



# VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

TEL: (845) 265-3611

FAX: (845) 265-1002

WEB: WWW.COLDSRINGNY.GOV

KATHLEEN E. FOLEY, MAYOR  
TWEEPS PHILLIPS WOODS, DEPUTY MAYOR  
LAURA BOZZI, TRUSTEE  
CATHRYN FADDE, TRUSTEE  
ELIZA STARBUCK, TRUSTEE

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

**Board of Trustees - Monthly Meeting**  
**Village Hall, 85 Main Street**  
**Wednesday, August 9, 2023 @ 7:00 PM**

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

1. Pledge of Allegiance
2. Roll call
3. Opportunity to request vote to Add/Modify Agenda
4. Announcements
5. Public Hearing for Amending Chapter 130 (Water) and Adding Chapter 86 (Procurement)
6. Reports from Village Departments
  - a. Accountant
  - b. Roadways & Facilities
  - c. Water & Wastewater
    - i. Approve Renewal of Hach Agreement
  - d. Code Enforcement
  - e. Police Department
  - f. Fire Company
  - g. Justice Court
7. Reports from the Standing Boards & Committees
  - a. Historic District Review Board
  - b. Planning Board
  - c. Zoning Board of Appeals
  - d. Tree Advisory Board
  - e. Recreation Commission
8. Updates/News from Municipal and Government Partners
  - a. Town of Philipstown

- b. County Legislator
- 9. Report of the Mayor and Board of Trustees
- 10. Resolution 27-2023 Classifying Action as Type II
- 11. Resolution 28-2023 Adopting Local Law 4-2023
- 12. Resolution 29-2023 Adopting Local Law 5-2023
- 13. Board Business
  - a. Request for Church Street Block Party (new date)
  - b. Request for a Plaque on Bench in front of 114 Main Street
  - c. Discussion of HHFT Data Review Committee Candidates
  - d. Authorize Mayor to Sign IMA with Philipstown for Fuel Provision
  - e. Community Day Update
  - f. Appointment of Debra Petrosky as Deputy Registrar
- 14. Resolution 30-2023 Approving Renewal of General Liability Insurance
- 15. Approval of Bills – Batch #: 6999                      Amount:\$135,638.19
- 16. Public Comment
- 17. Adjournment

Members of the public are invited to attend the meeting in-person at Village Hall (85 Main Street) or via Videoconference pursuant to Chapter 56 of the Laws of 2022. 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



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**Financial Highlights – Aug 9, 2023**

- AUD extension has been granted to Sept 30, 2023
- EFPR Audit will be on site the week of Sept 18<sup>th</sup>
- All second quarter tax forms have been filed
- FEMA has declared a disaster for damages caused by the Rain Events of July 9<sup>th</sup> and 10<sup>th</sup>
  - The paperwork to show the Village's intent to request for reimbursement has been completed and will be submitted by Aug 15<sup>th</sup>
  - The process for completing forms the work that was done and estimated for the work to be done will occur sometime after Aug 22
    - Once FEMA & NY DHESE assign the Village representatives, we will have 60 days to submit numbers
  - It is a time-consuming process, but one that can provide a 75% reimbursement for eligible expenses at this time (sometimes the rate can increase)
  - There is also any opportunity for Hazard Mitigation funding which would allow damaged areas to be not only repaired to existing conditions, but improved in an effort to prevent the damages in the future
    - There may be a competitive grant for mitigation for areas unaffected, but this small program is open to anyone, including those outside the disaster counties.
- For Overall Revenues & Expenses, no unexpected changes occurred in July that would largely impact revenues or expenses. Next monthly report will include quarterly financial statements.

*M. Ascolillo 08/03/2023*



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ROBERT DOWNEY, HIGHWAY DEPARTMENT CREW CHIEF  
CHARLOTTE MOUNTAIN, CODE ENFORCEMENT OFFICER

## Village of Cold Spring Highway Department July Monthly Report

For the month of July, we cleaned VCB (19X), Dockside (8X), Riverfront (3X), Subway (2X), Basins (5X), MPP (3X), removed graffiti from the Bandstand (1X), and filled potholes around the Village (3X). We had Roy of KMI Plumbing onsite at VCB to repair toilet flushing issues, and to investigate flushing issues at MPP. We installed a new section of effluent hose on the pump in the subway. We trimmed low hanging limbs around the Village on (3) separate occasions. We assisted the PD with help closing streets for the structure fire, and installed a new A/C in their office. We assisted WWTP with trying to unload chemical barrels from their delivery truck that was broken, removing a tree that came down on their property, and picking up a pump for the MPP sewage pit. We ordered & picked up (20) No Parking This Side signs, and (5) gallons of red paint for the Fire Department parking spaces. At Village Hall we assembled (3) chairs, moved contents of one office to another, filled all the holes in the new office with compound, and then painted the new office. We got caught up on all our grass cutting, had the wastewater sewage collection pit at MPP pumped out, eradicated (2) bee's nests in sidewalks (one was done by Buggsie's Pest Management), and assembled & installed a "Free Little Library" book depository at the riverfront.

