



VILLAGE OF COLD SPRING
85 MAIN STREET, COLD SPRING, NY 10516
TEL: (845) 265-3611 FAX: (845) 265-1002
WEB: WWW.COLDSRINGNY.GOV

KATHLEEN E. FOLEY, MAYOR
TWEEPS PHILLIPS WOODS, TRUSTEE
JOE CURTO, TRUSTEE
CATHRYN FADDE, TRUSTEE
ELIZA STARBUCK, TRUSTEE

JEFF VIDAKOVICH, CLERK/TREASURER
MICHELLE ASCOLILLO, ACCOUNTANT
LARRY BURKE, OFFICER-IN-CHARGE
MATTHEW KROOG, WATER SUPERINTENDENT
ROBERT DOWNEY, HIGHWAY DEPT CREW CHIEF
CHARLOTTE MOUNTAIN, CODE ENFORCEMENT OFFICER

Board of Trustees Workshop Meeting
Wednesday February 2, 2022 @ 7:00 PM
Via Videoconference as per Chapter 1 of NYS Local Laws of 2022

1. Opportunity to Request Addition of Agenda Items

Part I: Discussion on Garbage & Recycling

2. Royal Carting
 - a. Presentation
 - b. Q & A with Royal Carting
3. What Does this mean for the Village?
 - a. Costs
 - b. Services
 - c. Q & A with Village Officials

Part II: Other Business

4. Authorize Mayor to renew contract with Andres Gil (Prosecuting Attorney)
5. Approval of Minutes – 1/12/22
6. Public Comment

The public is invited to attend the meeting as follows:

<https://us06web.zoom.us/j/88983853791?pwd=NG1RWU5VVG9RVTRZaStQaW9kMXBMZz09>

or to Join by Phone: (646) 558-8656

Meeting ID: 889 8385 3791 Passcode: 365616

CONTRACT BETWEEN
LAW OFFICE OF ANDRES D. GIL, PLLC.
AND
THE VILLAGE OF COLD SPRING

THIS AGREEMENT made as of this ____ day of January 2022, by and between the VILLAGE OF COLD SPRING, a municipal corporation of the State of New York, having an office and place of business at 85 Main Street, Cold Spring, New York 10516 (hereinafter referred to as the “VILLAGE”), and Law Office of Andres D. Gil, PLLC, 973 Route 22, Suite 3, Brewster, New York 10509 (hereinafter referred to as the “ATTORNEY”);

WHEREAS, the VILLAGE desires to obtain the legal services and representation of the attorney;

WHEREAS, the ATTORNEY desires to provide legal services and representation to the VILLAGE for the compensation and on the terms herein provided;

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

FIRST: The VILLAGE has the necessary funds to pay the ATTORNEY under budget line A00-1420-420.

SECOND: The ATTORNEY shall furnish legal representation for any local law violations and any non-penal law misdemeanors, including Vehicle and Traffic Law misdemeanors, not presently handled by the Putnam County District Attorney’s Office.

THIRD: The term of this Contract shall commence on January 1, 2022 and shall continue to December 31, 2022 unless terminated sooner in accordance with the provisions hereinafter set forth.

FOURTH: The ATTORNEY, during the performance of this Agreement, shall not

represent a client in connection with any matter involving the VILLAGE, nor appear on behalf of any individual, corporation, or other before any Board or instrumentality of the Village of Cold Spring, nor shall the Attorney represent a client in connection with any criminal defense in the courts of the Village of Cold Spring during the term of this Agreement.

FIFTH: The ATTORNEY shall be in an attorney/client relationship with the VILLAGE, and all communications between the ATTORNEY and the VILLAGE shall be confidential and privileged to the fullest extent permitted by law, unless such privilege is specifically waived in writing by the VILLAGE.

SIXTH: The ATTORNEY shall report only to the Village Board of the Village of Cold Spring or their designee and shall, within five (5) days of receipt of filing, send copies of all papers served and/or filed in any action or proceeding to the Mayor's office and to the Village Clerk's office, and to the Planning Board and/or Zoning Board of Appeals, if such Boards are involved in the action or proceeding, and to any other persons in the VILLAGE involved in the action or proceeding.

