

Town Board Monthly Meeting

December 5, 2019 7:30 p.m.

107 Glenclyffe Drive, Garrison, New York

SALUTE TO THE FLAG

APPROVAL OF MINUTES

- Public Hearing of November 6, 2019 – CV Park and Water District Budget
- Public Hearing of November 6, 2019 – General Budget

COMMITTEE REPORTS

1) Conservation Board 2) Recreation 3) The Philipstown Hub 4) Planning Board
5) Zoning 6) Highway 7) Building & Land Acquisition 8) Cemetery Committee
9) Putnam County Legislator

AGENDA

1. Resolution awarding the 2020 Highway Material Bids.
2. Resolution authorizing Supervisor Shea to sign the 2020 contract between the Town and the Putnam County Office for Senior Resources for the Outreach Worker in an amount not to exceed \$15,000 for fiscal year 2020.
3. Resolution authorizing Supervisor Shea to sign the Addendum to the Standard Form of Agreement between the Town and the Contractor (PVS Construction LLC) for the Renovations to the Philipstown Town Hall. (ROLL CALL VOTE)
4. Resolution authorizing Supervisor Shea to sign a Filming Permit for CNE Productions, LLC for a filming event at 15 Kings Dock Lane, Garrison on November 7, 2019 from 8:00 a.m. – 8:00 p.m. (Nunc Pro Tunc)
5. Schedule Workshops/Meetings.
 - Year-End Meeting - December 18, 2019
 - Re-organization - January 2, 2020 @ 7:00 p.m.
 - Monthly Town Board Meeting – January 2, 2020

November 27, 2019

6. Code Enforcement Monthly Report.

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

AUDIENCE

VACANCIES

Recreation (1)

APPROVAL OF VOUCHERS

General Highway CVPD CVWD

ADJOURNMENT

Public Hearing – Continental Village Park District and Continental Village Water District
November 6, 2019

The Town Board held a Public Hearing on the above date at 7:30 p.m. at 107 Glenclyffe Drive, Garrison, New York. The purpose of the Public Hearing was to hear comments for/against the Proposed 2020 Budget for the Continental Village Park District.

PRESENT:

Richard Shea	Supervisor
John Van Tassel	Councilman
Michael Leonard	Councilman
Judith Farrell	Councilwoman
Susan Kenney	Town Comptroller

ABSENT:

Robert Flaherty	Councilman
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Town Clerk Merando read the Public Hearing Notice.

Michael Phelan, Superintendent of the Continental Village Park District addressed the Town Board and explained that there a lot of projects that the residents are interested in completing in the district. The playground area is now 21 years old and in need of an upgrade. He noted that structurally, it's in very good condition. The equipment will be repaired and cleaned. The basketball court is in need of new back boards, post and the fences have been taking a beating as is the same with the tennis court. He added that the surfaces are beginning to fail. The interest is to improve the playground area and the access roads. Saving monies for any unseen problems with the dam is always in the fore front of our planning.

There being no further comments from the public, Councilman Van Tassel made a motion, seconded by Councilwoman Farrell to close the Public Hearing at 7:40 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

Public Hearing – Continental Village Park District and Continental Village Water District
November 6, 2019

The Town Board held a Public Hearing on the above date at 7:40 p.m. at 107 Glenclyffe Drive, Garrison, New York. The purpose of the Public Hearing was to hear comments for/against the Proposed 2020 Budget for the Continental Village Water District.

PRESENT:	Richard Shea	Supervisor
	John Van Tassel	Councilman
	Michael Leonard	Councilman
	Judith Farrell	Councilwoman
	Susan Kenney	Town Comptroller

ABSENT:	Robert Flaherty	Councilman
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Ralph Bassignani, Superintendent of the Continental Village Water District, stated that nothing really changed from last year. Supervisor Shea replied that the question was the debt service. Mr. Bassignani replied stating that it's been paid off. He noted that the district raised the rates not quite 10%, because New York City raises the district by 10% each year.

Supervisor Shea asked how the status of the aqueduct project. Mr. Bassignani replied stated that they will be shutting down. He was first told that the shutdown would occur October 1st to late December, however, that has been changed to around November 10th until January 17th.

Supervisor Shea stated that it was his hope that the aqueduct goes as planned and the Town can stop buying water. Mr. Bassignani replied that he thought it was one more year but wasn't putting his faith in New York City.

