philipstown Fee Schedule

<u>Fee</u>	<u>Type</u>	<u>Property</u>
\$ -0-	Student	Public or Private
25.00	Public service/teaching, not for profit	Private
50.00	Public service/teaching, not for profit	Public
100.00	Agency Advertising	Private
200.00	Agency Advertising	Public
800.00	Feature film/TV video	Private
1,500.00	Feature film/TV video	Public

**** ALL fees are PER DAY****



POKER FACE



PHILIPSTOWN SHOOTING ELEMENTS ATTACHMENT

Vehicles:

4 cast trailers (campers), Hair and Makeup tractor-trailer, Wardrobe tractor-trailer, Camera Tractor Trailer, Grip Tractor Trailer, Lighting Tractor Trailer, Props/Set Dec Tractor Trailer, 1 Honeywagon, 6 Box Trucks, 6 15 passenger vans, Fuel truck, 100 personal crew vehicles

Equipment:

Production Level Cameras and accompanying lenses/gear, Production lighting equipment (lights, stands, Cables), Grip equipment (C-Stands, Cloth Covering, Lighting Gels), Standalone generators and generators attached to tractor-trailers, set decoration for scenes.

Props:

Pitchers of Ice Tea, Table settings for lunch gathering, pool toys, beach ball (There are no props in this work that would be considered a hazard or dangerous ala Prop Guns, Knives, Explosives, etc...) Also there will be a picture car that drives up a driveway

Sets:

Interior Sets: Various Sets inside the Sloane Estate Mansion. Kitchen, Living Room, and two bedroom sets
Exterior Sets: There is an outdoor set around an existing pool area on property. A water safety representative will be on-site for all water work.

Outdoor Lighting:

There will be outdoor lighting used to shoot the outdoor pool scene. The scene takes place during the day, so lights will be used to enhance daylight. Nothing outside our standard lighting package will be used.

High Roller Productions, LLC
436a Robinson Ave,
Newburgh, NY 12550



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 06/07/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co., Insurance Brokers of CA. 505 N. Brand Boulevard, Suite 600 Glendale, CA 91203 License No. 0726293	CONTACT NAME: Tamara Kern PHONE (A/C, No, Ext): 818-539-1287 FAX (A/C, No): 818-539-1587 E-MAIL ADDRESS: Tamara.Kern@ajg.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Fireman's Fund Insurance Company</td> <td>21873</td> </tr> <tr> <td>INSURER B: General Star National Insurance Company</td> <td>11967</td> </tr> <tr> <td>INSURER C: American Automobile Insurance Company</td> <td>21849</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Fireman's Fund Insurance Company	21873	INSURER B: General Star National Insurance Company	11967	INSURER C: American Automobile Insurance Company	21849	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED High Roller Productions, LLC 100 N Crescent Drive Beverly Hills, CA 90210															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R L TR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	X		UST022011230	12/07/2021	12/07/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Anyone person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> PHYSICAL DAMAGE* SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		UST022011210 *UST017299210 Hired Auto Physical Damage- Included in Misc. Equipment Limit Deductible - 10% of Loss Minimum of \$3,500 Maximum of \$ 10,000	12/07/2021	12/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A & B	<input checked="" type="checkbox"/> UMBRELLA L&B <input checked="" type="checkbox"/> EXCESS LIAB DED	X		UST01615321U NXG930129 (Excess) Follows Form Over the Following: • GENERAL LIABILITY • AUTOMOBILE LIABILITY • THIRD PARTY PROPERTY DAMAGE • EMPLOYERS LIABILITY	12/07/2021	12/07/2022	PRIMARY EACH OCCURRENCE \$ 5,000,000 PRIMARY AGGREGATE \$ 5,000,000 EXCESS EACH OCCURRENCE \$ 5,000,000 EXCESS AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0206092101 ***EVIDENCE ONLY*** PRIMARY WORKERS COMPENSATION PROVIDED BY THE PAYROLL SERVICE	12/07/2021	12/07/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PRODUCTION PACKAGE THIRD PARTY PROPERTY DAMAGE MISCELLANEOUS EQUIPMENT PROPS/SETS WARDROBE		LP	UST017299210 LOSS PAYEE REPLACEMENT COST WORLDWIDE SPECIAL FORM	12/07/2021	12/07/2022	Limit: \$ 1,000,000 DED: \$ 10,000 Limit: \$ 5,000,000 DED: \$ 25,000 Limit: \$ 5,000,000 DED: \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY (FORM ENTG1018) AND/OR AUTO LIABILITY (FORM ENTBA000) POLICIES AND A LOSS PAYEE UNDER THE PRODUCTION PACKAGE BUT ONLY AS RESPECTS THEIR AGREEMENT WITH THE NAMED INSURED FOR THE RENTAL OR LEASE OF PROPS, SETS & WARDROBE, EQUIPMENT, VEHICLES OR PREMISES FOR THE PRODUCTION: "POKER FACE".

