



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
MATTHEW KROOG, WATER SUPERINTENDENT
ROBERT DOWNEY, HIGHWAY DEPT CREW CHIEF

Board of Trustees - Monthly Meeting
Village Hall, 85 Main Street
Wednesday May 3, 2023 @ 6:30 PM

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

1. Opportunity to request vote to Add/Modify agenda items
2. Announcements
3. Eco Award Announcement
4. Board Business
 - a. West Point Docking Request
 - b. Request to Hold a Block Party
 - c. Boat Club Proposal for Bulkhead
 - d. Resolution 17-2023 Home Rule Request
 - e. Authorize Mayor to Sign Agreement with Munistat
 - f. Resolution 18-2023 Awarding Bid for Sidewalks
 - g. Request by R. Downey to Attend Highway School
5. Chapters 76 (Noise), 104 (Signs) and 134 (Zoning)
 - a. Board Discussion
 - b. Continuation of Public Hearing
6. Public Comment
7. 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

VCS Clerk

From: Contact form at Cold Spring, NY <cmsmailer@civicplus.com>
Sent: Monday, April 24, 2023 11:41 AM
To: VCS Clerk
Subject: [Cold Spring, NY] Request for block party permit / street closure on (Sent by Mona Smith, monazsmith62@gmail.com)

Hello jvidakovich,

Mona Smith (monazsmith62@gmail.com) has sent you a message via your contact form (<https://www.coldspringny.gov/user/165/contact>) at Cold Spring, NY.

If you don't want to receive such e-mails, you can change your settings at <https://www.coldspringny.gov/user/165/edit>.

Message:

Dear Mr. Jeff Vidakovich, Village Clerk of Cold Spring:

Our three families are writing to you today to request the Village's permission to jointly hold a block party on Saturday, June 17, 2023 from 12 pm to 4 pm on Fishkill Avenue in Cold Spring.

Our block party will celebrate the graduation of our three sons from Haldane High School. Our sons are: Roy Smith, Raunaq Kapoor, and Rowen Kuzminski. The commencement ceremony at Haldane is on the morning of Saturday, June 17 and it concludes at noon. Our sons have been friends and neighbors throughout their school years, and this block party will allow friends, families, and neighbors to celebrate with the three graduates and their families on our block all at once.

Our block party would take place solely on our street, which is Fishkill Avenue. Fishkill Avenue consists of one single block between Route 301 (Main Street) and Mountain Avenue. Our three families reside at these addresses: 5 Fishkill Avenue (Smith family), 8 Fishkill Avenue (Angier/Kuzminski family), and 15 Fishkill Avenue (Kapoor family).

Our families would be happy to notify our three neighbors in advance, and they will be invited to attend the block party. Our families would also be glad to post signage in advance and/or take other additional and reasonable steps re: notification of near neighbors. The final hour of our event (3-4 pm) will primarily be clean-up/load-out, so with care, some local car traffic could flow slowly through our street if that helps our cause.

Please feel free to contact us with any questions, and thank you for considering this request from our three families for a block party in celebration of our three Haldane graduates.

Sincerely,

Mona Z. Smith and Greg Smith
5 Fishkill Avenue
Mona mobile: 917.553.3899
Mona email: monazsmith62@gmail.com

Melissa Angier and Stefan Kuzminski
8 Fishkill Avenue
Melissa mobile: 914.382.9284
Melissa email: melissa_angier@yahoo.com



JOINT APPLICATION FORM

For Permits for activities affecting streams, waterways, waterbodies, wetlands, coastal areas, sources of water, and endangered and threatened species.

You must separately apply for and obtain Permits from each involved agency before starting work. Please read all instructions.

1. Applications To:

>NYS Department of Environmental Conservation Check here to confirm you sent this form to NYSDEC.

Check all permits that apply:

<input type="checkbox"/> Stream Disturbance	<input type="checkbox"/> Dams and Impoundment Structures	<input type="checkbox"/> Tidal Wetlands	<input type="checkbox"/> Water Withdrawal
<input checked="" type="checkbox"/> Excavation and Fill in Navigable Waters	<input checked="" type="checkbox"/> 401 Water Quality Certification*	<input type="checkbox"/> Wild, Scenic and Recreational Rivers	<input type="checkbox"/> Long Island Well
<input type="checkbox"/> Docks, Moorings or Platforms	<input type="checkbox"/> Freshwater Wetlands	<input type="checkbox"/> Coastal Erosion Management	<input type="checkbox"/> Incidental Take of Endangered / Threatened Species

* See Instructions (page 3)

>US Army Corps of Engineers Check here to confirm you sent this form to USACE.

Check all permits that apply: Section 404 Clean Water Act Section 10 Rivers and Harbors Act

Is the project Federally funded? Yes No

If yes, name of Federal Agency: _____

General Permit Type(s), if known: _____

Preconstruction Notification: Yes No

>NYS Office of General Services Check here to confirm you sent this form to NYSOGS.

