

**YEAR END MEETING**  
**December 27, 2018**  
**7:30 p.m.**

**AGENDA:**

1. Authorize the Supervisor to make the necessary budget transfers to close the books for the year 2018.
2. Resolution approving the transfer of funds for the Recreation Department.
3. Resolution approving the transfer of funds for the Highway Department.
4. Resolution authorizing Supervisor Shea and the Town Board to sign the contract for the Continental Village Volunteer Fire Department, Inc. for fiscal year 2019.
5. Resolution authorizing Supervisor Shea to sign the contract for the Philipstown Volunteer Ambulance Corp for fiscal year 2019.
6. Resolution authorizing Supervisor Shea to sign the contract for the Garrison Volunteer Ambulance and First Aid Squad, Inc. for fiscal year 2019.
7. Resolution authorizing Supervisor Shea to sign the contract between the Town and Max Garfinkle as the Town's Wetland's Inspector for 2019.
8. Resolution appointing a Councilmember to the Town Board filling the vacancy left by Councilwoman Nancy Montgomery.
9. Any other business that may come before the Town Board.
10. Adjournment.

**RESOLUTION #**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to make the necessary budget transfers to close the books for the year 2018.

**RESOLUTION**

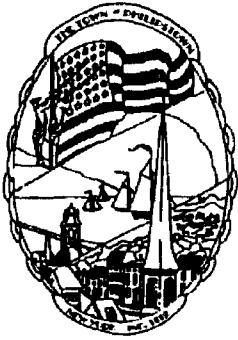
The following Resolution was presented by \_\_\_\_\_, seconded by \_\_\_\_\_ and unanimously carried;

**RESOLVED**, that the Town Board hereby approves the 2018 budgetary transfer of funds for the Recreation Department.

**RESOLUTION**

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

**RESOLVED**, that the Town Board hereby approves the 2018 budgetary transfer of funds for the Highway Town Outside Village.



# Town of Philipstown

HIGHWAY DEPARTMENT

50 Fishkill Road

Cold Spring, New York 10516

(845) 265-3530

Fax (845) 265-7886

Carl Frisenda  
Highway Superintendent

December 28, 2017

## MEMORANDUM

**TO:** Richard Shea, Town Supervisor  
Town Board Members

**FROM:** Maureen Etta, Highway Clerk

**RE:** **2018 Fund Transfers**

Please transfer the following funds at your year-end meeting, scheduled on Thursday, December 27, 2018:

AS OF 12/13/18

**PAYROLL:**

<b>FROM:</b>	<b>TO:</b>	<b>AMOUNT</b>
DBO-04-5112-100	DBO-04-5110-100	\$21,288.49
DBO-04-5112-100	DBO-04-5130-100	\$5,253.35
DBO-04-5112-100	DBO-04-5142-100	\$13,986.89

**THIS AGREEMENT** made the 27th day of December, 2018, **BETWEEN:**

The **TOWN BOARD OF THE TOWN OF PHILIPSTOWN**, Putnam County, New York, hereinafter designated as the **TOWN BOARD**,

and

**CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.**, a Fire Corporation duly organized under the Membership Corporation Law of the State of New York, hereinafter designated as the **FIRE COMPANY**.

**W I T N E S S E T H**

**WHEREAS**, there has been duly established in the Town of Philipstown, a Fire Protection District (hereinafter referred to as a District) known as the Consolidated Continental Village Fire Protection District of the Town of Philipstown embracing territory in said Town, and such territory is more fully described in the resolution establishing such District as duly adopted by the **TOWN BOARD** on February 4, 1993, under No.42-93; and

**WHEREAS**, following a Public Hearing on November 7, 2018, duly called, the **TOWN BOARD** duly authorized a contract with the **FIRE COMPANY**, for Fire Protection in such said District upon the terms and conditions herein set forth; and

**WHEREAS**, this contract has been duly authorized by the Membership and Board of Directors of the Fire Company,

**NOW, THEREFORE**, the **TOWN BOARD** does engage the **FIRE COMPANY** to furnish Fire Protection to said District and the **FIRE COMPANY** agrees to furnish such protection in the manner following, to wit:

1. **FIRE COMPANY OBLIGATIONS:** The **FIRE COMPANY** shall at all times during the period of this Agreement be subject to call for attendance upon any fire appearing in such District, and when notified by alarm or telephone call, or in any other manner, of a fire in the District, shall respond and attend upon the fire without delay, with all suitable apparatus of the **FIRE COMPANY**. Upon arriving at the scene of the fire, the **FIRE COMPANY** shall proceed diligently and in every way reasonably suggested with the extinguishing of the fire, and the saving of life and property in connection therewith.
2. **TERM:** The term of this Agreement shall commence January 1, 2019 and shall continue until December 31, 2019.

