

VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

TEL: (845) 265-3611

FAX: (845) 265-1002

WEB: WWW.COLDSRINGNY.GOV

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

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

Board of Trustees

Village Hall, 85 Main Street

Wednesday, July 6, 2022 @ 7:00 PM

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

1. Opportunity to Request a Vote to Add/Modify Agenda Items
2. Announcements
3. Approve Addendum to PBA Agreement re: Recognition of Juneteenth as an Observed Holiday
4. Request by Cub Scouts to hold a Fishing Derby @ Cold Spring Reservoir
5. Discussion on Hires
 - a. Water and Wastewater Operator
 - b. Seasonal Laborer
6. Authorize Mayor to sign Fire Protection Service Agreement with Nelsonville
7. Approval of Minutes –05/24, 05/25
8. Approval of Bills
9. Public Comment
10. Adjournment

Members of the public are invited to attend the meeting in-person at Village Hall (85 Main Street) or via Videoconference pursuant to Executive Order 11.6 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

The Arbitrator's decision shall be written, final and binding on the parties. The remedy for review of the Arbitrator's decision is an appeal through Article 75 of the Civil Practice Law and Rules.

All fees and expenses of the arbitration shall be divided equally between the parties (to the extent the parties are the PBA and the employer; no individual employees as grievants will be required to share in fees and expenses of an arbitration). Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 5

HOLIDAYS

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
July 4th
Labor Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

Juneteenth (as observed by the Village of Cold Spring)

An employee who works on a Holiday set forth below, shall be paid at time and a half (1.5x) his/her hourly rate of pay for each hour, or part thereof, work. (Said hourly rate of pay will be calculated after addition of any differential and longevity pay that applies.)

Martin Luther King Day*
President's Day*
Memorial Day*
Veterans Day*
*Juneteenth**

(*Retroactive to 6/1/20 for all employees who were employed and worked on these holidays: *except Juneteenth which is Retroactive to 6/19/2022.*)

An employee who works on a Holiday set forth below, shall be paid at two times (2.0x) his/her hourly rate of pay for each hour, or part thereof, worked. (Said hourly rate of pay will be calculated after addition of any differential and longevity pay that applies.)

New Year's Day**
July 4th**
Labor Day**
Thanksgiving Day**
Christmas Eve**
Christmas Day**
New Year's Eve**

(**Retroactive to 6/1/20 for all employees who were employed and worked on these holidays.)

VCS Clerk

From: Tara McKeever <taraosullivan2006@gmail.com>
Sent: Tuesday, June 21, 2022 11:24 AM
To: VCS Clerk
Cc: David Marzollo
Subject: Cub Scout Fishing Event

Hello Jeff,

I am one of the leaders of Cub Scout Pack 137 and we would like to have an outing this summer to take the boys fishing. We are hoping to use the reservoir on Fishkill rd. This would be a family event and parents/guardians would be present.

The proposed dates are:

July 17, 12-3

July 22, 12-3 (rain date)

Thanks so much.

Regards,
Tara O'Sullivan

Sent from Yahoo Mail for iPhone

VCS Clerk

From: VCS Highway
Sent: Tuesday, July 5, 2022 8:52 AM
To: Mayor
Cc: Trustee Woods; Trustee Starbuck; Trustee Fadde; VCS Treasurer; VCS Clerk
Subject: Recommendation to hire Maurice Williams

Good morning folks,

I would like to recommend that we hire Maurice Williams; the gentleman Tweeps & I interviewed on Friday. He comes highly recommended by Kyle Van Tassel with knowledge in auto mechanics, general construction, masonry, and well versed in all forms of electrical work. He is only available to work on Mondays, Tuesdays, and on Wednesdays. Although we were looking for an employee to work five days a week, he is the only one who applied. His skills would compliment our department nicely, and he may be looking for a permanent position in the future. He has worked with Kyle in past doing all sorts of side work, and Kyle says he is a better mechanic than him. Please consider this hiring as we can use all the help we can get.