SEVENTH: The ATTORNEY understands that settlement of all actions, claims, disputes, etc. handled by the ATTORNEY pursuant to this Contract must be approved by the Village Board of the Village of Cold Spring. Moreover, in no circumstances, shall the ATTORNEY obligate, or attempt to obligate, the VILLAGE by way of settlement or otherwise without the express written consent of the Village Board.

EIGHTH: For the professional services rendered to the VILLAGE, legal representation of the VILLAGE before the Village Justice Court for Vehicle and Traffic Law Violations, Penal Law Violations and Village Code Violations, the VILLAGE agrees to pay the Attorney an hourly fee at the rate of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) per hour for Attorney and EIGHTY-FIVE DOLLARS (\$85.00) per hour for Paralegal services.

The ATTORNEY shall properly maintain a detailed log, including time and disbursement records, relative to and contemporaneous with the services rendered by the ATTORNEY or the ATTORNEY'S staff for the proceeding month, the task for which reimbursement is sought, and the dates on which the work was performed. Any and all requests for payment to be made shall be submitted by the ATTORNEY on properly executed claim forms of the VILLAGE OF COLD SPRING and paid only after approval by the Village Board. In no event shall final payment be made to the ATTORNEY prior to the completion of all professional services, the filing of all necessary papers, the submission of reports and the approval of same by the Village Comptroller. No invoice shall be submitted and no compensation shall be paid, for work that was completed more than three months prior to the date that an invoice for said work was received by the Village of Cold Spring.

Prior to the making of any payments hereunder, the VILLAGE may, at its option, audit all files and any time and disbursement records of the ATTORNEY as are reasonably pertinent to this Agreement to substantiate the basis for payment. The VILLAGE shall not be restricted from withholding payment for cause found in the course of such audit or because of the failure of the ATTORNEY to cooperate with such audit. The VILLAGE shall, in addition, have the right to audit all files at any time and disbursement records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement.

It is understood and agreed by and between the parties hereto that the services to be rendered by the ATTORNEY in performance of this Agreement are a material element of this Agreement. Any failure to provide such services shall be deemed a material breach and this Agreement shall terminate in accordance with the provisions in Paragraph "ELEVENTH" hereof. No substitution of the services of the ATTORNEY by another shall be permitted during the term of this Agreement without the express written consent of the VILLAGE Board.

NINTH: The work to be performed pursuant to the terms of this Agreement shall commence promptly upon assignment of a matter to the ATTORNEY and shall be conducted in the best interests of the VILLAGE as determined by the VILLAGE Board or its designee. The ATTORNEY shall not assign or transfer any part of the contract, or any right or privilege granted hereunder, without the prior written consent of the Village of Cold Spring.

TENTH: The VILLAGE, upon thirty (30) days notice to the ATTORNEY, may terminate this Agreement in whole or in part when the VILLAGE deems it to be in its best interest. In such event, the ATTORNEY shall be compensated and the VILLAGE shall be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The ATTORNEY, upon ninety (90) days notice to the Village Clerk, may terminate this Agreement in whole or in part when the ATTORNEY deems it to be in his best interest.

In the event of a dispute as to the value of the services rendered by the ATTORNEY prior to the date of termination, it is understood and agreed that an independent third-party Attorney shall determine the value of such services rendered by the ATTORNEY. Such reasonable and good faith determination shall be accepted by the ATTORNEY as final.

The ATTORNEY expressly waives any and all liens of any nature whatsoever arising out of this Agreement.

In the event of termination, the ATTORNEY agrees to cooperate with the in-coming Attorney regarding substitutions of counsel and obtaining necessary court approvals.

ELEVENTH: ALL records compiled by the ATTORNEY in completing the work described in this Agreement, including but not limited to pleadings, transcripts, written reports, studies, computer printouts, graphs, charts, plans and all other similar recorded data, shall become and remain the property of the VILLAGE. The ATTORNEY shall deliver to the VILLAGE all

such records upon termination, or demand by the Village Board. The ATTORNEY may retain copies of such records for its own use.

TWELFTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the VILLAGE is void. The ATTORNEY shall not subcontract any part of the work without the written consent of the VILLAGE. ALL subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the ATTORNEY.

