

VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

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Public Hearing on Tentative Budget and Monthly Meeting Agenda May 9, 2017 at 7:30 p.m.

- 1. Monthly Meeting Pledge of Allegiance
- 2. Roll call
- 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. Report of Water and Wastewater Departments
- 5. Report of Code Enforcement
- 6. Report of the Highway Department
- 7. Report Police Department
- 8. Justice Court Report
- 9. Report of the Mayor and Board of Trustees
- 10. Old Business Moffatt Road Property; 37 Fair Street Property;
- 11. New Business Cold Spring Police Department IT Contract for FY 2017/18
- 12. Approval of minutes
- 13. Approval of bills
- 14. Public Comment

COLD SPRING RECREATION REPORT --- MAY 5, 2017

- * RECREATION MET ON WEDNESDAY, 26 APRIL, 2017 AT 7:30 PM
- 1. WEDDINGS AT THE BAND STAND
- * May13, 2017 Shanna Deagan 12 to 1 pm 20 people. Approved
- * July 7, 2017 Joseph Sherer 5 to 6:30 35 people Approved
- * October , 7 2017 Amanda Lesinski 45 people Approved
- 2. PHILIPSTOWN RECREATION REQUEST FOR BASEBALL CLINIC
- * July 17 thru July 21 Mayor's Park Field / Pavilion Approved
- 3. DOCKING REQUEST / May 13 13:00 to 14:00
- * Hudson River Clearwater Sloop

Approved

- 4. CSFD REQUESTS
- * 27 July . 2017 Junior Academy Mayor's Park 9 am to 3 pm Approved
- * 28 July 2017 Parade / High Street to Mayor's Park 5 to 6 pm Approved
- 5. KNIGHTS OF COLUMBUS REQUESTS FOR MAYORS PARK AND FIELD
- * Beer Festival -- September 30, 2017 / 11 to 6 / Approved
- * October Festival Saturday 23 September and Sunday 24 September 2017 Approved Both of these requests we're discussed in detail as to CS requirements.
- 6. BIRTHDAY PARTY REQUEST FOR MAYOR'S PARK
- * Nichele Hendrickson 11 to 2

Approved

- 7. COLD SPRING RECREATION WILL NOW MEET ON THE 3RD TUESDAY MONTHLY Approved by all members . Notified Village Cler.k and Mayor .
- 8. Discussed further Boating requests . Discussed Bench Plaque requests . Discussed Recreation Budget

Discussed Park work needs . Tabled all of this for future discussions and improvements .

MEETING ADJOURNED @ 9:30 PM

April, 2017 report from the Code Update Committee:

The CUC held two meetings April. The committee continued outline preparation and research into the 7 topics in the "Appearance" category, primarily in the area of size and bulk. The committee continues to make progress on B-3, and is now evaluating the size and bulk standards for MU-1 based on the size and bulk for I-1. The committee has reviewed the proposed recommendation on 3 story buildings in B-1 and will review the inventory of those buildings to determine if any changes are required. The committee is close to finalizing the topic of Landscaping in and around parking lots; a bit more work is required on this topic. Lastly, the committee is reviewing the Sign codes from two other municipalities to determine if the standards in those codes are appropriate for the Village.

Respectfully submitted, Marie Early

JUSTICE COURT VILLAGE OF COLD SPRING

85 Main Street Cold Spring, NY 10516

Thomas J. Costello Village Justice

Phone & Fax (845) 265-9070

APRIL 2017 MONTHLY REPORT

Fines, Forfeited Bails & Civil Penalties Parking Tickets	\$ 3,555.00 3,405.00	
Civil Fees		
Including Termination of Suspensio Bail Poundage, Certificate of Dispo Filing Fees, Small Claims, Transcri	sition,	
and Returned Check Fees	280.00	
Mandatory State Surcharges		2,043.00
	TOTAL	\$ 9,283.00

A check in the above amount is submitted herewith.

Respectfully,

Dated: May 5, 2017

Thomas J. Costello Village Justice



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

April 21, 2017

For your information, shown below is the "Distribution Summary" of all reports received by us from the Village Court for the month of March 2017.