Thank you,

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

FIRE PROTECTION AGREEMENT

The VILLAGE BOARD OF THE VILLAGE OF COLD SPRING, a Municipal Corporation of the State of New York, hereinafter designated "COLD SPRING"; And

The VILLAGE BOARD OF THE VILLAGE OF NELSONVILLE, a Municipal Corporation of the State of New York, hereinafter designated "NELSONVILLE"; And

The COLD SPRING FIRE COMPANY NO 1, a Volunteer Fire Company organized under the Laws of the State of New York, hereinafter the "FIRE COMPANY";

WHEREAS, NELSONVILLE does not have a local fire department to provide fire protection services to its residents; and

WHEREAS, NELSONVILLE wishes to contract with COLD SPRING and the FIRE COMPANY for fire protection services to NELSONVILLE; and

WHEREAS, COLD SPRING and the FIRE COMPANY are willing to provide fire protection services to NELSONVILLE, under the terms and conditions set forth herein; and

WHEREAS, by resolution dated June 21, 2022, the Village Board of NELSONVILLE duly authorized execution of this Fire Protection Agreement; and

WHEREAS, by resolution dated June 21, 2022, the Village Board of COLD SPRING duly authorized execution of this Fire Protection Agreement;

WHEREAS, the FIRE COMPANY, by its membership and its Board have consented to the terms hereof;

NOW, THEREFORE, NELSONVILLE does engage COLD SPRING to furnish fire protection services to NELSONVILLE through the FIRE COMPANY and COLD SPRING agrees to furnish such protection in the manner following, to wit:

1. **TERM**: This Agreement shall commence on the first day of June, 2022 and shall continue for a term of one (1) year.

2. **FIRE PROTECTION SERVICE**: The FIRE COMPANY shall, at all times during the term of this Agreement, be subject to call for attendance upon any fire, emergency or service call falling under the Fire Company's Standard Operating Procedures and Guidelines occurring within the geographic boundaries of the Village of NELSONVILLE, when notified by alarm, telephone call, County dispatch 911 or other reliable means. Upon such call or other notification, the FIRE COMPANY shall, without delay and with all suitable apparatus, proceed diligently and in every way reasonable under the circumstances with mitigation and termination of the incident. Provided, however:
 - (i) The FIRE COMPANY shall not be required to furnish any water (other than water stored in the fire truck in accordance with the Fire Company's Standard Operating Procedures and Guidelines) or hydrants, and NELSONVILLE shall be responsible for the maintenance of all hydrants including, but not limited to keeping all hydrants free from ice and snow;

- (ii) The FIRE COMPANY shall respond to fire, emergency or service calls in such manner as it deems appropriate and consistent with its Standard Operating Procedures and Guidelines;
- (iii) COLD SPRING, through the FIRE COMPANY shall not be responsible or in any way liable under this Agreement for delay or failure to reach buildings on fire because of lack of roads, impassable road conditions or other causes beyond the control of the FIRE COMPANY, nor for failure to extinguish any fire after reasonable efforts to do so; and
- (iv) The FIRE COMPANY reserves the right and in fact has the obligation to service other municipalities, and the FIRE COMPANY'S attendance upon any fire or emergency outside of NELSONVILLE shall not be deemed a violation of this Agreement. Nothing in this Agreement shall be construed as requiring the FIRE COMPANY to neglect a fire or emergency in COLD SPRING for the purposes of attending a fire or emergency in NELSONVILLE.

3. INDEPENDENT CONTRACTOR:

It is understood and agreed that COLD SPRING and the FIRE COMPANY, in providing fire protection services under this Agreement, are acting as independent contractors, and are not subject to any direction or control in any manner by NELSONVILLE except as expressly conferred by law, and formulation of and compliance with any laws, rules or regulations relating to use of fire protection apparatus and equipment shall be the responsibility of COLD SPRING and the FIRE COMPANY.