Check all permits that apply:

<input type="checkbox"/> State Owned Lands Under Water	<input type="checkbox"/> Utility Easement (pipelines, conduits, cables, etc.)	<input type="checkbox"/> Docks, Moorings or Platforms
--	---	---

>NYS Department of State Check here to confirm you sent this form to NYSDOS.

Check if this applies: Coastal Consistency Concurrence

2. Name of Applicant

Cold Spring Boat Club Inc. Taxpayer ID (if applicant is NOT an individual) 13-3187906

Mailing Address PO 318 Post Office / City Cold Spring State NY Zip 10516

Telephone 914-844-1347 Email patinella@yahoo.com

Applicant Must be (check all that apply): Owner Operator Lessee

3. Name of Property Owner (if different than Applicant)

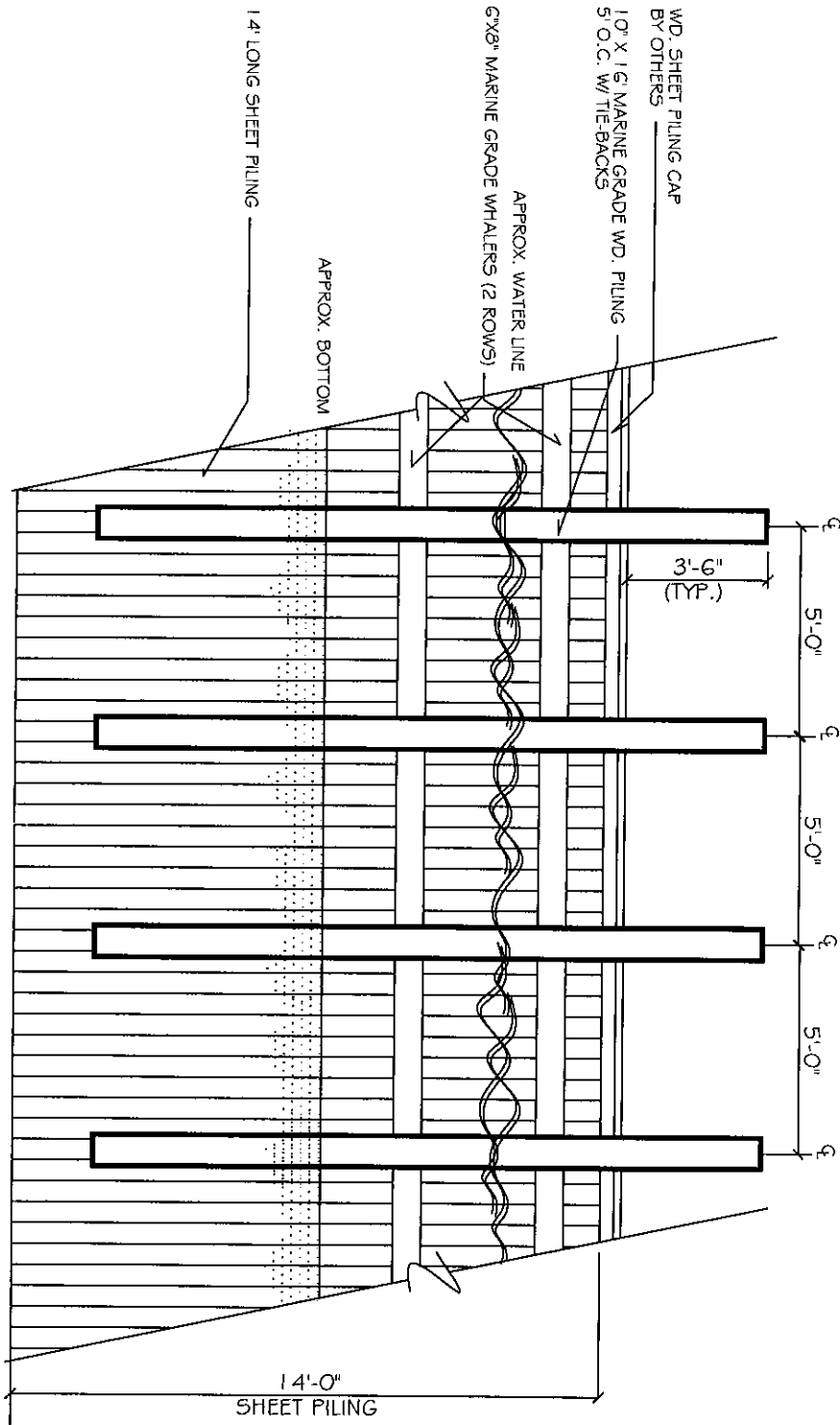
Village of Cold Spring

