



VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

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DAVE MERANDY, MAYOR

mayor@coldspringny.gov

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ELLEN MAGEAN, ACCOUNTANT

JOHN W. FURST, ATTORNEY

WILLIAM BUJARSKI, BUILDING INSPECTOR

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CODE ENFORCEMENT TEL: (845) 265-3964

GREGORY R. PHILLIPS, WATER SUPERINTENDENT

vcswater@bestweb.net

Board of Trustees Agenda

August 11, 2015 at 7:30 pm

1. Pledge of Allegiance
2. Roll call
3. Additional monthly reports –Recreation Commission, Planning, Zoning Board of Appeals, Town of Philipstown, Historic District Review Board, Putnam County, Cold Spring Boat Club, Fire Company, Parking Committee, Tree Advisory Board, Code Update Committee
4. Financial report
5. Report of Water and Wastewater Departments
6. Report of Code Enforcement
7. Report of the Highway Department
8. Report Police Department
9. Justice Court Report
10. Report of the Mayor and Board of Trustees
11. Correspondence - Resignation Michael Armstrong
12. Old Business
 - a. Consider decreasing the number of members on the Code Update Committee
 - b. Fjord trail signage
13. New Business
 - a. Resolution #28-2015 authorizing Mayor's signature on GreenPlan contract
 - b. Authorize advertising for bid to pave sections of Paulding Avenue, Wall Street and municipal parking lot
 - c. Consider appointment of Elliott Hammond to the ZBA
 - d. Schedule senior picnic
 - e. Discussion of liaison positions
14. Approval of minutes July 28, 2015 & July 31, 2015
15. Bill Approval
16. Public Comment

TREE ADVISORY BOARD
VILLAGE OF COLD SPRING

MEMBERS: TONY BARDES; CHARLES DAY; KORY RIESTERER; GORDON ROBERTSON; JENNIFER ZWARICH

JULY REPORT TO THE VILLAGE BOARD OF TRUSTEES
08/5/2015

In July the Tree Advisory board held our regular meeting. We continued the large task of updating the draft Tree Management Plan (TMP) which we plan to complete by the end of August. A few problems with the original inventory may require us to push the completion date back into mid-Sept.

We also addressed a multitude of miscellaneous agenda items which can be reviewed in full in our posted minutes via the village website.

Some items of interest:

- We discussed a draft list of local arborists to file with the village in the event of property owners needing services. We will put out a call for any/all to be included on the list. The list will designate which arborists hold ISA (International Society of Arboriculture) certification.

- We discussed a request by John Lane, 5 Mountain Ave, to perform pruning or removal of village-owned trees on lot abutting his property. Before advising on this request, we will be developing a standard set of criteria by which to judge requests of this nature.

- We discussed a reported violation of Village Code Section 122-6 "Injuries to Trees Prohibited" and the advisory role of the TAB as it may apply to this and future reported violations. We decided to produce a flow chart to help expedite/clarify the chain of events that should occur after a reported violation. We also discussed different strategies to encourage the public to work together with the village to help protect the health of our street trees.

Respectfully,

Jennifer Zwarich
Chairperson
Tree Advisory Board

Highway Department

Report for July 2015

In the month of July the highway department picked up 56.85 tons of garbage and 18 tons of recycling. Other tasks done include,

- Cutting grass and weed wacking weekly
- Preparation for 4th of July festivities at the waterfront including putting up fencing and extra garbage cans
- Trimming trees
- Cleaning weeds from curbs
- Fixed brakes in house on 2003 garbage truck avoiding extra cost of being sent out
- Put new batteries in the backhoe
- Preping streets and pot holes for new blacktop
- 4 tons of blacktop was used
- cleaning subway weekly
- removing and replacing sidewalks on pine street
- Cleaned out catch basins

Highway Department



Mary Saari

From: Jackie Wlodarczak <jzak2007@gmail.com>
Sent: Thursday, July 30, 2015 9:31 AM
To: vcsclerk@bestweb.net
Subject: Sidewalk Repair *on Pine St*

To: Village of Cold Spring Highway Department

Morning,

Thank you! Your hard work and craftsmanship turned the sidewalk in front of my house into a safe area for my family and the community. Your hard efforts were much appreciated.

Best,
Remillard/Wlodarczak Family
10 Pine St.

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

Thomas J. Costello
Village Justice

Phone & Fax
(845) 265-9070


JULY 2015 MONTHLY REPORT

Fines, Forfeited Bails & Civil Penalties	\$ 3,600.00
Parking Tickets	2,565.00
Civil Fees	
Including Termination of Suspension Fees, Bail Poundage, Certificate of Disposition, Filing Fees, Small Claims, Transcripts of Judgment and Returned Check Fees	284.00
Mandatory State Surcharges	2,188.00
TOTAL	<u>\$ 8,637.00</u>

A check in the above amount is submitted herewith.

Respectfully,

Dated: July 31 2015



Thomas J. Costello
Village Justice

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

Report date: 07/31/2015

07/01/2015 to 07/31/2015
All Judges

STATUTE	COUNT	ADDITIONAL INFORMATION	
PL	2	Number of DWIs - 1192:	0
VTL	33	Number of AUOs - 511:	0
		Number of Speeds - 1180:	3
		Number of Defendants:	32
		Total Number Charges:	35
		Average Charges/Defendant:	1.09
		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 07, 2015

For your information, shown below is the "Distribution Summary" of all reports received by us from the Village Court for the month of June 2015.

Receipts

<u>Justice</u>	<u>Report Month/Seq</u>	<u>Amount</u>
Ian Steiner	June 2015/01	\$0.00
Thomas Costello	June 2015/01	\$6,705.00
Total Court Receipts		\$6,705.00

DISTRIBUTION SUMMARY¹

<u>Code</u>	<u>Trans</u>	<u>State</u>	<u>County</u>	<u>Village</u>	<u>Other</u>	<u>Amount</u>
AA	3			100.00		100.00
AB	22			675.00		675.00
AC	20	690.00		300.00		990.00
AD	1			2,175.00		2,175.00
AH	2			250.00		250.00
CA		200.00				200.00
CB		1,195.00				1,195.00
CE		50.00				50.00
FF		105.00				105.00
FL		105.00				105.00
FO	1					130.00
FS		130.00				730.00
MS		730.00				
TOTALS:		3,205.00		3,500.00		6,705.00

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

August 5, 2015

Dear Mayor Merandy:

I volunteered to work on the Cold Spring Comprehensive Plan and Local Waterfront Revitalization Plan for almost 7 years, from June 2007 through April 2014. For five of those years I chaired the Cold Spring Special Board, an extraordinarily hard-working and productive team of residents that completed a draft Comprehensive Plan in December 2010 (reviewed and adopted by the Village Board in January 2012), finished a Local Waterfront Revitalization Strategy in November 2011, and drafted most of a Local Waterfront Revitalization Program (LWRP) by May 2013. Through these projects I had the honor to work with Anne Impellizzeri and Marie Early, among the most dedicated citizens in our Village, as well as many other members of the community who gave their time to seek solutions to the many challenges facing us.

After the Village Board agreed, following a formal Request for Proposals, to appoint B&L as a consultant on a required code update (necessary to complete the LWRP), I served as Treasurer of the Code Update Committee (CUC), starting in November 2014. Working with the CUC, I recommended changes to the NYSEDA agreement for the Village to complete the work in phases, ensuring cash flow during the project, and helped win another \$10,000 in a grant from Greenway. Even before a final agreement with NYSEDA, the CUC had extensive discussions on land use, tackling some of the toughest issues the Village faces – such as accessory apartments and home occupations.

I was dismayed to learn, in May, that you had advised Jack Goldstein, who chaired the CUC, that it was your intention to reverse the Village's October 2014 resolution to hire B&L. This was despite the fact that the CUC and B&L had been working together, with the full knowledge and support of the Village Board, to craft an agreement that would mesh with the terms of the NYSEDA contract. Subsequently, Jack Goldstein resigned from the CUC, followed by members Barney Molloy and Ruth Elwell. I expressed my concerns at the June 2 Board meeting. You told me, in effect, that the CUC had no more reason to negotiate with B&L than it did with GreenPlan (despite the October 2014 Board resolution, which had been fully vetted by the Village Attorney as being consistent with the law), and should have been negotiating with the latter. However, since both B&L and GreenPlan submitted responses to the Fall 2014 RFP, it would seem that both believed any determination made by the Village at that stage would be legal and binding. I have patiently waited for many weeks to see what decision the Village Board would make on the Code Update consultancy.