Receipts

<u>Justice</u> Thomas Costello Report Month/Seq March 2017/01 Amount \$12,634.00

Total Court Receipts

\$12,634.00

DISTRIBUTION SUMMARY 1

Code	Trans	State	County	Village	Other	Amount
AA	30	0.00	0.00	525.00	0.00	525.00
AB	38	0.00	0.00	3,700.00	0.00	3,700.00
AC	30	375.00	0.00	450.00	0.00	825.00
AD	1	0.00	0.00	4,170.00	0.00	4,170.00
AJ	3	0.00	0.00	42.00	0.00	42.00
CB		1,680.00	0.00	0.00	0.00	1,680.00
CD	1	0.00	0.00	0.00	0.00	0.00
FF		192.50	0.00	0.00	0.00	192.50
FL		192.50	0.00	0.00	0.00	192.50
FS		150.00	0.00	0.00	0.00	150.00
MS		1,157.00	0.00	0.00	0.00	1,157.00
TO.	TALS :	3,747.00	0.00	8,887.00	0.00	12,634.00

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

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

R S

Report date: 05	/02/2017		
STATUTE	COUNT	ADDITIONAL INFORMAT	ION
PL	3	Number of DWIs - 1192:	0
VTL	VTL 27	Number of AUOs - 511:	0
		Number of Speeds - 1180:	11
		Number of Defendants:	27
		Total Number Charges:	30
		Average Charges/Defendant:	1.11
		Number of Small Claims:	0

04/01/2017 to 04/30/2017

All Judges

Mary Saari

From:

Susan Green <susangreenarch@gmail.com>

Sent:

Thursday, May 04, 2017 2:40 PM

To:

vcsclerk@coldspringny.gov

Subject:

Village Land at Moffat Road in Philipstown

To The Mayor and the Board of Trustees of the Village of Cold Spring:

I am the owner of the property located on Douglas Lane off Moffat Road in Philipstown, Tax Map No 49.6-1-12 and 49.6-2-14.

I am interested in purchasing the adjoining parcel located on Moffat Road, Tax Map 49.6-2-20, and currently owned by the Village of Cold Spring.

According to Badey & Watson Surveying and Engineering, the size of the Village lot is 0.98 acres. If you have other questions about it, I believe Glenn Watson should be able to answer them. His phone is 845-265-9217.

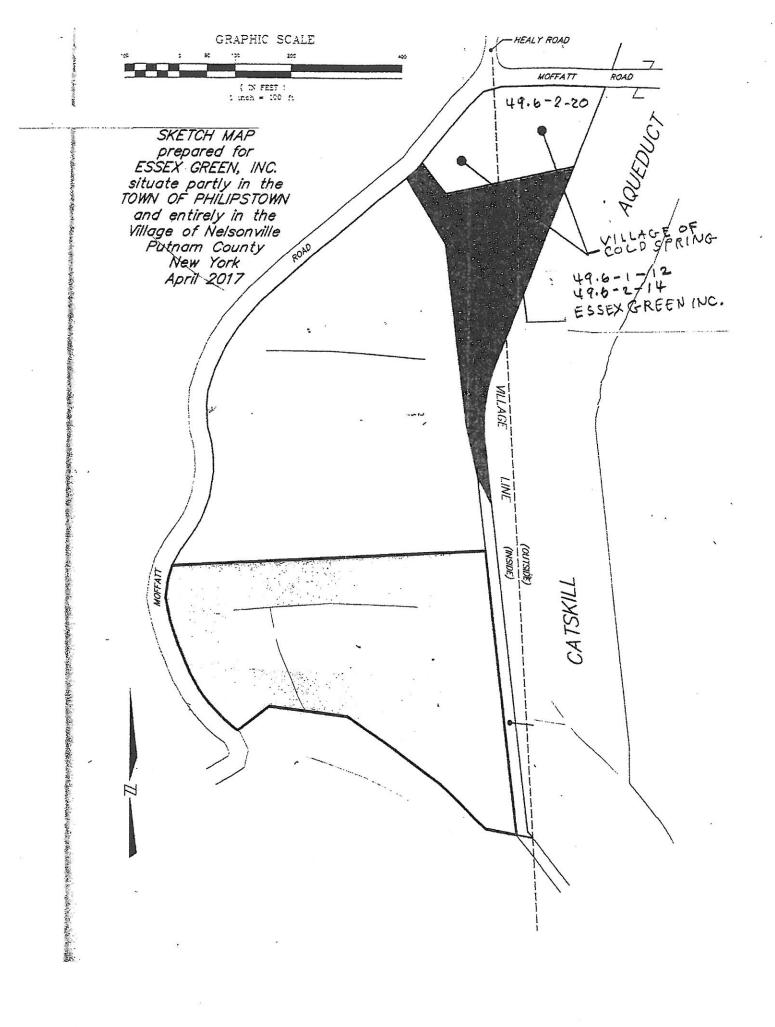
I understand that I will be responsible for legal and appraisal fees connected with this sale, and agree to establish an escrow account with the Village.

