

AGENDA

BOARD OF TRUSTEES MEETING

TUESDAY, MAY 16, 2017 AT 7:30 PM

1. Consider Resolution #15-2017 authorizing the mayor to enter into a contract for the sale of real property
2. Fair Street Project bid alternates 1 & 2
3. Old Business
 - a. Discussion on Film Permit Application
 - b. Discussion on Dockside Park
4. New Business
 - a. River Rose docking request
5. Code Enforcement consolidation agreement

Resolution No.: 15 of 2017

**THE VILLAGE OF COLD SPRING
VILLAGE BOARD**

Names	Roll Call Vote			
	Ayes	Noes	Abstain	Absent
<i>Mayor</i> David Merandy				
<i>Trustee</i> Frances Murphy				
<i>Trustee</i> Marie Earle				
<i>Trustee</i> Lynn Miller				
<i>Trustee</i> Steve Voloto				
TOTAL				

The following was presented

By: _____

Seconded by: _____

Date of Adoption: _____, 2017

**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, John and Tara O'Sullivan are the owners of the property located at 26 Garden Street, Cold Spring, New York (with a tax map identification number of Section 48.8, Block 2, Lot 36 (hereinafter known as the "26 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 approximately 1,002 square feet and it is further described in the description attached as Exhibit "A" (hereinafter the "Village Parcel"); and

WHEREAS, the Village Parcel is primarily a dirt and grass front yard extending from the 26 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 Garden Street because there is still more than adequate space for pedestrians; and

WHEREAS, , John and Tara O'Sullivan have offered to purchase the Village Parcel for fair and adequate consideration, which offer price is supported by a recent sale in the Village, which was based on an appraisal report from a New York State Licensed Appraiser; and

WHEREAS, the sale price would not be less than \$ 4,008.00 FOUR THOUSAND AND EIGHT DOLLARS AND NO CENTS; 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.

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: , 2017

David Merandy, Mayor

Description of Property
prepared for
JOHN & TARA O'SULLIVAN
Village of Cold Spring to O'Sullivan

ALL that certain parcel of land situate in the Village of Cold Spring, Town of Philipstown, County of Putnam, and State of New York that is the portion of Garden Street that is bounded and described as follows:

BEGINNING at the point on the northeasterly line of Garden Street where it is met by the line dividing the lands of O'Sullivan, on the southeast, from lands formerly of the Estate of Gouverneur, formerly of Farrell and now or formerly of Early and Novak, on the northwest, which point is distant

S 45°48'34" E 232.74 feet

measured southeasterly along the northeasterly line of Garden Street from the point where it meets the southeasterly line of Northern Avenue

THENCE from the said point of beginning southeasterly along the said northeasterly line of Garden Street

S 45°48'34" E 50.08 feet,

to the point at the line dividing the said O'Sullivan lands, now on the northwest, from lands formerly of Baxter, formerly of Amato and now or formerly of Leslie, Amato, Anato and Annato, on the southeast. Thence through Garden Street, the following courses:

S 44°11'26" W 20.00 feet,

N 45°48'34" W 50.08 feet, and

N 44°11'26" E 20.00 feet

to the point or place of beginning, containing 1,002 square feet, more or less.

Prepared by
BADEY & WATSON
Surveying & Engineering P.C.
3063 Route 9
Cold Spring, New York 10516
(845) 265-9217 (voice)
(845) 265-4428 (fax)
(877) 3.141593
www.Badew-Watson.com



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Author: GYW

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made as of this 4 day of May ~~2016~~ **2017** by and between THE VILLAGE OF COLD SPRING, a New York State municipal corporation with an address of 85 Main Street, Cold Spring, New York 10516 (the "Village") and _____ (insert name of company), a company authorized to do business in the state of New York with an address of **River Rose Cruises** (insert address line 1), **2 Lucas Drive** (insert city), _____ (insert state) **New Windsor** (insert zip code) ("**12553**") (insert name of company). Each of the Village and **River Rose Cruises** (insert name of company) constitute a "Party" hereunder and collectively shall constitute the "Parties" hereto.

WHEREAS, **River Rose Cruises** (insert name of company) has submitted a written application to the Village (the "Application") for the Docking of certain Vessels identified therein, at the Village Dock, as required under § 27-9(A) of the Village Code of the Village of Cold Spring (the "Village Code") (a copy of said Application is attached hereto and made apart hereof as Exhibit "A"); and

WHEREAS, the Application identifies the dates in September, _____ and **2017** (insert months) of 2016 on which permission to Dock is requested, which dates are included in the "Docking Schedule" attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, pursuant to Chapter 27 of the Village Code, the Village's Recreation Commission recommended approval of the aforementioned Application, which would grant **River Rose Cruises** (insert name of company) a "Docking Permit" for the Vessels identified on the Application for the dates set forth in the Docking Schedule; and