Now that the Village's direction is clear, I am submitting my resignation as Treasurer of the Code Update Committee, and as a member of that Committee, effective immediately.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Armstrong', with a stylized flourish at the end.

Michael Armstrong

Resolution No. 28 – 2015 Contract from Greenplan Inc., for Village Code Updates

WHEREAS, the Village Board has received a proposed contract from Greenplan, Inc., for professional services regarding preparation of Village Code Updates as detailed in NYSERDA Agreement 39523; and

WHEREAS, the proposed contract has been reviewed and found to be acceptable,

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Village Board hereby authorizes the Mayor to execute the contract on behalf of the Village.

Trustee _____ presented the foregoing resolution which was seconded by Trustee _____.

On roll call vote:

Trustee Frances Murphy voted

Trustee Marie Early voted

Trustee Michael Bowman voted

Trustee Cathryn Fadde voted

Mayor David Merandy voted

Resolution officially adopted at a public meeting held on _____ by a vote of _____.

Dated: _____

Mary Saari, Village Clerk

Agreement For Consultant Services Cold Spring Village Code Update

THIS AGREEMENT made this day _____ of August, 2015, between the Village of Cold Spring, 85 Main Street, Cold Spring, New York (hereinafter the "Village") and GREENPLAN INC., a corporation duly organized and existing under the laws of the State of New York, with its principal place of business at 302 Pells Road, Rhinebeck, New York 12572 (hereinafter referred to as "GREENPLAN").

WITNESSETH:

WHEREAS, the Village has heretofore entered into a Contract with the New York State Energy Research and Development Authority (hereinafter "NYSERDA") for funding a Village Code Update, a copy of which is annexed as Schedule "A;" and

WHEREAS, GREENPLAN submitted a Proposal dated July 31, 2015 in which it proposed to perform the services required for the Village carry out the work detailed in NYSERDA's Agreement Number 39523 at a cost of not more than Fifty Thousand and 00/100 Dollars (\$50,000), a copy of which is annexed hereto as Schedule "B"; and

WHEREAS, by resolution adopted _____, 2015, a copy of which is annexed hereto as Schedule "C," the Village Board accepted the Proposal submitted by GREENPLAN and authorized the Mayor to execute this contract;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Village and GREENPLAN hereby agree as follows:

1. Contract Documents. The terms and provisions of the agreement between the Village and GREENPLAN are set forth in this Agreement For Consultant Services and include GREENPLAN's Work Tasks to assist with preparation of the Village Code Update and the contract with NYSERDA, all of which are expressly incorporated herein.
2. Services. GREENPLAN shall forthwith perform the services set forth in the Proposal provided by GREENPLAN and in accordance with the terms and stipulations set forth in the contract with NYSERDA.
3. Insurance. Before the start of any activity GREENPLAN shall provide the Village with a policy of general liability insurance in the amount of One Million (\$1,000,000) issued by an insurance company licensed to do business in the State and acceptable to the Village and NYSERDA that shall name the Village and NYSERDA as additional insureds. In addition, before the start of any activity GREENPLAN shall provide the Village with proof of a policy of automobile liability insurance in the amount of not less than One Million (\$1,000,000) and Workers Compensation at the statutory limits, all of which policies shall be issued by an insurance company licensed to do business in the State and acceptable to the Village and NYSERDA.

4. Time. GREENPLAN shall abide by all time limitations imposed by the contract with NYSERDA for performance of services and shall use best efforts to comply with the time line for such services. Failure of GREENPLAN to comply with applicable time limitations shall constitute grounds for termination of this Agreement for Consultant Services as set forth below.

5. Cost. Payment to GREENPLAN under the agreement shall be in accordance with the fee schedule set forth in the GREENPLAN's original Agreement for Consultant Services, a copy of which is annexed hereto as Schedule "D." The total amount paid to GREENPLAN under this Agreement for Consultant Services shall not exceed Fifty Thousand and 00/100 Dollars (\$50,000).

6. Disbursements. Excepting photocopying (at a maximum of 7¢ per page if done at the firm), postage and shipping costs, no travel costs, rental costs or other disbursements shall be billed to the Village unless prior approval for such disbursements has been given by the Village.

7. Payment. Payments shall be made by the Village within thirty (30) days after approval of a request for payment.

8. Requests for Payment. All invoices, statements or other requests for payment by GREENPLAN shall be in writing and shall include a detailed, itemized account of the services and costs for which payment is sought and shall include a notarized voucher. As per the contract with NYSERDA, all invoices or New York State standard vouchers submitted for payment must include the payee's identification number, (i.e., either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers). All requests for payment must be approved by the Village Board and NYSERDA before payment is made. Requests for payment shall be submitted on a monthly basis or as otherwise required by NYSERDA.

9. Hold harmless. GREENPLAN shall defend and hold harmless the Village and NYSERDA for all claims of third-parties for loss, damage or injury to persons or property asserted against the Village and/or the Authority arising from any alleged negligence or other culpable conduct on the part of GREENPLAN, its subcontractors, employees or agents in performance of services under this Agreement for Consultant Services.

10. Communications. All notices and communications under this Agreement for Consultant Services shall be made in writing in accordance with the procedure set forth in the contract with NYSERDA, and all communications to GREENPLAN shall be sent to "Attn.: J. Theodore Fink, 302 Pells Road, Rhinebeck, New York 12572."

11. Subcontractors. GREENPLAN agrees to abide by the provisions of the contract with NYSERDA regarding retention of subcontractors and, inter alia, shall not retain subcontractors without prior approval from the Village and NYSERDA and shall provide a copy of

the contract with NYSERDA to any and all subcontractors it retains. Further, any subcontractors retained by GREENPLAN shall be paid directly by GREENPLAN, and releases of lien from such subcontractors shall be provided with any request for payment involving work performed by such subcontractors. Additionally, fees for such subcontractors shall not be subject to any markup.

12. Cancellation. The Village may unilaterally cancel this Agreement for Consultant Services at any time without cause. In the event that the Village cancels this Agreement without cause, GREENPLAN shall be entitled to payment for all services rendered under this Agreement for Consultant Services in accordance with the agreement up to the time of cancellation but shall have no other right, remedy or claim against the Village or NYSERDA for such cancellation.

13. Termination for Cause. If GREENPLAN fails to comply with any of the requirements of applicable State or federal laws and regulations, or fails to comply with any of the requirements of the contract with NYSERDA and/or this Agreement for Consultant Services including, without limitation, timely performance of services, the Village may provide written notification to GREENPLAN of its breach of contract and set a specific amount of time to cure the said breach. If GREENPLAN fails to cure its breach of contract within the time provided by the Village, then the Village shall be entitled to unilaterally terminate this Agreement for Consultant Services. In the event that this Agreement for Consultant Services is terminated for cause under this provision, GREENPLAN shall not be entitled any payment under this agreement and, further, shall be liable to the Village for any loss or damages sustained by reason of GREENPLAN's culpable conduct and/or failure to perform its obligations hereunder.

14. Non-Assignment Clause. This contract may not be assigned by GREENPLAN, nor may any right, title or interest therein be assigned, transferred, conveyed or otherwise disposed of and any attempts to make such assignment shall be null and void.

15. Records. As per the terms of the contract with NYSERDA, GREENPLAN shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract.

16. NYSERDA Approval. It is expressly understood and agreed that this contract is subject to the approval of NYSERDA. In the event that NYSERDA does not approve of this contract, then this contract shall be null and void ab initio, and no party shall have any rights or claims against the other.

17. Non-collusion. GREENPLAN hereby warrants and represents that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New York and the Village of Cold Spring, and that said laws have not been violated and shall not be violated as they relate to the performance of the Agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Village employee, officer or official.