For the fleet we repaired the hopper on the street sweeper attachment by cutting out the rotted/broken section of floor, and welded new steel in it's place. We also replaced (3) damaged hydraulic lines, installed a new cutting edge, and installed a new main broom also on our Bobcat sweeper attachment.

During the month we received (4) heavy rain events that caused flash flooding, and extensive erosion damage throughout the Village. Damage caused by the storms, and our remediation of these events are as follows:

- We had over 200' of curbing & sidewalk that was washed out or undermined throughout the Village. We replaced washed out areas with Item #4, and tamped into place to regain structural integrity. One area that had a large sinkhole was 76 Main St. in front of Le Bouchon. The catch basin on the corner of that address was compromised due to the heavy flow of storm water, and undermined around the telephone pole & pavers. We removed all the silt from within the basin, repaired the damaged wall of the basin, removed the pavers around the pole, filled & tamped the sinkhole with Item #4, and relaid the pavers.
- We had the Underpass flood out (4) times from storm water entering from the street, and through the ceiling. MTA was thankfully onsite (3) of those times to pump the Underpass out. After that we washed all the mud & silt out (4) times, paying careful attention to the new mural created by Mary Mechalakos who lost supplies twice during the flooding. We had to remove the plastic light covers in

the Underpass due to damage from the floods, replace the light bulbs, and have Burke Electric install a new outlet in the Underpass pump room which we also lost to the flooding.

- We had full/partial trees come down at Railroad Ave., (2) Kemble Ave., lower Main St., McConville Park, Northern Ave., Wall St., Marion, and in the brook between Garden St. & Church St. We cut up & removed all these tree issues which caused us to haul (40) yards of debris to Westhook Sand & Gravel for disposal.
- With the biblical proportioned flash flooding, we had extensive silt deposits throughout the Village. With our sweeper we swept Garden St., parts of Main St., Market St., Furnace St., Northern Ave., New St., The Boulevard, Kemble Ave., Fire Department Pad, Wall St., Parrott St., Parsonage St., Maple Terr., Cedar St., Fishkill Ave., the Municipal Lot, Mountain Ave., Locust Ridge, and Fair St. Most of these we did multiple times. We also had many areas where we had to spot clean heavy silt bars, as well.
- Fair St., in front of Mayor's Park, saw extensive washout from the hillside to the East, and had the 3' drain pipe collapse due to the excessive rain. The flooding also caused the single gated entrance near the dugouts to wash out (3) times, while a vast amount of the clay from the infield was washed out into the outfield. For the hillside washing out we had to use heavy equipment & our sweeper to clear the street (4) times. We filled the single gated entrance near the dugouts with Item # 4 (3) times, and received some much-welcomed assistance from the Haldane School Grounds Crew to retrieve as much of the clay as we could. As for the collapsed drain pipe we are currently working Putnam County Highway Dept., Hahn Engineering, Central Hudson, VCS Water & Wastewater Depts., and Burke Electric to remedy this ongoing issue.
- We had an electrical issue at the Roadways & Facilities garage where we lost power sporadically to certain areas of the garage. With the help of Burke Electric, and Central Hudson we were able to fix this problem.
- During the month we hauled in (30) yards of Item #4 for the eroded areas, (40) yards of sand which we used to fill over 700 sandbags which we deployed around the Village & gave the residents the opportunity to fill their own bags as well, and (15) yards of topsoil that we will be using to repair all of the grass areas that were washed out.
- Throughout the storms we received amazing help from the Cold Spring Fire Dept. Philipstown Highway Dept. for securing & delivering to us a 6" tow behind deluge pump. Kerrie Pratt & the rest of Central Hudson for being there to assist us at any moment's notice. Hahn Engineering for braving the elements to conduct a walkthrough of all the areas that are prone to flooding to develop a short & long term solution to this recurring problem. The Putnam County Highway Dept. for delivering a 4" tow behind deluge pump to us, coming to our aid with experience & advice with our larger issues, and offering any equipment or staffing that we could possibly need. Last, but not least, the Village residents with their patience & steadfast resolve.