Supervisor Shea asked about the possibility of Bill Rimm assuming the Superintendent position should Mr. Bassignani retire. Mr. Bassignani reported that Mr. Rimm was continuing his schooling, which is a difficult course and it is his hope that he would be ready to take over in the near future. He noted that obtaining that license isn't easy, it takes a tremendous amount of hours and study. And New York State doesn't give the test but every couple of years.

Mr. Bassignani thanked Town Clerk Tina Merando for her years of service.p

There being no further comments from the public, Councilman Van Tassel made a motion, seconded by Councilwoman Farrell to close the Public Hearing at 7:47 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

Public Hearing – General Budget
November 6, 2019

The Town Board held a Public Hearing on the above date at 7:52 p.m. at 107 Glenclyffe Drive, Garrison, New York. The purpose of the Public Hearing was to hear comments for/against the Proposed 2020 Budget.

PRESENT:	Richard Shea	Supervisor
	John Van Tassel	Councilman
	Michael Leonard	Councilman
	Judith Farrell	Councilwoman
	Susan Kenney	Town Comptroller

ABSENT:	Robert Flaherty	Councilman
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Supervisor Shea stated that there were no wild swings in the budget. He added that the “cap” limits what can be done - the “cap” prevents the budget from rising. Supervisor Shea added that right now the Town was under the 2% cap and has been since it has been instituted.

Supervisor Shea stated that the biggest project the Town was facing was the Town Hall renovation, which is going to require funds. He added that it has taken about 10 years to put together the funds for the project while remaining within the “cap.”

The town board is still looking at some additional funding for the HUB and do a little more with the Climate Smart Coordinator, as well as some tweaking of some salaries. We’re looking at about \$12,000/\$15,000 left over to play with.

Councilman Leonard added that the Town was stuck with additional costs for compensation insurance, contracts and payroll. He stated that these costs automatically rise so the Town Board is already “in a hole.”

Supervisor Shea stated that the Town is already dealing with a problem with the Garrison Landing Water District, and the Town is purchasing water and putting resources into it. He stated that a well was just drilled 1,050 feet and no additional water was obtained. Supervisor Shea reiterated that these were not little or huge expenses but they were additional expenses.

Councilwoman Farrell stated that she felt it was a good budget and well put-together with minimal increases and was pleased with the increase of additional resources for the Emergency Response position.

Audience member stated that they weren’t expecting revenues to be down. Supervisor Shea replied that the mortgage tax rebate is expected to be lower than in previous years.

Public Hearing – General Budget
November 6, 2019

Another audience member mentioned the Cold Spring Fire Department being down a little. Supervisor Shea replied that he thought their Workman's Compensation insurance went down.

David Marzollo stated that he was in his 20s eighteen years ago and now feels like there has been a great change in the exposure and what young people are facing. He added that more modernized young people weren't doing opioids – they were drinking beer and smoking joints. It was his feeling that the substances that the young people are being faced with, has been a dramatic shift from that in the past. The dangers then were getting in trouble with the law or our family; getting arrested or throwing up! Now the danger is "facing death." He added that he was thrilled when he was asked to join the HUB and wanted to applaud the Town Board for selecting Danielle Pack McCarthy for this position.

Supervisor Shea stated that there are many worthy projects that the Town Board would like to see and then there's reality. He added that if the Board didn't do something about Town Hall then eventually there would be no Town Hall.

There being no further comments from the public, Councilwoman Farrell made a motion, seconded by Councilman Leonard to close the Public Hearing at 8:15 p.m.

Respectfully submitted by,

Tina M. Merando
Town Clerk

RESOLUTION #

The following Resolution was presented by ____ seconded by ____ and unanimously carried;

RESOLVED, that the Town Board hereby awards the 2020 Highway Material Bids as approved by Carl Frisenda, Highway Superintendent.

**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, 2020 and will terminate on December 31, 2020, 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, 2020. 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: 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.

SIXTEENTH: 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.

SEVENTEENTH: 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.

RESOLUTION #

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

RESOLVED, that the Town Board hereby awards the 2020 Highway Material Bids as approved by Carl Frisenda, Highway Superintendent.

ADDENDUM

This Addendum to the AIA Document A101 Standard Form of Agreement Between Owner and Contractor for Renovations to the Philipstown Town Hall between the Town of Philipstown, 238 Main Street, Cold Spring, New York 10516 and PVS Construction LLC, 120 Talmadge Street, Poughkeepsie, New York 12601 as of this ____ Day of November, 2019.