18. Use of Village Documents. During the project, any documents provided to GREENPLAN by the Village, including, but not limited to, drawings, reports and maps, whether in hard copy or in electronic form, shall remain the property of the Village and shall be returned to the Village at such time as they are no longer necessary for the completion of those elements of the scope of work of this Agreement for which such documents are necessary, but in no case later than the final completion of the scope of work of this Agreement. GREENPLAN shall use its best efforts to maintain the confidentiality of such documents. GREENPLAN shall only use Village documents for the purposes contemplated in the scope of work of this Agreement and for no other purpose whatsoever. No Village documents or information contained therein shall be provided to any third party without the prior written consent of the Village.

19. Entire Agreement. This Agreement for Consultant Services completely expresses the full agreement between the Village and GREENPLAN. Any prior understandings and representations or agreements between the Village and GREENPLAN are merged herein. It is expressly understood that any future minor changes in the Agreement between the Village and NYSERDA will be incorporated into this agreement. GREENPLAN has entered into this agreement after full investigation and without relying upon any statements that are not set forth herein.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day, month and year first written above.

GREENPLAN INC.,

By J. Theodore Fink
Name: J. Theodore Fink
Title: President

VILLAGE OF COLD SPRING

By _____
Dave Merandy, Mayor

As authorized by resolution of the Village Board
dated _____, 2015

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

On the ____ day of _____, in the year 2015 before me, the undersigned,
a Notary Public in and for said State, personally appeared _____
_____, personally known to me or proved to me on the basis of

satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of _____, in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Seth Gallagher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the Village of Cold Spring executed the instrument.

Notary Public

SCHEDULE A

SCHEDULE B

GREENPLAN

July 31, 2015

Dave Merandy, Mayor
Village of Cold Spring Board of Trustees
85 Main Street
Cold Spring, NY 10516

GREENPLAN INC.
Professional Planners
302 Pells Road
Rhinebeck, NY 12572-3354
845.876.5775
JTFink@greenplan.org

Re: *Village Code Update: NYSERDA Grant
Revised Professional Services Proposal*

Dear Mayor Merandy and Members of the Village Board of Trustees:

Thank you for updating me on the status of GREENPLAN's June 5, 2015 proposal. In accordance with our phone conversation, I have modified the prior proposal and have indicated where additions have been made herein using yellow highlighting below. All text from the June 5, 2015 proposal without highlighting remains the same.

I appreciate the opportunity to submit a Revised Proposal for work related to the Village of Cold Spring's Code Update Agreement with the New York State Energy Research and Development Authority (NYSERDA). I am in receipt of a copy of the proposed Agreement between the Village and NYSERDA, numbered as Agreement 39523. I received the proposed Agreement electronically from Mary Saari on June 4, 2015, and my understanding is that this proposed Agreement is dated as last revised on May 18, 2015. This proposal addresses Exhibit A - Statement of Work in the Agreement.

Please accept this letter as a revised Scope of Work, based upon the negotiations that the Village has engaged in with NYSERDA since our original proposal was submitted last year. GREENPLAN proposes to undertake the following revised Work Tasks and commit to the established Budget, as identified in the May 18, 2015 proposed NYSERDA Agreement. The overall goal of the process will be to update the Village Code so that the draft Local Waterfront Revitalization Program (LWRP) can be adopted by the Village Board and then incorporated into the New York State Department of State's Coastal Management Program, with concurrence of this incorporation by the federal Office of Ocean and Coastal Resource Management.

1. Task 1: Contract Management

GREENPLAN will assist the Village in overall contract management, coordination of all tasks in the Agreement, and preparation of the deliverables required by NYSERDA. Deliverables will be according to NYSERDA's list from 1.1 through 1.3. Tasks are as follows:

- 1.1 Project Execution Plan. GREENPLAN will assist the Village with the preparation and delivery of a Project Execution Plan (PEP), based upon a template provided by NYSERDA. I will prepare such document in draft form and will include the information required by NYSERDA, such as a Work Plan and Performance Metrics. I will acquaint myself with the Project Benefits Metrics Report (PBMR) webinar (in whatever form it is available), conducted during 2014 by NYSERDA, prior to preparation of the PEP.
- 1.2 Contract Management and Quarterly Progress Reports. GREENPLAN will participate in monthly calls with the Village and NYSERDA and face-to-face meetings as needed to discuss project status.

GREENPLAN will coordinate with NYSERDA and the Code Update Committee, working in conjunction with the Regional Outreach Coordinator (ROC), on schedule and conduct, on an as-needed basis through in-person visits, conference calls or face-to-face meetings to verify project requirements and the completion of project milestones. GREENPLAN will assist in the preparation of quarterly progress reports, in a format specified by NYSERDA and the Code Update Committee, by preparing such reports in draft form. Each report will provide:

- A summary of progress and accomplishments over the previous quarter, including a discussion of major tasks and deliverables completed in the prior quarter;
- Explanation of Contract amendment activities completed in the previous quarter with backup documentation including timesheets showing hours worked, hourly rate, staff person, and title;
- Explanation of current quarter's activities and plans, including tasks and deliverables to be completed;
- Discussion of any major issues or problems met during the prior quarter, deviations from schedule and budget and other issues related to the successful outcome of this contract.
- If the project timeline extends past the Contract completion date, GREENPLAN will continue to assist in preparing quarterly reports, but no additional payments will be expected for doing so.

- 1.3 Final Report and Technology Transfer. GREENPLAN will assist the Village in the preparation of a Final Report as specified by NYSERDA, will assist in the dissemination of final project deliverables to the public, and assist in the preparation of press releases and other reasonable requests by NYSERDA to publicize the project.

2. Task 2: Prepare Draft Village Code Amendments

GREENPLAN will perform the following activities under this task and will assist the CUC and Village Board in the preparation of all deliverables, as per NYSERDA's list as follows:

- 2.1 Attend meetings of the Code Update Committee (CUC) on an as-needed basis and assist in drafting the Code Amendments before submission to the Village Board of Trustees for review. I will attend Committee meetings at the call of the CUC for the duration of the Draft Village Code Amendments process. Stakeholder input will be essential to the success of the Code Amendments process. Throughout the duration of the project, my role will be to guide and respond to the CUC, Village Board, and stakeholders on planning and zoning best practices so that the public interest is served, the CUC's work can be completed in accordance with NYSERDA's "Statement of Work," and the Village will be better positioned afterwards for approval of a Local Waterfront Revitalization Program document.
- 2.2 GREENPLAN will prepare the following draft Code Amendments or some variation thereof, addressing the topics below, as set forth in the NYSERDA Agreement with the Village and as approved by NYSERDA. GREENPLAN will assist the CUC in reaching consensus on each Code Amendment. Such Amendments will include documentation of how the Amendments were developed, including sources such as the "Village Comprehensive Plan," "Local Waterfront Revitalization Strategy" document, "Draft Local Waterfront Revitalization Program" document, NYSERDA's recommended "Technical Guidance Manual for Sustainable Neighborhoods," community input from Task 3 below, the CUC, the Village Board, Planning and Zoning boards, and

my own background in preparing Code Amendments.¹ It is assumed that preparation of the draft Code Amendments in each category will go through an iterative process of preparation, revision and revision again until consensus on the best approach for the Village is reached. Throughout this process, legal counsel will be sought as needed.

A. Use Category:

- Permitted Use Standards;
- Evaluate Restricting Main Street Shop Front Buildings to Commercial Uses;
- Home Occupation Standards;
- Evaluate Accessory Building Standards;
- Evaluate Accessory Apartment Standards;
- Detached Garage Standards;
- Livable Floor Area Standards;
- Evaluate Overnight Accommodation Standards;
- Evaluate Waterfront Recreation Standards; and
- Parking Standards, including Standards for Metered Parking.

B. Appearances Category:

- Area and Bulk Regulation Standards;
- Maximum Lot Coverage and Setbacks Standards;
- Standards for the Preservation and Restoration of Cultural Features;
- Sign Standards;
- Standards for Three Story Buildings;
- Landscaping Within and Around Parking Lot Standards; and
- Fence Standards.

C. Environment Category:

- Outdoor Lighting Standards;
- Evaluate Steep Slope Standards;
- Evaluate Flooding Standards;
- Evaluate Adopting a Ridgeline Protection Overlay District; and
- Green Building Standards.

