



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, *DEPUTY MAYOR*
JOE CURTO, *TRUSTEE*
CATHRYN FADDE, *TRUSTEE*
ELIZA STARBUCK, *TRUSTEE*

JEFF VIDA KOVICH, *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 - Monthly Meeting
Via Videoconference as per Chapter 1 of NYS Local Laws Of 2022
Wednesday, February 9, 2022

1. Roll call
2. Opportunity to Request Vote to Add Agenda Items
3. Report of Town of Philipstown
4. Financial Report
 - a. Approve forwarding the list of unpaid taxes to Putnam County for collection
5. Report of the Highway Department
6. Report of Water and Wastewater Departments
7. Report of Building Department
8. Report of the Police Department
9. Report of the Fire Company
10. Report of Justice Court
11. Report of Historic District Review Board
12. Report of Planning Board
13. Report of Zoning Board of Appeals
14. Report of Tree Advisory Board
15. Report of the Recreation Commission
 - a. Approval of Event Applications & Event Coordinator job description
16. Report of the Legislator
17. Report of the Chamber of Commerce
18. Report of the Mayor and Board of Trustees
19. Resolution 02-2022 Accepting Refuse and Recycling Bid
20. Authorize mayor to sign agreements with Philipstown
 - a. IMA for Snow Removal
 - b. Use of Sander
21. Correspondence; Request for exemption from §100-5C(6)
22. Approval of Bills: Batch #: 6361 Amount: \$136,423.11
23. Approval of Minutes: 1/19/22, 1/26/22
24. Public Comment

Join Zoom Meeting:

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

Or by phone: 646-558-8656

Meeting ID: 889 8385 3791

Passcode: 365616

02/08/2022 4:11 PM

Feb 9th, 2022 Village of Cold Spring Report

1. New Highway Garage Dry wells are in place and all required piping is connect, these are used for collecting all water that is used to wash the trucks and equipment, then the water is releases slowly into the earth. This an environmental requirement. Sides and Front walls were formed and pour with concert. Building is expected to arrive in May. We maybe shutting down the job until it warms up as there isn't much work that can be performed. Our Highway Supervisor hasn't been feeling well and we hope for speedy recover for Carl.
2. We passed two Inter-Municipal Agreements with you, 1 for the mutual Aid for Winter snow removal and ice control, 2nd for the 2001 Ford F450 plow and Sander.
3. Putnam County Sheriff McConville and Under Sheriff addressed our board, to speak about communications Plan they are in the process of rolling out.
4. We discussed Food scrape recycling we are at the very early stages of this. This leads us into Philipstown Recycling Center located at 59 Lane Gate Road.
Hours of operation: Saturdays from 9:00 Am to 3:00 PM
What is accepted: Household recycling, paper cardboard, plastic bottles container, anything that has the recycling logo on it, also accept, white metals, refrigerators, Stoves, ovens, Air conditioners. We have a program where extract the Freon before we scrap the metal which we do a small fee from the scrape. We are in the process of starting up E-Waste Recycling as well and the plan to start this up in March, we'd like to do a 6-month pilot program at no charge and determined the volume before we start charging as all towns do at this time.
5. We have no open vacancies on any of our boards, we just appointed Janice Hogan to the Zoning Board of Appeals, and Scott Silver to the Conservation Board.
6. The wall on Main St is looking very good. Nice work on the stone mason.



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Financial Highlights – February 9, 2022

- The list of parcels & amounts with unpaid Village Taxes is on Agenda to be approved to send to Putnam County, who will send the Village the amount owed.
 - \$43,377.26 in Taxes and \$5,211.60 in penalties
- 1099s & W2s have been mailed/handed out
- ACA forms are due on March 2nd
- Budget worksheets are going out/have gone out to Departments this week
 - Budget must be adopted by May 1st
- ARPA
 - NYCOM webinar 2/2/22 explained many positive changes effective 4/1/22
 - Treasury implemented standard allowance of \$10 million for replacing lost revenue
 - No need to prove lost revenue anymore if under \$10 million
 - Benefit of taking standard allowance is less restrictions on how ARPA funding can be spent and simplified reporting requirements
 - Qualified expenses for traditional definition of government service
 - First report due 4/30/22
- Infrastructure Investment and Jobs Act (IIJA) – Build Back Better
 - Focuses on 3 Main Categories
 - Transportation
 - Climate, Energy, Environment
 - Broadband, Cyber, & Other
 - Including increasing Clean Water/Drinking Water funding through existing availability with EFC
 - Money is available through competitive grant awards or through the State
 - Variety of funding sources have staggered release dates each quarter of 2022
- Grants from NYS
 - More info should be released after the State adopts their budget by 4/1/22
- General Fund, Water Fund, Sewer Fund Revenue & Expense statements are attached.
 - General Fund Expenses – Budget overages for future budget transfer resolution
 - Both Police vehicles were delivered and paid for in January, but insurance proceeds will offset a majority of the budgeted line overage
 - New snow plow was purchased

M. Ascolillo 2/5/2022

Date: 02/05/2022

Time: 3:07:25PM

Statement of Actual & Estimated Revenue
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User:MICHELL

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Village of Cold Spring

For Period Ending 01/31/2022

Selecting on FUND from A00 to A00

ACCOUNT DESCRIPTION	Original Budget	Estimated Revenue	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A00-1001-000						
Real Property Taxes	1,745,300.00	1,745,300.00	22,533.78	1,729,429.66	15,870.34	99.09
A00-1001-100						
Real Property Tax-Firemans Service Awar	18,200.00	18,200.00	224.37	17,782.86	417.14	97.71
A00-1001-101						
Other-Firemans Service Awards	16,800.00	16,800.00		6,280.00	10,520.00	37.38
A00-1090-000						
Int & Penalties: Real Property Tax	8,500.00	8,500.00	2,503.45	5,742.70	2,757.30	67.56
A00-1170-000						
Franchises	42,000.00	42,000.00		15,330.20	26,669.80	36.50
A00-1520-000						
Police Fees	750.00	750.00		27.00	723.00	3.60
A00-1560-000						
Bldg/Fire: Permit Fees	27,500.00	27,500.00	975.00	14,417.50	13,082.50	52.43
A00-1603-000						
Vital Statistic Fees	2,800.00	2,800.00	355.00	1,417.00	1,383.00	50.61
A00-1721-000						
Parking Lots & Garages: Non-Tax	5,551.00	5,551.00		2,775.66	2,775.34	50.00
A00-1741-000						
Parking Meter Fees	36,120.00	36,120.00	910.71	12,893.26	23,226.74	35.70
A00-2001-000						
Park & Rec Charges	500.00	500.00		2,200.00	1,700.00-	440.00
A00-2110-000						
Zoning Fees	350.00	350.00		150.00	200.00	42.86
A00-2115-000						
Planning Board Fees	100.00	100.00			100.00	
A00-2189-110						
Income from sale of recycling material				64.00	64.00-	
A00-2189-120						
Historic District Review Board: Application	620.00	620.00	190.00	750.00	130.00-	120.97
A00-2262-001						
Fire Protection Service: Phillipstown	48,406.00	48,406.00			48,406.00	
A00-2262-002						
Fire Protection Service: Nelsonville	30,356.00	30,356.00		30,356.00		100.00
A00-2401-000						
Interest & Earnings	780.00	780.00	39.42	335.22	444.78	42.98
A00-2590-000						
Permits/Waivers: Vend, Parking & Other	6,225.00	6,225.00		41,086.00	34,861.00-	660.02
A00-2610-000						
Fines & Foreited Bail	75,000.00	75,000.00	7,016.00	42,755.00	32,245.00	57.01
A00-2660-000						
Sales of Real Property				2,000.00	2,000.00-	

Date: 02/05/2022

Time: 3:07:25PM

Statement of Actual & Estimated Revenue
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Village of Cold Spring

For Period Ending 01/31/2022

Selecting on FUND from A00 to A00

ACCOUNT DESCRIPTION	Original Budget	Estimated Revenue	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A00-2665-000						
Sales of Equipment				15,915.00	15,915.00-	
A00-2680-000						
Insurance Recoveries			31,763.57	31,763.57	31,763.57-	
A00-2701-000						
Refund of Prior Yr Expenditures			227.94	2,370.44	2,370.44-	
A00-2770-000						
Miscellaneous Revenues				8,316.67	8,316.67-	
A00-3001-000						
St. Revenue Sharing (Per Capita)	16,537.00	16,537.00			16,537.00	
A00-3005-000						
Mortgage Tax	30,460.00	30,460.00		24,923.72	5,536.28	81.82
A00-3089-300						
State Aid - Greenway	1,000.00	1,000.00		9,000.00	8,000.00-	900.00
A00-3089-410						
STATE AID: NYSERDA	15,401.00	15,401.00			15,401.00	
A00-3501-000						
Consolidated Highway Aid (CHIPS)	159,417.00	159,417.00			159,417.00	
A00-3501-100						
CHIPS PAVE NY	22,476.00	22,476.00			22,476.00	
A00-4089-120						
Federal Aid: ARPA				99,845.86	99,845.86-	
A00-5031-000						
Interfund Transfers	338,000.00	338,000.00			338,000.00	
A00-5031-100						
Interfund Transfer: Water	18,000.00	18,000.00			18,000.00	
A00-5031-200						
Interfund Transfer: Sewer	18,000.00	18,000.00			18,000.00	
Total for :	2,685,149.00	2,685,149.00	66,739.24	2,117,927.32		78.88
A00 (- A00)						

Date: 02/05/2022

Time: 12:23:14PM

Statement of Actual & Estimated Revenue

User:MICHELL

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Village of Cold Spring

For Period Ending 01/31/2022

Selecting on FUND from F00 to F00

ACCOUNT DESCRIPTION	Original Budget	Estimated Revenue	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
F00-2140-100						
Usage Cold Spring	155,000.00	155,000.00	36,646.84	123,705.07	31,294.93	79.81
F00-2140-200						
Usage: Nelsonville/Philipstown	25,000.00	25,000.00	5,979.68	19,999.24	5,000.76	80.00
F00-2142-100						
Flat Rate: Cold Spring	303,975.00	303,975.00	76,276.60	228,829.80	75,145.20	75.28
F00-2142-200						
Flat Rate: Nelsonville/Philipstown	87,518.00	87,518.00	21,882.01	65,646.03	21,871.97	75.01
F00-2144-100						
Flat Rate: Endpoint Technology Fee	10,081.00	10,081.00	2,525.82	7,574.79	2,506.21	75.14
F00-2148-100						
Penalty: Cold Spring	3,800.00	3,800.00		2,709.78	1,090.22	71.31
F00-2148-200						
Penalty: Nelsonville/Philipstown	3,000.00	3,000.00		2,684.47	315.53	89.48
F00-2401-000						
Interest Earnings	500.00	500.00	32.13	269.65	230.35	53.93
F00-2770-000						
Miscellaneous Revenue	500.00	500.00	2,108.75	5,573.75	5,073.75-	1114.75
Total for : F00 (- F00)	589,374.00	589,374.00	145,451.83	456,992.58		77.54

Statement of Expenditures, Encumbrances & Appropriations

Village of Cold Spring
For Period Ending 01/31/2022

Selecting on FUND from F00 to F00

ACCOUNT ACCOUNT DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F00-1320-400							
Auditor: Contractual	3,000.00	3,000.00	750.00	3,000.00			100.00
F00-1910-400							
Unallocated Insurance	44,558.00	44,558.00	21,626.39	43,323.55		1,234.45	97.23
F00-1950-400							
Taxes & Assessments	650.00	650.00				650.00	
F00-1990-400							
Contingent Account	4,264.00	4,264.00				4,264.00	
F00-8310-200							
Administration: Equipment	2,000.00	2,000.00				2,000.00	
F00-8310-400							
Administration: Secondary Operation	4,400.00	4,400.00	600.00	2,517.50		1,882.50	57.22
F00-8310-405							
Administration: Contractual	4,200.00	4,200.00	6.00	1,849.81		2,350.19	44.04
F00-8310-410							
Administration: Supplies	700.00	700.00		253.65		446.35	36.24
F00-8310-415							
Attorney: Contractual	5,000.00	5,000.00				5,000.00	
F00-8310-420							
Administration: Computer Software P	4,148.00	4,148.00	101.94	2,824.15		1,323.85	68.08
F00-8310-421							
Admin: Endpoint Technology Fee	10,253.00	10,253.00	840.16	5,885.57		4,367.43	57.40
F00-8310-430							
Administration: Computer Support	900.00	900.00	79.00	626.99		273.01	69.67
F00-8311-400							
Building & Grounds	2,500.00	2,500.00	237.14	257.12		2,242.88	10.28
F00-8320-130							
Source of Supply: Personal Services	2,500.00	2,500.00		274.94		2,225.06	11.00
F00-8320-200							
Source of Supply: Equipment	6,000.00	6,000.00				6,000.00	
F00-8320-400							
Source of Supply: Contractual	4,000.00	4,000.00	535.00	1,605.73		2,394.27	40.14
F00-8320-420							
Source of Supply: Dam Engineering	50,000.00	50,000.00				50,000.00	
F00-8330-100							
Purification: Personal Service	124,830.00	124,830.00	10,907.65	81,352.02		43,477.98	65.17
F00-8330-200							
Purification: Equipment	38,000.00	38,000.00		203.65		37,796.35	0.54

Statement of Expenditures, Encumbrances & Appropriations

Village of Cold Spring
For Period Ending 01/31/2022

Selecting on FUND from F00 to F00

ACCOUNT ACCOUNT DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F00-8330-210							
Purification: Supplies	3,500.00	3,500.00	453.97	2,736.77		763.23	78.19
F00-8330-230							
Purification: Sludge Disposal	9,500.00	9,500.00	7,487.72	7,487.72		2,012.28	78.82
F00-8330-410							
Purification: Engineer Contract	20,000.00	20,000.00		1,800.00		18,200.00	9.00
F00-8330-413							
Purification: Equipment Repair	10,000.00	10,000.00	251.67	2,811.91		7,188.09	28.12
F00-8330-420							
Purification: Auto Expense	1,000.00	1,000.00				1,000.00	
F00-8330-421							
Purification: Gasoline	1,582.00	1,582.00	285.84	1,082.09		499.91	68.40
F00-8330-430							
Purification: Electricity	19,000.00	19,000.00	3,095.52	14,308.96		4,691.04	75.31
F00-8330-440							
Purification: Heating	5,733.00	5,733.00	725.07	2,161.68		3,571.32	37.71
F00-8330-450							
Purification: Chemical	23,000.00	23,000.00	4,918.54	20,490.83		2,509.17	89.09
F00-8330-460							
Purification: Maintenance	6,800.00	6,800.00		4,632.92		2,167.08	68.13
F00-8330-470							
Purification: Phone/Fax	2,580.00	2,580.00	191.57	1,368.21		1,211.79	53.03
F00-8330-481							
Clothing & Eyecare: Monroe	550.00	550.00	250.00	250.00		300.00	45.45
F00-8330-483							
Clothing & Eyecare: Kroog	550.00	550.00		247.00		303.00	44.91
F00-8330-485							
Clothing & Eyecare: Kitzweger	550.00	550.00		154.99		395.01	28.18
F00-8330-490							
Purification: Lab Analysis	7,750.00	7,750.00				7,750.00	
F00-8340-100							
Trans & Distr Repair & Maint: Person	2,500.00	2,500.00				2,500.00	
F00-8340-400							
Transmission & Distribution - Contra	170,000.00	170,000.00		9,659.67		160,340.33	5.68
F00-8340-420							
Transmission & Distribution - Engine	5,000.00	5,000.00				5,000.00	
F00-9010-800							
State Retirement	15,500.00	15,500.00		17,350.00		1,850.00-	111.94

Date: 02/05/2022

Time: 2:19:35PM

Statement of Expenditures, Encumbrances & Appropriations

User: MICHELLE

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Village of Cold Spring
For Period Ending 01/31/2022

Selecting on FUND from F00 to F00

ACCOUNT ACCOUNT DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F00-9030-800							
Social Security	7,895.00	7,895.00	673.76	5,042.10		2,852.90	63.86
F00-9035-800							
Medicare	1,847.00	1,847.00	157.53	1,179.21		667.79	63.84
F00-9040-800							
Workers' Compensation	7,250.00	7,250.00	278.52	7,340.24		90.24-	101.24
F00-9055-800							
Disability Insurance	350.00	350.00		442.63		92.63-	126.47
F00-9060-800							
Medical Insurance	43,806.00	43,806.00	4,743.67	34,782.08		9,023.92	79.40
F00-9060-802							
Dental: Kroog	1,000.00	1,000.00		745.00		255.00	74.50
F00-9060-805							
Dental: Kitzweger	500.00	500.00				500.00	
F00-9730-600							
BAN Principle	78,000.00	78,000.00				78,000.00	
F00-9730-700							
BAN Interest	18,728.00	18,728.00				18,728.00	
F00-9901-900							
Transfer to Other Funds	18,000.00	18,000.00				18,000.00	
Totals for :	794,374.00	794,374.00	59,196.66	280,048.69		514,325.31	35.25
F00 (- F00)							

Date: 02/05/2022

Time: 12:22:54PM

Statement of Actual & Estimated Revenue

User:MICHELL

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Village of Cold Spring

For Period Ending 01/31/2022

Selecting on FUND from G00 to G00

ACCOUNT DESCRIPTION	Original Budget	Estimated Revenue	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
G00-2120-100						
Flat Rate Rents: Cold Spring	480,210.00	480,210.00	120,533.66	361,600.98	118,609.02	75.30
G00-2120-200						
Flat Rate Rents: Nelsonville/Philipstown	7,770.00	7,770.00	1,942.60	5,827.80	1,942.20	75.00
G00-2121-100						
Usage: Cold Spring	55,000.00	55,000.00	13,489.21	45,500.65	9,499.35	82.73
G00-2121-200						
Usage: Nelsonville/Philipstown	1,000.00	1,000.00	244.94	857.95	142.05	85.80
G00-2128-100						
Penalty: Cold Spring	3,800.00	3,800.00		2,849.35	950.65	74.98
G00-2128-200						
Penalty: Nelsonville/Philipstown				18.70	18.70-	
G00-2401-000						
Interest & Earnings	8,321.00	8,321.00	2,408.85	6,711.76	1,609.24	80.66
Total for :	556,101.00	556,101.00	138,619.26	423,367.19		76.13
G00 (- G00)						

Date: 02/05/2022

Time: 2:20:30PM

Statement of Expenditures, Encumbrances & Appropriations

User: MICHELLE

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Village of Cold Spring
For Period Ending 01/31/2022

Selecting on FUND from G00 to G00

ACCOUNT ACCOUNT DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
G00-1320-400							
Auditor: Contractual	3,000.00	3,000.00	750.00	3,000.00			100.00
G00-1380-400							
Fiscal Agent Fees	1,550.00	1,550.00		1,424.00		126.00	91.87
G00-1410-400							
Attorney: Contractual	3,000.00	3,000.00				3,000.00	
G00-1910-400							
Unallocated Insurance	22,487.00	22,487.00	11,395.21	22,827.70		340.70-	101.52
G00-1990-400							
Contingent Account	3,939.00	3,939.00				3,939.00	
G00-8110-200							
Administration: Equipment	4,000.00	4,000.00				4,000.00	
G00-8110-400							
Administration: Contractual	2,500.00	2,500.00		2,290.98		209.02	91.64
G00-8110-410							
Administration - Supplies	800.00	800.00		695.36		104.64	86.92
G00-8110-420							
Administraion: Computer Software P	2,723.00	2,723.00	4.00	2,734.21		11.21-	100.41
G00-8110-430							
Admin: Computer Support	300.00	300.00				300.00	
G00-8120-415							
Sanitary Sewer: Equipment Repair	7,000.00	7,000.00				7,000.00	
G00-8120-417							
Sanitary Sewer: Repairs & Improvem	20,000.00	20,000.00	1,781.20	3,255.40		16,744.60	16.28
G00-8120-418							
Sanitary Sewer: Engineering for I & I	15,000.00	15,000.00				15,000.00	
G00-8120-420							
Sanitary Sewer: Electricity	5,000.00	5,000.00		871.85		4,128.15	17.44
G00-8130-100							
Treatment & Disposal: Personal Serv	105,719.00	105,719.00	12,783.21	75,787.38		29,931.62	71.69
G00-8130-200							
Treatment & Disposal: Equipment	12,000.00	12,000.00				12,000.00	
G00-8130-210							
New Equipment Consumable	3,000.00	3,000.00	825.59	1,311.68		1,688.32	43.72
G00-8130-410							
Treatment & Disposale: Personal Tra	600.00	600.00				600.00	
G00-8130-411							
Treatment & Disposal: Sludge Manag	42,000.00	42,000.00	8,147.80	29,973.20		12,026.80	71.36

Date: 02/05/2022

Time: 2:20:30PM

Statement of Expenditures, Encumbrances & Appropriations

User: MICHELLE

Page:2

Village of Cold Spring
For Period Ending 01/31/2022

Selecting on FUND from G00 to G00

ACCOUNT ACCOUNT DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
G00-8130-412							
Treatment & Disposal: Administration	2,000.00	2,000.00				2,000.00	
G00-8130-413							
Treatment & Disposale: Equipment R	8,000.00	8,000.00		1,649.68		6,350.32	20.62
G00-8130-414							
Equipment Repair: IN	1,000.00	1,000.00				1,000.00	
G00-8130-420							
Treatment & Disposal: Auto Expense	1,000.00	1,000.00		573.40		426.60	57.34
G00-8130-421							
Treatment & Disposal: Gasoline	1,582.00	1,582.00	108.72	159.45		1,422.55	10.08
G00-8130-430							
Treatment & Disposal: Electricity Pla	21,000.00	21,000.00	2,090.12	13,396.24		7,603.76	63.79
G00-8130-440							
Treatment & Disposal: Heating	3,000.00	3,000.00		705.87		2,294.13	23.53
G00-8130-450							
Treatment & Disposal: Disinfection	2,750.00	2,750.00		2,496.65		253.35	90.79
G00-8130-460							
Treatment & Disposal: Maintenance C	3,000.00	3,000.00	590.00	1,496.22		1,503.78	49.87
G00-8130-461							
Treatment & Disposal: Engineer Cont	4,000.00	4,000.00				4,000.00	
G00-8130-470							
Treatment & Disposal: Telephone	2,136.00	2,136.00	165.16	1,255.90		880.10	58.80
G00-8130-480							
Treatment & Disposal: Building & Gro	5,100.00	5,100.00	419.60	540.92		4,559.08	10.61
G00-8130-490							
Treatment & Disposal: Chemical Tes	1,750.00	1,750.00	390.00	1,620.00		130.00	92.57
G00-8130-491							
Laboratory Supplies	500.00	500.00		43.52		456.48	8.70
G00-9010-800							
State Retirement	12,500.00	12,500.00		9,757.00		2,743.00	78.06
G00-9030-800							
Social Security	6,555.00	6,555.00	789.57	4,679.57		1,875.43	71.39
G00-9035-800							
Medicare	1,533.00	1,533.00	184.70	1,094.38		438.62	71.39
G00-9040-800							
Workers' Compensation	4,750.00	4,750.00	177.24	5,150.54		400.54-	108.43
G00-9055-800							
Disability Insurance	350.00	350.00		442.63		92.63-	126.47

Date: 02/05/2022

Time: 2:20:30PM

Statement of Expenditures, Encumbrances & Appropriations

User: MICHELLE

Page:3

Village of Cold Spring
 For Period Ending 01/31/2022
 Selecting on FUND from G00 to G00

ACCOUNT ACCOUNT DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
G00-9060-800							
Medical Insurance	67,697.00	67,697.00	8,919.13	49,888.58		17,808.42	73.69
G00-9060-802							
Dental: Monroe	1,000.00	1,000.00				1,000.00	
G00-9710-600							
Serial Bonds: Principal	50,000.00	50,000.00	20,000.00	50,000.00			100.00
G00-9710-700							
Serial Bonds: Interest	15,331.00	15,331.00	4,707.43	12,662.29		2,668.71	82.59
G00-9730-600							
BAN: Principal	52,000.00	52,000.00				52,000.00	
G00-9730-700							
BAN: Interest	14,949.00	14,949.00				14,949.00	
G00-9901-900							
Transfer to Other Funds	18,000.00	18,000.00				18,000.00	
Totals for :	556,101.00	556,101.00	74,228.68	301,784.60		254,316.40	54.27
G00 (- G00)							

VCS FY21-22 Unpaid Taxes

Property Street	Owner 1	Owner 2	Base Amount of Taxes	Penalty & Interest	Total Amount Due
40 Main St	40 Main Street CS LLC		3,694.27	406.37	4,100.64
17 High St	Angerame, Louis	Angerame, Patricia	2,550.61	280.57	2,831.18
6 Forge Gate Dr Unit G-2	Bliss, Stephen J		690.31	75.94	766.25
20 West St	Bourgeois, Jean Louis		2,466.42	271.31	2,737.73
22 West St	Bourgeois, Jean-Louis		2,386.90	262.56	2,649.46
133-135 Main St	Chervoan LLC		1,366.80	150.35	1,517.15
24 Pine St	Clinton - etal Rita A		7,609.72	837.07	8,446.79
22 Pine St	Clinton, James J Jr	Clinton, Christine G	2,791.68	307.09	3,098.77
21 Constitution Dr	DeFusco, Aldo		1,451.94	159.72	1,611.66
17 Grandview Terr	Dolan, Anne		2,585.90	284.45	2,870.35
6 East Belvedere St	Mularadelis, Johanna	Chris Mularadelis	2,002.19	220.25	2,222.44
23 Garden St	Needham, Daniel B	Shaginian-Needham, Natalya	1,792.20	197.15	1,989.35
71 Morris Av	Parrella, James	Milroy, Eugenie	4,447.85	489.27	4,937.12
1 Craigsides Dr	Parrella, James	Milroy, Eugenie	2,463.23	270.96	2,734.19
11 The Boulevard Unit A-8	Pencescu, Serban		690.31	75.94	766.25
35 Parsonage St	Phillips, Jeffrey D	Phillips, Anthony	2,366.14	260.28	2,626.42
22 Butterfield Rd	Pipitone, Anne		1,148.20	126.31	1,274.51
7 Benedict Rd	Tarazi, Monica		3,146.82	346.16	3,492.98
12 Wall St	Trenner, Jeffrey	Colangelo, Pamela R	345.15	37.97	383.12
7 Forge Gate Dr Unit D-3	Ward, Andrew J	Ward, Anita M	690.31	75.94	766.25
15 The Boulevard Unit H-1	Weinpahl, David	Bouchard, Suzanne	690.31	75.94	766.25
			47,377.26	5,211.60	52,588.86



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
JOE CURTO, TRUSTEE
CATHRYN FADDE, TRUSTEE
ELIZA STARBUCK, TRUSTEE
TWEETS PHILLIPS WOODS, TRUSTEE

JEFF VIDA KOVICH, CLERK/TREASURER
MICHELLE ASCOLILLO, ACCOUNTANT
LARRY BURKE, OFFICER-IN-CHARGE
MATT KROOG, WATER SUPERINTENDENT
ROBERT DOWNEY, HIGHWAY DEPARTMENT CREW CHIEF
CHARLOTTE MOUNTAIN, CODE ENFORCEMENT OFFICER

Village of Cold Spring Highway Dept. January Monthly Report

Garbage: 29.62 Tons *

Recycling: 17.65 Tons

For the month of January, we had 4 Christmas tree collections, 3 snow storms with an accumulation of 14.5" & 4 icing events, the Southern subway drain clogged & slightly flooded the subway which we cleared, and we assembled 100 new temporary no parking signs.

We installed brakes/rotors/ & calipers all around on the 2003 Ford F-350, we removed a section of faulty exhaust & fixed on the 2003 Ford F-350, dismantled & stored away all apparatus of the vector truck, blew (2) coolant lines on the 2003 garbage truck & had Hatfield onsite to fix, we reconnected a plow piston & installed a new strobe light on the 2003 Ford F-350, installed new plow headlights in the 2016 / 2011 / & 2003 Ford F-350s, Hatfield Brothers replaced a faulty thermostat in the 2003 International garbage truck, and installed a new rim & tire on the Bobcat.

Robert Downey
VCS Highway Dept. Crew Chief

	Village of Cold Spring Police Department						
		Monthly Report:		Jan-22			
		Incident/Events					
<u>Type of calls</u>	<u>Number of calls</u>		<u>Type of calls</u>		<u>Number of calls</u>		
911 Hang up		3		Abandoned vehicle			
Aggravated harassment				Aided case		15	
All other		2		Animal bite			
Animal acting rabid				Assist fire department		1	
Animal complaint other				Attempt to locate person			
Animal struck by motor vehicle				Buglary attempt			
Assist citizen		6		Car blocking			
Assault				Civil matter			
Burglary				Criminal mischief			
Burglary in progress				Disabled vehicles			
Child abuse				DMV suspensions/revocations			
Criminal impersonation				Domestic dispute			
Custodial interference				Drug complaint			
Disorderly conduct/Disturbance				Drug sale			
Dog complaint				Extortion			
Driving while intoxicated				Family offense			
Drug possession				Fire Alarm		1	
False Alarm (any type)		24		Gun shots			
Family court summons				Harassment		1	
Fireworks				Health & Safety hazard		1	
Fraud		1		Illegally parked vehicle			
Funeral escort				Insufficient funds-Checks			
Hazardous material/spill leak				Lockout - vehicle			
Hit & Run				Mental health incident			
Impounded vehicles				Missing person			
Larceny				Navigation accident			
Leaving scene of accident				Neighborhood Dispute			
Lockout - residence				Notification death or emergency			
Loitering				Officer needs assistance		5	
Lost or Stolen license plates		1		Other			
Missing child				Person with a gun			
Natural disaster				Possession of weapon			
Navigation complaint				PDAA		1	
Noise complaint		2		PIAA			
Obscenity/pornography				Property lost		3	
Open door				Property stolen			
Other accident				Reckless driving			
Personal injury				Unwanted Party			
Private property				Robbery-in progress			
Property found				Shoplifting			
Property recovered				Speeding vehicle			
Public property				Suspicious person			
Robbery				Theft of services			
Repossession of vehicle				Trespass		1	
Robbery - other				Unauthorized use of a vehicle			
Simple assault				V&T complaint			
Suicide attempt							
Suspicious vehicle							
Transports							
Unattended death		1					
Wefare Check		5		Total number of calls for service:		74	
Wires down				Total Number Year to Date		74	





Cold Spring Fire Company No.1

154 Main Street
Cold Spring, NY 10516

www.coldspringfd.org

EMERGENCIES

911

ALL OTHER

845-265-9241

FAX

845-265-1093

Chiefs Report February

11 Calls for January

4 Activated Fire Alarm

1 EMS Assist

2 Chimney Fires, 1 was Mutual aid to NHFD

1 Elevator rescue

1 Mutual Aid to North Highlands for a Motor Vehicle Accident on Rt 9

1 Mutual Aid to Garrison for a Car Fire

1 Mutual Aid to Garrison for a Motor Vehicle Accident at Rt 403/ Rt 9d

Put a **FREEZE** on Winter Fires

Did you know? As you stay cozy and warm this winter, stay fire smart!

DEC JAN FEB

Half of all home heating fires occur in December, January and February.

Plug only **1 heat-producing appliance** (like a space heater) into an electrical outlet at a time.

Keep anything that can burn **at least 3 feet** from any heat source.

U.S. Fire Administration | Fire is Everyone's Fight | NFPA

When Seconds Count...



Which would you rather have to protect your home?

After a snowfall, remember to clear a three-foot radius around fire hydrants near your home.

**JUSTICE COURT
VILLAGE OF COLD SPRING**
85 Main Street
Cold Spring, NY 10516

Thomas J. Costello
Village Justice

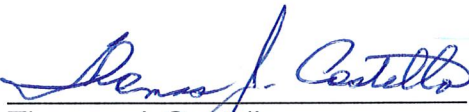
Phone (845) 265-9070
Fax (845) 809-4210

JANUARY 2022 MONTHLY REPORT

Fines, Forfeited Bails & Civil Penalties	\$ 2,125.00
Parking Tickets	2,335.00
Civil Fees	
Including Termination of Suspension Fees, Bail Poundage, Certificate of Disposition, Filing Fees, Small Claims, Transcripts of Judgment and Returned Check Fees	70.00
Mandatory State Surcharges	<u>944.00</u>
TOTAL	<u>\$ 5,474.00</u>

A check in the above amount is submitted herewith.

Respectfully,


Thomas J. Costello
Village Justice

Dated: February 2, 2022

Cold Spring Village Court
Summary Report of Cases Started
Judge Thomas J. Costello

01/01/2022 to 01/31/2022
All Judges

Report date: 02/01/2022

<u>STATUTE</u>	<u>COUNT</u>	<u>ADDITIONAL INFORMATION</u>	
VTL	14	Number of DWIs - 1192:	0
VC	5	Number of AUOs - 511:	0
		Number of Speeds - 1180:	8
		Number of Defendants:	19
		Total Number Charges:	19
		Average Charges/Defendant:	1.00
		Number of Small Claims:	0



VILLAGE OF COLD SPRING

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CHARLOTTE MOUNTAIN, CODE ENFORCEMENT OFFICER

Water & Wastewater Department Monthly Operations Report

January 2021

Water:

2021 Reservoir Status:	94.48% Capacity	Reservoir Status:	95.30% Capacity
2021 Flow to System:	6.81 MG / 236k/day	Flow to System:	6.42 MG / 207k/day
Monthly Rainfall:		Percent Change:	5.73% Decrease

- **Bacteria/Lab Tests:** All routine sampling were found in good standing.
- **Facility Issues:**
 - Sedimentation Basin #1 Floating Skimmer Attachment came off the Decant Piping Week of January 24th, Both Basins were recently cleaned out, and floating skimmer to be reinstalled within upcoming weeks.
- **No Updates:** On Aqueduct Connection, Badger Endpoint Upgrade or Filter Refurbishment Projects at this time.

Wastewater:

Total Inflow to Plant:	6.075 MG / 0.196k/day	Liquid Sludge Hauled Offsite:	48,000 Gallons
Biochemical Oxygen Demand:	97.00% Removal	Total Suspended Solids:	97.78% Removal

- **Mission Communications:** Received Quote for Radio Upgrades needed at Pump Stations, and Lower Main Estuary, will be moving forward with upgrading the radio's only at West and Market St PS's, Lower Main will be a complete Upgrade to the manhole monitor in place currently.
- **Facility Issues:**
 - The Raw Influent Auger, that removes debris from the wastewaters entering the process tanks, was taken offline on 1/19, due to motor beginning to fail and creating excessive noise from the WWTF (Noise complaint called in PM on 1/18/22). Manual removal of debris increased until GP Jager or regional rep. can perform an onsite evaluation of motor and gearbox for the unit.
 - Rain Data Logger was found no operational upon downloading monthly precipitation (2/1), Rainwise (manufacturer) to be contacted for solutions, as unit was replaced within the past 2 years.
 - Enclosing the Generator / Blower Bldg.
 - Status of Residential Sewer Lateral / Roadway Repair on Fair St.?
- **"E-2" Infiltration and Intrusion Inspections:** No Update.

Many Street Valve and Curb Box Caps have been abducted or gone missing over the landscaping and plowing seasons, we are getting to replacements as we can, but as many of these are older obscure sizes no longer routinely kept in stock or available, they will need to be replaced with more uniform ones.

Village of Cold Spring Historic District Review Board

85 Main Street Cold Spring, New York 10516 (845) 265-3611

MONTHLY REPORT TO THE VILLAGE BOARD OF TRUSTEES FEBRUARY 2022

CURRENT APPLICATIONS

On January 19th, we reviewed updates to the application for a rear second-storey addition at 2 Locust Ridge, the home of Mayor Foley. A public hearing was scheduled for February 2nd. We reviewed an application for a rear second-storey addition and rear porch at 3 High Street. A public hearing for that application also scheduled for February 2nd. We met in workshop with the owners and architect of 20 Church Street about a substantial renovation to a mid-century home and its landscaping. As proposed, the project will require variances from the ZBA, so we will continue our review of the application after those variances are adjudicated. Lastly, we met with Jeff Amato from the Recreation Commission about new signage for the September 11th Memorial in McConville Park which will be designed and constructed by a local Eagle Scout candidate.

On February 2nd, we conducted public hearings for 2 Locust Ridge and for 3 High Street. Both applications were approved with no further modifications.

We will meet again on February 16th.

Respectfully submitted,

Sean Conway

**Albert G. Zgolinski, Chair; Sean Conway, Vice Chair
Andrea Connor Hudson, Lloyd L. DesBrisay, Todd Seekircher**

**VILLAGE OF COLD SPRING – PLANNING BOARD
85 Main Street Cold Spring, New York 10516
(845) 265-3411**

MONTHLY REPORT TO THE VILLAGE BOARD OF TRUSTEES

FEBRUARY 2022

The Planning Board met via Zoom on 1/13/22 and 1/27/22.

- 1. Butterfield Building 1, 10 Julia Lane, Cold Spring NY 10516 application for change of use the for yet to be built building from previously approved Retail/Commercial space to Mixed Use Retail/Residential Senior Housing Rental Units. Site plan review and approval is required as per §134-11A.**

The PS discussed an application by the Butterfield Realty LLC/ Unicorn Contracting Co. for a change of use in the yet unbuilt structure identified as Building 1 on the Butterfield Redevelopment Project (Butterfield) mixed use (B4-A) development site plan. The proposed change would eliminate previously approve 9000 s.f. of office space and replace it with six (6) rental senior housing units. Butterfield is currently approved for a total of 55 units, of which 49 have been built. The addition of six (6) would fill the quota. The previously approved 6000 s.f of retail space remains unchanged. The applicant and PB have been discussing the possibility and options of market driven change of use in Building 1 since 2020.

Issues:

1. Is the proposed change permitted in the B4-A zoning code?
2. Will the proposed change have negative land use impacts?
3. Is the proposed change subject HDRB review?
4. Is the proposed change consistent with the overall mixed-use character of the district and with the assumptions which underlay the original approval processes?
5. Will the proposed change comply with site parking and public space requirements?
6. Has the applicant submitted a complete application, including all necessary changes to the site plan and supporting documents?

Working with the applicant, the PB hopes that the answers to these questions will be forthcoming. The discussion will continue at the PB's 2/10/22 meeting.

2. HDRB Map Reformat

At their meeting of 1/12/22, the Trustees received from the HDRB, and referred for comments to the PB, a proposed reformatted map of the area comprising the Cold Spring Historic District and the previously overlaid Cold Spring National Register Historic District which falls within the larger local District. The remapping has been in process under the guidance of NY State Historic Preservation Office staff since 2014-2015. One outcome of the process was the proposed elimination of the boundaries of the National District. In response to concerns about this feature of the remapping, M. Francisco made a motion for the Chairperson to submit the Board's comments and concerns to the Board of Trustees. Y. Daniels seconded the motion and it passed unanimously.

Respectfully submitted,

Jack Goldstein

Jack Goldstein, Chair; Matt Francisco,
Lara Shihab-Eldin, Yaslyn Daniels, Sue Meyers

**Zoning Board of Appeals
Cold Spring, N.Y.
Monthly Report: January 2022**

Feb. 4, 2022

To: Mayor and Board of Trustees

From: Eric Wirth, Chair

The ZBA held no meetings in January, since there were no new or pending applications or other business.

Eric Wirth

Village of Cold Spring

Recreation Commission Report - February 2022

Goal: It is the mission statement of the Commission to increase the recreational use of Village parks.

New Applications:

- HOPS on the Hudson – July 2nd or July 16th
- Putnam County Wine and Food Festival – August 6th & 7th

Upcoming Approved Events:

- None

Bandstand:

- A light was repaired in the ceiling.

Mayor's Park & Pavilion:

- A deadbolt lock will be installed on the Women's Bathroom.
- The Commission is meeting with the Cold Spring Police to discuss parking issues during events at Mayor's Park & Pavilion to ensure reserved parking is available.
- Existing signage at Mayor's Park is being evaluated to consolidate and clarify access and restrictions.
- The Commission is researching potential grants available for improvements and soliciting bids from local contractors to repair the basketball court and softball field.
- The Trustees are working to clean out and/or sell the contents of the shed in the southwest corner. The Commission is available to assist.

McConville Park 9/11 Memorial:

- The Commission has been coordinating with Boy Scout Owen Carmicino for his Eagle Scout project, a sign for the 9/11 Memorial viewable from Morris Avenue (Route 9D). A rendering of the sign has been provided for review and discussion. We met with LaserTech to sample the material and finalize the design. The Commission presented the preliminary design at last month's HDRB meeting and will be completing a formal HDRB application and presentation at the February 16th meeting. We will also be fundraising to pay for the sign, which will cost approximately \$3,000.
- The Commission is working to have a plaque made to place in front of the tree commemorating it as the first holiday tree at the Bandstand.

Other Recreation Commission Items:

- Both the Ticketed and Non-Ticketed Event Applications were revised based upon the prior Trustee's feedback and are ready for final review/approval.
- A draft of the Event Coordinator's job description has been revised based upon the prior Trustee's feedback and are ready for final review/approval.
- The recreation survey was sent via email and through the Village Facebook page. Results have been analyzed and will be used to schedule activities/leagues. The Commission is working with the Village advisors to prepare insurance liability waivers.

Village of Cold Spring

Policies and Procedure for NON-Ticketed Events

1. The following uses require an application:
 - All use of the Bandstand
 - Groups of ten (10) or more at Mayor's Park Field and/or Pavilion
 - Groups of ten (10) or more at McConville Park
2. An application must be completed and submitted to the Recreation Commission at least 8 weeks prior to the event.
3. The Recreation Commission reviews applications at their monthly meeting and provides recommendations to the Village Board. The Recreation Commission meets the third Wednesday of each month. The Village Board receives recommendations and makes the final decision. The Recreation Commission will notify the Applicant of the final decision.
4. Registered 501(c)(3) organizations with branches located in Cold Spring may reserve locations free of charge, if available. Reservations should be requested at least 3 weeks prior to the scheduled event.
5. Organizations or clubs utilizing the facility must provide the Village of Cold Spring a liability insurance policy naming the Village of Cold Spring as a named insured on said policy. The policy shall have limits of \$1,000,000 for any one injury and \$2,000,000 for any one event and be written by or through an insurance company licensed by the State of New York. Homeowners/Individuals not associated with a group are required to provide proof of insurance with a minimum coverage of \$300,000 with the application.
6. All fees and deposits must accompany the completed application. (Fees for usage listed on page 5)
7. Rain dates cannot be reserved unless paid for in addition to the regularly scheduled event date(s).
8. All locations open at 8AM and close at 9PM. All occupants must vacate the site by the closing time. The Applicant or representative must be on site from the time when guests enter the site until such time all have exited the site.
9. If the event includes inflatable(s), the Applicant must include a certificate of insurance from the company supplying the inflatable(s) prior to the event.
10. If live animals are included in the event, the Applicant must include a certificate of insurance from the company supplying the animals prior to the event.
11. Event signage may be displayed on the day of the scheduled event on the Mayor's Park Fence. Signage is prohibited from being attached to trees or poles within the Village or in the tree planters/utility strips on Main Street. Stapling or nailing items to the structure or defacing property in any way is strictly prohibited. All signage must be removed by the day after the event.
12. The facilities are carry-in and carry-out. Additional trash cans or dumpsters will not be provided. The Applicant is responsible for removing and disposing of all refuse and at the end of each rental day to the satisfaction of the Recreation Commission or designee by the posted closing time.
13. If additional tables or chairs are required, the Applicant is responsible for providing tables or chairs, as well as the set-up and break-down of such. Picnic tables at Mayor's Park are not to be moved; the five (5) tables shall remain in their original position under the Pavilion.
14. All tents must be secured. Tents larger than 100 ft² shall be inspected by the Code Enforcement Officer at least 24 hours prior to the event. Tents 400 ft² and larger require a permit if they are not open on all sides. If multiple tents are in use, they must be 12 feet apart if their aggregate area is 700 ft² or more. Tent and equipment deliveries must be scheduled with the Event Coordinator and done between 8AM-6PM. Copies of the deliveries contracts must be forwarded to the Recreation Commission/Village Clerk at least one week prior to the event.
15. Set-up or break-down dates other than the date(s) of the event must be noted in the application. A rental

fee will be added for each additional day. Any deliveries must be scheduled with the Event Coordinator and done between 8AM - 6PM. Copies of the contracts for deliveries must be forwarded to the Recreation Commission/Village Clerk at least one week prior to the event.

16. All amplified sound must be arranged to face West towards the River only.
17. Pavilion restrooms are available during non-ticketed events, provided temperatures allow for the water to be turned on at the facilities. If additional restrooms are required, portable restrooms shall be provided by the Applicant.
18. Alcoholic beverages are prohibited on Village sites unless an NYS-SLA Permit has been obtained by the Applicant.
19. Vehicle access within Mayor's Park Fields and the Pavilion is only permitted in the areas marked on the site map provided on page 6. If there is rain on the day of the event (including set-up dates) or the field is deemed susceptible to damage by the Event Coordinator, no vehicles, other than emergency services vehicles, will be allowed on any portion of the Mayor's Park Fields or Pavilion.
20. No vehicles, other than emergency service vehicle(s) in the event of an emergency, are allowed beyond the eastern end of the Pavilion in the Pavilion area. A maximum of 15 vehicles, with official Persons with Disabilities placards or license plates, will be allowed to park in the Pavilion area between the Pavilion and the fence on the eastern end of the park.
21. Parking near the Bandstand is limited. On weekends, the Village encourages guests to utilize free parking at the Metro-North parking lot located on Market Street. There is no parking in the circle surrounding the Bandstand.
22. Wedding ceremonies at the Village Dock are restricted to the Bandstand and surrounding circle area. The Bandstand or surrounding area is not permitted to be used for wedding receptions. For the safety of the guests, seating and/or congregating is not permitted on the east side of the Bandstand facing West Street in front of the stairs. Use crosswalks and be aware of traffic flow on West Street.
23. The need for event Security will be determined by the Recreation Commission with the recommendations of the Cold Spring Police Department. If deemed required, security will be provided by the Cold Spring Police Department or an approved outside agency at the Applicant's expense.
24. Reservations apply only to the facility for the event; adjacent areas and/or facilities are open to the public during the event. When reserving the Bandstand, be apprised that the waterfront is a popular tourist destination in addition to being frequented by local residents. The Village dock is also used by large ships for docking, loading and unloading of passengers, especially during the fall season. When reserving the Mayor's Park Pavilion, the Mayor's Park Fields are open to Village residents unless the fields are also rented for the event.
25. The Applicant receiving approval agrees to, and acknowledges, the responsibility for compliance with all applicable rules, regulations, ordinances, and statutes. The Applicant expressly agrees that they will not use the Village Facility to which the permit applies for any activity proscribed by the laws of the U.S., State of New York, the County of Putnam or the Village of Cold Spring. The Applicant further agrees to accept the total responsibility of preserving proper order and decorum, the protection of Village property, and the restoration of the facility to the condition in which it existed prior to the event. The Applicant agrees to comply with the instructions and directions of the Village Board or their authorized designee and all Village of Cold Spring staff. The commission of any act in violation of Federal, State, County, or local laws by the Applicant shall be deemed a material breach of the terms of the approved application and shall be sufficient grounds for the Applicant's approval to be revoked.
26. **FORFEITURE OF DEPOSIT MAY RESULT FROM THE FOLLOWING:** Failure to comply with the Policies and Procedures; failure to leave the area in the condition it was in before the event; failure to remove all trash. Any necessary repairs to the grounds and facilities will be performed by the Village of Cold Spring or a designated professional of their approval and the cost will be deducted from the deposit. If cost exceeds deposit, an invoice will be sent to the Applicant who will be responsible for the additional cost of repairs.

APPLICATION FOR NON-TICKETED USE OF MAYOR'S PARK FIELDS, MAYOR'S PARK PAVILION, MCCONVILLE PARK, OR BANDSTAND

Applicant: _____

Sponsoring Organization: _____

Address: _____ Email: _____

Phone: _____ Cell: _____

Please check if applicable:

Cold Spring Village Resident Philipstown Resident 501(c)(3) Org.*

**If 501(c)(3) organization, attach proof (EIN, certificate of incorporation, parent organization verification, or IRS tax exemption certificate)*

Site(s) Requested: _____

(Mayor's Park Fields, Mayor's Park Pavilion, McConville Park, Bandstand)

Date(s) of Event: _____ Start Time: _____ End Time: _____

All locations open at 8AM and close at 9PM. The facilities are carry-in and carry-out.

All clean up must be completed by the end of each event day (9PM).

Additional Date(s) and Time(s) for Set-Up and Break-Down:

Estimated Attendance: _____

(Mayor's Park Fields with Pavilion - maximum 1,500 occupants)

Will there be Amplified Sound? _____ Yes _____ No

Will there be a tent or canopy? _____ Yes _____ No

Size: _____ (Square Feet) Location: _____

The undersigned is over 21 years of age and has read this form and all included information and agrees to comply with them. Individual or Organization Representative does hereby agree to be responsible to the Village of Cold Spring for the care and use of the facilities. I, on behalf of _____, do/does hereby agree to indemnify and hold harmless the Village of Cold Spring from any and all claims, suits, or demands and any expenses incurred by said Village for investigation, legal fees, or otherwise, which arise out of or are connected with the Village facility applied for herein and said Village shall be held harmless and indemnified regardless of whether the acts are the fault of the Applicant or the Village.

I, _____, and/or the organization I represent, _____, agree to pay for any and all damages to equipment or property of the Village of Cold Spring by said organizations, members, guests, or visitors.

Signature (Individual or Organization Representative)

Date _____

*****THE FOLLOWING TO BE COMPLETED BY THE VILLAGE OF COLD SPRING*****

Approval by Recreation Commission: Date _____ By _____

Notes:

Approval by Village Board: Date _____ By _____

Village Board to check appropriate Notations for Recreation Commission distribution:

- _____ Village of Cold Spring Police
- _____ Village of Cold Spring Highway Department
- _____ Village of Cold Spring Fire Department
- _____ Philipstown Ambulance Corps

FEE & SECURITY DEPOSIT FOR NON-TICKETED EVENTS				
Village Site	Cold Spring Village Resident	Philipstown Resident	Non-Resident	Event Fees
Mayor's Park Fields (Athletic Events)	\$0	\$50	Not Permitted	
Mayor's Park Fields (Other Events)	\$50	\$100	Not Permitted	
Mayor's Park Pavilion	\$100	\$200	Not Permitted	
Bandstand and Driveway (Weddings)	\$125	\$250	\$500	
Bandstand Only (Other Events)	\$50	\$100	\$250	
McConville Park (Excluding Tots Park)	\$50	\$100	Not Permitted	

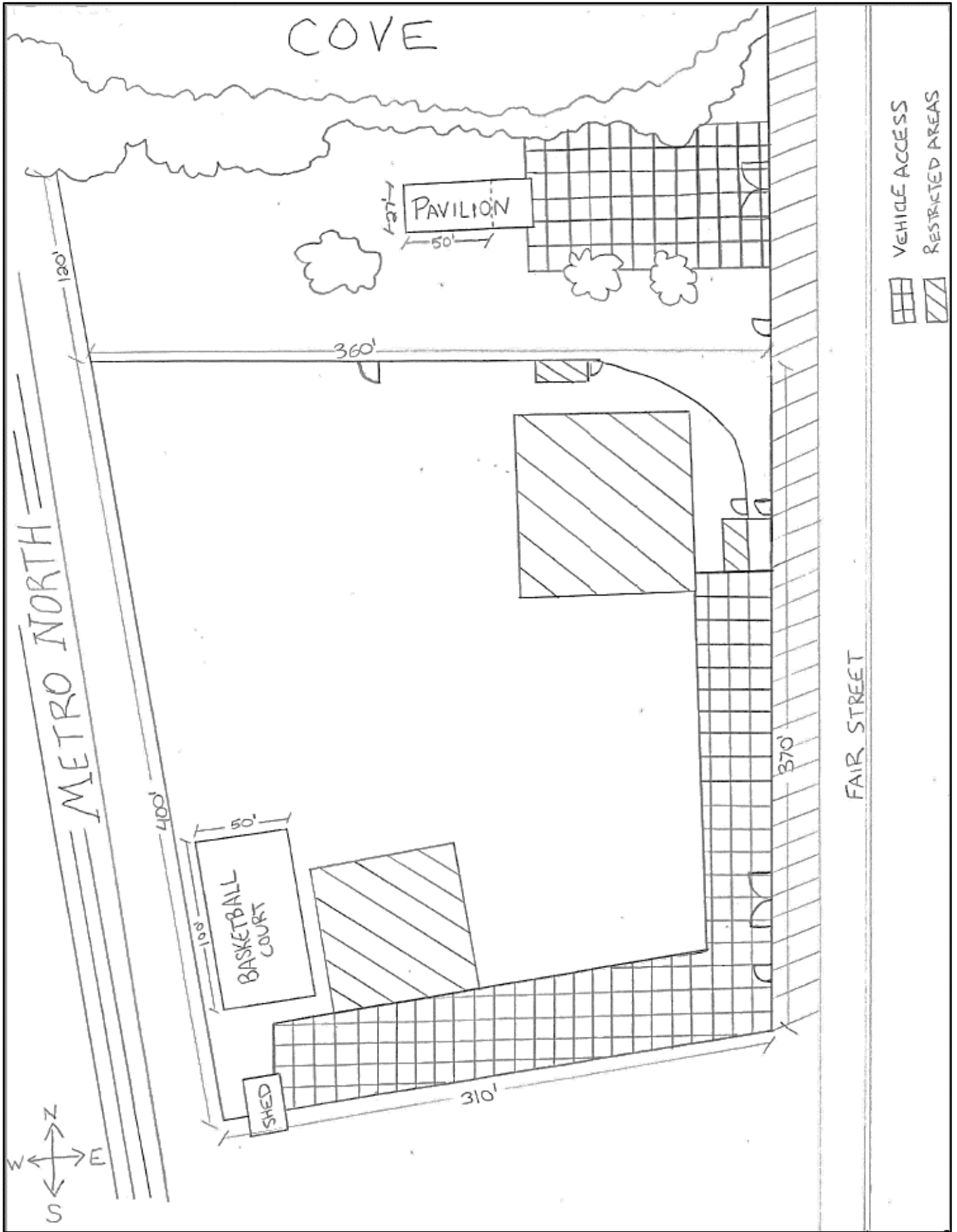
Security deposit equal to rental fee (due with application) No security deposit is needed for set-up or break-down days All reservations are a maximum of four (4) hours. Additional time will be \$25/hour	
The Village of Cold Spring may impose additional requirements prior to the issuance of the permit as required by the nature of the use for the event. Any costs associated with these additional requirements will be incurred by the permittee.	
Total Amount Due with Application: Checks made payable to <i>Village of Cold Spring</i>	

Date Approved: _____

Date of Certificate of Insurance: _____

Fee to be charged: _____ Date fee received: _____

Permit issued by: _____



Village of Cold Spring

Policies and Procedure for Ticketed Events

1. The following uses require an application:
 - All ticketed event on Village of Cold Spring Property
 - All events where use and access to Cold Spring Village property is closed to the public and charges are levied for admission, sales, or entry fees.
2. An application must be completed and submitted to the Recreation Commission at least 8 weeks prior to the event.
3. The Recreation Commission reviews applications at their monthly meeting and provides recommendations to the Village Board. The Recreation Commission meets the third Wednesday of each month. The Village Board receives recommendations and makes the final decision. The Recreation Commission will notify the Applicant of the final decision.
4. Registered 501(c)(3) organizations with branches located in Cold Spring may reserve locations, if available. Reservations should be requested at least 3 weeks prior to the scheduled event.
5. Organizations or clubs utilizing the facility must provide the Village of Cold Spring a liability insurance policy naming the Village of Cold Spring as a named insured on said policy. The policy shall have limits of \$1,000,000 for any one injury and \$2,000,000 for any one event and be written by or through an insurance company licensed by the State of New York. Insurance coverage shall include all days that the site is to be used. This includes all days from initial set-up until all items brought in for the event are completely removed from the site.
6. All fees and deposits must accompany the completed application. (Fees for usage listed on page 6)
7. Rain date(s) cannot be reserved unless paid for in addition to the regularly scheduled event date(s).
8. All locations open at 8AM and close at 9PM. All occupants must vacate the site by the closing time. The Applicant or representative must be on site from the time when attendees and/or vendors/staff enter the site until such time all have exited the site.
9. If the event includes inflatable(s), the Applicant must include a certificate of insurance from the company supplying the inflatable(s) prior to the event.
10. If live animals are included in the event, the Applicant must include a certificate of insurance from the company supplying the animals prior to the event.
11. Event signage may be displayed a maximum of one week in advance of the scheduled event on the Mayor's Park Fence. Signage may be placed at the corner of Fair and Main Street advertising and directing ticket holders to the event on the day of the event only. Signage is prohibited from being attached to trees or poles within the Village or in the tree planters/utility strips on Main Street. Stapling or nailing items to the structure or defacing property in any way is strictly prohibited. All signage must be removed by the day after the event.
12. The facilities are carry-in and carry-out. Additional trash cans or dumpsters will not be provided. The Applicant is responsible for removing and disposing of all refuse at the end of each rental day to the satisfaction of the Recreation Commission or designee by the posted closing time.
13. If additional tables or chairs are required, the Applicant is responsible for providing tables or chairs, as well as the set-up and break-down of such. Picnic tables at Mayor's Park are not to be moved; the five (5) tables shall remain in their original position under the Pavilion.
14. All tents must be secured. Tents larger than 100 ft² shall be inspected by the Code Enforcement Officer at least 24 hours prior to the event. Tents 400 ft² and larger require a permit if they are not open on all sides. If multiple tents are in use, they must be 12 feet apart if their aggregate area is 700 ft² or more. Tent and equipment deliveries must be scheduled with the Event Coordinator and done between

- 8AM-6PM. Copies of the deliveries contracts must be forwarded to the Recreation Commission/Village Clerk at least one week prior to the event.
15. Set-up or break-down dates other than the date(s) of the event must be noted in the application and a rental fee will be added for each additional day. Any deliveries must be scheduled with the Event Coordinator and done between 8AM-6PM. Copies of the contracts for deliveries must be forwarded to the Recreation Commission/Village Clerk at least one week prior to the event.
 16. All amplified sound must be arranged to face West towards the River only.
 17. Pavilion restrooms will not be available during events. The Applicant shall provide portable restrooms.
 18. Alcoholic beverages are prohibited on Village sites unless an NYS-SLA Permit has been obtained by the Applicant. If food and/or alcohol is to be sold, the Applicant must provide the Health Department and/or NYS-SLA permit(s) at least two (2) weeks prior to the event.
 19. Vehicle access within Mayor's Park Fields and Pavilion is only permitted in the areas marked on the site map provided on page 7. If there is rain on the day of the event (including set-up dates) or the field is deemed susceptible to damage by the Event Coordinator, no vehicles, other than emergency services vehicles, will be allowed on any portion of the Mayor's Park Fields or Pavilion.
 20. No vehicles, other than emergency service vehicle(s) in the event of an emergency, are allowed beyond the eastern end of the Pavilion in the Pavilion area. A maximum of 15 vehicles, with official Persons with Disabilities placards or license plates, will be allowed to park in the Pavilion area between the Pavilion and the fence running parallel with Fair Street on the eastern end of the park.
 21. A Site Plan for Ticketed Events must be submitted utilizing the form provided. The Applicant and Event Coordinator must meet at least one week prior to the event on location to do a final review of the site plan to ensure guidelines will be met.
 22. The need for event Security will be determined by the Recreation Commission with the recommendations of the Cold Spring Police Department. If deemed required, security will be provided by the Cold Spring Police Department or an approved outside agency at the Applicant's expense.
 23. The Village of Cold Spring Highway Garage site must be rented for each ticketed event in the amount of \$350 per day to be used for event staff and vendor parking. Applicant must supply signage for vendors to display on dashboard of their vehicles. Applicant must have a person directing traffic/parking at Highway Garage site and checking vendor display signs. The Village of Cold Spring will install temporary signage for parking at Highway Garage site near Fair Street entrance and will install traffic cones designating area where parking will not be allowed. Access to gas pumps and passage to the rear of the garage must always be kept free of obstruction.
 24. The Applicant receiving approval agrees to, and acknowledges, the responsibility for compliance with all applicable rules, regulations, ordinances, and statutes. The Applicant expressly agrees that they will not use the Village Facility to which the permit applies for any activity proscribed by the laws of the U.S., State of New York, the County of Putnam or the Village of Cold Spring. The Applicant further agrees to accept the total responsibility of preserving proper order and decorum, the protection of Village property, and the restoration of the facility to the condition in which it existed prior to the event. The Applicant agrees to comply with the instructions and directions of the Village Board or their authorized designee and all Village of Cold Spring staff. The commission of any act in violation of Federal, State, County, or local laws by the Applicant shall be deemed a material breach of the terms of the approved application and shall be sufficient grounds for the Applicant's approval to be revoked.
 25. **FORFEITURE OF DEPOSIT MAY RESULT FROM THE FOLLOWING:** Failure to comply with the Policies and Procedures; failure to leave the area in the condition it was in before the event; failure to remove all trash. The Applicant is responsible for any damages that occur to the site during the event and event set-up and break-down. Any necessary repairs to the grounds and facilities will be performed by the Village of Cold Spring or a designated professional of their approval and the cost will be deducted from the deposit. If cost exceeds deposit, an invoice will be sent to the Applicant who will be responsible for the additional cost of repairs.

APPLICATION FOR TICKETED USE OF MAYOR'S PARK FIELDS AND/OR MAYOR'S PARK PAVILION

Applicant/ Contact: _____

Sponsoring Organization: _____

Address: _____ Email: _____

Phone: _____ Cell: _____

Please check if applicable:

Cold Spring Village Resident Philipstown Resident 501(c)(3) Org.*

**If 501(c)(3) organization, attach proof (EIN, certificate of incorporation, parent organization verification, or IRS tax exemption certificate)*

Site(s) Requested: _____

(Mayor's Park Fields, Mayor's Park Pavilion)

Date(s) of Event: _____ Start Time: _____ End Time: _____

All locations open at 8AM and close at 9PM. The facilities are carry-in and carry-out.

All clean up must be completed by the end of each event day (9PM).

Additional Date(s) and Time(s) for Set-Up and Break-Down:

Estimated Attendance: _____

(Mayor's Park Fields with Pavilion - maximum 1,500 occupants, including event staff and vendors)

Will there be Amplified Sound? _____ Yes _____ No

Will there be a tent or canopy? _____ Yes _____ No

Size: _____ (Square Feet) Location: _____

TICKETED EVENT INFORMATION:

Event Name: _____

Type of Event: _____

Maximum number of tickets to be sold: _____

Activities Planned: _____

How will the event be advertised? _____

Will there be a stage? Yes No

If yes, where: _____

Will alcohol be sold? Yes No

If yes, a separate NYS SLA permit is required

Will food be sold? Yes No

If yes, a separate NYS Health Dept. permit is required

Will any goods be sold? Yes No

Describe: _____

The undersigned is over 21 years of age and has read this form and all included information and agrees to comply with them. Individual or Organization Representative does hereby agree to be responsible to the Village of Cold Spring for the care and use of the facilities. I, on behalf of _____, do/does hereby agree to indemnify and hold harmless the Village of Cold Spring from any and all claims, suits, or demands and any expenses incurred by said Village for investigation, legal fees, or otherwise, which arise out of or are connected with the Village facility applied for herein and said Village shall be held harmless and indemnified regardless of whether the acts are the fault of the Applicant or the Village.

I, _____, and/or the organization I represent, _____, agree to pay for any and all damages to equipment or property of the Village of Cold Spring by said organizations, members, guests, or visitors.

Signature (Individual or Organization Representative)

Date _____

*******THE FOLLOWING TO BE COMPLETED BY THE VILLAGE OF COLD SPRING*******

Approval by Recreation Commission: Date _____ By _____

Notes:

Approval by Village Board: Date _____ By _____

Village Board to check appropriate Notations for Recreation Commission distribution:

- _____ Village of Cold Spring Police
- _____ Village of Cold Spring Highway Department
- _____ Village of Cold Spring Fire Department
- _____ Philipstown Ambulance Corps

FEE & SECURITY DEPOSIT FOR TICKETED EVENTS			
Village Site	501(c)(3) Org.	For Profit Org.	Event Fees
Mayor's Park Fields	\$500	\$3,000	
Mayor's Park Pavilion	\$250	\$500	
Highway Department (Vendor Parking)	\$0	\$350	
Set-Up or Break-Down Days	\$0	\$500	
Note: fee is per day, unless noted otherwise			
Police: \$38 per hour. Hours to be determined by the Officer in Charge, billed following event.			
Event Coordinator: \$30 per hour. Hours to be determined; billed following event.			

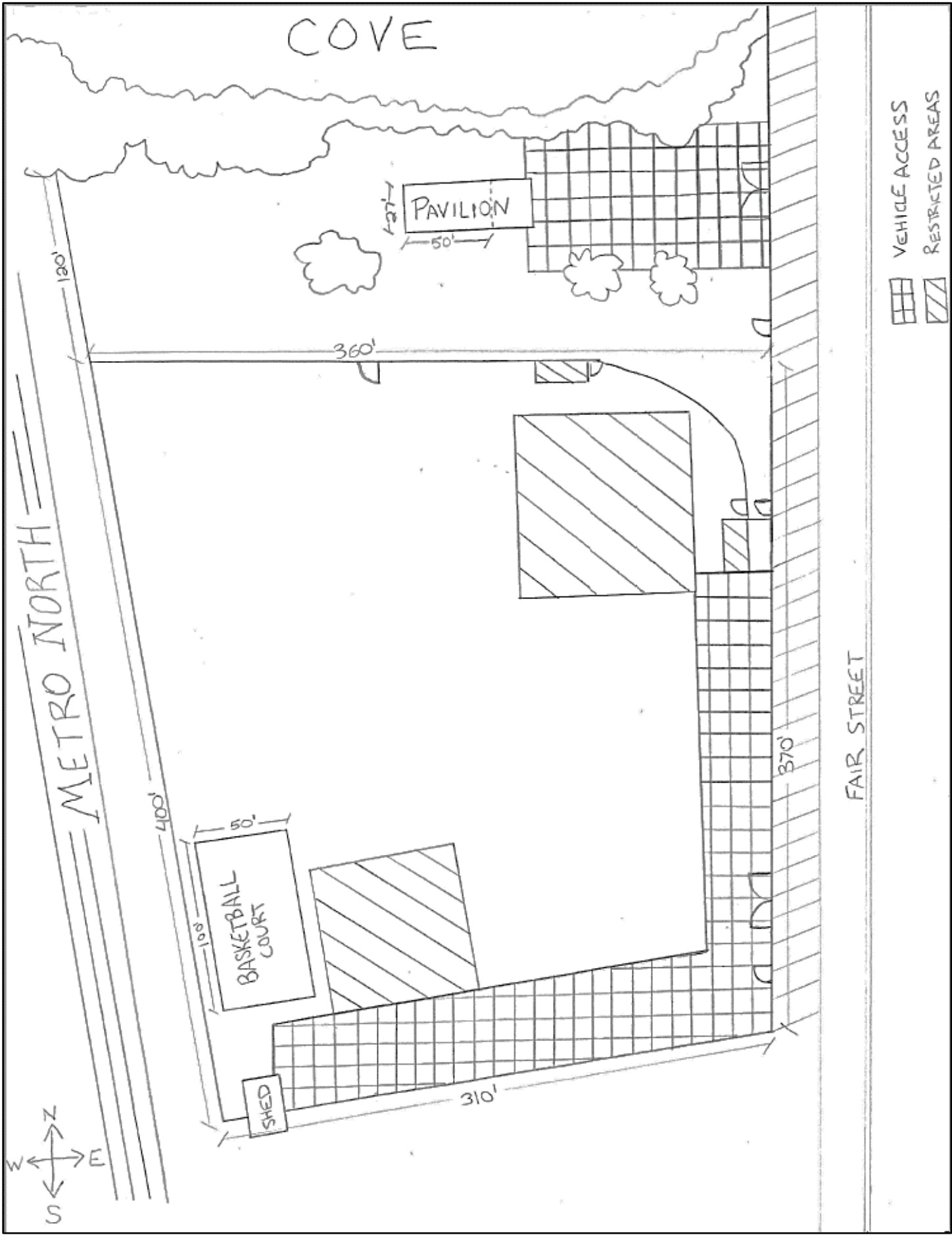
Security deposit equal to rental fee (due with application) No security deposit is needed for set-up or break-down days All reservations are a maximum of ten (10) hours per day. Additional time will be \$100/hour	
The Village of Cold Spring may impose additional requirements prior to the issuance of the permit as required by the nature of the use for the event. Any costs associated with these additional requirements will be incurred by the permittee.	
Total Amount Due with Application: Checks made payable to <i>Village of Cold Spring</i>	

Date Approved: _____

Date of Certificate of Insurance: _____

Fee to be charged: _____ Date fee received: _____

Permit issued by: _____



Village of Cold Spring Parks Event Coordinator

The Village of Cold Spring has several beautiful parks which are available for private and public events, for example wedding ceremonies at the Bandstand, birthday cookouts at the Mayor's Park Pavilion, or all-weekend ticketed events at Mayor's Park such as food or beverage festivals.

The Village wishes to hire an individual who will help coordinate with Applicants or groups that have reserved a Village site and the Recreation Commission and/or Village Clerk, as well as be present for day-of logistics.

Primary responsibilities include:

- After an application to use a Village site has been approved by the appropriate Village boards, the Event Coordinator will communicate with the Applicant to confirm knowledge of the expectations and rules.
- For simple, one-day events (such as weddings at the Bandstand or a cookout at the Pavilion), the Event Coordinator will unlock the gates/doors and set up cones to block off parking or divert traffic as appropriate.
- For larger events (such as a food festival at Mayor's Park), the event coordinator will:
 - Meet with the Applicant at least one week prior to review the site plan, vendor parking, traffic and police plans, and ensure the Applicant is aware of and intending to follow all rules and regulations.
 - Verify alcohol and food permits.
 - Coordinate with Applicant for deliveries.
 - In coordination with Village Clerk, notify Village Highway and Police Departments regarding parking and traffic.
 - Coordinate with the Code Enforcement Officer to inspect onsite tents.
 - Be onsite for all set-up, the event, and breakdown.
 - Open and close gates as needed.
 - Post signage on the appropriate venue that there is a private event.
 - Review the condition of the venue after use and notify the Village of any concerns.
 - Prepare a brief event summary within 24 hours of the event identifying positive and negative feedback, as well as areas of improvement.

Requirements:

- Detail-oriented attitude.
- Excellent email, phone, and in-person communication.
- Time flexibility to perform the above tasks when events are scheduled.
- Ability to consistently and confidently apply and enforce rules with all applicants and event leads
- Ability to lift and carry traffic cones or similar items, walk around the parks, and be on their feet for several hours.

Compensation:

- The Event Coordinator will be paid hourly based on events scheduled at a rate of \$25 [suggested] per hour.

Time Commitment:

- There are approximately [12] small events and [2] large events per year, which are overwhelmingly in the summer and fall.
- For small non-ticketed one-day events, the Event Coordinator will require approximately 2 hours (1 hour before the event, 1 hour after) to unlock/lock doors and set up/break down reserved parking but not required to be present for the entire event.
- For ticketed events, the Event Coordinator will be present and paid for coordination, set-up, throughout the event, and break-down. This can be an entire day or multiple days, typically on a weekend.



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
TWEETS PHILLIPS WOODS, TRUSTEE
JOE CURTO, TRUSTEE
CATHRYN FADDE, TRUSTEE
ELIZA STARBUCK, TRUSTEE

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

RESOLUTION 02-2022

ACCEPTING THE BID FOR REFUSE AND RECYCLE COLLECTION

The following resolution was offered by _____ for adoption and seconded by _____, to wit:

WHEREAS, the Village of Cold Spring (the "Village") Highway Department currently collects garbage, recycling, brush, and bulk items throughout the Village; and

WHEREAS, the Village has explored outsourcing garbage and refuse collection on multiple occasions in the past but had deemed the venture to be financially impractical; and

WHEREAS, due to the rising costs of vehicle maintenance, labor, garbage disposal and the cost to purchase a new garbage truck, the Village revisited outsourcing refuse and recycling collection; and

WHEREAS, on November 5, 2021 the Village solicited bids for refuse and recycling collection; and

WHEREAS, three bids were received with Royal Carting Service Company ("RCSC") submitting the lowest bid.

IT IS HEREBY RESOLVED that the Village awards the bid for the refuse and recycling collection to RCSC at an annual cost of ONE HUNDRED NINETY THOUSAND ONE HUNDRED NINETEEN DOLLARS (\$190,119) for Year 1 with options for the Village to renew the agreement in Years 2 and 3 at a rate as per the agreement. This cost is inclusive of:

- All parcels that currently have refuse and recycling collected by the Village (see Exhibits A and B)
- One (1) 95-gallon garbage bin and one (1) 65-gallon recycling bin per parcel identified in Exhibit A and dumpster(s) as identified in Exhibit B; and

IT IS HEREBY FURTHER RESOLVED that the following additional services will be provided to the Village at a cost and frequency as defined in the contract:

- Public refuse and recycling containers (see Exhibits C and D)
- Brush Pick-up
- Bulk Pick-up
- Christmas Tree pick-up; and

IT IS HEREBY FURTHER RESOLVED that additional parcels can be added to the contract at a maximum annual cost of \$299.40 per parcel and those additional parcels will each receive one (1) 95-gallon refuse bin and one (1) 65-gallon recycling bin; and

IT IS HEREBY FURTHER RESOLVED that existing parcels can add additional bins/dumpsters at the following annual rates:

- Refuse
 - 95-gallon: \$ 239.40
 - 35 or 65-gallon: \$ 203.40
- Recycling
 - 35 or 65-gallon: \$ 60.00
- 2 Yard Dumpster: \$1,300.00

IT IS HEREBY FINALLY RESOLVED that the Board of Trustees of the Village of Cold Spring authorizes the mayor to sign the contract with Royal Carting Services Company subject to final review and comments by the Village Attorney.

On roll call vote:

Trustee Joseph Curto Jr. voted:

Trustee Cathryn Fadde voted:

Trustee Eliza Starbuck voted:

Trustee Tweeps Phillips Woods voted:

Mayor Kathleen E. Foley voted:

Resolution officially adopted on _____ by a vote of _____.

Jeff Vidakovich, Village Clerk-Treasurer

Date

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 February, 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 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, 2022.
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, the 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

VILLAGE OF COLD SPRING

By: _____

By: _____

Name: JOHN VAN TASSEL

Name: KATHLEEN E. FOLEY

Title: Supervisor

Title: Mayor

INTERMUNICIPAL AGREEMENT FOR
TRUCK RENTAL

THIS AGREEMENT, is made and entered into as of the ___ day of December, 2021, 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, 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;

W I T N E S S E T H;

WHEREAS, the TOWN OF PHILIPSTOWN (hereinafter the "TOWN") owns a 2001 Ford F450, Plow and Sander bearing Vin # 1FDXF47FX1EC47587 (hereinafter the "Truck"); and

WHEREAS, by the VILLAGE OF COLD SPRING (hereinafter the "VILLAGE") wishes to lease the Truck from December ___, 2021 through March 31, 2022;

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 December ___, 2021 to March 31, 2022.
2. During the term hereof the TOWN shall lease and give exclusive use of the Truck to the VILLAGE. The VILLAGE may not sub-lease the Truck or assign this Agreement.
3. In consideration of the lease of the Truck, the VILLAGE shall pay to the TOWN the sum of ONE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$1,400) which shall be payable upon execution of this Agreement.
4. During the term hereof, the VILLAGE shall obtain and keep in effect a policy of automobile liability insurance in the amount of not less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000) covering use of the Truck, upon which the TOWN shall be an additional named insured entitled to not less than thirty (30) days' notice of cancellation. A certificate of such insurance shall be delivered to the TOWN prior to the VILLAGE taking possession of the Truck.
5. Further, the VILLAGE shall defend, indemnify, and hold harmless the TOWN for any and all claims arising from the VILLAGE's use of the Truck, including attorneys' fees.
6. The TOWN shall be responsible for maintenance of and all necessary repairs to the Truck during the term hereof, provided that such maintenance and repairs are not necessitated by the negligence of the VILLAGE, its officers, employees or agents in use of the Truck. All such repairs and maintenance work shall be done at the TOWN Highway garage. If any damage to the Truck occurs by reason of the negligence of the VILLAGE, its officers,

employees or agents in use of the Truck, the VILLAGE shall be responsible for the cost of the necessary maintenance and repairs.

7. Either party to this Agreement may terminate it, with or without cause, upon provision of written notice to the other party to be sent to the above-listed addresses via certified mail. In the event of termination, the VILLAGE shall immediately return the Truck to the TOWN, and the TOWN shall return to the VILLAGE a prorated amount of the rental payment hereunder based upon the number of days the VILLAGE had possession of the Truck.

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

9. 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.

10. 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.

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

VILLAGE OF COLD SPRING

By: _____

By: _____

Marianne Remy
5 Cedar Street
Cold Spring, NY 10516
360.239.1487

Mayor Kathleen Foley and
Board of Trustees
Village of Cold Spring
Cold Spring, NY 10516

January 31, 2022

I am requesting that my Short Term Rental (STR) application be reconsidered and for an exemption from the requirement that the permit applicant will have resided in the Village for a minimum of 3 years.

I moved to Cold Spring and began residing full time in my home in September 2019. In Fall 2021, I submitted an application for a hosted STR permit. I meet all the Village of Cold Spring STR Code application requirements with the exception that the property be owner-occupied for at least 3 years prior to offering the property as an STR.

Over the past two years I have hosted STR guests in the basement of my home. As I reside in my home full time and am retired, I am present in the upstairs portion of my home during STR stays. I am aware of and vigilant to the activities of guests. There have been no issues or complaints from my neighbors. As a retiree I am on a fixed income and the STR has helped me maintain and improve my home. Because of the improvements I have been able to make on my home, I have had comments from neighbors and others walking past that the appearance of my home has improved.

Since moving to the Village I have become involved in the community and have been appointed to a Village Board. I take pride in contributing to this lovely community. Thank you for considering this request.

Marianne Remy



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

Board of Trustees
Meeting Minutes January 19, 2022

The Board of Trustees of the Village of Cold Spring held a Meeting on Wednesday January 19, 2022 via Videoconference as per Chapter 1 of the NY State Local Laws of 2022. Present were Mayor Kathleen E. Foley, Trustees Joe Curto, Cathryn Fadde, Eliza Starbuck and Tweeps Phillips Woods. The meeting was called to order at 7:03.

Opening Remarks

K. Foley made the following opening remarks:

- COVID testing site at Philipstown Rec will not open until noon on Thursday 1/20 due to forecasted inclement weather
- Thanked the Highway Department for their hard work and hours spent salting and plowing the Village streets
- Repairs to the wall on Main Street have paused for the winter

Technology Presentation

Anthony Adamo and David Rowe of Managed Technologies presented recommended technological improvements and options for the Village to explore (copy of presentation attached). Key points included:

- Improve Collaboration through expanded utilization of Microsoft Exchange
 - Upgrade to Teams
 - Host meetings and collaborate on documents in real time
 - Equipment upgrades to facilitate hybrid live/virtual meetings
 - Microsoft Azure cloud resource to remotely access on-premise files
- Upgrade On-Premise Servers
 - Current servers (Village offices + PD) set to reach end-of-life in 2023
 - Recommended servers are designed to support each other in case one fails
 - Current servers do not have that capability
- Surveillance Improvements
 - Expand security camera coverage to include Bandstand/Riverfront area and additional cameras at Mayor's Park Pavilion
 - The cloud based system would provide better surveillance systems via an app that could be accessed from anywhere by multiple users
- SMS Notification System
 - Various options were presented
 - A. Adamo to further investigate
- Additional Items
 - New workstations for select users based on age of current equipment

- Upgrade internet speed at Village Hall
 - Currently 100 Mbps
 - Recommended: 300 Mbps

Next Steps

- A. Adamo to provide cost analysis for surveillance upgrades
 - Additional equipment
 - Cloud-based storage
- A. Adamo to provide recommendation for SMS Messaging System
- Village Board to review and prioritize needs
 - What can be done now vs. 2022-23 Fiscal Year
- Village will follow up with A. Adamo to discuss and prioritize needs

Board Business

Update on Garbage

J. Curto provided an update on discussions with Royal Carting to provide garbage and recycling collection services for the Village. Key points included:

- Village representatives met with Royal Carting via Zoom in 1/18/22
- Public meeting scheduled for 2/2/22
 - Newspaper ads to be placed in PCNR & Current
 - Bid documents to be made available on website

Authorize Mayor to Negotiate Parking Agreement for 40 Main Street

C. Fadde made a motion authorizing the mayor to negotiate a parking agreement for 37 parking waivers, as required by the Village Code, with the owners of 40 Main Street. E. Starbuck seconded the motion and it passed by a vote of 5-0.

Performance Appraisals

The Board discussed the need to conduct employee performance appraisals as part of the FY 2022-23 budget process. Appraisal forms have been obtained from Putnam County Personnel that the Village can use to develop its own. The Board was in agreement that this process is needed.

Vaccination Policy

The Board discussed the fluidity of the pandemic specific to the omicron variant and the impact it has had on the Village staff. The majority of employees have contracted the variant regardless of vaccination status. The policy passed on January 5, 2022 that mandated vaccinations for employees was deemed to be unnecessary. K. Foley made a motion to rescind the Vaccination Policy passed by the Board on 1/5/2022. E. Starbuck seconded the motion and it passed by a vote of 5-0.

Approval of Bills

J. Curto made a motion to approve Batch # 6315 in the amount of \$130,351.11. E. Starbuck seconded the motion and it passed by a vote of 5-0.

Approval of Minutes

C. Fadde made a motion to accept the minutes of the 12/7/2021 as submitted. K. Foley seconded and the motion passed by a vote of 5-0.

E. Starbuck made a motion to accept the minutes of the 12/21/2021 as submitted. J. Curto seconded the motion and it passed by a vote of 4-0-1-0 (K. Foley abstained).

Adjournment

E. Starbuck made a motion to adjourn. J. Curto seconded the motion and it passed unanimously. Meeting adjourned at 9:07 pm.

Submitted by: J. Vidakovich

Jeff Vidakovich

Date

DRAFT



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85 MAIN STREET, COLD SPRING, NY 10516
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Board of Trustees
Meeting Minutes January 26, 2022

The Board of Trustees of the Village of Cold Spring held a Meeting on Wednesday January 26, 2022 via Videoconference as per Chapter 1 of the NY State Local Laws of 2022. Present were Deputy Mayor Tweeps Phillips Woods, Trustees Joe Curto and Eliza Starbuck. Mayor Kathleen E. Foley and Trustee Cathryn Fadde were absent. The meeting was called to order at 7:03.

Moment of Silence

The Board observed a moment of silence to honor slain NYPD Officers Jason Rivera and Wilmer Mora.

Addition of Agenda Item

T. Woods made a motion to add to the agenda and approve Authorizing the Mayor to Sign Mutual Services Agreement between West Point and Cold Spring Fire Company. E. Starbuck seconded the motion and it passed by a vote of 3-0.

Spring and Summer Community Calendar Planning

E. Starbuck stated that the goal is to create an information sharing repository populated with data from organizations across the community. Key elements in the planning process for community events include:

- Operations
 - Bathrooms: proposed opening date of April 10th (coincides w/ Haldane Spring Break)
 - TBD: Start with 4 days a week?
 - When to switch to 7 days a week?
 - Can daily cleaning be incorporated into Highway Dept. schedule?
 - Visitor's Center: 2022 schedule has not been set by Chamber of Commerce
- Community Events
 - Parades
 - Memorial Day
 - Independence Day (when village hosts Community Day)
 - Halloween Parade
 - Veterans' Day
 - Events/Celebrations and tentative dates
 - April 22: Incorporation Day/Earth Day
 - Sept. 5, 6 or 7 Community Day
 - Every other Saturday starting June 25 Film Society
 - December 9-10: Aglow + Tree lighting + Santa Visit
 - Additional events (tentative) per Jeff Amato
 - Putnam Wine & Food Fest Aug 6-7 @ Mayor's Park
 - Hops on the Hudson July 2nd or July 16th @ Mayor's Park

- Visitor Events
 - Seastreak
 - Provides revenue to the Village
 - Weekends during peak foliage season (October – mid-November)
 - Added Fridays in 2021
 - Need to determine if they will be visiting Cold Spring in 2022

Public Comments

- Mark Forlow, Putnam Historical Museum stated that the Museum is interested in tying into these events

Other Business

NY Health Act

Jeff Mikkelson spoke to the Board on the benefits of the NY Health Act. Key points included:

- Provides coverage via single payee system for all New Yorkers
- 22 municipalities across the state have passed resolutions in support of the act
- Potential savings to the village on health care costs
 - Actual savings unknown at this point
- Next Steps
 - Board to review and follow up with Michelle Ascolillo on financial aspect and J. Mikkelson on program questions

Update on Garbage

J. Curto provided an update regarding ongoing discussions with Royal Carting to provide garbage and recycling collection services for the Village

- Public meeting scheduled for 2/2/22
- 95 Gal and 65 Gal bins to be dropped off at Village Hall for public viewing

February Meeting Schedule

- Feb. 2nd: Garbage
- Feb. 9th: Monthly Meeting
- Feb. 16th: Dockside
- Feb. 23rd: Altice Public Hearing

Approval of Bills

T. Woods made a motion to approve Batch # 6330 in the amount of \$95,129.69. E. Starbuck seconded the motion and it passed by a vote of 3-0.

Public Comment

Sean Conway, 18 Morris Avenue asked if additional Yard Waste pickups days could be added to the discussions with Royal Carting? J. Curto responded that additional days probably could be added but at an additional fee.

Jeff Amato Jr. asked if Village residents and businesses could be polled regarding the value of Seastreak as the boats and passengers put a strain on Village resources.

Adjournment

T. Woods made a motion to adjourn. E. Starbuck seconded the motion and it passed unanimously. Meeting adjourned at 8:09 pm.

Submitted by: J. Vidakovich

Jeff Vidakovich

Date

DRAFT