Thank you, folks,

Robert Downey

Roadways & Facilities Crew Chief



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## Water & Wastewater Departments Monthly Report

July 2023

### Water:


<b>2022 Reservoir Status:</b>	82.52% Capacity	<b>Reservoir Status:</b>	95.19% Capacity
<b>2022 Flow to System:</b>	8.88MG / 287k/day	<b>Flow to System:</b>	8.72MG / 281k/day
<b>Monthly Rainfall:</b>	17.86"	<b>Percent Change:</b>	1.83% Decrease

- **Bacteria Lab Tests:** All routine sampling were found in good standing.
- **Aqueduct Connection:** New connection tested on Thursday 8/3 and were able to deliver water up to Foundry Brook Reservoir. Awaiting DoH approval before moving forward with additional work and flow measurement.
- **Dams:** Tectonic formulating response to DEC, timeline / schedule of needed repairs to the dams at the Upper & Lower Cold Spring and Foundry Brook Reservoirs.
- **Water Leak:** Leaking residential water service line replaced on Fair St. the week of 7/26.
- **LED Lighting Upgrade:** All existing lighting was replaced with LED Bulbs throughout the main floor and the exterior of the Filtration Building on 8/1.
- **Hach Analytic Equipment Service Agreement:** Current Service Agreement to expire at the end of August, Board approval needed to renew the service agreement for another year.
- **Hydrant Flushing:** District Hydrant Flushing scheduled for the week of Aug. 28<sup>th</sup> through Sept. 1<sup>st</sup>.

### Wastewater:

<b>Total Inflow to Plant:</b>	12.196 MG / 393k/day	<b>Liquid Sludge Hauled Offsite:</b>	24,000 Gallons
<b>Biochemical Oxygen Demand:</b>	95.90% Removal	<b>Total Suspended Solids:</b>	98.17% Removal

- **Rain Events:** Non-Compliance Report for the 5 days flow(s) exceeded the max. design flow of the facility of 0.500 MGD for the month of July.
- **Auger:** Taken offline on 7/22 due to excessive noise during operations, found brush along the auger broken in some sections / needs to be replaced.
- **Fence Line / Chlorine Contact Tank Railing:** Damaged during the high winds the evening of 7/27 when a large sumac tree was blown over the facilities western perimeter fencing and railing around the Chlorine Contact Tank.
- **Hach Analytic Equipment Service Agreement:** Current Service Agreement to expire at the end of August, Board approval needed to renew the service agreement for another year.
- **Sludge Hauling:** Sludge hauling RFP posted, positive response from vendors so far.

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 5 Partnership Number : HACH1089065
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>




Partnership Number : HACH1089065      Version : 0.30      Quotation Date : 02-AUG-23  
Expiration Date : 27-OCT-23

**Hach Company Contact :** Donlon, Kathryn      **Service Partnership Phone :**      **Service Partnership Email :** katie.donton@hach.com  
**Customer Ref :** RENEWAL QUOTE      **Customer Contact :** KROOG, MATT  
**Customer Phone :**      **Customer Fax :**      **Customer Email :** vcswater@coldspringny.gov

**Bill-To Account # 011587      Ship-To Account # 011587**

Customer Name	VILLAGE OF COLD SPRING	Customer Name	VILLAGE OF COLD SPRING	<b>Payment Terms:</b>	Net 30
Address4	WATER & SEWER DEPT	Address4		<b>Billing Method:</b>	Annual-Invoices on START Date
Address1	85 MAIN ST	Address1	201 FISHKILL RD	<b>Currency:</b>	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	COLD SPRING-NY-10516-2837	City,State,Postalcode	COLD SPRING-NY-10516		
Province/Country	US	Province/Country	US		


Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	BSPPLUSDR900	01-SEP-23	31-AUG-24	BenchPlus-DR900 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	343.00
1.1	9385100			DR 900 COLORIMETER, HACH ; 191290001001	
2	BSPPLUS2100Q	01-SEP-23	31-AUG-24	BenchPlus-2100Q The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support	497.00

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calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.

2.1	2100Q01			2100Q PORTABLE TURBIDIMETER ; 13050C025671	
3	FSP1720E	01-SEP-23	31-AUG-24	Fld Svc-4V 1720E Turb Sensor Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	4,000.00
3.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071100065969	
3.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071100065970	
3.3	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071100065957	
3.4	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 071100065959	
4	PMP-SC100-1V	01-SEP-23	31-AUG-24	PMP-SC100-1V (FRV 1)	594.00
4.1	LXV401.52.00002			oo SC100, Hach ; 07100C1021	
4.2	LXV401.52.00002			oo SC100, Hach ; 07030C0252	
4.3	LXV401.52.00002			oo SC100, Hach ; 01700C1006	
5	PMP-GLPHORP-1V	01-SEP-23	31-AUG-24	PMP-GLI pH ORP PROBE-1V (FRV 1)	676.00
5.1	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1405446172	
5.2	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 190244621	
6	FSPCL17	01-SEP-23	31-AUG-24	aa Fld Svc-2V CL17 (current version) For CL17 p/n 5440000 only. Field	1,495.00



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Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates.

6.1	5440000				oo CL17 FINAL ASSEMBLY W/KITS ; 190730024725	
7	PMP-LDOLAB-1V	01-SEP-23	31-AUG-24		PMP, LDO/LBOD Probe for HQd, 1V (FRV1):01-SEP-23:31-AUG-24 Preventative Maintenance Partnership provides one annual maintenance/calibration visit, including replacement sensor cap, labor, and travel. Factory recommended number of visits per year is one. This offering is available for standard and rugged IntelliCAL LDO probes and LBOD probes used with HQd series meters.	273.00
7.1	8505100				oo RUGGED DO FIELD KIT, HQ30D/LDO10105 ; 170300011914	

Sub Total : 7,878.00  
Tax: 0.00  
Total : 7,878.00

**Partnership Notes :**


All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : VILLAGE OF COLD SPRING

Customer P.O. Number : \_\_\_\_\_

Customer Reference Number : \_\_\_\_\_

**TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES**

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specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

**1. APPLICABLE TERMS & CONDITIONS:**

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

**2. CANCELLATION:**

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

**3. DELIVERY:**

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

**4. INSPECTION:**

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

**5. PRICES & ORDER SIZES:**

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

**6. PAYMENTS:**

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-12% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from settling off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

**7. LIMITED WARRANTY:**

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

**8. INDEMNIFICATION:**

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

**9. PATENT PROTECTION:**


Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

**10. TRADEMARKS AND OTHER LABELS:**

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

**11. SOFTWARE:**

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 5 of 5 Partnership Number : HACH1089065
	<b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	<b>WebSite:</b> <a href="http://www.hach.com">www.hach.com</a>

**12. PROPRIETARY INFORMATION; PRIVACY:**

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

**13. CHANGES AND ADDITIONAL CHARGES:**

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

**14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:**

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

**15. LIMITATIONS ON USE:**

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

**16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:**

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaher.com](http://www.danaher.com) for a copy of the SOC and for access to our Helpline portal.

**17. FORCE MAJEURE:**

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God, quarantines, labor strikes or lockouts, riots, strike, insurrections, civil disobedience or acts of criminals or terrorists; war, material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

**18. NON ASSIGNMENT AND WAIVER:**

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

**19. LIMITATION OF LIABILITY:**

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

**20. APPLICABLE LAW AND DISPUTE RESOLUTION:**

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

**21. ENTIRE AGREEMENT & MODIFICATION:**

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



# VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

TEL: (845) 265-3611

FAX: (845) 265-1002

WEB: WWW.COLDSRINGNY.GOV

## Building Department Monthly Report July 2023

### Activity

New Building Permit Applications Received:	5
Building Permits Issued:	6
Operating Permits Issued	1
Dumpster Permits Issued	3
CO's Issued	2
Record Searches Completed	0
Complaints Received:	1

### Referrals Generated

HDRB:	0
ZBA:	1
Planning:	0

### Fees

	<u>July 2023</u>	<u>FY 2023-24</u>
Application and Permit Fees Collected	\$ 1,601.60	\$ 2,698.55
Record Search Fees Collected	\$ 0.00	\$ 75.00
<b>Total Collected:</b>	<b>\$ 1,601.60</b>	<b>\$ 2,773.25</b>

Of Note:



# Village of Cold Spring Police Department

## Monthly Report:

Jul-23

### 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	1	Abandoned vehicle	
Aggravated harassment		Aided case	5
All other	9	Animal bite	1
Animal acting rabid		Assist fire department	9
Animal complaint other	2	Attempt to locate person	
Animal struck by motor vehicle		Buglary attempt	
Assist citizen	7	Car blocking	
Assault		Civil matter	
Burglary		Criminal mischief	1
Burglary in progress		Disabled vehicles	
Child abuse		DMV suspensions/revocations	
Criminal impersonation		Domestic dispute	1
Custodial interference		Drug complaint	
Disorderly conduct/Disturbance		Drug sale	
Dog complaint		Extortion	
Driving while intoxicated		Family offense	
Drug possession		Fire Alarm	5
False Alarm (any type)	5	Gun shots	
Family court summons		Harassment	1
Fireworks		Health & Safety hazard	
Fraud		Illegally parked vehicle	
Funeral escort		Insufficient funds-Checks	
Hazardous material/spill leak		Lockout - vehicle	
Hit & Run		Mental health incident	1
Impounded vehicles		Missing person	
Larceny		Navigation accident	
Leaving scene of accident		Neighborhood Dispute	2
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	5
Noise complaint		PIAA	
Obscenity/pornography		Property lost	2
Open door		Property stolen	
Other accident		Reckless driving	
Personal injury		Unwanted Party	
Private property		Robbery-in progress	
Property found	2	Shoplifting	1
Property recovered		Speeding vehicle	
Public property		Suspicious person	3
Robbery		Theft of services	
Repossession of vehicle		Trespass	
Robbery - other		Unauthorized use of a vehicle	
Simple assault		V&T complaint	
Suicide attempt			
Suspicious vehicle	2		
Transports			
Unattended death			
Welfare Check	2	<b>Total number of calls for service:</b>	71
Wires down	2	Total Number Year to Date	416