D. Procedures Category:

- Evaluate Permitting Conservation Easements/Façade Easements;
- Evaluate Outright Demolition of Existing Structures;
- Evaluate Permitting Conservation Subdivisions;
- Amend Subdivision Regulations; and
- Evaluate Adopting Waterfront Consistency Review Law.

E. Consistency and Clarity Category:

- Amend the Village Code for Clarity and Consistency;
- Revise the Zoning Map if necessary to include new zoning districts and revised boundaries for existing zoning districts, based on the recommendations of the Village's existing Comprehensive Plan, the Local Waterfront Revitalization Program, and the CUC's work tasks; and

¹ Includes Zoning and Subdivision regulations that have been cited as models in publications or websites of the New York State Association of Towns, New York Department of State's website, Pace University Land Use Law Center, American Farmland Trust, Harvard Environmental Law Review, Glynwood Center, and the Institute of Local Self-Reliance New Rules Project.

- Address consistency with Draft LWRP.

3. Task 3: Public Input Sessions

From my experience, I have found that communities are most successful when planning includes consistent resident engagement. My belief is that this should be thoroughly incorporated into the planning process to ensure Village residents feel they can take ownership of the process. GREENPLAN will assist the CUC with organizing, preparing materials for distribution, publicizing, and conducting a minimum of five (5) Public Input Sessions for each of the five categories, outlined in Task 2.2 above, to obtain public comments on the draft Village Code Amendments. This will include development of presentations of the work completed up to the date of the individual Public Input Session and facilitation of discussions (if necessary) to ensure all viewpoints are heard. GREENPLAN will assist the CUC with preparation of the deliverables for this Task.

4. Task 4: Prepare Final Village Code Amendments

GREENPLAN will revise the draft Village Code Amendments based on the Public Input Sessions and prepare revised draft versions for the CUC, Village Board and for public review.

5. Task 5: Adoption of Final Village Code Amendments and Zoning Map

GREENPLAN, together with legal counsel by Warren Replansky or such other attorney of the Village Board's choosing, will assist the Village Board in performing the following activities, including preparation of all deliverables outlined in the NYSERDA Agreement:

- Preparation of Public Meeting Notices, Review Documentation, filing of the Final Code Amendments with the Village Clerk, State and local agencies, preparation of all relevant resolutions for action by the Village Board, and assisting with the preparation and handling of all referrals and notices required by law.
- Assist in conducting public hearings, as required by law, and assisting in the development of responses and, as needed, revisions to the Code Amendments, based upon the public hearings, review by other agencies including but not limited to the Putnam County Planning Board, the Village of Cold Spring Planning Board, and other public and agency comment.
- Conduct the State Environmental Quality Review Act (SEQR) Review by preparing and filing all documents necessary to ensure full compliance with SEQR.
- Establish the Village Board of Trustees as SEQR Lead Agency for review of the action.
- Prepare a Full Environmental Assessment Form (EAF) and a Negative Declaration or a Positive Declaration and Generic Environmental Impact Statement (GEIS), if the Village Board determines a GEIS is necessary. This proposal assumes that an EAF and a Negative Declaration will be sufficient to document the potential environmental affects of the proposed Code Amendments and this has been confirmed through a telephone conversation on June 4, 2015 with Jennifer Manierre, NYSERDA Project Manager for Cold Spring. If the Village Board decides that a GEIS is necessary, any additional specialized studies the Village Board determines may be necessary, such as a Traffic Impact Study or other highly specialized study that would require the services of an outside expert, are excluded from this proposal. In this case, the costs of such studies would be billed directly and separately to and borne by the Village. However, GREENPLAN will assist the Village in hiring any third party experts that it requires, and the additional costs of such experts and their work would be billed directly and separately to and borne by the Village.
- Assist the CUC and Village Board with preparation and dissemination of paper copies of the proposed Code Amendments and SEQR documents. Electronic versions of the documents will be

prepared in PDF file format and will include relevant internal hyperlinks to enable expedited review of digital documents.

- Include proposed revisions to the Village Code, prepared separately by the Historic District Review Board, if the two concurrent processes intersect in a timely manner.
- Such other work tasks as specified in the NYSERDA Agreement or as agreed to during the Code Amendments process.
- This proposal includes a budget item, in the amount of \$4,575, for the Village to pay for contingencies such as printing, minutes, notices, community outreach and any other direct expenses encumbered by the Village for the Work Tasks.

6. Budget

GREENPLAN's not-to-exceed fee proposal for work specified above is \$50,000. This fee is based upon an assumption of 400 hours of work, over a period of 18 months, at an hourly rate of \$125 per hour. Time in excess of 400 hours will not be billed in order to complete the tasks outlined in this proposal and as defined in the Village's Agreement with NYSERDA. My understanding is that a structured billing approach, in line with NYSERDA's submission of deliverables tie in with specific tasks, is preferred by the Village. I propose to invoice for work performed pursuant to the availability of funds from NYSERDA, as defined in the "Milestone Payment Schedule" in the NYSERDA Agreement.

As requested, I have investigated legal input by a land use attorney. Warren Replansky has previously served the Village Board on Zoning Amendments and other Village matters. I spoke with Mr. Replansky and he is available to provide legal advice throughout the 18 month NYSERDA project, assisting in the drafting of Code Amendments language, assist in the conduct of public hearings, and certifying that the law was properly adopted, should be Village Board decide to use his services. Mr. Replansky has informed me that he would prefer to bill for his services separately but has agreed that his involvement on the project will require no more than the budget item identified as "Attorney's Fee" in the table below. His fee is based upon an assumption of 46 hours of his time at a rate of \$175 per hour.

GREENPLAN Proposed Cold Spring Code Update Project Budget	
Work Task Item	Budget Amount
Task 1: Contract Management (GREENPLAN)	\$3,743
Task 2: Draft Code Amendments (GREENPLAN)	\$36,078
Task 3: Public Input (GREENPLAN)	\$958
Task 4: Final Code Amendments (GREENPLAN)	\$4,311
Task 5: Adoption, SEQR, Documentation (GREENPLAN)	\$4,910
Attorney's Fee (WARREN REPLANSKY)	\$8,050
Contingency, Printing, and Direct Expenses (VILLAGE)	\$4,575
Total Project Cost	\$62,625

All work outlined within this proposal can be accomplished within the 18 month timeframe established by NYSERDA. I am committed to carrying out each task, as described herein, so that the project is concluded within the required timeframe, meaning that the Code Amendments are filed in the second quarter of 2017. However, delays beyond my control can and do occur on projects such as this. In this case, GREENPLAN

cannot be held responsible for delays that may occur due to the failure of any other party (including the CUC, Village Board, NYSERDA, or other party) to meet its own responsibilities on time. Such delays may involve extensions of the timeframe between NYSERDA and the Village, which I will agree to provide, as long as they are reasonable. In addition, GREENPLAN cannot be held responsible for delays to the timeframe as a result of delays related to execution of the Village's Agreement with NYSERDA or for delays caused by the Village in the execution of an Agreement between GREENPLAN and the Village.

I am prepared to begin work on the project upon execution of an Agreement between the Village and GREENPLAN. I look forward to continuing to serve the Village's planning and zoning needs.

Very Truly Yours,


J. Theodore Fink, AICP
President

SCHEDULE C

SCHEDULE D

GREENPLAN

2012 Schedule of Municipal Fees

Personnel Charges	Rate Per Hour
Principal Planner	\$140 per hour
Senior Planner	\$110 per hour
Environmental Specialist	\$90 per hour

Direct Costs

Reimbursable expenses are in addition to personnel charges, are billed at cost, and include expenditures made in the interest of the project for the expenses as listed below:

- Reproduction of reports, drawings, photocopies and blueprints.
- Messenger and express service deliveries where required.
- Purchase of maps, photographs, ordinances, plans and other documents directly related to and necessary to complete contractual obligations.

Subcontractors

Subcontractor's work will be billed at cost plus 5%.

Billing

Project costs will be billed monthly, payable net 30 days. Delinquent payments will be assessed a 1.5% per month finance charge.

OFFICE OF
VILLAGE OF COLD SPRING
VILLAGE CLERK
REQUEST FOR PROPOSALS
FOR
THE PURCHASE OF
BITUMINOUS CONCRETE
FURNISHED DELIVERED & LAID IN PLACE
FOR SECTION OF PAULDING AVENUE, WALL STREET
AND THE MUNICIPAL PARKING LOT ON FAIR STREET

DATE: AUGUST 19, 2015

INCLUDES: NOTICE OF PUBLIC ADVERTISEMENT
GENERAL INFORMATION
SPECIFICATIONS
INSURANCE REQUIREMENTS
NON-COLLUSION FORM
PROPOSAL & BID QUOTE FORM

Mary Saari, Village Clerk

Notice to Interested Contractors

Sealed bids will be received by the undersigned Village Clerk of the Village of Cold Spring at her office in the Village Hall, 85 Main Street, Cold Spring, New York 10516, until Thursday September 3, 2015 at 1:00 p.m. when same will be publicly opened and read aloud for sale to the Village of Cold Spring of:

Bituminous Concrete Furnished, Delivered, and Laid in Place meeting specifications of the Village of Cold Spring Highway Department.

Copies of the specifications may be obtained from the office of said Village Clerk at the above address.

The right is reserved to reject any and all quotes.

Contractors are required to contact Ed Trimble, Highway Foreman at 845-265-4883 prior to submission of quote to review job specifications and tour the project location. All purchase contracts awarded pursuant to this notice shall be subject to the provisions of Section, 103-A, 103-B and 103-D of the General Municipal Law.

Dated: August 19, 2015

Mary Saari, Village Clerk

Date: August 19, 2015

VILLAGE OF COLD SPRING HIGHWAY DEPARTMENT

COLD SPRING, NY 10516

INFORMATION FOR INTERESTED CONTRACTORS

Price quotes will be received at the Office of the Village Clerk of the Village of Cold Spring, Village Hall, 85 Main Street, Cold Spring, NY 10516 for the purchase of: BITUMINOUS CONCRETE –FURNISHED, DELIVERED AND LAID IN PLACE

Copies of the specifications may be obtained at the office of the Village Clerk of the Village of Cold Spring.

Sealed quotes will be received at the Office of the Village Clerk, Village of Cold Spring, 85 Main Street, Cold Spring, NY until 1:00 p.m. on September 3, 2015 at which time the quotes will be publicly opened and read aloud:

The right is reserved to reject any and all proposals.

GENERAL INFORMATION

TAXES: Purchases by the Village of Cold Spring are not subject to any Local, State or Federal excise tax.

PRICE: The bid price shall be “Net” and shall include all delivery charges to the location specified in paragraph titled, “Delivery”.

AWARD: The item above is for the particular use of the Village of Cold Spring Highway Department and must meet the requirements of the Department as interpreted by the Village of Cold Spring Highway Foreman. Failure to supply as guaranteed may disqualify contractor from future contracts. Award will be made on each specific item as shown on the proposal form.

DELIVERY: Delivery is to be made to the section of the Village Streets named, “Paulding Avenue, Wall Street and the Municipal Parking Lot on Fair Street, or such other area as designated by the Highway Foreman.

SUBMITTED PROPOSALS: Quotes shall be prepared and submitted on the proposal form furnished by the Village Clerk in the Village of Cold Spring Village Hall and accompanying specifications. The proposal shall be completely executed either in ink or typed. The proposal shall be submitted with SPECIFICATIONS ATTACHED in a sealed envelope addressed to Mary Saari, Village Clerk, Village of Cold Spring, 85 Main Street, Cold Spring, NY 10516 and clearly marked.

BITUMINOUS CONCRETE- FURNISHED DELIVERED & LAID IN PLACE

THE LIMIT FOR
SUBMISSION OF
PROPOSALS

All proposals including those mailed will be received at the office of the Village Clerk up to only 1:00 p.m. of the date indicated in the advertisement.

OPENING OF
BIDS:

Pursuant to Section 103, Paragraph 2 of the General Municipal Law, all quotes received shall be publicly opened and read at the Office of the Village Clerk, of the Village of Cold Spring, NY at 1:00 p.m.

DATE: September 3, 2015

REJECTION:

The right is reserved to reject any and all proposals.

NYS CONTRACTS: The village reserves the right to purchase items included in this bid from the New York State Contracts when available.

COMPLIANCE:

The contractor shall comply in all respects with the Village and State Law requiring permits for work and operation of contractor's properties and facilities and prevailing wage.

EXPIRATION

This request for quotes expires on September 3, 2015.

VILLAGE OF COLD SPRING
SPECIFICATIONS
FOR BITUMINOUS CONCRETE – FURNISHED, DELIVERED
AND LAID IN PLACE

Section 403- HOT MIX ASPHALT CONCRETE-LAID IN PLACE

1. DESCRIPTION OF WORK:

The work under this item shall consist of furnishing all labor, materials and equipment necessary to furnish, deliver and place asphalt concrete on:

Section of Paulding Avenue measuring 280' x 33'

Wall Street measuring 475' x 24'

Municipal parking lot on Fair Street 145' x 100'

The location, types and quantities are as directed by the Highway Foreman of the Village of Cold Spring. The work contemplated under this item shall conform except as herein modified, to all the requirements of Section 400- Bituminous Pavement- of the New York State Department of Transportation Standard Specifications dated January 2, 1981 including addenda.

2. MATERIALS:

2.1 Item # 403.178202 ASPHALT CONCRETE TYPE 6F2 TOP COURSE

All materials to be incorporated in the work shall conform to the requirements of Section 400 referenced above.

All Asphalt Concrete shall also be subject to the approval of the Highway Foreman at the project site.

If in the opinion of the Highway Foreman, testing of the Asphalt Concrete is required, it shall be done at the expense of the Contractor and by an independent testing laboratory chosen by the Highway Foreman.

3. CONSTRUCTION DETAILS:

**CONTRACTOR MUST MEET WITH HIGHWAY FOREMAN TO WALK-
THROUGH PROPOSED JOB, PRIOR TO SUBMISSION OF QUOTE.**

3.1 The Contractor shall conform to all construction details specified in Section 4700 of the New York State Department of Transportation Standard Specifications of January 2, 1981 and addenda except as modified herein.

3.2 Only work performed in the presence of the Highway Foreman or his authorized representative will be accepted for payment under this item.

3.3 Each load of Asphalt Concrete delivered to the job site must be accompanied by a copy of a certified weigh masters certificate or recording tape from an approved measuring computer and a delivery ticket showing the batch time, the truck number and the material type. Both of these documents shall be given to the Highway Foreman or his authorized representative before each truck begins to discharge its load. Any asphalt concrete delivered to the job site without these documents will be rejected, immediately removed from the site and not offered for acceptance again.

3.4 The Contractor shall have a competent representative or Foreman present on the job site at all times, who shall follow without delay, all instructions of the Highway Foreman or his representative and shall have full authority to supply labor and material immediately.

3.5 The contractor's attention is directed to the requirements set forward in section 400 of the New York State Department of Transportation Standard Specifications relating to Compaction (401-3.12). The Contractor shall have on the job site, the necessary number of compaction devices in good operation condition prior to the placement of any Asphalt Concrete and at all times that work is being performed.

3.6 Blacktop shall be laid generally to a thickness of 3" inches.

3.7 Contractor is required to mill in front of driveways, and other seam connections and in other locations as specified by the Highway Foreman.

3.8 Contractor is required to lay a shim coat as designated by Highway Foreman.

3.9 Longitudinal joints will not be allowed to exist for longer than two (2) hours and under no circumstances allowed to exist overnight.

3.10 Contractor is required to key the end seam connection.

3.11 The paver must be capable of extending to 18' or wider.

3.12 Contractor is responsible for hauling away and disposal of all materials including excess blacktop and millings.

4. METHOD OF MEASUREMENT

4.1 The materials covered by this item will be measured as follows:

Asphalt Concrete- In Place – the number of tons of compacted material in place.

5. BASIS FOR PAYMENT

The unit price quoted per ton for all asphalt concrete items shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work, all to the satisfaction of the Highway Foreman.

6. TIME REQUIREMENT

Under the agreement of this quote all paving must be complete by _____ unless mutually agreed upon with the Mayor.