THIRTEENTH: The ATTORNEY agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The ATTORNEY further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The ATTORNEY represents and warrants that he has not employed or retained any person, other than a bonafide full-time salaried employee working solely for the ATTORNEY to solicit or secure this Agreement, and that he has not paid or agreed to pay any person (other than payments of fixed salary to a bonafide full-time salaried employee working solely for the ATTORNEY) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the VILLAGE may be entitled or any civil or criminal penalty to which any violator may be liable, the VILLAGE shall have the right, in its discretion, to terminate this Contract without liability and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

FOURTEENTH: The ATTORNEY shall comply at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the

ATTORNEY as an employer of labor or otherwise. The ATTORNEY shall 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.

FIFTEENTH: No discrimination by the ATTORNEY shall be permitted during the performance of this Agreement with respect to race, relation, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

SIXTEENTH: As an independent contractor, the ATTORNEY will be responsible for all damage, loss, or injury to persons or property that may arise in or be incurred during the conduct and progress of the work to be performed hereunder. The ATTORNEY agrees to defend the VILLAGE, its officers, agents, servants and employees from all suits, claims, demands, actions or proceedings, and to indemnify and save harmless the Village of Cold Spring, its officers, agents, servants and employees from all responsibility, liability or damages, including costs, expenses and attorneys' fees, arising out of any act, error and/or omission of the ATTORNEY, including professional negligence in the performance of professional services under this Agreement.

Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The ATTORNEY will comply with all insurance requirements contained in the VILLAGE's "Standard Insurance Provisions", a copy of which is annexed hereto and made a part hereof, including, but not limited to, the requirement that the Village of Cold Spring be named as additional

insured on all required insurance policies, including professional liability insurance.

SEVENTEENTH: The failure of the VILLAGE 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 VILLAGE of any provision hereof shall be implied.

EIGHTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the VILLAGE: Village Clerk
Village of Cold Spring
85 Main Street
Cold Spring, New York 10516

To the ATTORNEY: Law Office of Andres D. Gill, PLLC
Attention: Andres D. Gil, Esq.
973 Route 22, Suite 3
Brewster, NY 10509

All notices shall be effective on the date of mailing.

NINETEENTH: 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 shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

TWENTIETH: This Agreement shall not be enforceable until signed by all parties.

TWENTY-FIRST: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

TWENTY-SECOND: This Agreement is executed in two (2) counterpart originals, each of which constitute an original and all of which, when taken together, shall constitute one Agreement.

TWENTY-THIRD: The ATTORNEY shall procure and maintain at his own expense, and without expense to the Village of Cold Spring, the insurance specified in the Request for Proposals, and shall maintain said insurance for all work performed during the duration of this Agreement. The ATTORNEY shall file with the Village of Cold Spring (i) a Certificate or Certificates of Insurance issued by an authorized agent of the carriers named thereon evidencing the insurance coverages required by the preceding provisions of this Paragraph “TWENTY-THIRD” and Paragraph “SIXTEENTH” naming the VILLAGE as “certificate holder” and “additional insured”, making specific reference to this Contract, and containing a provision that all coverages indicated thereon cannot be cancelled except upon no less than 30 days notice to each of the Certificate Holders; (ii) a certified copy of each of the insurance policies listed on the Certificate or Certificates of Insurance referred to above; (iii) copies of the Declarations page for each policy and additional insured endorsements for each such policy indicating the VILLAGE as additional insured thereon.

TWENTY-FOURTH: The ATTORNEY shall complete a “Request for Taxpayer Identification Number and Certification” form (IRS Form W-9), a copy of which is annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

VILLAGE OF COLD SPRING

LAW OFFICE OF ANDRES D. GIL, PLLC

By: _____
Kathleen E. Foley, Mayor

Andres D. Gil, Esq.

STATE OF NEW YORK)
) SS;
COUNTY OF PUTNAM)

On the ____ day of _____ in the year 20__ before me, the undersigned personally appeared Kathleen E. Foley personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same; in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS;
COUNTY OF PUTNAM)

On the ____ day of _____ in the year 20__ before me, the undersigned personally appeared Andres D. Gil, Esq, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same; in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**Board of Trustees
Monthly Meeting Minutes
January 12, 2022**

The Board of Trustees of the Village of Cold Spring held its Monthly Meeting at 7:00 pm on Wednesday January 12, 2022, via videoconference as per Chapter 1 of the NYS Laws of 2022. Present were Mayor Kathleen E. Foley, Trustees Tweeps Philips Woods, Joe Curto, and Cathryn Fadde. Trustee Eliza Starbuck was absent. The meeting was called to order at 7:05 p.m.

Opening Remarks

Mayor Foley welcomed all to the first Board of Trustees Monthly Meeting of the New Year.

Monthly Reports

Financial: Accountant Michelle Ascolillo submitted the financial report (attached).

Mayor Foley noted that Budget Worksheets will be sent to all Village Departments the first week of February. No comments from the Trustees.

- **Resolution 01-2022** (see attached) Budget Adjustments for the 2021/2022 Fiscal Year was offered by Mayor Foley for adoption and seconded by Trustee Fadde. Upon roll call vote, the resolution passed by a vote of 4-0-0-1 (Trustee Starbuck absent).

Highway Department: Highway Department Crew Chief Robert Downey submitted the report (attached). Mayor Foley noted that the Village had engaged Royal Carting to assist in garbage and recycling pick-up during the temporary staff shortages, and she commended Highway Department crew for their team work.

Water and Wastewater: Water and Wastewater Superintendent submitted the report (attached). Mayor Foley noted that Department head Matt Kroog is helping to develop an RFP for an engineering firm to look at water, sewage and other related issues.

Building Department: Building Inspector Charlotte Mountain submitted the report (attached). Mayor Foley noted that Inspector Mountain is inspecting Village municipal buildings for assessment of maintenance and safety issues.

Police Department: OIC Larry Burke will be submitting his report which will be added to the website. Mayor Foley noted that the two (2) new police cars are now on the road. Mayor Foley also commended Officers Close and Hipple for covering shifts during temporary staff shortages.

Cold Spring Fire Company: Chief Phillips report submitted (attached). Mayor Foley commended Village Fire Company Volunteers for assisting in the rescue of an injured hiker on Anthony's Nose and noted the use of the new ATV in that rescue. Mayor Foley commented that a discussion should be had about Village coverage when firefighters are engaged in a rescue effort.

Justice Court: Village Justice Thomas Costello submitted report (see attached).

Historic District Review Board: Vice Chair Sean Conway submitted the report (attached).

Planning Board: No activity for the month of December.

Zoning Board: No activity for the month of December.

Tree Advisory Board: Chair Jennifer Zwarich submitted the report (attached). Mayor Foley provided background information regarding Climate Smart Philipstown Initiative which sought input from local not-for-profits, and other organizations for strategies to reduce the carbon footprint. Boscobel has proposed a return to a more native landscape on portions of their site, and is seeking advice and guidance from the Village TAB in that effort. TAB is seeking the support of the Board of Trustees in sharing their expertise, in a solely advisory role.

Town of Philipstown: Council Member Robert Flaherty presented report via Zoom (report also attached).

Report of the Legislator: Legislator Nancy Montgomery present via Zoom. She looks forward to working with the Village and the Town of Philipstown cohesively. Legislator Montgomery hopes more rapid COVID 19 test kits will be forthcoming from New York State. Masks are available from the state for residents and businesses, as well. She reports New County Legislature Chairman Sullivan and Vice Chairman Jonke were appointed at the annual legislative reorganizational meeting. No legislative committee appointments have yet been made. She has asked for appointment to the Health Committee and Protective Services Committee, based upon her background, training, and past work experience.

Cold Spring Chamber of Commerce: Jeff Mikkelson, Advocacy Chair, presented the report via Zoom (report also attached).

Report of the Mayor and the Board of Trustees: Mayor Foley stated that going forward, each Trustee will report on what they are working on at the Monthly Meeting.

Mayor Foley reported the following:

Village Attorney Furst has drafted a Parking Agreement for 40 Main Street, which will be reviewed by the Mayor and shared with the Board before being sent to the Owner.

Mayor Foley reports a scheduled meeting with Parks on the updates for the Fjord Trail and Shoreline Stabilization Docksides Project. Legislator Montgomery and Assemblywoman Galef will be present. Parks will be asked to make a public presentation on the Shoreline Stabilization Project. Mayor Foley commented that Parks has been responsive to safety issues in that area, marking pipes and making safe pedestrian pathways.

Village resident Ed Currelley will be named Chair of a community advisory group as part of the Village Police Reinvention Initiative. The group will meet next week and submit their report and work plan.

Trustees report the following:

- Trustees Fadde and Starbuck have been working on parking issues, and have met with Jack Goldstein to review previous work and recommendations. Mayor Foley suggested Main Street residents be asked to participate in the process to ensure representation of those stakeholders. Trustee Fadde commented that parking signage could be improved in the area of Mayor's Park.
- Trustee Woods reported that she, Trustee Curto and Chief Phillips did a walk-thru in the Firehouse to look for potential mold and/or water damage issues. The visit was beneficial to understanding the building issues, and foster an open working relationship with the Fire Company.
- Trustee Curto reported that he has been to the Fire Company with Building Inspector Mountain, a roofing company, and a building envelope company. Chief Phillips has been present each time. All involved look forward to improved communication with the Board. Various Village buildings and facilities have been inspected for conditions and safety concerns. Trustee Curto thanks Jeff Vidakovich and Michelle Ascolillo for assisting him in accessing documents, budgets and systems. He has contacted insurance agent re: policy coverage.
- Trustee Starbuck (absent) reported to Mayor Foley that [M1]she is looking at the Chapter 100 Short Term Rental Code (STR) and will convene with community members to discuss issues including better compliance with the law.

Mayor Foley expressed the Board's gratitude to Former Trustee Marie Early for assisting Joe Curto on his analysis of the Royal Garbage bid.

Mayor Foley recognized Cory Thomas of the Highway Department for his excellent work. Trustee Fadde made a motion to increase his salary by \$1.35 an hour. Trustee Curto seconded the motion and it passed 4-0-0-1 (E. Starbuck absent).

Recreation Commission: Jeff Amato present via Zoom (report attached). Commission is pursuing grants to rehabilitate Village Parks to increase recreational use by residents and visitors. The Commission is looking at ways to improve signage to be clearer and more welcoming.

J. Amato presented plans for the 911 Memorial to be erected at the entrance to the Patriot Garden in McConville Park. Commission is working with Eagle Scouts to design the signage, and determine materials to be used. Mayor Foley suggested a meeting with the HDRB for guidance, as

the park is within the Historic District and that board has reviewed previous signage placed in the park.

J. Amato proposed hiring of an Event Coordinator to assist the Commission, and shared the proposed description for the position to the Board. Duties of an Event Coordinator would include working with applicants, Highway Department, Village Clerk and Police Department, to ensure compliance and positive experiences for applicants and the Village. J. Amato presented a proposed Fee & Security Deposits for Ticketed and Non-ticketed Events for both “for Profit” and 501(c)(3) organizations. Discussion ensued regarding the appropriateness of the fees and how to incorporate costs of an Event Coordinator, and any potential additional costs incurred to the Village.

Old Business

Outsourcing Garbage and Recycling Pick-up

Mayor Foley noted that Royal Carting has been on call for refuse and recycling during the recent staff shortages and will remain available until February. Trustee Curto summarized the history of Board action re: outsourcing refuse and recycling:

- In November of 2021 the Board published a bid document for submissions.
- Royal Carting submitted the lowest bid on 11/19/2021.
- The prior Board discussed cost of hiring Royal Carting and benefit to the Highway Department but no Board consensus was reached.

Discussion ensued on the pros and cons of outsourcing refuse and recycle.

Mayor Foley stressed the complexity of the issues and the need to identify and prioritize health and safety. She commented that currently the Highway Dept. has too few workers and not enough hours for task deployment. A call is scheduled with Royal Carting to discuss the bid and answer questions about the process.

Trustee Curto noted the Village garbage truck is on its last legs, and replacement would cost approximately \$215K^[M2]. Village Clerk Jeff Vidakovich noted that with current supply shortages it would likely take several months to obtain a replacement truck.