Mailing Address 85 Main Street Post Office / City Cold Spring State NY Zip 10516

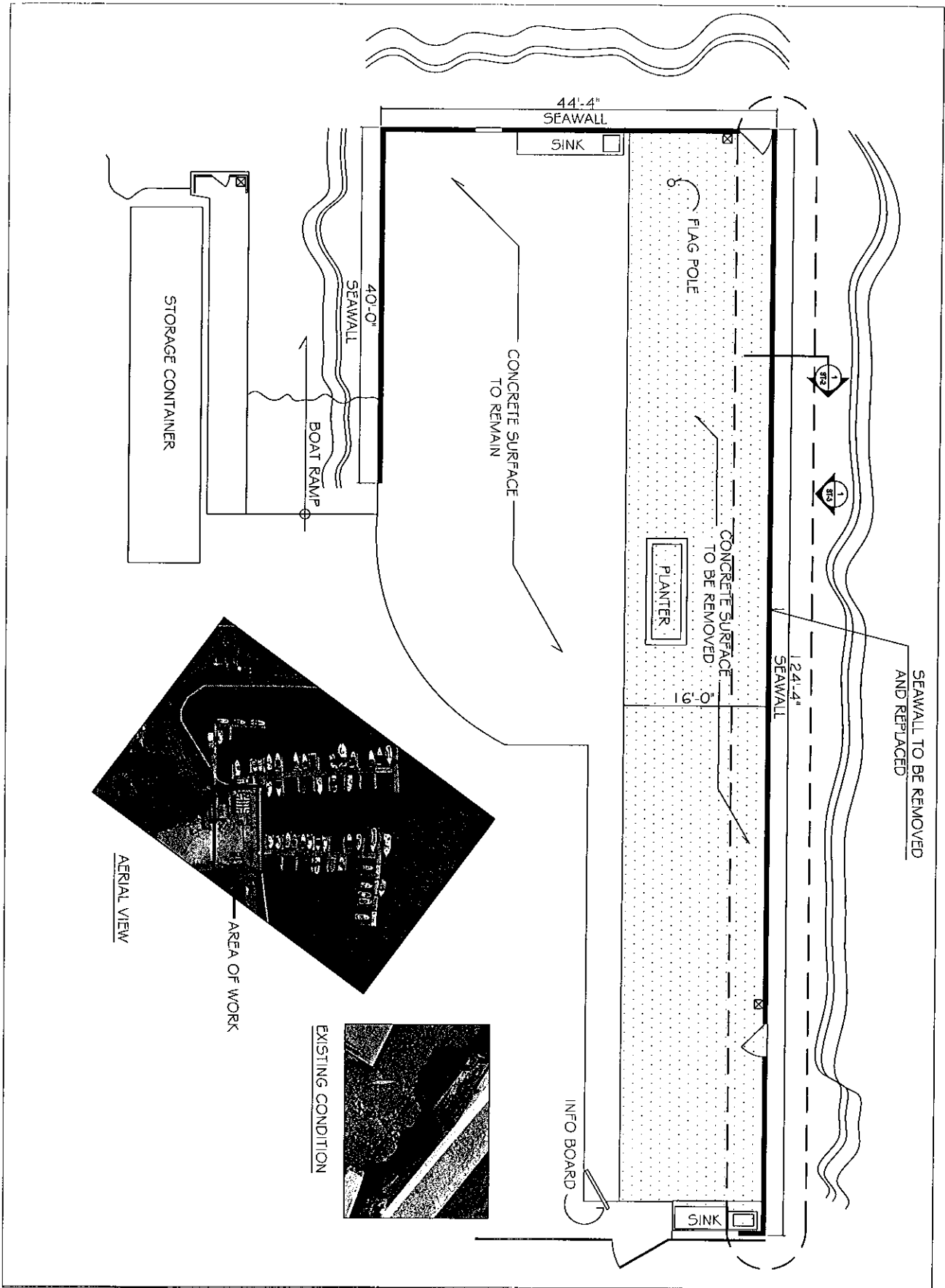
Telephone 845-265-3611 Email vcsclerk@coldspringny.gov

For Agency Use Only Agency Application Number: _____

① SEAWALL ELEVATION



ST-3	SEAWALL ELEVATION	Drawn by	Checked by	Rev.	By	Date	Designer
	Project NEW SEAWALL FOR: COLD SPRING BOAT CLUB 5 NEW STREET COLD SPRING, NY 10516	Scale	Scale	Project No.	Sheet	LEGAL NOTICE THE CONSTRUCTION SET OF THIS TITLE IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS SET IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT OR HIS OR HER SUCCESSORS.	
		CSBC-02	2.2.21	ROGER W. HOFFMANN ARCHITECT RESIDENTIAL & COMMERCIAL ARCHITECTURE PLANNING INTERIOR DESIGN 200 MAIN STREET COLD SPRING, NY 10516 914-881-7511			