3. **PAYMENT AND WHAT IT INCLUDES:** In consideration of the furnishing aid and use of its apparatus, as aforesaid, the **TOWN BOARD** shall pay to the **FIRE COMPANY** \$196,350 for the year 2018.

The annual payment shall be all inclusive, and shall be in lieu of any obligation of the **TOWN BOARD** to pay to **FIRE COMPANY** any loss or damage whatever sustained to its fire apparatus or equipment in answering, attending upon or returning from a call for assistance in said District; and the payment of such money shall also be in lieu of the payment of special expenses incurred in the operation of the fire apparatus or equipment of the **FIRE COMPANY** in answering such call. All monies to be paid under this contract therefore, shall be in full and complete satisfaction of any and all possible claims which may arise upon or by the **FIRE COMPANY**, with or against the **TOWN BOARD** in connection with responding, attending upon answering or returning from any call or service to be provided in accordance with the terms of this Agreement.

4. **RESERVATION BY THE FIRE COMPANY:** The **FIRE COMPANY** reserves the right to respond to calls for attending upon any fire in areas outside of such fire protection District, and in doing so, shall not be deemed to be in violation of this Agreement.
5. **MONIES FROM TAX LEVY:** All monies to be paid under any provision of this Agreement, as well as other monies and charges lawfully chargeable thereto, shall be a charge upon the said Fire Protection District, to be assessed and levied upon the Taxable Property in said District and collected with the Town Taxes.
6. **TIME AND MANNER OF PAYMENT:** All monies to be paid hereunder, shall be paid as the Town Supervisor of the Town of Philipstown receives the tax monies therefore, levied against the Fire Protection District, and provided further that any money due shall be totally paid upon collection of taxes for the year. Said payments, however, shall be in addition to benefits under the Volunteer Fireman's Benefit Law, payments under the Service Award Program, insurance premiums, legal expenses and other municipal expenses chargeable to the District by the **TOWN BOARD** during the term of this Agreement.
7. **INDEPENDENT CONTRACTOR.** It is understood and agreed that the **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.**, carrying out the provisions of this Agreement is acting as independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.**
8. **INDEMNIFICATION.** The **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.**, shall indemnify and save harmless the **TOWN**, its officers, employees, agents and servants against all liability claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever, of the **TOWN** or **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.**, their officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.

9. **INSURANCE.** The **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.,** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage), with limits of no less than \$1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than \$1,000,000.00 with both of the foregoing insurance coverage to be for the protection of the public and the **TOWN**, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **TOWN** or the **CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.,** in furnishing or operating the service hereunder, such insurance to name the **TOWN** as one of the insureds, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN** in writing.

**IN WITNESS WHEREOF,** the parties have been duly executed, sealed and delivered this Agreement, the day and year first above written.

**TOWN BOARD OF THE TOWN OF PHILIPSTOWN**

**BY:**

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

\_\_\_\_\_  
Michael Leonard, Councilman

\_\_\_\_\_  
John Van Tassel, Councilman

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

\_\_\_\_\_  
Nancy Montgomery, Councilwoman

**ATTEST:**

\_\_\_\_\_  
Tina M. Merando, Town Clerk

**CONTINENTAL VILLAGE VOLUNTEER FIRE DEPARTMENT, INC.**

**BY**

\_\_\_\_\_  
President

**ATTEST:**

(SEAL)

\_\_\_\_\_  
Secretary



**RESOLUTION#**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the contact for the Continental Village Volunteer Fire Department, Inc. for fiscal year 2019 in the amount of \$196,350.00

## CONTRACT

### EMERGENCY AMBULANCE SERVICES

**THIS AGREEMENT** dated December 27th, 2018, by and 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 after referred to as the “**TOWN**,” and **PHILIPSTOWN VOLUNTEER AMBULANCE CORPS INC.**, a not-for-profit corporation in the State of New York with an office at Cedar Street, Cold Spring, New York 10516 and hereinafter referred to as the “**AMBULANCE CORPS**.”