I would appreciate your proceeding with this matter at your very earliest convenience.

Thank you.

Sincerely yours,

Susan Green, President Essex Green Inc.



From: jimdoorhy <jimdoorhy@aol.com>
To: vcsclerk <vcsclerk@coldspringny.gov>

Subject: Re: Fair Street property

Date: Thu, May 4, 2017 10:32 am

Attachments: 37 Fair st.pdf (3040K)

Hi, Mary, Dave,

It appears the garage on 37 Fair St was utilizing the 30x125' owned by the village. Included is a aerial photograph showing cars parked on the 30x125' in question and there are concrete parking stops in the ground on the 30x125' strip of land. Behind the 37 Fair st garage there is 65' of flat land, 29' of which is Impellittiere property, 36' Village property then the land slopes down to ground level, at that point there is 17' to the Village garage. Pleas find attached a diagram, photo and survey. Please let me know you have received this email.

Thanks

Jim Doorhy
Associate Real Estate Broker
Houlihan Lawrence Commercial Group
800 Westchester Ave., Suite N 505
Rye Brook, NY 10573
914.798.4900 X 36484 office
914.339.2283 fax
845.406.2264 cell
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HLCommercialGroup.com

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----Original Message----

From: Mary Saari <vcsclerk@coldspringny.gov>

To: jimdoorhy <jimdoorhy@aol.com> Sent: Wed, May 3, 2017 10:30 am Subject: FW: Fair Street property

See below

From: Trustee Early [mailto:trustee.early@coldspringny.gov]

Sent: Wednesday, May 03, 2017 6:22 AM

To: Mary Saari <vcsclerk@coldspringny.gov>; Dave Merandy <mayor@coldspringny.gov>

Subject: Fair Street property

Jeff/Mary, during the VBOT discussion about selling a portion of the Village Garage site to the person who is potentially purchasing the Impellittiere property, the VBOT requested a diagram which would show the relationship of the new lot line to the Village garage. How far is the proposed lot line from the east side of the garage and from any other structures on the Village garage site?

Map Google Street View

Automatic

Click any parcel for parcel details.