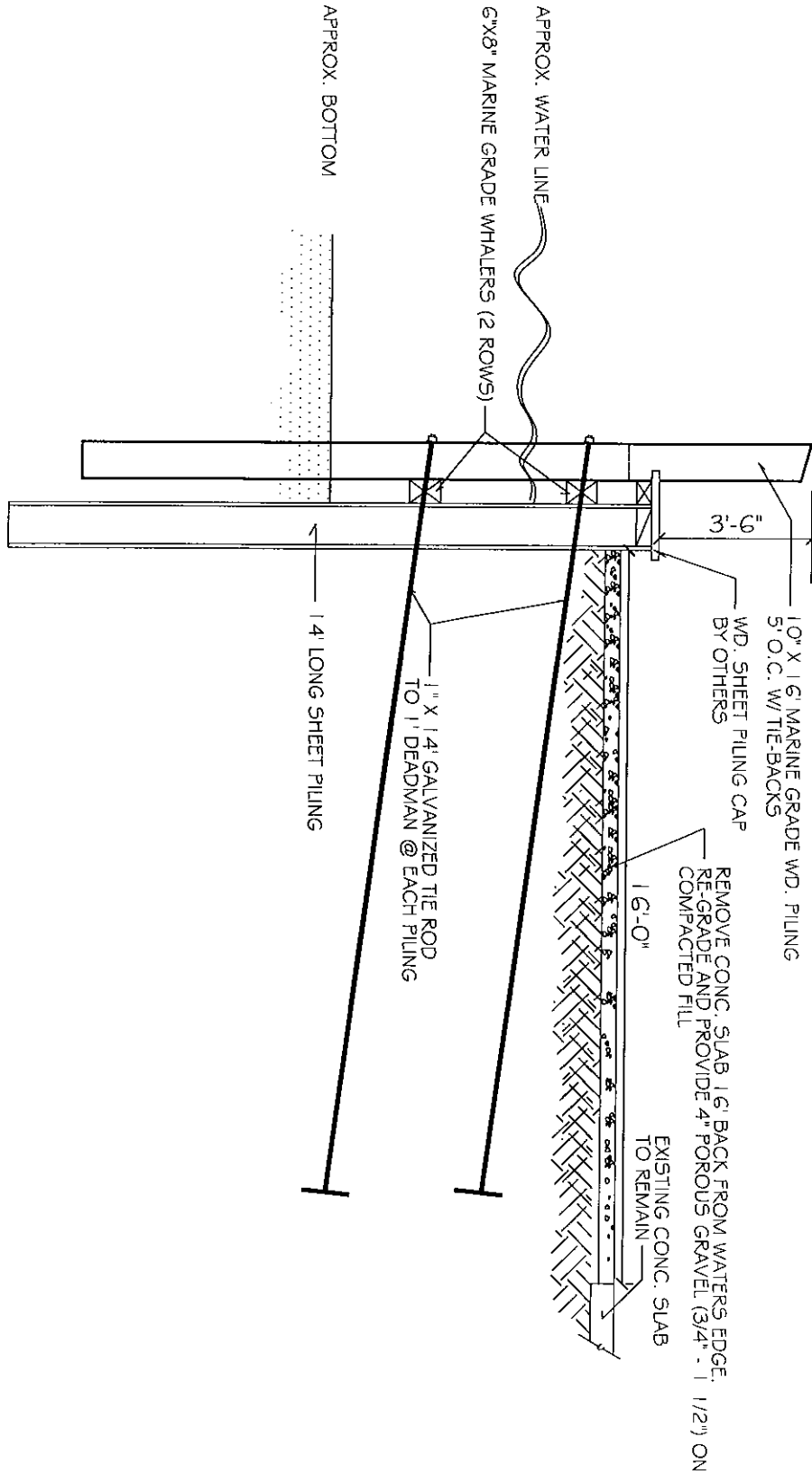
ST-1

SITE PLAN
NEW SEAWALL FOR:
COLD SPRING BOAT CLUB
 5 NEW STREET
 COLD SPRING, NY 10516

Drawn By RWH	Checked By RWH						
Scale							
DATE	DATE						
CSBC 01	4-23						

LEGAL NOTES
 THE CONSTRUCTION ACTS OF 1986 GRANT THE ARCHITECTURAL WORKS COPYRIGHT PROTECTION FOR ARCHITECTS' DRAWINGS THAT IT IS ILLEGAL TO ALTER, REPRODUCE, AND/OR USE FOR CONSTRUCTION AND ALL RELATED COPYRIGHTED DOCUMENTS FOR ANY PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
 OUTSIDE THEIR SPECIFIC USE FOR THIS PARTICULAR PROJECT, THESE DRAWINGS ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION FROM THE ARCHITECT OR HIS OR HER LEGAL REPRESENTATIVE.
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ROGER W. HOFFMANN
ARCHITECT
 RESIDENTIAL - COMMERCIAL
 PLANNING
 ARCHITECTURE
 INTERIOR DESIGN
 50 NEW STREET
 COLD SPRING, NY 10516
 914.776.6214