VILLAGE OF COLD SPRING INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENTS

It is a requirement of the Village of Cold Spring that for work performed under contract and/or permit authorized by the Village of Cold Spring Highway Department and /or any event or performance conducted on Village property that the contractor or permittee procure and maintain at their own expense and without expense to the Village of Cold Spring, until final acceptance of the work by the Village the Insurance listed below:

Before commencement of any work, event or performance, a Certificate or Certificates of Insurance must be furnished the Village of Cold Spring Clerk in forms satisfactory to the Village Attorney.

All Certificates of Insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the Village of Cold Spring Village Clerk.

When required by the Village of Cold Spring the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

The KINDS OF INSURANCE, LIMITS AND/OR CONDITIONS ARE AS FOLLOWS:

A. Worker's Compensation- Statutory- covering all operations and all locations involved in the contract, including the following coverages:

1. Premises Operations
2. Independent Contractors & Sub-Contractors
3. Products and Completed Operations
4. Broad Form Contractual

C. Comprehensive General Liability –covering all operations and locations involved in the contract including, without limitation the following coverages:

1. Owned Automobiles
2. Hired Automobiles
3. Non-owned Automobiles

Unless specifically required each policy shall provide limits of not less than:

1. Bodily Injury Liability –per occurrence-single limit of \$1,000,000
2. Property Damage Liability –per occurrence- single limit of \$1,000,000

D. New York State Disability Benefits -Statutory

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT.

All policies and Certificates of Insurance of the Contractor shall contain the following clauses:

1. The Village of Cold Spring is named as an additional insured. Insurers shall have no right of recovery or subrogation against the Village of Cold Spring (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

2. The clause "other Insurance provisions" in a policy in which the Village of Cold Spring is named as an Insured, shall NOT apply to the Village of Cold Spring.

3. The insurance companies issuing the policy or policies shall have no recourse against the Village of Cold Spring (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.

4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the Contractor.

The following indemnification agreement shall be and it hereby, a provision of the contract and shall be endorsed on the reverse side of all Certificates of Insurance:

The Contractor, person or firm agrees to protect, defend, indemnify and hold the Village of Cold Spring and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expense or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof or of any other tangible or intangible personal or property right, or any actual or alleged violation or any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for all defend any such claims, etc. at his sole expense and agrees to bear all costs and expense related thereto even if it (claims, etc.) is groundless, false or fraudulent.

Bonding When required the Contractor shall upon execution of the agreement furnish and deliver to the Village of Cold Spring a faithful performance bond, equal to the total bid amount for said job, bond to be held by the Village of Cold Spring until final acceptance of the work covered by the agreement.

NON-COLLUSION FORM

The vendor hereby agrees to the provisions of Section 103-A of the General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning.

“(a) such person and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such a refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination by any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.”

The vendor does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-B of the General Municipal Law of the State of New York.

In accordance with the requirements of Section 103-D of the General Municipal Law of the State of New York, the bidder certifies that:

“a) By submission of this bid, the bidder and the person signing on behalf of the bidder certifies, and in case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose restricting competition.

It is further provided that no bid shall be considered for award where a bidder does not comply with Paragraph 1, 2, 3, (listed previously) unless, in the event he cannot comply, he so states and also furnishes a signed statement setting forth in detail his reasons, after which the head of the purchasing unit of the political subdivision or department, agency or official to which the bid is made is authorized to make a determination that any disclosure of price was not made for the purpose of restricting competition.

The signature of the Bidder to this proposal shall be deemed a specific subscription to the certificate required pursuant to Section 103-D of the General Municipal Law and the Bidder affirms that the statements therein are true under the penalties of perjury.

DATED _____ SIGN HERE _____
INDIVIDUAL OR LEGAL NAME OR
FIRM OR CORPORATION

BY _____

Post office address of Bidder is:

Street _____

City/State _____

Zip code _____

Telephone _____

PROPOSAL & BID FORM
FOR

BITUMINOUS CONCRETE
FURNISHED DELIVERED & LAID IN PLACE AND ALL OTHER COSTS AS
DESCRIBED IN BID SPECIFICATIONS

Start date:

NY STATE SPEC ITEM	MATERIAL DESCRIPTION	PRICE PER TON
403.178202	TOP COURSE TYPE 6F2	_____

Pursuant to your request and in compliance with "Information for Interested Contractors"
Dated: August 19, 2015, relating thereto, the undersigned hereby offers to furnish as
required by the applicable provisions of the specifications and all addendas issued by the
Village for the following prices:

AMOUNT IN WRITING AND FIGURES DELIVERED

Number of tons of Bituminous Concrete _____

Price per ton furnished, delivered and in place _____

Total price for job including Bituminous Concrete, furnished, laid in place and other
work as described in Bid Specifications _____

Attach additional sheet if needed

Upon the acceptance of this proposal, I hereby agree to comply in all respects with the
Specifications and to supply the items as indicated.

_____ BIDDER	_____ SIGNATURE
_____ COMPANY NAME	_____ DATE
_____ TITLE	_____ PHONE
_____ ADDRESS	_____ FAX

RECEIVED

AUG 05 2015

VILLAGE OF COLD SPRING

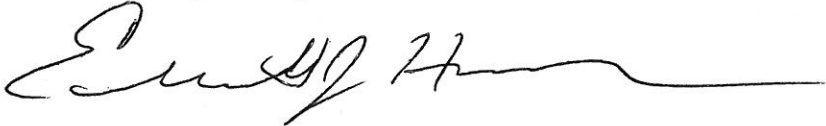
6 Constitution Drive
Cold Spring, NY 10516

August 5, 2015

Dear Mayor Merandy and Board of Trustees:

I would like to be considered a candidate to fill the open position on the Cold Spring Village Zoning Board. I was a previous member for ten (10) years and would like to be a member once again.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'Elliott J. Hammond', with a long horizontal flourish extending to the right.

Elliott J. Hammond

Village of Cold Spring
Board of Trustees Workshop
July 28, 2015

The Board of Trustees of the Village of Cold Spring held a workshop on Tuesday, July 28, 2015 at 7:00 p.m. in the Village Hall, 85 Main Street, Cold Spring, NY.

Attending were Mayor David Merandy, Trustees Frances Murphy, Michael Bowman, Cathryn Fadde and Marie Early. Also in attendance was Village Attorney, John Furst.

Mayor Merandy and Board met with Village Counsel from 7:00 to 7:35 p.m. The workshop meeting began at 7:40.

A resolution was presented to the Board for an authorization to enter into an **agreement with NYSERDA** in the amount of \$75,000 to update the Village of Cold Spring Code to conform with the Comprehensive Plan and Local Waterfront Revitalization Strategy. However, because of the removal of the updates to the Historic District Standards, the amount was decreased to \$62,625.00.

Trustee Early made a motion to approve the resolution as written with a second from Trustee Murphy. Upon discussion, Trustee Bowman asked if the Code Update Committee (CUC) had a formal vote to approve the resolution. Trustee Early explained that there wasn't a quorum at the last meeting but she reached out to the other two members and they were both in agreement. Donald MacDonald was in the audience and he concurred.

Trustee Bowman was not opposed to the NYSERDA Grant, however, he was not comfortable with the fact that the approval vote was not at a regularly scheduled meeting and therefore not noted in any minutes.

After the discussion, a vote was called for.

RESOLUTION # 26-2015

RESOLUTION TO AUTHORIZE ENTERING INTO AN AGREEMENT WITH NYSERDA

WHEREAS, in January 2014 the Village of Cold Spring was awarded a Cleaner, Greener Communities Phase II Implementation Grant through the New York State Energy Research and Development Authority (NYSERDA) in the amount of \$75,000 to update the village of Cold Spring Code to conform with the Comprehensive Plan and Local Waterfront Revitalization Strategy; and

WHEREAS, the award amount has been amended to \$62,625.00 related to the removal of updates to the Historic District standards; and

WHEREAS, the terms and conditions of this grant are set forth in the **annexed** NYSERDA agreement #39523 for the period from 9/16/2014 to 12/31/2017; and

WHEREAS, the proposed agreement has been extensively reviewed and approved by the Village of Cold Spring Code Update Committee, whose members have been tasked with making recommendations to the Village Board for code updates; and

WHEREAS, it is in the best interest of the village to enter into such agreement;

NOW THEREFORE BE IT RESOLVED that the Village of Cold Spring Board of Trustees approves of entering into agreement 39523 with NYSDA and hereby authorizes Mayor Merandy to execute the contract.

