



# 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 VIDA KOVICH, CLERK/TREASURER  
MICHELLE ASCOLILLO, ACCOUNTANT  
LARRY BURKE, OFFICER-IN-CHARGE  
MATTHEW KROOG, WATER SUPERINTENDENT  
ROBERT DOWNEY, HIGHWAY DEPT CREW CHIEF

**Board of Trustees - Monthly Meeting**  
**Village Hall, 85 Main Street**  
**Wednesday, May 11, 2022 @ 7:00 PM**

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

1. Roll call
2. Opportunity to Request Vote to Add/Modify Agenda Items
3. Announcements
4. Accept Resignation of Trustee Joe Curto
5. Report of the Accountant
  - a. Resolution 14-2022 Budget Adjustments
6. Report of the Highway Department
  - a. Approve Hiring of C. Barnett as P/T Laborer at \$18/hour
7. Report of Water and Wastewater Departments
  - a. Resolution 15-2022 Accepting Quote of Alon Industries
8. Report of Building Department
9. Report of the Police Department
10. Report of the Fire Company
11. Report of Justice Court
12. Report of Historic District Review Board
13. Report of Planning Board
14. Report of Zoning Board of Appeals
15. Report of Tree Advisory Board
16. Report of the Recreation Commission
  - a. Approve Pending (non-ticketed) Event Applications
17. Report of Town of Philipstown
18. Report of the Legislator
19. Report of the Chamber of Commerce
20. Report of the Mayor and Board of Trustees

21. Authorize Mayor to Sign Renewal Service & Maintenance Contracts with Managed Technologies for Police Department (server and 8 work stations) and CCTV Service
22. Appointment of K. Jackson to Ad-Hoc Committee on Police Reform
23. Approval of Minutes – 3/16, 3/23/, 4/13
24. Public Comment

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

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

Or by phone: 646-558-8656

Meeting ID: 889 8385 3791      Passcode: 365616

**Joseph F. Curto Jr.**  
**59 Chestnut Street**  
**Cold Spring, New York 10516**  
**845.612.9633**  
[jcurtojr@mac.com](mailto:jcurtojr@mac.com)

May 8, 2022

TO: Jeff Vidakovich, Village of Cold Spring Clerk  
CC: Mayor Foley, Deputy Mayor Woods, Trustee Fadda & Trustee Starbuck

Dear Colleagues,

*Some may be aware, the past three weeks have been particularly trying, as I'm dealing with a significant health issue which has made my presence in the Village almost non-existent. Compound that with two months of prior unrelated health problems and my almost entire board service to date has been a bit unsettled. If you subscribe to the theory "listen to your body" then mine is sending an e-mail in all caps saying, "It's time Curto!"*

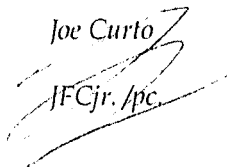
*When I was asked by Kathleen to fill her vacant seat, I raised my hand to help and told her I'd give it 110% until I couldn't. With that said, it's becoming difficult to perform my duties at the level you and I can and should expect. With a heavy heart I submit my letter of resignation.*

*In no way or form does this represent any concerns with the current Board or our staff. Frankly, just the opposite. I've come to truly appreciate the Village's staff. They're engaged, understand the culture of our Village, and have "heart." As a business owner those are the characteristics we all strive for in our staff. Regarding my fellow board members, they're smart and highly engaged. Each comes at problem-solving in different ways. It takes time to gel and it will. They're good public servants and more importantly, good people. Being Mayor of this Village is not an easy task. Kathleen has done a great job in a short period of time and with multiple obstacles along the way. She has a vision and I'm confident she'll get us all there with your help.*

*Lastly, it's going to be important that everyone stays focused if this Village is going to prosper. We need to concentrate more on the dams and less on bathrooms, more on the budget as a whole and less on small line items. As well, with the huge impact of the Fjord Trail coming, everyone needs to bring their A-game to those discussions. None of this is easy, it never is.*

*The timing of this allows the person who fills my space to have an opportunity to grow and if re-elected in November to be part of a long-term solution 2+ years out.*

*Respectively & with a heavy heart,*

Joe Curto  
  
JFCjr, /pc

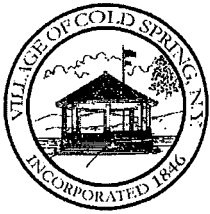


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**Financial Highlights – May 11, 2022**

- Attached are Financial Reports through May 5, 2022
  - Usually reports are done as of the last day of the previous month, but given the close proximity to the end of the year, and large batch of vouchers/transactions last week, I thought it would be helpful to show as of the end of last week.
- Also attached is a budget transfer resolution to make adjustments for expenses paid and to plan for some expenses that are anticipated to be paid
  - Another transfer resolution will be submitted after the close of this fiscal year in preparation of the AUD and audit – it takes several weeks/months after May 31<sup>st</sup> to close out the books
- NYS DOT funding has been finalized for FY22-23
  - VCS will be allocated \$75,326.08 in total across CHIPS/PAVE/EWR programs
    - Budgeted estimate was close to the actual (\$21 more)
- The CFA (consolidated funding application) for various NYS Grants opened just last week. Applications are due July 29, 2022.
  - I will start going through the funding categories that the Village may be eligible for
    - [2022ResourcesAvailableGuide\\_0.pdf \(ny.gov\)](#)

*M. Ascolillo 5/8/2022*



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 ROBERT DOWNEY, CREW CHIEF HIGHWAY DEPT

## RESOLUTION 14-2022 AUTHORIZING BUDGET ADJUSTMENTS

Moved by:  
 Seconded by:

**Resolved that (1) The Board of Trustees of The Village of Cold Spring hereby approves the following Budget Adjustment(s) for the 2021/2022 fiscal year:**

(1)			
TO:	A00-1110-400	Justice: Contractual	195.00
FROM:	A00-1110-420	Justice: Continuing Education	(195.00)
		<i>To reallocate for computer support costs.</i>	-
TO:	A00-1410-100	Village Clerk: Personal Services	8,680.00
	A00-8020-100	Planning Board: Personal Services	1,225.00
FROM:	A00-1620-100	Shared Services: Personal Services	(9,905.00)
		<i>To reallocate for costs associated with Board meetings and minutes.</i>	-
TO:	A00-1340-400	Budget & Other Notices	1,287.00
	A00-1640-417	Shared Services: Village Hall Repairs & Improvement	2,694.00
	A00-1670-400	Shared Services: Printing & Mailing	1,500.00
	A00-1620-400	Shared Services: Contractual	(1,287.00)
	A00-1640-418	Shared Services: Municipal Building Repairs	(4,194.00)
		<i>To reallocate among Shared Service contractual accounts as needed.</i>	-
TO:	A00-3120-430	Police: School & Supplies	1,472.00
	A00-3120-466	Police: Clothing	160.00
	A00-3120-487	Police: Clothing Jackson	346.00
	A00-3120-488	Police: Clothing Christiansen	433.00
	A00-3120-489	Police: Clothing Barclay	583.00
FROM:	A00-3120-100	Police: Personal Services	(2,834.00)
	A00-3120-479	Police: Clothing Aronow	(160.00)

		<i>To reallocate for uniform costs of new officers and supplies for training.</i>	-
TO:	A00-3120-200	Police Equipment	45,572.00
FROM:	A00-1640-418	Shared Services: Municipal Building Repairs	(45,572.00)
		<i>To reallocate expense budget for Police Charger (which is offset by insurance recoveries in Revenue Account).</i>	-
TO:	A00-8160-400	Garbage: Contractual	40,698.00
	A00-5110-420	Highway Street Maint: Equipment Repair	3,500.00
	A00-5110-445	Highway: Computer Support	54.00
	A00-5142-200	Snow Removal: Equipment	3,929.00
	A00-8160-100	Garbage: Personal Service	2,023.00
	A00-3310-200	Traffic Control: Street Sign Equipment	(95.00)
FROM:	A00-5110-100	Highway Street Maint: Personal Svc	(40,698.00)
	A00-5110-410	Highway Street Maint: Supplies & Materials	(3,500.00)
	A00-5110-440	Highway Street Maint: Telephone	(54.00)
	A00-5142-400	Snow Removal: Contractual	(3,929.00)
	A00-8160-110	Recycling: Personal Service	(2,023.00)
	A00-3310-400	Traffic Control: Street Signs Contractual	95.00
		<i>To reallocate among Highway Dept accounts for refuse contract, purchase of snow plow, and repairs of various equipment.</i>	-
TO:	A00-3410-475	Fire Protection Service	2,327.00
	A00-9040-800	Workers' Compensation	919.00
	A00-9055-800	Disability Insurance	236.00
	A00-9060-811	Dental Insurance: Vidakovich	327.00
	A00-1620-447	Shared Services: Technology	5,350.00
FROM:	A00-9015-800	Fire & Police Retirement	(7,677.00)
	A00-9040-801	Workers Comp: Firemen	(919.00)
	A00-9060-800	Medical Insurance	(563.00)
		<i>To reallocate among benefit accounts &amp; utilize PFRS savings for virtual meeting technology.</i>	-

(2)			
TO:	F00-9010-800	State Retirement	1,241.00
	F00-9040-800	Workers' Compensation	91.00
	F00-9055-800	Disability Insurance	93.00
	F00-9060-802	Dental: Kroog	235.00
FROM:	F00-8310-415	Attorney: Contractual	(1,660.00)
		<i>To reallocate from savings for increased benefits costs.</i>	-

(3)			
TO:	G00-8110-420	Administration: Computer Software Program	32.00
	G00-8130-412	Treatment & Disposal: Administration	219.00
	G00-1910-400	Unallocated Insurance	341.00
	G00-9040-800	Workers' Compensation	401.00
	G00-9055-800	Disability Insurance	93.00

FROM:	G00-9010-800	State Retirement	(1,086.00)
		<i>To reallocate for various licensing and insurance costs</i>	-
TO:	G00-8130-200	Treatment & Disposal: Equipment	12,619.00
	G00-8130-413	Treatment & Disposal: Equipment Repair	6,277.00
FROM:	G00-8120-415	Sanitary Sewer: Equipment Repair	(7,000.00)
	G00-8120-417	Sanitary Sewer: Repairs & Improvements	(11,896.00)
		<i>To reallocate for approved repairs to Sewer Plant</i>	-

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

On roll call vote:

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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Jeffrey Vidakovich-Village Clerk/Treasurer

General Fund Revenue as May 5, 2022

ACCOUNT	DESCRIPTIONS	AMEND BUDGET	YTD 5/5/22	DIFFERENCE
A00-1001-000	Real Property Taxes	1,745,300.00	1,745,299.75	(0.25)
A00-1001-100	Real Property Tax-Firemans Service Award	18,200.00	18,200.16	0.16
A00-1001-101	Other-Firemans Service Awards	16,800.00	6,280.00	(10,520.00)
A00-1090-000	Int & Penalties: Real Property Tax	8,500.00	10,954.30	2,454.30
A00-1170-000	Franchises	42,000.00	27,089.20	(14,910.80)
A00-1520-000	Police Fees	750.00	27.00	(723.00)
A00-1560-000	Bldg/Fire: Permit Fees	27,500.00	19,993.50	(7,506.50)
A00-1603-000	Vital Statistic Fees	2,800.00	2,169.00	(631.00)
A00-1721-000	Parking Lots & Garages: Non-Tax	5,551.00	3,238.27	(2,312.73)
A00-1741-000	Parking Meter Fees	36,120.00	14,206.53	(21,913.47)
A00-2001-000	Park & Rec Charges	500.00	2,750.00	2,250.00
A00-2110-000	Zoning Fees	350.00	250.00	(100.00)
A00-2115-000	Planning Board Fees	100.00	-	(100.00)
A00-2130-000	Refuse & Garbage Charges	-	3,844.20	3,844.20
A00-2189-110	Income from sale of recycling material	-	64.00	64.00
A00-2189-120	Historic District Review Board: Application Fee	620.00	980.00	360.00
A00-2189-130	Tree Committee: Tree Removal Application Fee	-	-	-
A00-2262-001	Fire Protection Service: Phillipstown	48,406.00	-	(48,406.00)
A00-2262-002	Fire Protection Service: Nelsonville	30,356.00	30,356.00	-
A00-2376-000	Refuse/Garbage Srv: Other Govt	-	-	-
A00-2401-000	Interest & Earnings	780.00	335.22	(444.78)
A00-2410-000	Rent of Property: Taxes	-	12,000.00	12,000.00
A00-2590-000	Permits/Waivers: Vend, Parking & Other	6,225.00	41,094.00	34,869.00
A00-2590-002	Parking Waiver Fees	-	1,500.00	1,500.00
A00-2610-000	Fines & Foreited Bail	75,000.00	53,065.00	(21,935.00)
A00-2660-000	Sales of Real Property	-	2,000.00	2,000.00
A00-2665-000	Sales of Equipment	-	15,915.00	15,915.00
A00-2680-000	Insurance Recoveries	-	37,693.57	37,693.57
A00-2701-000	Refund of Prior Yr Expenditures	-	6,403.42	6,403.42
A00-2770-000	Miscellaneous Revenues	-	8,316.67	8,316.67
A00-3001-000	St. Revenue Sharing (Per Capita)	16,537.00	-	(16,537.00)
A00-3005-000	Mortgage Tax	30,460.00	24,923.72	(5,536.28)
A00-3041-000	State Aid: Justice Court	-	-	-
A00-3089-110	State Aid: Urban Forestry	-	-	-
A00-3089-300	State Aid - Greenway	1,000.00	9,000.00	8,000.00
A00-3089-410	STATE AID: NYSERDA	15,401.00	-	(15,401.00)
A00-3501-000	Consolidated Highway Aid (CHIPS)	159,417.00	-	(159,417.00)
A00-3501-100	CHIPS PAVE NY	22,476.00	-	(22,476.00)
A00-4089-120	Federal Aid: ARPA	-	-	-
A00-4389-100	Federal Aid: Public Safety Equip Grant	-	-	-
A00-4960-000	Federal Aid: Emerg Distaster Assist	-	-	-
A00-5031-000	Interfund Transfers	338,000.00	-	(338,000.00)
A00-5031-100	Interfund Transfer: Water	18,000.00	-	(18,000.00)
A00-5031-200	Interfund Transfer: Sewer	18,000.00	-	(18,000.00)
		<b>2,685,149.00</b>	<b>2,097,948.51</b>	<b>(587,200.49)</b>
	<b>Revenue Over/(under) Expenses</b>	<b>-</b>	<b>188,180.35</b>	