NELSONVILLE, by execution of this Agreement, expressly grants the FIRE COMPANY permission to open, use and secure hydrants belonging to NELSONVILLE or within its jurisdiction and to use the water therein for purposes of providing fire protection services under this Agreement. Members of the FIRE COMPANY, while engaged in the performance of their duties in answering, attending upon, or returning from any call provided for by this Agreement shall have the same rights, privileges, and immunities as if performing the same in the Village of Cold Spring.

4. PAYMENTS:

In consideration of furnishing fire protection services under this Agreement, NELSONVILLE shall pay COLD SPRING an amount equal to Thirty-Seven Thousand Six Hundred Ninety-Three Dollars (\$37,693). Payment to be made in full within 30 days of receipt of invoice from COLD SPRING.

Payments made under this Agreement shall be all-inclusive and shall be in full and complete satisfaction of any and all claims for compensation for provision of fire protection services, including any obligation of NELSONVILLE to pay COLD SPRING or the FIRE COMPANY for any loss or damage to equipment sustained in the performance of its duties hereunder. Provided, however, NELSONVILLE shall remain responsible for any injury, loss or damage caused, wholly or in part, by the tortuous actions or omissions of its elected officials, officers, employees and agents.

5. INSURANCE:

COLD SPRING shall secure and keep in effect: (a) Commercial General Liability Insurance (also known as Emergency Service Liability Coverage) with limits of no less than \$1,000,000.00, (b) Business Automobile Liability Insurance with limits of no less than \$1,000,000.00, (c) Volunteer Fireman's Benefit Coverage pursuant to Volunteer Firefighters' Benefit Law, Section 30, and (d) Workmen's Compensation Insurance, with all four of the foregoing insurance coverages to be for the protection of the public and NELSONVILLE, its officers, employees, agents and servants against any and all claims, actions, damages and charges of every name and nature arising from the alleged negligence, want of care or fault of COLD SPRING or the FIRE COMPANY in furnishing or operating the service hereunder, such insurance to name NELSONVILLE as one of the insureds, provide NELSONVILLE with copies of said policies in force, with applicable endorsement, and contain provisions that they may not be cancelled except on no less than thirty (30) days' notice to NELSONVILLE, in writing.

6. INDEMNIFICATION:

COLD SPRING shall indemnify and save harmless NELSONVILLE, its officers, employees, agents and servants against all liability, claims, loss, costs or damages on account of injury to persons or property arising as a result of the alleged negligence, want of call or fault of any nature whatsoever, of COLD SPRING or the FIRE COMPANY, their officers, members, agents, servants, licensees or sub-contractors arising from this Agreement.

NELSONVILLE shall indemnify, defend and hold harmless COLD SPRING and the FIRE COMPANY for any claims or damages arising from alleged negligence or other tortuous actions or omissions of NELSONVILLE's elected officials, officers, employees and agents.

7. TERMINATION:

Termination under this provision shall not give rise to any claim for loss or damages.

Notwithstanding any other provisions of this Agreement, the failure to pay the agreed upon amounts on or before the dates required or failure to provide adequate water for the purposes of this Agreement will not automatically terminate the Agreement, but will be grounds for immediate termination of the Agreement by COLD SPRING and/or the FIRE COMPANY. In the event that this Agreement is terminated for cause under this provision, COLD SPRING and/or the FIRE COMPANY may pursue such remedies as they may have against NELSONVILLE, provided that recovery shall be limited to amounts due or which would have become due under this Agreement, and consequential damages shall not be available.

Likewise, failure of COLD SPRING and the FIRE COMPANY to respond or otherwise comply with its obligations under the Agreement will not automatically terminate the Agreement, but will be grounds for immediate termination of the Agreement by NELSONVILLE. In the event that this Agreement is terminated for cause under this provision, NELSONVILLE may pursue remedies as it may have against COLD SPRING and/or the FIRE COMPANY, provided that recovery shall be limited to amounts paid for the term year in which the Agreement was terminated, and consequential damages shall not be available.

8. INSPECTIONS BY FIRE CHIEF:

The chief officer of the fire company of the Village of Cold Spring, may, under the terms of this Agreement, inspect any public building, and with the consent of the owner, any privately-owned building, located within NELSONVILLE, for fire hazards, or such chief officer may delegate such power of inspection to an officer or member of such department. The term building, as used in the paragraph does not include a multiple dwelling which may be inspected by such fire officer under and pursuant to the provisions of Subdivision 4 of Section 303 of the Multiple Resident Law.

9. DISPUTE:

In the event that a dispute arises as to the performance and/or breach of provisions of this Agreement, such dispute shall be resolved through non-binding arbitration, or such other alternative dispute resolution as the parties may agree upon. In the event that the parties cannot agree on any of the foregoing methods of alternative dispute resolution, then either party shall be entitled to resort to the Court System for relief, provided, however, that efforts to pursue alternative dispute resolution shall not be a prerequisite to demanding and/or seeking a court order enforcing paragraphs #6 of this Agreement regarding provision of a defense and indemnity if a third-party commences suit against a party hereto.

10. ENTIRE AGREEMENT:

The above-written provisions constitute the entire agreement between the parties hereto and may not be amended unless done so in writing by authorized representatives of the parties.

Dated this 21st day of June, 2022

VILLAGE OF NELSONVILLE

By: Chris Winward
CHRIS WINWARD, MAYOR

VILLAGE OF COLD SPRING

By: _____
KATHLEEN E. FOLEY, MAYOR

COLD SPRING FIRE COMPANY, NO. 1

BY: _____
AARON LEONARD, PRESIDENT



VILLAGE OF COLD SPRING
85 MAIN STREET, COLD SPRING, NY 10516
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Village of Cold Spring Board of Trustees
Meeting Minutes
May 24, 2022

The Board of Trustees of the Village of Cold Spring held a Meeting on Tuesday May 24, 2022 at Village Hall and via videoconference as per Chapter 1 of Local Laws of 2022. Present were Mayor Kathleen E. Foley, Trustees Laura Bozzi, Cathryn Fadde, Eliza Starbuck (via Videoconference) and Tweeps Phillips Woods. The meeting was called to order at 11:15am by Mayor Foley.

Execution Session

K. Foley made a motion to enter into Executive Session to review the employment history of individuals. T. Woods seconded the motion and it passed by a vote of 5-0.

K. Foley made a motion to exit Executive Session at 11:37am. C. Fadde seconded the motion and it passed by a vote of 5-0.

Board Business

Approve Hiring of Event Coordinator

T. Woods made a motion to hire Lillian Moser as a part-time Events Coordinator at a rate of pay of \$25/hour. C. Fadde seconded the motion and it passed by a vote of 4-0-1-0 (L. Bozzi abstained)

Resolution 16-2022 (attached) Approving the Filing of Home Rule Request to Amend NYS Tax Law was offered for adoption by K. Foley. E. Starbuck seconded the motion and on roll call vote the resolution was adopted by a vote of 5-0

Public Comment

None

Adjournment

C. Fadde made a motion to adjourn the meeting. T. Woods seconded the motion and it passed by a vote of 5-0. The meeting adjourned at 11:48am.

Prepared by: J. Vidakovich

Jeff Vidakovich, Village Clerk-Treasurer

Date

RESOLUTION 16-2022
APPROVE FILING OF HOME RULE REQUEST

The following resolution was offered by Mayor Kathleen E. Foley for adoption and seconded by Trustee Eliza Starbuck 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 # S8996 and Assembly Bill # A10205 to amend the N.Y.S. Tax Law in relation to permitting the Village of Cold Spring to impose a hotel and motel tax; 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 # S8996 and Assembly Bill # A10205 for the amendment to the provisions of the Tax Law.

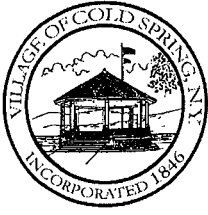
On roll call vote:

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

Resolution officially adopted on May 24, 2022 by a vote of 5-0-0-0.