① SEAWALL SECTION

drawing number

ST-2

Project Title
SEAWALL SECTION
 Project
**NEW SEAWALL FOR:
 COLD SPRING BOAT CLUB**
 5 NEW STREET
 COLD SPRING, NY 10516

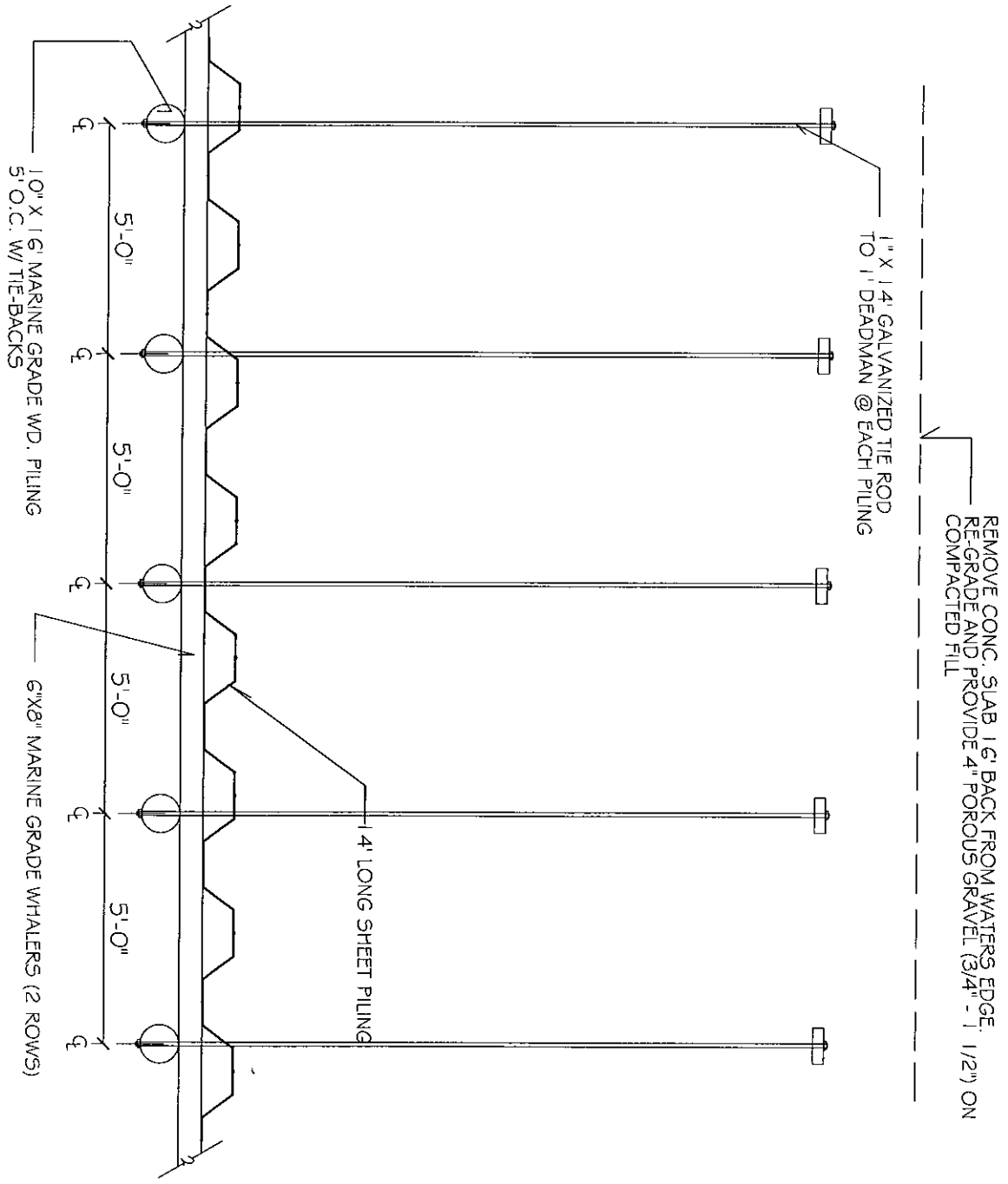
Drawn by
 Checked by
 Date
 Scale
 Project No.
 Client Code

No.	By	Date	Description

LEGAL NOTICE
 THE CONTRACTOR AND I HAVE STUDIED THE ARCHITECTURAL RECORD DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT AND WE AGREE TO ACT IN ACCORDANCE WITH THEM. WE HAVE NO OBJECTION TO THE ARCHITECT'S PROFESSIONAL SEALS AND SIGNATURES ON THESE DRAWINGS. WE AGREE TO HOLD THE ARCHITECT HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST HIM OR HIS FIRM AS A RESULT OF HIS PROFESSIONAL SERVICES TO US. THIS AGREEMENT IS MADE A PART OF THE CONTRACT DOCUMENTS FOR THIS PROJECT. AUTHORIZATION FROM THE ARCHITECT OF HIS OR HER FIRM, APPROVED OR NOT.