### WITNESSETH

**WHEREAS**, the **AMBULANCE CORPS**, is organized under the laws of the State of New York as a volunteer ambulance corps and since 1965 has been furnishing emergency ambulance service to various areas and residents of the Town of Philipstown; and

**WHEREAS**, the **TOWN OF PHILIPSTOWN** deems it in the best interest of the community that it assist in furnishing general ambulance for the purpose of transporting sick or injured persons found within the boundaries of the Town to a hospital, clinic, sanatorium or other place for the treatment of such illness or injury; and

**WHEREAS**, by General Municipal Law Section 122-b the **TOWN** is empowered to contract with one or more organizations having sufficient trained and experienced personnel, for operation, maintenance and repair of such ambulance vehicles, and to supply, staff and equip such vehicles for such purposes; and

**WHEREAS**, the **AMBULANCE CORPS** has the trained and experienced personnel and the equipment necessary for this purpose, and is certified or registered pursuant to Public Health Law Article Thirty; and

**WHEREAS**, the **TOWN** deems it advisable, and in the best interest of the **TOWN** to contract with the **AMBULANCE CORPS**, for the furnishing of general ambulance service to the residents of the Town of Philipstown in the area of the **TOWN** described herein in accordance with the law; and

**WHEREAS**, the **TOWN** authorized a contract with the **AMBULANCE CORPS** for general ambulance services in said area upon the terms and conditions herein set forth;

**WHEREAS**, this Contract has been duly authorized by the Membership and Board of Directors of the **AMBULANCE CORPS**.

**NOW, THEREFORE**, the **TOWN** does engage the **AMBULANCE CORPS** to furnish such services in the manner following, to wit:

1. **General Ambulance Service**. That the **AMBULANCE CORPS** does hereby agree to furnish to the area of the Town of Philipstown lying north of the northerly boundary line of the “Garrison Fire Protection District of the Town of Philipstown” general ambulance services as provided by General Municipal Section 122-b during the term of this Agreement, but shall not be precluded from providing ambulance services to other areas within the **TOWN** or other areas outside the **TOWN**. The **AMBULANCE CORPS** through its appropriate members, shall at all times during the period of this Agreement be subject to call for such ambulance services by anyone for any

person or persons residing or found within the aforesaid area, and when such ambulance service is requested shall respond to and render such general ambulance service without delay and with suitable equipment and personnel.

2. **Compliance with law.** The **AMBULANCE CORPS** hereby agrees to furnish the **TOWN** with the necessary certificates certifying that it has complied with all of the laws of the State of New York regarding the training of personnel and shall provide the equipment, ambulances and personnel sufficient to furnish general ambulance services hereunder.
3. **Payment.** In consideration of the **AMBULANCE CORPS**, procuring, providing, and furnishing general ambulance services, including equipment and personnel as set forth herein, the **TOWN** shall pay to **the AMBULANCE CORPS** the sum of \$ 338,681.00 for the year 2019. Such sum to be paid for the year hereunder, shall be paid as the Town Supervisor receives the tax monies levied against the Town, except that payments shall not be required to be made in multiples of less than \$100.00, save at the option of the Supervisor, and provided further that any money due for any year shall be totally paid prior to December 31<sup>st</sup> in said year.

This payment shall be all-inclusive, and shall be in lieu of any obligation of the **TOWN** to pay to the **AMBULANCE CORPS** any loss or damage whatever sustained to its ambulances or equipment in answering, attending or returning from a call for assistance in said area; and the payment of such monies shall also be in lieu of the payment of any special expenses incurred in the operation of the ambulances or equipment of the **AMBULANCE CORPS** in answering any such call. All monies to be paid under this Contract shall be in full and complete satisfaction of any and all other possible claims which may arise upon the **AMBULANCE CORPS** with or against the **TOWN** in connection with responding, attending upon, answering or returning from any call or service to be provided by the **AMBULANCE CORPS** to the **TOWN** in accordance with the terms of this contract.