## Village of Cold Spring Police





# **Cold Spring Fire Company No.1**

154 Main Street  
Cold Spring, NY 10516

## **Chiefs Report For July**

3 Carbon monoxide

8 AFA's

10 Elevator Rescues

2 River incidents

3 Mt Incidents

3 EMS Assist

**1 Confirmed Structure Fire**

1 Odor of smoke

**28 Storm Related Incidents**

5 Mutual Aid to NHFD for AFA

3 Mutual Aid to NHFD for MVA

1 Mutual Aid to CVFD for our ATV

1 Mutual Aid to CVFD for a stand by

1 Mutual Aid to Dutchess Junction For Traffic Control

**70 Calls for the month of July**

**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

**JULY 2023 MONTHLY REPORT**

Fines, Forfeited Bails & Civil Penalties	\$ 3,765.00
Parking Tickets	5,545.00
Civil Fees	
Including Termination of Suspension Fees, Bail Poundage, Certificate of Disposition, Filing Fees, Small Claims, Transcripts of Judgment and Returned Check Fees	15.00
Mandatory State Surcharges	<u>1,187.00</u>
TOTAL	<u>\$10,512.00</u>

A check in the above amount is submitted herewith.

Respectfully,

Dated: August 2, 2023

  
\_\_\_\_\_  
Thomas J. Costello  
Village Justice



**Cold Spring Village Court  
Summary Report of Cases Started**

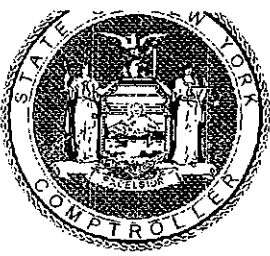
07/01/2023 to 07/31/2023

**Judge Thomas J. Costello**

All Judges

Report date: 08/01/2023

<u>STATUTE</u>	<u>COUNT</u>	<u>ADDITIONAL INFORMATION</u>	
VTL	9	Number of DWIs - 1192:	0
		Number of AUOs - 511:	0
		Number of Speeds - 1180:	2
		Number of Defendants:	8
		Total Number Charges:	9
		Average Charges/Defendant:	1.13
		Number of Small Claims:	0



OFFICE OF THE STATE COMPTROLLER  
 Thomas P. DiNapoli, Comptroller

JUSTICE COURT FUND  
 110 STATE STREET  
 ALBANY, NY 12236

Thomas Costello - Justice  
 Village of Cold Spring  
 85 Main St  
 Cold Spring, NY 10516

July 19, 2023

For your information, shown below is the "Distribution Summary" of all reports received by us from the Village Court for the month of June 2023.

Receipts

<u>Justice</u>	<u>Report Month/Seq</u>	<u>Amount</u>
Thomas Costello	June 2023/01	\$8,468.00
Camille S Linson	June 2023/01	\$0.00
Total Court Receipts		\$8,468.00

DISTRIBUTION SUMMARY<sup>1</sup>

<u>Code</u>	<u>Trans</u>	<u>State</u>	<u>County</u>	<u>Village</u>	<u>Other</u>	<u>Amount</u>
AB	10	0.00	0.00	1,825.00	0.00	1,825.00
AC	13	405.00	0.00	195.00	0.00	600.00
AD	1	0.00	0.00	5,075.00	0.00	5,075.00
CB		360.00	0.00	0.00	0.00	360.00
FF		105.00	0.00	0.00	0.00	105.00
FL		105.00	0.00	0.00	0.00	105.00
FO	1	0.00	0.00	0.00	0.00	0.00
FS		30.00	0.00	0.00	0.00	30.00
MS		368.00	0.00	0.00	0.00	368.00
TOTALS :		1,373.00	0.00	7,095.00	0.00	8,468.00

<sup>1</sup> For an explanation of distribution codes, see the Comptroller's Handbook for Town and Village Justices

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# **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**

**AUGUST 2023**

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### **CURRENT APPLICATIONS**

On June 27th, we met with representatives from Houlihan Lawrence to review signage for their new office at 49 Main Street. The application was approved.

Our July meeting was canceled due to the Independence Day holiday.

Due to a lack of quorum and new business requests, our August meeting is postponed until August 22nd.

Respectfully submitted,

Sean Conway

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

**Zoning Board of Appeals  
Cold Spring, N.Y.  
Monthly Report: July 2023**

Aug. 1, 2023

To: Mayor and Board of Trustees

From: Eric Wirth, Chair

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

Eric Wirth

# Village of Cold Spring

## Recreation Commission Report – August 2023



### **New Applications:**

- none

### **Upcoming Approved Events:**

- Bandstand - Wedding September 23, 2023 (2pm-6pm)

### **New Recreation Commission Items:**

- Plants were installed at the Patriot Garden in McConville Park. The garden was weeded, and broken limbs were collected around the park to assist the Roadways and Facilities crew. We are working with other volunteers to have mulch installed.
- A proposed butterfly garden in the Tots Park at McConville Park was approved by the Commission.
- Working with a boy scout to build small picnic tables with chess boards to be installed at the waterfront as part of an eagle scout project.
- The Friends of Philipstown 501c3 is able to be used by the Village. Donations can be earmarked for specific events or projects. We are still looking into modifying the existing 501c3 for the Tots Park to be used exclusively by the Village.
- Proposed modifications to the dog permit at Mayor's Park, which are in line with the suggestions from Dr. Benante. Awaiting Trustees approval.
- Haldane is allowing other community teams to use the field during the Spring and Fall, which requires their approval based on the Intermunicipal Agreement.
- The Recreation Commission is eliciting bids for lawn care treatment. Additional weeding and treatment needed along rocks at the waterfront.
- The Commission is discussing a comprehensive plan to document the existing conditions of Village Parks, our short-term and long-term goals, and potential avenues to secure funding. We are surveying each site at our next meetings to foster ideas and discussions.
- Discuss potential dog park at Mayor's Park. Fence quotes have been received.

### **Outstanding Recreation Commission Items:**

- Recreation Commission sponsored community events are being scheduled, such as volleyball, yoga, softball, soccer, cornhole, etc. based on survey results. Liability waivers will be signed, which have been approved by the Village insurer and attorney.
- Ongoing discussions with the Philipstown Little League regarding use and rehab of the softball field at Mayors Park.
- Met with Mayor on proposed changes to the Village code aligning with current responsibilities and incorporating Event Coordinator's role. Proposed revisions provided for review.
- Existing signage at Mayor's Park is being revised to consolidate and clarify access and restrictions. Awaiting sign installation.
- Proposed changes to event applications were made based on the Event Coordinator's and Mayor's feedback.
- 2023-24 Recreation Commission draft budget submitted to Village Accountant.
- Dock lights have been donated and are in the process of being ordered.

## August 2023, Village of Cold Spring Report

- Hub introduced interim Executive Dir Chris Owens.
- Resolution introducing a Local Law to Adopt a A Community Preservation Plan.
- Resolution approving Memorandum of understanding with Metro North commuter Railroad Co. regarding crossing improvements at Manitou Station Road.
- Resolution approving Memorandum of agreement with Putnam County regarding use of the Town's Highway dept garage property for an Emergency Communications Tower
- Resolution authorizing the Supervisor to sign the Intermunicipal agreement with the Village of Cold Spring for fuel provision for Village Vehicles and equipment.
- Resolution for contract with a new cleaning service. Wa. Cleaning solutions.
- We have an opening on the Rec commission and Zoning Board of Appeals.
- E-waste we no longer charging for this service, you can bring up E-Waste at no charge.



# VILLAGE OF COLD SPRING

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

## Resolution #27-2023 Classifying Amendments to Chapter 130 and Adding Chapter 86 to the Village Code as Type II Actions under SEQRA

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

**WHEREAS**, the Village of Cold Spring Board of Trustees is considering adoption of amendments to Chapter 130 – Water of the Village Code and Adding Chapter 86 - Procurement to the Village Code of the Village of Cold Spring, Putnam County, New York; and

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

**WHEREAS**, each proposed amendment and/or the addition of this new chapter, is designed to update the respective chapter to comply with State Law or other identified issues related to continuing agency administration and management; and

**WHEREAS**, after comparing the thresholds contained in 6 NYCRR 617.4 and 5, the Village Board has determined that the proposed adoption of the above-cited amendments/additions is a Type II Action that meets the thresholds found in 6 NYCRR 617.5(c)(26).

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Village Board hereby declares that no further review under SEQR, of the amendments proposed to Chapter 130, nor the addition of Chapter 86 of the Village Code is required.

On roll call Vote:

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

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

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

\_\_\_\_\_  
Date



# VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

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KATHLEEN E. FOLEY, MAYOR  
LAURA BOZZI, TRUSTEE  
CATHRYN FADDE, TRUSTEE  
ELIZA STARBUCK, TRUSTEE  
TWEEPS PHILLIPS WOODS, TRUSTEE

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

## Resolution # 28-2023 Adopting Local Law 04 of 2023 Adding Chapter 86 – Procurement

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

**WHEREAS**, the Village of Cold Spring Board of Trustees has caused to be prepared a draft of the local law to add Chapter 86 - Procurement of the Village Code; and

**WHEREAS**, the Village of Cold Spring Board of Trustees held a duly noticed public hearing on the draft local law beginning on August 9, 2023; and

**WHEREAS**, the Village of Cold Spring Board of Trustees has complied with the requirements of the State Environmental Quality Review Act (“SEQRA”) as it applies to the adoption of the draft local law.

**NOW, THEREFORE, BE IT RESOLVED** that Local Law No. 04 of 2023 is hereby adopted and the Village Clerk is authorized and directed to take all of the actions necessary to complete the local law adoption procedure including filing said local law with the New York State Office of the Secretary of State.

On roll call vote:

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

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

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

\_\_\_\_\_  
Date





# VILLAGE OF COLD SPRING

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LARRY BURKE, OFFICER-IN-CHARGE  
MATT KROOG, WATER SUPERINTENDENT  
ROBERT DOWNEY, HIGHWAY DEPARTMENT CREW CHIEF

## Resolution # 29-2023 Adopting Local Law 05 of 2023 Amending Chapter 130 – Water

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

**WHEREAS**, the Village of Cold Spring Board of Trustees has caused to be prepared a draft of the local law to amend Chapter 130 - Water of the Village Code; and

**WHEREAS**, the Village of Cold Spring Board of Trustees held a duly noticed public hearing on the draft local law beginning on August 9, 2023; and

**WHEREAS**, the Village of Cold Spring Board of Trustees has complied with the requirements of the State Environmental Quality Review Act (“SEQRA”) as it applies to the adoption of the draft local law.

**NOW, THEREFORE, BE IT RESOLVED** that Local Law No. 05 of 2023 is hereby adopted and the Village Clerk is authorized and directed to take all of the actions necessary to complete the local law adoption procedure including filing said local law with the New York State Office of the Secretary of State.

On roll call vote:

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

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

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

\_\_\_\_\_  
Date

INTERMUNICIPAL AGREEMENT FOR  
FUEL PROVISION FOR VILLAGE VEHICLES AND EQUIPMENT

THIS AGREEMENT, is made and entered into as of the \_\_\_ day of August 2023, by and between the TOWN OF PHILIPSTOWN, a municipal corporation of the State of New York, with offices located at Town Hall, 238 Main Street, Cold Spring, New York 10516 (hereinafter the "TOWN"), and the VILLAGE OF COLD SPRING, a municipal corporation of the State of New York with offices located at Village Hall, 85 Main Street, Cold Spring, New York 10516 (hereinafter the "VILLAGE");

W I T N E S S E T H;

WHEREAS, the TOWN's Highway Department maintains a code-compliant and modern vehicle fueling system at its TOWN Highway; and

WHEREAS, the VILLAGE's Highway Department has fueled its vehicles and equipment, along with the vehicles and equipment of the Cold Spring Police Department, Cold Spring Water and Waste Water Departments, as well as those belonging to the Cold Spring Fire Company, from tanks and equipment at the VILLAGE Highway Garage; and

WHEREAS, the VILLAGE's fueling equipment is outdated and in need of repair; and

WHEREAS, the VILLAGE desires to cease fueling its vehicles and equipment on the VILLAGE's garage site due to its proximity to the Hudson River; and

WHEREAS, the TOWN currently, and/or in the past, has provided fuel at cost to vehicles belonging to Departments of Putnam County; and

WHEREAS, the TOWN is willing to provide fuel at cost to the VILLAGE for its highway, water, waste water, police and fire vehicles and equipment.

NOW, THEREFORE, in consideration of the mutual promises and undertakings recited below, the parties hereto agree as follows:

1. The term of this Agreement shall be twelve (12) months from the date this Agreement is fully executed.
2. The TOWN shall sell fuel at its cost to the VILLAGE.
3. The VILLAGE's vehicles and equipment shall include those in service by the VILLAGE Highway Department, Water Department, Waste Water Department, Police Department, and the Cold Spring Fire Company.
4. The TOWN will assign fobs by VIN number to each of the VILLAGE's vehicles for use by VILLAGE employees and volunteer first responders. The VILLAGE is responsible for

the cost and to provide vehicle information to allow assignment of said fobs. In the event a fob cannot be assigned to a specific piece of equipment, the TOWN will allow a miscellaneous fob, per department, to allow for fueling of non-vehicular equipment, portable gas tanks, and items of the like.

5. The TOWN Highway Clerk will bill the VILLAGE monthly for fuel use based on records generated by fob tracking. Billings will be accompanied by a usage report. The VILLAGE Accountant will review the bills, prepare vouchers, and recommend payment to the Board of Trustees.
6. Any disputes of charges and/or payments will be addressed initially by the TOWN Highway Clerk and the VILLAGE Accountant.
7. The TOWN will provide 24/7 access to fuel dispensing equipment to the VILLAGE.
8. During the term hereof, each municipality shall obtain and keep in effect, at its own expense, a policy of automobile liability and general liability insurance against any claims for damages to property and/or for bodily or personal injury in an amount not less than two million dollars (\$2,000,000.00) for a single occurrence and a general aggregate of not less than four million dollars (\$4,000,000.00). The TOWN shall be a named additional insured on the VILLAGE's said insurance policy and the VILLAGE shall be a named additional insured on the TOWN's said insurance policy. Certificates of insurance evidencing such coverage shall be provided before either party shall be obligated to undertake any activity under this Agreement.
9. The VILLAGE shall retain liability with respect to its equipment and personnel, and the actions of their personnel, within the scope of this agreement, while on the TOWN's Highway Department property. The act of the VILLAGE fueling vehicles and equipment in the TOWN shall not be deemed to create liability on the part of the TOWN, which is providing the fuel service. Further, each municipality shall defend, indemnify, and hold harmless the other for any and all claims arising from their own alleged negligence or other tortious conduct on their part in providing and using the TOWN's fueling equipment.
10. This Agreement shall be effective upon execution by all parties and shall continue in full force and effect, until the termination date or until mutually amended or rescinded by the parties.
11. Either party to this Agreement may terminate it, with or without cause, upon provision of thirty (30) days written notice to the other party to be sent to the above-listed addresses via certified mail to the attention of the municipal clerk.
12. The Term of this Agreement may be extended upon mutual consent of the parties expressed in writing.

13. This Agreement constitutes the entire understanding between the parties and supersedes and replaces in all respects any and all prior contracts, agreements and/or understandings, whether formal or informal, oral or written, among the parties with respect to the subject matter hereof. This Agreement may only be amended or modified by a writing signed by the parties hereto.
14. This Agreement, and any further documents hereunder, may be signed in counterparts, and a copy containing all counterpart signatures shall constitute the single original document.
15. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been executed by the TOWN and the VILLAGE as of the month, day, and year listed above.

TOWN OF PHILIPSTOWN

By:

Name: JOHN J. VAN TASSEL

Title: Supervisor

VILLAGE OF COLD SPRING

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

Name: KATHLEEN E. FOLEY

Title: Mayor

**RESOLUTION # -2023**

The following Resolution was presented by Councilwoman Farrell, seconded by Councilman Angell and unanimously carried;

**RESOLVED**, that the Town Board of the Town of Philipstown hereby authorizes the Supervisor to sign the Intermunicipal Agreement with the Village of Cold Spring for Fuel Provision for Village Vehicles and Equipment.

**CERTIFICATION**

I, **Tara K. Percacciolo**, the duly qualified and acting Town Clerk of the Town of Philipstown, Putnam County, New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of the Regular Meeting of the Town Board of the Town of Philipstown, held on August 3, 2023, and that the Resolution set forth herein is a true and correct copy of the Resolution of the Town Board of said Town adopted at said meeting.

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


**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the said Town, this 3<sup>rd</sup> day of August, 2023.



Tara K. Percacciolo  
TOWN CLERK

(seal)

A true copy of this Resolution was filed in the Office of the Town Clerk on August 3, 2023.



Tara K. Percacciolo  
TOWN CLERK



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

**RESOLUTION #30-2023**  
**APPROVING THE RENEWAL OF GENERAL LIABILITY INSURANCE**

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

**WHEREAS**, the renewal of the Village of Cold Spring's General Liability Insurance was due August 1, 2023; and

**WHEREAS**, the Village has received a proposal from the New York Municipal Insurance Reciprocal; and

**WHEREAS**, the Premium for the renewal is \$127,470.49.

**NOW THEREFORE**, it is hereby:

**RESOLVED**, that the Village of Cold Spring renews the General Liability Insurance policy through New York Municipal Insurance Reciprocal; and be it further

**RESOLVED**, that the Village Clerk is authorized and instructed to execute the Plan's documents on behalf of the Village of Cold Spring.

On roll call vote:

- Trustee Laura Bozzi:
- 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