N



Parcel Disclaimer

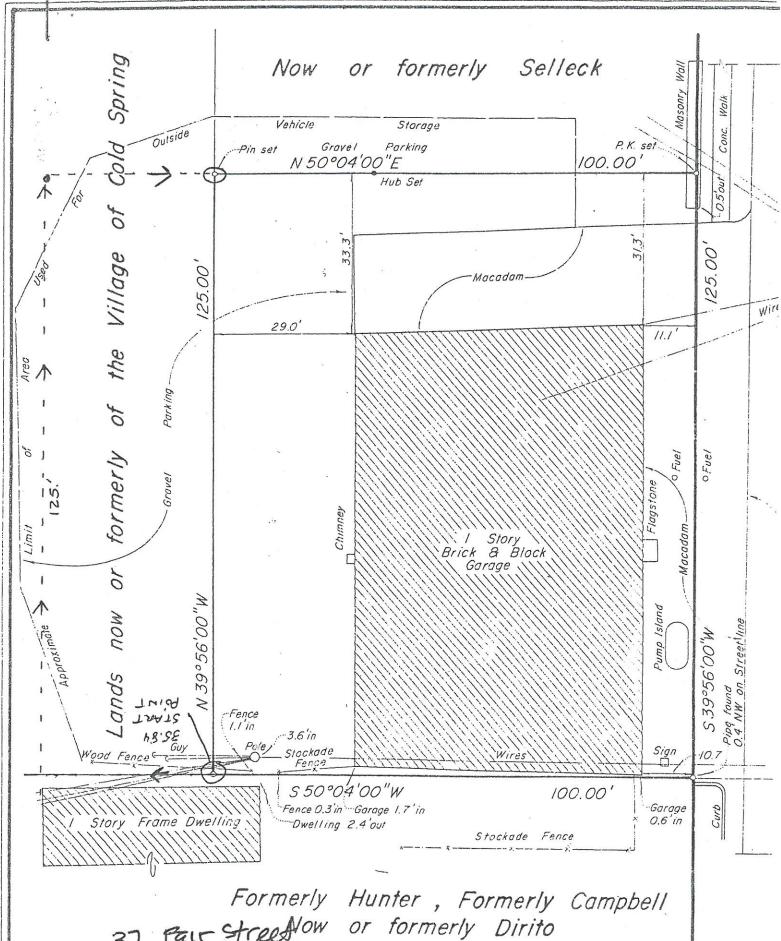
Ruler Legend

© 2017 Microsoft Corporation Pictometry Bird's Eye © 2017 MDA Geospatial Services Inc.

50 feet

10 m

5/3/17, 10:53 AM



37 Pair Street Now or formerly Dirito 2010-01-013

15,001 08.41 158.13 January 1 C.C. 1/2 Work of 18 00.61% 700 001 61.81 22 09:29 700 001 n 18 27 GZV 09 735.0A 921 700 20 273.96 279.96 00,501 785 001

Cold Spring

Police 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

The Project

Prepared By: Anthony Adamo

Prepared For: Cold Spring Police Department

The Cold Spring Police Department I.T. Infrastructure currently has one (1) server and seven (7) workstations utilized by the department for all required administrative and enforcement related tasks that are currently maintained by the undersigned. In choosing to continue a service contract with Managed Technologies of NY, Inc. the Cold Spring Police 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:

The current computer infrastructure of the Cold Spring Police Department consists of one (1) server and seven (7) total workstations (five of which are laptops) that access data and network resources. The breakdown is as follows. The one server is the Windows based domain server that manages the network and its security. The workstations that are part of the current contract are the OIC Desktop, FrontDesk Desktop, OIC Laptop, RMP 60 Laptop, RMP 61 Laptop, RMP 63 Laptop, RMP 64 Laptop. The information on the server is backed up with Carbonite Online Backup Service. The backup is checked multiple times a month randomly to ensure it is accessible and ready for use in the event of a data loss or catastrophic incident scenario and Carbonite informs our staff if there is an issue with the backup as well. The network routers are also checked once a quarter for low level firmware and security updates as patches are not developed as actively as computer software patches.

The Maintenance Solution – Explained

Proposal to Service and Maintain the Information Technology System:

A solution that could be offered to the Cold Spring Police 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 Cold Spring Police 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: CSPD-AD1

Workstations: OIC Desktop, FrontDesk Desktop, OIC Laptop, RMP 60 Laptop, RMP 61 Laptop, RMP 63 Laptop, RMP 64 Laptop

Printers: HP Multifunction Laser Printer, Vehicle Printers

Routers/Switches: Main Internet Router, Wireless Router, Main Network Switch

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 department 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 Department.

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 \$220.00 (Server = \$45/monthly, PCs (w/A.D.)= \$25/monthly, Router/AP = waived, Printer = waived)

Total Yearly Cost

\$ 2,640.00

Terms of Service

If Cold Spring Police Department decides to enter into contract with the undersigned for an ongoing maintenance plan, the following will apply.

