



# 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**  
**JOE CURTO, TRUSTEE**  
**CATHRYN FADDE, TRUSTEE**  
**ELIZA STARBUCK, TRUSTEE**

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

## Board of Trustees Workshop

Via Videoconference as per Chapter 1 of Local Laws of 2022

Wednesday, April 27, 2022 @ 7:00 PM

*The Board of Trustees values input from the Village community. Please keep your remarks to three minutes or less, and address them to the Board. Disparaging remarks will not be allowed; please be neighborly.*

1. Opportunity to Request Vote to Add/Modify Agenda Items
2. Announcements
3. Presentation: Granicus Short-Term Rental Monitoring, Compliance and Enforcement Software
4. Public Comment Period I
  - Reserved for comments on the primary workshop topic and open agenda items
5. Resolutions 8, 9 & 10 of 2022 Adopting FY 2022-23 Budgets
6. Authorize Mayor to Sign Agreements with:
  - a. Cold Spring Film Society
  - b. Town of Philipstown for Code Enforcement Services
  - c. Munistat (Bond Issuance)
  - d. EFPR Group (Auditors)
7. Approve Hiring of T. Hopper as P/T Laborer at a rate of \$19/hour
8. Resolution 11-2022 Approving Parking Agreement for 40 Main Street
9. Resolution 12-2022: Request to the MTA for the Continued Closure of the Breakneck Mountain Trailhead Train Stop
10. Resolution 13-2022 Authorizing Mayor to Execute Transfer of Property Documents
11. Request for Community Day Volunteers & Approve Taking Out Ads in PCNR & The Current
12. Update re: Ad-Hoc Committee on Police Reform
13. Approve Request by Montessori School to use Bandstand (April 29<sup>th</sup>)
14. Public Comment Session 2 –Open Comment
15. Adjournment

Join Zoom Meeting:

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

Or by phone: 646-558-8656

Meeting ID: 889 8385 3791

Passcode: 365616

04/25/2022 3:35 PM



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## RESOLUTION 08-2022 GENERAL FUND BUDGET

A resolution adopting a General Fund budget for the fiscal year commencing on June 1, 2022 and ending on May 31, 2023, making appropriations for the conduct of the Village of Cold Spring government and establishing the rates of compensation for officers and employees for such period.

The following resolution was offered by \_\_\_\_\_ or adoption and seconded by \_\_\_\_\_, to wit:

**WHEREAS**, this board has met at the time and place specified in the notice of public hearing on the tentative General Fund budget and heard all persons desiring to be heard thereon,

**NOW THEREFORE BE IT RESOLVED**, that the tentative General Fund budget, as amended and revised, and as hereinafter set forth in the amount \$2,846,538, is hereby adopted and that the several amounts stated in the column titled "Tentative" in the tentative General Fund budget, but hereafter referred to as "Adopted", in Schedule A, are hereby appropriated for the objects and purposes specified and the salaries and wages stated in the salary schedule of the tentative General Fund budget shall be and are hereby fixed at the amounts shown therein, effective Wednesday, April 27, 2022; and

**FURTHER BE IT RESOLVED**, that the tentative Fireman's Service Award Tax Levy, as amended and revised, and as hereinafter set forth, in the amount of \$35,000, is hereby adopted and the amounts stated are hereby appropriated for the object and purpose specified, and are hereby fixed at the amount shown therein, effective Wednesday, April 27, 2022.

On roll call vote:

- Trustee Joe Curto voting
- Trustee Cathryn Fadde voting
- Trustee Eliza Starbuck voting
- Trustee Tweeps Phillips Woods voting
- Mayor Kathleen E. Foley voting

Resolution 08-2022 officially adopted on \_\_\_\_\_ by a vote of \_\_\_\_\_.

**RESOLUTION 09-2022 WATER FUND BUDGET**

A resolution adopting a Water Fund budget for the fiscal year commencing on June 1, 2022 and ending on May 31, 2023, making appropriations for the conduct of the Village of Cold Spring government and establishing the rates of compensation for officers and employees for such period.

The following resolution was offered by \_\_\_\_\_ or adoption and seconded by \_\_\_\_\_, to wit:

**WHEREAS**, this board has met at the time and place specified in the notice of public hearing on the tentative Water Fund budget and heard all persons desiring to be heard thereon,

**NOW THEREFORE BE IT RESOLVED**, that the tentative Water Fund budget as hereinafter set forth, in the amount of \$836,171 is hereby adopted and that the several amounts stated in the column titled "Tentative" in the tentative Water Fund budget, but hereafter referred to as "Adopted", in Schedule F, are hereby appropriated for the objects and purposes specified and the salaries and wages stated in the salary schedule of the tentative Water Fund budget shall be and are hereby fixed at the amounts shown therein effective Wednesday, April 27, 2022.

On roll call vote:

- Trustee Joe Curto voting
- Trustee Cathryn Fadde voting
- Trustee Eliza Starbuck voting
- Trustee Tweeps Phillips Woods voting
- Mayor Kathleen E. Foley voting

Resolution 09-2022 officially adopted on \_\_\_\_\_ by a vote of \_\_\_\_\_.

**RESOLUTION 10-2022 SEWER FUND BUDGET**

A resolution adopting a Sewer Fund budget for the fiscal year commencing on June 1, 2022 and ending on May 31, 2023, making appropriations for the conduct of the Village of Cold Spring government and establishing the rates of compensation for officers and employees for such period.

The following resolution was offered by \_\_\_\_\_ or adoption and seconded by \_\_\_\_\_, to wit:

**WHEREAS**, this board has met at the time and place specified in the notice of public hearing on the tentative Sewer Fund budget and heard all persons desiring to be heard thereon,

**NOW THEREFORE BE IT RESOLVED**, that the tentative Sewer Fund budget, as hereinafter set forth in the amount of \$609,759 is hereby adopted and that the several amounts stated in the column titled "Tentative" in the tentative Sewer Fund budget, but hereafter referred to as "Adopted", in Schedule G are hereby appropriated for the objects and purposes specified and the salaries and wages stated in the salary schedule

of the tentative Sewer Fund budget shall be and are hereby fixed at the amounts shown therein effective Tuesday, April 27, 2022.

On roll call vote:

Trustee Joe Curto voting

Trustee Cathryn Fadde voting

Trustee Eliza Starbuck voting

Trustee Tweeps Phillips Woods voting

Mayor Kathleen E. Foley voting

Resolution 10-2022 officially adopted on \_\_\_\_\_ by a vote of \_\_\_\_\_.

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**Jeff Vidakovich, Village Clerk-Treasurer**

**MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT made this 28th day of **March, 2022** by and between the VILLAGE OF COLD SPRING, a municipal corporation of the State of New York, having an office at VILLAGE Hall, 85 Main Street, Cold Spring, New York 10516, (hereinafter the "VILLAGE") and THE COLD SPRING FILM SOCIETY whose address is 192 Main Street, Cold Spring, New York 10516 ("FILM SOCIETY"),

WHEREAS, the FILM SOCIETY proposes to present a series of family-friendly films to be screened outdoors this summer at Dockside Park; and

WHEREAS, the FILM SOCIETY has tentatively proposed *five (5)* screening dates and *five (5)* rain dates of *June 25, 2022 (June 26, 2022 rain date) July 9, 2022 (July 10, 2022 rain date), July 23, 2022 (July 24, 2022 rain date), August 6, 2022 (August 7, 2022 rain date), August 20, 2022 (August 21, 2022 rain date);* and

WHEREAS, the films will be open to all VILLAGE residents and visitors at no charge; and

WHEREAS, the FILM SOCIETY has secured the use of Dockside Park for the said films for the said dates; and

WHEREAS, the State Park permit requires liability insurance coverage in the amount of \$1,000,000 for both property damage and bodily injury with the State listed as an additional insured on the Policy; and

WHEREAS, the FILM SOCIETY has approached the VILLAGE and requested the VILLAGE partner with the FILM SOCIETY in presentation of the said films as a municipal recreational activity for the residents of the VILLAGE;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