WHEREAS, the Town of Philipstown and PVS Construction LLC, are entering into a contract dated October 11, 2019 and executed thereafter for Renovations to the Philipstown Town Hall; and

WHEREAS, the parties wish to amend, correct and clarify the below-recited provisions of the said contract by means of this Addendum;

NOW, THEREFORE, it is hereby agreed between the Town of Philipstown (hereinafter "Owner") and PVS Construction LLC, (hereinafter "Contractor") as follows:

1. That the terms and provisions of Paragraph 3.3.1 in the aforesaid contract are modified and amended to read:

"§3.3.1. Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work under this Contract: Not later than 365 calendar days from December 9, 2019. The date of Substantial Completion shall be December 8, 2020."

2. The terms and provisions of this Addendum cannot be varied, supplemented or changed in any way except by a writing signed by both parties.

This Addendum entered into as of the day and year first written above:

Owner (*Signature*)
Richard Shea, Town Philipstown Supervisor

Contractor (*Signature*)
Parry Segura, President

RESOLUTION #

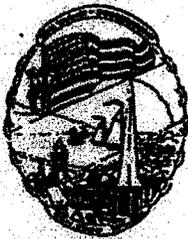
The following Resolution was presented by _____ seconded by _____:

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the addendum to the AIA Document A101 Standard Form of Agreement between the Town of Philipstown and PVS Construction, LLC, 120 Talmadge Street, Poughkeepsie, New York for the Contractor for Renovations to the Philipstown Town Hall.

ROLL CALL VOTE

Supervisor Shea	_____
Councilman Van Tassel	_____
Councilman Leonard	_____
Councilman Flaherty	_____
Councilwoman Farrell	_____

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TOWN OF PHILIPSTOWN

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

RICHARD SHEA, SUPERVISOR (845) 265-3329

TINA M. MERANDO
TOWN CLERK AND TAX COLLECTOR

JOHN VAN TASSEL, COUNCILMAN
MICHAEL LEONARD, COUNCILMAN
ROBERT FLAHERTY, COUNCILMAN
JUDITH FARRELL, COUNCILWOMAN

Applicant: Katie Ratto Date: 10/29/19

Signed by: [Signature]

Title: Senior Production Coordinator

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

[Signature] Date: 10/29/19

(Signature of Owner)

Release and Indemnity of Liability

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

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

property owned by the Town of Philipstown, the undersigned permit holder agrees to reimburse to the Town of Philipstown the fair market value of any repair to, or replacement of such property.

FOR OFFICE USE:

FILMING PERMIT

Approved Approved with special conditions Denied

Commencement date: 11-7-19 Expiration date: 11-17-19

Town Supervisor's signature [Signature]

* Payment delivered to wrong address - address on application was not updated by VFW Hall @ 34 Kemble Avenue, Cold Spring. "Katie" will forward a sep. (Ratto)

RESOLUTION #

The following Resolution was presented by ____ seconded by ____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign a Filming Permit for CNE Productions, LLC for a filming event at 15 Kings Dock Lane, Garrison on November 7, 2019 from 8:00 a.m. – 8:00 p.m. Nunc Pro Tunc.



Town of Philipstown

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

Office (914) 265-3202 • Fax (914) 265-2107

MONTHLY REPORT for November 2019

1. Fees Collected	<u>4,836.68</u>
2. Total Number of Permits Issued	<u>26</u>
3. New One- or Two-family dwellings	<u>0</u>
4. New Commercial/Industrial Buildings	<u>0</u>
5. New Hazardous (H) occupancies	<u>0</u>
6. New Multi-family occupancies	<u>0</u>
7. Additions, alterations or repairs residential buildings	<u>2</u>
8. Additions, alterations or repairs commercial buildings	<u>1</u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u>24</u>
10. Number of Certificates of Occupancy	<u>23</u>
11. Number of Stop Work Orders issued	<u>2</u>
12. Operating permits issued	<u>0</u>
13. Operating permits issued hazardous materials	<u>0</u>
14. Operating permits hazardous processes and activities	<u>0</u>
15. Permits issued for the Use of pyrotechnic devices	<u>0</u>
16. Inspection of public assembly	<u>0</u>
17. Inspection of commercial occupancies	<u>0</u>
18. Inspection of buildings with 3 or more dwelling units	<u>0</u>

Projects of Significance: _____