WHEREAS, the Parties hereto discussed that the issuance of any Docking Permit would be subject to the terms and conditions set forth in that certain document dated August 4, 2016 entitled "Effective 6-14-2011 Fee Schedule:" (the "Fee Schedule"), as amended hereunder, which is attached hereto and made a part hereof as Exhibit "C"; and

WHEREAS, the Parties further discussed that, pursuant to Section 27-9G(4) of the Village Code, the issuance of the Docking Permit shall be subject to certain other terms and conditions, which terms and conditions have been agreed upon by the Parties and which are set forth hereunder; and

WHEREAS, at the Village Board of Trustee's meeting on _____ (insert date of VBOT meeting), the Village Board approved the Application subject to the terms and conditions previously discussed; and

WHEREAS, the Village Board also conditioned its approval on the execution of this MOU, which MOU merely memorializes the terms and conditions of the approval that was previously discussed and agreed upon between the Parties.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Adherence to § 27-9 Village Code. **River Rose Cruises** (insert name of company) has read, understood and acknowledges that this agreement is conditioned its adherence to the terms and conditions set forth in § 27-9 of the Village Code, which is attached hereto and made a part hereof as Exhibit "D".

2. Amendment to Fee Schedule and Duration of Docking

River Rose Cruises
a) When (insert name of company) does not dock its Vessels for the duration of its guests' visit to Cold Spring.

River Rose Cruises
In situations where the (insert name of company) drops off its guests and departs the dock promptly once the guests have disembarked, and then returns to the dock at the time appointed to pick up its guests and departs as soon as the guests are on board, the Fee shall be \$6.00 per-foot per day; beginning and ending at 12 midnight. Once the Vessel departs from the Dock, the Vessel shall not drop anchor within 500 feet of the Dock so that the Vessel does not obstruct views or other recreational activities at the Dock. The first sentence of the Fee Schedule (Exhibit "C") shall be replaced in its entirety with a sentence to read: Effective ____-2016 Fee Schedule: \$6.00 per-foot per day, beginning and ending at 12 midnight when the Vessel does not remain docked for the duration. For the purposes of clarification all Vessels shall pay the per-foot fees set forth above.

River Rose Cruises
b) When (insert name of company) docks its Vessels for the duration of its guests' visits to Cold Spring.

The Fee shall be \$8.00 per-foot per day, beginning and ending at 12 midnight. The Fee Schedule (Exhibit "C") shall be modified with a sentence to read: Effective ____-2016, \$8.00 per-foot per day, beginning and ending at 12 midnight when the Vessel remains docked for the duration. For the purposes of clarification all Vessels shall pay the per-foot fees set forth above.

3. No "Doubling Up" of Vessels. **River Rose Cruises** (insert name of company) shall not "Double Up" or attach one vessel to another in any way for the purposes of Docking multiple Vessels as one Vessel.

4. Thursday notification. **River Rose Cruises** (insert name of company) will notify the Village at least two (2) days prior to the date of docking as to the number of Vessels which will Dock at the Village, and the number of expected guests per Vessel.

5. Loading/unloading ramp. Once guests have disembarked, the ramp used for disembarking guests will be returned to the Vessel. Such ramps will not be left on the Village Dock.

6. Final Agreement. This MOU and the exhibits hereto are understood and intended to be the final expression of the Parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the Parties relating to the subject matter of this MOU.

7. No Waiver. No waiver of any term or condition of this MOU by any Party shall be valid unless set forth in writing signed by the Parties hereto. No such waiver shall be deemed to be a waiver of any other provision or condition, or of any future event, breach or default.

8. No Modifications Unless in Writing. This MOU may be modified, supplemented or amended only if in writing signed by both Parties.

9. Choice of Law, Venue. This MOU shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed entirely within such state, without regard to its conflict of law principles. Any dispute which may arise in connection with this MOU may be resolved by the courts of the State of New York located in Putnam County, or by the United States District court for the Southern district of New York. The parties hereto hereby irrevocably submit to, and give up any objection to, the exercise of jurisdiction by any of those courts. The Parties hereto will not seek dismissal of a proceeding, or ask to move it to another court on the ground that resolution of the dispute in any of these courts is not convenient or in the interests of justice. The Parties shall not seek a jury trial in any action based upon or arising out of this MOU. The Parties will not seek to consolidate any such action with any other action in which trial by jury has not been waived.

10. MOU to Control. Any capitalized term used and not defined in this MOU will have the meaning given to such term in the Village Code. If the terms of this MOU conflict with the terms contained in the Application or the Fee Schedule, the terms in this MOU will control.

11. Counterparts. This MOU may be executed in any number of counterparts, including fax or scanned copies, each of which shall be an original, but all of which together shall constitute one instrument.

Accepted and Agreed as of the date below.

River Rose Cruises (insert name of company)

VILLAGE OF COLD SPRING

By: **John Panzella, President**
_____, _____

By: _____
_____, _____

Date: _____

Date: _____