ROGER W. HOFFMANN ARCHITECT
 RESIDENTIAL • COMMERCIAL
 ARCHITECTURE • PLANNING
 50 MAIN STREET
 COLD SPRING, NY 10516
 914-886-7511

① SEAWALL PLAN VIEW



ST-4	SEAWALL PLAN VIEW	Drawn by	Checked by	Rev	By	Date	Description
	Project	Scale					
	NEW SEAWALL FOR: COLD SPRING BOAT CLUB	Sheet No.	Date				
	5 NEW STREET COLD SPRING, NY 10516	CSBC 02	4.4.22				
<p>LEGAL NOTICE THE PROFESSIONAL SEAL OF THIS STUDY IS THE INDIVIDUAL'S SOLE PROPERTY. IT IS ILLEGAL TO ALTER, REPRODUCE, AND/OR USE THE INFORMATION AND ALL RELATED DOCUMENTS FOR ANY REASON, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT OR HIS REPRESENTATIVE. ANY SUCH VIOLATION WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.</p>							
<p>ROGER W. HOFFMANN ARCHITECT ARCHITECTURE PLANNING INTERIOR DESIGN 250 MAIN STREET COLD SPRING, NY 10516 914-466-7241</p>							



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MATTHEW KROOG, WATER SUPERINTENDENT
ROBERT DOWNEY, CREW CHIEF HIGHWAY DEPT

RESOLUTION 17-2023 APPROVE FILING OF HOME RULE REQUEST

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

WHEREAS, Article IX of the New York State Constitution and Section 40 of the Municipal Home Rule Law provide for the passage of a specific bill by the New York State Legislature initiated by a Home Rule Request from local government; and

WHEREAS, the Board of Trustees of the Village of Cold Spring wish to send a Home Rule Request in support of Senate Bill # S6360 and Assembly Bill # A05274 requesting that there be an amendment to Vehicle and Traffic Law Section 1640-h Subdivision 2 to include additional roadways to the section identified as east side of the Metro North Train Station

"Such residential parking permit system may only be established within the area of the village consisting of the following roadways on the west side of the metro north train station: Main Street, New Street, West Street, North Street, Fish Street and Market Street; and on the following roadways on the east side of the metro north train station: Furnace Street, Garden Street, High Street, Kemble Avenue from Main Street to Wall Street, Railroad Avenue, Stone Street, Church Street, Haldane Street, Rock Street, Cross Street, Northern Avenue, Main Street, Marion Avenue, Benedict Road, Grandview Terrace, Whitehill Place, Hamilton Street, E. Belvedere Street, W. Belvedere Street, Fishkill Avenue, Academy Street, Mountain Avenue, B Street, Cherry Street, Paulding Avenue, Orchard Street, Locust Ridge, Parsonage Street, Maple Terrace, Parrot Street, and Pine Street."

; and

WHEREAS, it is hereby determined that a necessity exists for such legislation in that the Village of Cold Spring does not have the power to enact such legislation by Local Law; therefore

IT IS HEREBY RESOLVED, that the Board of Trustees of the Village of Cold Spring respectfully submits a Home Rule Request in support of Senate Bill # S6360 and Assembly Bill # A05274 for the amendment to the provisions of the Tax Law.

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

April 19, 2023

MUNICIPAL ADVISOR SERVICES AGREEMENT

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

RECITALS

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

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

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

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

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

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

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

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

[Signature page follows]

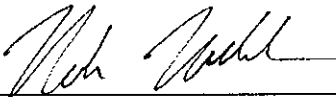
SIGNATURE PAGE

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

VILLAGE OF COLD SPRING

MUNISTAT SERVICES, INC.

By: _____

By:  _____

Name: _____

Name: Noah Nadelson

Title: _____

Title: Chief Executive Officer

APPENDIX A

SERVICES

Munistat shall provide, upon request, services related to the issuance of debt, as applicable, and set forth below. The Village acknowledges and agrees that most tasks requested by the Village will not require all the services described below, and as such, the specific scope of services for such task shall be limited to those services required to complete the transaction. Any material changes in or additions to the scope of services described below shall be promptly reflected in an amendment to this Agreement.

Bond Financings:

- Meet with appropriate Village Officials to discuss plan of finance and establish the timeline.

Preparation of maturity and estimated debt service schedules for bond issues in accordance with Local Finance Law.
- We will assist the Village with the preparation of the Official Statement, based on information provided by the Village and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and/or Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third party, distribution and electronic bidding platform.
- If necessary, we submit requested documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the Village’s rating.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- For issues over \$5 million, we ensure the publication of the Notice of Sale for bond issues within the required time limits.
- For issues over \$5 million, we prepare the Debt Statement for certain bond issues and file it with the State Comptroller’s office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Village, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.

- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, and bond counsel.

Note Financings:

- Meet with appropriate Village Officials to discuss plan of finance and establish the timeline.
- We will assist the Village with the preparation of the Official Statement, based on information provided by the Village and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy of completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third party, distribution and electronic bidding platform.
- Prior to the sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Village, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the computation of note interest and principal payment due (and, where applicable, the apportionments of such overall payments due into the appropriate funds), and distribute copies of such schedules to the issuer.

EFC Financings:

- We assist the Village in short-term and long-term financings with the Environmental Facilities Corporation. Such financings require much of the services described above. Additional services include, but are not limited to: coordinate the collection of financial and operating information during the application process, participation in conference calls, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and tax impact analysis.

Lease Financings:

- If appropriate, we assist the Village in lease financings (energy performance contract, vehicle, LED lighting, etc.). Such services include but are not limited to: coordinate the collection of financial and operating information, verify and analyze the projected cash flows, draft the Request for Proposals, accept the bids via competitive public sale on the lease and help determine the award, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and coordinate the closing.

Continuing Disclosure:

- In accordance with SEC Rule 15c2-12 and the Undertaking to Provide Continuing Disclosure as executed by the Village in connection with the sale of certain bonds and delivered at the closing for such bonds, the Village may be obligated to file a Statement of Annual Financial and Operating Information with the Electronic Municipal Market Access System (“EMMA”) according to the Agreement. When necessary, we are available to help the Village to ensure compliance with its Continuing Disclosure Undertakings.

APPENDIX B

FEES AND EXPENSES

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

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

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

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

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

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

APPENDIX C

DISCLOSURE OF CONFLICTS OF INTEREST

Fixed Fee

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

Contingent Compensation

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

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

Other Material Conflict of Interest

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



VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

TEL: (845) 265-3611

FAX: (845) 265-1002

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LARRY BURKE, OFFICER IN CHARGE
MATTHEW KROOG, WATER SUPERINTENDENT
ROBERT DOWNEY, CREW CHIEF HIGHWAY DEPT

RESOLUTION 18-2023 ACCEPTING THE BID FOR THE REPLACEMENT OF SIDEWALKS

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

WHEREAS, on April 11, 2023 the Village issued a Request for Proposals (RFP) for the replacement of approximately 2,200 Square Feet of sidewalk at three locations in the Village – Paulding Avenue (base bid), Main Street (Alternate Bid 1) and Maple Terrace and related work as needed for establishing an emergency connection to the Catskill Aqueduct; and

WHEREAS, The Contractor shall remove existing sidewalk, prepare the base, pour and cure new reinforced concrete sidewalk, and restore the area; and

WHEREAS, six bids were received with Woodland Manor, LLC submitting the lowest bid; and

WHEREAS, James J. Hahn Engineering PC reviewed all six bids and made a recommendation to the Board of Trustees to accept the bid of Woodland Manor, LLC; therefore

IT IS HEREBY RESOLVED that the Village awards the bid for replacement of approximately 2,200 Square Feet of sidewalk at a cost of EIGHTY-FIVE THOUSAND FIVE HUNDRED NINETY DOLLARS (\$85,590) to Woodland Manor, LLC; and

IT IS HEREBY FURTHER RESOLVED that the Board of Trustees of the Village of Cold Spring authorizes the mayor to sign a contract with Woodland Manor, LLC pending the submission of the required security bond and insurance by the contractor.

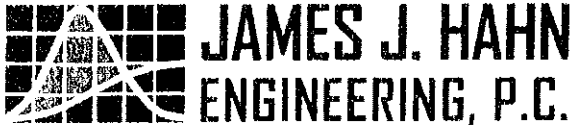
On roll call vote:

- 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



JAMES J. HAHN
ENGINEERING, P.C.

Putnam Business Park
 1689 Route 22
 Brewster, NY 10509

Tel: 845-279-2220
 Fax: 845-279-8909
 jhahn@hahn-eng.com

MEMORANDUM

To : Kathleen Foley
 Village Mayor

From : James J. Hahn, P.E.
 Village Consulting Engineer

Dated : May 1, 2023

Subject : Replacement of Sidewalks 2023
 Village of Cold Spring

On April 21, 2023, six (6) bids for the referenced project were received and publicly read aloud at Village Hall. The work consists of replacing approximately 2,200 square feet of sidewalk throughout the Village of Cold Spring. The Contractor shall remove existing sidewalk, prepare the base, pour and cure new reinforced concrete sidewalk, and restore the area.

A bid comparison analysis has been prepared and is attached for your review. The Contractor's names, addresses and bid amounts are as follows:

<u>Contractor</u>	<u>Base Bid</u> (Paulding Ave)	<u>Alt. 1 Bid</u> (Main St)	<u>Alt. 2 Bid</u> (Maple Ter)	<u>Total Bid</u>
Woodland Manor, LLC 188 Haviland Drive Patterson, NY 12563	\$20,465.00	\$29,000.00	\$36,125.00	\$85,590.00
Sun Up Construction Corp. 7 Viola Court Wappingers Falls, NY 12590	\$29,800.00	\$15,000.00	\$56,705.00	\$101,505.00
Consorti Brothers Paving & Sealcoating 208 South Plan Road Newburgh, NY 12550	\$48,784.60	\$13,355.00	\$46,701.83	\$108,841.43
Con-Tech Construction Technology, Inc. 1961 Route 6, Ste R-3 Carmel, NY 10512	\$27,140.00	\$29,000.00	\$65,704.00	\$121,844.00

E N V I R O N M E N T A L A N D C I V I L E N G I N E E R I N G
 S T U D I E S • R E P O R T S • D E S I G N

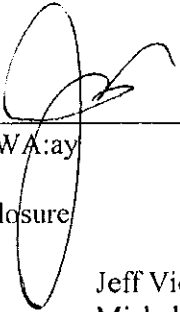
Kathleen Foley
Replacement of Sidewalks 2023
May 1, 2023
Page 2

<u>Contractor</u>	<u>Base Bid</u> (Paulding Ave)	<u>Alt. 1 Bid</u> (Main St)	<u>Alt. 2 Bid</u> (Maple Ter)	<u>Total Bid</u>
Cioffi 1, Inc. 201 Route 9 W Congers, NY 10920	\$35,640.00	\$27,000.00	\$67,095.00	\$129,735.00
7 Seas Infratech Corp. 119-18 – 101 st Avenue #235 So. Richmond Hill, NY 11419	\$205,000.00	\$125,000.00	\$313,900.00	\$643,900.00

The low bidder for this project is Woodland Manor, LLC which has submitted a responsive bid with satisfactory work references as required and has been successful in completing similar projects. The Contractor has indicated they can perform the work in accordance with the project specifications and should be able to complete the base bid by requested May 31st provided timely completion of contracts and favorable weather.

Pursuant to our review of the bid documents, I recommend that the Village accept Woodland Manor, LLC as low bidder for the project and proceed with contracts pending the submission of acceptable bonds and insurance by the Contractor.

If there are any questions, please do not hesitate to contact me at your earliest convenience.



JH:WA:ay

Enclosure

cc: Jeff Vidakovich (yesclerk@coldspringny.gov)
Michelle Ascolillo (treasurer@coldspringny.gov)

2023 Highway School Registration & Conference Information

June 5 - 7, 2023
Ithaca College

Sponsored by The Association of Towns of the State of New York
&
The NYS LTAP Center - Cornell Local Roads Program

Registration

Early registration fee on or before May 19: \$125.00. After May 19 attendees must register on-site at a fee rate of \$165.00.

Please Note: Cancellations received 10 days prior to event will be refunded minus a \$10.00 processing fee.
No refunds will be given after the 10 day cancellation deadline.

Registration forms and checks made payable to the Association of Towns can be mailed to:
Association of Towns, 150 State Street, Albany, New York 12207

Attendees can also register online and pay at www.nytowns.org. Online registrants will receive an email confirmation following payment acceptance. Only Visa and Mastercard are accepted.

On-Site Registration and early check-in is available between 3 and 5 p.m. on Sunday June 4 in the Glazer Arena of the Ithaca College Athletics and Events Center on the Ithaca College Campus. Conference check-in will resume Monday June 5 at 8 a.m.

2023 Highway School Topics

Road Drainage
Drug Testing
Purchasing
Legal Panel
Alternative Vehicles
Managing Employees
Pavement Preservation
Funding Opportunities

Conference Information

- **Meals:** Lunch will be provided at the conference on Monday and Tuesday.
- **Parking:** Parking is available on the Ithaca College Campus. However, if you require handicapped parking, please bring your own handicapped parking permit. There are a limited number of handicapped spaces available.
- **Expenses:** Actual and necessary expenses incurred while attending Highway School, including the registration fee, are proper municipal charges under Town Law, §116(12) and General Municipal Law, §77(b).
- **Credits For Attendance:** Attendees will automatically receive three credits in the highway category of the Association of Town's Certified Town Official Program. Attendees enrolled in the NYS LTAP Center - Cornell Local Roads Road Master Program will also receive credit towards Road Master levels III and IV when they earn their 5 or 10 year attendance award.

Contact Patty Kebea, Executive Meeting Coordinator, at the Association of Towns with questions at (518) 465-7933.

Stay up to date with current information about the Highway School on the web at:

Association of Towns - www.nytowns.org

NYS LTAP Center - Cornell Local Roads Program - nysltap.clrp.cornell.edu