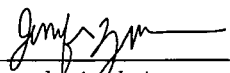
1. The VILLAGE shall sponsor and participate in the proposed presentation of films at Dockside Park; and
2. The FILM SOCIETY, and its members, shall act as unpaid volunteers on behalf of the VILLAGE in organizing and presenting the said series of family friendly films at no charge for the benefit of the residents of the VILLAGE as a municipal recreational activity; and
3. The VILLAGE shall procure liability insurance in the amount of not less than \$1,000,000 for both property damage and bodily injury for the said film events including a certificate of insurance bearing the following additional insured endorsement: "Additional Insured: The People of the State of New York, Executive Department, the NYS Office of Parks, Recreation And Historic Preservation, Taconic Region, its Officers, Agents, employees and assigns."
4. Either party may cancel this Agreement on twenty-four (24) hour notice with or without cause.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Understanding effective the day and year first above written:

VILLAGE OF COLD SPRING

By: \_\_\_\_\_  
Kathleen E. Foley, MAYOR

FILM SOCIETY

By:  \_\_\_\_\_  
authorized signatory

## INTERMUNICIPAL AGREEMENT FOR CODE ENFORCEMENT SERVICES

This agreement (the "Agreement") made as of this 21<sup>st</sup> day of April by and between the Village of Cold Spring, New York ("VILLAGE"), a municipal corporation with its offices and principal place of business located at 85 Main Street, Cold Spring, NY 10516, and the Town of Philipstown, New York ("TOWN"), a municipal corporation with offices and principal place of business located at 238 Main Street, Cold Spring, NY 10516.

### WITNESSETH

**WHEREAS**, the TOWN acknowledges having a fully staffed and functional office designated the Building Department or Code Enforcement Office (the "Department"), for the administration and enforcement of zoning laws and the New York State Uniform Fire Prevention and Building Code ("State Code") and all related matters with sufficient capacity to meet the obligations set forth herein; and

**WHEREAS**, the VILLAGE is concerned about its limited resources to properly administer and enforce the Village's zoning laws, and VILLAGE'S subdivision law (including but not limited to planning, building, historic district and zoning regulations within the Village Code) (collectively and inclusively the "VILLAGE CODE") and the State Code; and

**WHEREAS**, the TOWN has in its employ, personnel experienced in enforcing the State Code and other ordinances, codes, regulations, local laws, etc. of the TOWN, which are similar to those in the VILLAGE; and

**WHEREAS**, the VILLAGE desires to contract with the TOWN for administrating and enforcing the VILLAGE CODE, the State Code and related services offered by the Department (the "Code Services"); and

**WHEREAS**, the TOWN is willing and has sufficient facilities and personnel to conduct the Code Services, including Fire Inspection, to the VILLAGE on the terms and conditions set forth herein; and

**WHEREAS**, on June 1, 2018, the TOWN and VILLAGE entered into a similar agreement with respect to Code Enforcement services that was terminated on August 7, 2020; and

**WHEREAS**, municipal corporations have the authority under the New York State General Municipal Law to enter into agreements for the performance among themselves of their respective, powers and duties; and

**WHEREAS**, both the VILLAGE and the TOWN, in order to provide the most efficient service to its constituents, have determined, pursuant to Article 5-G of the New York State General Municipal Law, that the best interests of the public would be served by the entry into another inter-governmental agreement; and

**NOW THEREFORE**, in the spirit of municipal cooperation and in an effort to reduce expenses for both the VILLAGE and the TOWN and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Administration:**

1. The Department shall furnish and administer the Code Enforcement Services on behalf of the VILLAGE for the term of this Agreement. Such Code Enforcement Services shall include, without limitation, review of building and related applications; review of plans and other required applications; issuance of permits, referrals and certificates of occupancy/completion as appropriate; interfacing with the Village Board and Mayor; the preparation of reports to the Village regarding the issuance of building permits, certificates of occupancy/completion, notices of violation, summonses, stop work orders and related documents; appearance in Justice Court as appropriate; property inspections, construction inspections; and the administration and enforcement of the State Code, as well as the VILLAGE CODE and local flood plain regulations.
2. The TOWN'S Code Enforcement Officer primarily assigned to the VILLAGE shall possess all the necessary skills, training, education and certifications to perform the duties and responsibilities of such position as required by law and under this Agreement. It is preferred that such person have at least two (2) years of experience in such capacity or be employed under the direct supervision of an employee of the TOWN having such qualifications. The Code Enforcement Officer shall submit written monthly reports regarding activities undertaken by him/her to the VILLAGE Board and such other additional reports at different frequency as the parties hereto agree. Such reports shall be placed on file with the Village Clerk.
3. All records, reports, documents and materials as are required to provide the Code Services to be performed under this Agreement shall be maintained by the VILLAGE.
4. The TOWN agrees to provide to the VILLAGE such code enforcement services as are needed. Such services shall be performed as soon as is reasonably possible to avoid any unnecessary delay to processing any incoming building permit applications and/or conducting any fire inspections.
5. The Code Enforcement Officer shall receive from the TOWN, or under its auspices, all training and certification necessary for the effective implementation of this Agreement. Further, said Code Enforcement Officer shall be certified as such by New York State.
6. The Department, in carrying out the duties described herein shall follow its normal policies and procedures to the extent that such policies and procedures do not conflict with the VILLAGE CODE or any other applicable state or local law, regulation or procedure.

7. This Agreement shall be effective upon the date it is executed by both parties through and until it is terminated by either party upon thirty (30) days prior written notice to the other party; and
8. This Agreement is subject to monthly review; and
9. The VILLAGE shall pay the TOWN a monthly rate of ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) for the use of the TOWN'S Code Enforcement Officer. Payment schedule to be determined and approved by both the VILLAGE and the TOWN.
10. Application and Permit fees will be collected and recorded by the VILLAGE; and
11. The VILLAGE will be responsible for collecting and recording all applications and plans. All collected applications and plans will be forwarded to the TOWN once recorded and deemed complete.

**Miscellaneous:**

12. The TOWN shall provide such supplies, materials, travel reimbursement and other expenses to the personnel chosen by the TOWN to carry out the services required under this Agreement, all without reimbursement from the VILLAGE except as otherwise provided herein. The VILLAGE shall provide all forms particular to it including, but not limited to, building permits, certificates of occupancy/completion, etc.
13. The parties agree that the status of the personnel selected by the TOWN to supply the services required hereunder shall be independent contractors of the VILLAGE and shall not be employees of the VILLAGE. The TOWN shall be responsible for providing to such personnel any and all salary, wages, and benefits of employment such as, but not limited to, worker's compensation, unemployment insurance, retirement benefits, health insurance benefits, compensatory time, disability leave, sick leave, vacation leave, etc.
14. Both parties agree that they will, at their own expense, indemnify, defend and hold harmless each other, its officers, agents and employees from any and all liability, judgment costs, damages, attorney's fees and expenses by reason of any act, failure to properly act, or negligence of its employees or by not adhering to the guidelines as established by either the TOWN or the New York State Department of State in the provisions and performance of inspection work as set forth in this Agreement, providing however, that timely notice shall be given by each party to the other of any claim that may be asserted with regard to the work, labor and services set forth in this Agreement.

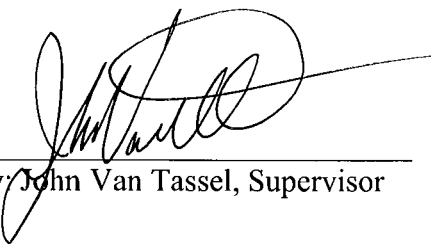


15. Each party will obtain and keep in force and effect during the term of this Agreement general liability and public liability insurance in the amount of \$1,000,000 to cover liability and will make the other municipality the named insured on said policy. Each party agrees that a representative will provide the necessary documentation and testimony in court, arbitration or other legal proceedings if and when the other party so desires without costs or expense on the other party.
16. This Agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.
17. All notices hereunder shall be in writing, mailed first class, certified or registered or delivery by hand to the address of the party as set forth on page 1 of this Agreement, or to such other address as such party may designate from time to time by such notice, and shall take effect when mailed or when received if delivered by hand.
18. Each municipality has agreed to and approved this Agreement, a copy of the resolution of each respective governing body, approving the terms and conditions contained in this Agreement is annexed hereto as Exhibits "A" and "B" and made a part hereof.