- 1. Consulting charges outside of this contract are bill at an hourly rate of \$70.00/Hour with a one hour minimum and on site trip charge of \$35.00 added.
- 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 <u>non-emergency remote</u> support services.
 - 2. For any On-site service, there will be a destination charge of \$35.00
- 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 department personnel.
 - 1. This is 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 department to only one critical department contact. This will ensure accountability and offer access to the department personnel in the event the contract is cancelled.
 - 3. If any devices listed above and being covered by this contract are manipulated, modified or reconfigured in any way by department personnel or individuals other than Managed Technologies of NY, Inc. staff without notifying Managed Technologies of NY, Inc.:
 - 1. Consulting charges to bring the device back to a secure configuration, that is determined solely by Managed Technologies of NY, Inc. staff, will be billed at the normal hourly rate listed in bullet 1.
 - 2. At the sole discretion of Managed Technologies of NY, Inc. the contract may be terminated with the client listed in this contract responsible for all fees for the remainder of the contract term.
- 6. New projects / hardware additions / replacements are <u>not</u> included in the attached service and maintenance contract.
- 7. If there is a new completed project/hardware addition/replacement added to the department's technology system and the Cold Spring Police Department would like it added to the current maintenance contract this <u>can</u> 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 department 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 _____ June 1, 2017
- 13. Payment Terms:
 - 1. The Cold Spring Police Department will be billed every __1_ Month(s), or _30_ days from:
 - 1. The date of <u>June 1, 2017</u> 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. <u>Disclaimer of Warranty and Liability:</u> 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 Cold Spring Police 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. <u>Limitation of Liability:</u> 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 Cold Spring Police 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. <u>Remedies for Disputes or Breaches:</u> 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 Cold Spring Police 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 Cold Spring Police 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. <u>Arbitration:</u> 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. <u>Choice of Law:</u> 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. <u>Modification:</u> 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 Cold Spring Police Department are in need of a technology consulting company to maintain the computer and network system of the department. If the current technology system in place is not actively maintained and monitored, the information that is critical for the department 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 Cold Spring Police 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 Cold Spring Police 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

Signature of provider	Signature of customer representative
Print: Anthony Adamo	Print:
Date:April 15, 2017	Date:
Department are in contract and both parties ag	ologies of NY, Inc. and the Cold Spring Police gree to all items and terms explained and listed we this paragraph. Work and billing will begin on on.
This contract expires on: May 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

Trustees Meeting 4-25-17

The Village of Cold Spring Board of Trustees held a meeting at the Cold Spring Village Hall, 85 Main Street on Tuesday, April 25, 2017 at 7:30 pm. Present were: Mayor David Merandy, Trustees Marie Early, Frances Murphy, Lynn Miller and Steve Voloto.

CONSIDERATION OF RESOLUTION(S) NO. 11, 12 & 13-2017 to adopt 2017-18 General Fund Budget, 2017-18 Water Fund Budget and 2017-18 Sewer Fund Budget

Mayor Merandy read the resolution below.

RESOLUTION #11-2017 General Fund Budget

A resolution adopting a general fund budget for the fiscal year commencing on June 1, 2017 and ending on May 31, 2018, making appropriations for the conduct of the Village of Cold Spring government and establishing the rates of compensation for officers and employees for such period.

WHEREAS, this board has met at the time and place specified in the notice of public hearing on the tentative budget and heard all persons desiring to be heard thereon,

NOW THEREFORE BE IT RESOLVED, that the tentative budget, as amended and revised, and as hereinafter set forth in the amount \$2,104,550, is hereby adopted and that the several amounts stated in the column titled "Tentative" in the tentative budget, but hereafter referred to as "Adopted", in Schedule A1 and Schedule A2, are hereby appropriated for the objects and purposes specified and the salaries and wages stated in the salary schedule of the tentative budget shall be and are hereby fixed at the amounts shown therein, effective Tuesday, April 25, 2017; and

FURTHER BE IT RESOLVED, that the tentative Fireman's Service Award Tax Levy, as amended and revised, and as hereinafter set forth, in the amount of \$65,000, is hereby adopted and the amounts stated are hereby appropriated for the object and purpose specified, and are hereby fixed at the amount shown therein, effective Tuesday, April 25, 2017.

Mayor Merandy moved the foregoing resolution which was seconded Trustee Murphy.

On roll call vote:

Trustee Frances Murphy voting: Yes Trustee Marie Early voting: Yes Trustee Lynn Miller voting: Yes Trustee Steve Voloto voting: Yes Mayor Dave Merandy voting: Yes

Resolution #11-2017 was officially adopted on Tuesday, April 25th, 2017 by a vote of 5-0.

RESOLUTION #12-2017 Water Fund Budget

A resolution adopting a Water Fund budget for the fiscal year commencing on June 1, 2017 and ending on May 31, 2018, making appropriations for the conduct of the Village of Cold Spring government and establishing the rates of compensation for officers and employees for such period.

WHEREAS, this board has met at the time and place specified in the notice of public hearing on the tentative water budget and heard all persons desiring to be heard thereon,

NOW THEREFORE BE IT RESOLVED, that the tentative water fund budget as hereinafter set forth, in the amount of \$821,287, is hereby adopted and that the several amounts stated in the column titled "Tentative" in the tentative water fund budget, but hereafter referred to as "Adopted", in **Schedule F1**, are hereby appropriated for the objects and purposes specified and the salaries and wages stated in the salary schedule of the tentative water budget shall be and are hereby fixed at the amounts shown therein effective Tuesday, April 25, 2017.

