



VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

TEL: (845) 265-3611

FAX: (845) 265-1002

WEB: WWW.COLDSRINGNY.GOV

DAVE MERANDY, MAYOR

mayor@coldspringny.gov

MARIE EARLY, TRUSTEE

trustee.early@coldspringny.gov

LYNN MILLER, TRUSTEE

trustee.miller@coldspringny.gov

FRANCES MURPHY, TRUSTEE

trustee.murphy@coldspringny.gov

STEVE VOLOTO, TRUSTEE

trustee.voloto@coldspringny.gov

MARY SAARI, CLERK/TREASURER

vcsclerk@coldspringny.gov

MICHELLE ASCOLILLO, ACCOUNTANT

treasurer@coldspringny.gov

JOHN W. FURST, ATTORNEY

WILLIAM BUJARSKI, BUILDING INSPECTOR

building@coldspringny.gov

CODE ENFORCEMENT TEL: (845) 265-3964

GREGORY R. PHILLIPS, WATER SUPERINTENDENT

vcswater@bestweb.net

Board of Trustees Agenda November 8, 2016 at 7:30 pm

1. Pledge of Allegiance
2. Roll call
3. Monthly reports –Recreation Commission, Planning, Zoning Board of Appeals, Town of Philipstown, Historic District Review Board, Putnam County, Cold Spring Boat Club, Fire Company, Parking Committee, Tree Advisory Board, Code Update Committee
4. Financial Report
5. Report of Water and Wastewater Departments
6. Report of Code Enforcement
7. Report of the Highway Department
8. Report Police Department
9. Justice Court Report
10. Report of the Mayor and Board of Trustees
11. Correspondence
12. Old Business-
 - a. Discussion of generic vessel docking agreement
 - b. Approval contract with Steve Tilly for Design Guidelines
13. New Business
 - a. Discussion of OML Resolution
14. Approval of bills
15. Public Comment

October, 2016 report from the Code Update Committee:

The CUC held two meetings in October. There are 7 topics in the next category "Appearance". Each topic has been assigned to a committee member. The committee continued outline preparation and research into each topic.

The 5th Quarterly Progress Report was submitted, on schedule, to NYSERDA. The first reimbursement request is waiting for one additional invoice before submission. NYSERDA has reviewed the request and is in agreement with the content and totals.

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

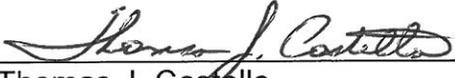
OCTOBER 2016 MONTHLY REPORT

Fines, Forfeited Bails & Civil Penalties	\$ 5,232.00
Parking Tickets	4,247.00
Civil Fees	
Including Termination of Suspension Fees, Bail Poundage, Certificate of Disposition, Filing Fees, Small Claims, Transcripts of Judgment and Returned Check Fees	155.00
Mandatory State Surcharges	3,340.00
TOTAL	<u>\$ 12,974.00</u>

A check in the above amount is submitted herewith.

Respectfully,

Dated: November 4, 2016


Thomas J. Costello
Village Justice

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

10/01/2016 to 10/31/2016
All Judges

Report date: 11/01/2016

<u>STATUTE</u>	<u>COUNT</u>	<u>ADDITIONAL INFORMATION</u>	
PL	2	Number of DWIs - 1192:	0
VTL	46	Number of AUOs - 511:	0
CIV	1	Number of Speeds - 1180:	13
VC	1	Number of Defendants:	44
		Total Number Charges:	50
		Average Charges/Defendant:	1.14
		Number of Small Claims:	1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made as of this ___ day of _____ 2016 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 _____ (insert address line 1), _____ (insert city), _____ (insert state) _____ (insert zip code) ("_____") (insert name of company). Each of the Village and _____ (insert name of company) constitute a "Party" hereunder and collectively shall constitute the "Parties" hereto.