IN THE WITNESS WHEREOF, the parties have indicated their agreement in the spaces provided below.

TOWN OF PHILLIPSTOWN

VILLAGE OF COLD SPRING

  
\_\_\_\_\_  
By: John Van Tassel, Supervisor

\_\_\_\_\_  
By: Kathleen E. Foley, Mayor

WHEREAS, the Town Board has before it a proposed Intermunicipal Agreement for shared Building Inspector Services with the Village of Cold Spring; and

WHEREAS, the Town Board is willing to have the Town Building Inspector provide building inspection and code enforcement services for the Village of Cold Spring under the terms and conditions set forth in the said Intermunicipal Agreement;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby approves the proposed Intermunicipal Agreement with the Village of Cold Spring for shared Building Inspector Services; and
2. That the Town Supervisor is authorized to execute the said Intermunicipal Agreement and any documents necessary to carry out the terms and provisions thereof.

Councilman Flaherty presented the foregoing resolution which was seconded by Councilwoman Farrell,

The vote on the foregoing resolution was as follows:

Judith Farrell, Councilwoman, voting \_\_\_\_\_ AYE \_\_\_\_\_

Jason Angell, Councilman, voting \_\_\_\_\_ AYE \_\_\_\_\_

Robert Flaherty, Councilman, voting \_\_\_\_\_ AYE \_\_\_\_\_

Megan Cotter, Councilwoman, voting \_\_\_\_\_ ABSENT \_\_\_\_\_


John VanTassel, Supervisor, voting \_\_\_\_\_ AYE \_\_\_\_\_

#### CERTIFICATION

I, **Tara K. Percacciolo**, the duly qualified and acting Town Clerk of the Town of Philipstown, Putnam County, New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of the Workshop Meeting of the Town Board of the Town of Philipstown, held on April 20, 2022, and that the Resolution set forth herein is a true and correct copy of the Resolution of the Town Board of said Town adopted at said meeting.

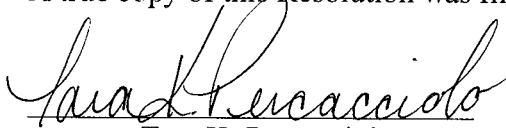
**I FURTHER CERTIFY** that pursuant to section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the said Town, this 20<sup>th</sup> day of April, 2022.

  
Tara K. Percacciolo  
TOWN CLERK

(seal)

A true copy of this Resolution was filed in the Office of the Town Clerk on April 20, 2022.

  
Tara K. Percacciolo  
TOWN CLERK



April 13, 2022

## MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of \_\_\_\_\_ ("Effective Date") between the Village of Cold Spring, ("Village") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

### RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the Village desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in **Appendix A** ("Work Orders"), and Munistat desires to provide services to the Village in connection with such Work Orders.

### AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders, and Munistat's services as the Village's Municipal Advisor shall be expressly limited to the services noted therein.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in **Appendix B**.
3. Agreement to Provide Information. The Village agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The Village further agrees to not intentionally omit any material information relevant to Munistat's provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided.
4. Compensation. Munistat shall receive a fee for any services rendered to the Village pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.

5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.
  
6. Required Regulatory Disclosures. Munistat is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the Village's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472

The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

7. Disclosure of Conflicts of Interest. The Village acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The Village further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The Village hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the Village as noted in Appendix C and such disclosures shall be incorporated by reference into this Agreement to the same extent as if set forth herein. In this regard, Village hereby authorizes the Village Accountant to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the Village.

Munistat certifies, under penalty of perjury, that it has and implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Our policy meets the requirements of section 201-g of the Labor Law.

*[Signature page follows]*

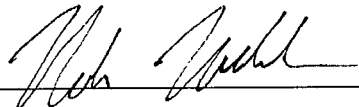
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

**VILLAGE OF COLD SPRING**

**MUNISTAT SERVICES, INC.**

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

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

Name: \_\_\_\_\_

Name: Noah Nadelson

Title: \_\_\_\_\_

Title: Chief Executive Officer

## **APPENDIX A**

### **SERVICES**

- Meet with appropriate Village Officials to discuss plan of finance and establish the timeline.
- Preparation of maturity schedules for bond issues which will be acceptable to the Village and to Bond Counsel, in accordance with Local Finance Law. We will offer options, i.e. traditional versus level debt, term of bonds so that the Village may make an informed decision regarding current as well as future budgetary impact.
- We will assist the Village with the preparation of the Official Statement, based on information provided by the Village and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third-party distribution and electronic bidding platform.
- We submit requested documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the Village’s rating.
- Since almost all bond and note issues are issued in book-entry-only form, we coordinate with the Village, bond counsel and The Depository Trust Company (DTC) to ensure that the procedure is accomplished smoothly and efficiently.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We ensure the publication of the Notice of Sale for bond issues within the required time limits.
- We prepare the Debt Statement for certain bond issues and file it with the State Comptroller’s office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Village, bond counsel, the underwriter, and the bond insurance company (if applicable).

- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, to the fiscal agent (or DTC) and bond counsel.
- We assist the Village in short-term and long-term financings with the Environmental Facilities Corporation. Such financings require much of the services described above. Additional services include, but are not limited to: coordinate the collection of financial and operating information during the application process, participation in conference calls, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and tax impact analysis.
- If appropriate, we assist the Village in lease financings (energy performance contract, vehicle, LED lighting, etc.). Such services include but are not limited to: coordinate the collection of financial and operating information, verify and analyze the projected cash flows, draft the Request for Proposals, accept the bids via competitive public sale on the lease and help determine the award, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and coordinate the closing.
- In accordance with SEC Rule 15c2-12 and the Undertaking to Provide Continuing Disclosure as executed by the Village in connection with the sale of certain bonds and delivered at the closing for such bonds, the Village may be obligated to file a Statement of Annual Financial and Operating Information with the Electronic Municipal Market Access System (“EMMA”) according to the Agreement. When necessary, we are available to help the Village to ensure compliance with its Continuing Disclosure Undertakings.



## **APPENDIX B**

### **FEEES AND EXPENSES**

The fees for our services for capital project financings will *not exceed* the following: Serial Bonds - \$9,500 for each bond issue with an Official Statement up to \$3,000,000 and \$0.85 per \$1,000 thereafter; Refunding Serial Bonds - \$12,500 with an Official Statement up to \$3,000,000 and \$1.85 per \$1,000 thereafter; Bond Anticipation Notes – Base fee of \$3,500 for each note with an Official Statement up to \$3,000,000 and \$0.45 per \$1,000 thereafter; Lease financings - \$6,500 and \$0.35 per \$1,000 thereafter; Environmental Facilities Corporation Financings - \$3,500 due upon closing of short-term financings and an additional \$12,500 due upon closing of the long-term financing. The fee for general consulting services will be \$150 per hour with the terms of the service agreed upon prior to the engagement.

The fee for preparation and filing of the Statement of Annual Financial and Operating Information in accordance with SEC Rule 15c2-12, and the Village's Continuing Disclosure Undertaking will be \$1,750. There is no charge for the filing of material event notices.

All of the above fees represent our experience in working with local governments for the last several years, a general understanding of the capital project plans and the necessary time expected to execute each transaction.

It should be noted that these fees represent a “not to exceed” amount. Munistat has historically discounted much of the above fees due to size, the issuance of more than one bond issue in a given year, or single-purpose borrowings.

The fee for our services includes all out-of-pocket expenses. Other normal issuing costs, such as bond counsel fees, rating agency fees and publication of resolutions and Notices of Sale are billed directly to the Village by the respective parties.

Munistat Services, Inc. will not charge to attend meetings of the Board, work sessions, meetings with bond counsel, ratings agencies, or any other meetings associated with a capital project. We do not charge any fees for services delivered prior to a referendum, including preparation of estimated debt service and tax rate impact schedules. There will be no charge until, and unless the closing of the bonds or notes take place.

## **APPENDIX C**

### **DISCLOSURE OF CONFLICTS OF INTEREST**

#### **FIXED FEE**

Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

#### **CONTINGENT COMPENSATION**

The fees to be paid by the Village to Munistat Services, Inc. are contingent on the size and successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Munistat Services, Inc. may have an incentive to recommend unnecessary financings or to recommend a larger transaction to the Village. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Munistat Services, Inc. may have an incentive to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Munistat Services, Inc. manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the Village ahead of its own.

#### **OTHER MATERIAL CONFLICTS OF INTEREST**

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Village in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.



6390 Main Street, Suite 200  
Williamsville, NY 14221

P 716.634.0700  
TF 800.546.7556  
F 716.634.0764  
W EFPRgroup.com

April 12, 2022

Mr. Jeff Vidakovich  
Village Clerk/Treasurer  
Village of Cold Spring  
85 Main Street  
Cold Spring, New York 10516

Dear Jeff:

Attached is our engagement letter to provide audit and related services to the Village of Cold Spring for the year ending May 31, 2022. If the terms of this letter are satisfactory to you, please sign the letter and return it to me at your convenience.

Please call me if you have any questions.

Very truly yours,

EFPR GROUP, CPAs, PLLC

A handwritten signature in black ink, appearing to read 'Douglas E. Zimmerman'.

Douglas E. Zimmerman, CPA  
Partner

DEZ:kms

Enclosure



6390 Main Street, Suite 200  
Williamsville, NY 14221

P 716.634.0700  
TF 800.546.7556  
F 716.634.0764  
W EFPRgroup.com

April 12, 2022

Mr. Jeff Vidakovich  
Village Clerk/Treasurer  
The Board of Trustees  
Village of Cold Spring  
85 Main Street  
Cold Spring, New York 10516

Dear Mr. Vidakovich:

We are pleased to confirm our understanding of the services we are to provide Village of Cold Spring (the Village) for the year ending May 31, 2022.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Village as of and for the year ending May 31, 2022. Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget to Actual - General Fund
- 3) Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget to Actual - Water Fund
- 4) Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget to Actual - Sewer Fund

Mr. Jeff Vidakovich

April 12, 2022

Page 2

- 5) Schedule of Village's Proportionate Shares of Net Pension Liabilities
- 6) Schedule of Village's Pension Contributions
- 7) Schedule of Changes in Village's LOSAP Liability
- 8) Schedule of Changes in Village's Total OPEB Liability and Related Ratios

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of law, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statement in accordance with *Government Auditing Standards*.

### **Auditors' Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Village and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner the achieved fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Village or to acts by management or employees acting on behalf of the Village. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

Note that planning has not concluded and modifications may be made.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the Village and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting in error, as fraud may involve collusion, forgery, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Village in conformity with accounting principles generally accepted in the United States based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Village from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Mr. Jeff Vidakovich  
April 12, 2022  
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Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Village involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Village received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Village complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.



Mr. Jeff Vidakovich  
April 12, 2022  
Page 6

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of EFPR Group, CPAs, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of EFPR Group, CPAs, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or oversight agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

John S. Costilow is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Douglas E. Zimmerman is the concurring, technical review partner. We expect to begin our audit on approximately August 8, 2022 and to issue our reports no later than September 30, 2022.

Our fees for these services will be \$12,250, as stated in our correspondence dated April 12, 2018.

Mr. Jeff Vidakovich  
April 12, 2022  
Page 7

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the County of Erie and State of New York by NAM (National Arbitration and Mediation Inc.), according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to New York State law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our peer review report accompanies this letter.

### **Reporting**

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Mayor and Members of the Village Board of Trustees of Village of Cold Spring. Circumstances may arise in which it is necessary in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Village is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Mr. Jeff Vidakovich  
April 12, 2022  
Page 8

We appreciate the opportunity to be of service to the Village and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

EFPR GROUP, CPAs, PLLC



Douglas E. Zimmerman, CPA  
Partner

RESPONSE:

This letter correctly sets forth the understanding of the Village of Cold Spring

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Lisa M. Altschaffl, CPA  
Jeffrey P. Anzovino, CPA, MSA  
Cole F. Beehner, CPA  
Charles A. Deluzio, CPA

Joseph E. Petrillo, CPA  
Stacey A. Sanders, CPA, CSEP  
Daniel W. Wilkins, CPA

### Report on the Firm's System of Quality Control

June 8, 2020

To the Partners of EFPR Group LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of EFPR Group LLP (the firm) in effect for the year ended November 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of EFPR Group LLP, in effect for the year ended November 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*; *pass with deficiency(ies)* or *fail*. EFPR Group LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads 'Deluzio &amp; Company LLP'.

Deluzio & Company LLP



**CPAAI**  
CPA ASSOCIATES INTERNATIONAL

351 Harvey Avenue, Suite A, Greensburg, PA 15601 // p - 724-838-8322 // f - 724-853-6500  
45 South 23rd Street, Suite 102, Pittsburgh, PA 15203 // p - 412-481-1900 // f - 412-481-1923  
[www.DeluzioCPA.com](http://www.DeluzioCPA.com)

Resolution No.: 11 of 2022  
**THE VILLAGE OF COLD SPRING**

<b>Roll Call Vote</b>				
Names	Ayes	Noes	Abstain	Absent
<i>Mayor</i> <b>Kathleen E. Foley</b>				
<i>Deputy Mayor</i> <b>Tweeps Phillips Woods</b>				
<i>Trustee</i> <b>Eliza Starbuck</b>				
<i>Trustee</i> <b>Cathryn Fadde</b>				
<i>Trustee</i> <b>Joe Curto</b>				
<b>TOTAL</b>				

The following was presented

By:

Seconded by:

Date of Adoption: \_\_\_\_\_, 2022

**RESOLUTION OF THE VILLAGE BOARD OF TRUSTEES OF THE  
 VILLAGE OF COLD SPRING AUTHORIZING THE MAYOR TO EXECUTE  
 A PARKING EASEMENT AGREEMENT FOR 40 MAIN STREET**

**WHEREAS**, 40 Main Street CS, LLC (the “Applicant”) owns property located at 40 Main Street, Cold Spring, New York with a Putnam County tax map identification number of Section 48.12, Lot 2, Block 4 (the “Property”), which is located in the Village’s B-1 zoning district; and

**WHEREAS**, the Applicant applied to the Village of Cold Spring Planning Board for site plan approval to convert the Property from a retail use, to a mixed-use consisting primarily of office space with some retail remaining; and

**WHEREAS**, via Resolution #88-2021 the Village of Cold Spring, Board of Trustees (“VBOT”) approved a payment of fees in lieu of providing off-street parking resulting from the change of use at 40 Main Street; and

**WHEREAS**, pursuant to Resolution #88-2021, as part of potentially granting the parking waiver under Section 134-18.E(7) of the Village’s Zoning Code for the thirty (37) off-street parking spaces required for the office aspect of the project, the VBOT would consider a parking easement agreement with the Applicant, wherein the Applicant will agree to pay a per-space fee to the Village for use of the Fair Street/Mayor’s Park municipal parking lots during the days on Monday to Thursday; and

**WHEREAS**, the VBOT's decision on potentially applying the waiver provision for the off-street parking spaces related to the proposed office use was contingent on negotiating a parking easement agreement between the VBOT and the Applicant; and

**WHEREAS**, the VBOT and the Applicant have negotiated such an agreement, which agreement is attached hereto as **EXHIBIT A**; and

**NOW, THEREFORE, IT IS HEREBY:**

**RESOLVED**, that the Village Board hereby authorizes the Mayor to execute the Parking Easement Agreement, in substantially the same form as the attached agreement, subject to the review and approval as to form and content by the Attorney for the Village.

**BY ORDER OF THE VILLAGE BOARD OF THE  
VILLAGE OF COLD SPRING, NEW YORK**

Dated \_\_\_\_\_, 2022

\_\_\_\_\_

# PARKING EASEMENT AGREEMENT

**THIS PARKING EASEMENT AGREEMENT** (“Parking Agreement”) is made the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Village of Cold Spring, a municipal corporation established under the laws of the State of New York, with offices at 85 Main Street, Cold Spring, New York (the “Grantor” or “Village”) and 40 Main Street CS, LLC, a domestic limited liability company having an address at P.O. Box 560, Garrison, New York 10524 (the “Grantee” or “40 Main”) (Grantor/Village and Grantee/40 Main are collectively called the “Parties”).

**WHEREAS**, the Grantor owns a certain real property with improvements located at 61 Fair Street, consisting of approximately 8.26 acres, with a Putnam County tax map identification number of Section 48.8, Block 1, Lot 24.1, which is more particularly described in Schedule A annexed hereto and made a part hereof (the “Village Property”); and

**WHEREAS**, the Village Property is utilized for various municipal purposes, including, but not limited to a municipal parking lot known as the Fair Street and Mayor’s Park municipal parking lot (the “Municipal Lot”); and

**WHEREAS**, the Municipal Lot contains off-street parking spaces available to the general public, for a hourly fee; and

**WHEREAS**, the Grantee owns a certain real property with improvements located at 40 Main Street, Cold Spring, New York, with a Putnam County tax map identification number of Section 48.12, Block 2, Lot 4, which is more particularly described in Schedule B annexed hereto and made a part hereof (the “40 Main Property”); and

**WHEREAS**, the Grantee applied to the Village of Cold Spring Planning Board (the “Planning Board”) for site plan approval to convert the 40 Main Property from a retail use, to a mixed-use consisting primarily of office space with some retail remaining (the “Project”); and

**WHEREAS**, as per the Village’s off-street parking requirements set forth in Section 134-18.E(1) of the Village of Cold Spring Zoning Code (the “Code”), the reconfigured building at the 40 Main Street Property requires a total of forty-four (44) off-street parking spaces; and

**WHEREAS**, seven (7) of those parking spaces are required for the retail space, where the retail space consists of approximately 1,068 square feet; and thirty-seven (37) spaces are required for the office space which consists of approximately 5,496 square feet; and

**WHEREAS**, the Project proposes no off-street parking on the 40 Main Property itself; and

**WHEREAS**, Section 134-18.E(7) of the Code allows the Village Board of Trustees to accept payment of a fee or periodic fees in substitution for providing off-street parking, if the subject property is located in the B-1 or B-2 zoning district; and

**WHEREAS**, the Planning Board issued its report and recommended the parking waiver for the retail aspect of the Project, that is the seven (7) retail related off-street parking spaces (one of which is automatically grandfathered and does not need a waiver); and

**WHEREAS**, the Planning Board's report did not recommend a waiver for the other thirty-seven (37) spaces because of the longer-term parking associated with the office use at the 40 Main Property, but the Planning Board did recommend that the Grantee work with the Village Board of Trustees to permit some long-term parking spaces at the Municipal Lot during business hours (Monday through Thursday) to provide the necessary long-term parking for the office aspect of the Project; and

**WHEREAS**, the Village Board determined that there is ample parking in the Village's Fair Street municipal lot (Monday through Thursday); and

**WHEREAS**, as part of potentially granting the parking waiver for the thirty-seven (37) off-street parking spaces required for the office aspect of the Project, 40 Main and the Village need to enter into this Parking Agreement for the use of the Municipal Lot so that the employees working at the 40 Main Property can park in the Municipal Lot Monday through Thursdays; and

**WHEREAS**, the proposed parking agreement will not grant the Grantee exclusive or guaranteed use of any parking spaces in the Municipal Lot, but it will provide the Grantee a viable option for the employees that do require long term parking; and

**WHEREAS**, the Village Board of Trustees adopted Resolution #88-2021, which granted the necessary off-street retail parking waivers for the Project at the 40 Main Property subject to the Grantee and the Village entering into this Parking Agreement; and

**WHEREAS**, the Village has determined that 40 Main will need twenty (20) off-street parking spaces within the Municipal Lot to account for the contemplated office workers at the 40 Main Property; and

**NOW, THEREFORE**, in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, each to the other in hand paid, receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **EASEMENT RIGHT IN MUNICIPAL LOT.** The Village hereby grants a perpetual, non-exclusive easement for the benefit of the 40 Main Property for the use of twenty (20) off-street parking spaces located within the Municipal Lot, as well as the pedestrian and vehicular ingress and egress and vehicular parking over and across the Municipal Lot (the "Parking Easement"). The rights established by this Parking Easement are more specifically defined as follows:
  - a. The Grantee's use of the Municipal Lot for its employees is limited to Monday through Thursday, 8 am to 6 pm. Grantee's employees must park in the Municipal Lot and should not be parking on any streets within the Village, so long as space is available within the Municipal Lot.



- b. The Grantee has determined that twenty (20) spaces at the Municipal Lot will meet actual parking needs for the 40 Main Property.
  - c. As per Section 134-18E(7), thirty-seven spaces are required for the office use at 40 Main Street. The Village has determined that in order to meet the requirements of 134-18E(7), it is sufficient for the Grantee to make payment for the twenty (20) spaces and pay the standard waiver fee for the remaining seventeen (17) spaces.
  - d. The Village will provide the Grantee with twenty (20) placards that must be displayed on each vehicles' dashboard, while parked in the Municipal Lot.
  - e. Any vehicles that do not have the placard displayed are subject to the Village's hourly parking rates. If the vehicle does not properly display the placard or pay the hourly parking fee, it will be ticketed in accordance with the Village's rules and regulations.
  - f. Nothing in this Easement Agreement prohibits the general public from also parking within the Municipal Lot during the same time.
  - g. The Grantee is not permitted to erect any signage within the Municipal Lot.
  - h. Use of the Municipal Lot shall be limited to passenger vehicles and pick-up trucks classified as commercial vehicles.
  - i. The Village shall be responsible for all regular maintenance, repair and snow/ice removal, as needed, in accordance with the Village's regular practices for snow and ice removal from public parking lots.
  - j. In the event the Village determines that the Municipal Lot requires substantial repairs or other capital improvements that force the closure of some or all of the Municipal Lot, the Village will notify the Grantee as soon as reasonably possible so that Grantee's employees can make other arrangements, if necessary; and payments for parking will be pro-rated accordingly.
2. FEE. It is mutually understood and agreed that the annual fee for the use of the twenty (20) spaces within the Municipal Lot is as follows:
- a. Year 1: \$25,000-This is calculated by charging a one-time parking waiver fee for seventeen (17) unaccounted parking spots at the normal rate of two-hundred and fifty dollars (\$250.00) per spot for a total of four thousand, two hundred and fifty dollars (\$4,250.00), and a year one payment of twenty-thousand, seven hundred and fifty dollars (\$20,750.00) for the twenty (20) spaces within the Municipal Lot.
  - b. Year 2: \$25,000-one year payment for the twenty (20) spaces, subject to any mutually agreed upon adjustments as noted below.
  - c. Year 3: \$25,000- one year payment for the twenty (20) spaces, subject to any mutually agreed upon adjustments as noted below.
  - d. Year 4: the Year 3 price subject to a 3% escalation.
  - e. After Year 4: Subject to a 3% escalation of the prior year's price.
  - f. At the end of every year, both sides are to review this Parking Easement Agreement to determine if any modifications to the number of spots are necessary. For example, if the Grantee is able to show proof that it has secured off-street parking at another location for all, or some, of the spaces; or the office use within the 40 Main Property is converted back to a retail use, the Grantee's obligation to pay the Village will be reduced pro-rata to reflect the reduced amount of spaces. Likewise, if the Village reasonably determines that more spaces are necessary, which determination must be

based on average office occupancy exceeding 20 employees on a consistent basis, the Grantee's obligation to pay may be increased. If there are no changes to the number of spots, then the price shall remain the same at \$25,000.00 in Year 1-3 and then subject to the 3% escalation increase starting in Year 4 and every year after.

- g. Any request for an adjustment must be made sixty (60) days prior to the expiration of that year's term.
  - h. Payments will be made semi-annually with the first payment, representing half of what is owed, for the year due on the date this agreement is fully executed and/or renewed and the second payment, representing the other half of what is owed, due six (6) months after the initial payment. Both payments should be made to the Village Clerk. If the Grantee fails to pay within ten (10) days of when the payment is due, Grantee shall pay Grantor five percent (5%) of the delinquent amount. The Parties agree that the amount of such late charge represents a reasonable estimate of the cost and expense that would be incurred by the Village in the processing and administration of each delinquent payment by Grantee, but the payment of such late charges shall not excuse or cure any default by Grantee under this Agreement.
3. **EXTINGUISHMENT.** This Parking Easement Agreement will extinguish automatically if the Grantee no longer needs any parking spaces at the Municipal Lot to operate the uses out of the 40 Main Property. If that is the case, the Parties will execute a release and termination of the Parking Easement Agreement in the Putnam County Clerk's Office. Otherwise, the obligations and benefits in this Parking Easement Agreement run with the land and to each Party's successor.
4. **NO SUBLETTING.** Grantee is not permitted to sublease (sublet) any of the twenty (20) parking spaces.
5. **INSURANCE.** The Grantee shall procure and maintain, or shall cause to be procured and maintained, general liability insurance, insuring against all claims for injury or damage to person or property occurring on, in or about the Municipal Lot, with such insurance to afford a combined single limit of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence for bodily injury, property damage, and personal injury. All such insurance shall name the Village as an additional insured. The policy and certificate evidencing such coverage shall provide for at least thirty (30) days' prior written notice to the named insureds of any cancellation, reduction in amount or material change in coverage. Proof of coverage shall be submitted annually to the Village with the first payment.
6. **INDEMNIFICATION.** Other than for willful misconduct or gross negligent acts of the Grantor, Grantee does hereby indemnify, defend and hold Grantor harmless from any and all claims, losses, or damages which may arise out of the use of the Municipal Lot, by themselves, their guests, invitees, and/or its contractors, which said hold harmless and indemnification shall include indemnifying Grantor from all costs and expenses arising out of such claims including, but not limited to, reasonable attorney fees to defend such claim.
7. **DEFAULT AND REMEDIES.** The failure of either Party to perform any of its obligations under this Parking Easement Agreement that continues for a period of fourteen (14) days

following the non-performing parties' receipt of notice of non-performance will constitute a default. However, if the non-performance cannot be reasonably cured within the fourteen (14) day period, it will not be a default if the non-performing party commences action to cure the non-performance within the fourteen (14) day period and proceeds with due diligence to fully cure the non-performance, but in no event shall the non-performing party have more than twenty-eight (28) days from its receipt of notice to fully cure the non-performance. In the event of default, the non-defaulting party may resort to termination of this Parking Easement Agreement, as well as other remedies it is entitled under this Parking Easement Agreement, at law or in equity. All remedies to which a party is entitled are cumulative and are not exclusive of other remedies to which a party may be entitled. Use of one or more remedies does not bar the use of any other remedy. For example, the remedy to the Village for any non-payment of the annual Fee could be to revoke the placards and/or revocation of the certificate of occupancy for the office use at 40 Main Property.

8. **WAIVER OF DEFECTS.** In executing this Parking Easement Agreement, the Parties waive all objections they may have concerning defects, if any, in the formalities related to the execution of this Parking Easement Agreement, or concerning the power of the Village to impose conditions on 40 Main, as set forth herein, and concerning the procedure, substance and form of the motions and resolutions approving this Parking Easement Agreement
9. **RECORDATION.** This Parking Easement Agreement shall be recorded in the Putnam County Clerk's Office and shall be deemed to be a covenant running with the land, and shall be binding upon and inure to the heirs, successors and assigns of the owners of the Village Property and the 40 Main Property. The cost of recording this Parking Easement Agreement shall be paid for by the Grantee.
10. **TITLE AND AUTHORITY.** The Village expressly warrants and represents to the Grantee that it is the record owner of the Village Property and 40 Main expressly warrants and represents to the Grantor that it is the record owner of the 40 Main Property. The Parties further represent and warrant that the undersigned individuals have the full power and authority to enter into this Parking Easement Agreement and that the other Party is relying on such representations and warranties.
11. **MODIFICATION.** This Parking Easement Agreement may not be amended or modified except by a written instrument signed by each of the Parties, or their successors in interest.
12. **NOTICES.** Any notice required or permitted to be given pursuant to this Parking Easement Agreement will be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the Parties at their respective business addresses set forth in the opening paragraph of this Parking Easement Agreement. Any notices sent by mail, shall be considered effective seventy-two (72) hours after deposit in the United States Mail with the proper address and postage. Any Party may change the address to which notice will be sent by providing notice to the others in the manner provided in this paragraph.
13. **INVALIDITY OF CERTAIN PROVISIONS.** If any provision of this Parking Easement Agreement shall be invalid or unenforceable, the remaining provisions of this Parking

Easement Agreement shall not be affected thereby and every provision of this Parking Easement Agreement shall be enforceable to the fullest extent permitted by law.

14. CHOICE OF LAW. This Parking Easement Agreement, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the State of New York and the Parties agree that any such litigation will be conducted in the Courts of Putnam County, New York.
15. NO WAIVER. The failure of any Party to seek redress for violation of, or to insist on the strict performance of, any term, covenant or condition of this Parking Easement Agreement, shall not be deemed a waiver of any such Party's rights hereunder nor prevent a similar subsequent act from constituting a default under this Parking Easement Agreement.
16. COUNTERPARTS. This Parking Easement Agreement may be executed in any number of counterparts, each of which counterparts shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.
17. CAPTIONS. The captions contained in this Parking Easement Agreement are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Parking Easement Agreement or the intent of any provision hereof.
18. DISPUTES. In any dispute arising under or related to this Parking Easement Agreement, the prevailing party shall have the right to collect from the non-prevailing party(ies) its reasonable costs and attorneys' fees.
19. MOST FAVORED STATUS. Should the Village enter into a similar agreement with another business owner in and around Main Street, in lieu of providing off-street parking for a non-retail use; and the Village does not require the payment for parking spaces within a municipal lot, or charges materially less for such parking, then the fees charged to 40 Main can be reduced or eliminated to effectuate the same or similar favorable pricing as offered the other business. The other business' situation must be substantially similar to the situation here for this provision to apply.
20. EFFECTIVE DATE. This Parking Easement Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

**IN WITNESS WHEREOF** we have hereunto set our hands and seals the day and year first above written.

**VILLAGE OF COLD SPRING**

By: \_\_\_\_\_  
Kathleen E. Foley, Mayor

**40 MAIN STREET CS, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_, Managing Member

ACKNOWLEDGMENTS

STATE OF NEW YORK        )  
COUNTY OF PUTNAM       ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Kathleen Foley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK        )  
COUNTY OF                    ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

SCHEDULE A

DEED DESCRIPTION OF VILLAGE PROPERTY

SCHEDULE B

DEED DESCRIPTION OF 40 MAIN PROPERTY





# 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

## RESOLUTION 12-2022 IN SUPPORT OF POSTPONING THE OPENING OF THE BREAKNECK RIDGE STATION

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

**WHEREAS**, access to Breakneck Mountain and the attendant hiking trails are located partly in the Village of Cold Spring; and

**WHEREAS**, every year emergency services from the Village of Cold Spring are burdened with providing rescue assistance to persons climbing Breakneck Mountain and using said hiking trails; and

**WHEREAS**, the Hudson Highland Fjord Trail will soon be under construction and, when completed, will provide a safer alternative for visitors who are unprepared and/or unable to safely ascend Breakneck Mountain and traverse the mountain trails; and

**WHEREAS**, the Breakneck Ridge station on Metro-North Railroad's Hudson Line is a seasonal train stop (used weekends and holidays) which is a significant entry point for hikers traveling to and from Breakneck Mountain and the local hiking trails; and

**WHEREAS**, it would greatly alleviate the anticipated annual strain on the Village's emergency services if Metro-North Railroad would postpone opening the Breakneck Ridge train station to the public until the Hudson Highland Fjord Trail is closer to being operational.

**NOW, THEREFORE, BE IT RESOLVED** that the Village of Cold Spring thanks Metro-North Railroad for agreeing to postpone opening the Breakneck Ridge station to the public until at least late May; and

**BE IT FURTHER RESOLVED** that the Village of Cold Spring requests that Metro-North Railroad further postpone opening the Breakneck Ridge station to the public until such time as the Hudson Highland Fjord Trail infrastructure at the station and on the trails is at least partially functioning.

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 \_\_\_\_\_.

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Jeff Vidakovich, Village Clerk-Treasurer

Date

Resolution No.: 13 of 2022  
**THE VILLAGE OF COLD SPRING**

<b>Roll Call Vote</b>				
Names	Ayes	Noes	Abstain	Absent
<i>Mayor</i> <b>Kathleen E. Foley</b>				
<i>Deputy Mayor</i> <b>Tweeps Phillips Woods</b>				
<i>Trustee</i> <b>Eliza Starbuck</b>				
<i>Trustee</i> <b>Cathryn Fadde</b>				
<i>Trustee</i> <b>Joe Curto</b>				
<b>TOTAL</b>				

The following was presented

By:

Seconded by:

Date of Adoption: \_\_\_\_\_, 2022

**RESOLUTION OF THE VILLAGE BOARD OF TRUSTEES OF THE  
 VILLAGE OF COLD SPRING AUTHORIZING THE MAYOR TO EXECUTE  
 A DEED PURSUANT TO A SETTLEMENT AGREEMENT PREVIOUSLY  
 APPROVED BY THE BOARD**

**WHEREAS**, The Village of Cold Spring and the Board of Trustees of the Village of Cold Spring, et al. was named as a defendant in a lawsuit filed by William P. McComish, which is captioned *William P. McComish v. Al Zgolinski, et al.*, United States District Court for Southern District New York, Case No.: 7: 21-cv-00491; and

**WHEREAS**, The Village of Cold Spring and the Board of Trustees of the Village of Cold Spring (the “Village”), reached a settlement with Mr. McComish in which the Village has agreed to transfer certain real property, particularly, the existing parking area, driveway area and other property adjoining land owned by Mr. McComish in exchange for the amount of \$6,247.36 (representing \$4.00 per square foot) among other things (the “Settlement Agreement”); and

**WHEREAS**, the Village approved the execution of the Settlement Agreement at its Village Board meeting held on July 6, 2021 (the July 6, 2021 minutes are attached **Exhibit “A”**); and

**WHEREAS**, the subject land to be conveyed by the Village pursuant to the Settlement Agreement consists of approximately 1,561.8397 square feet (hereinafter the "Parcel"); and

**WHEREAS**, the sale of the Parcel will limit the Village's liability exposure and maintenance responsibilities; and

**WHEREAS**, Mr. McComish has offered to purchase the Parcel for fair and adequate consideration, which offer price was, at the time of the agreement, supported by the Assessor's fair market value; and

**WHEREAS**, the Village has declared the Parcel as surplus and it is not needed for any municipal use as the Parcel is not used for highway purposes, and does not serve or is used as sewer or water purposes, has no environmental or recreational or parkland component, and is not used for the administration of fire or police purposes; and

**WHEREAS**, the proposed transfer of the Parcel is an action subject to the State Environmental Quality Review Act ("SEQRA") and the Village Board has determined the transfer of this small parcel is an "Unlisted Action" for which the Village has reviewed and completed a Short Environmental Assessment Form pursuant to SEQRA.

**NOW, THEREFORE, IT IS HEREBY:**

**RESOLVED**, that the Village Board declares itself the Lead Agency with respect to the SEQRA review of the transfer of the Parcel since there are no other agencies that have authority to approve the sale; and let it be further

**RESOLVED**, that the Village Board of Trustees hereby issues a Negative Declaration (see attached) for this proposed action under SEQRA as this sale will not result in any significant adverse environmental impacts and an environmental impact statement is NOT required; and let it be further

**RESOLVED**, that the Village Board of Trustees hereby determines that the transfer of the Parcel is pursuant to and in the interest of that certain Settlement Agreement; and

**RESOLVED**, that the Village Board hereby authorizes the Mayor to execute any and all required deeds and transfer documents to effectuate the transfer and the sale of the Parcel (including but not limited to the deed and necessary transfer documents), subject to the review and approval as to form and content by the Attorney for the Village.

**BY ORDER OF THE VILLAGE BOARD OF THE  
VILLAGE OF COLD SPRING, NEW YORK**

Dated \_\_\_\_\_, 2022

\_\_\_\_\_

**Village of Cold Spring  
Board of Trustees Workshop Meeting  
July 6, 2021**

The Village of Cold Spring Board of Trustees held a workshop meeting at Village Hall on Tuesday July 6, 2021 at 6:30pm. Present were Mayor Dave Merandy, Trustees Marie Early, Kathleen E. Foley, Frances Murphy and Tweeps Phillips Woods.

**Mayor Merandy called the meeting to order at 6:31pm.**

**Resolution 19-2021** Adopting Local Law 01-2021 Adding Chapter 100 Short Term Rentals and Amending Chapter 134 Zoning was tabled.

Mayor Merandy stated that a number of significant changes to the original draft law warrant a second public hearing and re-submission for approval to the Putnam County Planning Department. Changes include:

- Increase in number of nights annually a unit can be rented
- Increase in # of permits to be issued
- Increase in fines

J. Vidakovich to prepare Resolution for 7/13/21 meeting setting the date and time for a public hearing

**Resolution 20-2021** (see attached) Rejecting Previously Approved Bid to Purchase a Garbage Truck Cab and Chassis was offered by Mayor Merandy for adoption and seconded by Trustee Murphy. Upon roll call vote, the resolution passed by a vote of 5-0-0-0.

Mayor Merandy provided an update on garbage and recycling collection:

- The supplier is unable to deliver on the previously accepted bid
- A new bid will be submitted through the NY State bidding system
- Privatizing garbage collection has been investigated but cannot be accomplished without a significant cost increase to the taxpayers

**Resolution 21-2021** (see attached) Accepting Results of the FY 2019-20 Audit of the Justice Court was offered by Mayor Merandy for adoption and seconded by Trustee Early. Upon roll call vote the resolution passed by a vote of 5-0-0-0.

**Resolution 22-2021** (see attached) Classifying Amendments to Chapters 5,9,21,32,40, 45, 47, 57, 71, 118 and 127 of the Village Code as Type II Actions under SEQRA was offered by Trustee Early for adoption and seconded by Mayor Merandy. Upon roll call vote, the resolution passed by a vote of 5-0-0-0.

**Fire Protection Service Agreement with Nelsonville**

Trustee Early made a motion authorizing Mayor Merandy to sign the Fire Protection Services Agreement with the Village of Nelsonville. Trustee Murphy seconded the motion and it passed by a vote of 4-0-1-0 (Trustee Foley abstained due to lack of clarity in the agreement regarding responsibility of maintenance of fire hydrants).

**Approve Hiring of Police Officers**

Mayor Merandy made a motion to hire John Martinez as a Police Officer with the Village of Cold Spring Police Department. Trustee Murphy seconded the motion and it passed by a vote of 5-0-0-0.

Mayor Merandy made a motion to hire James Hipple as a Police Officer with the Village of Cold Spring Police Department. Trustee Early seconded the motion and it passed by a vote of 5-0-0-0.

**Approve Settlement Agreement re: 29 Rock Street**

Mayor Merandy made a motion to accept the settlement agreement with Mr. William McComish of 29 Rock Street. Trustee Early seconded the motion and it passed by a vote of 5-0-0-0.

**Discussion on Electric Vehicle Charging Stations**

Mayor Merandy provided background on the two Electric Vehicle Charging stations scheduled to be installed adjacent to 25 Main Street (dead end portion of Main Street west of the railroad of tracks). This is an initiative by Climate Smart Philipstown.

- An easement allowing Philipstown use of Village property for the charging stations has been approved by the Village and is pending approval by the Town of Philipstown Supervisor

Nina Pidala (representing family trust that owns 25 Main Street) brought up that there is a stream running underneath the area and that it causes flooding in the area. She requests the following:

- An environmental impact study be conducted
- A traffic impact study be conducted
- Alternative locations be considered

Roseanne Powell (18 Market Street) stated that parking is already an issue and that the charging stations will only exasperate the situation. She also believes that charging stations present an environmental hazard and alternative locations should be sought.

Denise Friedly (9 Church St) asked if the Village has checked with Metro-North to see if they plan to install charging stations in their parking lot as they have done at other stations along the line. Mayor Merandy said the Village has not spoken with Metro-North.

Trustee Foley suggested that concerns and comments be directed to Krystal Ford, Climate Smart Philipstown Coordinator, as this is a Philipstown initiative.

**Old Business - Hops on Hudson Event(s) at St. Mary's**

After discussion on signage for the event, the Board agreed on the following:

- Promotional signs can be placed on Village property at the intersection of Lunn Terrace and Main Street beginning two weeks before the event and must be removed the day after the event
- Directional signs can be placed the day of the event at corner(s) of Garden & Main, Kemble & Main, and two as you exit the subway tunnel. These must be removed the day after the event

**Approval of Bills**

Trustee Early made a motion to approve Batch # 6060 in the amount of \$21,987.04. Trustee Foley seconded the motion and it passed by a vote of 5-0-0-0.

#### **Public Comment**

Mike Turton (Highland Current) – inquired about the License Plate Readers (LPRs) installed on 9D (north and south ends of Village) and 301 (east end of Village). All three were installed just outside of the Village border in Philipstown (9D) and Nelsonville (301).

- Mayor Merandy commented that the Board was unaware of the size of the LPR's or that they would be installed outside of the Village. He had spoken with Supervisor Shea but had not had the chance to speak with Mayor Bowman. He will also follow up with OIC Burke.
- D. Friedly (9 Church St) asked what is the purpose of the LPR's? Trustee Early explained that the LPR's capture license plate information as vehicles enter the Village and is used for tracking during chases, amber alerts, etc.
- Trustee Foley added that there is a policy chapter on LPR's in Lexipol that she will circulate to the Board to see if it is helpful or something that should be addressed as part of the police reform initiative

John Lane (5 Mountain Ave) thanked the Board for taking into consideration previous comments regarding Short Term Rentals and for scheduling a second public hearing on the draft law.

Trustee Early reminded the public that a Public Hearing is scheduled for July 14, 2021 beginning at 6:30pm at Village Hall to consider amendments to 11 Chapters of the Village Code. Another Public Hearing is scheduled for July 15, 2021 beginning at 7:00pm at the Cold Spring Firehouse (154 Main Street) to consider draft local laws prohibiting cannabis dispensaries and operating establishments that allow on-site cannabis consumption.

Mike Turton inquired in the next steps regarding parking. Trustee Early responded that a presentation by the Parking Committee to the Board of Trustees will be scheduled.

#### **Adjournment**

Mayor Merandy made a motion to adjourn. Trustee Foley seconded the motion and it passed by a vote of 5-0-0-0. The meeting adjourned at 7:45pm.

Submitted by: J. Vidakovich

---

Mayor Merandy

Date

## **Resolution # 20-2021 Rejecting Previously Approved Bid to Purchase Garbage Truck Cab and Chassis**

The following resolution was offered by Mayor Dave Merandy for adoption and seconded by Trustee Fran Murphy, to wit:

**WHEREAS**, the Village of Cold Spring (the "Village") needs to purchase a new garbage truck cab and chassis; and

**WHEREAS**, the Village previously solicited bids through the NYS Vehicle Marketplace Mini Bid System; and

**WHEREAS**, the Village Board of Trustees on January 12, 2021 passed Resolution 01-2021 awarding the winning bid to Gabrielli Truck; and

**WHEREAS**, the supplier has not been able to deliver on the bid as specified.

**NOW, THEREFORE, BE IT RESOLVED** the Village of Cold Spring Board of Trustees rejects the previously awarded bid and rescinds Resolution 01-2021

On roll call vote:

Trustee Marie Early voted:	Yes
Trustee Kathleen E. Foley voted:	Yes
Trustee Frances Murphy voted:	Yes
Trustee Tweeps Phillips Woods voted:	Yes
Mayor Dave Merandy voted:	Yes

Resolution officially adopted on July 6, 2021 by a vote of 5-0-0-0.

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Jeff Vidakovich, Village Clerk-Treasurer

Date



**Resolution 21-2021 Accepting the FY 2019-20 Audit of the Justice Court**

The following resolution was offered by Mayor Dave Merandy for adoption and seconded by Trustee Marie Early, to wit:

**WHEREAS**, Section 2019-a of the Uniform Justice Court Act requires that town and village justices annually provide their court records to their respective town and village auditing boards, and that such records be examined and audited; and

**WHEREAS**, the Village of Cold Spring Auditing Committee conducted an audit of the court records for the fiscal year ending May 31, 2020; and

**WHEREAS**, the results of this audit were submitted to the Village Board of Trustees at a public meeting held on June 8, 2021;

**NOW THEREFORE BE IT RESOLVED**, that the Village of Cold Spring Board of Trustees accepts the report of the audit of Justice Court records and instructs the clerk to forward the findings to the NYS Office of Court Administration as required.

On roll call vote:

Trustee Marie Early voted:	Yes
Trustee Kathleen E. Foley voted:	Yes
Trustee Frances Murphy voted:	Yes
Trustee Tweeps Phillips Woods voted:	Yes
Mayor Dave Merandy voted:	Yes

Resolution officially adopted on July 6, 2021 by a vote of 5-0-0-0.

---

Jeff Vidakovich, Village Clerk-Treasurer

Date

**Resolution 22-2021 Classifying Amendments to Chapters 5, 9, 21, 32, 40, 45, 47, 57, 71, 118, and 127 of the Village Code as Type II Actions under SEQRA**

The following resolution was offered by Trustee Marie Early for adoption and seconded by Mayor Dave Merandy, to wit:

**Whereas**, the Village of Cold Spring Board of Trustees is considering adoption of amendments to 11 Chapters of the Village Code including Chapters 5, 9, 21, 32, 40, 45, 47, 57, 71, 118, and 127 within the Village of Cold Spring, Putnam County, New York; and

**Whereas**, none of the proposed 11 amendments involve creation of new programs in the Village or constitute a major reordering of priorities; and

**Whereas**, each proposed amendment is designed to update the respective Chapter to comply with State Law or other identified issues related to continuing agency administration and management; and

**Whereas**, after comparing the thresholds contained in 6 NYCRR 617.4 and 5, the Village Board has determined that the proposed adoption of each Chapter amendment is a Type II Action that meets the thresholds found in 6 NYCRR 617.5(c)(26).

**Now Therefore Be It Resolved**, that the Village Board hereby declares that no further review under SEQRA is required.

On roll call vote:

Trustee Marie Early voted:	Yes
Trustee Kathleen E. Foley voted:	Yes
Trustee Frances Murphy voted:	Yes
Trustee Tweeps Phillips Woods voted:	Yes
Mayor Dave Merandy voted:	Yes

Resolution officially adopted on July 6, 2021 by a vote of 5-0-0-0.

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Jeff Vidakovich, Village Clerk-Treasurer

Date

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

Applicant: Karen Kapoor  
Sponsoring Organization: Foundry Montessori School  
Address: 34 Kemble Ave Email: karen@foundrymontessori.com  
Phone: 845-8095033 Cell: 914-5197332

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

Date(s) of Event: Friday, April 29 Start Time: 10:15 End Time: 10:45  
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:

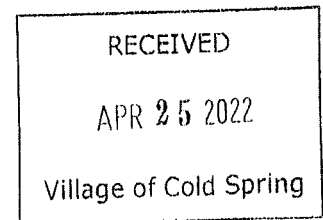
none

Estimated Attendance: 60  
(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 Karen Kapoor, 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, Karen Kapoor, and/or the organization I represent, Foundry Montesson School, 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)

Karen Kapoor

Date 4/25/22

\*\*\*\*\*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