CERTIFICATE HOLDER

 Town of Philipstown
 238 Main St,
 Cold Spring, NY 10516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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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 Fire Protection Agreement with the Village of Cold Spring.

FIRE PROTECTION AGREEMENT

The VILLAGE BOARD OF THE VILLAGE OF COLD SPRING, a Municipal Corporation of the State of New York, hereinafter designated "COLD SPRING"

And

The TOWN BOARD OF THE TOWN OF PHILIPSTOWN, a Municipal Corporation of the State of New York, hereinafter designated "PHILIPSTOWN"

And

The COLD SPRING FIRE COMPANY NO 1, a Volunteer Fire Company organized under the Laws of the State of New York, hereinafter the "FIRE COMPANY",

WITNESSETH:

WHEREAS, there are properties located in PHILIPSTOWN referred to on the PHILIPSTOWN real property tax bills as "Philipstown Fire No. 1" that constitutes the designated area within Philipstown to be served under this Agreement; and

WHEREAS, COLD SPRING and the FIRE COMPANY are willing to provide fire protection services to PHILIPSTOWN, for said properties, under the terms and conditions set forth herein; and

WHEREAS, by resolution dated _____, the Town Board of PHILIPSTOWN duly authorized execution of this Fire Protection Agreement; and

WHEREAS, by resolution dated _____, the Village Board of COLD SPRING duly authorized execution of this Fire Protection Agreement;

WHEREAS, the FIRE COMPANY, by its membership and its Board have consented to the terms hereof;

NOW, THEREFORE, PHILIPSTOWN does engage COLD SPRING to furnish fire protection services to PHILIPSTOWN through the FIRE COMPANY and COLD SPRING agrees to furnish such protection in the manner following, to wit:

1. **TERM:** This Agreement shall commence on the first day of January, 2022 and shall continue for a term of one (1) year.
2. **FIRE PROTECTION SERVICE:** The FIRE COMPANY shall, at all times during the term of this Agreement, be subject to call for attendance upon any fire, emergency or service call falling under the Fire Company's Standard Operating Procedures and Guidelines occurring within the areas designated within the Town of PHILIPSTOWN, when notified by alarm, telephone call, County dispatch 911 or other reliable means. Upon such call or other notification, the FIRE COMPANY shall, without delay and with all suitable apparatus, proceed diligently and in every way reasonable under the circumstances with mitigation and termination of the incident. Provided, however:

- (i) The FIRE COMPANY shall not be required to furnish any water (other than water stored in the fire truck in accordance with the Fire Company's Standard Operating Procedures and Guidelines) or hydrants, and PHILIPSTOWN shall be responsible for the maintenance of all hydrants including, but not limited to keeping all hydrants and any access to those hydrants free from ice and snow;
- (ii) The FIRE COMPANY shall respond to fire, emergency or service calls in such manner as it deems appropriate and consistent with its Standard Operating Procedures and Guidelines;
- (iii) COLD SPRING, through the FIRE COMPANY, shall not be responsible or in any way liable under this Agreement for delay or failure to reach buildings on fire because of lack of roads, impassable road conditions or other causes beyond the control of the FIRE COMPANY, nor for failure to extinguish any fire after reasonable efforts to do so; and
- (iv) The FIRE COMPANY reserves the right, and in fact has the obligation to service other municipalities; and the FIRE COMPANY'S attendance upon any fire or emergency outside of the designated area of PHILIPSTOWN shall not be deemed a violation of this Agreement. Nothing in this Agreement shall be construed as requiring the FIRE COMPANY to neglect a fire or emergency in COLD SPRING for the purposes of attending a fire or emergency in the designated area of PHILIPSTOWN.

3. INDEPENDENT CONTRACTOR:

It is understood and agreed that COLD SPRING and the FIRE COMPANY, in providing Fire Protection Service under this Agreement, are acting as independent contractors, and are not subject to any direction or control in any manner by PHILIPSTOWN except as expressly conferred by law, and formulation of and compliance with any laws, rules or regulations relating to use of fire protection apparatus and equipment shall be the responsibility of COLD SPRING and the FIRE COMPANY.

PHILIPSTOWN, by execution of this Agreement, expressly grants the FIRE COMPANY permission to open, use and secure hydrants belonging to PHILIPSTOWN or within its jurisdiction and to use the water therein for purposes of providing fire protection services under this Agreement. Members of the FIRE COMPANY, while engaged in the performance of their duties in answering, attending upon, or returning from any call provided for this by Agreement shall have the same rights, privileges, and immunities as if performing the same in the Village of Cold Spring.

4. PAYMENTS:

In consideration of furnishing fire protection services under this Agreement, PHILIPSTOWN shall pay COLD SPRING an amount equal to Sixty Thousand One Hundred Five dollars (\$60,105). Payment to be made in full within 30 days of receipt of invoice from COLD SPRING.

Payments made under this Agreement shall be all-inclusive and shall be in full and complete satisfaction of any and all claims for compensation for provision of fire protection services, including any obligation of PHILIPSTOWN to pay COLD SPRING or the FIRE COMPANY for any loss or damage to equipment sustained in the performance of its duties hereunder. Provided, however, PHILIPSTOWN shall remain responsible for any injury, loss or damage caused, wholly or in part, by the tortuous actions or omissions of its elected officials, officers, employees and agents.

5. INSURANCE:

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

6. INDEMNIFICATION:

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

PHILIPSTOWN shall indemnify, defend and hold harmless COLD SPRING and the FIRE COMPANY for any claims or damages arising from alleged negligence or other tortuous actions or omissions of PHILIPSTOWN's elected officials, officers, employees and agents.

7. TERMINATION:

Termination under this provision shall not give rise to any claim for loss or damages.

Notwithstanding any other provisions of this Agreement, the failure to pay the agreed upon amounts on or before the dates required or failure to provide adequate water for the purposes of this Agreement will not automatically terminate the Agreement, but will be grounds for immediate termination of the Agreement by COLD SPRING and/or the FIRE COMPANY. In the event that this Agreement is terminated for cause under this provision, COLD SPRING and/or the FIRE COMPANY may pursue such remedies as they may have against PHILIPSTOWN, provided that recovery shall be limited to amounts due or which would have become due under this Agreement, and consequential damages shall not be available.

Likewise, failure of COLD SPRING and the FIRE COMPANY to respond or otherwise comply with its obligations under the Agreement will not automatically terminate the Agreement, but will be grounds for immediate termination of the Agreement by PHILIPSTOWN. In the event that this Agreement is terminated for cause under this provision, PHILIPSTOWN may pursue remedies as it may have against COLD SPRING and/or the FIRE COMPANY, provided that recovery shall be limited to amounts paid for the term year in which the Agreement was terminated, and consequential damages shall not be available.

8. INSPECTIONS BY FIRE CHIEF:

The chief officer of the FIRE COMPANY of the Village of Cold Spring, may, under the terms of this Agreement, inspect any public building, and with the consent of the owner, any privately-owned building, located within the designated area of PHILIPSTOWN, for fire hazards, or such chief officer may delegate such power of inspection to an officer or member of such department. The term building, as used in the paragraph does not include a multiple dwelling which may be inspected by such fire officer under and pursuant to the provisions of Subdivision 4 of Section 303 of the Multiple Resident Law.

9. DISPUTE:

In the event that a dispute arises as to the performance and/or breach of provisions of this Agreement, such dispute shall be resolved through non-binding arbitration, or such other alternative dispute resolution as the parties may agree upon. In the event that the parties cannot agree on any of the foregoing methods of alternative dispute resolution, then either party shall be entitled to resort to the Court System for relief, provided, however, that efforts to pursue alternative dispute resolution shall not be a prerequisite to demanding and/or seeking a court order enforcing paragraphs #6 of this Agreement regarding provision of a defense and indemnity if a third-party commences suit against a party hereto.

10. ENTIRE AGREEMENT:

The above-written provisions constitute the entire agreement between the parties hereto and may not be amended unless done so in writing by authorized representatives of the parties.

Dated this _____ day of _____, 2022

TOWN OF PHILIPSTOWN

By: _____

JOHN VAN TASSEL, SUPERVISOR

VILLAGE OF COLD SPRING

By: _____

KATHLEEN E. FOLEY, MAYOR

COLD SPRING FIRE COMPANY, NO. 1

BY: _____

AARON LEONARD, PRESIDENT

WHEREAS, the Town of Philipstown is a stakeholder and participant in creation of the Hudson Highlands Fjord Trail; and

WHEREAS, an integral part of the Hudson Highlands Fjord Trail is the proposed conversion of the historic property formerly known as "Dutchess Manor" into a visitor welcoming center tentatively named "The Visitor Center at Dutchess Manor"; and

WHEREAS, the Hudson Highlands Fjord Trail, Inc., ("HHFT") has submitted to the New York State Office of Parks, Recreation, and Historic Preservation ("OPRHP") a Consolidated Funding Application ("CFA") for a Historic Preservation Grant from the Environmental Protection Fund ("EPF") for funds with which to undertake the said work on the Dutchess Manor property; and

WHEREAS, HHFT has requested that interested parties, such as the Town of Philipstown, submit letters to the OPRHP supporting its application for a CFA EPF Historic Preservation Grant; and

WHEREAS, the Town of Philipstown has prepared and submitted the letter of support to OPRHP attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby approves and authorizes *nunc pro tunc* the submission of the said letter of support to OPRHP.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

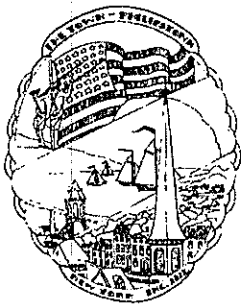
Judith Farrell, Councilwoman, voting _____

Jason Angell, Councilman, voting _____

Robert Flaherty, Councilman, voting _____

Megan Cotter, Councilwoman, voting _____

John Van Tassel, Supervisor, voting _____



TARA K. PERCACCILO
TOWN CLERK AND TAX COLLECTOR

TOWN OF PHILIPSTOWN

238 Main St. P.O. Box 155 Cold Spring, NY 10516

JOHN VAN TASSEL, SUPERVISOR (845) 265-3329

ROBERT FLAHERTY, COUNCILMAN
JUDITH FARRELL, COUNCILWOMAN
JASON ANGELL, COUNCILMAN
MEGAN COTTER, COUNCILWOMAN

Commissioner Erik Kulleseid
New York State Office of Parks, Recreation, and Historic Preservation
Albany, NY 12238

June 22, 2022

Dear Commissioner Kulleseid:

The Town of Philipstown offers its enthusiastic support for Hudson Highlands Fjord Trail, Inc.'s Consolidated Funding Application for a Historic Preservation grant from the Environmental Protection Fund (EPF) of the Office of Parks, Recreation, and Historic Preservation. HHFT seeks financial assistance for restoration of the historic Fishkill property formerly known as Dutchess Manor. The Manor was purchased in 2020 for reuse as the Visitor Center for Hudson Highlands Fjord Trail (HHFT), a planned 7.5-mile linear park connecting the Village of Cold Spring and the City of Beacon. HHFT has had broad public and state support over the past decade.

The HHFT project has from its inception held the motto "a trail for all" as a fundamental design principle and project goal. The park and trail are designed with a focus on being accessible for all ages and abilities as well as welcoming to people of different backgrounds and levels of outdoor experience. Key to this vision is a visitor center where people will feel welcomed by staff and oriented by information kiosks, enjoy interpretive exhibits, and take the HHFT shuttle to the trailheads along the route of the main trail. The Visitor Center at Dutchess Manor will be a hub for programming such as lectures, workshops, exhibitions, and more.

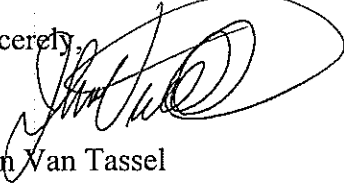
Dutchess Manor, added to the National Register of Historic Places in 1982, was completed in 1889 as the home of Francis Timoney. It is a typical example of Second Empire architecture, constructed with bricks from the brickyards at Dennings Point, three of which Timoney owned. The classic Mansard roof was originally clad with slate tiles arranged in a distinct banded pattern; the tiles deteriorated and were replaced with asphalt shingles by the building's most recent owner. EPF grant funding would help fund all phases of demolition and restoration needed to replace the asphalt with slate tiles and return the roof to its original historic appearance. HHFT additionally plans to restore the building's decorative woodwork, featuring distinctive quatrefoil cutouts.

The enhancements proposed by this grant request, and the Fjord Trail project on the whole, align with the Mid-Hudson Regional Economic Development Council's strategic plan by promoting innovative place-making, generating construction jobs, and creating a destination that improves residents' lives and attracts tourists to the region. The project further aligns with 2022 Commissioner priorities of creating multi-use pedestrian and bicycle trails and physical and functional connections among already-protected state and local lands and historic sites.

Philipstown is proud to count ourselves among the impressive regional coalition working to advance the Hudson Highlands Fjord Trail, including the town of Fishkill, the City of Beacon, the Village of Cold Spring, Scenic Hudson, The Open Space Institute, NYS DOT, NYS OPRHP, NYS DEC, NYS DOS, NYC DEP, Metro-North Railroad, Philipstown Greenway Committee, The Lenape Center, New York-New Jersey Trail Conference, Friends of Fahnestock and Hudson Highlands State Parks, and the Little Stony Point Citizens' Association.

We strongly encourage full funding so these significant historic restoration activities can get underway.

Sincerely,

A handwritten signature in black ink, appearing to read "John Van Tassel", written over a large, loopy oval flourish.

John Van Tassel

Supervisor
Town of Philipstown

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF PHILIPSTOWN TO JOIN
THE PENDING LITIGATION AGAINST COLUMBIA UTILITIES, INC.**

WHEREAS, the Town of Philipstown entered into a Community Choice Aggregation Electricity Supply Agreement ("CCA") with Columbia Utilities, LLC, ("Columbia Utilities") and Joule Assets Inc. ("Joule"), to provide electrical service and related energy benefits to Town residents; and

WHEREAS, Columbia Utilities has notified the Public Service Commission that that it intends to transfer participants in the CCA, including Town Residents, to other utilities, which constitutes a breach of the CCA by Columbia Utilities; and

WHEREAS, Joule and several local municipalities have retained the law firm of Hodgson Russ LLP as counsel and commenced litigation against Columbia Utilities for breach of the CCA; and

WHEREAS, the participation of the local municipalities in the said litigation is governed by an Intermunicipal Legal Fee Agreement, a copy of which is attached hereto;

NOW THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby consents for the Town of Philipstown to join in the said litigation as a party plaintiff; and
2. That the Town's participation in the said litigation shall be governed by the Intermunicipal Legal Fee Agreement as executed by the Town, and a retainer agreement from Hodgson Russ LLP acknowledging representation of the Town under the terms of the Intermunicipal Legal Fee Agreement; and
3. That the Town Supervisor is hereby authorized to execute the Intermunicipal Legal Fee Agreement as well as the said retainer agreement from Hodgson Russ LLP.

_____ 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 Van Tassel, Supervisor, voting _____

LEGAL FEE AGREEMENT

This Legal Fee Agreement (this "**Agreement**") dated as of this ____ day of _____, 2022 is entered into by and between the Town of Saugerties, Town of New Paltz, Village of New Paltz, City of Beacon, Town of Clinton, Town of Marbletown, City of Poughkeepsie, the Town of Red Hood (each, a "**Municipality**" and collectively, the "**Municipalities**"), Fred Costello, Tim Rogers (each, an "**Individual Plaintiff**"), and Joule Assets Inc ("**Joule**") (Joule, the Municipalities and the Individual Plaintiffs are referred to collectively as the "**Parties**").

WHEREAS, the Municipalities, the Individual Plaintiffs and Joule have commenced a legal action by Summons and Verified Complaint filed June 3, 2022, against Defendants Columbia Utilities Power, LLC and Columbia Utilities, LLC (the "**Defendants**") in Ulster Supreme Court (the "**Court**"), Index EF2022-1113 seeking injunctive equitable and legal relief arising from a breach by Defendants of certain Electricity Supply Agreements (the "**ESAs**") between and among the Defendants, the Municipalities, the Town of Philipstown, the Village of Cold Spring, and Joule (together with all other claims, actions, collateral proceedings, proceedings in bankruptcy, appeals and settlement negotiations related thereto, the "**Litigation**");

WHEREAS, the ESAs were entered into in relation to a Community Choice Aggregation Program established by the Municipalities, the Town of Philipstown and the Village of Cold Spring, with Joule serving as Program Administrator, that was to provide electricity supply on an opt-out basis to residents and small businesses of the Municipalities, the Town of Philipstown and the Village of Cold Spring (the "**Program Participants**");

WHEREAS, on June 7, 2022, the Court issued a Temporary Restraining Order in relation to the relief sought by the Parties in the Litigation;

WHEREAS, on June 13, 2022, the Parties and the Defendants, by their attorneys, agreed to a Court-ordered stipulation that extended the Temporary Restraining Order and extended return dates in relation to the Litigation until late August, 2022;

WHEREAS, the Parties and the Defendants agreed to use this time for settlement discussions;

WHEREAS, in relation to the Litigation, the Parties have each engaged the law firm of Hodgson Russ LLP to collectively represent them (together with any additional or other firm retained by the Parties, "**Plaintiff's Counsel**");

WHEREAS, on June 16, 2022, Hodgson Russ received an email from the law firm of McDermott Will & Emery LLP ("**McDermott**") indicating that McDermott had been retained by Columbia Utilities Power as "restructuring counsel" and would like to discuss Columbia's financial condition and a potential resolution of the Litigation;

WHEREAS, such discussions have begun and are expected to continue;

WHEREAS, in the event that the Parties and Defendants are unable to resolve the Litigation, it is anticipated that Litigation will proceed in the ordinary course;

WHEREAS, the Parties desire to have an agreed-upon mechanism and understanding for the payment of all legal fees and related costs and expenses incurred in relation to the Litigation ("**Legal Fees**");

WHEREAS, the Parties desire that Joule be reimbursed for Legal Fees to the extent that the Parties receive a settlement or judgment in relation to the Litigation on their behalf and/or on behalf of the Program Participants in the CCA Program (an “**Award**”);

NOW, WHEREFORE, the Parties agree as follows:

1. In the event that there is Award paid or payable to the Parties and/or the Program Participants, and prior to the payment to the Parties or Program Participants, proceeds of such Award will be paid first to: (a) any outstanding Legal Fees owed to Plaintiff’s Counsel in relation to the Litigation, and then (b) to reimburse Joule for any Legal Fees previously paid by Joule to Plaintiff’s Counsel in relation to the Litigation;

2. Except to the extent provided in the foregoing paragraph 1, in no event shall the Municipalities or the Individual Plaintiffs be responsible for any Legal Fees; and

3. For avoidance of doubt, each Municipality reserves the right to approve all settlements including without limitation any award for attorneys’ fees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Municipalities:

TOWN OF SAUGERTIES

By: _____
Name:
Title:

TOWN OF NEW PALTZ

By: _____
Name:
Title:

VILLAGE OF NEW PALTZ

By: _____
Name:
Title:

CITY OF BEACON

By: _____
Name:
Title:

TOWN OF CLINTON

By: _____
Name:
Title:

TOWN OF MARBLETOWN

By: _____
Name:
Title:

CITY OF POUGHKEEPSIE

By: _____
Name:
Title:

TOWN OF RED HOOK

By: _____
Name:
Title:

Individual Plaintiffs

FRED COSTELLO

TIM ROGERS

Joule

JOULE ASSETS INC.

By: _____
Name:
Title:



Town Clerk <townclerk@philipstown.com>

Request for Workshop

1 message

Melissa Harris [REDACTED]
To: townclerk@philipstown.com

Tue, Jul 5, 2022 at 1:15 PM

Good afternoon Ms. Percacciolo,

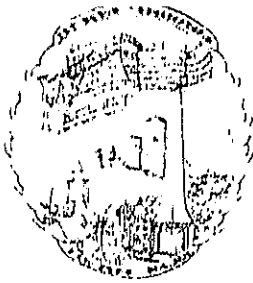
I am writing on behalf of several residents of Nelson Lane, Garrison, as well as me and my husband Stephen, to ask that a request for a workshop be put on the agenda for the upcoming board meeting.

We have been dealing with an Airbnb on Nelson Lane for many years, and we had an incident last night that has gone beyond what we are willing to keep tolerating. We would like to meet with the board to discuss this.

I thank you in advance for your assistance.

Sincerely,

Melissa Harris
22 Nelson Lane
Garrison, NY 10524



Town of Philipstown

Code Enforcement Office
238 Main Street, PO Box 155
Cold Spring, NY 10516

Office (845) 265- 5202 Fax (845) 265-2687

MONTHLY REPORT for June 2022

1. Fees Collected	<u>71014.70</u>
2. Total Number of Permits Issued	<u>40</u>
3. New One- or Two-family dwellings:	<u>0</u>
4. New Commercial/Industrial buildings:	<u>0</u>
5. New Hazardous (H) occupancies:	<u>0</u>
6. New Multi family occupancies:	<u>0</u>
7. Additions, alterations or repairs residential buildings	<u>3</u>
8. Additions, alterations or repairs commercial buildings:	<u>0</u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u>37</u>
10. Number of Certificates of Occupancy :	<u>30</u>
11. Number of Stop Work Orders issued:	<u>2</u>
12. Operating permits issued	<u>1</u>
13. Operating permits issued hazardous materials	<u>1</u>
14. Operating permits Hazardous processes and activities	<u>1</u>
15. Permits issued for the Use of pyrotechnic devices:	<u>1</u>
16. Inspection of public assembly :	<u>4</u>
17. Inspection of commercial occupancies	<u>1</u>
18. Inspection of buildings with 3 or more dwelling units:	<u>1</u>

Projects of Significance: CALL THE BUILDING DEPARTMENT
FOR HELP WITH YOUR SUMMER
PROJECT.