WHEREAS, _____ (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 _____, _____ and _____ (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 _____ (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 for 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. _____ (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

a) When _____ (insert name of company) does not dock its Vessels for the duration of its guests’ visit to Cold Spring.

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.

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. _____ (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. _____ (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.

_____ (insert name of company)

VILLAGE OF COLD SPRING

By: _____

By: _____

_____, _____

_____, _____

Date: _____

Date: _____

STEPHEN TILLY Architect

October 21, 2016

Mayor David Merandy
Village of Cold Spring
85 Main Street
Cold Spring, NY 10516

Dear Mayor Merandy,

This letter when signed by both parties will be our agreement for the Architectural and Historic District Design Standards Update, referred to herein as the Project. We will provide the services listed below as they are required to properly complete your Project.

The deliverables described below are furnished for the Village's use and will become their property. The Village may amend, adopt or not adopt the ideas, formulations, text and graphics as it deems necessary, and the Village assumes all responsibilities and liabilities associated with those work products so adopted.

Architectural and Historic District Design Standards Update

Phase I: Consultation, Fact-finding and Resource Compilation

To be completed within 8 weeks of execution of contract.

Tasks:

- Meet with the Historic District Review Board (HDRB) to discuss the scope of the project and to assess the available documentary materials.
- Tour the local historic district to get a sense of its character defining features and evolution.
- Assess which portions of the existing 1999 Design Standards, including plans and photographs might be repurposed in Update drafts.
- Assess design guidelines and manuals from other municipalities which represent good examples and best practices and may be applicable to the Village of Cold Spring; review them with HDRB. Also review applicable elements of the Secretary of Interior's Standards.
- Produce digital color photographs to record desirable existing design features located in the Local Historic District, including important historical resources.

Deliverables (note-all deliverables will be in electronic form with minimum one hard copy):

- Summary of collected source materials.
- Recommendations for incorporation of public comment gathered in focus group conducted by HDRB; a summary of comment will also be prepared by the HDRB for the consultant's use.
- Draft Design Standards outline including:
 - Annotated Table of Contents.
 - Statement of Purpose for the Design Standards and Description of their Relationship to the
 - sections of the Village Code that govern preservation.

- o Sample page layout/design including descriptions, photographs, drawings, sample site plans.

Phase II: Draft Document Preparation

To be completed within 8 months of execution of contract.

Tasks:

- Prepare Draft #1 narrative portion that summarizes the character, development patterns, historic resources and existing conditions throughout the Local Historic District. Include a discussion of specific neighborhood development patterns and building types found within each.
- Prepare preliminary Design Standards (site planning, building design, landscaping, signage).
- Prepare diagrams, photographs, renderings to illustrate proposed design standards.
- Meet with HDRB to review draft standards.
- Participate in public hearing convened by HDRB to elicit public input on Draft #1.
- Prepare Draft #2 - Revise draft based on public comment and HDRB input.

Deliverables:

Draft #1 Design Standards including photographs and drawings.

Draft #2 Design Standards including photographs and drawings.

Phase III: Feedback Incorporation, Document Revision and Final Document Submission

To be completed within 12 months of execution of contract.

Tasks:

- The HDRB will submit the Draft #2 Design Standards to SHPO, Village Attorney and the Village Board for their review and comment. HDRB will coordinate and integrate the comments received.
- Prepare Final Design Standards that incorporate all comments received from Village Board, Village Attorney and SHPO.
- Provide options for future printing and distribution to maximize shelf life, including options for web-based, electronically-searchable and revisable document.

Deliverables: (note-deliverables for Phase III will be in electronic form with 12 hard copies):

- Final Design Standards, with appropriate acknowledgements, for presentation to HDRB for adoption.

Compensation:

The owner will provide compensation as follows:

Architectural and Historic District Design Standards Update \$14,200.00

This flat fee will be invoiced to the Village of Cold Spring as progress payments, based on the percentage of work completed each month. This fee includes all reimbursables and travel expenses.

The Owner will provide compensation at the rates listed below for any additional consulting services requested by the Village or Review Board in writing or by e-mail that are beyond the

scope above. We will provide the Owner with an estimate of the number of hours involved in such additional consulting services prior to such authorization.

Rate Schedule

Principal: Two Hundred Dollars (\$200.00) per hour
Senior Architect: One Hundred Sixty Dollars (\$160.00) per hour
Registered Architect: One Hundred Forty Dollars (\$140.00) per hour
Senior Architectural Staff One Hundred Twenty-Five (\$125.00) per hour
Preservation Specialist: One Hundred Ten Dollars (\$110.00) per hour
Landscape Designer: One Hundred Ten Dollars (\$110.00) per hour
Architectural Staff: One Hundred Dollars (\$100.00) per hour
Junior Architectural Staff: Eighty-Five Dollars (\$85.00) per hour
Clerical Employee: Seventy Five Dollars (\$75.00) per hour
Architectural Intern: Sixty Dollars (\$60.00) per hour

Travel time for additional services will be billed at the above rates. This schedule is subject to annual revision.

Retainer and Payment Terms:

An initial retainer of *One Thousand Five Hundred Dollars (\$1,500)* shall be payable upon the execution of this agreement and is the minimum payment under this agreement. We shall credit this retainer to your account in the final billing.

Payments shall be made monthly upon presentation of our bill. When fees are delinquent more than thirty days from the billing date, we will suspend work and a finance charge of one and one half per cent (1½%) per month will be due, calculated from the billing date. When payment is not made within 60 days, that will be your instruction to us to cease work. Work will resume, subject to the schedule of other work underway, after *all* charges to date, including late charges, have been paid in full and the retainer restored, and if we are satisfied with assurances that future payments will be timely. The delivery to the Owner of the "Draft #1 and 2 Design Standards" and "Final Design Standards " shall be contingent upon the Owner's payment in full of all fees and charges to those points.

Rights and Dispute Resolution

The Owner has the right to use the completed standards and has the unlimited right to copy the report and distribute it to others in any format.

All work products prepared by Stephen Tilly, Architect, shall be credited to Stephen Tilly, Architect. Revisions or sections prepared by others shall not be credited to Stephen Tilly, Architect, but to those other parties. Records of my expenses pertaining to the Project shall be kept on a generally recognizable basis and shall be available to you or your representative at times convenient to you and me.

This agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. The Owner shall have the right to terminate this agreement at any time upon seven (7) days' written notice. Should this agreement be terminated, then all monies owed to Stephen Tilly, Architect, for services rendered to termination date shall be paid within that seven day period. In the event of termination not the fault of the Architect, the retainer shall be retained by the architect and not be credited against billing to date. The provisions of this contract are valid only if signed by the Owner and returned to the Architect within 45 days of the contract preparation date above.

If the foregoing meets with your approval and understanding, please sign in the place indicated below.

Checks should be made payable to "Stephen Tilly, Architect."

Yours very truly,

A handwritten signature in black ink that reads "Stephen Tilly". The signature is written in a cursive, slightly slanted style.

Stephen Tilly

AGREED TO AND ACCEPTED BY:

Signature

Date

Rider to Letter Agreement between Stephen Tilly and the Village of Cold Spring

This Rider (this "Rider") will be incorporated into and made a part of the Letter Agreement. This Rider supplements and modifies the Letter Agreement as fully and completely as if the terms contained in this Rider were set out completely within the Letter Agreement itself. Any capitalized term used and not defined in this Rider will have the meaning given to such term in the Letter Agreement. If the terms of this Rider conflicts with the terms contained in the Letter Agreement, the terms in this Rider will control.

WITNESSETH:

WHEREAS, the Village has heretofore entered into that certain State of New York Master Contract for Grants (the "Master Contract") with the New York State Office of Parks, Recreation and Historic Preservation ("SHPO") numbered T361402 dated as of September 30, 2014; and

WHEREAS, Pursuant to SHPO'S agreement to provide funding for the Project the Village has represented to SHPO that it is ready, willing and able to complete the Project pursuant to the terms contained in the Master Contract, a copy of which is annexed hereto and made a part hereof as Exhibit "A"; and

WHEREAS, pursuant to that certain resolution adopted by the Village Board as of August 25, 2015, (a copy of which Resolution is annexed hereto and made a part hereof as Exhibit "B") (the "Resolution"), the Village accepted the proposal submitted by Architect and the resolution of the Village Board on October 25, 2016 which authorized the Mayor to execute this Agreement; and

WHEREAS; Architect has submitted that certain letter agreement dated as of the __ day of October, 2016, wherein the Services to be performed by Architect are detailed (the "Letter Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Village and Architect agree as follows:

1. Master Contract Incorporated Herein. Architect acknowledges having, read, understood and agreed to the terms and provisions of the Master Contract all of which are expressly incorporated herein by reference.

1.1 The Parties hereto agree that the Letter Agreement shall be subject and subordinate to the Master Contract. If for any reason the Master Contract shall terminate (whether according to its terms or through early termination), prior to the termination of the Letter Agreement, the Letter Agreement shall thereupon be terminated and the Village shall not be liable to Architect for the cost of Services performed after such termination.

1.2 The terms, covenants and conditions of the Master Contract are incorporated in the Letter Agreement by reference, for purposes of incorporation by reference, each and every applicable term, covenant and condition of the Master Contract shall be binding on the Parties to the Letter Agreement.

2. Hold harmless. Architect shall indemnify, defend and hold harmless the Village and SHPO from and against all claims, losses, damages, expenses and liabilities, including without limitation reasonable attorneys' fees, which may be asserted against Village or SHPO or which Village or SHPO may be forced to pay out or become liable for by reason of an accidents, damage or injury to persons or property asserted against the Village or SHPO arising from any alleged negligence or other culpable conduct on the part of Architect, its subcontractors, employees or agents in performance of the Services defined in the Letter Agreement.

3. Communications. All notices and communications under the Letter Agreement shall be made in writing in accordance with the procedure set forth in the Master Contract. All communications to Architect shall be sent to: Attn.: Stephen Tilly, 22 Elm Street, Dobbs Ferry, New York 10522. All notices and communication to Village shall be made to the Village at the address first set forth herein with a copy to: John Furst, Catania, Mahon, Milligram & Rider, PLLC, One Corwin Court, Newburgh, New York 12550.

4. Termination for Cause. If Architect fails to comply with any of the requirements of applicable State or federal laws and regulations, or fails to comply with any of the requirements of the Master Contract or the Letter Agreement, including, without limitation, timely performance of the Services, the Village may provide written notification to Architect of its breach and set a specific amount of time to cure said breach (at no time shall such cure period exceed sixty (60) days. Should Architect fail to cure said breach within the time provided by the Village, the Village shall be entitled to unilaterally terminate the Letter Agreement. In the event that the Letter Agreement is terminated for cause pursuant to this provision, Architect shall be entitled to payment only for services properly performed as determined by the Village at their sole discretion, and further, shall be liable to the Village for any loss or damages sustained by reason of Architect's culpable conduct or failure to perform its obligations under the Master Contract or this Agreement.

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

6. Records. As per the terms of the Contract, Architect shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to Architect's performance of Services as detailed in the Master Contract.

7. No Contractual Relationship between Architect and SHPO. It is expressly understood and agreed that nothing contained herein or in the RFP or in the Letter Agreement shall create any contractual relationship between Architect and SHPO.

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

9. Use of Village Documents. During the period of time that this Agreement is in effect any documents provided to Architect by the Village, pursuant to Architect's performance of Services hereunder, including, but not limited to, drawings, reports and maps, whether in hard copy or in electronic form, shall remain the property of the Village and shall be returned to the Village upon request of the Village or in any event at the time such items are no longer necessary to complete the Services for which they were provided, but in no case later than the final completion of Services under this Agreement. Architect shall maintain the confidentiality of such documents. Architect shall only use Village documents for the purposes contemplated in this Agreement and for no other purpose whatsoever. No Village documents or information contained therein shall be provided to any third party without the prior written consent of the Village.

10. Entire Agreement. This Agreement and the attachments hereto completely express the full agreement between the Village and Architect. Any prior understandings and representations or agreements between the Village and Architect are merged herein. Any and all changes to this Agreement shall be effective only if agreed to by the parties in writing. Architect has entered into this Agreement after full investigation and without relying upon any statements that are not set forth herein.

11. No Waiver: No waiver of any term or condition of this Agreement by any party shall be valid unless set forth in a 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.

12. Counterparts: This Agreement 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.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

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

By _____
Stephen Tilly

VILLAGE OF COLD SPRING

By _____
Dave Merandy, Mayor

As authorized by resolution of the Village Board
dated _____

STATE OF NEW YORK)
) ss.:

EXHIBIT "A"

EXHIBIT "B"

MEMORANDUM

DATE: June 16, 2014
TO: Board and Committee members
FROM: Mary Saari
RE: **Open Meetings Law**

The Village Board of Trustees recently enacted the attached resolution that requires all village boards and committees to conform to the Open Meetings Law and observe it's recommended best practices. To inform members of the various boards and committees about these requirements, I have enclosed a copy of "*Your Right to Know*", the NYS Committee on Open Government's comprehensive guide to the Freedom of Information and Open Meetings Laws.

Further, the resolution calls for posting on the village website meeting dates, times and locations along with agendas and minutes. To assist in complying with this aspect of the resolution, I would like to request adherence to the following procedures:

1. All meeting notices and agendas must be submitted via email.
2. Meeting notices and agendas should be submitted *at least* four days in advance of a meeting and include the following information who, what, when and why. By law, all meeting notices must be posted at least 72 hours before the meeting.
3. Agendas must now be prepared and should be submitted 72 hours prior to the meeting date and in a word and a pdf format. If there is a change to an agenda, a replacement agenda should be submitted, instead of just the changes.
4. . All items scheduled to be acted on must have any supporting documents available for public review to the extent practicable prior to the meeting, but in all cases any documentation must be available at the meeting itself for public review.

5. It is most helpful to have a regularly scheduled meeting day and time i.e. the first Monday of the month. This allows the public to anticipate board/committee meetings and review any necessary documents.
6. Forward all minutes in a pdf format for posting within 2 weeks of the meeting date. If necessary mark them as "Draft", until adopted at a subsequent meeting.. Check the Village website periodically to ensure that all minutes are posted.

I would like to thank you in advance for your cooperation and hopefully the public will be better informed about the great work performed by our dedicated volunteer boards.

VILLAGE OF COLD SPRING RESOLUTION #20-2014

WHEREAS, the Board of Trustees of the Village of Cold Spring is assisted in a number of ways by various boards and committees; and

WHEREAS, to insure that the public has the greatest amount of access to the work of the various boards and committees, the Board of Trustees desires to subject all of the Village's boards committees to the requirements of Article 6 of the Public Officer's Law (the "Freedom of Information Law"); and Article 7 of the Public Officers Law (the "Open Meetings Law").

NOW, THEREFORE, BE IT RESOLVED:

All boards, committees and similarly appointed groups of the Village of Cold Spring shall be subject to the provisions of the Freedom of Information Law and shall comply with the provisions of the Open Meetings Law. The Village's website shall list all boards and committees, along with their current members and charge, meeting dates, times and locations along with notices of meetings, agendas and minutes.

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

The vote on the foregoing resolution was as follows:

Cathryn Fadde, Trustee, voting Yes

Michael Bowman, Trustee, voting Yes

Stephanie Hawkins, Trustee, voting Absent

Bruce D. Campbell, Trustee, voting Yes

J. Ralph Falloon, Mayor, voting Absent

Resolution officially adopted on Tuesday, May 27, 2014 by a vote of 3-0-0-2.

I hereby certify that this is a true and exact copy of a resolution adopted by the Village of Cold Spring Board of Trustees at a public meeting held on Tuesday, May 27, 2014.

Mary Saari, Village Clerk

Dated: Tuesday, May 27, 2014

Village of Cold Spring

Board of Trustees Workshop

October 25, 2016

The Board of Trustees of the Village of Cold Spring held a workshop on Tuesday, October 25, 2016 at 7:30 p.m. in the Village Hall, 85 Main Street, Cold Spring, NY.

Attending were Trustees Marie Early, Frances Murphy, Lynn Miller and Steven Voloto. Mayor David Merandy was absent. Deputy Mayor Marie Early presided over the meeting.

Michelle Ascolillo, Village Accountant, presented the **Financial Report 2015/2016** for fiscal year end and also the financial report for the period ending September 30, 2016. Ms. Ascolillo and Village Clerk, Mary Saari answered questions from the Board.

A notice from the **Parking Committee** was received stating their approval of designating the west side of Church Street for parking for fire personnel with signage denoting it as such. Winter parking was discussed adding 2 additional locations: the south side of New Street adjacent to the Boat Club entrance and the West side of Fair Street at Mayor's Park (diagonal parking).

The Board also added an additional 2 parking areas for winter parking: the dead end at the south end of Marion Avenue and the Municipal parking lot on Fair Street. At the Municipal parking lot, the timing is from 9 p.m. to 8 a.m.

Deputy Mayor Early read the **Legal Notice for Winter Parking** and Sidewalk Snow/Ice removal for the Village of Cold Spring. It will be updated to include the additional parking areas. Trustee Murphy made a motion to approve the Legal Notice for Winter Parking, as amended. Trustee Miller seconded the motion and with a unanimous vote, the motion carried.

RESOLUTION NO. 23-2016 Suspension of on-street parking regulations for the dead end portion of Marion Avenue south of Benedict Road until April 15, 2017.

WHEREAS, the Village of Cold Spring has on-street parking regulations which limit or prohibit on-street parking at certain times and locations; and

WHEREAS, the Village of Cold Spring conducts snow clearing on its streets during winter months; and

WHEREAS, snow clearing activity in the vicinity of Marion Avenue and Benedict Road could be better conducted and coordinated with local residents if the Village's on-street parking regulations are suspended on the dead end portion of Marion Avenue south of Benedict Road to allow parked vehicles to remain thereon; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Village Board of the Village of Cold Spring hereby suspends on-street parking regulations for the dead end portion of Marion Avenue south of Benedict Road until April 15, 2017; and

2. A copy of this resolution shall be posted at Village Hall and provided to the Village Police Department forthwith.

Trustee Miller presented the foregoing resolution which was seconded by Trustee Murphy.

The vote on the foregoing resolution was as follows:

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

Resolution 23-2016 officially adopted on Tuesday, October 25, 2016 by a vote of 4-0-0-1.

Dated: October 25, 2016

Mary Saari, Village Clerk

Stephen Tilly, Architect sent in a **Letter of Agreement along with a Rider** to amend the Letter of Agreement for his work with the Architectural District Review Board for the purpose of updating their Standards by which the **HDRB** makes their decisions. The HDRB strongly recommended that the Village sign this as soon as possible as there are time constraints on this project.

Deputy Mayor Early made a motion to have Mayor Merandy sign the Letter of Agreement with the Rider. Trustee Murphy made a second to the motion. With a unanimous vote from the Board, the motion carried.

RESOLUTION NO. 24-2016 SEQR Determination for Emergency repairs to water Main on Route 301 at 252 Main Street, Nelsonville, N.Y.

WHEREAS, the Village Board has considered a project to make emergency repairs to the water main on Route 301 at 252 Main Street, Nelsonville, New York; and

WHEREAS, the Village of Cold Spring was directed by the NYSDOT to make application for a state street opening permit on Route 301 as the Village of Cold Spring is the owner of the water main; and

WHEREAS, this is an action subject to SEQRA and the Village Board is Lead Agency; and

WHEREAS, the Village Board has caused to be prepared and has before it an Environmental Assessment Form, and has identified the action as an Unlisted Action,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Mayor is hereby authorized to sign the EAF, and
2. That after due consideration of all the facts and circumstances in this matter the Village Board as Lead Agency does hereby adopt the **annexed** Negative Declaration.

Trustee Miller presented the foregoing resolution which was seconded by Trustee Murphy.

The vote on the foregoing resolution was as follows:

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

Resolution No. 24-2016 officially adopted on Tuesday, October 25, 2016 by a vote of 4-0-0-1.

Dated: October 25, 2016

Mary Saari, Village Clerk

A letter of request was received from **Gail Greet Hannah of 66 Main Street** to purchase the stoop adjacent to the building. This is a request that has been made several times from other building owners' wanting to purchase their stoops. Ms. Hannah's request was tabled until a firm agreement has been made on how much per square foot the Village should charge for these purchases.

A letter of **resignation was received from Ethan Timm from the Code Update Committee (CUC)** as of November 30, 2016. With the addition of a second child and additional professional obligations, he feels that he will no longer be able to devote adequate time to serve on the CUC.

Village Clerk, Mary Saari will post a notice seeking a replacement for Mr. Timm to join the Code Update Committee.

The **minutes from October 4, 2016** as presented to the Board, were approved with a motion from Trustee Murphy, a second from Trustee Voloto and a unanimous vote.

Trustee Murphy read a notice from Chris Hyatt of the Highway Department noting the following dates:

IMPORTANT DATES FROM THE HIGHWAY DEPARTMENT

- 1) There will be LEAF/YARD DEBRIS/ BRUSH pick-up on THURSDAY, NOV 3.
- 2) There WILL BE garbage pick-up on Tuesday, Nov 8, Election Day.

3) There will be NO RECYCLE pick-up on Friday, Nov 11, Veterans' Day. Recycle pick-up will resume on Friday, Nov. 18.

4) There will be LEAF/YARD DEBRIS/ BRUSH pick-up on THURSDAY, NOV 17.

5) There will be NO RECYCLE pick-up on Friday, Nov 25, Thanksgiving recess. Recycle pick-up will resume on Friday, Dec 2.

At this time, there was a 10 minute recess to allow Trustee Miller to finish her approval and signing of the bills.

The **bills, batch # 3788** in the amount of \$42,116.73 as presented to Board were approved for payment with a motion from Deputy Mayor Early, a second from Trustee Miller and a unanimous vote.

Public Comment

Barney Molloy

- There is one year left on the bobcat? Answer: yes.
- South side of Marion Avenue is Donnie Yannitelli's property and he plows that.
- On the resolution that you voted on, the amendment to the rider to the HDRB contract, you put the Village at risk because that was not a legal vote. It is a basic violation of the open meeting law. It needed to be posted three (3) days prior unless it is an emergency vote then it needs to be posted one (1) day prior, you just don't do it on the fly.

Deputy Mayor Early said it will be duly noted.

Trustee Voloto, in reference to the fire company (parking on the west side of Church Street) for the DOT, I gave them all the information and the fire company can have signs on their building. The signs have to be red or black on white and between 5' and 7' above grade. Red is basically for busses. They really don't want striping on the pavement but if we feel it is necessary, use the same color paint as for the police department in front of Village Hall.

Deputy Mayor Early made a motion to adjourn the workshop. The motion was seconded by Trustee Murphy and approved unanimously. The workshop for October 25, 2016 closed.

Respectfully submitted,

Sandra L. Falloon