



# VILLAGE OF COLD SPRING

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**GREGORY R. PHILLIPS, WATER SUPERINTENDENT**

vcswater@bestweb.net

## Board of Trustees Agenda January 10, 2017 at 6:45 pm

1. Pledge of Allegiance
2. Roll call
3. Executive session to discuss the employment history of a specific employee
4. Review of draft audit of financial statements for the period ending 5-31-2016
5. 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
6. Report of Water and Wastewater Departments- Proposed changes to Village Code
7. Report of Code Enforcement
8. Report of the Highway Department
9. Report Police Department
10. Justice Court Report
11. Report of the Mayor and Board of Trustees
12. Correspondence
13. Old Business- discussion of sale of property on Garden Street
14. New Business-
  - a. Consider severance package for E. Trimble
  - b. Discussion of draft inter-municipal agreement with the Town of Philipstown
  - c. Renew IT maintenance and support agreement
  - d. Review proposed changes to Chapter 126, Vehicle & Traffic and consider Resolution #1-2017 Setting public hearing
15. Approval of bills
16. Approval of minutes
17. Public Comment

December, 2016 report from the Code Update Committee:

Two new members were welcomed to the Code Update Committee – Elizabeth Bengel and Bonny Carmicino. This brings the group to 6 members.

NYSERDA disapproved payment of the first reimbursement request due to the movement of more than 10% of the funding within the tasks. As a result, NYSERDA has requested a new contract to reflect the reallocation of funding, and the inclusion of new dates for key checkpoints which now go into 2018. The new dates were sent to NYSERDA. We are awaiting a new contract from NYSERDA to address the movement of funds.

The CUC held two meetings in December. The committee continued outline preparation and research into the 7 topics in the “Appearance” category.

Respectfully submitted,  
Marie Early

more than fifteen (15) days, or both. **[Amended 3-27-79 by L.L. No. 1-1979; 11-25-97 by L.L. 97-03]**

- B. Obedience to any of the provisions of this Article may be enforced by injunction.
- C. Meter tampering: Any destruction, manipulation, disconnection, abuse or other interference with the meter, readout or wiring shall be considered a violation under the Penal Law and subject the offending party to the above penalties, furthermore the water rate for any quarter during which the meter is out of service due to tampering will be the highest non-metered rate in effect at this time. **[Added 11-25-97 by L.L. 97-03]**

**§ 130-15. Water rents. [Amended 11-25-97 by L.L. 97-03]**

- A. All rents shall be collected on an annual basis, payable quarterly, with collections to start on January 1, April 1, July 1, and October 1 of each year.
- B. To each bill remaining unpaid after the due date shown on the water bill a penalty shall be added at the rate of (12%) twelve percent on any overdue balance, assessed quarterly. **[Amended 2-27-01 by L.L. 2001-03]**
- C. All persons outside the Village of Cold Spring refusing or neglecting to pay water bills will be liable to have the water shut off and will be subject to legal action for collection of delinquencies.
- D. All water rents not paid by residents of Cold Spring become a lien on said property and shall appear with penalty added on the next bill of real estate tax.

- E.
  - (1) The following water rents are hereby established, and the Board of Water Commissioners is hereby authorized to make such changes from time to time as in its judgment may seem best. Changes in water rents may be made merely by resolution of the Board.

- (2) Annual Water Rates for the Village of Cold Spring

Rates: Residential Unit                      \$225.00/plus usage

**[Amended 6-29-04 by  
Board Resolution]**

Commercial Unit                              \$225.00/plus usage

Hookup new service                          \$750.00

(NEW) → Startup of new Meter/Cellular  
Endpoint in Multi-Unit Building  
or Complex                                      \$200 ea

**CELLULAR ENDPOINT** - the device attached to the water meter which electronically transmits flow data to billing software.

**§ 130-2. Definitions.**

The following terms, words and phrases, when used herein, shall be deemed to mean as follows:

**BOARD** – The Board of Water Commissioners of the Village of Cold Spring.

**CONNECTING PIPE** - The supply pipe which carries the water from the curb cock to the owner's premises.

**CURB COCK** - The fitting attached to the service pipe at the curb for turning on and shutting off water at the premises.

**REMOTE** - The device attached to the water meter to provide exterior meter reading  
[Added 12-5-00 by L.L. 2000-14]

**SERVICE PIPE** - The supply pipe leading from the corporation cock in the main to the curb cock.

**SUPPLY PIPE** - The pipe leading from the corporation cock in the water main to and through private property, to which one or more service pipes and/or connecting pipes are attached to deliver water to consumers. [Added 10-1965]

**TAP or CORPORATION COCK** - The fitting inserted in the main to which the service pipe is attached. It is used for shutting off water in case of repairs to the service pipe.

**UNIT** – [Added 11-25-97 by L.L. 97-03] A unit is a general term used to designate a water supply assessment basis. The term unit includes and may refer to any one of the following:

- A. Residential Unit: Water Supply to a Single Family Residence, as Defined in §134-2.
- B. Commercial Unit: Water supply to a commercial premises.
- C. Mixed Units: A combination of Residential and Commercial Units.
- D. Special Unit: Water Supply which because of limited or extensive use, special circumstances, temporary hookups, municipal use, or other factors the Board determines fall outside the limits of residential or commercial uses defined in §130-15 herein.
- E. Multiple Units: Any combination of two or more units.