General Fund Expenses as of May 5, 2022

ACCOUNT	DESCRIPTIONS	AMEND BUDGET	YTD 5/5/22	DIFFERENCE
A00-1010-100	Board of Trustees: Personal Services	30,332.00	27,804.48	2,527.52
A00-1010-400	Board Of Trustees: Contractual	2,500.00	1,068.58	1,431.42
A00-1010-445	Board of Trustees: Computer Support	778.00	642.50	135.50
A00-1110-100	Village Justice: Personal Services	12,870.00	11,797.50	1,072.50
A00-1110-110	Court Clerk: Personal Services	49,090.00	41,931.09	7,158.91
A00-1110-400	Justice: Contractual	1,000.00	1,194.37	(194.37)
A00-1110-410	Justice: Books & Publications	200.00	138.55	61.45
A00-1110-420	Justice: Continuing Education	320.00	-	320.00
A00-1110-430	Justice: Dockets & Journals	175.00	-	175.00
A00-1110-440	Justice: Office Supplies	1,200.00	338.27	861.73
A00-1110-450	Justice: Postage	1,200.00	499.86	700.14
A00-1110-460	Justice: Software Fees	36.00	28.00	8.00
A00-1110-470	Justice: Stationary & Other Print	250.00	95.96	154.04
A00-1110-480	Justice: Telephone	936.00	694.79	241.21
A00-1210-100	Mayor: Personal Services	13,296.00	12,188.00	1,108.00
A00-1210-110	Deputy Mayor: Personal Services	1,094.00	1,002.76	91.24
A00-1210-400	Mayor: Contractual	2,087.00	2,048.32	38.68
A00-1210-420	Mayor: Telephone	504.00	403.58	100.42
A00-1320-400	Auditor: Contractual	6,000.00	6,000.00	-
A00-1322-100	Accountant: Personal Services	59,679.00	53,388.07	6,290.93
A00-1325-400	Accountant: Contractual	2,000.00	1,320.59	679.41
A00-1340-100	Budget Officer: Personal Services	2,500.00	2,291.63	208.37
A00-1340-400	Budget & Other Notices	3,213.00	3,984.88	(771.88)
A00-1410-100	Village Clerk: Personal Services	65,940.00	64,609.59	1,330.41
A00-1410-200	Village Clerk: Equipment	250.00	-	250.00
A00-1410-400	Village Clerk: Contractual	1,400.00	540.44	859.56
A00-1410-410	Village Clerk: Website	2,450.00	2,049.38	400.62
A00-1420-400	Attorney: Contractual	55,000.00	37,448.17	17,551.83
A00-1420-420	Attorney: Prosecuting Contractual	14,400.00	3,469.50	10,930.50
A00-1440-400	Engineer/Architect: Contractual	12,000.00	1,305.25	10,694.75
A00-1460-100	RECORDS MANAGEMENT-PERSONAL SERVICES	1,560.00	-	1,560.00
A00-1460-400	Records Management: Contractual	3,550.00	45.00	3,505.00
A00-1620-100	Shared Services: Personal Services	34,065.00	17,323.79	16,741.21
A00-1620-200	Shared Services: Equipment	159.00	159.00	-
A00-1620-400	Shared Services: Contractual	13,000.00	9,119.43	3,880.57
A00-1620-410	Shared Services: Compture Software	7,425.00	6,094.34	1,330.66
A00-1620-411	Shared Services: Heating	3,800.00	3,308.54	491.46
A00-1620-412	Shared Services: Electric	4,500.00	4,211.11	288.89
A00-1620-420	Shared Services: Telephone	3,336.00	1,944.50	1,391.50
A00-1620-440	Shared Services: Copy Machine	2,355.00	2,082.46	272.54
A00-1620-445	Shared Services: Computer Support	5,059.00	4,885.04	173.96
A00-1620-447	Shared Services: Technology	2,316.00	7,660.73	(5,344.73)
A00-1640-410	Shared Services: Restroom	4,500.00	4,798.48	(298.48)
A00-1640-411	Clearing Account: Gasoline	-	(245.56)	245.56
A00-1640-417	Shared Services: Village Hall Repairs & Improvemen	-	2,693.87	(2,693.87)
A00-1640-418	Shared Services: Municipal Building Repairs	245,641.00	128,753.98	116,887.02
A00-1670-400	Shared Services: Printing & Mailing	1,000.00	2,109.31	(1,109.31)
A00-1910-400	Unallocated Insurance	37,626.00	38,221.65	(595.65)
A00-1920-400	Municipal Association Dues	1,242.00	1,242.00	-
A00-1930-400	Judgements & Claims	5,000.00	-	5,000.00
A00-1950-400	Taxes & Assessments on Property	3,300.00	(2,386.43)	5,686.43

General Fund Expenses as of May 5, 2022

ACCOUNT	DESCRIPTIONS	AMEND BUDGET	YTD 5/5/22	DIFFERENCE
A00-1990-400	Contingent Account	4,252.00	-	4,252.00
A00-3120-100	Police: Personal Services	342,200.00	289,505.35	52,694.65
A00-3120-110	Crossing Guards: Personal Services	23,588.00	19,972.88	3,615.12
A00-3120-120	Parking Enforcement: Personal Svc	5,712.00	3,774.00	1,938.00
A00-3120-200	Police Equipment	47,950.00	93,521.13	(45,571.13)
A00-3120-400	Police: Vehicle Repairs	9,000.00	6,987.17	2,012.83
A00-3120-410	Police: Services & Materials	6,700.00	6,506.54	193.46
A00-3120-411	Police: Gasoline	13,750.00	11,375.16	2,374.84
A00-3120-420	Police: Telephone & Radio	7,480.00	5,046.57	2,433.43
A00-3120-430	Police: School & Supplies	1,000.00	1,771.30	(771.30)
A00-3120-440	Police: Computer Support	5,871.00	5,859.02	11.98
A00-3120-445	Police: Technology	10,460.00	7,946.45	2,513.55
A00-3120-460	Police: Clothing Kane	600.00	-	600.00
A00-3120-461	Police: Clothing Walz	-	-	-
A00-3120-462	Police: Clothing Boulanger	600.00	456.23	143.77
A00-3120-464	Police: Clothing Ciero	600.00	310.00	290.00
A00-3120-465	Police: Clothing Burke	600.00	-	600.00
A00-3120-466	Police: Clothing	-	159.98	(159.98)
A00-3120-468	Police: Clothing Marino	600.00	-	600.00
A00-3120-469	Police: Clothing Naranca	-	-	-
A00-3120-471	Police: Clothing D'Amato	600.00	-	600.00
A00-3120-473	Police Clothing Stasiak	600.00	190.97	409.03
A00-3120-474	Police: Clothing Comiskey	600.00	-	600.00
A00-3120-475	Parking Enforcement: Clothing	171.00	170.96	0.04
A00-3120-476	Police: Clothing Vollmer	-	-	-
A00-3120-477	Police: Clothing Baker	600.00	-	600.00
A00-3120-479	Police: Clothing Aronow	429.00	-	429.00
A00-3120-481	Police: Clothing Morris	-	-	-
A00-3120-482	Police: Clothing Detlafs	650.00	-	650.00
A00-3120-483	Police: Clothing Lombardo	650.00	-	650.00
A00-3120-484	Police: Clothing Cosentino	700.00	325.67	374.33
A00-3120-485	Police: Clothing Close	700.00	238.50	461.50
A00-3120-486	Police: Clothing Hipple	700.00	601.95	98.05
A00-3120-487	Police: Clothing Jackson	-	346.00	(346.00)
A00-3120-488	Police: Clothing Christiansen	-	433.00	(433.00)
A00-3120-489	Police: Clothing Barclay	-	583.00	(583.00)
A00-3310-200	Traffic Control: Street Sign Equipment	4,000.00	388.11	3,611.89
A00-3310-400	Traffic Control: Street Signs Contractual	-	95.00	(95.00)
A00-3410-411	Fire Department: Gasoline	4,675.00	3,364.16	1,310.84
A00-3410-412	Fire: Heating Oil/Service	7,000.00	7,520.34	(520.34)
A00-3410-413	Fire: Diesel	1,000.00	1,179.30	(179.30)
A00-3410-440	Fire: Siren	1,600.00	1,566.46	33.54
A00-3410-450	Fire: Electricity	6,100.00	3,439.80	2,660.20
A00-3410-460	Fire: Building Repairs	4,000.00	525.00	3,475.00
A00-3410-470	Fire: Service Award	5,800.00	3,850.00	1,950.00
A00-3410-475	Fire Protection Service	124,153.00	126,479.96	(2,326.96)
A00-3510-400	Control of Animals: Contractual	520.00	267.00	253.00
A00-3620-100	Building Insp: Personal Svc	24,988.00	11,894.35	13,093.65
A00-3620-110	Building Insp: Clerk Personal Svc	2,500.00	2,307.60	192.40
A00-3620-400	Building Insp: Contractual	250.00	379.02	(129.02)
A00-4020-100	Registrar Vital Stats: Personal Svc	1,500.00	1,384.56	115.44

General Fund Expenses as of May 5, 2022

ACCOUNT	DESCRIPTIONS	AMEND BUDGET	YTD 5/5/22	DIFFERENCE
A00-4020-400	Registrar Vital Stats: Contractual	100.00	88.99	11.01
A00-5110-100	Highway Street Maint: Personal Svc	184,817.00	106,100.39	78,716.61
A00-5110-200	Highway Street Maint: Equipment	38,000.00	2,178.31	35,821.69
A00-5110-400	Highway Street Maint: Resurface	183,893.00	5,877.65	178,015.35
A00-5110-410	Highway Street Maint: Supplies & Materials	10,000.00	4,980.35	5,019.65
A00-5110-411	Highway Street Maint: Gasoline	5,775.00	7,074.55	(1,299.55)
A00-5110-413	Highway Street Maint: Oil/Service	5,500.00	7,769.29	(2,269.29)
A00-5110-414	Highway Street Maint: Diesel	6,000.00	4,909.42	1,090.58
A00-5110-415	Highway Street Maintenance: Electric	2,500.00	781.74	1,718.26
A00-5110-420	Highway Street Maint: Equipment Repair	11,000.00	13,276.76	(2,276.76)
A00-5110-430	Highway Street Maint: Office Supply	200.00	99.88	100.12
A00-5110-435	Highway Street Maint: Education	400.00	110.00	290.00
A00-5110-440	Highway Street Maint: Telephone	1,524.00	1,218.16	305.84
A00-5110-445	Highway: Computer Support	300.00	320.00	(20.00)
A00-5110-450	Highway Street Maint: Safety Equip/Supply	1,000.00	736.39	263.61
A00-5110-462	Highway Street Maint: Clothing/Eye Lyons	550.00	-	550.00
A00-5110-465	Highway Street Maint: Clothing/Eye Downey	550.00	300.00	250.00
A00-5110-467	Highway Street Maint: Clothing/Eye New EE	550.00	177.73	372.27
A00-5110-468	Highway Street Maint: Clothing/Eye Narok	-	-	-
A00-5110-469	Highway Street Maint: Clothing/Eye Thomas	550.00	404.48	145.52
A00-5110-470	Street Lighting: Legal & Engineer PIN #8759.53	-	-	-
A00-5142-100	Snow Removal: Personal Service	22,083.00	18,956.92	3,126.08
A00-5142-200	Snow Removal: Equipment	1,000.00	4,928.93	(3,928.93)
A00-5142-400	Snow Removal: Contractual	18,000.00	3,163.17	14,836.83
A00-5182-400	Street Lights: Contractual General Street	39,880.00	35,039.67	4,840.33
A00-5182-410	Street Lights: Haldane/Butterfield	765.00	666.09	98.91
A00-5182-420	Street Lights: Gazebo	1,400.00	329.41	1,070.59
A00-5182-440	Street Lights: Subway	1,720.00	537.32	1,182.68
A00-5410-100	Sidewalks: Personal Service	7,124.00	2,618.19	4,505.81
A00-5410-400	Sidewalks: Maintenance & Repair	12,000.00	1,226.08	10,773.92
A00-5650-400	Off-Street Parking: Parking Meters	4,548.00	1,752.43	2,795.57
A00-7110-400	Parks & Rec - Repairs & Improvements	6,601.00	2,355.05	4,245.95
A00-7140-100	Recreation: Personal Service	10,404.00	4,863.95	5,540.05
A00-7140-110	Recreation: Dockside Personal Svcs	1,734.00	611.80	1,122.20
A00-7140-200	Recreation: Equipment	300.00	-	300.00
A00-7140-400	Recreation: Contractual	531.00	1,262.74	(731.74)
A00-7140-405	Dockside: Contractual	468.00	467.02	0.98
A00-7140-430	Recreation: Tools & Consumables	300.00	26.57	273.43
A00-7140-440	Recreation: Lawn Care	2,500.00	200.00	2,300.00
A00-7140-445	Recreation: Computer Support	648.00	585.53	62.47
A00-7140-460	Recreation: Christmas Decorations	1,000.00	353.04	646.96
A00-7140-470	Recreation: Electricity	2,350.00	2,100.40	249.60
A00-7140-471	Recreation Electricity - Dockside	385.00	588.43	(203.43)
A00-7510-100	Historical Board: Personal Services	2,736.00	2,759.87	(23.87)
A00-7510-400	Historical Board: Contractual	2,450.00	261.85	2,188.15
A00-7550-400	Celebrations: Contractual	3,000.00	-	3,000.00
A00-8010-100	Zoning Board: Personal Services	2,736.00	1,032.04	1,703.96
A00-8010-400	Zoning Board: Contractual	2,000.00	-	2,000.00
A00-8015-100	Zoning Update Committee: Personal Services	912.00	-	912.00
A00-8015-400	Zoning Update Committee: Contractual	27,401.00	17,922.12	9,478.88
A00-8020-100	Planning Board: Personal Services	1,368.00	2,093.00	(725.00)

General Fund Expenses as of May 5, 2022

ACCOUNT	DESCRIPTIONS	AMEND BUDGET	YTD 5/5/22	DIFFERENCE
A00-8020-400	Planning Board: Contractual	500.00	-	500.00
A00-8160-100	Garbage: Personal Service	32,246.00	34,268.08	(2,022.08)
A00-8160-110	Recycling: Personal Service	19,438.00	13,950.08	5,487.92
A00-8160-400	Garbage: Contractual	63,716.00	76,995.37	(13,279.37)
A00-8160-410	Refuse & Garbage: Truck Repair	12,000.00	7,889.81	4,110.19
A00-8160-430	Recycling: Contractual	21,367.00	20,141.82	1,225.18
A00-8170-100	Street Clean: Personal Service	10,685.00	4,992.80	5,692.20
A00-8510-400	Community Beautification: Contractual	2,000.00	651.06	1,348.94
A00-8540-100	Storm Drain: Personal Service	7,124.00	2,978.43	4,145.57
A00-8540-400	Storm Drain: Contractual	4,000.00	227.40	3,772.60
A00-8540-410	Storm Drain: Supplies	8,000.00	227.73	7,772.27
A00-8560-100	Tree Maintenance: Personal Services	-	-	-
A00-8560-400	Tree Removal: Contractual	4,200.00	2,200.00	2,000.00
A00-8560-405	Tree Maintenance: Contractual	2,000.00	-	2,000.00
A00-8560-410	Tree Replacement	1,000.00	-	1,000.00
A00-8560-411	Urban Forestry	-	-	-
A00-9010-800	State Retirement	61,230.00	58,646.00	2,584.00
A00-9015-800	Fire & Police Retirement	48,223.00	23,409.84	24,813.16
A00-9015-810	Firemens Retirement Service Award	35,000.00	-	35,000.00
A00-9030-800	Social Security	60,408.00	48,590.97	11,817.03
A00-9035-800	Medicare	14,128.00	11,363.93	2,764.07
A00-9040-800	Workers' Compensation	31,959.00	32,877.62	(918.62)
A00-9040-801	Workers Comp: Firemen	17,452.00	16,458.60	993.40
A00-9050-800	Unemployment Insurance	1,500.00	-	1,500.00
A00-9055-800	Disability Insurance	650.00	885.26	(235.26)
A00-9060-800	Medical Insurance	191,187.00	156,794.71	34,392.29
A00-9060-803	Dental Insurance: Lyons	500.00	-	500.00
A00-9060-808	Dental Insurance: C. Costello	1,000.00	110.00	890.00
A00-9060-809	Dental Insurance: Downey	1,000.00	-	1,000.00
A00-9060-811	Dental Insurance: Vidakovich	1,000.00	1,326.10	(326.10)
A00-9060-812	Dental Insurance: New Highway EE	1,000.00	-	1,000.00
A00-9060-813	Dental Insurance: Thomas	1,000.00	149.00	851.00
A00-9060-814	Dental Insurance: Narok	-	-	-
A00-9060-821	Eyeglass: C. Costello	250.00	250.00	-
A00-9060-823	Eyeglasses: Vidakovich	250.00	250.00	-
		<b>2,685,149.00</b>	<b>1,909,768.16</b>	<b>775,380.84</b>

Water Fund Revenues as of May 5, 2022

ACCOUNT	DESCRIPTIONS	AMEND BUDGET	YTD 5/5/22	DIFFERENCE
F00-2140-100	Usage Cold Spring	155,000.00	159,298.13	4,298.13
F00-2140-200	Usage: Nelsonville/Philipstown	25,000.00	25,993.90	993.90
F00-2142-100	Flat Rate: Cold Spring	303,975.00	305,205.73	1,230.73
F00-2142-200	Flat Rate: Nelsonville/Philipstown	87,518.00	87,528.04	10.04
F00-2144-100	Flat Rate: Endpoint Technology Fee	10,081.00	10,100.61	19.61
F00-2148-100	Penalty: Cold Spring	3,800.00	4,428.29	628.29
F00-2148-200	Penalty: Nelsonville/Philipstown	3,000.00	4,133.34	1,133.34
F00-2401-000	Interest Earnings	500.00	269.65	(230.35)
F00-2770-000	Miscellaneous Revenue	500.00	7,557.50	7,057.50
	Interfund Transfer	205,000.00	-	-
		<b>794,374.00</b>	<b>604,515.19</b>	<b>15,141.19</b>
	Revenue Over(under) Expenses	-	<b>134,050.02</b>	

Water Fund Expenses as of May 5, 2022

ACCOUNT	DESCRIPTIONS	AMEND BUDGET	YTD 5/5/22	DIFFERENCE
F00-1320-400	Auditor: Contractual	3,000.00	3,000.00	-
F00-1910-400	Unallocated Insurance	44,558.00	43,323.55	1,234.45
F00-1950-400	Taxes & Assessments	650.00	-	650.00
F00-1990-400	Contingent Account	4,264.00	-	4,264.00
F00-8310-200	Adminstration: Equipment	2,000.00	159.99	1,840.01
F00-8310-400	Administration: Secondary Operation	4,400.00	2,541.56	1,858.44
F00-8310-405	Administration: Contractual	4,200.00	3,144.96	1,055.04
F00-8310-410	Administration: Supplies	700.00	303.87	396.13
F00-8310-415	Attorney: Contractual	5,000.00	-	5,000.00
F00-8310-420	Administration: Computer Software Program	4,148.00	2,824.15	1,323.85
F00-8310-421	Admin: Endpoint Technology Fee	10,253.00	9,246.21	1,006.79
F00-8310-430	Administration: Computer Support	900.00	927.99	(27.99)
F00-8311-400	Building & Grounds	2,500.00	337.61	2,162.39
F00-8320-130	Source of Supply: Personal Services	2,500.00	1,012.94	1,487.06
F00-8320-200	Source of Supply: Equipment	6,000.00	-	6,000.00
F00-8320-400	Source of Supply: Contractual	4,000.00	1,605.73	2,394.27
F00-8320-420	Source of Supply: Dam Engineering	50,000.00	-	50,000.00
F00-8330-100	Purification: Personal Service	124,830.00	96,101.14	28,728.86
F00-8330-200	Purification: Equipment	38,000.00	203.65	37,796.35
F00-8330-210	Purification: Supplies	3,500.00	3,455.92	44.08
F00-8330-230	Purification: Sludge Disposal	9,500.00	7,487.72	2,012.28
F00-8330-410	Purification: Engineer Contract	20,000.00	1,800.00	18,200.00
F00-8330-413	Purification: Equipment Repair	10,000.00	4,083.68	5,916.32
F00-8330-420	Purification: Auto Expense	1,000.00	21.00	979.00
F00-8330-421	Purification: Gasoline	1,582.00	1,230.11	351.89
F00-8330-430	Purification: Electricity	19,000.00	20,930.28	(1,930.28)
F00-8330-440	Purification: Heating	5,733.00	4,998.10	734.90
F00-8330-450	Purification: Chemical	23,000.00	24,236.86	(1,236.86)
F00-8330-460	Purification: Maintenance	6,800.00	4,632.92	2,167.08
F00-8330-470	Purification: Phone/Fax	2,580.00	1,993.59	586.41
F00-8330-481	Clothing & Eyecare: Monroe	550.00	250.00	300.00
F00-8330-483	Clothing & Eyecare: Kroog	550.00	426.49	123.51
F00-8330-485	Clothing & Eyecare: Kitzweger	550.00	154.99	395.01
F00-8330-490	Purification: Lab Analysis	7,750.00	4,690.00	3,060.00
F00-8340-100	Trans & Distr Repair & Maint: Personal Svs	2,500.00	-	2,500.00
F00-8340-400	Transmission & Distribution - Contractual	170,000.00	48,629.67	121,370.33
F00-8340-420	Transmission & Distribution - Engineering	5,000.00	-	5,000.00
F00-9010-800	State Retirement	15,500.00	17,350.00	(1,850.00)
F00-9030-800	Social Security	7,895.00	6,398.22	1,496.78
F00-9035-800	Medicare	1,847.00	1,496.35	350.65
F00-9040-800	Workers' Compensation	7,250.00	7,340.24	(90.24)
F00-9055-800	Disability Insurance	350.00	442.63	(92.63)
F00-9060-800	Medical Insurance	43,806.00	46,620.85	(2,814.85)
F00-9060-802	Dental: Kroog	1,000.00	1,235.00	(235.00)
F00-9060-805	Dental: Kitzweger	500.00	-	500.00
F00-9730-600	BAN Principle	78,000.00	78,000.00	-
F00-9730-700	BAN Interest	18,728.00	17,827.20	900.80
F00-9901-900	Transfer to Other Funds	18,000.00	-	18,000.00
		<b>794,374.00</b>	<b>470,465.17</b>	<b>323,908.83</b>

Sewer Fund Revenues as of May 5, 2022

ACCOUNT	DESCRIPTIONS	AMEND BUDGET	YTD 5/5/22	DIFFERENCE
G00-2120-100	Flat Rate Rents: Cold Spring	480,210.00	482,311.24	2,101.24
G00-2120-200	Flat Rate Rents: Nelsonville/Philipstown	7,770.00	7,770.40	0.40
G00-2121-100	Usage: Cold Spring	55,000.00	58,608.27	3,608.27
G00-2121-200	Usage: Nelsonville/Philipstown	1,000.00	1,099.74	99.74
G00-2128-100	Penalty: Cold Spring	3,800.00	4,745.58	945.58
G00-2128-200	Penalty: Nelsonville/Philipstown	-	30.82	30.82
G00-2401-000	Interest & Earnings	8,321.00	7,994.26	(326.74)
G00-2770-000	Miscellaneous Revenues	-	-	-
	Interfund Transfer	-	-	-
		<b>556,101.00</b>	<b>562,560.31</b>	<b>6,459.31</b>
	Revenue Over(under) Expenses	-	<b>72,032.83</b>	

Sewer Fund Expenses as of May 5, 2022

ACCOUNT	DESCRIPTIONS	AMEND BUDGET	YTD 5/5/22	DIFFERENCE
G00-1320-400	Auditor: Contractual	3,000.00	3,000.00	-
G00-1380-400	Fiscal Agent Fees	1,550.00	1,424.00	126.00
G00-1410-400	Attorney: Contractual	3,000.00	-	3,000.00
G00-1910-400	Unallocated Insurance	22,487.00	22,827.70	(340.70)
G00-1990-400	Contingent Account	3,939.00	-	3,939.00
G00-8110-200	Administration: Equipment	4,000.00	159.99	3,840.01
G00-8110-400	Administration: Contractual	2,500.00	3,322.82	(822.82)
G00-8110-410	Administration - Supplies	800.00	745.58	54.42
G00-8110-420	Administraion: Computer Software Program	2,723.00	2,750.21	(27.21)
G00-8110-430	Admin: Computer Support	300.00	30.00	270.00
G00-8120-415	Sanitary Sewer: Equipment Repair	7,000.00	-	7,000.00
G00-8120-417	Sanitary Sewer: Repairs & Improvements	20,000.00	5,303.94	14,696.06
G00-8120-418	Sanitary Sewer: Engineering for I & I	15,000.00	-	15,000.00
G00-8120-420	Sanitary Sewer: Electricity	5,000.00	2,363.53	2,636.47
G00-8130-100	Treatment & Disposal: Personal Service	105,719.00	99,026.02	6,692.98
G00-8130-200	Treatment & Disposal: Equipment	12,000.00	24,618.44	(12,618.44)
G00-8130-210	New Equipment Consumable	3,000.00	1,641.26	1,358.74
G00-8130-410	Treatment & Disposale: Personal Training	600.00	-	600.00
G00-8130-411	Treatment & Disposal: Sludge Management	42,000.00	38,682.27	3,317.73
G00-8130-412	Treatment & Disposal: Administration	2,000.00	2,218.12	(218.12)
G00-8130-413	Treatment & Disposale: Equipment Repair	8,000.00	26,268.12	(18,268.12)
G00-8130-414	Equipment Repair: IN	1,000.00	-	1,000.00
G00-8130-420	Treatment & Disposal: Auto Expense	1,000.00	573.40	426.60
G00-8130-421	Treatment & Disposal: Gasoline	1,582.00	307.48	1,274.52
G00-8130-430	Treatment & Disposal: Electricity Plant	21,000.00	21,477.49	(477.49)
G00-8130-440	Treatment & Disposal: Heating	3,000.00	3,417.94	(417.94)
G00-8130-450	Treatment & Disposal: Disinfection	2,750.00	3,312.85	(562.85)
G00-8130-460	Treatment & Disposal: Maintenance Contract	3,000.00	1,496.22	1,503.78
G00-8130-461	Treatment & Disposal: Engineer Contractual	4,000.00	-	4,000.00
G00-8130-470	Treatment & Disposal: Telephone	2,136.00	1,798.93	337.07
G00-8130-480	Treatment & Disposal: Building & Grounds	5,100.00	540.92	4,559.08
G00-8130-490	Treatment & Disposal: Chemical Testing	1,750.00	2,180.00	(430.00)
G00-8130-491	Laboratory Supplies	500.00	43.52	456.48
G00-9010-800	State Retirement	12,500.00	9,757.00	2,743.00
G00-9030-800	Social Security	6,555.00	6,412.70	142.30
G00-9035-800	Medicare	1,533.00	1,499.71	33.29
G00-9040-800	Workers' Compensation	4,750.00	5,150.54	(400.54)
G00-9055-800	Disablity Insurance	350.00	442.63	(92.63)
G00-9060-800	Medical Insurance	67,697.00	66,234.73	1,462.27
G00-9060-802	Dental: Monroe	1,000.00	-	1,000.00
G00-9710-600	Serial Bonds: Principal	50,000.00	50,000.00	-
G00-9710-700	Serial Bonds: Interest	15,331.00	15,330.87	0.13
G00-9730-600	BAN: Principal	52,000.00	52,000.00	-
G00-9730-700	BAN: Interest	14,949.00	14,168.55	780.45
G00-9901-900	Transfer to Other Funds	18,000.00	-	18,000.00
		<b>556,101.00</b>	<b>490,527.48</b>	<b>65,573.52</b>





# VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

TEL: (845) 265-3611

FAX: (845) 265-1002

WEB: WWW.COLDSRINGNY.GOV

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

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

## Village of Cold Spring Highway Department April Monthly Report

May 2, 2022

For the month of April, we finished street sweeping the Village, finished assessment of all the catch basins & prioritized them & sidewalks into an RFP, removed & repoured 8' of curb & 18' of sidewalk on Stone St., trimmed hedges & removed all debris from McConville Park with Jack D., assisted Royal with can distribution 3 times, had a resident's garbage can get lodged in drain pipe catch basin which caused Fair St. to flood ( tried to remove can, but it got sucked into drain pipe that runs to the swamp ), after the flooding rain we cleared the entire brook from behind the Ambulance Corp all the way down to the culvert on Fair St., removed 3' of sidewalk @ 11 Locust Ridge & laid asphalt over the roots that heaved the sidewalk, removed 10' of curb @ 30 Parrott ( On Pine St. ) to create a wider driveway apron, assisted Water Dept. with hydrant flush / trying to locate water leak / & cut their grass @ WTP / WWTP / & Coffered Dam, WTP assisted us with installation of new manhole monitor @ LME.

Had Roy Kannenberg onsite to replumb the entire MPP in PEX & replace the split sink traps, at the VCB we replaced the broken tile / installed a new door piston / installed a new soap dispenser / & painted the floors, we installed a new faucet @ MPP, we repaired all broken flag mounts & hung 80% of the flags around the Village, and we started cutting the grass.

We brought the compressor to Hatfield Brothers where they repaired/replaced a fair amount of the wiring & installed a new kill switch, the 2011 & 2019 pickups had winter tires switched out, the 2019 was inspected & had the A/C recharged, we repaired the seized tailgate on the 2016 F-350, we replaced the main hydraulic line for the back arm on the backhoe that had ruptured, on the Bobcat we repaired the damaged curb broom housing / repaired & replaced the chain & chain housing on the sweeper / & replaced 2 worn out hydraulic hoses for the sweeper attachment.

Robert Downey  
VCS Roadways & Facilities Crew Chief

## VCS Clerk

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**From:** VCS Highway  
**Sent:** Tuesday, May 10, 2022 1:26 PM  
**To:** Mayor; Trustee Woods; Trustee Starbuck; Trustee Fadde  
**Cc:** VCS Treasurer; VCS Clerk  
**Subject:** Recommendation to hire Chris Barnett

Mayor & Board,

Date: May 10<sup>th</sup> 2022

I am writing you to request we hire Chris Barnett for the part time permanent position we have available. Chris has shown great diligence trying to get a job with us. When we were installing the new manhole monitor at the LME he watched us perform the task, and asked many questions about the installation. He would be an asset to our department. I recommend we offer him \$ 18.00 an hour to start out until he completes a probationary period of 6 months. At that time, his salary can be reevaluated. I would not offer him more than what our lowest paid full time employee makes as it will cause animosity amongst the ranks.

Thank you,

Robert Downey  
VCS Highway Dept. Crew Chief  
85 Main St.  
Cold Spring, N.Y. 10516  
(845) 265-4883  
highway@coldspringny.gov



# VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

TEL: (845) 265-3611

FAX: (845) 265-1002

WEB: WWW.COLDSRINGNY.GOV

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

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

## Water & Wastewater Department Monthly Operations Report

April 2022

### Water:

<b>2021 Reservoir Status:</b>	94.72% Capacity	<b>Reservoir Status:</b>	97.55% Capacity
<b>2021 Flow to System:</b>	7.98MG / 266k/day	<b>Flow to System:</b>	6.91MG / 230k/day
<b>Monthly Rainfall:</b>	3.20"	<b>Percent Change:</b>	13.41% Decrease

- **Bacterial/Lab Tests:** All routine sampling were found in good standing.
- **Badger Endpoints:** Received 866 HLA Endpoints for the upgrade need for the 2023 CDMA Sunset date. External relocation / Installation Labor Quotes to be RFP.
- **Hydrant Flushing:** Conducted the Week of April 11<sup>th</sup> – 15<sup>th</sup>
- **Chemical Pump Uniformity Upgrade:** 5 Grundfos Chemical Pumps ordered, expected delivery within the next week(s).
- **Facility Issues:**
  - **Filter Unit #2 Actuator:** New Actuator Installed on 4/19.
  - **Sedimentation Basin #1 Floating Skimmer Attachment:** to be reinstalled time permitted.
- **No Updates:** On Aqueduct Connection or Filter Refurbishment Projects at this time.

### Wastewater:

<b>Total Inflow to Plant:</b>	7.62 MG / 254k/day	<b>Liquid Sludge Hauled Offsite:</b>	24,000 Gallons
<b>Biochemical Oxygen Demand:</b>	96.09% Removal	<b>Total Suspended Solids:</b>	97.64% Removal

- **Mission Communications:** Received and assisted with Highway Dept. with installation of New Manhole Monitor + Alarm System at Lower Main Estuary.
- **Facility Issues:**
  - **JWC Grinder and Auger Repair Components Received,** Labor Quotes submitted.
  - **Enclosing the Generator / Blower Bldg.** – Quote from Gentech to install louvres, duct work and controls for generator submitted.
  - **Non Potable / Recycle Plant Water Sprayer Line repaired** and system back in use, to be used as carry water for upcoming disinfection (5/15).
- **"E-2" Infiltration and Intrusion Inspections:** No Updates at this time.



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ROBERT DOWNEY, CREW CHIEF HIGHWAY DEPT

## RESOLUTION 15-2022 ACCEPTING BID OF ALON INDUSTRIES

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

**WHEREAS**, the Village of Cold Spring (the "Village") Wastewater Treatment Plant needs to have an Auger and Cutter Box repaired and

**WHEREAS**, on March 23, 2022 the Village Board of Trustees approved the purchase of the materials and determined that the cost for labor should be bid out separately; and

**WHEREAS**, quotes for the labor were sought and two were submitted with Alon Industries submitting the lowest bid; therefore

**IT IS HEREBY RESOLVED** that the Village awards the bid for the labor for the Auger and Cutter Box replacement and repairs to Alon Industries at a cost of TWELVE THOUSAND SIX HUNDRED TWENTY-SEVEN DOLLARS (\$12, 627).

On roll call vote:

Trustee Cathryn Fadde voted:  
Trustee Eliza Starbuck voted:  
Trustee Tweeps Phillips Woods voted:  
Mayor Kathleen E. Foley voted:

Resolution officially adopted on \_\_\_\_\_ by a vote of \_\_\_\_\_.

\_\_\_\_\_  
Jeff Vidakovich, Village Clerk-Treasurer

\_\_\_\_\_  
Date



**Alon Industries, Inc.**

1665 Bulls Head Road  
Clinton Corners, NY 12514

Estimate

Date	Estimate #
4/28/2022	1139

Name / Address
Village of Cold Spring Water Department 85 Main Street Cold Spring, NY 10516

Item No.	Description	PO No.		Project	
		Qty	Rate	Total	
1	Auger and grinder replacement  Remove and replace muffing monster grinder supplied by the Village. Isolation and dewatering of channel will be required to complete the work, we assume Village will provide. We remove and replace existing auger gear box and motor, we will disconnect and re-connect. We will provide prevailing wage labor, confined space equipment, rigging, hand tools and electrical hook up and disconnect. Exclusions: Isolation, dewatering, instrumentation, programing bonds and permits	1	12,627.00	12,627.00	
<b>Total</b>					\$12,627.00



# Village of Cold Spring Police Department

## Monthly Report:

Apr-22

### Incident/Events

<u>Type of calls</u>	<u>Number of calls</u>	<u>Type of calls</u>	<u>Number of calls</u>
911 Hang up		Abandoned vehicle	
Aggravated harassment		Aided case	13
All other	1	Animal bite	
Animal acting rabid		Assist fire department	
Animal complaint other	1	Attempt to locate person	
Animal struck by motor vehicle		Buglary attempt	
Assist citizen	1	Car blocking	
Assault		Civil matter	5
Burglary		Criminal mischief	
Burglary in progress		Disabled vehicles	
Child abuse		DMV suspensions/revocations	
Criminal impersonation		Domestic dispute	
Custodial interference		Drug complaint	
Disorderly conduct/Disturbance		Drug sale	
Dog complaint		Extortion	
Driving while intoxicated		Family offense	
Drug possession		Fire Alarm	2
False Alarm (any type)	4	Gun shots	
Family court summons		Harassment	
Fireworks		Health & Safety hazard	1
Fraud		Illegally parked vehicle	
Funeral escort		Insufficient funds-Checks	
Hazardous material/spill leak		Lockout - vehicle	
Hit & Run		Mental health incident	
Impounded vehicles		Missing person	
Larceny		Navigation accident	
Leaving scene of accident		Neighborhood Dispute	
Lockout - residence		Notification death or emergency	
Loitering		Officer needs assistance	3
Lost or Stolen license plates		Other	
Missing child		Person with a gun	
Natural disaster		Possession of weapon	
Navigation complaint		PDAA	
Noise complaint	1	PIAA	1
Obscenity/pornography		Property lost	1
Open door		Property stolen	1
Other accident		Reckless driving	
Personal injury		Unwanted Party	
Private property		Robbery-in progress	
Property found	5	Shoplifting	
Property recovered		Speeding vehicle	
Public property		Suspicious person	1
Robbery		Theft of services	
Repossession of vehicle		Trespass	
Robbery - other		Unauthorized use of a vehicle	
Simple assault		V&T complaint	3
Suicide attempt			
Suspicious vehicle			
Transports			
Unattended death	1		
Welfare Check	2	<b>Total number of calls for service:</b>	<b>51</b>
Wires down	4	<b>Total Number Year to Date</b>	<b>219</b>



## Village of Cold Spring Police





## Cold Spring Fire Company No.1

154 Main Street  
Cold Spring, NY 10516

[www.coldspringfd.org](http://www.coldspringfd.org)

**EMERGENCIES**

911

ALL OTHER

845-265-9241

FAX

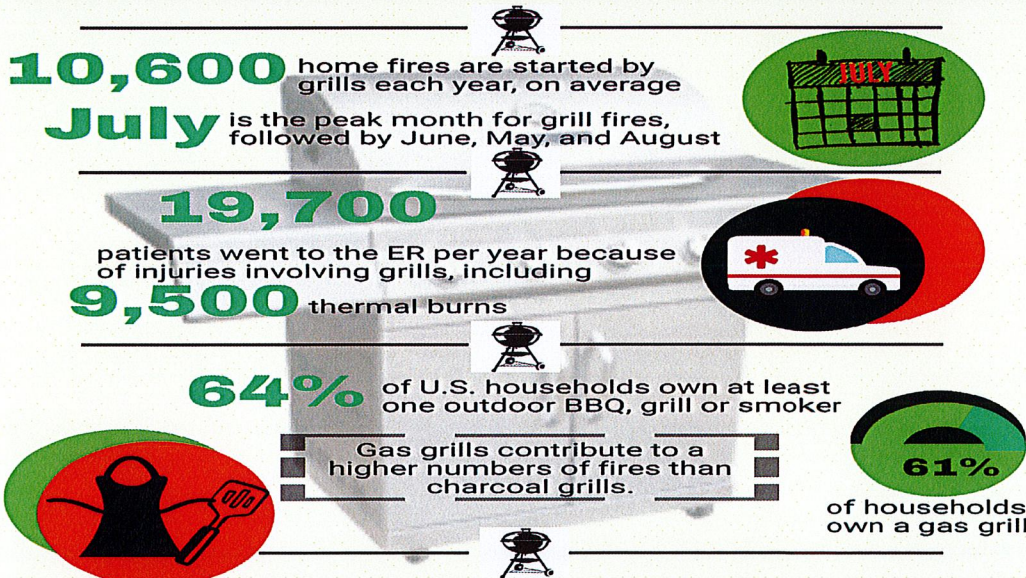
845-265-1093

### Chiefs Report May

15 Calls for April

- 5 Activated Fire Alarm
- 2 EMS Assist
- 1 Motor Vehicle Accident
- 3 MT Rescues
- 1 Transformer Fire
- 1 Brush Fire
- 1 Mutual Aid to North Highlands for Motor Vehicle Accident.
- 1 Mutual Aid to North Highlands for a Outdoor Smoke Investigation

## GRILLING STATISTICS from NFPA



Sources:  
NFPA Research, Data & Analytics  
Hearth, Patio and Barbecue Association  
Consumer Product Safety Commission's National Electronic Injury Surveillance System



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

Thomas J. Costello  
Village Justice

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

**APRIL 2022 MONTHLY REPORT**

Fines, Forfeited Bails & Civil Penalties	\$ 1,725.00
Parking Tickets	1,930.00
Civil Fees	
Including Termination of Suspension Fees, Bail Poundage, Certificate of Disposition, Filing Fees, Small Claims, Transcripts of Judgment and Returned Check Fees	20.00
Mandatory State Surcharges	<u>1,017.00</u>
TOTAL	<u>\$ 4,692.00</u>

A check in the above amount is submitted herewith.

Respectfully,



Thomas J. Costello  
Village Justice

Dated: May 3, 2022

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

Report date: 05/02/2022

04/01/2022 to 04/30/2022  
All Judges

STATUTE      COUNT

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ADDITIONAL INFORMATION

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VTL              24

Number of DWIs - 1192:      0

Number of AUOs - 511:      0

Number of Speeds - 1180:      4

Number of Defendants:      20

Total Number Charges:      24

Average Charges/Defendant:      1.20

Number of Small Claims:      0

# Village of Cold Spring Historic District Review Board

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

## MONTHLY REPORT TO THE VILLAGE BOARD OF TRUSTEES MAY 2022

---

### CURRENT APPLICATIONS

On April 20th, we conducted the Public Hearing for the renovation of 20 Church Street. The application was approved. We also reviewed and approved an updated application for a rear deck and 20 Fair Street. We reviewed and approved an application for a storage shed and fencing around an in-ground pool at 8 Locust Ridge. We met with the owner of 41 Garden Street in workshop to discuss options for a rear fence.

On May 4th, we reviewed and approved the application for a fence at 41 Garden Street.

### BOARD WORK/PROJECTS/NOTES

- We met on April 12 to review edits to the Design Standards.
- In May, we met with the Chair of the ZBA to discuss ways to increase the productivity and efficiency of reviews for applications referred to two or more village boards. We will continue this discussion with the Village Clerk and Planning Board Chair and provide a proposal to Trustees at a later date.

Respectfully submitted,

Sean Conway

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

# Village of Cold Spring - Planning Board of April 2022 Activities

85 Main Street, Cold Spring, NY 10516  
Tel: (845) 265-3611 Fax: (845) 265-1002  
Web: [www.coldspringny.gov](http://www.coldspringny.gov)



May 6, 2022

Dear Mayor Foley and Village Trustees<

The Planning Board met on April 14, 2022, to receive a chairman's report on the Hudson Highlands Fjord Trail (Project). The Report is appended below. After much discussion, the Planning Board members instructed the Chairman to draft a letter of concern about Fjord Trail negative impacts on the village's infrastructure and quality of life.

The Board rescheduled its April 24, 2022, meeting to May 5, 2022, to receive the Agreement on Parking Waivers, reached between the Village Trustees and the applicant of 40 Main St. on April 23, 2022. The substance of that meeting will be shared in the Planning Board's May 2022's report to the Trustees.

Thank you for your consideration.

Respectfully,

Jack Goldstein, Chair

Date: 04/12/22

To: Members of the Village of Cold Spring Planning Board

From: Jack Goldstein

Re: Hudson Highlands Fjord Trail

- I. This Chairman's Report is a preliminary discussion of the Hudson Highlands Fjord Trail (the Project). It asks if the Village of Cold Spring Planning Board (PB) can play a constructive role in determining if the Project is consistent with sound Planning and Development principles as they apply to the unique qualities of Cold Spring, and to the self-determination of its

residents. The Project's long gestation period, wide net of association, investment to date and influential Partners should be factored into the PB's consideration.

- II. Various community groups first mooted the need to address the traffic congestion and pedestrian safety from increased hiking at the Breakneck Ridge Trail in 2006. In 2016, RBA Consulting Group submitted a Preliminary Master Plan to the City of Beacon, Town of Fishkill, Town of Philipstown and Village of Cold Spring. RBA was assisted by a 13-member Steering Committee including the municipalities and Scenic Hudson, NY State Office of Parks et.al (Parks) ,and Metro North. Since then, there has been little meaningful public involvement or public disclosure.
- III. Recently, the Project has begun a roll-out of a revised, substantially re-imagined plan including a presentation to the Philipstown Trustees and a new website. The Project, in its current form, is helmed by Scenic Hudson working through a subsidiary not- for-profit management group called Hudson Highlands Fjord Trail, Inc. The Steering Committee continues as an advisory body. A presentation to the Cold Spring Trustees is planned, but not scheduled.
- IV. The Project proposes a 7.5-mile-long contiguous development along the Hudson River from Cold Spring to Beacon. Approximately 1/3 of the Project falls within the boundaries of Philipstown which includes the Village of Cold Spring. It proposes to use property acquisition, easements, and capital improvements, with prominent elements of shoreline stabilization educational programming and visitor amenities such as increase parking, to create a major, intermodal, recreational attraction designed to attract significantly increased tourism to the area. The Project has identified the Village of Cold Spring as the "gateway" to this tourist attraction, envisioning Dockside Park as the primary point of entry.
- V. Project construction will be staged, beginning with the Breakneck Ridge segment, located mid-way along the development corridor, in Fall of 2021 and open within a few years, and the Trail to Cold Spring completed by 2027.
- VI. In 2018, the Village of Cold Spring and Parks entered into 10-year management Agreement governing Dockside Park. In it, Parks reserves the right to begin construction of a Shoreline Stabilization Project at the site without further consultation with the Village and with only 48-hour notice. In it, Parks takes responsibility for design and construction of the new park and the Village agrees to pay for maintenance and liability costs until 2018. Construction began in December 2021 upon 48 hours' notice and no consultation with the Village. In addition to Shoreline Stabilization, work includes a total redesign of the park and the construction of a new boat ramp. No environmental review is evident.
- VII. Because of its location and history Cold Spring has full views of the Hudson Highlands, access to stretches of the Hudson Riverbank, State and National Historic Districts of low-rise 19<sup>th</sup> century buildings and a mid-village Metro-North Hudson Line train station. With a population of approximately 2,000 people, the village rests on 383 acres set between ridges on the North and South, the Village of Nelsonville on the East, and the Hudson River on the West. Residential areas flank a central commercial Main Street largely comprising small, locally owned, or managed retail shops and restaurants. It supports a respected E-12 single campus school with 795 students. It contains one large development site. The Village cannot expand geographically, new construction must conform to its historic low-profile context,

and streets and sidewalks constitute a closed loop. Parking is severely limited for residents, businesses, and visitors.

- VIII. Tourism has been an element variously affecting Cold Spring's economy and quality of life since the 1980s. It has been trending up since 2015. While hard data is all but non-existent experient indicators such as rising commercial rents, demands on public services, and crowding of streets and sidewalks support the conclusion for working purposes. Legislation to maintain the integrity of residential areas through parking restrictions has proven necessary.
- IX. What, then, are some of the initial Planning issues for the people of Cold Spring raised by the Project?
- a. Did the Project make an error in designating Cold Spring, with its severely limited geography and plasticity, as the gateway to a major recreational development designed to attract significantly higher numbers of visitors?
  - b. How much of the Project is necessary to address the traffic and safety issues for which it was initially conceived?
  - c. Will the Project result in damaging and irreversible over-tourism in Cold Spring?
  - d. Will the Project effectively take decision-making affecting quality of life, development patterns and property values away from the people of Cold Spring?
  - e. Will the implementation of Breakneck Ridge first, i.e., construction of the destination before the road to get there, render the gateway inevitable and hence foreclose the options of the people of Cold Spring?
  - f. Does the construction of Dockside Park, currently underway without reference to the desires of the local community, yet maintained at Village taxpayers' expense, also effectively foreclose meaningful local objections to the gateway or the Project concept as a whole?
  - g. What is the proper balance here between conservation and exploitation in the stewardship of natural and cultural resources?
  - h. What are the different obligations for candor and meaningful interaction required of Government Agencies and Non-Governmental Organization?
  - i. What is the proper role for the Cold Spring Planning Board?

Respectfully,

Jack Goldstein, Chair

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

May 6, 2022

To: Mayor and Board of Trustees  
From: Eric Wirth, Chair

The ZBA held two meetings last month, which encompassed a workshop and public hearing on a request for a six-foot fence in a side yard at 20 Rock Street.

I initiated a discussion with the HDRB about procedures that apply when the Code Enforcement Officer refers a project to more than one board (ZBA, HDRB, Planning). When applicants are referred to multiple boards, must they apply to the boards in sequence, or may they apply simultaneously to save time? When and how should such applicants have a preliminary discussion with one board before applying to another one? Applicants receive no formal guidance on these questions. I will join the HDRB meeting on May 4 to pursue this discussion.

Eric Wirth



## VILLAGE OF COLD SPRING - TREE ADVISORY BOARD

Members: Tony Bardes - Kory Riesterer - Charles Day - Taro Ietaka - Jennifer Zwarich

PRESS RELEASE: MAY 3, 2022

### CONFRONTING A VERY PRETTY PROBLEM

While Tree City USA flags and a line of bright green “we love our trees” sidewalk stencils along Main Street were the most visible signs that the Village of Cold Spring celebrated Arbor Day on Friday, April 29th, 2022, most passersby likely missed a secret experiment going on high above their heads!

Earlier this April, Tree Advisory Board members Charles Day, Tony Bardes, Kory Riesterer and Taro Ietaka spent a day grafting four different species of flowering trees onto inconspicuous branches of several village-owned Callery pear street trees. Their mission: to find a novel way to slowly replace this beautiful but problematic tree that represents a whopping 12% of the village’s public tree inventory without stark removals that would leave gaping holes in the street canopy.

It is easy to see why many Hudson Valley villages are heavily planted with *Pyrus calleryana*, which is often known by one of its many popular cultivar names such as “Bradford”, “Aristocrat” and “Cleveland Select”: not only does it display lovely showy white flowers in spring and deep red/purple fall foliage, but it’s fast growing, incredibly unfussy about soil conditions and is resistant to serious disease. Native to China and Vietnam, the Callery pear gained rapid popularity in the United States after its introduction in the early 20th century as part of an effort to develop fire-blight resistance for the commercial pear industry. Its ability to tolerate extremely difficult growing conditions led the Society of Municipal Arborists to name one Callery cultivar, “Chanticleer,” as Urban Tree of the Year in 2005. Its incredibly tough nature is epitomized by the lone Callery pear, charred and broken, that famously survived the horrible events of September 11th at Ground Zero and is now recovered and known as the “Survivor Tree” at the 9/11 Memorial in New York City. Certainly there is much to admire in the Callery pear.

However, over time, and despite efforts to develop better cultivars, the tree’s desirable traits have been overshadowed by other steep and costly characteristics, including weak structure, winter storm susceptibility, glue-like fruit covering parked cars and, most recently, evidence of the invasive spread of thorny hybrids. In the Village of Cold Spring, these traits have caused numerous headaches for the Highway Department, which responds at all hours to hazards, and the Tree Advisory Board which is in charge of advising on village tree management. Over the past 5 years for example, of the 21 Callery Pears that lined Main St, two have completely split or toppled and a half dozen more have suffered major storm damage that required emergency removal from structures



and streets/sidewalks and left behind weakened and disfigured trees. In addition, though cultivated Callery pears are bred to produce sterile fruits, in Cold Spring trees from the street and from local backyards have cross-pollinated and now hybrid forms of the tree with viable seeds and large thorns have taken over the northern end of the former Marathon Battery Plant on Kemble Avenue a few blocks away. It will likely only be a matter of time before next generations of these trees populate the margins of Foundry Dock Park and Foundry Marsh, with possible negative ecological consequences for native habitats. This invasive spread is common in many parts of the country where trees can be seen colonizing forest margins, marshes, roadsides, and other undisturbed land.

With these and other problems in mind, the Tree Advisory Board hopes that some Callery pear street trees can in future years be transformed, through grafting, into less problematic trees. This April's grafting experiment represents a testing stage for this idea. The Board has also begun a program to gradually replace Callery pear street trees, starting with those that have sustained structural damage, with a diverse variety of what hopefully will be more suitable and loveable species.

Mayor Kathleen Foley cut the Arbor Day ribbon last Friday at a ceremony held around just such a tree. This new disease-resistant American Elm "New Harmony," planted on village property near the Methodist Church on Main Street, will eventually replace it's storm-damaged Callery pear neighbor. While suddenly cutting down all the Callery pears street trees is not a tenable or desirable solution to Callery pear issues in Cold Spring, slow diversification through new plantings, gradual removal of the most damaged trees, and—quite possibly—grafting, will help in the complicated equation of replacing the financial and environmental costs of one tree with the (hopeful, but far from guaranteed) benefits of others. The story of the Callery pear, a tree once deemed an excellent choice for urban settings, reminds us of the difficulty of such calculus.

# Village of Cold Spring

## Recreation Commission Report - May 2022

### **New Applications:**

- Hops on the Hudson (Non-Profit) – July 17, 2022 (Rec. Commission approved 3/30/22)
- Wedding – June 12, 2022 (Rec. Commission approved 3/16/22)
- Wedding – October 8, 2022 (Rec. Commission approved 3/16/22)

### **Upcoming Approved Events:**

- HOPS on the Hudson – July 16<sup>th</sup> 2022 (Village Board approved 2/23/22)
- Putnam County Wine and Food Festival – August 6<sup>th</sup> & 7<sup>th</sup> (Village Board approved 3/9/22)

### **Bandstand:**

- None

### **Mayor's Park & Pavilion:**

- Met with Haldane Director of Facilities, Tim Walsh, to discuss Mayor's Park. Haldane will weed whack the fence line and clean the restrooms during the seasons of use. We will work together to update the agreement. The Town has rolled at Mayor's Park to help level the field.
- Repairs were made to the water pipes, picnic table, and grille at the Pavilion. A deadbolt lock will be installed on the Women's Bathroom to deter vandalism. Additional plumbing repairs have been completed at the Pavilion to ensure proper drainage when winterized.
- Existing signage at Mayor's Park is being evaluated to consolidate and clarify access and restrictions. The Commissions recommendations have been presented to the Trustee's.
- The Commission will meet with the Cold Spring Police to discuss parking issues during events at Mayor's Park & Pavilion to ensure reserved parking is available.
- The Commission is researching potential grants available for improvements and soliciting bids from local contractors to repair the basketball court and softball field.

### **McConville Park:**

- The Commission has been coordinating with Boy Scout Owen Carmicino for his Eagle Scout project, a sign for the 9/11 Memorial viewable from Morris Avenue (Route 9D). The HDRB application was approved at the February 16<sup>th</sup> meeting. The Boy Scouts will also be fundraising to pay for the sign, which will cost approximately \$4,000.
- The Commission is having a plaque made to place in front of the tree by the Patriot Garden commemorating it as the first holiday tree at the Bandstand.

### **Other Recreation Commission Items:**

- Working to renew JP McHale lawn treatment contracts through 2024.
- The Event Coordinator job description has been approved and posted. Awaiting applicant interviews and selection by Trustees.
- The recreation survey was sent via email and through the Village Facebook page. Results have been analyzed and will be used to schedule activities/leagues. The Commission is working with the Village advisors to prepare insurance liability waivers.
- The 2022-23 Recreation Commission draft budget was prepared and needs to be reviewed.

Revised Time

PAID  
APR 04 2022  
Village of Cold Spring

Receipt  
3/2/25  
DB

**APPLICATION FOR GROUP USE OF MAYOR'S PARK PAVILION, MCCONVILLE PARK, BANDSTAND AND BALLFIELDS**

Facilities Requested: Bandstand  
Date(s) of Event: Sunday June 12th 2022 Time: 5:30 pm  
Date(s) and Time for Set Up and Break Down: Sunday June 12th 2022 4:30pm- 6:30pm

Sponsoring Organization Mayra Tortorici  
Address: 140 Bell Hollow rd. Putnam Valley NY 10579  
Email: Mayratortorici0901@gmail.com Phone: 914 338 9650

Please check if applicable:  
 Cold Spring Village Resident  Philipstown Resident  Not- for-Profit Org.\*  
**\*If this is a 501C-3 Not-For Profit organization please attach proof**

Designated Contact: Mayra Tortorici  
Address: 140 Bell Hollow rd. Putnam Valley NY 10579 EMail: Mayrtortorici0901@gmail.com  
Phone: 914 338 9650 Cell: \_\_\_\_\_

ESTIMATED ATTENDANCE 40  
Amplified Sound?  Yes  No Time: \_\_\_\_\_

**Ticketed Event Information**

Event Name: \_\_\_\_\_ Type of Event: \_\_\_\_\_  
Number of tickets that will be sold: \_\_\_\_\_  
Activities Planned: \_\_\_\_\_  
How will the event be advertised: \_\_\_\_\_

Will there be a stage?  Yes  No Where: \_\_\_\_\_

Will alcohol be sold ?  Yes  No If yes, a separate NYS SLA permit required at (518)474-0385

Will food be sold?  Yes  No If yes, separate Health Dept. permit require

Will any goods be sold?  Yes  No

Describe: \_\_\_\_\_

Will there be a tent or canopy  Yes  NO

Size: \_\_\_\_\_ Square Feet Location: \_\_\_\_\_

**A Site Plan for Ticketed Events must be submitted with this application**

- The undersigned is over 21 years of age and has read this form and all included information and agrees to comply with them. He/She does hereby agree to be responsible to the Village of Cold Spring for the care and use of the facilities. I, on behalf of Mayra Tortorici 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, Mayra Tortorici, and/ or the organization I represent, Mayra Tortorici, agree to pay for any any all damages to equipment or property of the Village of Cold Spring by said organizations, members, guests, or visitors.

Signature (Organization representative)

Mayra Tortorici

Date 03/12/2022

Approval by Recreation Commission: Date 4/20/22 By 

Notes:

Approval by Village Board: Date \_\_\_\_\_ By \_\_\_\_\_

Village Board to check appropriate Notations from Recreation Commission distribution:

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

RECEIVED

MAR 07 2022

Village of Cold Spring

APPLICATION FOR GROUP USE OF MAYOR'S PARK PAVILION, MCCONVILLE PARK, BANDSTAND AND BALLFIELDS

Facilities Requested: BANDSTAND

Date(s) of Event: 10/13/2022 Time: 11AM - 2PM

Date(s) and Time for Set Up and Break Down: 10/13/2022 11AM-12PM SETUP  
1:30PM - 2PM BREAK DOWN

Sponsoring Organization N/A

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Please check if applicable:

Cold Spring Village Resident  Philipstown Resident  Not-for-Profit Org.\*

**\*If this is a 501C-3 Not-For Profit organization please attach proof**

Designated Contact: DAWNE FENG

Address: 400 CHAMBERS ST, 9B EMail: dc3eng@gmail.com

Phone: 917-887-3181 (cell) Cell: \_\_\_\_\_

ESTIMATED ATTENDANCE 2hr - 30

Amplified Sound?  Yes  No Time: 12p - 1p (portable speakers)

Ticketed Event Information N/A

Event Name: \_\_\_\_\_ Type of Event: \_\_\_\_\_

Number of tickets that will be sold: \_\_\_\_\_

Activities Planned: \_\_\_\_\_

How will the event be advertised: \_\_\_\_\_

Will there be a stage?  Yes  No Where: \_\_\_\_\_

Will alcohol be sold?  Yes  No If yes, a separate NYS SLA permit required at (518)474-0385

Will food be sold?  Yes  No If yes, separate Health Dept. permit require

Will any goods be sold?  Yes  No

Describe: \_\_\_\_\_

Will there be a tent or canopy  Yes  NO

Size: \_\_\_\_\_ Square Feet Location: \_\_\_\_\_

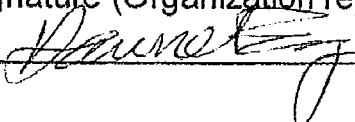
**A Site Plan for Ticketed Events must be submitted with this application**

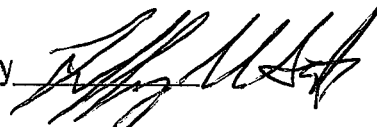
*\*3/18/22 11AM called to let Dawne know she was approved  
\*also advised the SeaStreak could be doing at that time*

- The undersigned is over 21 years of age and has read this form and all included information and agrees to comply with them. He/She does hereby agree to be responsible to the Village of Cold Spring for the care and use of the facilities. I, on behalf of DAWNE ENG 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, DAWNE ENG, and/ or the organization I represent, N/A, agree to pay for any any all damages to equipment or property of the Village of Cold Spring by said organizations, members, guests, or visitors.

Signature (Organization representative)

 Date 3/7/2022

Approval by Recreation Commission: Date 3/16/22 By 

Notes:

Approval by Village Board: Date \_\_\_\_\_ By \_\_\_\_\_

Village Board to check appropriate Notations from Recreation Commission distribution:

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

May 11, 2022 Village of Cold Spring Report

1. New Highway Garage work has resumed, we are still looking at late April to Mid May for the material. Approved a few change orders.
2. E-Waste collection will be ready start in June.
3. Food scrape recycling we are very close to getting this started by the end of May.
4. Garrison Water Dist. We drilled new well on the Property at 9D and 403 this well again did not yield enough water to move forward.
5. Purchasing new equipment to support our Highway Dept, Kubota Excavator, & Curber machine, & a diagnostic computer to trouble shoot Trucks and machinery.
6. Passed resolution hang a Progress pride Flag at the Town Hall.
  
7. Planning board still very busy with The Garrison and Shakespeare Festival. We had over 9 hours of public hearings. As you can from the papers the applicate took everything that public had to say and made modifications to the plans by withdrawing the indoor theater and adding 20 room to the hotel.

May 11th, 2022

Cold Spring Chamber of Commerce  
P.O. Box 36  
Cold Spring, NY 10516



## **Cold Spring Chamber Report to the Village of Cold Spring**

### **Activity**

- Cold Spring in Bloom (April 22nd)
  - Big success - looking forward to next year, expanding on the Earth Day theme.
- Cold Spring Aglow
  - Date set for December 9, 2022
  - The Chamber would like to have a meeting with the Village to start planning.
- May Chamber Breakfast meeting at Riverview
  - Great turnout; heard from NY Presbyterian Hospital about new facilities, and from the Hudson Highlands Fjord Trail about the project
- 2022 Cold Spring Map & Guide
  - Chamber printed thousands of copies, which are available on request for distribution at local businesses, community events, etc.
  - Would like to know the latest on SeaStreak and whether they will be needing maps.
- The Chamber will be creating two new committees
  - Professionals Committee (for non brick-and-mortar businesses)
  - Route 9 Committee (for non Main St businesses)

### **Advocacy**

- The Chamber is partnering with Philipstown Fights Dirty to conduct a workshop in late May or early June for local businesses on how to reduce their carbon footprint, most likely to be held at Butterfield Library

### **Upcoming Events and Meetings**

- Chamber Breakfast Meeting - June 14th, 9am
  - Main topic will be annual Chamber awards and scholarships



Cold Spring  
Police  
Department  
2022  
Information Technology  
Service and Maintenance Contract

Prepared by:



Managed Technologies of NY, Inc.  
Anthony Adamo  
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Carmel, NY 10512  
Phone: (845) 363 8394  
E-Mail: [aadamo@managedtechpc.com](mailto:aadamo@managedtechpc.com)

# The Project

Prepared By: Anthony Adamo

Prepared On: May 3, 2022

Prepared For: Cold Spring Police Department

The Cold Spring Police Department has an active contract with Managed Technologies of NY, Inc for I.T. service, support and maintenance which has shown to keep the computing system of the municipality safe, secure, up to date and running smooth for all employees. To continue the maintenance, service and support with provide the Cold Spring Police Department a prolonged use and cost-effective computing environment for the ever-changing Information Technology field.

## The Assessment

Current CSPD I.T. Configuration:

The current computer infrastructure of the Cold Spring Police Department consists of one (1) server and eight (8) total workstations (five of which are laptops) that access data and network resources. The breakdown is as follows. The one server is the Windows based domain server that manages the network and its security. The server Operating System in use is End-of-Life in 2023 – discussions on replacing it have been started for future budgeting purposes. The workstations that are part of the current contract are the OIC Desktop, FrontDesk Desktop, Training Laptop, RMP 60 Laptop, RMP 61 Laptop, RMP 62 Laptop, RMP 64 Laptop and finally the PCSO Substation Workstation. The department utilizes a main laser color multifunction printer which is in good working order along with an inkjet printer in the OIC office. There is also a third printer at the PCSO SubStation. The information on the server is backed up with our in-house compliant image and file cloud-based solution. The backup is checked multiple times a month randomly to ensure it is accessible and ready for use in the event of a data loss or catastrophic incident scenario. Our monitoring platform informs our staff if there is an issue with the backup as well. The network routers are also checked monthly to ensure all firmware and security updates are applied and additionally if notified by the vendors of critical security updates.

# The Maintenance Solution - Explained

Recommended upgrades and explanation:

A solution that could be offered to the Cold Spring Police Department at this time is to continue the currently in place contract with Managed Technologies of NY, Inc to perform all information technology services and maintenance tasks and ensure health of the network and computers/resources being utilized. This will ensure that the server, computers and devices attached to the network as well as the network itself are properly maintained and available at all times as well as ensuring the information is secure and backups available. It will also give the Cold Spring Police Department complete use of all of the features the computer infrastructure is capable of performing and complete utilization while protecting the investment of the hardware, software and network.

Managed Technologies of NY, Inc. utilizes the number of devices to calculate the cost per month to assess a fair market value price for the level of support provided. The devices utilized in this assessment are as follows.

Servers: CSPD-AD1

Workstations: CSPD-OIC, CSPD-FrontDesk, PCSO SubStation, RMP 60 Laptop, RMP 61 Laptop, RMP 62 Laptop, RMP 64 Laptop, Training Laptop

Printers: Brother Color LaserJet Multi-Function, PCSO Substation Brother MFC, Ink-Jet HP Printer, 4 vehicle printers

Routers/Switches: Main Internet Router, Main Network Switch

With this service contract in place, Managed Technologies of NY, Inc. will provide the below listed items as described in a pro-active manner. In addition, Managed Technologies of NY, Inc.'s aim is to provide service and support for requests as if it were a full-time employee or internal division of the municipality without the associated expenses. Our ultimate goal is to become your partner in IT and for you to let us manage your IT system so you can worry about the day-to-day functions of a municipality.

**Managed Technologies of N.Y., Inc. takes great pride in providing the highest quality IT Service and Support in the market. We utilize the best tools in the industry and keep education current with new and emerging technologies. Using the best tools however comes with associated costs. We struggle with having to raise rates, but in an effort to ensure we can maintain the highest quality services, we must from time to time raise our rates due to the costs associated with providing our services. We have experienced cost increases from our vendors and have absorbed them as much as we can, but we are at a point where we must increase our rates. The new rates are explained in the following section.**

# Service & Maintenance Solution – Included Items and Associated Costs

## Hardware

Hardware costs are not included.

## Labor - Flat Rate Monthly Service Includes:

Unlimited support requests submitted by call/text/email/web form.

Unlimited remote support for all and any support requests.

Unlimited on-site support – utilized only when absolutely necessary.

24/7 monitoring, management and alerting of system and security issues.

Monitor system backups, test and remedy if issues arise.

Windows and other system software updates.

Antivirus checks to ensure found viruses (if any) are removed and remedy if not.

Spyware protection check & remedy if any is found & not automatically removed.

Check workstation system and application logs for errors and/or items requiring attention and remedy.

Check server roles for errors and/or items requiring attention and remedy.

Network/Software issues related printing troubleshooting and remedy.

VPN availability/troubleshooting/remedy for devices connecting remotely.

Network user account addition/modification/deletion for the network/domain.

Act as a liaison for other software/hardware vendors.

Ensure network/server/workstation uptime and availability.

4-hour response to any reported issue (may be phone/email/text/on site).

Troubleshoot and remedy any issues reported relating to the information technology system - If issue is related to software provided by vendor, assume role of liaison

Troubleshoot hardware issues that may arise for already installed/covered items and provide a remedy (may require additional fees depending on remedy).\*\*

## Flat Rate Coverage Plan:

Total Monthly Cost \$ 400.00

(General Pricing Information: Server = \$115/monthly, Server No Support = \$31.90/monthly, Workstations (w/A.D.)= \$45/monthly, Workstations (w/o A.D.) = \$45/monthly, Workstations No Support = \$9.65/monthly, iPad/Android tablet = \$15/monthly, Router/AP = \$5/monthly, Printer=\$5/monthly, Cloud Backup Server = \$70/monthly/server, Cloud Backup Workstation = \$20/monthly/workstation)

Total Yearly Cost \$ 4,800.00

Devices Covered: 1 Server, 4 AD Wrkstns, 4 Non-AD Wrkstns, 7 Printers, 1 Switches, Server Cloud backup

**Although we are increasing prices, you are still receiving a discount of \$225 from our normal rates.**

\*\*=Labor to configure full replacement of hardware not covered & billed at normal hourly rate in terms.

# Terms of Service

If the Cold Spring Police Department decides to enter into contract with the undersigned for this project, the following will apply:

1. Regarding the "Service & Maintenance Solution" Contract portion of the proposal:
  1. Consulting charges outside of the maintenance contract are bill at an hourly rate of \$85.00/Hour
  2. Replacement parts and hardware are not covered and will be purchased with approval and billed at the time of replacement.
  3. There will be no service call charges applied to any on-call non-emergency services that do not need immediate attention and can be scheduled accordingly.
  4. Emergency Service Support Call fees are as follows (for Remote or On Site):
    1. During the hours of 7:01 AM to 7:00 PM there is a \$195 service fee.
    2. During the hours of 7:01 PM to 7:00 AM there is a \$195 service fee.
2. Managed Technologies of NY, Inc. will have full access to the system and data and be the sole entity authorized to make system changes at the request of authorized municipality personnel.
  1. This is done to ensure system uptime and stability and provide a guaranteed level of service to the customer and ensure no other entity has the availability to make changes and therefore compromise the system, its data or any support being conducted by Managed Technology of NY, Inc. staff.
  2. Managed Technologies of NY, Inc. will provide the Administrator password as a failsafe to the municipality to only one critical municipality contact. This will ensure accountability and offer access to the municipality personnel in the event the contract is cancelled.
  3. If it is determined during the troubleshooting of a support request that the support request is ultimately caused due to un-authorized or un-requested changes to the system, its hardware and/or software by municipality members or any other party without the notification to Managed Technologies of NY, Inc., normal hourly rates for time and material required to resolve the support request will apply and be billed at the time of service.
3. New projects / hardware additions / full hardware replacements are not included in the attached service and maintenance contract.
  1. If there is a new completed project/hardware addition/replacement added to the municipality's technology system and the Cold Spring Police Department would like it added to the current maintenance contract this can be accomplished.
    1. An amendment contract will be created explaining the addition of the new item(s) and charge(s) for the added item(s) and be calculated into a new monthly fee with signatures from the service provider and customer showing agreement.
    2. The new fees would take effect the month when it is decided to be added and the amendment is agreed upon.
  2. With respect to new projects and/or hardware additions/replacements and/or services not listed in the included "Service & Maintenance Solution – Included Items & Associated Costs"
    1. These items will be billed at the time of service separate from maintenance contract invoices and not included, mentioned or described in the maintenance contract invoices.

4. Most, if not all, maintenance will be conducted via secure remote connection.
5. When an issue is reported, the following response times and responses will be provided:
  1. Normal business hours are 7 A.M. to 7 P.M. and normal business days are Monday thru Saturday.
  2. During normal business hours, a response will be provided within 4 hours of the initial request or next business day if within 4 hours of business close.
  3. Outside of normal business hours, a response will be provided within 12 hours of the initial request or next business day.
  4. The customer or reporting member of the municipality will receive a response via phone call, text or email.
  5. The issue may require further scheduling to resolve the problem.
6. All issues are regarded as urgent and a resolution will be applied as soon as possible.
7. This Service and Maintenance Contract will commence on June 1, 2022.
8. The Cold Spring Police Department will be billed every 1 Month(s), or 30 days from:
  1. The date of June 1, 2022 for this maintenance contract, which will be in effect for no more than one year from this date.
  2. Late payments: Recurring monthly invoices for maintenance require payment within 30 calendar days of invoice date.
    1. If payment is not received within the allotted time period, a 3% late fee with minimum charge of \$35 is charged with a separate invoice number.
    2. Services rendered as part of the service and maintenance contract including on-going service calls, monitoring, new service calls will be halted until overdue invoices and associated late fees are paid in full.
  3. If the customer wishes to cancel the service and maintenance contract before its expiration date for any reason, the customer will be responsible to pay all remaining monthly payments for the term of the contract in full.
9. As a requirement of my insurance company for additional purchased coverages:
  1. Disclaimer of Warranty and Liability: To the maximum extent permitted by applicable law all services provided by Managed Technologies of NY, Inc. are without warranties, conditions, representations or guarantees of any kind, either expressed, implied, statutory or otherwise, including but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, title, noninfringement, or fitness for a particular purpose. Managed Technologies of NY, Inc. does not warrant the operation of its offerings will be uninterrupted or error free. The Cold Spring Police Department bears the entire risk as to the results, quality and performance of the service should the service prove defective. No oral or written information or advice given by a Managed Technologies of NY, Inc. authorized representative shall create a warranty. This Disclaimer of Warranty and Liability constitutes an essential part of The Project Agreement.
  2. Limitation of Liability: To the maximum extent permitted by applicable law in no event and under no legal theory shall Managed Technologies of NY, Inc. nor their agents, representatives or employees or any other person who has been involved in the creation, production or delivery of the services provided by Managed Technologies of NY, Inc. be liable to you or to any other person or entity in excess of the compensation actually paid to Managed Technologies of NY, Inc. pursuant to the Project Agreement with the Cold Spring Police Department for any general, direct, special, incidental, consequential, or other damages of any character arising out of the Project Agreement or the use of or inability to use the service, including but not limited to, personal injury, loss of data, loss of profits, loss of assignments, loss of goodwill, business interruption from the service being rendered inaccurate or the failure of the service to operate or any and all other damages and losses of whatever nature.
  3. Remedies for Disputes or Breaches: The parties' rights, liabilities, responsibilities and remedies for any dispute or alleged breach of the terms, covenants, provisions and conditions of the

Project Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those set forth in this Project Agreement.

4. Indemnification and Hold Harmless: The Cold Spring Police Department agrees to indemnify and hold harmless Managed Technologies of NY, Inc., their agents, representatives or employees, from and any and all claims, causes of actions or suits with respect to the Project Agreement with the Cold Spring Police Department, for any general, direct, special, incidental, consequential, or of any other damages of any character, including but not limited to, personal injury, loss of data, loss of profits, loss of assignments, loss of goodwill or business interruption.
5. Arbitration: Any controversy, claim cause of action or dispute arising out of or relating to this Project Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its arbitration rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
6. Choice of Law: This Project Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of New York.
7. Force Majeure: A party shall not be liable for nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) for the period that such failure or delay is due to causes beyond its control, including but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of the party, provided that the party relying upon this provision gives prompt written notice thereof and takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either party may immediately terminate this Project Agreement upon written notice.
8. Modification: This Project Agreement contains the sole and entire agreement and understanding of the parties hereto with respect to the entire subject matter hereof. All prior discussions, negotiations, commitments and understandings relating thereto are incorporated and merged herein. This Project Agreement cannot be changed or terminated orally.
9. Severability: In the event that any one or more of the terms, covenants, conditions or provisions of this Project Agreement or any application thereof shall be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms, conditions, covenants and provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

# The Summary

## **The Objective:**

The Cold Spring Police Department is in need of a technology consultant to maintain the computer and network system of the municipality. If the current technology system in place is not actively maintained and monitored, the information that is critical for the municipality to run is at risk of not being available when needed in the event of a catastrophic failure and being accessed by others.

## **The Goals:**

To help ensure the I.T. system being utilized to run the day-to-day functions of a local municipality, the Cold Spring Police Department requires the professional assistance and consultation of Managed Technologies of NY, Inc. and our partners to answer these issues while offering the highest level of workmanship in the most cost effective and efficient way possible.

The goals of Managed Technologies of NY, Inc. are to:

- Provide professional and high-quality technology consultation services.
- Ensure computers and backups to be working 24/7 with minimal downtime.
- Ensure that virus and spyware protection is always up to date.
- Ensure that the Operating System is up to date with bug and security fixes.

## **The Solution:**

Managed Technologies of NY, Inc. specializes in full technology consulting for small businesses and municipalities such as the Cold Spring Police Department. Managed Technologies of NY, Inc. and all partners we work with are specialists in the technology and networking field with an extensive knowledge base and support system. Managed Technologies of NY, Inc. president Anthony Adamo is a certified I.T. Technician and Managed Technologies of NY, Inc. is an insured company.



# Project Management

## Contact Information:

As the president of the company and lead technician, my contact information is listed below. If you have any questions, comments or concerns please contact me by text, mail, telephone or email. I can also discuss other services that are available to you upon request.



Managed Technologies of NY, Inc.  
Anthony Adamo  
1283 Route 311, Suite C105  
Patterson, NY 12563  
Phone: (845) 363 8394  
E-Mail: [aadamo@managedtechpc.com](mailto:aadamo@managedtechpc.com)

Signature of provider

Signature of customer representative

Print: Anthony Adamo

Print: \_\_\_\_\_

Date: 5/3/2022

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

Above signatures certify that Managed Technologies of NY, Inc. and the Cold Spring Police Department are in agreement that the following are true:

1. Both parties agree to Terms of Service section
2. Managed Technologies of NY, Inc. will provide the hardware and services explained in the proposal in totality in a professional and efficient workmanship like manner.
3. Managed Technologies of NY, Inc. will in writing explain purchases and wait for authorization in writing to purchase additional hardware and/or software when required outside of this project.
4. The Cold Spring Police Department will pay the costs associated with this proposal as described in the Terms of Service bullets 1 and 8.

I would like to personally thank you for the opportunity and assure your organization that you will not be disappointed.

Located at  
1100 Route 52, Suite 201  
Carmel, NY 10512



Managed Technologies of NY Inc  
*Your partner in Computing, Networking, and Security.*

845.363.8394  
ManagedTechPC.com  
info@managedtechpc.com

### **CCTV Service Agreement**

Service Provider: Managed Technologies of NY, Inc.

Client: Village of Cold Spring

Client will be referred to as "owning party" for the remainder of this contractual document.

This is a service agreement contract between Managed Technologies of NY, Inc. and the owning party of the CCTV camera system. The following below listed items are services provided and terms to be adhered to by Managed Technologies of NY, Inc. and the owning party.

#### **Provided Service and Terms:**

- 1) Managed Technologies will provide the following Service Level Agreement:
  - a) Normal hourly rates are \$85.00 per hour with a minimum 1 hour per incident
    - i) On-site destination fee is \$40.00 and is added to the minimum for on-site appointments.
  - b) Although we provide 24/7 support, normal working hours are as follows:
    - i) With the exception of Holidays, Monday thru Friday from 7:01 AM to 7:00 PM
  - c) A non-emergency service support call will have a 48-hour initial response time and possibly further scheduling and appointments to resolve the issue.
  - d) An emergency service support call will have a 1-hour initial response time followed by up to a 6-hour on-site response with a technician if required.
    - i) On-site requirement is determined by Managed Technologies of NY, Inc. staff.
  - e) The initial response may be by phone call or email.
  - f) Additional time may be required to resolve the reported issue.
  - g) Emergency Fees:
    - i) During the above listed normal hours, the normal hourly rate and minimums are charged
    - ii) Outside of the above listed normal hours and/or on Holidays, the emergency fee is \$195.00 plus a \$85.00 destination fee if on-site service is requested.
      - (1) On site requirement is determined by Managed Technologies of NY, Inc. staff
- 2) Managed Technologies of NY, Inc. will provide up to 15 on site visits per year with a maximum of 2 hours per visit at no cost to the owning party for the maintenance and service contract.
  - a) These visits will include any on-site services listed in this contract below (semi-annual visit, internet resets, video download and delivery, training, minor system adjustments) in addition to any other requests where on-site service is requested
  - b) For any on-site visit, access to the areas required for technicians to conduct work on the system must be provided and available to our technicians for the pre-determined and scheduled visit – If access is not provided and work cannot be completed this will still count against on the 15 visits

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- c) For visits that extend the 2-hour period, the additional time is billed at the normal rates
  - d) Each reported incident requiring an on-site visit counts as one visit
  - e) Any additional on-site visits after the 15<sup>th</sup> visit will be billed at normal rates
  - f) For locations where equipment is unreachable by use of a standard 24-foot extension ladder and additional lift equipment is required, the cost for this equipment will be billed at normal rates plus mileage plus the cost of the equipment.
- 3) Managed Technologies of NY, Inc. will provide:
- a) Semi-annual on-site visual inspection of each camera, the outer lens, the junction box, NVR, monitor, switches, wireless connection bridges, cleaning of camera lenses, firmware updates for switches/wireless connection bridges/NVR/cameras, wire terminations where the equipment can be reached utilizing a standard 24 ft extension ladder.
    - i) These semi-annual visits will be counted against the 15 visits per year.
  - b) Weekly remote check to ensure cameras are showing video image and recording to NVR based on system generated email alerts. (internet connectivity dependent)
  - c) Weekly remote check to ensure NVR is recording based on system generated email alerts. (internet connectivity dependent)
  - d) Weekly remote check to ensure HDD status is good in the NVR based on system generated email alerts. (internet connectivity dependent)
  - e) Weekly remote check to see the earliest recording available based on system generated email alerts. (internet connectivity dependent)
  - f) 24/7 remote monitoring to ensure system uptime based on system generated email alerts. (internet connectivity dependent)
  - g) Training of employees on the utilization of the system on a yearly basis to include how to review video (on site and remote), how do download video (on site and remote)
    - i) This training will count against the 15 visits per year
  - h) Video download requests can and will be handled by Managed Technologies of NY, Inc. staff when requested by an authorized party.
    - i) The owning party is the ultimate owner of the system, its data and any video footage captured by the security system.
    - ii) The owning party will designate 2 individuals that are authorized to contact Managed Technologies of NY, Inc. to request video downloads.
- (1) First authorized representative:           Jeff Vidakovich
- (2) Second authorized representative:           Larry Burke
- iii) Video footage within the CCTV system and any downloaded video is the property of the owning party and as such, video downloads provided by Managed Technologies of NY, Inc. will only be delivered to the owning party.

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- iv) It is the responsibility of the owning party to provide the downloaded video footage to the requesting party.
- v) It is preferred that Managed Technologies of NY, Inc. staff NOT review video footage but we understand this is not always the case. To avoid any additional fees from Managed Technologies of NY, Inc. staff from reviewing video and/or having to attend court proceedings:
  - (1) Video download requests should be accompanied with a specific date and time range to be downloaded to avoid Managed Technologies of NY, Inc. staff from having to review the video.
  - (2) If it is requested that Managed Technologies of NY, Inc. staff review the video footage and this leads to a technician having to speak to investigators whether law enforcement or private, or attend court proceedings or testify in court proceedings, this is not covered under this maintenance contract and will be billed at the normal rates plus mileage plus any additional costs incurred.
- vi) Delivery may be provided via internet download from Managed Technologies of NY, Inc. servers or hard copy delivered and is at the discretion of Managed Technologies of NY, Inc. which method is used and may change on a case by case basis.
  - (1) Any delivery or delivery attempt of hard-copy video downloads provided by Managed Technologies of NY, Inc. to the owning party will count against one of the 15 visits per year.
- 4) Managed Technologies of NY, Inc. and the owning party agree to enter into a service agreement which shall continue from year to year unless terminated by written notice on behalf of either party to this agreement.
  - a) This agreement will commence on: 6/1/22
  - b) Effective 6/1/18, the first-full-year service contract will cost 20% of the initial cost of the system to the end user.
    - i) Cost of CCTV system including all required hardware, parts and labor provided by Managed Technologies of NY, Inc.: \$11,452.29 (Initial camera install plus 2 remote sites)
    - ii) First Year Contract price (20% of bullet 4.c.i.): \$2,290.46
  - c) Subsequent fees will increase 7% yearly to cover rising costs and servicing of aging equipment.
    - i) Second (2019-2020) Contract Price (7% increase from 4.b.ii): \$2,450.80
    - ii) Third (2020-2021) Contract Price is not being increased as a thanks for continued service with us. Price will remain the same as bullet 4)c)i.
    - iii) Fourth (Current Year) Contract Price is not being increased as a thanks for continued service with us. Price will remain the same as bullet 4)c)i.
  - d) Contract charges are not refundable under any circumstances.
- 5) Service contract is to be billed yearly in advanced and payment is due within 30 calendar days of the invoice date. Failure to provide payment within this time frame and non-payment shall

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automatically terminate this agreement without further notice and all services provided and listed within this contract will be suspended.

- 6) The wiring, conduit housing the wire, any junctions within that conduit including connection to camera junction box were completed by a third-party vendor and will not be covered under this contract.
- 7) Any equipment that is out of vendor warranty period or not covered by vendor warranty for any reason will be covered and replaced under this maintenance and service contract with the exception of:
  - a) Any equipment that has at any point in time since delivery on 2/25/18 had a history of water damage, vandalism, electric shock, exposure to electric surge, or an Act of God and that is not connected to a UPS will not be covered under this maintenance and service contract and repairs billed at normal rates.
  - b) Any abuse of the system by an Act of God or any party will not be covered by maintenance and this includes but is not limited to:
    - i) Vandalism, Destruction, Modification, Any un-authorized adjustment to the system
- 4) If any third-party tampers with the system in any way, that portion of the system will no longer be covered by this maintenance contract.
- 5) Internet connectivity to the system is not the responsibility of Managed Technologies of NY, Inc. and outages or reset requests will be counted against the 15 visits per year.
  - a) Weekly checks/monitoring will not be conducted where internet is not present
- 6) The customer will inform Managed Technologies of NY, Inc. in advance if there will be any change of broadband supplier or significant works taking place that will or may affect the installation.
- 7) The owning party is the ultimate owner of the video footage and data within the installed CCTV system.
- 8) Managed Technologies of NY, Inc. is not to be held liable or be responsible for any data or lack of data and/or video footage or lack of video footage obtained, stored, retrieved from the system.
- 9) Video storage time is based on motion will change without notice based on motion sensors within the system.
- 10) Managed Technologies of NY, Inc. is not to be held liable for video footage not present on the system.
- 11) Managed Technologies of NY, Inc. is the only party authorized by the owning party to have and retain administrative privileges to the system to make owning party authorized changes.
- 12) Additional terms required by our insurance company:
  - a) Disclaimer of Warranty and Liability: To the maximum extent permitted by applicable law all services provided by Managed Technologies of NY, Inc. are without warranties, conditions, representations or guarantees of any kind, either expressed, implied, statutory or otherwise, including but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, title, noninfringement, or fitness for a particular purpose. Managed Technologies of NY, Inc. does not warrant the operation of its offerings

Located at  
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Carmel, NY 10512



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will be uninterrupted or error free. The Owning party bears the entire risk as to the results, quality and performance of the service should the service prove defective. No oral or written information or advice given by a Managed Technologies of NY, Inc. authorized representative shall create a warranty. This Disclaimer of Warranty and Liability constitutes an essential part of The Project Agreement.

- b) Limitation of Liability: To the maximum extent permitted by applicable law in no event and under no legal theory shall Managed Technologies of NY, Inc. nor their agents, representatives or employees or any other person who has been involved in the creation, production or delivery of the services provided by Managed Technologies of NY, Inc. be liable to you or to any other person or entity in excess of the compensation actually paid to Managed Technologies of NY, Inc. pursuant to the Project Agreement with the Owning party for any general, direct, special, incidental, consequential, or other damages of any character arising out of the Project Agreement or the use of or inability to use the service, including but not limited to, personal injury, loss of data, loss of profits, loss of assignments, loss of goodwill, business interruption from the service being rendered inaccurate or the failure of the service to operate or any and all other damages and losses of whatever nature.
- c) Remedies for Disputes or Breaches: The parties' rights, liabilities, responsibilities and remedies for any dispute or alleged breach of the terms, covenants, provisions and conditions of the Project Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those set forth in this Project Agreement.
- d) Indemnification and Hold Harmless: The Owning party agrees to indemnify and hold harmless Managed Technologies of NY, Inc., their agents, representatives or employees, from and any and all claims, causes of actions or suits with respect to the Project Agreement with the Owning party, for any general, direct, special, incidental, consequential, or of any other damages of any character, including but not limited to, personal injury, loss of data, loss of profits, loss of assignments, loss of goodwill or business interruption.
- e) Arbitration: Any controversy, claim cause of action or dispute arising out of or relating to this Project Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its arbitration rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- f) Choice of Law: This Project Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of New York.
- g) Force Majeure: A party shall not be liable for nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) for the period that such failure or delay is due to causes beyond its control, including but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of the party, provided that the party relying upon this provision gives prompt written notice thereof and takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either party may immediately terminate this Project Agreement upon written notice.
- h) Modification: This Project Agreement contains the sole and entire agreement and understanding of the parties hereto with respect to the entire subject matter hereof. All prior discussions, negotiations,

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commitments and understandings relating thereto are incorporated and merged herein. This Project Agreement cannot be changed or terminated orally.

- i) Severability: In the event that any one or more of the terms, covenants, conditions or provisions of this Project Agreement or any application thereof shall be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms, conditions, covenants and provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Signature of Service Provider Representative

Print: Anthony Adamo

Date: 5/3/2022

Signature of owning party representative

\_\_\_\_\_

Print: \_\_\_\_\_

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

Above signatures certify that Managed Technologies of NY, Inc. and the owning party are in agreement to all services and terms listed within this contract.