4. **Term.** The term of this Contract shall commence January 1, 2019, and shall continue until December 31, 2019.
5. **Insurance.** The **AMBULANCE CORPS** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage) with limits of no less than \$1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than \$1,000,000.00, and (c) Volunteer Ambulance Workers Benefit Coverage, with all three of the foregoing insurance coverage's to be for the protection of the public and the Town, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **AMBULANCE CORPS** in furnishing or operating such ambulance service, such insurance to name the **TOWN** as one of the insured, provide the **TOWN** with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN**, in writing.
6. **Independent Contractor.** It is understood and agreed that the **AMBULANCE CORPS** in carrying out the provisions of this Agreement, is acting as an independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **AMBULANCE CORPS**

7. **Indemnification.** The **AMBULANCE CORPS** shall indemnify and save harmless the Town and its officers, employees, agents and servants against any and all liability claims, loss costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want or care or fault of any nature whatsoever of the **AMBULANCE CORPS**, its officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.
8. **Town Law Applicable.** The parties hereto agree that the Agreement is subject to the provisions of General Municipal Law Section 122-b.
9. The parties hereto further agree that this Agreement may not be changed or modified except by another instrument in writing signed by the parties hereto, and in accordance with the applicable provisions of law.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly signed and executed as of the day and year first above written.

**TOWN OF PHILIPSTOWN**

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

(Seal)

\_\_\_\_\_  
Tina M. Merando, Town Clerk

**PHILIPSTOWN VOLUNTEER AMBULANCE CORPS INC:**

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

ATTEST

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

**RESOLUTION**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the contract for the Philipstown Volunteer Ambulance Corp for fiscal year 2019.

## **CONTRACT**

### **EMERGENCY AMBULANCE SERVICES**

**THIS AGREEMENT** dated December 27, 2018, by and between the **TOWN OF PHILIPSTOWN**, a Municipal Corporation having its office at 238 Main Street P.O. Box 155, Cold Spring, New York 10516, hereinafter referred to as the “**TOWN**,” and the **GARRISON VOLUNTEER AMBULANCE AND FIRST AID SQUAD, INC.**, a not-for-profit corporation in the State of New York with an office at P.O. Box 121, Garrison, New York 10524, and hereinafter referred to as the “**AMBULANCE CORPS**.”

#### **WITNESSETH**

**WHEREAS**, the **AMBULANCE CORPS** is organized under the Laws of the State of New York as a volunteer ambulance corps and since 1974 has been furnishing emergency ambulance service to various areas and residents of the Town of Philipstown, and

**WHEREAS**, the Town of Philipstown deems it in the best interest of the community that it assist in furnishing general ambulance service for the purpose of transporting sick or injured persons found within the boundaries of the Town to a hospital, clinic, sanatorium or other place for the treatment of such illness or injury; and

**WHEREAS**, by General Municipal Law Section 122-b the **TOWN** is empowered to contract with one or more organizations having sufficient trained and experienced personnel, for operation, maintenance and repair of such ambulance vehicles, and to supply staff and equip such vehicles for such purposes; and

**WHEREAS**, the **AMBULANCE CORPS** has trained and experienced personnel and the equipment necessary for this purpose, and is certified or registered pursuant to Public Health Law Article Thirty; and

**WHEREAS**, the **TOWN** deems it advisable and in the best interest of the **TOWN** to contract with the **AMBULANCE CORPS** for the furnishing of general ambulance service to the residents of the Town of Philipstown in the area of the Town described herein in accordance with the law; and

**WHEREAS**, the **TOWN** authorized a contract with the **AMBULANCE CORPS** for general ambulance services in said area upon the terms and conditions herein set forth; and

**WHEREAS**, this contract has been duly authorized by the Membership and Board of Directors of the **AMBULANCE CORPS**.

**NOW, THEREFORE, the TOWN** does engage the **AMBULANCE CORPS** to furnish general ambulance services to said area, and the **AMBULANCE CORPS** agrees to furnish such services in the manner following, to wit:

1. **General Ambulance Service.** That the **AMBULANCE CORPS** hereby agrees to furnish to the area of the Town of Philipstown lying south of the northerly boundary line of the “Garrison Fire Protection District of the Town of Philipstown”, general ambulance services as provided by General Municipal Law Section 122-b during the term of this Agreement, but shall not be precluded from providing ambulance services to other areas within the **TOWN** or other areas outside of the **TOWN**. The **AMBULANCE CORPS** through its appropriate members, shall at all times during the period of the Agreement be subject to call for such ambulance services by anyone for any person or persons residing or found within the aforesaid area, and when such ambulance, and when such ambulance service is requested shall respond to and render such general ambulance service without delay and with suitable equipment and personnel.
2. **Compliance with the Law.** The **AMBULANCE CORPS** hereby agrees to furnish the **TOWN** with the necessary certificates certifying that it has complied with all of the laws of the State of New York regarding the training of personnel and shall provide the equipment, ambulances and personnel sufficient to furnish general ambulance services hereunder.
3. **Payment.** In consideration of the **AMBULANCE CORPS** procuring, providing and furnishing general ambulance services, including equipment and personnel as set forth herein, the **TOWN** shall pay to the **AMBULANCE CORPS** the sum of \$ 242,600.00 for the fiscal year 2019. Such sums to be paid for the year hereunder, shall be paid as the Town Supervisor receives the tax monies levied against the Town, except that payments shall not be required to be made in multiples of less than \$100.00, save at the option of the Supervisor, and provided further that any money due for any year shall be totally paid prior to December 31<sup>st</sup> in said year.

This payment shall be all inclusive, and shall be in lieu of any obligation of the **TOWN** to pay to the **AMBULANCE CORPS** any loss or damage whatever sustained to its ambulances or equipment in answering, attending or returning from such monies a call for assistance in said area; and the payment of such monies shall also be in lieu of the payment of any special expenses incurred in the operation of the ambulances or equipment of the **AMBULANCE CORPS** in answering any such call. All monies to be paid under this Contract shall be in full and complete satisfaction of any and all other possible claims which may arise upon the **AMBULANCE CORPS** with or against the **TOWN** in connection with responding, attending upon, answering or returning from any call or service to be provided by the **AMBULANCE CORPS** to the **TOWN** in accordance with the terms of the contract.

4. Term. The term of this Contract shall commence January 1, 2019, and shall continue until December 31, 2019.
5. Insurance. The **AMBULANCE CORPS** shall further secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage) with limits of no less than \$1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than \$1,000,000.00 and (c) Volunteer Ambulance Benefit Coverage, with all three of the foregoing insurance coverages to be for the protection of the public and the Town, its officers, employees, agents, and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of the **AMBULANCE CORPS** in furnishing or operating such ambulance service, such insurance to name the **TOWN** as one of the insureds, provide the Town with copies of said policies in force, with applicable endorsements, and contain provisions that they may not be cancelled except on no less than thirty (30) days notice to the **TOWN**, in writing.
6. Independent Contractor. It is understood and agreed that the **AMBULANCE CORPS**, in carrying out the provisions of this agreement, is acting as an independent contractor and is not subject to any direction or control in any manner by the **TOWN** except as expressly conferred by law, and any rules and regulations relating to the use of the apparatus and equipment shall be the responsibility of and shall be formulated by the **AMBULANCE CORPS**.
7. Indemnification. The **AMBULANCE CORPS** shall indemnify and save harmless the **TOWN**, its officers, employees, agents and servants against all liability claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of care or fault of any nature whatsoever of the **AMBULANCE CORPS**, its officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.
8. Town Law Applicable. The parties hereto agree that the Agreement is subject to the provisions of General Municipal Law section 122-b.
9. The parties hereto further agree that this Agreement may not be changed or modified except by another instrument in writing signed by the parties hereto, and in accordance with the applicable provisions of the law.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly signed and executed as of the day and year first above written.



**TOWN OF PHILIPSTOWN**

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

(SEAL)

\_\_\_\_\_  
Tina M. Merando, Town Clerk

ATTEST:

**GARRISON VOLUNTEER  
AMBULANCE FIRST AID  
SQUAD, INC.**

\_\_\_\_\_  
Secretary

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

**RESOLUTION #**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the contract for the Garrison Volunteer Ambulance and First Aid Squad, Inc. for fiscal year 2019.

**AGREEMENT**

**AGREEMENT** made this 27<sup>th</sup> day of December, 2017, 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 2263 Route 52, 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, 2019, **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 \$.56¢ 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 \_\_\_\_\_  
Richard Shea, Supervisor

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Max Garfinkle

\_\_\_\_\_  
Date

**RESOLUTION #**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the agreement between the Town and Max Garfinkle to serve as Wetlands Inspector and Natural Resource Offer for fiscal year 2019.