Jeff Vidakovich, Village Clerk-Treasurer

Date



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Village of Cold Spring Board of Trustees
Meeting Minutes
May 25, 2022

The Board of Trustees of the Village of Cold Spring held a Meeting on Wednesday May 25, 2022 at Village Hall and via videoconference as per Chapter 1 of Local Laws of 2022. Present were Mayor Kathleen E. Foley, Trustees Laura Bozzi, Cathryn Fadde, Eliza Starbuck and Tweeps Phillips Woods. The meeting was called to order at 7:00pm by Mayor Foley.

Moment of Silence

K. Foley asked for a moment of silence to remember the lives lost in the recent mass shooting in Uvalde, Texas.

Hudson Highlands Fjord Trail (HHFT)

K. Foley introduced MJ Martin, Director of Development & Community Engagement and Amy Kacala, Executive Director with Hudson Highlands Fjord Trail, Inc.

A. Kacala took the Board and audience through a presentation (attached) that provided information on the HHFT project including background, the Master Plan, project updates, design elements and ways for the community to stay involved and informed. Key points included:

- Initial discussions began in 2006 with the goal of providing safe walking route along Route 9D from Cold Spring to Breakneck Ridge
- Traffic study conducted in 2006 and Hike/Bike study in 2007
 - Led to the formation of a steering committee and development of a Master Plan (2015)
- Trail Stewards Program introduced in 2014
- Breakneck Connector, providing access to trails from the Metro-North Breakneck Ridge station, began in 2017
- SEQRA review completed in 2016 (Negative Declaration) with Town of Fishkill as lead agency
- Generic Environmental Impact Statement review began in 2017
 - Consultant hired (AKRF)
 - Lead agency declared (Parks)
 - Scoping document prepared
- Public frustration mounted with increase in foot and vehicular traffic since 2019
 - New consultants brought in
 - Public workshops held
- Master Plan updated in 2020

- Improve landscape, access and safety
- Focus on ecology and rising sea levels
- Manage visitation
 - Purchased Dutchess Manor for use as a parking area and visitor center
 - Plan for resting spots along the trail
 - Add restrooms and garbage bins along the trail (to be maintained by HHFT)
- SEQRA underway for updated Master Plan
 - 30-day public comment period will begin upon completion of SEQRA draft
- Construction on upper overlook to begin Fall 2022
- Legal swimming area w/lifeguard being explored for Little Stony Point
- When completed, HHFT will provide a walking/biking/hiking trail from Cold Spring to Beacon

Board Comments

K. Foley commented that crowds and parking are already unmanageable. The trail will only exacerbate the situation. How will traffic from the Metro North Train station and Dockside Park be managed?

- A. Kacala said a Parking Management RFP was being issued that will address these concerns

E. Starbuck expressed concern that adding hundreds of new parking spots in new lots would increase the vehicular traffic going through the corridor of the Village (the only southern entrance by road to the Fjord Trail). She suggested that they reconsider that plan and instead reduce parking for cars which is an opportunity to reduce vehicular traffic to the Village and trails.

- A. Kacala commented that perhaps Philipstown Climate Smart can partner with Metro North and HHFT to develop alternate solutions (i.e., drive to Croton and then take the train to trails)
- MJ Martin added that HHFT is forming a Sustainability Group and invited E. Starbuck to join

C. Fadde asked at what point does foot and vehicular traffic become unmanageable and what can be done to prevent that?

- A. Kacala said that the issues and routes need to be identified and options for mitigation addressed
- MJ Martin added that there are limited alternate routes out of the village and these need infrastructure improvements

L. Bozzi commented that planning for traffic is a main concern for the Village. She also asked:

- How can the Village be an active participant in the Environmental Impact Study (EIS), especially since Dockside has changed, due to the agreement with the Village and shoreline sustainability initiative, since the initial Master Plan was developed? A. Kacala commented that there will be opportunity for the Village to participate.
- Is access to little Stony Point part of the EIS? A. Kacala replied that it is

T. Woods said she is glad there is a management plan and asked about the availability of any press releases. MJ Martin directed T. Woods to the HHFT website for all press releases. T. Woods also asked about traffic mitigation on 9D as well lower speed limits through the area. A. Kacala stated that these are concerns that need to be addressed with DOT. K. Foley discussed the need for the trail, the 9D corridor and the Village to be addressed as one interconnected traffic system.