On roll call vote:

Trustee Frances Murphy voting Yes
Trustee Marie Early voting Yes
Trustee Michael Bowman voting No
Trustee Cathryn Fadde voting No
Mayor David Merandy voting Yes

Resolution 26-2015 officially adopted at a public meeting held on Tuesday, July 28, 2015 by a vote of 3-2-0.

Dated: July 28, 2015

Mary Saari, Village Clerk

A **schedule fee proposal** was prepared for the **Historical District Review Board** by Carolyn Bachan and Kathleen Foley, members of the HDRB, based on a request by Mayor Merandy to consider requiring applicants to provide escrow funds for those projects which involve outside costs. After much research, they found that no historic districts or landmark commissions in the State, with the possible exception of New York City, require escrows. Based on their research, Ms. Bachan and Ms. Foley recommended that the HDRB charge a fee of \$30 per application plus an additional \$80 for those applications that will require a public hearing.

Trustee Early made a motion to approve the following Resolution seconded by Trustee Bowman. However, after a discussion, it was determined that #4 should be changed from "This fee schedule shall go into effect immediately" to "This fee schedule shall go into effect as of September 1, 2015".

Mayor Merandy requested a vote to rescind the first motion made by Trustee Early. Trustee Murphy made a motion to rescind the first noted motion seconded by Mayor Merandy and carried with a unanimous vote. A second motion was made to approve Resolution 2015-27 as amended in #4 by Trustee Murphy with a second from Trustee Fadde. The motion was carried unanimously.

RESOLUTION #27-2015

RESOLUTION ESTABLISHING FEES FOR HDRB APPLICATIONS

WHEREAS, the Village of Cold Spring Historic District Review Board (HDRB) has analyzed the costs associated with processing applications for certificates of appropriateness; and

WHEREAS, the HDRB has recommended instituting an application fee of \$30.00 with an additional \$80.00 for applications that require a public hearing; and

WHEREAS, Village of Cold Spring Code sections 64-7 & 64-13 permits establishing application fees by Village Board resolution, except for those applications involving non-commercial signage; and

WHEREAS, the recommended fees are reasonably necessary to cover the costs of processing and enforcing certificates of appropriateness;

NOW THEREFORE BE IT RESOLVED that the Village of Cold Spring Board of Trustees hereby establishes an HDRB application fee schedule as follows:

1. A fee of \$30.00 shall be charged for an HDRB application for a certificate of appropriateness;
2. An additional fee of \$80.00 shall be charged for applications that require a public hearing;
3. No fee shall be charged for applications for non-commercial signage.
4. This fee schedule shall go into effect as of September 1, 2015.

Trustee Murphy moved the foregoing resolution which was seconded by Trustee Fadde.

On roll call vote:

Trustee Marie Early voting Yes
Trustee Frances Murphy voting Yes
Trustee Michael Bowman voting Yes
Trustee Cathryn Fadde voting Yes
Mayor David Merandy voting Yes

Resolution 27-2015 officially adopted by a vote of 5-0-0 at a public meeting held on Tuesday, July 28, 2015.

Dated: July 28, 2015

Mary Saari, Village Clerk

Village Account Ellen Mageean provided the following financial resolution for reallocations of the year end budget 2014-2015:

Resolution #: 25-2015

Moved by: Trustee Bowman,

Seconded by: Trustee Fadde

Resolved that (1) The Board of Trustees of The Village of Cold Spring hereby approves the following Budget Adjustment(s) for the **2014/2015** fiscal year:

(1)	To:	A00-1010-100	Board of Trustees: Personal Services	\$171.00
	To:	A00-1010-400	Board of Trustees: Contractual	\$760.00
	To:	A00-1010-405	Board of Trustees: Video Recording	\$145.00
	To:	A00-1325-400	Accountant: Contractual	\$438.00
	To:	A00-1410-100	Village Clerk: Personal Services	\$5,721.00
	To:	A00-1450-400	Elections: Contractual	\$2,080.00
	To:	A00-1640-410	Shared Services: Restroom	\$760.00
	To:	A00-1640-417	Shared Services: Village Hall Repair	\$658.00
	From:	A00-1210-400	Mayor: Contractual	\$227.00
	From:	A00-1410-400	Village Clerk: Contractual	\$826.00
	From:	A00-1420-400	Attorney: Contractual	\$1,531.00
	From:	A00-1420-410	Attorney: Special	\$5,577.00
	From:	A00-1620-100	Shared Services: Personal Services	\$2,572.00
			To reallocate the Board of Trustees, Accountant and shared services budget for year end.	
(2)	To:	A00-3120-110	Crossing Guards: Personal Services	\$121.00
	To:	A00-3120-470	Police Clothing: O'Rourke	\$195.00
	To:	A00-3120-471	Police Clothing: D'Amato	\$322.00
	To:	A00-3410-411	Fire Department: Gasoline	\$254.00
	To:	A00-3410-450	Fire: Electricity	\$318.00
	From:	A00-3120-100	Police: Personal Services	\$121.00
	From:	A00-3120-468	Police: Clothing Marino	\$517.00
	From:	A00-3410-440	Fire: Siren	\$572.00
			To reallocate the Police and Fire department budgets for year end.	
(3)	To:	A00-5110-100	Highway Street Maint: Personal Services	\$8,406.00
	To:	A00-5110-400	Highway Street Maint: Resurface	\$803.00
	To:	A00-5110-410	Highway Street Maint: Supplies & Materials	\$150.00
	To:	A00-5110-413	Highway Street Maint: Oil/Service	\$450.00
	To:	A00-5110-415	Highway Street Maint: Electric	\$295.00
	To:	A00-5110-440	Highway Street Maint: Telephone	\$196.00
	To:	A00-5110-475	Street Lighting: Legal & Engineering	\$930.00
	To:	A00-8160-100	Garbage: Personal Services	\$1,367.00
	To:	A00-8170-100	Street Clean: Personal Services	\$2,430.00
	To:	A00-8540-100	Storm Drain: Personal Services	\$663.00
	To:	A00-8540-440	Storm Drain: Multimodal Project	\$1,538.00
	To:	A00-3505-000	Multi-Modal (Revenue)	\$1,538.00
	To:	A00-5142-200	Snow Removal: Equipment	\$317.00
	From:	A00-5110-411	Highway Street Maint: Gasoline	\$3,788.00
	From:	A00-5110-420	Highway Street Maint: Equipment Repair	\$5,924.00
	From:	A00-8160-110	Recycling: Personal Services	\$1,196.00
	From:	A00-8160-400	Garbage Contractual	\$4,465.00
			To reallocate the Highway budget for year end	
(4)	To:	A00-5182-400	Street Lights: Contractual: General Street	\$1,039.00
	To:	A00-5182-440	Street Lights: Subway	\$684.00
	To:	A00-7410-400	Recreation: Contractual	\$424.00
	To:	A00-7140-430	Recreation: Tools & Consumables	\$554.00
	To:	A00-7550-400	Celebrations: Contractual	\$363.00

	To:	A00-8015-100	Zoning Update Committee: Personal	\$173.00
	To:	A00-8020-100	Planning Board: Personal Services	\$186.00
	To:	A00-9030-800	Social Security	\$651.00
	From:	A00-7110-400	Parks & Rec: Repairs & Improvements	\$4,074.00
			To reallocate budget to various line items that were over budget at year end.	

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

On roll call vote:

Trustee Frances Murphy voted: Yes
Trustee Marie Early voted: Yes
Trustee Michael Bowman voted: Yes
Trustee Cathryn Fadde voted: Yes
Mayor David Merandy voted: Yes

Resolution 25-2015 officially adopted on: Tuesday, July 28, 2015 with a vote of 5-0-0.

Mary Saari-Village Clerk/Treasurer

Trustees Murphy and Bowman discussed the **insurance proposal** provided to the Village by the **McKane Group, Inc.** Because the Village has not completed dam repairs, McKane Group cannot procure downstream dam coverage. Trustee Murphy pointed out that the village cannot proceed with these repairs until an agreement has been reached with the NYDEP. The upper dam has been monitored over 18 months and there has been no movement. Although there are villages and towns that do not have this coverage, Trustee Murphy said we would prefer having it. A special meeting will be held to make a decision after more information is received from NYMIR. The cutoff date is July 31, 2015.

Correspondence

Matthew Neidel sent an email requesting an exemption from any interest or penalties on the Village Taxes paid after June 30 for fiscal year 2015-2016.

They purchased the property at 13 Parsonage Street in February, 2015 and received their initial tax bill for \$1,087.30 which they paid promptly. Then a letter dated June 19 was mailed with a postmark of June 22 indicating a clerical error had been made and they owed an additional \$846.59 which gave them 8 days to pay before June 30 to avoid any interest or penalties. They were out of the country at the time and did not get this letter until July 15. They promptly paid their additional taxes upon their return and receipt of said letter.

Given the very short time period in which they were expected to pay the additional tax bill, they kindly request an exemption from any interest or penalties for paying the delayed tax bill.

Trustee Bowman made a motion to grant the exemption from interest and penalties levied on Mr. Neidel's property tax for a late payment. Trustee Fadde seconded the motion and the motion carried with a unanimous vote.

Betsy Mullinix requested a permit to do a still photography photo shoot in the Village. The shooting date will be August 6, 2015 between 9am and 6pm with a 15 member crew. There will be one car and one motorhome. The shooting areas are by the gazebo/water, various locations around Main Street and at the Philipstown Farm Market. (Note: the Philipstown Farm Market is out of the Village's district). Trustee Fadde made a motion to approve the permit contingent on the location of the motorhome. Trustee Bowman seconded the motion and with a unanimous vote, the motion carried.

A proposal was received from **IMA Technologies** to upgrade and migrate Laserfiche software. Anthony Adamo, the Village IT contractor, has reviewed and approved the proposal. After a discussion among the Board of approximate cost to the Village, the proposal was approved with a motion from Trustee Early and a second from Trustee Murphy. The motion carried with a unanimous vote.

The **Minutes of July 7, 2015** were presented to the Board for approval. Trustee Early made a motion to approve the minutes as written. Trustee Fadde seconded the motion and with a vote of 4-0-1, the motion carried. Trustee Bowman abstained as he was not present at this meeting.

The **bills**, as presented to the Board, were approved for payment with a motion from Trustee Early and a second from Trustee Fadde. The Board voted unanimously to approve payment of the bills as presented.

The following items were presented to the Board for approval from Paul Guillaro, Unicorn Contracting Corp and Butterfield Realty LLC, 3102 Route 9, Cold Spring, NY: Irrevocable Offer of Dedication of Recreation Easement to the Village of Cold Spring, Ironside Indemnity Inc. Performance Bond, Utility Easement Agreement, Declaration of Covenants and Restrictions (Age and Occupancy Restriction), Butterfield Realty-Declaration of Covenants and Restrictions Copper Beech Tree Protection Mixed Use Parcel and 2 Single Family Lots, Recreation Easement Agreement.

It is required that the Mayor sign the appropriate agreements. A motion was by Trustee Fadde for Mayor Merandy to sign the Irrevocable Offer of Dedication of Recreation Easement to the Village of Cold Spring, the engineer has already signed off on it, subject to the Mr. Furst's final review and comments. The motion was seconded by Trustee Bowman and the motion carried with a unanimous vote.

The Ironside Indemnity Inc. Performance Bond was approved for the Mayor's signature with a motion from Trustee Early and a second from Trustee Fadde. The motion carried with a unanimous vote. Mr. Guillaro had presented the Performance Bond to Mr. Furst and with the Board's approval, Donald MacDonald, Chair of the Planning Board, will sign the plat now that the Village Board has approved all forms. The Plat will now be sent to the County for their approvals.

On the agenda was the **appointment of a special inspector for the Butterfield Redevelopment Project**. However, because it has not been determined what account this position will be paid from, Mayor Merandy tabled the discussion until there are answers as to where the payments are coming from. Two proposals were received for this appointment: Ronald J. Gainer, P.E., PLLC and Michael A Gismondi, AIA Architect.

Trustees Early and Murphy sent an email to the Board regarding their suggestion of **meeting dates** based on a discussion from Mayor Merandy as to the possibility of decreasing the number of meetings every month. They proposed the Board hold a workshop on the 1st and 4th Tuesdays of each month with the

regular scheduled meeting on the 2nd Tuesday of each month. This leaves the 3rd and 5th (when applicable) open for any “special” meeting that needs to be called.

Trustee Early made a motion to approve the proposed meeting dates with a second from Trustee Fadde. With a unanimous vote, the motion was carried.

The Board had a discussion about the **Village’s Senior Picnic** regarding a date for the event. Two dates for August, when it is usually held, were 22nd or the 29th. Trustee Bowman suggested a September calendar when it might be a bit cooler. No date was decided upon. Trustees Early and Bowman will be on a committee for the event and it was suggested that Bruce Campbell also be asked to join.

Accountant Ellen Mageean will be asked to make a **spreadsheet** showing expenses and donations for the **July 4th Celebration**. This will give the Board a more definitive answer of the cost to the Village for the festivities.

Trustee Early discussed the possibilities of a mailing in appreciation of all the **volunteers** that worked on and during the **July 4th Celebration**. It was suggested that they also post it on the newly established Facebook page for the Village of Cold Spring.

The **Volunteer Appreciation Party** was discussed for January, 2016 with tentative dates of the 9th or the 16th to be held at the Cold Spring Fire Company. No decision was made.

Mayor Merandy explained to the Board that the **summer help** needed to be paid for his work with the Village Highway Department and he suggested to the Village Accountant a wage of \$12.00 per hour. The Board agreed that this was a good starting salary for the young man.

The Board received a resume from **Norah Hart with her request to join the Code Update Committee**. With a motion from Trustee Early to approve the appointment of Norah Hart to the CUC and a second from Trustee Murphy, the Board voted unanimously to approve the appointment.

Public Comment

Douglas Cunningham of the PCN&R asked what the justification was for the closed session beginning at 7:00. Mr. Furst explained that at any time, a client can seek legal counsel in private.

Trustee Early made a motion to adjourn the meeting. With a second from Trustee Bowman, and a unanimous vote from the Board, the meeting was adjourned.

Respectfully submitted,

Sandra L. Falloon

**MINUTES BOARD OF TRUSTEES MEETING
JULY 31, 2015**

The Village of Cold Spring Board of Trustees held a special meeting on Friday, July 31, 2015 at Village Hall, 85 Main Street, Cold Spring, NY beginning at 2 pm for the purpose selecting a general liability insurance proposal for coverage beginning on 8/1/2015.

Attending: Mayor David Merandy, Trustees Early and Bowman
Absent: Trustees Fadde and Murphy

Mayor Merandy opened the meeting. The board received two proposals for general liability insurance as follows:

Company	Address	Premium
McKane Group, Inc.	PO Box 1408 Pine Bush, NY 12566	\$60,841.13 doesn't include cyber liability coverage & excludes downstream dam coverage
Spain Agency, Inc.	625 Route 6 Mahopac, NY 10541	Option #1 \$62,185.41 excludes downstream dam coverage Option #2 \$72,026.51 includes downstream dam liability up to \$1,000,000 Option #3 \$78,736.51 includes downstream coverage up to \$6,000,000

In reviewing both proposals, Board members commented that some properties were over-valued especially the boat club, Tot's Park and dugouts. Further, there were questions about the amount of coverage for the contents of the firehouse, as the fire company currently insures their contents.

There was discussion on the option of downstream dam coverage, selection of the 1 million versus 6 million dollar limit for downstream coverage, and the budget to cover the increased costs.

It was proposed to cover the additional expenses for downstream dam coverage through the water fund budget.

After discussion, Trustee Bowman moved to select option #2 which includes up to 1 million dollars for dam downstream coverage, (provided by NYMIR through Spain Agency \$72,026.51) and seconded by Trustee Early and approved by a vote of 3-0. The village clerk was asked to follow up with Spain Agency about removing the coverage for the boat club building, and adjusting the dugout and Tot's Park values. Trustee Bowman was asked investigate coverage for the contents of the firehouse to determine if there were overlaps with the fire company insurance.

Trustee Bowman moved to adjourn and seconded by Trustee Early and unanimously carried.

Respectfully submitted,

Mary Saari, Village Clerk