

Town Board Meeting
January 5, 2023 7:30 pm
Philipstown Town Hall
238 Main Street, Cold Spring, NY
****REVISED****

SALUTE TO THE FLAG

APPROVAL OF MINUTES

- **Monthly Meeting – December 1, 2022**
- **Year-End Meeting – December 14, 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. **Representative from Hudson Valley Energy (CCA) to discuss next steps for program and answer any questions.**
2. **Discussion of the Conservation Preservation Plan.**
3. **Resolution authorizing the Supervisor to sign the Intermunicipal Agreement for Mutual Aid in Winter Snow Removal and Ice Control on Public Roadways with the Village of Cold Spring.**
4. **Resolution authorizing the Supervisor to sign the contract for dog sheltering services with the Putnam Humane Society for 2023.**
5. **Resolution authorizing Supervisor Van Tassel to sign the Outreach Worker Services Contract between Putnam County Office for Senior Resources and Town of Philipstown for the year 2023.**
6. **Resolution approving the quote for cleaning services from Blue Pristine Cleaning Services LLC in the amount of \$620 per month with periodic cleaning for court at \$55 per cleaning and authorizing the Supervisor to sign said contract.**
7. **Discussion regarding the proposed NYS Property Law for Emergency Services Volunteers.**
8. **Discussion regarding the state allowance for the continuation of virtual meetings.**

9. Discussion regarding the position of Highway Superintendent and it being an elected vs. appointed position.
10. Resolution approving purchase of a Ford F-250 XLT crew cab truck for the Highway Department in the amount of \$57,337. (Roll Call Vote)
11. Resolution approving the Highway Department purchase of a 9'2 stainless steel V plow from Ness Automotive on Sourcewell pricing (member #95830) for \$8877.90.
12. Resolution authorizing Supervisor Van Tassel to sign the contract between the Town and Ron J. Gainer, P.E., PLLC for fiscal year 2023.
13. Resolution authorizing Supervisor Van Tassel to sign the contract between the Town and Max Garfinkle as the town's Wetland's Inspector and Natural Resource Officer for the fiscal year 2023.
14. Schedule Workshops/Meetings.
 - Workshop – January 18th, 2022 – Philipstown Trails Committee
 - Regular Meeting – February 2, 2022
15. Code Enforcement Monthly Report
16. 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
	Jason Angell	Councilman
	Judith Farrell	Councilwoman

Supervisor Van Tassel welcomed the members, coaches, family and friends of the Haldane Boys Varsity Soccer team. He asked that the players lead the pledge of allegiance to open the meeting.

Supervisor Van Tassel held a moment of silence to observe the passing of Frank Milkovich, legendary principal, teacher & coach that served his community for years, and Suzanne Willis, cofounder of the Philipstown Hub.

Resolution honoring the Haldane Central School Boys Varsity Soccer team for their Class C State Championship win.

RESOLUTION # - 2022

The Town Board of the Town of Philipstown, by this Resolution, does hereby pay tribute to the 2022 Haldane Central School Varsity Boys Soccer Team. Their outstanding performance this season gained them the respect and admiration of the people of Philipstown.

WHEREAS, their final victory necessary to capture the Class C State Championship gained them the first ever state championship for any Haldane Boys team; and

WHEREAS, their final record of 20 wins, 2 losses and 1 tie was achieved through dedication and teamwork; and

WHEREAS, the 2022 Haldane Central School Varsity Boys Soccer Team, by their conduct, were truly champions on and off the pitch, bringing honor to our community; and

WHEREAS, Scott Bailey, Samuel Cardona Vargas, Frankie DiGiglio, Ryan Eng-Wong, Marc Firpo, Liam Gaugler, Clement Grossman, Jeremy Hall, Ronan Kiter, Trajan McCarthy, Matthew Nachamkin, Brandt Robbins, Rhys Robbins, PJ Ruggiero, Emilio Schweizer, Matthew Silhavy, William Sniffen, Aidan Sullivan-Hoch, Luca Van Dommele, Ty Villella, and Max Westpahl are members of this team and they were trained and inspired by their dedicated Head Coach Ahmed Dwidar and Assistant Coaches John Rotando, Dan Rotando, Ramsey Heitmann and Aldo Tropeano

NOW, THEREFORE, BE IT RESOLVED, that we, the undersigned members of the Town Board and Town Officers of the Town of Philipstown do hereby inscribe upon the minutes of the Town Records our sincere admiration of the Haldane Central School Varsity Boys Soccer Team.

John Van Tassel, Supervisor

Robert Flaherty, Councilman

Judy Farrell, Councilwoman

Megan Cotter, Councilwoman

Jason Angell, Councilman

Tara K. Percacciolo, Town Clerk

Dated: Cold Spring, N.Y.
December 1, 2022

APPROVAL OF MINUTES

Minutes of the Monthly Meeting of October 6, 2022.

Councilwoman Farrell made a motion, seconded by Councilwoman Cotter, that the Minutes of the Monthly Meeting are hereby approved as presented.

Minutes of the Monthly Meeting of November 3, 2022.

Councilwoman Cotter made a motion, seconded by Councilwoman Farrell, that the Minutes of the Monthly Meeting are hereby approved as presented.

Minutes of the Workshop Meeting of November 9, 2022.

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

Minutes of the Workshop Meeting of November 16, 2022.

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

COMMITTEE REPORTS

CONSERVATION BOARD – Councilman Angell reported the board met on November 8th with the following items on the agenda:

- 15 Kings Dock Road
- 1557 Route 9
- Surprise Lake Camp
- Discussion of moratorium on Conservation Subdivisions

The next Conservation Board meeting will take place December 6th.

RECREATION – Councilwoman Farrell reported the commission did not meet. The senior luncheon that was held was a great success. The Rec Center is preparing to hold more teen nights as they have also been successful and at full capacity. Winter programming is being finalized and registration will open soon. Staff at the center are gearing up to introduce some new programming as well as enhance the pre-school curriculum.

The next meeting of the Rec Commission is December 13th.

PHILIPSTOWN HUB – Councilwoman Farrell reported the hub is mourning the loss of co-founder Suzanne Willis. She announced the hub has entered into a new collaboration with the Cold Spring Police Department and have received a \$7500 shared funding grant award from the Community Foundation of Hudson Valley. She thanked Larry Burke for his innovative ideas and determination to form an official collaboration with the Hub and enhance services for individuals and families struggling with the challenges associated with mental illness. The funding will be utilized to increase the availability of Hub staff to include after hours, on-call, direct assistance to those in crisis via the Cold Spring Police Department, curated training and support for Cold Spring police officers and access to resources that address crisis incidents more compassionately and effectively in service to the community.

PLANNING BOARD - Councilman Flaherty reported the Planning Board met on November 17th with the following items on the agenda:

- Correspondence:
 - o Referral of HHR – Application for approval of alternate road standards
 - o Letter from Badey & Watson – Request for second 6-month extension for Riverview Industries
- New Business:
 - o none
- Old Business:
 - o Kingsley Tree & Landscaping, Old Albany Post Rd
 - o Dain's Lumber, 3622 Route 9
 - o Garrison Golf Club PDD/HVSF, 2015 Route 9

The next Planning Board meeting will take place December 15th

ZONING BOARD – Councilwoman Cotter reported the Zoning Board met on November 14th with the following items on the agenda:

- New Business:
 - o 24 Hickory Ridge

The Zoning Board will not meet in December.

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 stated he has nothing new to report. As stated previously, we are still waiting on an electrical panel for the new Highway Garage, otherwise it is moving along.

CEMETERY COMMITTEE – Councilwoman Cotter stated she has nothing new to report.

PC LEGISLATOR – Legislator Montgomery was not in attendance this evening.

**TOWN OF PHILIPSTOWN
MONTHLY REPORT OF TOWN SUPERVISOR
MONIES RECEIVED AS OF OCTOBER 6, 2022**

GENERAL & PART-TOWN FUNDS

TC Fees 7/22
TC Fees Dogs 7/22
Town Justice

Expressway Metal
Bldg. Fees 7/22

HIGHWAY

PC Gas
PC Gas
Gen Gas
NYS Fema

CONTINENTAL VILLAGE WATER DISTRICT

Water Collections

CONTINENTAL VILLAGE PARK DISTRICT

Clubhouse Fees

AGENDA

1. Resolution adopting A Local Law Changing the Zoning Designation of Certain Real Property from “Industrial Manufacturing” (“M”) to “Rural Residential” (“RR”). (Roll Call Vote)

Supervisor Van Tassel reported that the public hearing on the matter was held and kept open for 10 days to accept any written comments. The only written comment received was from a resident who had attended the public hearing.

Steve Gaba reported that SEQRA review is complete on this application for a pending conservation subdivision. The request is to change a portion of the property from Industrial Manufacturing to Rural Residential. As the board is familiar with the project and the proposed zoning change, he suggested now is an appropriate time for the board to either discuss it or move forward with a vote on the proposed local law for the zoning change.

Supervisor Van Tassel explained that this has been discussed for quite some time and his feelings have not waived; he supports the zoning change. He suggested that if this didn't come with the attachment of 2 building lots, the board would not even be discussing it.

Councilman Flaherty stated he is in support of the change as well. The applicant has been through the Planning Board for many years and they took feedback from the community and made several adjustments. The Councilman believes that adding the 2 more lots will have a miniscule impact on the environment. He added that it does not make sense to have this commercial lot in the middle of a group of residential lots.

Councilwoman Cotter stated that at the public hearing she had questioned if the applicants were willing to give back something to the community in order to make this change because once the change is made it will not ever go back to being commercial. Drew Gamils, representative of the applicant, stated they did go back and look at the plan to see if they could donate 3 acres to build a recreation facility but it is just not feasible due to the environmental constraints, the conservation easement requirements and where they are in the SEQRA process. She stated there is room in the existing building on route 9 where they would be willing to donate office space or storage space for the town to utilize. Additionally, they are also willing to do a donation to the town to build some aspect of playground equipment at an existing park. She continued, on top of all that, it is important to keep in mind that they were required to pay the \$5,000 recreation fee for each lot, which is a total of \$110,000 with these 2 additional lots. Supervisor Van Tassel inquired as to what amount of space in the building is available. Mr. Liceaga reported that the building is currently half empty; there is roughly 1500 square feet available.

Councilwoman Farrell stated she is in agreement with the Supervisor that making this change would be a positive development and asked if they could commit to this additional public benefit, it would make the decision easier for her.

Councilman Angell questioned where the project is in the process right now and if it has gone through the site plan review. Ms. Gamils responded that they have finished the SEQRA process

but have not gone through the subdivision review yet. After this conversation, and after the alternate road standards application is addressed, they will go back to the Planning Board who will set a public hearing on the subdivision and move forward from that. In short, they are still in the middle of the process. The Planning Board has not issued any approvals and have not opened their public hearing on the subdivision application. Supervisor Van Tassel clarified that the SEQRA review was done with these 2 lots included. Councilman Angell questioned if that meant there will still be discussion in front of the Planning Board about what the final site design looks like, where the road comes in and goes out. Ms. Gamils confirmed that none of that has been decided. The zone change would allow the 2 additional lots but that's not to say that that's guaranteed with the Planning Board's final approval; this opens the door for that discussion which again has been reviewed as part of the SEQRA process. Councilman Angell stated the applicant's council's previous argument that that parcel would be turned into an adult entertainment facility was a bit manipulative. He asked Mr. Gaba if there is any reason the board needs to do this zoning change right now.

Mr. Gaba responded that there are 2 needs here to look at. The first is the town's need to change the zoning if you're inclined to do so. If you want to do it the only need for doing that is to prevent the property from being developed for manufacturing, which does not appear imminent or even likely. So, from the town's perspective there's no particular hurry to make the zoning change. From the applicant's point of view on the other hand, they have an application pending and they need to know whether they're going to get these 2 lots or the 2 lots will not be included because of the zoning change being necessary for them to get the 2 lots. So, in order for them to move forward there is definitely a need to get this done now.

Supervisor Van Tassel explained this has been a 7 plus year process and if you read through the entire SEQRA and look at what was initially proposed and what could have been there versus what the project has become now and what will be there if approved, it is a very simple decision, for him at least. It's taking 11 acres that borders Clove Creek out of the IM and putting it into a protected rural residential zoning. He stated the applicants have given up a lot, and he is not sticking up for them, but if you read through what has gone on and the amount of time that has been spent on this, their commitment is there. He stated we have a good faith agreement that there is money or an opportunity for a donation towards recreation or playground equipment as well as use of some office space, and he thinks this is the right thing to do.

Councilman Flaherty stated he does not understand why the town would want to delay it at this time. They have been through the Planning Board for several years and he suggested that waiting a few more months is not going to make a significant difference in his eyes. Ms. Gamils explained that the Planning Board will not move on to the next step with the application unless they have a decision from the Town Board on this matter.

Councilman Angell stated he respects everyone's views on this and also how long the applicants have been in the process. His personal view is that, based on council's advice, there is no impending need to do this right now. He stated he cares a lot about the environment and agrees in terms of protecting Clove Creek but he believes that it is in the best interest of the community to hold off on this decision.

Supervisor Van Tassel clarified that the access road has nothing to do with this current decision; that will be a Planning Board decision and has nothing to do with this acreage whatsoever. Ms. Gamils suggested Councilman Angell was thinking of the application for alternate road standards, which is totally separate and simply deals with grade.

Councilwoman Cotter stated she still has a lot to learn but she needs a better understanding of all this. She just wants to make sure that the decision is beneficial not just for this subdivision.

Ulyses Liceaga, applicant, stated he would be willing to put on paper that they are committing to giving the town 1500 square feet of office space for the next 20 years. Ms. Gamils reminded everyone that the main aspect of this project is the conservation easement that's going to conserve a substantial amount of this area in perpetuity. She explained, if the Town Board rendered a decision this evening, they have to go back to the Planning Board because they're going to be considering a memo from Ron Gainer about the alternate road standards. Then they will come back to the Town Board for the alternate road standards. Once that decision is made, they go back to the Planning Board for the rest of the subdivision review. Mr. Liceaga stated that the subdivision review would be contingent upon these 2 lots because the site plan layout will be different if they do not have these 2 extra lots. If they do not have these 2 extra lots, the roads will go in different ways, the septic may be moved, etc.

Councilman Angell asked Mr. Liceaga as the owner of the property if he would ever have any plan to develop that 11-acre industrial zoning plot in a way that would be industrial use. Mr. Liceaga stated he would certainly not consider any type of adult entertainment but he is aware that the previous owner had considered mining that site and he might consider that if the town won't change the zoning. Supervisor Van Tassel stated he sat through months, possibly years, of zoning meetings when the previous owner was considering mining. Mr. Liceaga stated that yes, he would consider mining that 11 acres if it would help recover some money he has spent on this project.

Mr. Gaba stated Hudson Highland Reserve has come in this evening and they've offered, voluntarily, to provide some additional amenities in regard to this project and suggested the board may want a written firm commitment to have those things provided.

Supervisor Van Tassel stated he is confident that the applicant's statement of commitment to the town, on camera, in front of everyone will hold true because they still have to go in front of the Planning Board. Ms. Gamils suggested they could finalize the terms of what is being said now and it can be incorporated into any Planning Board approval resolution. She stated she does have a letter that says the same thing about their commitment to give existing space.

Councilman Angell stated if it is not vitally urgent and you've made such a generous offer, it would make sense to go and take a look at that space and hammer out the details and make sure that's in place before zoning was changed.

Supervisor Van Tassel stated he respectfully disagrees because first of all, they don't know what the requirement is. He stated he has one non-for-profit that he is thinking of that he believes it would benefit. He suggested the space is surely more than sufficient. The Supervisor stated this

commitment is being made publicly, Mr. Liceaga is a resident of Philipstown and he has faith that he will follow through and provide the space and lease.

Councilman Flaherty stated he is in agreement with the Supervisor.

Councilwoman Cotter again questioned if a few acres could be donated to the town.

Supervisor Van Tassel stated it was time to move on from this and he would entertain a vote on the matter.

RESOLUTION # - 2022

**RESOLUTION ADOPTING A LOCAL LAW CHANGING
THE ZONING DESIGNATION OF CERTAIN REAL PROPERTY FROM
"INDUSTRIAL MANUFACTURING" ("M") TO "RURAL RESIDENTIAL" ("RR").**

WHEREAS, the Town Board of the Town of Philipstown has considered the adoption of a local law entitled: "A local law to amend the Town Code Chapter 175 entitled 'Zoning' by revising the Zoning Map to change the zoning designation of certain real property from Industrial/Manufacturing ('M') to Rural Residential ('RR')"; and

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

WHEREAS, review of the proposed zoning change under the State Environmental Quality Review Act has been completed; and

WHEREAS, the proposed zoning change has been referred to the Town Planning Board for review and comment and to the County Planning Department pursuant to GML ¶239-m;

NOW, THEREFORE, BE IT RESOLVED that the Town Board does hereby adopt the above local law which said local law shall be effective upon publication, posting and filing in the Office of the Secretary of State in Albany.

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

Megan Cotter, Councilwoman, voting _____ NAY _____

Robert Flaherty, Councilman, voting _____ AYE _____

Jason Angell, Councilman, voting _____ NAY _____

Judith Farrell, Councilwoman, voting _____ AYE _____

John Van Tassel, Supervisor, voting _____ AYE _____

2. Resolution authorizing the Supervisor to sign the Outreach Worker Services Contract between Putnam County Office for Senior Resources and Town of Philipstown for the year 2022.

Supervisor Van Tassel reminded the board that this had been questioned because the County Outreach Worker was considered a position and we were paying half the salary. Someone from the County came and made a presentation where we all reviewed it and discussed it with him. We were confident that we were getting the services and we've had no complaints. So, we approved to pay it and we never finalized the contract.

RESOLUTION # - 2022

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

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

Councilman Angell stated the 2023 contract is coming down the pike and in reading it, a number of things came to mind about advocating to the county for this next contract. Supervisor Van Tassel stated they could review the contract.

3. Resolution awarding the 2023 Highway Material Bids.

RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby awards the 2023 Highway Material Bids, as recommended by Adam Hotaling, Highway Superintendent.

4. Resolution accepting the quote from Fail-Safe Technical Associates, Inc. for fire alarm services at the new Highway Garage.

RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby accepts the quote from Fail-Safe Technical Associates, Inc. for fire alarm services at the new Highway Garage.

5. Schedule Workshops/Meetings.

- **Year End Meeting – December 14, 2022 – 7:30 pm**
- **Regular Monthly Meeting – January 5, 2023**
- **January – Trails Committee – January 18, 2023**
- **Conservation Preservation Plan – January 5, 2023 Meeting**
- **CCA – No date yet**

6. Code Enforcement Monthly Report

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

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

Supervisor Van Tassel reported fracking was started on the well and when they put the tool down to do the air shock portion of it, which is the first phase, the rock collapsed on the tool. They were able to get it out then we had them come back and redrill it. After they redrilled it they scoped it again and there's 15 gallons a minute now, more than substantial. The hydrogeologist is concerned because when they scoped it there's still a lot of loose rock at 110 feet so he still wants to hydro frack it and air frack it because he feels that a lot of the water is coming in at a shallow vein which usually doesn't sustain. They want to insert a sleeve, which is a piece of porous pipe that the water can come into in order to protect the hole from caving in. It is an additional \$4400 to put this sleeve in but in the realm of things it's a drop in the bucket.

Councilman Flaherty reported that there has been a drastic increase in the amount of water being used down there over the last several weeks, there is definitely a leak. The person who maintains it can not find it so he is requesting we have a leak detection team come in, which will cost \$7000. He stated this needs to be done because the amount of water being lost is costing the town a lot of money.

Councilman Flaherty announced there will be a Community Blood Drive on December 28th at Our Lady of Loretto church. It is imperative that people donate blood. We are only at a 3 day supply here in the United States. He also thanked St. Mary's and Our Lady of Loretto Churches for all the work they did over Thanksgiving Day to provide meals that the Knights of Columbus delivered.

Councilwoman Farrell announced it is flu season and urged everyone to get vaccinated. There are flu and covid vaccines widely available.

Councilman Angell reported that we were awarded the grant from NYSERDA for the EV charging stations in the Village of Cold Spring.

Supervisor Van Tassel stated he received correspondence from a gentleman out of Westchester County who is proposing a bicycle ride through the Town of Philipstown and Putnam County. He is in the beginning stages and has spoken with the Sheriff's Department, Putnam County Tourism, Tracy Walsh is involved. He wants a parade permit from the town and the Supervisor asked him to come in and make a presentation to the Town Board as to exactly what, where and when this event will happen.

AUDIENCE

VACANCIES: 0

APPROVAL OF VOUCHERS

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

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

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

Councilman Angell 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, _____ made a motion, seconded by _____, to close the monthly meeting at _____ pm.

Respectfully submitted by,

Tara K. Percacciolo
Town Clerk

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

PRESENT:

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

ABSENT:

Megan Cotter	Councilwoman
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Supervisor Van Tassel opened the meeting with the salute to the flag.

Supervisor Van Tassel reported that he would be jumping off from the agenda because we have some public here this evening who would like to address something. He introduced Dr. Marianne Sutton.

Dr. Sutton introduced herself stating she is a board-certified pediatrician and a resident of Cold Spring. She stated they are a group of concerned citizens who would like to start up a vaccination campaign for both COVID and flu. They are a small group consisting of Alan Bronstein who recently wrote a letter to the papers about COVID vaccination, Peter Hoffman, a physician who lives in Garrison, and Heidi Snyder of Drug World. The reason they feel an educational campaign would be helpful is because the CDC gave us language that's very confusing. She continued, if you got 2 shots for COVID in 2021 you're considered fully vaccinated and they think people were convinced that would provide protection. Unfortunately, that is not true for this vaccine, it's much more like the flu, you need a booster. The language for people who have had boosters is called 'up to date' but they feel a lot of people are confused by the language that was given to us. Dr. Sutton explained their campaign is called 'Let's Keep Philipstown Safe' and they would like to reach out to the residents to explain to them that they need a booster, that boosters are free, and that they are available at Drug World. She stated if Drug World gets overwhelmed St. Mary's can act as a place where they can give more vaccinations. She stated they would even go to people's homes if necessary. She offered some statistics about Putnam County stating that the number of people immunized in the county is over 80%, those people are what's called fully vaccinated but unfortunately only 17% have received a booster or are what's called 'up to date'. The Cold Spring numbers, 87% of people got those two original shots and 25% are 'up to date'. In Garrison, 20% of people are 'up to date'. She stated the flu numbers are also quite scary, there's been a 64% increase in the past week. It has doubled in a week. It's in all of NYS, not just one area. The good news is the flu vaccine matches the strain this year and is working very well.

Dr. Sutton stated they would like to have an educational grassroots campaign, this is by the residents of Philipstown, and run newspaper ads and send mailings to all the homes of Philipstown residents with basically the educational message she has just outlined. They want to put up posters around town and in key public places, if they get the endorsement from the board. She thanked the people who have already supported them including the Current, the PCNR and

the Chamber of Commerce who stated they will do whatever they can to support this initiative. She thanked Drug World who will provide the vaccines and the personnel to administer them both in their store and at St. Mary's.

Supervisor Van Tassel thanked Dr. Sutton for initiating this stating it is certainly an important program. As far as the Town of Philipstown he stated we can e-blast it, put it on our website and post it on our municipal channel. The Town Clerk informed the Supervisor that the municipal channel pages have not worked in over a year therefore it will not be put on the television. The programs work but the bulletin board does not and has not in quite some time. He asked what else the town could do to help this along. Dr. Sutton simply asked that the town endorse the program and as a town say that you support this because you want to keep our residents safe.

AGENDA

- 1. Resolution authorizing Supervisor Van Tassel to make the necessary budget transfers to close the books for the year 2022.**

RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby authorizes Supervisor Van Tassel to make the necessary budget transfers to close the books for the year 2022.

- 2. Resolution authorizing Supervisor Van Tassel to sign the Outreach Worker Services Contract between Putnam County Office for Senior Resources and Town of Philipstown for the year 2023.**

Supervisor Van Tassel asked Councilman Angell if he wanted to look more into this before we sign it. He stated he would look into it. They have has this same contract for a number of years and what Mike Cunningham made clear is that there's no longer an Outreach Worker specifically but a number of people who are performing the duties. If that's the case, he just feels that the wording of the contract could be changed because it still states our money is going to a person who is performing these services, and that is not happening. Councilman Angell also suggested requesting regular reports back on how many people requested services, etc.

Councilwoman Farrell made a motion, seconded by Councilman Flaherty, to table this item for further discussion.

- 3. Resolution accepting the resignation of Kim Conner from the Philipstown Planning Board effective December 31, 2022 and authorizing the Town Clerk to advertise for the position.**

Supervisor Van Tassel stated he would regretfully accept this resignation. Kim Conner has served the Town of Philipstown in so many different roles and has done so much for the town.

Councilman Flaherty thanked Kim Conner for all the time she has dedicated to the town.

RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby accepts the resignation of Kim Conner from the Philipstown Planning Board effective December 31, 2022 and authorizing the Town Clerk to advertise for the position.

- 4. Resolution accepting the resignation of Cecilia Rohrs as part-time Justice Court Clerk effective immediately and authorizing the Town Clerk to advertise for the position.**

RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby accepts the resignation of Cecilia Rohrs as part-time Justice Court Clerk effective immediately and authorizing the Town Clerk to advertise for the position.

- 5. Resolution accepting the proposal and authorizing Supervisor Van Tassel to sign said proposal for legal services from Thomas, Drohan, Waxman, Petigrow & Mayle, LLP as Counsel to the Town of Philipstown, to serve at the pleasure of the Town Board; compensation at the rate of \$225.00 per hour for attorneys and \$100.00 per hour for paralegal services for 2023.**

Supervisor Van Tassel explained that this firm represents us for personnel issues, basically our human resources department and he certainly supports the use of this firm.

RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby accepts the proposal and authorizes Supervisor Van Tassel to sign said proposal for legal services from Thomas, Drohan, Waxman, Petigrow & Mayle, LLP as counsel to the Town of Philipstown, to serve at the pleasure of the Town Board; compensation at the rate of \$225.00 per hour for attorneys and \$100.00 per hour for paralegal services for 2023.

6. Schedule Workshops/Meetings.

- **Re-Org Meeting – January 5, 2023 – 7:00 pm**

- **Regular Monthly Meeting – January 5, 2023 – 7:30 pm**

Town Clerk Percacciolo stated she was reviewing the holiday schedule and would like to make a change to the Christmas holiday. As it stands, employees now have off 12/26 & 12/27, using their time for the second day. She would like to change that to 12/23 & 12/26, with 12/23 being charged to time. Thursday 12/22 will be a full day. The board agreed to the change.

Supervisor Van Tassel stated he had quite the day with the Garrison Landing as did Councilman Flaherty, trying to make progress with the new well, which is now surrounded by 2 feet of mud and very hard to access. So, they are trying to get a temporary road permit from OSI to do the road, which he believes they will get. In the meantime, they're suggesting that we do a new driveway directly off 9D, which does make a lot of sense, straight to the well which would be about a tenth of the length of the one we'd have to do to get from the community garden down to the well. The Supervisor did speak with Lance McMillan, regional director of DOT as the approach off of 9D would require a NYSDOT permit which we're going to try to expedite. At the other end of the Garrison Landing we have located a leak which is going through about 9000-10000 gallons a day and is very costly. The leak is under the southbound platform for the railroad. So, we applied for basically an emergency permit from Metro North to get under the platform and hand dig to access the pipe and repair it. That all came together at some point today, we were waiting on just the insurance certificates from the contractor that we're hiring. Normally we would have the highway guys go down and do the digging but that fact that it's supposed to snow tomorrow and tomorrow night, he does not want to wear out the highway guys digging so were going to use a private contractor to do the work. He thanked Neal Zuckerman & Legislator Montgomery for their help. We were originally told by the MTA that it was going to be a one month process to get a permit in place, a couple phone calls from the right people and it turned into, they will be there tomorrow. It's helpful to have these type of people living in the community and willing to assist us so again he thanked Legislator Montgomery and Neal Zuckerman.

Councilman Angell stated there is a group called the Public Utility Law Project that filed a motion against Central Hudson with the Public Service Commission because of this billing issue. They are going to municipalities and giving presentations on that motion and what has happened with Central Hudson. He questioned if the board would consider having them come in and explaining what is going on. The Supervisor stated he would love to have them come to a meeting. The Supervisor stated he is meeting with the Central Hudson Regional Director tomorrow about storm response but plans on asking about this issue as well.

Councilman Angell reported there is a campaign for Community Climate Action, they're taking an ad where they're just listing roughly 20 organizations with their logos and a blurb on what they did and they want to do Town of Philipstown logo and stretch code and food recycling program.

Lastly, Councilman Angell stated the board in the past has discussed the idea of solar on the Lane Gate Landfill and the DEC does a free program where they just do an analysis. The Supervisor stated roughly 10 years ago they met with someone up at the landfill who was

proposing the same thing but it couldn't be done. Things have changed so he would gladly entertain the idea of revisiting the possibility.

Councilman Angell stated that he wrote down the e-blast number when it was being discussed earlier and asked if there are really only 200 people on that list. The Town Clerk stated she would double check but the last time she checked it was around 230-240 emails.

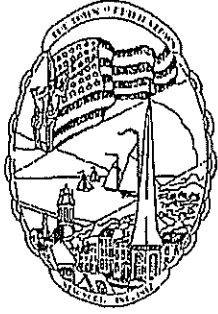
Getting back to the TV channel, the Supervisor questioned what the issue is. The Town Clerk responded that we can broadcast the videos of our meetings, but the bulletin board that is supposed to play in between videos has not worked in over a year. She suggested that we need new equipment, stating the equipment we have is likely older than her. Supervisor Van Tassel stated we would work on that. Councilman Flaherty stated he would also like to get a rebid on this whole room.

ADJOURNMENT

There being no further business to discuss, Councilwoman Farrell made a motion, seconded by Councilman Angell and unanimously carried to close the Year End Meeting at 8:08 pm.

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

January 5, 2023

TO: Philipstown Town Board Members

FROM: Adam Hotaling

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

- Here we are in a new year, Happy 2023!!
- Winter is upon us and the Highway crews have been out on the roads during storms keeping roads cleared. The last storm over Christmas weekend, started as a rain event with torrential rains causing much flooding. With temperatures dropping considerably in a short amount of time, all the rain turned to ice causing a very bad situation and a lot of repair work continues.
- Earlier in the month crews were cleaning pipes and waterways, pot holing, and spot grading.
- On another note, when calling in road complaints please be considerate of those answering the phones, there is no reason to be rude, we are all doing the best we can.
- We are asking all residents to please remove outdoor basketball hoops from the sides of the road prior to bad weather conditions. They are a major distraction when plowing roads.
- The Town Board passed a resolution awarding the Highway material bids for 2023. A second resolution accepted a quote by Fail-Safe Technical Associates Inc. to provide fire alarm services at the new highway garage.
- The Highway Department received approximately 25 phone calls/emails regarding road concerns or issues for the month of December. The majority of those calls were in reference to road conditions during the Christmas storm.
- For the month of December, The Highway Department spent approximately \$4,200.00 in vehicle maintenance and repairs.

Above monthly account submitted by:

Adam Hotaling

Highway Superintendent



Hudson Valley Community Power

1

ELECTRICITY SUPPLY PROGRAM IS RETURNING TO PHILIPSTOWN

Phillipstown is exploring a relaunch with Hudson Valley Community Power.

The program enables municipal leaders to leverage the purchasing power of residents and small businesses to negotiate more favorable terms on their electricity supply, protect consumers and choose renewable energy resources.

If your municipality selects a new electricity supplier with the program, eligible residents and businesses will receive a letter in spring 2023 with their choices and info about how to opt-out.

To learn more, join us at one of the following information sessions:

THURSDAY, JAN. 5th at 7:30 pm at TOWN HALL, 238 Main St, Cold Spring

SATURDAY, JAN. 21st at 1:00 pm via Zoom at <https://tinyurl.com/CCAinfoJan21>

WITH COMMUNITY CHOICE

Together, we can access renewable electricity at competitive rates and preserve our environment for future generations.

Have questions or want to learn more?

www.hudsonvalleycommunitypower.com

Email us at: info@hudsonvalleycommunitypower.com

or call us at: (845) 859-9099 ext. 2



JOULE
COMMUNITY POWER
a division of Joule Assets

RESOLUTION # -2023

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

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign the Intermunicipal Agreement for Mutual Aid in Winter Snow Removal and Ice Control on Public Roadways with the Village of Cold Spring.

INTERMUNICIPAL AGREEMENT FOR
MUTUAL AID IN WINTER SNOW REMOVAL AND ICE CONTROL
ON PUBLIC ROADWAYS

THIS AGREEMENT, is made and entered into as of the ____ day of December, 2022, by and between the TOWN OF PHILIPSTOWN, a municipal corporation of the State of New York, with offices located at Town Hall, 238 Main Street, Cold Spring, New York 10516 (hereinafter the "TOWN"), and the VILLAGE OF COLD SPRING, a municipal corporation of the State of New York with offices located at Village Hall, 85 Main Street, Cold Spring, New York 10516 (hereinafter the "VILLAGE");

W I T N E S S E T H;

WHEREAS, the TOWN's Highway Department maintains public roadways in the unincorporated portion of the TOWN, including winter snow removal and ice control on the said roadways; and

WHEREAS, the VILLAGE's Highway Department maintains public roadways within the VILLAGE's municipal boundaries, including winter snow removal and ice control on the said roadways; and

WHEREAS, due to a variety of circumstances such as ongoing sicknesses due to the COVID-19 pandemic, it may be necessary or desirable from time to time to have the TOWN's Highway Department provide assistance to the VILLAGE's Highway Department in winter snow removal and ice control on the public roadways located within the VILLAGE's municipal boundaries and, likewise, to have the VILLAGE's Highway Department provide assistance to the TOWN's Highway Department in winter snow removal and ice control on the public roadways located within the unincorporated portion of the TOWN; and

WHEREAS, both the TOWN and VILLAGE Highway Departments are capable of providing such assistance in snow removal and ice control on an emergency basis;

NOW, THEREFORE, in consideration of the mutual promises and undertakings recited below, the parties hereto agree as follows:

1. The term of this Agreement shall be from the date this Agreement is fully executed to April 15, 2023.
2. Each municipality agrees that their respective Highway Departments shall confer soon after this Agreement is executed to discuss and familiarize themselves with the other municipality's snow removal routes and priority for snow clearance.
3. During the term hereof each municipality has agreed to assist the other with snow removal and ice control in the event such aid is requested by the Highway Superintendent and/or the Supervisor or Mayor, as far in advance of an upcoming snow or ice event as reasonably possible. Each municipality reserves the right to decline or defer responding to such a request in

the event that the prevailing circumstances at that time do not allow for diversion of its Highway Department resources away from its obligation to perform snow removal and ice control work on its own public roadways.

4. Snow removal and ice control from public roadways shall include all operations necessary to prevent the accumulation of snow and ice, together with the work, equipment and materials necessary, including, but not limited to: (a) plowing during storms and (b) the application of abrasives and chemicals where appropriate, which are both necessary to provide reasonable passage and movement of vehicles over the roads.

5. When providing the assistance, each municipality shall keep a record of the time spent by personnel and equipment, the amount of miles logged and the amount of salt, sand, or other chemicals used to make the roads passable in aiding the other municipality. Thereafter, the municipality providing such mutual aid under this Agreement shall submit a vouchered invoice setting for the charges for labor, gas and salt usage. Such charges shall consist only of actual expenses incurred and the municipality's hourly rate of payment for its personnel.

6. During the term hereof, each municipality shall obtain and keep in effect, at its own expense, a policy of automobile liability and general liability insurance against any claims for damages to property and/or for bodily or personal injury in an amount not less than two million dollars (\$2,000,000.00) for a single occurrence and a general aggregate of not less than four million dollars (\$4,000,000.00). The TOWN shall be a named additional insured on the VILLAGE's said insurance policy and the VILLAGE shall be a named additional insured on the TOWN's said insurance policy. Certificates of insurance evidencing such coverage shall be provided before either party shall be obligated to undertake any activity under this Agreement.

7. Each municipality shall retain liability with respect to their equipment and personnel, and the actions of their personnel, within the scope of their employment, while working in the other municipality. The act of working in the other municipality shall not be deemed to create liability on the part of the municipality which is the recipient of such work. Further, each municipality shall defend, indemnify, and hold harmless the other for any and all claims arising from their own alleged negligence or other tortious conduct on their part in performing such work.

8. Each municipality shall be responsible for payment of salaries of their own employees for any work performed under this Agreement, excepting for the billing provision set forth in paragraph "5".

9. There shall be no sharing or loaning of municipal employees under this Agreement. Either municipality may request the other to provide snow removal or ice control services in such locations and to such degree as it wishes, and the other shall provide such services under the terms herein using its own personnel, vehicles and resources.

10. This Agreement shall be effective upon execution by all parties and shall continue in full force and effect, until the termination date or until mutually amended or rescinded by the parties.

11. Either party to this Agreement may terminate it, with or without cause, upon provision of two (2) weeks written notice to the other party to be sent to the above-listed addresses via certified mail to the attention of the municipal clerk.

12. The Term of this Agreement may be extended upon mutual consent of the parties expressed in writing.

13. This Agreement constitutes the entire understanding between the parties and supersedes and replaces in all respects any and all prior contracts, agreements and/or understandings, whether formal or informal, oral or written, among the parties with respect to the subject matter hereof. This Agreement may only be amended or modified by a writing signed by the parties hereto.

14. This Agreement, and any further documents hereunder, may be signed in counterparts, and a copy containing all counterpart signatures shall constitute the single original document.

15. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been executed by the TOWN and the VILLAGE as of the month, day, and year listed above.

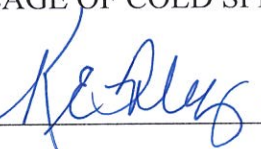
TOWN OF PHILIPSTOWN

By: _____

Name: JOHN J VAN TASSEL

Title: Supervisor

VILLAGE OF COLD SPRING

By:  _____

Name: KATHLEEN E. FOLEY

Title: Mayor

RESOLUTION # - 2023

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

RESOLVED, that the Town Board hereby authorizes Supervisor Van Tassel to sign the Agreement Between the Town of Philipstown and the Putnam County Humane Society for the Provision of Dog Shelter Services for the year 2023.

AGREEMENT BETWEEN THE TOWN OF PHILIPSTOWN AND
THE PUTNAM COUNTY HUMANE SOCIETY FOR THE PROVISION
OF DOG SHELTER SERVICES FOR THE YEAR OF 2023

AGREEMENT made and entered into on January 1, 2023, by and between the TOWN OF PHILIPSTOWN, a municipal corporation of the State of New York, having its principal office and place of business at 238 Main Street, Cold Spring, New York, 10516, and the PUTNAM COUNTY HUMANE SOCIETY, a New York not-for-profit corporation, having as its principal mailing address at P.O. Box 297, Carmel, New York 10512

W I T N E S S E T H

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

1. This agreement is for a term of one (1) year, commencing on **January 1st, 2023**, and terminating on **December 31st, 2023**. Said commencement is subject to the provisions of paragraph 4 below.
2. The Society shall provide dog shelter services in accordance with the provisions set forth in Article 7 of the agriculture and markets law of the State of New York. It is expressly understood that the Town will provide its own Dog Control Officer and be responsible for such services and matters related thereto.
3. In consideration of the foregoing, the Town agrees to pay to the Society the sum of **\$10,500**.
4. The foregoing consideration shall be made as a single payment on or before March 1, 2021. It is understood that the duties, obligations and responsibilities of the Society hereunder shall all immediately terminate in the event that the said single payment shall not have been made by **March 31, 2022. However, A signed contract must now be received by January 1st. Ags. & Mkts. does their yearly inspection and requires contracts to be in place in January even though payment can be made as late as March 31st of the contract year.**
5. The Society shall be open to the public from 10:00 AM until 4:30 PM, seven (7) days a week except legal holidays. The Town's Dog Control Officer shall nevertheless have access to the facility 24 hours per day, seven days per week.
6. Subject to limitations of capacity, the Society will accept privately owned dogs to be surrendered by Town residents provided they are 'adoptable'. "Adoptable" means the dogs are not aggressive, do not bite and are not of poor health or old age. With exceptions made to the older dogs we feel we can place. We have helped many older dogs find homes and do everything possible to help every dog we are contacted about. We also have a Times of Trouble fund that raises money solely through fundraising efforts that helps us to help dogs with medical issues. Town residents may bring privately owned dogs approved to be surrendered to the Shelter by appointment during the hours that the shelter is open.
7. The Society will not assume any liability, responsibility or costs associated with the Town providing its own Dog Control Officer services. This includes such services in connection with dogs that require emergency medical attention prior to being brought to the Society. The Town will provide the Society the name of the dog Control Officer and a means by which to contact said Dog Control Officer.
8. This agreement is and shall be exclusively for shelter services and shall not include any veterinary, training, or other services associated with or customarily utilized by or for dogs.

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

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

TOWN OF PHILIPSTOWN

Richard Shea, Supervisor
John Van Tassel

PUTNAM HUMANE SOCIETY



Michele Dugan, PHS President and Shelter Director

RESOLUTION # - 2023

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

RESOLVED, that the Town Board hereby authorizes Supervisor Van Tassel to sign the Outreach Worker Services Contract between Putnam County Office for Senior Resources and Town of Philipstown for the year 2023.



MARYELLEN ODELL
County Executive

MICHAEL CUNNINGHAM
Director

August 15, 2022

Town of Philipstown
Supervisor John Van Tassel
P.O. Box 155
Cold Spring, NY 10516

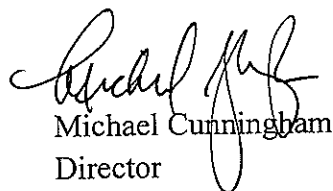
Dear Supervisor Van Tassel,

Enclosed please find the Outreach Worker services contract between Putnam County Office for Senior Resources and the Town of Philipstown for the term of January 1, 2023 through December 31, 2023.

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

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

Sincerely,



Michael Cunningham
Director

DC:mgb

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

THIS AGREEMENT, made by and between **COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, by and through its Office for Senior Resources (hereinafter referred to as the "COUNTY") and **TOWN OF PHILIPSTOWN**, a municipal subdivision located at 238 Main Street, P.O. Box 155, Cold Spring, New York 10516 (hereinafter referred to as the "TOWN").

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

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

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

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

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

SECOND: The COUNTY agrees to provide an Outreach Worker to the TOWN, upon the terms and conditions set forth herein:

Duties:

- a) The Outreach Worker shall actively seek out and assist persons residing in the TOWN's geographical area who are over the age of 60 years and have health and/or financial problems and/or are in need of governmental assistance; and
- b) The Outreach Worker shall provide such persons with the guidance and assistance necessary to contact and/or make application for/to obtain services from the proper governmental agencies and other available resources.

Hours:

- a) The Outreach Worker shall be available to guide and assist such persons at a designated area provided by the Office for Senior Resources and provide office hours and home visits, on demand and as deemed necessary to carry out the foregoing services, for a minimum of 35 hours per week.

THIRD: The COUNTY agrees that it will at all times faithfully, industriously and to the best of its ability, perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the TOWN.

FOURTH: The term of this Agreement will commence January 1, 2023 and will terminate on December 31, 2023, unless otherwise terminated in accordance with paragraphs "SEVENTH" or "EIGHTH" hereof.

FIFTH: As also provided in Paragraph "FIRST" herein, for the services rendered by the Outreach Worker according to Paragraph "SECOND," the TOWN shall submit full

payment in the amount of \$15,000.00 to the COUNTY on or before December 31, 2023. It is understood and agreed that any reduction in payment to the COUNTY by the TOWN may result in reduced hours (including benefits) of the Outreach Worker.

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

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

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

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

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

terminate without notice. No substitution of the services will be permitted during the term of this Agreement without the express written consent of the TOWN.

EIGHTH: Except as otherwise provided in paragraph "SEVENTH" herein, the COUNTY, upon ten (10) days' notice to the TOWN, may terminate this Agreement, in whole or in part, when the COUNTY deems it to be in its best interest. In such event, reimbursement to the TOWN for payments already made by the TOWN will be prorated and the COUNTY will be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The TOWN, upon thirty (30) days' notice to the COUNTY, may terminate this Agreement, in whole or in part, when the TOWN deems it to be in its best interest.

In the event of a dispute as to the value of the services rendered to the TOWN by the Outreach Worker prior to the date of termination, it is understood and agreed that the Director of the Office for Senior Resources or his/her duly authorized representative will determine the value of such services rendered by the Outreach Worker. Such reasonable and good faith determination will be accepted by the TOWN as final.

NINTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the TOWN is void.

TENTH: Where applicable, the COUNTY will comply, at its sole expense, with the provisions of all state and municipal requirements and with all state and federal laws applicable to the COUNTY as an employer of labor or otherwise. The COUNTY will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of

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

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

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

THIRTEENTH: The failure of the COUNTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the COUNTY of any provision hereof shall be implied.

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

respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the COUNTY:

COUNTY ATTORNEY
48 Gleneida Avenue
Carmel, New York 10512

To the TOWN:

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

All notices shall be effective on the date of mailing.

FIFTEENTH: COUNTY may terminate or suspend its performance under the Agreement immediately upon the occurrence of a "force majeure". For purposes of the Agreement, "Force Majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, pandemic, epidemic, governmental emergency orders and any unforeseen circumstances and acts beyond the control of the COUNTY which render the performance of its obligations impossible.

SIXTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

SEVENTEENTH: This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

EIGHTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the TOWN, the required COUNTY signatories and the County Executive.

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

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

By: _____
Please Print Name & Title

ACKNOWLEDGMENT OF TOWN:

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

On this _____ day of _____, 2022 before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION # - 2023

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

RESOLVED, that the Town Board hereby approves the quote for cleaning services from Blue Pristine Cleaning Services LLC in the amount of \$620 per month with periodic cleaning for the court at \$55 per cleaning and authorizing Supervisor Van Tassel to sign the contract.



Prepared For Phillipstown Town Hall/ Robert

Client's Address: 238 Main St, Cold Spring, NY 10516

Client's Number: 914-318-8076

Professional Janitorial Service Proposal

Submitted By:

Blue Pristine Cleaning Services LLC

Louis Nameth, President of Blue Pristine Cleaning Services

Office Address: 8 Oakwood Dr 127 Peekskill, NY 10566

Tel: (845) 874-3146

Date: 09/01/2022

Email: contact@bluepristine.net

Visit: www.bluepristine.net





Thank you for allowing Blue Pristine Cleaning to prepare a professional janitorial proposal for your facility. We know it takes considerable time and effort to show any potential contractor your facility and to provide them with necessary information.

Here are a few important highlights:

Before we start: All our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each client's facility professionally and safely.

During the start: We know a seamless, no-hassle start-up is important to every customer. At Blue Pristine Cleaning Services, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful start-up.

After the start: A systematic approach to keep your building looking professionally clean. At Blue Pristine Cleaning Services, we offer strong management and quality control to track the necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions or need additional information as you review your proposal.

Sincerely,

Louis Nameth, President of Blue Pristine Cleaning Service LLC

About Us – Blue Pristine Cleaning Services, is a local janitorial & commercial cleaning company. We are insured, bonded and reliable. We believe in providing consistent high-quality service; as we think long-term and are client focused. In today's ultra-aggressive commercial center, the one thing that characterizes quality organizations is their duty to consumer loyalty. That devotion has been driving Blue Pristine Cleaning since its initiation.

Over 10 Years Of Establishment with a proven track record of client satisfaction.

Family Owned and Locally Operated. Satisfaction guaranteed.

General

Blue Pristine Cleaning Agrees to provide all labour, supervision, material and equipment necessary to assure performance cleaning services for the client's facility. This shall include all services described in the written specifications attached.

Cost Structure & Frequency

Blue Pristine Cleaning Service will perform cleaning services: To Philipstown Town Hall for \$620 a month with a frequency of once a week cleaning on Thursday. Quote for periodic cleaning after court will be \$55 a visit.

The compensation as stated in this agreement does not include sales tax. Any sales tax will be charged to the client in addition to the compensation.

Please note that picking the cheapest price will directly affect the cleaning quality. Our prices are very competitive and cheaper quotes are solely lower by reducing time spent in your facility or deduced time spent on management and customer service.

Service Schedule

The cleaning crew will observe holidays by the customer. Blue Pristine Cleaning Services is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Property Access Requirement

Client will provide PROVIDER access to the Property, and to all areas of the Property scheduled to be cleaned, the client needs to provide alarm codes and everything else required to access the client's property

Invoicing & Payment

All invoices will be sent every 4 weeks with net 15 payment terms. We have very flexible methods such as: Cheques, EFT (direct wire), E-transfers, or pay directly from the invoice using a card.



Supervision & Security Practices

Supervision will be performed by Blue Pristine Cleaning Services to ensure completion of work and quality service. In the event the client wishes to change the cleaner, the provider will happily do so with a specific reason as ensuring client satisfaction is priority.

All our employees go through background checks, personality test, professional references, 5 years' experience minimum and have intensive security practice training to ensure the clients facility remains safe and secure. Ensuring the doors remains locked, alarm properly setup, double checking entry locations, having the same cleaner to clean the contract, etc. Common security practices to ensure the client receives a great service with a peace of mind.

Communication

All client emails get a response within a timely manner. In addition, the client is always notified and up to date with everything as having a great communication is very important to us. We will leave a janitorial communication book on site and communicate over email. Blue Pristine Cleaning Services tries to respond to all emails within 2 hours.

Blue Pristine Cleaning Services will create a **custom checklist** for the client, each visit, the cleaner must fill the checklist during each visit, so the client can look back into.

Supplies & Equipment

Blue Pristine Cleaning Services will provide all cleaning supplies and equipment to properly clean the client's facility. We use products that kills germs and prevent diseases or sickness from spreading around your facility.

Blue Pristine Cleaning Services, will be responsible to provide all necessary cleaning equipment such as: flat mops, brooms, backpack vacuum, etc.

The customer will provide all consumable products such as: paper towels, toilet paper, garbage bags, hand soap. If desired, Blue Pristine Cleaning, can provide these products and invoice them differently.



Proper Sanitation Practices & Eco-Friendly Products

We have several clients with dental clinics which require strict sanitation practices, and we apply this practice for all our clients. We use products that kill germs and prevent diseases and sickness from spreading around your facility. We do this with our three-step cleaning process; this includes cleaning, disinfecting and, sanitizing. Our client's health is very important to us, these practices are very important for your facility's overall cleanliness. We also use eco-friendly products as well such as Simple Green and Lemon X, this is to provide flexibility to the client depending on their needs and preferences.

General Liability Insurance

Blue Pristine Cleaning, will have a general liability insurance of 2,000,000 to protect the client or any parties that Blue Pristine Cleaning, Comes across with.

Our philosophy

Blue Pristine Cleaning Services is committed to providing high quality commercial cleaning services that deliver the highest levels of client satisfaction. We care about your facility's cleanliness, we will go the extra mile to cover every corner, even if it takes double the time, even if something is not in the contract, we clean it anyways because we are dedicated to the overall cleanliness of our client's facility. Blue Pristine will provide the best service with our strong management and quick professional communication.

Capacity & Independent Contractor

In providing the services under this agreement it is expressly agreed that the contractor is acting as an independent contractor, not as an employee. The contractor and the client acknowledge that this agreement does not create a partnership or joint venture between them, and this is exclusively a contract for cleaning services.

Cancellation

This agreement may be terminated or canceled at any time with a minimum of 30 days by written notice from the client.

Confidentiality

The contractor agrees that it will not disclose, divulge, reveal, report any confidential information which the contractor has obtained. The contractor further agrees that they will not disclose, divulge, report or use, for any purpose, any personal information of the client, without the prior written consent of the client. The obligations will apply during the term and will survive indefinitely upon termination of this agreement.

Why Us?

<p>Insured, bonded and Workers' Compensation Covered: We take protection of our clients and our employees very seriously. We are bonded, insured with a \$2,000,000 commercial general liability insurance policy. Our staff is always updated on all regulations pertinent to our industry; as well as educated on issues of confidentiality and privacy.</p>	<p>Professional Staff: At Blue Pristine Cleaning Services, we know that our team is our greatest asset, our employees are treated in a professional way which is why most of our employees have been with us for many years. We ensure that our team have a clean record, have references with all legal documents and are well trained and satisfied by the opportunity.</p>
<p>Client Focused: We highly value our clients as with out them, we wouldn't be here. We take care of our clients as we build long-term relationships with them by offering a consistent service and fixing potential issues before our clients even spot any.</p>	<p>No Contract Commitments: We gain our client's loyalty by proving a service that satisfy our clients. You can cancel anytime with a 30 written notice. We DO NOT lock you with long-term contract commitment.</p>
<p>Fast Communication: We are very responsive and respond to our clients very fast using email, phone and janitor notebook. We answer questions and responding to request within a few hours.</p>	<p>We don't skip corners: We are consistent with our cleaning as we are very dedicated to the overall cleanliness of your facility. In addition, we always go the extra mile for our clients, even if the task isn't in the contract.</p>
<p>Good reputation with happy clients: We have great online reviews and reputation; we haven't lost a client in many years as we do everything possible to keep our clients happy with our services as we want to build long-term relationship with our clients.</p>	<p>Flexible payment methods: All invoices are net 15 payment terms. We have very flexible methods such as: Cheques, EFT (direct wire), E-transfers, or pay directly from the invoice using a card.</p>

Scope of Work Specified by client

Schedule Every Week	M	T	W	T	F	S	S
Washrooms							
Clean, sanitize and disinfect sinks, countertops, mirrors, toilets, urinals							
Spot clean/sanitize walls, baseboards and doors							
Empty and change garbage bag							
Scrub and remove dirt on sinks, toilets and urinals							
Details: getting under urinals, high surfaces, cleaning behind toilet							
Sanitizing light switches, door handles, all forms of handles							
Vacuum and Mop floors							
Rooms/Office							
Wipe and clean all desks, tables, printers, windowsills							
Spot dust all chairs							
Dust high and low surfaces							
Vacuum all carpets/hardfloors							
Empty and remove garbage and recycling, replace bags if needed							
Spot clean all walls, light switches and doors							
mops floors if hard floors							
Details: spot wiping baseboards, table legs, garbage bins							
Arrange all chairs back (organization)							
Clean and sanitize phones, behind screen monitors							
Lunchroom + Kitchen							
Wipe, sanitize and clean all desks, tables, windowsills							
Spot dust all chairs							
Dust high and low surfaces							
Sanitizing light switches, door handles							
Vacuum all carpets							
Empty and remove garbage and recycling, replace bags if needed							
Spot clean all walls and doors							
Sweep and mops floors							
Details: spot wiping baseboards, table legs, garbage bins							
Arrange all chairs back (organization)							
Clean, sanitize all countertops, coffee machine, backsplash							
Scrub and sanitize all sinks							

[illegible]



Agreement

Blue Pristine Cleaning Services, will begin the janitorial services on:

Client's property located at 238 Main St, Cold Spring, NY 10516 ("Property") will be cleaned by PROVIDER in accordance with the following terms.

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, the parties here to have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

Client Company Name: Philipstown Town Hall

Client First/Last Name/position: _____

Client Signature: _____ Date: _____

Provider: Blue Pristine Cleaning Services

Director's First/Last Name: Prince Boateng Position: Area Manager of Blue Pristine Cleaning LLC.

Provider's Signature: _____

Moving Forward:

Please email **contact@bluepristine.net** or call **(845) 874-3146** to confirm the starting date at your earliest convenience.

Please sign page 9 and send it back to us (photo or scan). We will gather everything we need to start as soon as possible.

Thank you for taking your time reviewing our proposal, it means a lot to us, as our mission is to exceed your expectations and provide a great quality service long-term.

Take Care, Louis Nameth, President of Blue Pristine Cleaning Services

PS: For an instant reply, please Call (845) 874-3146

RESOLUTION APPROVING PURCHASE OF A
FORD F-250 XLT CREW CAB TRUCK FOR THE HIGHWAY DEPARTMENT

WHEREAS, the Town of Philipstown wishes to purchase a 2022 Ford F-250 XLT Crew Cab Truck (Vin number 1FT7W2BN5NEF95665) from Romeo Ford for a purchase price of \$57,337 for the Town Highway Department; and

WHEREAS, the said purchase is "piggyback" off a contract publicly bid by New York State (Ford contract reference number 05197N); and

WHEREAS, the Town has sufficient funds in the budget for the Highway Department to pay the said purchase price;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby approves the proposed purchase of the 2022 Ford F-250 XLT Crew Cab Truck for \$57,337; and
2. That the Town Board hereby authorizes the Town Supervisor to execute any and all documents necessary to effect the purchase of the vehicle.

_____ presented the foregoing resolution which was
seconded by _____.

The vote on the foregoing resolution was as follows:

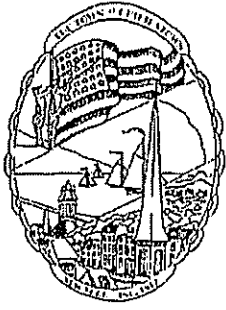
Judith Farrell, Councilwoman, voting _____

Jason Angell, Councilman, voting _____

Robert Flaherty, Councilman, voting _____

Megan Cotter, Councilwoman, voting _____

John VanTassel, Supervisor, voting _____



HIGHWAY DEPARTMENT
Town of Philipstown

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

Adam Hotaling
Highway Superintendent

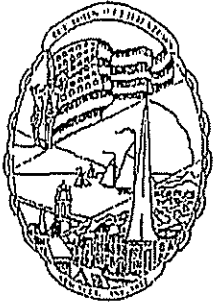
MEMORANDUM

TO: Town Supervisor, John VanTassel
Town Board Members

FROM: Adam Hotaling

DATE: January 5, 2023

RE: Resolution for the Highway Department to Finance the purchase of a Ford 2022 F250 Crew Cab XLT on State Contract from Romeo Ford, Ford Contract reference number 35197N, with KS State Bank for \$57,337.00



HIGHWAY DEPARTMENT
Town of Philipstown

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

Adam Hotaling
Highway Superintendent

January 5, 2023

Romeo Ford
Attn: March Behr
128 NY-28
Kingston, NY 12401

Dear Ms. Behr:

Please accept this letter of intent as notification to proceed with the Town of Philipstown's purchase of (1) 2022 Ford F250 Crew Cab XLT to "piggyback" off a contract bid by New York State (Ford contract reference number 35197N)

The purchase price of the 2022 Ford F250 Crew Cab XLT delivered to the Town of Philipstown, 50 Fishkill Road Cold Spring, NY 10516 shall not exceed \$57,337.00.

Should you have any questions, please do not hesitate to contact me at (845)265-3530

Sincerely,

Adam Hotaling
Highway Superintendent

AH/me



Baystone Government Finance

December 27, 2022

FORMAL PROPOSAL

OBLIGOR: TOWN OF PHILIPSTOWN

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the four (4) year, and five (5) year terms.

EQUIPMENT: 2023 DODGE 2500 TRUCK

OPTION 1

Acquisition Cost:	\$ 57,337.00	Term:	Four (4) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual in Advance	Payment Amount*:	\$15,486.19
Trade In:	\$ 0.00	Buy Rate:	5.410%	*Based on Buy Rate	
Principal Balance:	\$ 57,337.00	Rate Factor:	0.270091		

OPTION 2

Acquisition Cost:	\$ 57,337.00	Term:	Five (5) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual in Advance	Payment Amount*:	\$12,690.45
Trade In:	\$ 0.00	Buy Rate:	5.340%	*Based on Buy Rate	
Principal Balance:	\$ 57,337.00	Rate Factor:	0.221331		

- **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- It is the responsibility of the Broker to ensure Obligor is aware of this charge and assist in its collection.
- The Buy Rate given is the rate at which Obligor or its Assignee will purchase the obligation.
- This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before January 10, 2023. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**
- **Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934**

BAYSTONE GOVERNMENT FINANCE

Christina Ummel ~ cummel@ksstate.bank
Vice President

Signature

Title

Date

- If you are awarded this transaction, please complete the following and return this signed **Formal Proposal** to Baystone Government Finance.
- Actual Rate, Rate Factor and Payment Amount Quoted: _____

1010 Westloop Place, Manhattan, KS 66502



Highway Department; <highwaydepartment@philipstown.com>

RE: Municipal Leasing Quote M-L Request from MAUREEN ETТА at TOWN OF PHILIPSTOWN

Bob Arnowitt <Bob@municipal-leasing.com>

Wed, Dec 28, 2022 at 9:49 AM

To: "Highway Department;" <highwaydepartment@philipstown.com>

Good Morning Maureen,

Sorry for any confusion.

My understanding is that KS State Bank has already provided a quote on this transaction and that they have worked with you in the past as well. They are a good bank.

(Our offer on this transaction would be higher than theirs)

Bob

[Quoted text hidden]

FIRST CAPITAL EQUIPMENT LEASING CORP

Ph#(800)541-0114 x 22



Understanding what's important®

January 3, 2023

Ms. Maureen Etta
Highway Clerk for Philipstown Highway Dept.
Town of Philipstown
238 Main Street
Cold Spring, NY 10516

Dear Maureen,

Manufacturers and Traders Trust Company ("M&T Bank") is pleased to outline the following financing proposal for the Town of Philipstown.

LESSOR:	M&T Bank (its nominees, assigns or affiliates)	
LESSEE:	Town of Philipstown	
EQUIPMENT & FUNDING AMOUNT:	New Ford F-250 Truck	(Approximately) \$55,337.00
FACILITY:	Tax-Exempt Municipal Lease Purchase Agreement	

This will be a non-cancelable, net lease transaction whereby maintenance, insurance, applicable taxes, and all items of a similar nature will be the responsibility of the Lessee. Provisions of the lease will require that Lessor be named Lender/Loss Payee on the insurance coverage.

TERMS & PAYMENT:	Lease Term:	4 or 5 Years
	Closing Date:	February 1, 2023 (estimated)
	First Payment Date:	February 1, 2023 (at closing - other options available)
	Payment Frequency:	Annual in Advance (other options available)
	Interest Rate:	6.778% for 4 Year Term 6.652% for 5 Year Term
	Payment Schedule:	See attached sample Amortization Schedules. Other structures are available.

M&T Bank
– Sample Amortization Schedule –

Town of Philipstown - 4 Year Term

Compound Period: Monthly

Nominal Annual Rate: 6.778 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Lease	02/01/2023	55,337.00	1		
2	Lease Payment	02/01/2023	15,266.76	4	Annual	02/01/2026

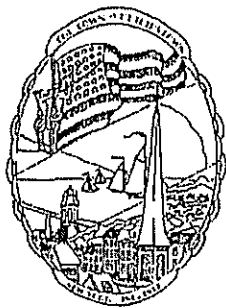
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	02/01/2023				55,337.00
1	02/01/2023	15,266.76	0.00	15,266.76	40,070.24
2023 Totals		15,266.76	0.00	15,266.76	
2	02/01/2024	15,266.76	2,801.94	12,464.82	27,605.42
2024 Totals		15,266.76	2,801.94	12,464.82	
3	02/01/2025	15,266.76	1,930.33	13,336.43	14,268.99
2025 Totals		15,266.76	1,930.33	13,336.43	
4	02/01/2026	15,266.76	997.77	14,268.99	0.00
2026 Totals		15,266.76	997.77	14,268.99	
Grand Totals		61,067.04	5,730.04	55,337.00	

RESOLUTION # -2023

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

RESOLVED, that the Town Board hereby approves the Highway Department's proposed purchase of a 9'2 Stainless Steel V Plow from Ness Automotive on Sourcewell pricing (member #95830) for \$8,877.90 and authorizes the Supervisor to execute any and all documents necessary to carry out the purchase.



HIGHWAY DEPARTMENT
Town of Philipstown

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

Adam Hotaling
Highway Superintendent

MEMORANDUM

TO: Town Supervisor, John VanTassel
Town Board Members

FROM: Adam Hotaling

DATE: January 5, 2023

RE: Resolution for the Highway Department to purchase a 9'2 Stainless Steel V plow for the New Ford Truck, from Ness Automotive on Sourcewell pricing (member #95830) for \$8,877.90

12/27/2022
Store: 1

Sales Order #14086

Ordered: 12/27/2022
Associate: Erica
Page 1

NESS Automotive
92 Federal Road
Danbury, CT, 06810
WWW.NESSAUTOCT.COM
203-792-NESS (6377)

Bill To: Phillipstown Highway Dept
Phillipstown Highway Dept
50 Fishkill Rd
Cold Spring, NY 10516
845-265-3530

INSTRUCTIONS: Sourcewell Member # 95830

Sourcewell parts pricing \$8427.90 + labor \$450 (installation at discounted rate) = \$8,877.90

Order Status: Open

Description 1	Description 2	Attribute	Size	Order	Sold	Due	Price	Ext Price	Tax
LTA10200	UC/RT3,FORD			1	0	1	\$774.80	\$774.80	T
MSC09601	F250/350/450/550,17+								
MSC15005C	CONTROL-HANDHELD,V-BLADE,12V			1	0	1	\$338.00	\$338.00	T
	PLOW BOX,RT3-V,SH2			1	0	1	\$6,375.20	\$6,375.20	T
	7-6/8-2/9-2,SL3								
MSC18792	BLADE CRATE			1	0	1	\$3,359.20	\$3,359.20	T
	(SNOW PLOW),9-2,ST/ST								
	V-XT,09								
MSC25002	KIT-WIRING,RT3	Boss		1	0	1	\$390.00	\$390.00	-
	SH2,12V,FORD F250-550,20+								
Plow Installation				1	0	1	\$450.00	\$450.00	T
				Total Qty Ordered: 6		0	6		

Percent Unfilled: 100

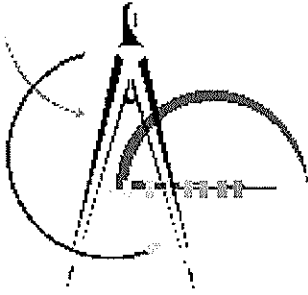
Subtotal: \$11,687.20
24.04 % Disc:- \$2,809.30
Exempt 0 % Tax: + \$0.00
TOTAL: \$8,877.90
Deposit Balance: \$0.00
Balance Due: \$8,877.90

All quotes valid for 30 days, unless otherwise noted.
Thank you for your order!

RESOLUTION # 2023

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

RESOLVED, that the Town Board authorizes Supervisor Van Tassel to sign the contract with Ron J. Gainer, P.E., PLLC for fiscal year 2023 as approved in the Final Budget adopted by the Town Board on November 16, 2022.



RONALD J. GAINER, P.E., PLLC
31 Baldwin Road, Patterson, NY 12563
Mailing Address: PO Box 417, Pawling, NY 12564

office 845-878-6507

cell 845-527-1432

December 29, 2022

Hon. John VanTassel, Supervisor, and Town Board
TOWN OF PHILIPSTOWN
238 Main Street
Cold Spring, NY 10516

RE: Professional Engineering Technical Support Services

Dear Hon. Supervisor and Board Members:

I have enjoyed the opportunity the Town has given me to provide professional engineering technical support services to the Town since 2009, and wish to express my interest in continuing to provide these services for the coming year.

I am pleased to advise that I will maintain my hourly billing rates unchanged from last year. The rates for 2023, which I'm certain remain lower than that of other area consultants for the quality and level of service provided, are summarized below:

Principal	\$130.00/hour
Technical Support Staff	\$100.00/hour
Expenses -	
Mileage	\$0.60/mile
Other expenses	at cost

I sincerely believe that, given the many years of experience in serving as the Town Engineer, I am the most knowledgeable of any consultant in my understanding of the needs of the Town, and the entirety of the Town Code, most especially the Zoning, Subdivision and environmental ordinances.

I have enclosed our standard agreement form that has been used in past years, for your execution. I look forward to continuing to serve the Town in the coming year. If you have any questions, please don't hesitate to contact me.

Sincerely,

Ronald J. Gainer, P.E.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made between Ronald J. Gainer, P.E., PLLC ("RJG") and

CLIENT: Town of Philipstown

ADDRESS: 238 Main Street, PO Box 155, Cold Spring, NY 10516

Services covered by this AGREEMENT will be performed in accordance with the PROVISIONS stated on the back of this form and any attachments or schedules. This AGREEMENT represents the entire AGREEMENT between the CLIENT and RJG and supersedes all prior written and/or oral understandings. The AGREEMENT may only be modified by a written amendment executed by both parties.

PROJECT: Providing professional engineering consulting services to the Client, their municipal boards and individuals acting in their official capacity with the Client

SCOPE OF SERVICES: Professional engineering services as directed by the Town's municipal boards and representatives

FEE: In accordance with RJG's current rate schedule on file with the Client

TIME OF COMPLETION: Term extends for the 2023 calendar year, unless extended by the Client at their annual re-organizational meeting

ATTACHMENTS: Standard Terms and Conditions

RETAINER: A retainer in the amount of \$ 0 will be required prior to initiation of the above-described services. This amount will be credited to the CLIENT in final billing.

Signatures of the parties below confirm execution of this AGREEMENT.

APPROVED FOR CLIENT

ACCEPTED

Signed: _____

Signed: Ronald J. Gainer

By: John Van Tassel

By: Ronald J. Gainer, P.E.

Title: Supervisor

Title: Principal

Date: _____

Date: December 29, 2022

STANDARD TERMS AND CONDITIONS

The following Terms and Conditions are attached to and form part of the Proposal for Professional Services to be performed by RJG and together, when the CLIENT authorizes RJG to proceed with the services, constitute the AGREEMENT.

DESCRIPTION OF WORK: RJG shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and RJG. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT.

COMPENSATION: Payment is due to RJG upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle RJG, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of RJG's invoices within 30 days of RJG rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of RJG are terminated. On termination by either party, the CLIENT shall forthwith pay RJG all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, RJG's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by RJG are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that RJG has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by RJG, CLIENT agrees to indemnify and hold RJG harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, RJG will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases RJG from any liability and agrees to defend, indemnify and hold RJG harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of RJG. It is further agreed that, to the maximum extent permitted by law, the CLIENT agrees to limit RJG's total liability for all claims to the total of the fees paid for such services to RJG under this AGREEMENT. The CLIENT agrees not to personally charge any employee of RJG with any liability arising out of the performance of this AGREEMENT.

STANDARD TERMS AND CONDITIONS

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, RJG knowingly encounters any such substances, RJG shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against RJG, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold RJG harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of RJG. RJG and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf RJG in connection with the PROJECT are instruments of service for the execution of the PROJECT. RJG retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of RJG. In the event RJG's documents are subsequently reused or modified in any material respect without the prior consent of RJG, the CLIENT agrees to defend, hold harmless and indemnify RJG from any claims advanced on account of said reuse or modification.

RJG cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold RJG, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of RJG, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without RJG's written consent.

FIELD SERVICES: RJG shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. RJG shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. RJG shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or RJG, the CLIENT and RJG shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and RJG shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and RJG.

RESOLUTION # 2023

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

RESOLVED, that the Town Board authorizes Supervisor Van Tassel to sign the contract with Max Garfinkle as Wetlands' Inspector and Natural Resources Officer for fiscal year 2023 as approved in the Final Budget adopted by the Town Board on November 16, 2022.

AGREEMENT

AGREEMENT made this 5th day of January, 2023, between:

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

Max Garfinkle, residing at 1102 Route 82, Hopewell Junction, New York, Telephone (845)490-1453, herein referred to as "**Garfinkle**";

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

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

1. The **TOWN** does hereby retain **GARFINKLE** to serve as **WETLANDS INSPECTOR AND NATURAL RESOURCE OFFICER** to the **TOWN** pursuant to Chapter 93 of the Code of the Town of Philipstown. **GARFINKLE** shall serve at the pleasure of the **TOWN BOARD** as provided in Section 93-11 of said Code.
2. **GARFINKLE** states that he has the necessary qualifications, training and experience as required in Code Section 93-11 to serve as **WETLANDS INSPECTOR AND NATURAL RESOURCE OFFICER**.
3. The parties agree that **GARFINKLE** is and shall be a part time hourly employee.
4. The parties agree that effective January 1, 2023, **GARFINKLE's** salary shall be and he shall be paid at the gross rate of \$60.00 per hour for services rendered as **WETLANDS INSPECTOR AND NATURAL RESOURCE OFFICER**. **GARFINKLE** will bill the **TOWN** monthly and submit a voucher for services rendered. **GARFINKLE** shall also be reimbursed for vehicle mileage at the same rate as other Town employees (currently 0.62¢ per mile)

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

TOWN OF PHILIPSTOWN

By _____
John Van Tassel, Supervisor

Date

By _____
Max Garfinkle

Date



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 December 2022

1. Fees Collected	<u>9500.70</u>
2. Total Number of Permits Issued	<u>19</u>
3. New One- or Two-family dwellings:	<u>1</u>
4. New Commercial/Industrial buildings:	<u>1</u>
5. New Hazardous (H) occupancies:	<u>1</u>
6. New Multi family occupancies:	<u>1</u>
7. Additions, alterations or repairs residential buildings	<u>2</u>
8. Additions, alterations or repairs commercial buildings:	<u>1</u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u>17</u>
10. Number of Certificates of Occupancy :	_____
11. Number of Stop Work Orders Issued:	_____
12. Operating permits issued	_____
13. Operating permits issued hazardous materials	_____
14. Operating permits Hazardous processes and activities	_____
15. Permits issued for the Use of pyrotechnic devices:	_____
16. Inspection of public assembly :	_____
17. Inspection of commercial occupancies	_____
18. Inspection of buildings with 3 or more dwelling units:	_____

Projects of Significance: _____