Trustee Curto commented that repairs to Village Plants/Capitol Projects have to be considered. Trustee Fadde asked about the costs of hiring additional Highway Dept. staff compared to the cost of outsourcing to Royal Carting. J. Curto suggested that Royal Carting do a public presentation on January 26, 2022. The Board would then engage in a cost/benefit analysis to make a decision.

Covid Vaccination Policy:

Mayor Foley commented on the recent staff shortages due to COVID and the need for a consistent and clear interim policy on vaccination and testing to clarify Village protocol and referencing CDC Guidance. Mayor Foley is working with the Village Attorney J. Furst to draft comprehensive

guidelines with an review date to ensure flexibility. Mayor Foley made a motion to table decision on the policy until January 20, 2022. Trustee Fadde seconded the motion and it passed 4-0-0-1 (E. Starbuck absent).

Correspondence:

The Board received a request from a Village resident for waiver of penalty on late tax payment (see attached). J. Vidakovich and Village Accountant Michelle Ascolillo (present via phone) clarified the billing and payment process: tax bills are mailed out to residents on June 1st and public notice is published. Reminders are sent out in January. Penalties are assessed at five (5) percent on July 1, and an additional one (1) percent per month thereafter. Putnam County reimburses the Village for unpaid taxes and then begins collection procedures. Residents who have outstanding taxes are assessed a fee from the County, the Village is not charged. The request was declined.

Public Comment

There was no public comment.

Adjournment

T. Woods made a motion to adjourn. J. Curto seconded the motion and it passed by a vote of 4-0-0-1 (E. Starbuck absent). Meeting adjourned at 8:49 p.m.

Prepared by: Karen Herbert

Jeff Vidakovich, Village Clerk-Treasurer

Date

Resolution #: 01-2022

Moved by: Mayor Kathleen E. Foley

Seconded by: Trustee Cathryn Fadde

Resolved that (1) The Board of Trustees of The Village of Cold Spring hereby approves the following

Budget Adjustment(s) for the **2021/2022** fiscal year:

(1)			
To:	A00-1340-400	Budget & Other Notices	\$713
	A00-5110-420	Highway St. Maint: Equipment Repair	\$3,000
From:	A00-8160-430	Recycling: Contractual	(\$3,713)
		<i>To reallocate among Highway Department for Laborer Ad & to allow to for more repairs if needed</i>	
To:	A00-1620-200	Shared Svcs: Equipment	\$159
	A00-1640-410	Shared Svcs: Restrooms	\$2,000
	A00-8560-400	Tree Removal Contractual	\$2,200
From:	A00-1640-418	Shared Services: Municipal Building Improvements	(\$4,359)
		<i>To reallocate among Shared Services accounts for AC unit, rented portable toilets, and tree work for the Main St. Wall project.</i>	
To:	A00-3120-475	Parking Enforcement Clothing	\$171
From:	A00-3120-479	Police Clothing Aronow	(\$171)
		<i>To reallocate clothing allowance from officer no longer employed</i>	
To:	A00-1010-445	Board of Trustees: Computer Support	\$478
	A00-1210-400	Mayor: Contractual	\$1,737
	A00-1110-460	Justice: Software Fees	\$36
	A00-1620-447	Shared Services: Technology	\$1,316
From:	A00-9040-800	Workers Compensation Insurance	(\$3,567)
		<i>To reallocate from savings for Equipment Upgrades, email accounts, and labor for set up of new Trustees</i>	
To:	A00-7140-400	Recreation: Contractual	\$31

	A00-7140-405	Dockside: Contractual	\$368
From:	A00-7110-400	Recreation: Improvements	(\$399)
		<i>To reallocate among Recreation for concrete for benches & Scag repairs</i>	

And (2) The accountant is hereby authorized to transfer such funds immediately.

On roll call vote:

Trustee Joe Curto voted:	Aye
Trustee Cathryn Fadde voted:	Aye
Trustee Eliza Starbuck voted:	Absent
Trustee Tweeps Phillips Woods voted:	Aye
Mayor Kathleen E. Foley voted:	Aye

Resolution officially adopted on January 12, 2022 by a vote of 4-0-0-1.

Jeffrey Vidakovich-Village Clerk/Treasurer