C. Fadde inquired if HHFT has considered additional public bathrooms in the Village? A. Kacala replied that the plans call for the addition of bathrooms at Dockside Park.

K. Foley asked that as part of determining the permitting process under SEQRA, Parks undertake a balancing test. She argued that this project should not have full exemption from local land use regulations and permitting. A. Kacala stated that the Village will be involved.

Public Comment

K. Foley noted that the following rules for public comment will apply:

- Comments are limited to 3 minutes
- Asked that comments previously addressed and/or questions answered not be repeated
- Comment period is not meant for debate

Irene Pieza (6 Paulding Avenue) asked if management of river traffic has been addressed and will there be gates to limit after-hours access to the trails? She also suggested that an emergency response station be considered on the west side of the train tracks for faster response when traffic is heavy in the upper Village. A. Kacala commented that these have not been addressed.

James Hartford (5 Furnace Street) commented that access to Dockside Park is over private property (easement exists) and that any water and sewer hookups at Little Stony Point will need to be to the Village system. He also inquired about continuing shoreline access for cleanups.

Sean Conway (18 Morris Avenue) asked the following questions:

- Will HHFT be counting passengers departing at the Breakneck Ridge station over Memorial Day weekend? A Kacala replied that there are no plans but agreed that baseline data is needed.
- Will shuttle service be available for the 6/25 event at Dutchess Manor? No, per A. Kacala and MJ Martin
- Will trails be lit? A. Kacala replied that they will not be lit

Jane Timms (5 Rock Street) commented that Dockside Park is pristine and that she hopes nothing changes that

Rebecca Ramirez (13 Church Street) made the following comments:

- She is in favor of improved access to the water, keeping people on the trails and adding public bathrooms
- Nothing presented or discussed will help make Fair Street or 9D safer. Sidewalks are needed to make these safer
- Increasing capacity for cars is bad and negatively impacts non-vehicular traffic

Richard Shea (53 Morris Avenue and former Town Supervisor) commented that residents need to be realistic because the HHFT is going to happen. Amenities are what the Village and residents should be campaigning for at this point. He also reminded residents that this is a process that takes time and everything can be addressed.

Karen Mashke (7 Forge Gate Drive - President of Forge Gate Condo Association), stated that the impacts of increased traffic is real for the residents of Forge Gate and asked that the HHFT be mindful of private property. A. Kacala replied that workshops will be held to address traffic behaviors.

Randi Schlessinger (Forge Gate resident) suggested that daily limits on parking and hiking permits issued could help mitigate traffic issues. She also advocated for no parking along 9D.

Phil Heffernan (9 Garden Street) suggested that traffic can be diminished by requiring public transportation in order to access the trails.

Michael Reisman (30 Rock Street) commented that there is a parking problem in the Village, but categorized it as a problem of convenience. He also commented that the Village's Comprehensive Plan and LW RTP need to be considered in the planning for HHFT.

Ethan Timms (Nelsonville resident) asked if Nelsonville and Cold Spring could work cooperatively in addressing access to the trails. K. Foley commented that this is an issue that should be brought to the Philipstown Trail Committee. L. Bozzi added that Nelsonville should be included at the table because of the Nelsonville Trail System. The Village boundary does not limit the impact.

Claudio Marzollo (Lane Gate Drive and owner of 75 Main Street) agreed with Richard Shea's comments and reiterated that the HHFT is going to happen.

K. Foley thanked A. Kacala and MJ Martin for their time.

Adjournment

K. Foley made a motion to adjourn. C. Fadde seconded the motion and it passed by a vote of 5-0. The meeting adjourned at 9:02pm

Prepared by: J. Vidakovich

Jeff Vidakovich, Village Clerk-Treasurer

Date