Trustee Early moved the foregoing resolution which was seconded by Trustee Miller.

On roll call vote:

Trustee Frances Murphy voting: Yes Trustee Marie Early voting: Yes Trustee Lynn Miller voting: Yes Trustee Steve Voloto voting: Yes Mayor Dave Merandy voting: Yes

Resolution #12-2017 was officially adopted on Tuesday, April 25th, 2017 by a vote of 5-0.

RESOLUTION # 13-2017 Sewer Fund Budget

A resolution adopting a Sewer Fund budget for the fiscal year commencing on June 1, 2017 and ending on May 31, 2018, making appropriations for the conduct of the Village of Cold Spring government and establishing the rates of compensation for officers and employees for such period. WHEREAS, this board has met at the time and place specified in the notice of public hearing on the tentative sewer fund budget and heard all persons desiring to be heard thereon,

NOW THEREFORE BE IT RESOLVED, that the tentative sewer fund budget, as hereinafter set forth in the amount of \$495,941, is hereby adopted and that the several amounts stated in the column titled "Tentative" in the tentative sewer fund budget, but hereafter referred to as "Adopted", in **Schedule G1** are hereby appropriated for the objects and purposes specified and the salaries and wages stated in the salary schedule of the tentative sewer budget shall be and are hereby fixed at the amounts shown therein effective Tuesday, April 25, 2017.

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

On roll call vote:

Trustee Frances Murphy voting: Yes Trustee Marie Early voting: Yes Trustee Lynn Miller voting: Yes Trustee Steve Voloto voting: Yes Mayor Dave Merandy voting: Yes

Resolution #13-2017 was officially adopted on Tuesday, April 25th, 2017 by a vote of 5-0.

CONSIDERATION OF RESOLUTION NO. 14-2017 to adopt amendment to the 2016-17 budget Mayor Merandy read the resolution below.

Resolved that (1) The Board of Trustees of The Village of Cold Spring hereby approves the following Budget Adjustment(s) for the 2016/2017 fiscal year:

	1		
From:	A00-1325-100	Accountant: Personal Services	(\$4,427)
	A00-1410-100	Village Clerk: Personal Services	(\$3,739)
	A00-3120-100	Police: Personal Service	(\$2,500)
	A00-3620-100	Building Inspector: Clerk Personal Services	(\$150)
	A00-1620-445	Shared Services: Computer Support	(\$1,000)
	A00-1620-447	Shared Services: Technology	(\$1,480)
		To reallocate salaries and shared services for additional help	
То:	A00-3410-450	Fire: Electricity	\$1,009
From:	A00-3410-412	Fire: Heating Oil/Service	(\$1,009)
		To reallocate Fire Department utilities	
	2007000	A00-3120-100 A00-3620-100 A00-1620-445 A00-1620-447 To: A00-3410-450	A00-3120-100 Police: Personal Service A00-3620-100 Building Inspector: Clerk Personal Services A00-1620-445 Shared Services: Computer Support A00-1620-447 Shared Services: Technology To reallocate salaries and shared services for additional help To: A00-3410-450 Fire: Electricity From: A00-3410-412 Fire: Heating Oil/Service

To:	A00-5110-100	Highway Street Maintenance: Personal Services	\$19,180
	A00-8160-100	Garbage: Personal Services	\$5,793
	A00-5110-200	Street Maintenance: Equipment	\$367
	A00-5110-415	Street Maintenance: Electricity	\$915
From	: A00-5410-100	Sidewalks: Personal Services	(\$9,000)
	A00-8170-100	Street Cleaning: Personal Services	(\$8,000)
	A00-8160-400	Garbage: Contractual	(\$7,540)
	A00-5110-420	Street Maintenance: Equipment Repair	(\$1,715)
		To reallocate Highway Department salaries and expenditures	
То:	A00-5142-100	Snow Removal: Personal Services	\$8,726
	A00-5142-400	Snow Removal: Contractual	\$7,698
From	A00-5142-200	Snow Removal: Equipment	(\$3,206)
	A00-1990-400	Contingent Account	(\$5,436)
	A00-5110-420	Street Maintenance: Equipment Repair	(\$3,032)
	A00-3120-100	Police: Personal Service	(\$4,750)
		To cover the cost of additional snow removal from contractors	
То:	A00-3120-420	Police: Telephone & Radio	\$228
From:	A00-3120-410	Police: Services & Materials	(\$228)
		To cover the cost of the remaining radio service contract for FY 16-17	

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

Trustee Early moved the foregoing resolution which was seconded by Mayor Merandy.