**WATER MAIN** - The pipe in the street which delivers the water to the fire hydrants and/or to the service pipes attached thereto and which supplies the premises of owners and/or consumers.



# HIGHWAY DEPARTMENT MONTHLY REPORT

Month: *December, 2016*

GARBAGE TOTAL PICKED UP AND BROUGHT TO PLANT - 45 TONS – 5 trips

RECYCLE TOTAL PICKED UP AND BROUGHT TO PLANT – 24.1 TONS – 5 trips

- TREES: All trees requested by tree committee to be planted have been. That includes 7 trees that were delivered to shop and 4 that were dug up from Haldane and transplanted.
- LEAVES: There were 3 leaf pick-ups during December.
- SNOW: 3 Snow Events during December
  - Dec 11 – Salting only (coating) – 2 guys - 2 hours
  - Dec 12 – Plowing – 4” storm – all 4 guys – 3.5 hours
  - Dec 17 – Plowing am & pm – 6” storm – all 4 guys – 13 hours
    - Snowed for about 12 hours (2 a.m. to 1 p.m.). Daytime storm was a problem since there were about 30+ cars on all streets for entire duration of storm and day after
    - No tickets given 1<sup>st</sup> night, but on second night had to be done.
    - Crew came in 1 a.m. to 3 a.m. to remove snow from car spots that were snowed in
  - Snow Placement during storms is an issue. Some thoughts to possibly change how system currently works:
    - Midnight to 6 a.m. No Parking is not long enough for crew to get streets plowed. Midnight to 9 a.m. would be better
    - Signage for Winter Parking and rules are not consistent throughout village. Is it Dec 1 or Dec 15? April 1 or April 15?
    - Signs should also give information regarding Phone # to call (845-747-SNOW) and website where residents can find information regarding where they are allowed to park.
- WATER DEPARTMENT: There was 1 water line repair made with Water & Sewer personnel. 4” PVC pipe was leaking just off of Bank Street in the woods. Only reachable by walking – no machines. Hole was hand dug by both departments. Repair took several hours costing us 1 hour overtime for all employees.
- SIGNS: Many Signs were posted this month.
  - All Winter Parking signs were put up (at New Street by Boat Club & on The Boulevard at the old Battery Factory Property
  - Fire House & Church St have Fire Personnel Signs posted along west side of Church. No Parking signs have been removed from east side.
  - No Parking Signs have been put up at Lunn Terrace and Main Street to accommodate both buses and large trucks.
- MAIN STREET: Trees not covered by Main Street project have been planted. Some crosswalks have been repainted. One major crosswalk at Fair & Main is half done. When weather allows, other half will be done.

- HOLIDAYS: Since all end of year holidays fell on Sundays this year there was no disruption of garbage or recycling pick-up. All schedules remained unchanged
- MAINTENANCE:
  - White 2001 International Dump truck has gotten 4 new rear tires, new horn, all lights replaced. Truck is now ready to be re-inspected in January
  - Blue Ford F-150 Pick-up got new plow lights. After over 1 year of holding these on with zip ties, the ties finally broke.



# Village of Cold Spring Police Department

83 Main Street Cold Spring, New York 10516-2810  
**Telephone:** (845) 265-3407 **Dispatch:** (845) 265-9111 **Fax:** (845) 265-7635  
[www.coldspringpolice.us](http://www.coldspringpolice.us)

## MEMORANDUM

**TO:** Village of Cold Spring Board of Trustees  
**FROM:** PO George Kane – Officer-In-Charge  
**DATE:** 01/06/17  
**RE:** **January 2017 Monthly Report**

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The Village of Cold Spring Police Department would like to wish the entire community a Happy New Year!! We are pleased to report the following statics for the month of December 2016. Officers handled 58 calls for service and made one arrest for Criminal Contempt, the defendant was a 35 year old female from Brooklyn NY. Officers issued 49 moving violations to motorist for various vehicle and traffic infractions, and issued 82 parking violations to vehicles, 35 of these parking tickets were issued to vehicles for overnight parking during a snow emergency. Residents are reminded that whenever inclement weather is expected they should call and check the NO Parking Snow hotline at 845-747-SNOW (7669) and move vehicles to winter parking areas so that the Highway Department can clear the streets. The Police department will be issuing tickets to ALL vehicles left on the Street when No Parking overnight is implemented by the Village, Please note that vehicles may be towed at the expense of the owner and that the cost of retrieving said vehicle (to the Tow Company) can be very high. Why are we telling you this? Well here is the truth 1) We really do not want to tow your Car and see you waste your hard earned money getting it back 2) Officers do not enjoy standing out in the cold snow and ice at 2AM writing tickets to vehicles, and lastly 3) The Highway Crew will be able to do a much better job if vehicles are not on the street while they plow and finally We thank you in advance and look forward to not writing 40-80 parking tickets the next time a storm comes in.

Many Residents have been taking advantage of the Police Departments Dark House Program while they are away on vacation, we encourage all residents to do the same so that while you are away you can be assured that the Police are checking in on your home and deterring crime.

Lastly the Police department will continue to enforce overtime parking regulations throughout the winter months with special attention to Main Street.



# Village of Cold Spring Police Department

## Monthly Report:

Dec-16

### Incident/Events

Type of calls	Number of calls	Type of calls	Number of calls
911 Hang up	1	Abandoned vehicle	1
Aggravated harassment		Aided case	7
All other		Ambulance request	
Animal acting rabid		Animal bite	
Animal complaint other		Animal noise	1
Animal struck by motor vehicle		Assist fire department	
Assist citizen	1	Attempt to locate person	
Blocked driveway	1	Boyfriend/girlfriend trouble	
Burglary		Buglary attempt	
Burglary in progress		Car blocking	1
Child abuse		Civil matter	1
Conversion		Criminal	
Criminal impersonation		Criminal mischief	
Custodial interference		Disabled vehicles	1
Disorderly conduct/Disturbance		DMV suspensions/revocations	
Dog complaint		Domestic dispute	
Driving while intoxicated		Drug complaint	
Drug possession		Drug sale	
EMS		Extortion	
False (any type)	3	Family offense	1
Family court summons		Fire	1
Fireworks		Flooded	
Fraud		From building	
From vehicle		Gun shot fired	
Funeral escort		Harassment	1
Hazardous material/spill leak		Health & Safety hazard	2
Hit & Run	1	Illegally parked vehicle	
Impounded vehicles		Insufficient funds	
Leaving scene of accident		Littering	1
Lockout - residence		Lockout - vehicle	2
Loitering		Loud party	
Lost or Stolen license plates	1	Mental health incident	
Missing child		Missing person	
Natural disaster		Navigation accident	
Navigation complaint		Neighborhood trouble	
Noise complaint	2	Notification death or emergency	
Obscenity/pornography		Officer needs assistance	5
Open door		Other	3
Other accident		Person with a gun	
Personal injury		Possession of weapon	
Private property	1	Property damage	
Property found	3	Property lost	3
Property recovered		Property stolen	
Public property		Reckless driving	1
Robbery		Remove a person	
Repossession of vehicle		Robbery-in progress	
Robbery - other		Shoplifting	
Simple assault		Speeding vehicle	
Suicide attempt		Suspicious person	
Suspicious vehicle		Theft of services	
Transports		Trespass	2
Unattended death	1	Unauthorized use of a vehicle	
Unknown		V&T complaint	
Wires down		<b>Total number of calls for service:</b>	<b>58</b>



		Arrests	
Sex	Charge(s)	Counts each	
Female	Criminal Contempt	1	1

<b>Total number of arrests:</b>	<b>1</b>
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Number of tickets issued		Number of tickets issued	
AUO	1	Clinging to a vehicle	
Crosswalk violation		Disobey traffic control device	8
Driver's view obstructed		Equipment violation	3
Following too close		Glass tint violation	15
Imprudent speed		Insurance violation	
Lane violation		Leave scene of accident	
Muffler violation	1	No passing	
One-way violation		Operating w/suspended reg.	
Passed red light		Passing violation	2
Plate/registration violation	2	RT of way violation	
Seatbelt		Signal light violation	
Speed in school zone	3	Speeding	10
Stop sign violation		Tax law violation	
Traf device violation		Turn signal violation	
Turning violation		Unauthorized use license	
Uninspected motor vehicle	1	Unlicensed class driver	
Unlicensed driver	2	Unsafe start	
Use of cell phone		Violation of misc rules	1
<b>Total number of tickets issued:</b>	<b>49</b>		

<b>Parking Tickets Issued by Police Department:</b>	82
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<b>Total Number of Parking Tickets Issued:</b>	82
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**JUSTICE COURT**  
**VILLAGE OF COLD SPRING**  
85 Main Street  
Cold Spring, NY 10516

Thomas J. Costello  
Village Justice

Phone & Fax  
(845) 265-9070

**DECEMBER 2016 MONTHLY REPORT**

Fines, Forfeited Bails & Civil Penalties	\$ 4,380.00
Parking Tickets	1,915.00
Civil Fees	
Including Termination of Suspension Fees, Bail Poundage, Certificate of Disposition, Filing Fees, Small Claims, Transcripts of Judgment and Returned Check Fees	72.00
Mandatory State Surcharges	2,992.00
TOTAL	<u>\$ 9,359.00</u>

A check in the above amount is submitted herewith.

Respectfully,

Dated: January 5, 2017

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

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

Report date: 01/04/2017

12/01/2016 to 12/31/2016  
All Judges

STATUTE	COUNT	ADDITIONAL INFORMATION	
PL	2	Number of DWIs - 1192:	0
VTL	49	Number of AUOs - 511:	0
		Number of Speeds - 1180:	10
		Number of Defendants:	38
		Total Number Charges:	51
		Average Charges/Defendant:	1.34
		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

December 07, 2016

For your information, shown below is the "Distribution Summary" of all reports received by us from the Village Court for the month of November 2016.

### Receipts

Justice	Report Month/Seq	Amount
Thomas Costello	November 2016/01	\$7,177.00
	Total Court Receipts	\$7,177.00

### DISTRIBUTION SUMMARY<sup>1</sup>

Code	Trans	State	County	Village	Other	Amount
AA	7	0.00	0.00	375.00	0.00	375.00
AB	18	0.00	0.00	1,270.00	0.00	1,270.00
AC	8	405.00	0.00	120.00	0.00	525.00
AD	1	0.00	0.00	2,471.00	0.00	2,471.00
AH	4	0.00	0.00	250.00	0.00	250.00
AJ	2	0.00	0.00	35.00	0.00	35.00
BT	1	0.00	0.00	50.00	0.00	50.00
BU		0.00	25.00	0.00	0.00	25.00
BZ	1	0.00	0.00	25.00	0.00	25.00
CA		200.00	0.00	0.00	0.00	200.00
CB		1,090.00	0.00	0.00	0.00	1,090.00
CE		50.00	0.00	0.00	0.00	50.00
FF		70.00	0.00	0.00	0.00	70.00
FL		70.00	0.00	0.00	0.00	70.00
FO	1	0.00	0.00	0.00	0.00	0.00
FS		95.00	0.00	0.00	0.00	95.00
MS		576.00	0.00	0.00	0.00	576.00
TOTALS :		2,556.00	25.00	4,596.00	0.00	7,177.00

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



Village of Cold Spring,  
Water Treatment Plant &  
Highway Department  
2017  
Information Technology  
Service & Maintenance Contract  
Proposal

Prepared by:



Managed Technologies of NY, Inc.  
Anthony Adamo  
Address: 10 Shirley Drive  
Patterson, NY 12563  
Phone: (845) 363 8394  
E-Mail: [aadamo@managedtechpc.com](mailto:aadamo@managedtechpc.com)

# **The Project**

Prepared By: Anthony Adamo

Prepared For: Village of Cold Spring, Water Treatment Plant and Highway Department

The Village of Cold Spring, Water Treatment Plant and Highway Department I.T. Infrastructure currently has one (1) server and eleven (11) workstations (including four (4) workstations utilized by the Water Treatment Plant and one (1) workstation utilized by the Highway Department) utilized by the municipality for all required municipality related tasks that are currently maintained by the undersigned. In choosing to continue a service contract with Managed Technologies of NY, Inc. the Village of Cold Spring, Water Treatment Plant and Highway Department will continue to ensure a prolonged use of its ever-changing computing infrastructure for the future of the system regarding uptime, security and usability. This continued use and dependency with computers not only comes with a continued rise of importance in keeping the information protected and backed up, but also the rise of importance in keeping the computers protected and guarded against the ever-growing number of viruses and spyware threats as well as threats from individual users whether by mistake or malice from internal or external points in the network. These are issues that will forever be present in any computer infrastructure environment no matter the number of computers or users.

## **The Assessment**

Current Computer System and Network Configuration:

As stated above, the current computer infrastructure of the Village of Cold Spring, Water Treatment Plant and Highway Department consists of one (1) server and eleven (11) workstations. The breakdown for the hardware is as follows. Regarding servers, there is one server currently being utilized by the municipality which is the main network domain server which manages the network and its security. Regarding workstations, there are six (6) workstations utilized by the Village Offices and four (4) workstations utilized by the Water Treatment Plant and most recently added, one (1) workstation utilized by the Highway Department. Regarding printers and scanners, all workstations within Village Offices all can utilize the main copier as a printer. In addition, all workstations except for the Mayor and Trustees have printers at the same workstation. The two desktop workstations utilized by the Water Treatment Plant have their own printers at each location. Although the Water Treatment Plant has workstations at two separate locations, they are connected by a secure VPN connection. The Highway Department has a workstation with its own printer in the same office. In terms of age of the equipment (being estimates), the workstations are fairly new and have been replaced within the couple of years collectively; the copy machine is under a contract with a separate vendor but it is managed on the network by the undersigned. The printers utilized by the Clerk and Treasurer specifically are aged but in good working condition.

## The Maintenance Solution – Explained

Proposal to Service and Maintain the Information Technology System:

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

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

Servers: VCS-AD1

Workstations: Mayor, Clerk, Treasurer, Vital Stats, Board of Trustees, Building Department, Fair Street Treatment Plant, Fishkill Road Treatment Plant, Water Treatment Plant Laptop1, Water Treatment Plant Laptop2, HW-Dept-1

Printers: Main copy machine at the Village Offices, Clerk's Printer, Treasurer's Printer, Vital Stats Printer, Building Department Printer, Fair Street Treatment Plant Printer, Fishkill Road Treatment Plant Printer, Highway Department Printer

Routers/Switches: Main Internet Router, Treasurer's Office Switch, Clerk's Office Switch Router, Court Office Router, Fair Street Treatment Plant Router, Fishkill Road Treatment Plant Router, Highway Department Router

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

## The Service & Maintenance Solution – Included Items/Services and Associated Costs

### Hardware

No extra hardware is required for system service and/or maintenance.

### Labor - Flat Rate Monthly Service Includes:

- Unlimited support requests submitted by call/text/email/web form.
- Unlimited remote support for all and any support requests.
- Unlimited on-site support – utilized only when absolutely necessary.
- Monitor system backups, test and remedy if issues arise.
- Windows and other system software updates.
- Antivirus checks to ensure found viruses (if any) are removed and remedy if not.
- Spyware protection check & remedy if any is found & not automatically removed.
- Check workstation system and application logs for errors and/or items requiring attention and remedy.
- Check server roles for errors and/or items requiring attention and remedy.
- Network/Software issues related printing troubleshooting and remedy.
- VPN availability/troubleshooting/remedy for devices connecting remotely.
- Network user account addition/modification/deletion for the network/domain.
- Act as a liaison for other software/hardware vendors.
- Ensure network/server/workstation uptime and availability.
- 1 hour response to any reported issue (may be phone/email/text/on site).
- Troubleshoot and remedy any issues reported relating to the information technology system - If issue is related to software provided by vendor, assume role of liaison
- Troubleshoot hardware issues that may arise for already installed/covered items and provide a remedy (may require additional fees depending on remedy).

### Flat Rate Coverage Plan:

Total Monthly Cost	\$ 320.00
(Server = \$45/monthly, PCs (w/A.D.)= \$25/monthly, Router/AP = waived, Printer = waived)	
Total Yearly Cost	\$ 3,840.00



## Terms of Service

If Village of Cold Spring, Water Treatment Plant and Highway Department decides to enter into contract with the undersigned for an on-going maintenance plan, the following will apply.

1. Consulting charges outside of this contract are bill at an hourly rate of \$70.00/Hour
2. Replacement parts and hardware are not covered and will be purchased with approval and billed at the time of replacement.
3. Non-Emergency Service Support Call fees are as follows:
  1. There will be no service call charges applied to any on-call non-emergency remote support services.
4. Emergency Service Support Call Fees are as follows:
  1. During the hours of 7:01 AM to 7:00 PM there is an initial \$100 service fee
    1. Hourly charges are not billed as part of this contract.
  2. During the hours of 7:01 PM to 7:00 AM there is an initial \$175 service fee
    1. Hourly charges are not billed as part of this contract.
5. Managed Technologies of NY, Inc. will have full access to the system and data and be the sole entity authorized to make system changes at the request of municipality personnel.
  1. This is done to ensure system uptime and stability and provide a guaranteed level of service to the customer and ensure no other entity has the availability to make changes and therefore compromise the system, its data or any support being conducted by Managed Technology of NY, Inc. staff.
  2. Managed Technologies of NY, Inc. will provide the Administrator password as a failsafe to the municipality to only one critical municipality contact. This will ensure accountability and offer access to the municipality personnel in the event the contract is cancelled.
6. New projects / hardware additions / replacements are not included in the attached service and maintenance contract.
7. If there is a new completed project/hardware addition/replacement added to the municipality's technology system and the Village of Cold Spring, Water Treatment Plant and Highway Department would like it added to the current maintenance contract this can be accomplished.
  1. An amendment contract will be created explaining the addition of the new item(s) and charge(s) for the added item(s) and be calculated into a new monthly fee with signatures from the service provider and customer showing agreement.
  2. The new fees would take effect the month when it is decided to be added and the amendment is agreed upon.
8. With respect to new projects and/or hardware additions/replacements and/or services not listed in the included "Service & Maintenance Solution – Included Items & Associated Costs"
  1. These items will be billed at the time of service separate from maintenance contract invoices and not included, mentioned or described in the maintenance contract invoices.
9. Most, if not all, maintenance will be conducted via secure remote connection.
10. When an issue is reported, there will be a maximum 1 hour initial response time.
  1. The customer or reporting member of the municipality will receive a response via phone call, text or email within 1 hour.

2. The issue may require further scheduling to resolve the problem.
11. All issues are regarded as urgent and a resolution will be applied as soon as possible.
12. This Service and Maintenance Contract will commence on February 1, 2017.
13. Payment Terms:
  1. The Village of Cold Spring, Water Treatment Plant and Highway Department will be billed every 1 Month(s), or 30 days from:
    1. The date of February 1, 2017 for this maintenance contract, which will be in effect for no more than one year from this date.
  2. Late payments:
    1. Recurring monthly invoices for maintenance require payment within 30 calendar days of invoice date.
    2. Service Call Fees, ordered parts and other invoices from Managed Technologies of NY, Inc. may be due within a different time periods which will be listed on the invoice and the customer is responsible to ensure those terms are met.
    3. If payments for any recurring invoices, service call fees, ordered parts or any other invoices from Managed Technologies of NY, Inc. related to this contract or not, are not received within the allotted time period as designated on the invoice, a 3% late fee with minimum charge of \$35 is charged with a separate invoice number and services rendered as part of this service and maintenance contract including on-going service calls, monitoring, new service calls will be halted until overdue invoices and associated late fees are paid in full.
14. If the customer wishes to cancel the service and maintenance contract before its expiration date for any reason, the customer will be responsible to pay the sum of all remaining monthly payments for the term of the contract in full.
15. As a requirement of my insurance company for additional purchased coverages:
  1. Disclaimer of Warranty and Liability: To the maximum extent permitted by applicable law all services provided by Managed Technologies of NY, Inc. are without warranties, conditions, representations or guarantees of any kind, either expressed, implied, statutory or otherwise, including but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, title, noninfringement, or fitness for a particular purpose. Managed Technologies of NY, Inc. does not warrant the operation of its offerings will be uninterrupted or error free. The Village of Cold Spring, Water Treatment Plant and Highway Department bears the entire risk as to the results, quality and performance of the service should the service prove defective. No oral or written information or advice given by a Managed Technologies of NY, Inc. authorized representative shall create a warranty. This Disclaimer of Warranty and Liability constitutes an essential part of The Project Agreement.
  2. Limitation of Liability: To the maximum extent permitted by applicable law in no event and under no legal theory shall Managed Technologies of NY, Inc. nor their agents, representatives or employees or any other person who has been involved in the creation, production or delivery of the services provided by Managed Technologies of NY, Inc. be liable to you or to any other person or entity in excess of the compensation actually paid to Managed Technologies of NY, Inc. pursuant to the Project Agreement with the Village of Cold Spring, Water Treatment Plant and Highway Department for any general, direct, special, incidental, consequential, or other damages of any character arising out of the Project Agreement or the use of or inability to use the service, including but not limited to, personal injury, loss of data, loss of profits, loss of assignments, loss of goodwill, business interruption from the service being rendered inaccurate or the failure of the service to operate or any and all other damages and losses of whatever nature.
  3. Remedies for Disputes or Breaches: The parties' rights, liabilities, responsibilities and remedies for any dispute or alleged breach of the terms, covenants, provisions and conditions of the Project Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those set forth in this Project Agreement.

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

# **The Summary**

## **The Objective:**

The Village of Cold Spring, Water Treatment Plant and Highway Department are in need of a technology consulting company to maintain the computer and network system of the municipality. If the current technology system in place is not actively maintained and monitored, the information that is critical for the municipality to run is at risk not being available when needed in the event of a catastrophic event and being accessed by others.

## **The Goals:**

To help maintain the security, hardware and information backup, the Village of Cold Spring, Water Treatment Plant and Highway Department requires the professional assistance and consultation of Managed Technologies of NY, Inc. to answer these issues while offering the highest level of workmanship in the most cost effective and efficient way possible.

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

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

## **The Solution:**

Managed Technologies of NY, Inc. specializes in full technology consulting for small businesses and municipalities such as Village of Cold Spring, Water Treatment Plant and Highway Department. Managed Technologies of NY, Inc. and all partners of it are specialists in the technology and networking field with an extensive knowledge base and support system. Managed Technologies of NY, Inc. President Anthony Adamo is a certified and insured technician.

# Project Management


## Contact Information:

My contact information is listed below. If you have any questions, comments or concerns please contact me by text, mail, telephone or email. I can also discuss other services that are available to you upon request.



Managed Technologies of NY, Inc.  
Anthony Adamo  
Address: 10 Shirley Drive  
Patterson, NY 12563  
Phone: (845) 363 8394  
E-Mail: [aadamo@managedtechpc.com](mailto:aadamo@managedtechpc.com)

Signature of provider

  
\_\_\_\_\_

Signature of customer representative

\_\_\_\_\_

Print: Anthony Adamo

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

Date: February 1, 2017

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

Above signatures certify that Managed Technologies of NY, Inc and the Village of Cold Spring, Water Treatment Plant and Highway Department are in contract and both parties agree to all items and terms explained and listed within this contract as of the date directly above this paragraph. Work and billing will begin on the date listed in the "Terms of Service" section.

This contract expires on: January 31, 2018

I would like to personally thank you for your continued business and loyalty and assure your organization that you will not be disappointed.

**Village of Cold Spring  
Village Board of Trustees  
85 Main Street, Cold Spring, New York 10516**

**Meeting  
12-27-16**

The Village of Cold Spring Board of Trustees held a meeting at the Cold Spring Village Hall, 85 Main Street on Tuesday, December 27, 2016 at 7:30pm. Present were Mayor David Merandy and trustees: Marie Early, Frances Murphy and Steve Voloto. Trustee Lynn Miller was absent.

**RENEWABLE HIGHLANDS**

At the invitation of S. Voloto, Michael Rausch (of Renewable Highlands) made a presentation about what the next steps would be should the Village elect to participate in the Community Choice Aggregation (CCA) program which allows pooling of residential electric utility accounts to gain bargaining power in negotiating energy supply agreements. CCAs facilitate cost savings, price stability, renewable energy development, implementation of community-wide energy initiatives and local economic growth. Rausch outlined the following sequence:

- Creation of a local law enabling the Trustees to proceed with participation in the CCA. The local law would give the Village authorization to act, but would not commit them to do so.
- Select a CCA administrator (such as Jewel) to act on the Village's behalf to investigate vendors for the CCA. The administrator would also file with the PSC and coordinate with Central Hudson
- With assistance from the CCA, the Village would conduct a two-month public outreach to residents via radio, newspapers, email, direct mail, the Village website and public hearings.
- Upon completion of the outreach period, the Village, through its administrator, would submit a proposal to the New York State Public Service Commission (PSC). The plan would establish criteria about where the power would come from and in what proportions (i.e. green sources, cost, geographic source, etc.)

**Board Discussion**

- The PSC is a state agency that regulates utilities.
- The PSC authorized creation of CCAs in April 2016 and established procedures as part of the State's home-rule policies
- Creation of a local law is a requirement of the PSC which established the CCA program. It serves to indicate the Village's serious intention of joining a CCA.
- Participation in a CCA does not impact the Village financially. The administrator works "at risk" and as a fee receives a percentage of the monies saved. A typical percentage might be 8/100 of a penny per Kilowatt Hour.
- Public outreach is intended to:
  - Inform residents that the Village is planning to join a CCA.
  - Describe the conditions/criteria of the CCA.
  - Describe resident opt/in or opt/out procedure.
  - Provide any other information the Village believes is appropriate.
- Accounts totaling around \$25,000 (among participating municipalities) is a typical minimum in order to proceed and to achieve meaningful savings. Rausch noted that the CCA that the Village would join includes Fishkill and Beacon and that together residential accounts far exceed the minimum.
- Rausch will forward PSC templates for the various documents required to the village for their use.



- The Village will submit this information to the Village Attorney for review and comment.

#### **FINANCIAL REPORT**

Trustees reviewed the Treasurer's report and the Statement of Revenues and Expenditures for the General, Water & Sewer funds for the period ending 11/30/2016. Highlights of the report included:

- Budget period adjustments are the transfers that were approved on 11/22/16.
- Building Inspections for Butterfield (A-3620-410)
  - The account is over-budget and the treasurer recommends a transfer. Charges that were originally believed to be paid by Butterfield Realty have been determined to be partially the responsibility of the Village.
- Recreation: Equipment Maintenance (A-7140-400)
  - There is a negative actual for the current period because the expense from this account (without a budget) has been moved to Recreation: Tools & Consumables. The charge was for a weed-wacker.
- Zoning Board: Contractual (A-8010-400)
  - Year-to-date expenses seem high because \$320 was spent on training. The remaining expenses are for recording of the meetings.
- Letters regarding unpaid taxes will be mailed to property owners by January 2, 2017. All taxes not paid by then will be reported to and handled by Putnam County.
- Treasurer is waiting for a quote from Harris Computer Systems to add the Positive Pay feature to the Village account. Positive Pay is offered by M&T Bank at no cost to the Village. Harris would provide a report of all checks processed and the report would be uploaded to the bank. The bank will not allow any checks to be posted to Village accounts without the check number appearing in the reports.
- Auditors anticipate making a presentation (to the Board of Trustees) about the draft financials for the year ending May 31, 2016 on either January 10<sup>th</sup> or 24<sup>th</sup>.

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**RESOLUTION #30-2016**Resolution No.: 30 of 2016 **THE VILLAGE OF COLD SPRING VILLAGE BOARD****Roll Call Vote**

Names	Ayes	Noes	Abstain	Absent
<i>Mayor</i> <b>David Merandy</b>	<input checked="" type="checkbox"/>			
<i>Trustee</i> <b>Frances Murphy</b>	<input checked="" type="checkbox"/>			
<i>Trustee</i> <b>Marie Early</b>	<input checked="" type="checkbox"/>			
<i>Trustee</i> <b>Lynn Miller</b>				<input checked="" type="checkbox"/>
<i>Trustee</i> <b>Steve Voloto</b>			<input checked="" type="checkbox"/>	
<b>TOTAL</b>	3	0	1	1

The following was presented

By: Mayor Dave Merandy

Seconded by: Trustee Frances Murphy

**RESOLUTION OF THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF COLD SPRING AUTHORIZING THE  
MAYOR TO ENTER INTO A CONTRACT FOR THE SALE OF REAL PROPERTY**

**WHEREAS**, the Form Factory, LLC are the owners of the property located at 178 Main Street, Cold Spring, New York (with a tax map identification number of Section 48.8, Block 6, Lot 34 and hereinafter known as the "178 Parcel") and they have offered to purchase land adjacent to its lot and currently owned by the Village; and

**WHEREAS**, the subject land consists of .013 acres with dimensions of approximately 40 feet 3 inches by 14 feet 2 inches and it is further described in the map attached as Exhibit "A" (hereinafter the "Village Parcel"); and

**WHEREAS**, the Village Parcel is primarily a dirt and grass front yard extending from the 178 Parcel, for which the Village Board has declared as surplus and it is not needed for any municipal use as this Village Parcel is not used for highway purposes, for sewer or water purposes, has no environmental or recreational or parkland component and is not used for the administration of fire or police purposes; and

**WHEREAS**, the sale of this Village Parcel will limit the Village's liability exposure and maintenance responsibilities and said sale will not interfere with the use of the Village sidewalk along Main Street because there is still more than adequate space for pedestrians; and

**WHEREAS**, Form Factory has offered to purchase the Village Parcel for fair and adequate consideration, which offer price is supported by an appraisal report from a New York State Licensed Appraisal; and

**WHEREAS**, the sale price would not be less than \$1,081.00; and

**WHEREAS**, the proposed sale of the Village Parcel is an action subject to the State Environmental Quality Review Act ("SEQRA") and the Village Board has determined the sale of this small parcel is an "Unlisted Action" for which the Village has reviewed and completed a Short Environmental Assessment Form pursuant to SEQRA; and

**NOW, THEREFORE, it is hereby:**

**RESOLVED**, that the Village Board declares itself the Lead Agency with respect to the SEQRA review of the sale of the Village Parcel since there are no other agencies that have authority to approve the sale; and let it be further

**RESOLVED**, that the Village Board of Trustees hereby issues a Negative Declaration (see attached) for this proposed action under SEQRA as it will not result in any significant adverse environmental impacts and an environmental impact statement is NOT required; and let it be further

**RESOLVED**, that the Village Board of Trustees hereby determines that the sale of the Village Parcel is in the public interest of the residents of the Village; and

**RESOLVED**, that the Village Board hereby authorizes the Mayor to execute any and all required agreements and documentation to effectuate the sale of the Village Parcel, subject to the review and approval of the contract of sale as to form and content by the Attorney for the Village.

**BY ORDER OF THE VILLAGE BOARD OF THE VILLAGE OF COLD SPRING, NEW YORK.**

DATED: December 27, 2016

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David Merandy, Mayor

**CORRESPONDENCE**

The Board of Trustees received an email from Tara and John O'Sullivan residing at 26 Garden Street. The O'Sullivans would like to purchase the property that the front of their house is built upon. The property is currently owned by the Village. Trustees tabled discussion pending the gathering of additional information.

**NEW BUSINESS**

- Village Accountant Michelle Ascolillo has requested that the Village allow her remote computer access (from her home.) Ascolillo asserts that previous accountants have been granted remote access and that it would only be used during times when she is not able to be in the office (i.e. winter storms.) She estimates that the IT cost would be \$70-\$140 (for labor.)

Mayor Merandy made a motion to grant Ascolillo remote computer access. Trustee Early seconded and the motion was passed unanimously.

- The Village Clerk received an email from Anthony Adamo (Managed Technologies) recommending the Village purchase backup for its computer systems in case of power failure, power surge or other electrical event that might damage the system.

Trustee Early made a motion that the Village purchase a battery backup system. Trustee Murphy seconded and the motion was passed unanimously.

- Trustees discussed complaints that is difficult to read the instructions and use the parking meter for the parking lot on Fair Street. Trustee Early has contacted Central Hudson about placing a new street light to illuminate the meter. Such light would be installed from an existing pole and would require a 14' arm. Central Hudson will investigate the feasibility of this option. Early has spoken with Jim Ely (owner of the Riverview Restaurant, that is adjacent to the Fair St. lot) who expressed no objection.

Should this not be possible, the meter may be rotated to face the street (rather than the parking lot as it now does) to take advantage of an existing street light. The disadvantage of this option is that people would be forced into a relatively cramped area to access the meter.

A solar-powered light is not feasible due to other mechanisms located on top of the meter.

**OLD BUSINESS**

Trustees reviewed a draft letter to the owners of The Apothecary and the Cold Spring Coffee Pantry in response to their request to have the fees paid for parking waivers be reduced. The letter states the Trustees believe that the Building Inspector and Planning Board each have made a proper determination and recommendation and that the Village Board will not be reducing the number or the fees recommended by the Planning Board.

Trustee Early made a motion to authorize the Mayor to sign the letter. Trustee Murphy seconded and the motion passed unanimously.

**MINUTES**

Trustee Murphy made a motion to accept the minutes of the December 6, 2016 hearing and workshop. Trustee Early seconded and the motion passed unanimously.

Mayor Merandy made a motion to accept the minutes of the December 13, 2016 monthly meeting. Trustee Early seconded and the motion passed unanimously.

**APPROVAL OF BILLS**

Mayor Merandy made a motion for payment of Batch #3874 in the amount of \$69,571.93. Trustee Early seconded and the motion passed unanimously.

**PUBLIC COMMENT**

Doug Cunningham (PCNR) asked the board for comment on the suit recently filed by Butterfield Realty against the Village. The Trustees had no comment.

**ADJOURNMENT**

Mayor Merandy made a motion to adjourn. F. Murphy seconded and the meeting was adjourned at 8:45.

Submitted by M. Mell

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David Merandy, Mayor

Date:

**Village of Cold Spring  
Village Board of Trustees  
85 Main Street, Cold Spring, New York 10516**

**Workshop Meeting  
1-3-17**

The Village of Cold Spring Board of Trustees held a workshop meeting at the Cold Spring Village Hall, 85 Main Street on Tuesday, January 3, 2017 at 7:30pm. Present were Mayor David Merandy and trustees: Marie Early, Frances Murphy and Steve Voloto. Trustee Lynn Miller was absent.

**CORRESPONDENCE**

The Village Board has received a letter from Highland Markets LLC/Hudson Hills requesting a waiver on the 30-day hold for a liquor license for 129 Main St. Mayor Merandy made a motion to authorize him to sign the waiver. Trustee Murphy seconded and the motion passed unanimously.

**OLD BUSINESS**

Mayor Merandy made a motion to authorize payment of \$320.60 towards the lease of the parking meter (in the Fair St. parking lot.) Trustee Murphy seconded and the motion passed unanimously.

**NEW BUSINESS**

Trustee Murphy made a motion to approve a change order for the water meter replacement project. Mayor Merandy seconded and the motion passed unanimously.

Trustee Early informed the board that Carolyn Bachan has submitted her resignation from the Code Update Committee. She commended Bachan on her exemplary work for the committee.

Trustee Early informed the board that gross revenues for the Fair St. parking lot exceeded \$15,000 for the period 6-1-16 through 12-31-16. The original twelve month projections were only \$5,000.

**PUBLIC COMMENT**

Robert Flaherty asked the procedure to schedule an appointment for water meter replacement. He was directed to the Village Clerk.

**EXECUTIVE SESSION**

At 7:45pm Mayor Merandy made a motion to enter into executive session to discuss the employment history of particular employees. Trustee Early seconded and the motion passed unanimously.

At 9:05pm Mayor Merandy made a motion to exit executive session. Trustee Murphy seconded and the motion passed unanimously.

**ADJOURNMENT**

Mayor Merandy made a motion to adjourn. F. Murphy seconded and the meeting was adjourned at 9:05pm.

Submitted by M. Mell

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David Merandy, Mayor

Date: