



# 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, DEPUTY MAYOR  
LAURA BOZZI, 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

**Board of Trustees - Monthly Meeting**  
**Village Hall, 85 Main Street**  
**Wednesday, March 15, 2023 @ 7:00 PM**

*The Board of Trustees values input from the Village community. When you speak, please state your name and address for the record. Please keep your comments to three minutes or less and remember that we are all neighbors.*

1. Opportunity to request a vote to add/modify agenda items
2. Announcements
3. Board Business
  - a. Authorize Mayor to Sign IMA with Putnam County re: ARPA
  - b. Approval of Final Listing for Fireman Service Award
  - c. Approval of Minutes – 1/18/23
  - d. Approval of Bills - Batch #: 6852                      Amount: \$91,704.84
4. Budget Discussion
5. Public Comment
6. Adjournment

Members of the public are invited to attend the meeting in-person at Village Hall (85 Main Street) or via Videoconference. To join the meeting via Zoom:

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

Or by phone: 646-558-8656

Meeting ID: 889 8385 3791    Passcode: 365616

Contract # \_\_\_\_\_

**INTERMUNICIPAL AGREEMENT**  
**between**  
**THE COUNTY OF PUTNAM**  
**and**  
**THE VILLAGE OF COLD SPRING**

THIS AGREEMENT, made by and between **THE COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the “County”), acting by and through its Department of Finance, and **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”).

**WITNESSETH:**

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) provides fiscal recovery funds to county governments, as well as other forms of government, pursuant to U.S. Department of Treasury Compliance and Reporting Guidance, for the purpose of alleviating the fiscal stress caused by the COVID-19 pandemic; and

WHEREAS, the County has been allocated \$19.1 million through ARPA, which may be used to provide certain government services; and

WHEREAS, on January 28, 2022, Putnam County Executive MaryEllen Odell wrote to each town and village in the County requesting their feedback regarding the possibility of partnering in projects or services that are eligible for ARPA funding; and

WHEREAS, on March 10, 2022, in the State of the County address to the Putnam County Legislature, County Executive Odell proposed that Putnam County allocate \$5 million of the County’s ARPA funds to be used by the County’s towns and villages in conjunction with the \$11

million in ARPA funding received by said municipalities to complete vital projects in Putnam County; and

WHEREAS, such use of this \$5 million of the County's ARPA funds is limited to certain purposes under the United States Treasury Department's ARPA Final Rule, including for water and sewer infrastructure projects, and a reporting of all ARPA monies spent, and backup documentation must be submitted by the receiving municipalities to County for reporting to the Federal Government; and

WHEREAS, County Executive Odell has proposed that \$5 million of the County's sales tax revenue funds be allocated to County's towns and villages with a focus on infrastructure, mental health, substance abuse, food insecurity, clean water, roads, bridges, and buildings to aid in recovery from the COVID 19 pandemic; and

WHEREAS, County Executive Odell has further proposed that this combined \$10 million in County funds be allocated to County's towns and villages according to their relative populations, as per the 2020 Federal Census; and

WHEREAS, the Village has been allocated 2% of the total County funds, which amounts to \$203,342.00; and

WHEREAS, the Village submitted a project for the water treatment plant – filter replacement project; and

WHEREAS, the County's Commissioner of Finance, in consultation with County's outside auditors, has expressed his belief that the project proposed by the Village appears to be eligible for funding with County's ARPA and sales tax revenue funds.

NOW, in consideration of the foregoing promises, the parties hereto agree that the use of the allocated ARPA funds and County sales tax revenue funds be conveyed to the Village by the County subject to the following terms and conditions contained herein, as follows:

1. The Village submitted a project for the refurbishment of the filters at the Village's water treatment plant (hereinafter referred to as the "Project"). The replacement of these filters will allow the Village to continue to transform the raw water supply from the Village dam and other impoundments into safe, finished water for consumption.
2. The parties acknowledge that the ARPA funding, passed through the County, is made available to support the Village in the completion of the Project.
3. The County will provide an amount, not to exceed \$203,342.00 in both ARPA and County's sales tax revenue (hereinafter referred to as the "Funds") to be used for the completion of said Project.
4. The Village agrees and covenants that the Funds shall not be used for cost that are not related to the Project or the purposes outlined in the United States Treasury Department's ARPA Final Rule (hereinafter "Eligible Expenses").
5. Subject to the terms and conditions contained in the Agreement, County shall disburse the Funds to the Village as follows:
  - a. Reimbursement: County shall make payment directly to the Village in the amount of eligible expenses actually incurred and paid for by the Village, upon presentation to the County of:
    - i. Copies of invoices for eligible expenses from the Village's contractor and/or vendor and proof of payment from the Village to the contractor and/or vendor in a form acceptable to the County; and
    - ii. Such additional supporting documentation as the County may require in order to clearly demonstrate the eligible expenses were incurred and paid by the Village in connection with the Project; or

- b. Payment on Invoice: County may make payment directly to the Village in the amount of eligible expenses actually incurred by the Village, upon presentation to County of:
  - i. Copies of invoices for eligible expenses from the Village's contractor and/or vendor in a form acceptable to County evidencing the completion of work; and
  - ii. Such additional supporting documentation as the County may require in order to clearly demonstrate that eligible expenses were incurred by the Village in connection with the Project.
  - iii. The Village must provide proof of disbursement of the Funds to the respective contractor and/or vendor in a form acceptable to the County, within sixty (60) days of the date that Funds are disbursed to the Village to pay for such costs. County will not make any additional disbursement of Funds until such time as proof of payment is provided.
  - iv. Utilizing the Funds paid to the Village pursuant to this section for any purpose other than paying the contractor and/or vendors identified in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
  - v. County may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this Agreement to reimbursement subject to the terms of paragraph 5(a).
- 6. It is specifically understood and agreed to by the Parties that the Funds must be encumbered by December 31, 2024 and fully expended by December 31, 2026.

Notwithstanding anything to the contrary herein, failure to encumber the Funds by December 31, 2024, or expend the Funds by December 31, 2026, shall subject the Village to a recoupment of the total amount of Funds provided by the County. Any Funds remaining after the completion of the Project must be returned to the County within thirty (30) days of Project completion. Failure to return said unused funds shall constitute a default by the Village of the terms of the Agreement. Upon the occurrence of a default by the Village, County may terminate this Agreement.

7. Upon said termination, County shall be entitled to exercise any other rights and seek any other remedies provided by law.
8. The Village shall provide the County with the necessary information to meet the County's reporting requirements to the U.S. Department of Treasury. This includes maintaining adequate records to demonstrate the Funds are utilized in accordance with the purpose of ARPA. The Village will also submit a semiannual report to the County's Commissioner of Finance on the status of the Project. The County may request additional information, as needed, to meet U.S. Department of Treasury guidelines. The Village shall provide the requested documents to the Commissioner of Finance, or his/her duly authorized representative, within ten (10) business days of the County's request.
9. The term of this Agreement will commence upon full execution of this Agreement and shall continue until December 31, 2026.
10. County shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Village hereby agrees to indemnify, defend, and hold harmless the County, and their respective agents, officers, employees and

directors (collectively, the “Indemnitees”) from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Funds by County to the Village or use of the Project in any manner.

11. The Village agrees not to hold itself out as an agency, department, or office of the County, nor shall any of the Village's officers, employees or agents make any claim against the Village as an officer or employee thereof for such benefit as workers compensation coverage; unemployment insurance benefits, social security coverage or retirement membership or credit or any other benefits accruing to said officers or employees of the County.

12. Any and all notices shall be addressed as follows, or to such other address as may thereafter be designated in writing by either Party hereto, and shall be effective on the date of mailing:

TO the County: County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

Putnam County Commissioner of Finance  
40 Gleneida Avenue, #100  
Carmel, New York 10512

TO the Village: Village of Cold Spring  
85 Main Street  
Cold Spring, New York 10516

13. This Agreement and its attachment(s) constitute the complete understanding of the Parties. Any additional project or amendment/modification to the existing project described herein, must first be submitted to the County Auditor and Commissioner of Finance for review, then the County Executive for recommendation, and finally to the Putnam County Legislature for approval before any funds will be expended.

14. The Village shall comply with all applicable federal, state, and local laws, rules, and

regulation requirements in performing this Agreement, including any and all reporting obligations established by the U.S. Department of Treasury.

15. This Agreement is governed by the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.
16. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.
17. Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding.
18. This Agreement shall not be deemed effective until fully executed by the Parties hereto, the required County signatories and the County Executive.
19. The failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the County of any provision hereof shall be implied.

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









**VILLAGE OF COLD SPRING**  
85 MAIN STREET, COLD SPRING, NY 10516  
TEL: (845) 265-3611 FAX: (845) 265-1002

**Village of Cold Spring Board of Trustees**  
**Workshop Meeting Minutes**  
**January 18, 2023**

The Board of Trustees of the Village of Cold Spring held a workshop meeting on Wednesday, January 18, 2023 at Village Hall. Present were Mayor Kathleen E. Foley, Trustees Laura Bozzi, Cathryn Fadde and Eliza Starbuck. Trustee Tweeps Phillips Woods was absent. The meeting was called to order at 7:00 pm by Mayor Foley.

K. Foley opened the meeting with a tribute to long-time Village resident Anne Impellizzeri who had recently passed away. K. Foley noted Anne's many accomplishments including her volunteerism and contributions to the efforts to update the Village Code.

**Request to Modify Agenda**

K. Foley made a motion to add to the agenda the approval to repair/replace Cla-Val Valve at the Water Plant at a cost of \$5,272. E. Starbuck seconded the motion and it passed by a vote of 4-0-0-1 (T. Woods absent).

**Announcements** - None

**Visitor Management Presentation**

E. Starbuck presented a plan for managing tourism in the Village as it relates to parking and ticketed events. Key elements included:

**Parking**

- Effects of tourism
  - Keeps local economy healthy for businesses
  - Increased vehicular and foot traffic
  - Parking issues
  - Increase in garbage & public bathroom demands
- Managing tourism so it works for villagers
  - Residential Parking Program
    - Permit parking restricted to residents
  - Expand metered parking
    - Main Street
    - Fair Street on weekends
  - Improved signage throughout business district
  - Enhanced safety measures in business district
    - Improved sightlines and safety buffers at crosswalks
  - Improve communications via website
  - Re-evaluate ticketed events
- Smart planning
  - Generate revenue from tourism to offset management costs
    - Parking meter fees and fines
    - Occupancy tax

- Docking fees
- Thinking ahead
  - How to manage tourist influx when Fjord Trail opens
  - Assess parking plan after launch to evaluate effectiveness and “fine tune” as needed

### Board Comments

K. Foley noted that parking issues are spreading to areas beyond the business district as the Village’s popularity as a day trip destination grows. Other areas impacted include “Undercliff” section and Upper Main Street. K. Foley has met with NYS DOT to address metered parking on Upper Main Street (state road)

L. Bozzi asked what is the process and timeline to move the parking plan forward? E. Starbuck responded that the three things that have to be done to implement the plan are 1) order signs 2) update Village Code and 3) finalize parking meters

K. Foley commented that there will be a transition period for both residents and visitors.

L. Bozzi suggested development of a FAQ sheet to address questions and concerns

### Public Comments

Irene Pieza, 6 Paulding Avenue, expressed concerns that parking is already an issue for those living outside the Main Street business district. Parking on Academy Street is an issue on weekends when the First Presbyterian Church hosts food pantry on Saturday and services on Sunday. Additionally, people routinely park above Main Street for multiple days at a time when traveling.

- E. Starbuck commented that residents should notify the Police Department when cars are left for extended periods of time.

Steve Smith, 44 Paulding Avenue, commented that on weekends pedestrian traffic is as much an issue as vehicular traffic. He asked the following questions:

- Will Main Street be metered every day or just weekends/holidays?
  - Per E. Starbuck, the plan is for weekends/holidays
- Will contractor permits be available?
  - Per E. Starbuck, yes in the Residential Parking District and could be considered for Main Street

Judith Rose, 7 Marion Avenue, would like to see signage warning drivers to be careful when driving on Kemble/Marion Avenue

Kathy Gordineer, 5 Fair Street, asked why changes to Fair Street are being considered when traffic is already an issue and sidewalks are in a state of disrepair? Changes create concerns relating to resident access, traffic flow kids playing and foot traffic.

- E. Starbuck replied that all the Village is doing is adding Saturday to conditions that already exist on Sunday. The addition of Saturday will enable the Village to collect additional revenue.

Jesse St. Charles, 13 Fair Street, asked if there is available data for the parking meters that can be broken down by Zone? (Note: data is available by Zone)

L. Bozzi asked if the Village has inquired with NYS regarding metering on 9D?

Amber Stickle, Hy View Terrace and Boscobel, asked:

- Has the Village sought input from Haldane as weekend parking issues spill over to the school?
  - K. Foley replied that Haldane is outside the purview of the Village
- Has Parking Enforcement been addressed?

- K. Foley replied that enforcement already exists and will be addressed again during the budget discussions
- Any discussions with Putnam County regarding public transportation?
  - K. Foley noted that the funding model needs to be revised and addressed
  - E. Starbuck added that a coordinated conversation with all interested/impacted agencies needs to occur

Steve Smith, 44 Paulding Avenue, asked where will Main Street business employees park and clarification on where the starting point for Rte. 301 as a state road (High Street or 9D)?

- E. Starbuck replied that the Parking Committee addressed local business employee parking. Spots around the old Marathon Battery site (The Boulevard and Kemble Avenue) will be reserved for employee parking.
- K. Foley said the Village will follow up with the state as to the starting point of Rte. 301.

Patricia D'Amato, 13 Stone Street, raised the following issues:

- What will parking fines be and are they high enough to act as a detriment?
  - Per E. Starbuck, fines will be determined and codified
- Parking and vehicular traffic are not the only issues as people are already using mass transit
- The Village's infrastructure cannot handle the influx of tourism that the Fjord Trail will create

Karen Jackson, Constitution Drive, asked if the Residential Parking Program and metered parking will apply 7 days a week or just weekends?

- E. Starbuck responded that Residential Parking Permits will be required 7 days a week and metered parking on weekends and holidays.

Barbara Taggart, W. Belvedere Street, commented that during peak tourist season her street is inaccessible by emergency vehicles due to tourist parking on both sides of the street. K. Foley said that in those cases residents should contact the Police Department.

### **Ticketed Events**

K. Foley provided background data on ticketed events at Mayor's Park and Dockside Park

- Two ticketed events in 2022
- Event fees cover Village costs
  - Personnel time
  - Utilities
- The question to be answered is does the Village want to continue to make parks available for ticketed events
  - Drain on resources and staff time
  - Events themselves do not benefit Village residents except for revenue

### **Board/Staff Comments**

C. Fadde commented that there could be a long-term benefit to these events as attendees return to the village to visit and spend money with local businesses.

L. Bozzi stated that there could be financial benefits to keeping the festivals if fees are increased. All options should be considered and talked through before decisions are made.

Jeff Amato, Recreation Commission Chair, added that the main concern of the Commission is that ticketed events limits the use of Mayor's Park for residents when these events are scheduled.

K. Foley added that while there are only a couple of events each year, they do impact quality of life for village residents (crowds, drunken behavior, stress on infrastructure, staff time before and after events, etc.)

L. Bozzi said one question the Board needs to address is if ticketed events are eliminated can the lost revenue be made up elsewhere?

Lillian Moser, Events Coordinator, said one of the problems she has encountered stems from a lack of understanding of the rules and regulations by event organizers. She stated with proper vetting and preparations with event organizers, those issues could be alleviated.

#### **Public Comments**

Irene Pieza, 6 Paulding Avenue, commented that if ticketed events are limited to Dockside Park then the residents of Lower Main Street will feel the impact.

Steve Smith, 44 Paulding Avenue, stated that if events are held at Dockside Park then traffic flow becomes an issue on Lower Main Street

#### **Update on Hudson Highlands Fjord Trail (HHFT)**

K. Foley provided the following updates on HHFT:

- There is an event at the Cold Spring Firehouse on 2/2 at 6:00pm for local residents.
- Public documents are available on the Village website for the Breakneck Connector
  - Expressed concern that lead agency was changed

#### **Board Business**

##### **Approval of Bills**

C. Fadde made a motion to approve Batch #6767 in the amount of \$211,008.58. L. Bozzi seconded the motion and it passed by a vote of 4-0-0-1 (T. Woods not present)

##### **Public Comment**

Mike Turton, Highlands Current, asked if an economic study has been conducted on the effects of tourism on the Village and Town and if consideration has been given to asking the County to re-evaluate how it supports tourism?

#### **Adjournment**

C. Fadde made a motion to adjourn the meeting. K. Foley seconded the motion and it passed unanimously. Meeting adjourned at 9:00 pm

Submitted by: Jeff Vidakovich

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Jeff Vidakovich, Village Clerk

Date