On roll call vote:

Trustee Marie Early voted: Yes Trustee Fran Murphy voted: Yes Trustee Lynn Miller voted: Yes Trustee Steve Voloto voted: Yes Mayor Dave Merandy voted: Yes

Resolution #14-2017 was officially adopted on Tuesday, April 25th, 2017 by a vote of 5-0.

CORRESPONDENCE

Mayor Merandy made a motion to approve Our Lady of Loretto's request for Fair Street to be one-way for three events (4/23, 5/5 and 5/13). The motion was seconded by Trustee Murphy. Trustee Miller raised concerns that the change for 5/13 could impact vistors and merchants as it is Mothers Day weekend. The motion was approved by a vote of 4-1 with Trustee Miller voting against.

OLD BUSINESS

Appointments of Acting Justice and Independence Day Committee were tabled.

Jennifer Zwarich of the Tree Advisory Board invited members of the Board of Trustees to a tree planting ceremony at 15 High Street to mark Arbor Day. She also presented a preliminary plan for the unfinished areas sections of Main Street that includes utilizing grass pavers that improve the health of trees and saves wear and tear on the sidewalks.

NEW BUSINESS

Shared Services Agreement with DOT

Mayor Merandy made a motion to authorize Highway Department Crew Chief to sign the Shared Services Agreement with the DOT. Trustee Murphy seconded and the motion passed unanimously. Trustees requested the Village Clerk to obtain an emergency number to call when services are needed.

Application for Memorial Day Parade.

Mayor Merandy made a motion to approve request from VFW and American Legion Posts to conduct the annual Memorial Day Parade on May 29, 2017. Trustee Murphy seconded and the motion passed unanimously.

Request for Big Truck from Julia M. Butterfield Library

Mayor Merandy made a motion to provide the Julia M. Butterfield Library with a vehicle for its' Big Truck Day on June 4th. Truck to be provided at the discretion of the Highway Department Crew Chief. Trustee Early seconded and the motion passed unanimously.

Advertising for Temporary Help – Highway Department

Mayor Merandy made a motion to authorize advertising for Temporary/Summer help for the Highway Department. Trustee Miller seconded and the motion passed unanimously.

Request to film in the Village Court

Mayor Merandy made a motion to allow NBC Universal to film in the Village Court Room on April 27th from 1:30pm - 8:00pm contingent on NBC Universal agreeing to a \$1,000 fee and providing the required insurance documentation. Discussion ensued on whether the agreement should stipulate NBCUniversal must be done and cleared out by 8:00pm. Trustee Murphy seconded the motion and it passed by a vote of 4-1 without additional stipulations (Trustee Early voted against).

Drones

Trustee Miller provided information on the FAA rules and regulations for operating a drone. The Board agreed to review the rules and regulations and address enforcement with Cold Spring Police Department.

EMPLOYMENT

Mayor Merandy made a motion to set the salary for Charles Norton, Highway Department Crew Chief, at \$28/hour with the stipulation that he would not receive an increase for obtaining his CDL License or a percentage raise for FY 17/18. C. Norton will receive an increase that offsets the Insurance rate increase for FY 17/18. Trustee Murphy seconded and the motion passed unanimously.

Mayor Merandy made a motion to authorize the hiring of Thomas Califano as Secretary to five Boards/Committees. T. Califano will be paid \$15/hour and be on a one year probationary period. Trustee Murphy seconded and the motion passed unanimously.

Bills

Mayor Merandy made a motion to approve the paying of bills: batch #4024 in the amount of \$67,491.90. Trustee Miller seconded and the motion was approved unanimously.

ADJOURNMENT

Mayor Merandy made a motion to adjourn. Trustee Murphy seconded and the meeting was adjourned at 8:35pm.

Submitted by J. Vidakovich

David Merandy, Mayor	Date: