

Town Board Monthly Meeting
July 12, 2012 7:30 p.m. Town Hall

SALUTE TO THE FLAG

APPROVAL OF MINUTES

- Monthly Town Board Meeting of June 7, 2012
- Weekly Town Board Meeting of June 13, 2012
- Bid Opening of June 20, 2012 – Hydraulic Hammer
- Weekly Town Board Meeting of June 27, 2012

COMMITTEE REPORTS

- | | | | |
|-----------|---------------|--------------------------------|-------------------|
| 1) CAC | 2) Recreation | 3) Recycling | 4) Planning Board |
| 5) Zoning | 6) Highway | 7) Building & Land Acquisition | 8) GVFD |

AGENDA

1. Paula Clair to discuss concerns about Hydraulic Fracturing.
2. Dan Valentine will make a presentation on the forming of a town-wide rope rescue team.
3. Resolution finding that the June 5, 2012 training session qualifies as two hours of required training for the Philipstown Planning Board. **(Roll Call Vote)**
4. Resolution authorizing Supervisor Shea to sign the Grant Disbursement Agreement between the New York State Dormitory Authority and the Town in the amount of \$200,000.00 for replacement of windows and doors at the Town Hall and a new boiler system at the Claudio Marzollo Community Center.
5. Resolution authorizing Supervisor Shea to sign a 36-month agreement between Cornerstone Telephone Company and the Town for phone services.
6. Resolution authorizing Supervisor Shea to sign the filming permit for Half a Yogurt Productions, LLC on June 27, 2012 from 6:00 a.m. – 8:00 p.m. to film a second season episode for "Girls." **(Nunc Pro Tunc)**
7. Code Enforcement Monthly Report.
8. Schedule Workshops/Meetings
9. Any other business that may come before the Town Board.

June 29, 2012

AUDIENCE

VACANCIES

CV Park District Advisory Committee (3)
CV Water District Advisory Committee (2)

APPROVAL OF VOUCHERS

General	Highway	CVPD	CVWD
---------	---------	------	------

ADJOURNMENT

Monthly Town Board Meeting
June 7, 2012

The Town Board of the Town of Philipstown held their Monthly Meeting on the above date at 7:30 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York.

PRESENT:	Richard Shea	Supervisor
	Betty Budney	Councilwoman
	Nancy Montgomery	Councilwoman
	John Van Tassel	Councilman
	David Merandy	Councilman
	Edward W. Doyle	Town Attorney

Supervisor Shea opened the meeting with a Salute to the Flag.

REVIEW OF MINUTES

The Minutes of the Monthly Town Board Meeting of April 5, 2012, were reviewed.

Councilwoman Budney made a motion, seconded by Councilman Merandy and unanimously carried that the Minutes of the Monthly Town Board Meeting of April 5, 2012, are hereby approved as presented.

The Minutes of the Weekly Town Board Meeting – Fields, of April 11, 2012, were reviewed.

Councilwoman Budney made a motion, seconded by Councilwoman Montgomery and unanimously carried that the Minutes of the Weekly Town Board Meeting – Fields, of April 11, 2012, are hereby approved as presented.

The Minutes of the Weekly Town Board Meeting – Fields, of April 18, 2012, were reviewed.

Councilman Van Tassel made a motion, seconded by Councilwoman Montgomery and unanimously carried that the Minutes of the Weekly Town Board Meeting – Fields, of April 18, 2012, are hereby approved as presented.

The Minutes of the Bid Opening for the Town Wide Cleanup of April 25, 2012, were reviewed.

Councilwoman Budney made a motion, seconded by Councilman Merandy and unanimously carried that the Minutes of the Bid Opening for the Town Wide Cleanup of April 25, 2012, are hereby approved as presented.

The Minutes of the Special Town Board Meeting Awarding the bid for the Town Wide Cleanup of April 30, 2012, were reviewed.

Councilwoman Budney made a motion, seconded by Councilman Merandy and unanimously carried that the Minutes of the Special Town Board Meeting Awarding the bid for the Town Wide Cleanup of April 30, 2012, are hereby approved as presented.

The Minutes of the Monthly Town Board Meeting of May 3, 2012, were reviewed.

Councilman Van Tassel made a motion, seconded by Councilwoman Budney and unanimously carried that the Minutes of the Monthly Town Board Meeting of May 3, 2012, are hereby approved as presented.

The Minutes of the Special Town Board Meeting - Zoning Clerk, of May 16, 2012, were reviewed.

Councilman Van Tassel made a motion, seconded by Councilman Merandy and unanimously carried that the Minutes of the Special Town Board Meeting of May 16, 2012, are hereby approved as presented.

The Minutes of the Special Town Board Meeting - Lease for Truck, of May 22, 2012, were reviewed.

Councilman Van Tassel made a motion, seconded by Councilwoman Budney and unanimously carried that the Minutes of the Special Town Board Meeting - Lease for Truck, of May 22, 2012, are hereby approved as presented.

COMMITTEE REPORTS

CB – Councilwoman Montgomery reported that no meeting was held in May. The next meeting is scheduled for next Tuesday (6/12). All minutes are filed in the Town Clerk's office and on the website for review

RECREATION –Councilman Merandy reported that in the first part of the meeting, Recreation Supervisor, Amber Stickle, reviewed the finances. The second part of the meeting was on old business – Fields and the RFP. He noted that there are a few people from Recreation that will be retiring, but Amber has not gotten back to him about who exactly they were.

RECYCLING – Councilwoman Budney reported that the Town Wide cleanup was very successful. She thanked GVFD for use of their facility, the Sheriff's Deputies, the Highway Department, the Town Board, the firemen who assisted, and Joan Clauss, who helped her stay within the budget. Councilman Merandy thanked the fireman for providing egg sandwiches.

PLANNING BOARD - Councilwoman Montgomery reported on the two items on the agenda: County Line Equities and Entergy. Minutes of the May 17 meeting will be available at the Town Hall and at Philipstown.com on June 14. On Tuesday of this week, the Planning Board met with the Code Enforcement Officer for a workshop/training session presented by AKRF, the new town planners, who went into detail on the role of the Planning Board for managing and implementing land use regulations, laws and government policies. The planners also went into great detail about the Planning Board's regulatory and advisory powers. The next Planning Board meeting will be June 21, 2012.

ZONING – Councilman Van Tassel attended the May 14 meeting and reported that there were four scheduled Public Hearings: Homola & Edelstein, Drake Petroleum, Lyons Realty. The next meeting will be on June 11, 2012.

HIGHWAY – Councilwoman Budney read the monthly report submitted by Highway Superintendent Roger Chirico. The report is on file in the Town Clerk's Office for anyone wishing to review. On May 24, 2012, Councilwoman Budney and Highway Superintendent Chirico, along with County Executive, Mary Ellen Odell, attended a meeting in Carmel on Municipal Agreements and purchasing opportunities to enhance inventories throughout the County.

BUILDING & LAND ACQUISITION –Supervisor Shea stated that they had a meeting with the Vets regarding the Wounded Warrior Project regarding the potential use of a town building, but there was no definitive action. The Vets will get back to the Town Board.

GVFD – Michael Del Monte, standing in for Jamie Copeland, reported on the activity for the month. They had training with the Continental Village Fire Department in conjunction with the Westchester Blood Hound units and went up to Sugar Loaf, where they did brush fire/wild fire training and then did hose line advancement. Next month there will be a live fire training session. Activities for the month: the Town Wide clean up, a new generator has been installed and they received the new engine. Councilman Van Tassel said that in all the years he has been involved with the volunteer firefighters, he has never seen such a crazy week – there were four major accidents and he thanked them for all their work. Councilwoman Montgomery asked Mr. Del Monte if they mass e-mailed all the volunteers about training. Mr. Del Monte said that they do a mass mailing and Councilwoman Montgomery asked to be put on the list for notification on the training.

BUTTERFIELD LIBRARY - Councilwoman Budney read the report noting that the Library just held their 7th Annual Big Truck Day on June 3. The report also highlighted summer camps that will be held during July. Space is limited so register early.

**TOWN OF PHILIPSTOWN
MONTHLY REPORT OF TOWN SUPERVISOR
MONIES RECEIVED AS OF JUNE 7, 2012**

GENERAL & PART-TOWN FUNDS

Justice Fees – 4/12	\$ 8,365.00
Justice Fees – 4/12	7,335.00
Recreation Fee – 4/12	49,784.01
NYS Grant Shared Services Study	8,550.00
T.C. Fees – 4/12	243.93
T.C. Fees – 4/12	210.50
AW Scrap Metal	1,772.00
Bldg. Fees – 4/12	10,061.00
Bldg. Fees – 5/12	27,638.00
Hudson Baylor	92.40
Interest	235.37

HIGHWAY FUND

Gen. Fund Gas	\$ 288.28
P. C. Gas	2,380.63
P. C. Gas	1,604.54
Haldane School Sand/Salt	187.44
Bank Interest	364.22

CONTINENTAL VILLAGE WATER DISTRICT

Bank Interest	\$ 5.74
---------------	---------

CONTINENTAL VILLAGE PARK DISTRICT

Clubhouse	\$ 350.00
Interest	26.24

AGENDA

- 1. Resolution authorizing Supervisor Shea to sign the parade permit for the Walter Hoving Home event scheduled for July 14, 2012, and waive the fees associated with the same.**

RESOLUTION #90-2012

The following Resolution was presented by Councilwoman Budney, seconded by Councilman Merandy and unanimously carried;

RESOLVED, that the Town Board authorizes Supervisor Shea to sign the parade permit for the Walter Hoving Home event scheduled for July 14, 2012, and waive the fees associated with the same.

- 2. Resolution authorizing Supervisor Shea to sign the parade permit for the Philipstown Lacrosse Association for the Youth event scheduled for June 3, 2012, and waive the fees associated with the same. (Nunc Pro Tunc)**

RESOLUTION #91-2012

The following Resolution was presented by Councilman Van Tassel, seconded by Councilwoman Montgomery and unanimously carried;

RESOLVED, that the Town Board authorizes Supervisor Shea to sign the parade permit for the Philipstown Lacrosse Association for the Youth event scheduled for June 3, 2012, and waive the fees associated with the same.

- 3. Resolution accepting the resignation of Kim M. Shewmaker as Clerk to the Zoning Board of Appeals.**

Supervisor Shea thanked Kim for her years of service. Councilman Van Tassel said that he has worked with her for three years and said that she was a trusted employee.

RESOLUTION #92-2012

The following Resolution was presented by Councilwoman Montgomery, seconded by Councilwoman Budney and unanimously carried;

RESOLVED, that the Town Board hereby accepts the resignation of Kim M. Shewmaker as Clerk to the Zoning Board of Appeals.

- 4. Resolution needed referring proposed Local Law to amend the Zoning Law Section 187-59 G.4. of Chapter 175 regarding Hearing and Public Notice to the Putnam County Division of Planning and the Philipstown Planning Board.**

Supervisor Shea explained that this is regarding mailings. A cost saving effort – instead of sending notices out by certified or registered mail, we want to send them out by regular first class mail.

RESOLUTION #93-2012

The following Resolution was presented by Councilman Van Tassel, seconded by Councilwoman Budney and unanimously carried;

RESOLVED, that the Town Board of the Town of Philipstown hereby authorizes referring proposed Local Law to amend the Zoning Law Section 175-59 G.4. of Chapter 175 regarding Hearing and Public Notice to the Putnam County Division of Planning and the Philipstown Planning Board.

5. Resolution adopting the proposed changes to the Fee Schedule on pages 11 and 12 of the existing Schedule (adopted 2/12/12 Res.#59-2012).

Supervisor Shea said that the original fee schedule was too expensive and they did not feel it was fair. He had a conversation with Kevin Donohue and decided that they were going to lower some of the fees and will make it retroactive to February 12, 2012.

RESOLUTION #94-2012

The following Resolution was presented by Councilwoman Montgomery, seconded by Councilman Merandy and unanimously carried;

RESOLVED, that the Town Board hereby adopts the proposed changes to the Fee Schedule on pages 11 and 12 of the existing Schedule retroactive to February 12, 2012.

6. Resolution adopting the 2012 File Management Policy for the Town of Philipstown.

Town Clerk Merando explained that this is just an update with minor changes. Supervisor Shea asked if the clerks, who will be affected, have been informed of these changes. Town Clerk Merando responded that they had.

RESOLUTION #95-2012

The following Resolution was presented by Councilman Van Tassel, seconded by Councilwoman Budney and unanimously carried;

RESOLVED, that the Town Board hereby adopts the 2012 File Management Policy for the Town of Philipstown.

7. Resolution appointing Peter C. Richter as a member of the Board of Assessment Review to fill the vacancy left by Rita Geraty, whose term will expire September 30, 2012

RESOLUTION #96-2012

The following Resolution was presented by Councilwoman Budney, seconded by Councilwoman Montgomery and unanimously carried;

RESOLVED, that the Town Board hereby appoints Peter C. Richter as a member of the Board of Assessment Review to fill the vacancy left by Rita Geraty, whose term will expire September 30, 2012.

7. Code Enforcement Monthly Report.

Town Clerk Merando read the monthly reports for April and May, which are on file in the Town Clerk's office for review.

Town Clerk Merando noted that she had an additional item to be added to the agenda:

A resolution for the Villetto easement agreement was needed. Town Attorney Doyle said that Roger Chirico was able to negotiate the easement that will help to alleviate some drainage issues at the intersection of Lane Gate and Route 9. Supervisor Shea said that this has been a long-standing issue and that we have been on notice from the DOT about the poor drainage. He added that this is a real time and money saver. It will also benefit the landowner.

RESOLUTION #97-2012

The following Resolution was presented by Councilman Van Tassel, seconded by Councilwoman Montgomery and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the Easement Agreement between Villetto Vaughan Hammond Corporation and the Town of Philipstown.

8. Schedule Workshops/Meetings.

Councilwoman Montgomery asked that there be a workshop on Planning and Zoning Board applications with regard to how many copies are required, and also on how we can get more information on the website. After some discussion, it was agreed that the workshop on Planning/Zoning applications should be put off to a future date. A discussion ensued on the need to disseminate information. Town Clerk Merando offered to write up a policy

Workshop – Wednesday, June 13, 2012 @7:30pm – discussion on communications/getting info out

Town Clerk Merando asked about changing the date of the July Town Board Meeting from July 5 to July 12. Supervisor Shea agreed that the date should be changed.

RESOLUTION #98-2012

The following Resolution was presented by Councilman Van Tassel, seconded by Councilwoman Budney and unanimously carried;

RESOLVED, that the Town Board hereby approves changing the date of the July Town Board Meeting from July 5 to July 12, 2012

Monthly Town Board Meeting
June 7, 2012

Councilman Van Tassel asked the Town Board if the venue for the August 2nd Town Board Meeting could be moved to the C.V. Fire House for a presentation, which will be given by the American Red Cross.

RESOLUTION #99-2012

The following Resolution was presented by Councilman Van Tassel, seconded by Councilwoman Budney and unanimously carried;

RESOLVED, that the Town Board hereby approves changing the venue of the August 2nd Town Board Meeting from the Town Hall to the Continental Village Fire House.

9. Any other business that may come before the Town Board.

Councilman Van Tassel reported that the Emergency Services of Philipstown are having a meeting tonight. The four fire departments, along with the EMS agencies, are in the process of forming a town-wide rope rescue team. Dan Valentine will be coming to next month's meeting to make a presentation as to what they are doing.

Councilman Van Tassel has one other note; the generator at the Recreation Center had its official start up today.

Supervisor Shea had a couple of things: Paula Claire would like to be on the agenda of next month's meeting to discuss Hydro-fracking; the Franciscan Sisters of Atonement sent in a package of stuff regarding Indian Point indicating their concerns on the safety at Indian Point. There is a video on file at Town Hall if anybody would be interested. Supervisor Shea reported that he attended a meeting in Poughkeepsie today with DOT, OSI, Scenic Hudson, and Mrs. Pataki (new Director of Tourism for the County), Regional Director of Senator Charles Schumer's office and Mike McKee, who heads up the local Greenway. The subject was the potential for the Highland Fjord Trail. It seems that there are a lot of ideas out there for getting people off the road and away from the tracks and onto a path. One of the things the DOT brought up was more established parking. There were some pretty exciting discussions and it was a productive day. The next step would be to define the plan a little more.

Councilwoman Budney noted the American Cancer Society's Relay for Life is on Saturday, June 9, 2012, at Mayors Park, starting at 11:30 am, ending at 9:45 pm. Also, on Saturday is the Bi-centennial in Carmel, and Philipstown's own event for the Bi-Centennial will be on Sunday, June 10.

Councilwoman Montgomery reported that on Saturday, the "8th Annual Family Fun Festival" would also be held.

AUDIENCE

Supervisor Shea asked an audience member if he had something to discuss because he saw him here with his two sons. He stated that they were Boy Scouts there for a Merit Badge.

Monthly Town Board Meeting
June 7, 2012

Andy Chmar asked about the relationship of AKRF. Supervisor Shea said this is not a new relationship, but more formalized. They are our consulting Town Planner and will work a lot with Highway and on the fields.

Stephanie ? wanted to remind everyone that the "Cold Spring Film Society" was having its 2nd Annual Outdoor Summer Films at Dockside beginning June 23. It is free films for families every other weekend through September 2nd.

VACANCIES

CV Park District Advisory Committee (3)
CV Water District Advisory Committee (2)

APPROVAL OF VOUCHERS

Councilman Van Tassel made a motion, seconded by Councilwoman Montgomery and unanimously carried that the General Vouchers in the amount of \$154,417.42 are hereby approved as set forth in Abstracts 5A & 6

Councilwoman Budney made a motion, seconded by Councilwoman Montgomery and unanimously carried that the Highway Vouchers in the amount of \$24,101.98 are hereby approved as set forth in Abstracts 6

Councilwoman Budney made a motion, seconded by Councilwoman Montgomery and unanimously carried that the CVPD Vouchers in the amount of \$3,093.59 are hereby approved as set forth in Abstract 6.

Councilwoman Montgomery made a motion, seconded by Councilman Merandy and unanimously carried that the CVWD Vouchers in the amount of \$14,960.43 are hereby approved as set forth in Abstracts 6

There being no further business to discuss, Councilwoman Montgomery made a motion, seconded by Councilwoman Budney to close the Town Board Monthly Meeting at 8:35 p.m.

Respectfully submitted by,

Theresa Crawley
Deputy Town Clerk

Weekly Town Board Meeting
June 13, 2012

The Town Board held their Weekly Workshop on the above date at 7:30 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York.

PRESENT:

Richard Shea	Supervisor
Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
David Merandy	Councilman

AGENDA

1. Discussion on the number of submissions that an applicant is required to submit to the Planning and Zoning Boards.

The Town Board discussed the best way to cut down on the amount of copies required for submissions and reduce paper. As a result, the Town Board would suggest the following for review and comment from both boards: reduce the size from 24" X 36" to 11" X 17" for plans. Only two (2) full size site plans / variance submission would be provided, one (1) for the permanent record in the Building Department, and the other for the secretaries to bring to the meeting. If so desired, the Planner, Engineer and Attorney would be provided with an e-file. Town Clerk Merando will draft a memo to the Planning and Zoning Boards with the recommendations from the Town Board and request their input on the amount of copies that will be required.

2. Discussion on communications "Get the Info Out."

Councilwoman Montgomery brought up the matter of the newly established town e-mails. It was noted that some departments were having trouble logging in. Jim Requa, the Town's IT person stated that he would look into the matter and noted that some browsers won't work well or at all with g-mail. There was some cross talk and inaudible. Discussion continued at length finding a solution for the new e-mail distribution and general use for each board. Town Clerk Merando will draft a memo to all departments to issue their new e-mail and passwords.

Councilman Merandy then addressed e-blast. Town Clerk Merando explained that the Town Clerk's Office has advertised if anyone interested in being included in this service to contact her with the desired e-mail address. To date, the town wide list contains 103 addresses. Councilman VanTassel asked the Town Clerk if there were an emergency, could this communication be done at home? Town Clerk Merando responded saying that at this time she didn't have a computer at home. Councilman Van Tassel stressed that if an emergency occurred, the Town Clerk should be able to perform her duties from a remote location. Therefore, the Town Board authorized the purchase of a laptop or I-pad.

Weekly Town Board Meeting
June 13, 2012

Councilman Merandy expressed his concerns with regard to not receiving some e-mails with regard to the Recreation Commission and his role as the liaison. In short, Supervisor Shea stated that if there is a resolution, it should be sent to the Town Clerk. Councilwoman Montgomery interjected that the Town Board should consider hiring or having an employee act as a clerk to the Recreation Commission. Councilman Van Tassel suggested that they speak with Amber Stickle with regard to acting as clerk or has it become a burden.

There was some discussion with regard to fields and the RFP. Councilwoman Montgomery asked what the role of a liaison is to the boards? Supervisor Shea made it very clear that members of the Town Board are in attendance only as an observer, unless called upon by the Chairman of the Board - you are there as an observer. Councilwoman Montgomery interjected that Town Board members may speak at public hearings. Supervisor Shea responded saying that, yes, you may, but that is up to the individual. Supervisor Shea added that the Town Board appoints the various boards and we have faith in them; they have a Chair who is running their meetings. No liaison should interject at their meetings.

Discussion then turned to the town's website, at which time Town Clerk Merando stated that 8-1/2 years ago she launched the Town's website and it has never been funded. She added that she had never been afforded the opportunity to have a Webmaster to assist her in enhancing the site. Following some discussion, it was determined that a line item for the website would be considered in the 2013 Town Clerk's budget.

There being no further business to discuss, Councilwoman Montgomery made a motion, seconded by Councilman Van Tassel and unanimously carried to close the Weekly Workshop at 9:15 p.m.

Submitted by,

Tina M. Merando
Town Clerk

BID OPENING

June 20, 2012

The Town Clerk's Office held a Bid Opening for a Hydraulic Hammer or Pavement Breaker for the Town of Philipstown Highway Department, on the above date at 2:00 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York.

The bid results are as follows:

<u>Company</u>	<u>Unit</u>	<u>Proposed Bid</u>
Edward Ehrbar, Inc.	NPK GH-6	\$ 29,500.00
Heatherdell RBHammers Corp. (2 proposals)	RB750G	\$ 15,000.00
	RB7114G	\$ 15,800.00
Abele Tractor & Equipment	UB-311	\$ 23,495.00

Respectfully submitted by,

Joan B. Clauss
Deputy Town Clerk

Weekly Town Board Meeting
June 27, 2012

The Town Board held their Weekly Workshop on the above date at 7:00 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York.

PRESENT:

Betty Budney	Councilwoman
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman

ABSENT:

Richard Shea	Supervisor
David Merandy	Councilman

AGENDA

1. Resolution authorizing the Recreation Department to enter into an agreement with Dr. David Burns to provide emergency care in cases of anaphylaxis, this includes training for recreation employees for Auto-Injector.

RESOLUTION #

The following Resolution was presented by Councilman Van Tassel, seconded by Councilwoman Budney and unanimously carried;

RESOLVED, that the Town Board hereby authorizes the Recreation Department to enter into an agreement with Dr. David Burns to provide emergency care in cases of anaphylaxis, this includes training for recreation employees for Auto-Injector.

2. Resolution needed to retain the firm Drake, Loeb, Heller, Kennedy, Gogerty, Gaba and Rodd to represent the Town in an Article 78 Proceeding.

RESOLUTION #

The following Resolution was presented by Councilman Van Tassel, seconded by Councilwoman Budney and unanimously carried;

RESOLVED, that the Town Board hereby retains the firm of Drake, Loeb, Heller, Kennedy, Gogerty, Gaba and Rodd, Attorney's at Law to represent the Town in the matter of Mordhorst vs. Town of Philipstown Zoning Board of Appeals, in an Article 78 Proceeding in the amount of \$185.00 per hour, plus out of pocket expenses.

3. Resolution awarding the bid for the Hydraulic Hammer.

RESOLUTION #

The following Resolution was presented by Councilwoman Budney, seconded by Councilman Van Tassel and unanimously carried;

Weekly Town Board Meeting
June 27, 2012

RESOLVED, that the Town Board hereby awards the bid for the RB750G Hydraulic Hammer or Pavement Breaker to Heatherdell – RB Hammers Corp. of 500 Bradley Hill Road, Blauvelt, New York, for the amount of \$15,000.00, which is subject to approval by Highway Superintendent, Roger Chirico upon inspection.

4. Kevin Donohue to discuss Inter-municipal Agreement with Putnam County.

Erika Krieger from New York Department of State and Jean Noel, Director of Putnam County Consumer Affairs was present. Gas and electrical inspections was the subject matter and discussed at length with regard to RFP's and the County's contracts with electrical vendors, which are still valid.

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilwoman Budney and unanimously carried to close the Weekly Workshop at 8:30 p.m.

Submitted by,

Tina M. Merando
Town Clerk



Town Clerk <townclerk@philipstown.com>

Request to Provide Information and Express my Concerns About Hydraulic Fracturing Coming to our Area

2 messages

pclair3@aol.com <pclair3@aol.com>

Fri, Jun 1, 2012 at 12:08 PM

To: supervisor@philipstown.com, townclerk@philipstown.com

I am requesting to be placed on the agenda for the next Town Board meeting - next Thursday, June 7th to discuss my concerns about hydraulic fracturing (fracking) in our area and to provide information regarding this topic. Thank you. Paula Clair

Town Supervisor <supervisor@philipstown.com>

Mon, Jun 4, 2012 at 8:42 AM

To: Richard Shea <shea@philipstown.com>, Nancy Montgomery <NMontgomery@philipstown.com>, John VanTassel <jvt65@optonline.net>, David Merandy <DMerandy@philipstown.com>, Town Clerk <townclerk@philipstown.com>

----- Forwarded message -----

From: <pclair3@aol.com>

Date: Sun, Jun 3, 2012 at 9:05 PM

Subject: Re: Request to Provide Information and Express my Concerns About Hydraulic Fracturing Coming to our Area

To: supervisor@philipstown.com

Okay. I think I would like to do that. I would want to get some other people to participate if it was a workshop. I will call you on Monday to get additional information. Thank you, Dottie. Paula

-----Original Message-----

From: Town Supervisor <supervisor@philipstown.com>

To: pclair3 <pclair3@aol.com>

Sent: Fri, Jun 1, 2012 2:19 pm

Subject: Re: Request to Provide Information and Express my Concerns About Hydraulic Fracturing Coming to our Area

Hi Paula

Richard asked me to tell you that it is too late to be placed on the agenda for this month but if you would like he will talk to the Board and schedule a workshop meeting on this topic by itself. I will check with him and get some dates for you.

Dottie Turner

On Fri, Jun 1, 2012 at 12:08 PM, <pclair3@aol.com> wrote:

I am requesting to be placed on the agenda for the next Town Board meeting - next Thursday, June 7th to discuss my concerns about hydraulic fracturing (fracking) in our area and to provide information regarding this topic. Thank you. Paula Clair

RESOLUTION

WHEREAS, pursuant to the Town of Philipstown Code, §48-1, “*all Planning Board and Zoning Board of Appeals members shall be required to complete at least four hours of suitable training per year.*”

WHEREAS, pursuant to the Town of Philipstown Code, §48-2.A. “*The authority to determine suitable training is hereby delegated from the Town Board to the Planning and Zoning Board Chairs who shall note annually in Board minutes the selected training*”

WHEREAS, pursuant to the Town of Philipstown Code §48-2.B. “*The training requirement may be satisfied by educational activities substantially devoted to planning, zoning, or other land use issues, such as: attending conferences, seminars or workshops; participating in on-line training or tutorials; attending college courses; reading journal articles or books; or any other educational activities considered acceptable by the respective Board Chair. Training may be offered by a municipality, regional or county planning office or commission, county, regional or state planning federation, state agency, statewide municipal association, college or university or other similar entity.*”

WHEREAS, pursuant to Town Law §271.7-a (a) Training and attendance requirements, “*Each member of the planning board shall complete, at a minimum, four hours of training each year designed to enable such members to more effectively carry out their duties.....Such training shall be approved by the town board and may include, but not be limited to, training providing by a municipality, regional or county planning office or commission, county planning federation, state agency, statewide municipal association, college or other similar entity. Training may be provided in a variety of*

formats, including but not limited to, electronic media, video, distance learning and traditional classroom training.”

WHEREAS, at the request of the Planning Board Chairperson, AKRF, Inc., conducted two hours of training on June 5, 2012, for the Philipstown Planning Board members (attendance list attached), covering the following topics:

- The Role of the Planning Board
- Municipal Review of Subdivision and Site Plan Applications and Special Use Permits
- Application Review Process
- Intent, process, and terminology of the State Environmental Quality Review Act (SEQRA)

IT IS HEREBY RESOLVED that the Town Board of the Town of Philipstown finds that the abovementioned June 5, 2012 training session qualifies as two hours of required Planning Board training for 2012.

Richard Shea, Supervisor	Yes	No	_____
Betty Budney	Yes	No	_____
Nancy Montgomery	Yes	No	_____
John VanTassel	Yes	No	_____
David Merandy	Yes	No	_____

DATED: Philipstown, New York
_____, 2012

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

**DORMITORY AUTHORITY OF THE STATE
OF NEW YORK (the "Authority"):**

515 Broadway
Albany, New York 12207
Contact: Sara Richards
Phone: (518) 257-3177
Fax: (518) 257-3475
E-mail: grants@dasny.org

THE GRANTEE:

Town of Philipstown
238 Main Street
Cold Spring, NY 10516
Contact: Ms. Tina M. Merando

Phone: (845) 265-3329
Fax: (845) 265-3958

THE PROJECT:

Replacement of Windows and Doors and
Upgrades to the Boiler System

PROJECT LOCATION:

Philipstown Town Hall & Claudio Marzollo
Community Center

GRANT AMOUNT:

\$200,000

FUNDING SOURCE:

New York State Economic Development
Assistance Program ("NYS EDAP")

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT
INFORMATION SHEET DATE:**

01/24/12

DATE GDA SENT TO GRANTEE:

6/25/12

DATE AGREEMENT SIGNED BY GRANTEE:**DATE AGREEMENT SIGNED BY THE
AUTHORITY:****EXPIRATION DATE OF THIS AGREEMENT:**

PROJECT ID #: 3768
FMS#: 150709
GranteeID: 2404
GrantID: 3909

TERMS AND CONDITIONS

1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to the Authority, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to the Authority, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) The Authority has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the NYS EDAP Program have been met; and
- (c) The monies required to fund the Grant have been received by the Authority; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided the Authority with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the NYS EDAP and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, the Authority shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) Reimbursement: The Authority shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to the Authority of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to the Dormitory Authority; and (iii) such additional supporting documentation as the Authority may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or
- (b) Payment on Invoice:
 - (1) The Authority may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to the Authority of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to the Dormitory Authority evidencing the completion of work; and (iii) such additional supporting documentation as the Authority may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
 - (2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph (b) into the Segregated Account established pursuant to Paragraph

4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

(3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to the Authority, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. The Authority will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

(4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

(5) The Authority may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

- (c) Electronic Payments Program: The Authority reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, the Authority shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by the Authority. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that the Authority may withhold any request for payment hereunder, if the Grantee has not complied with the Authority's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by the Authority.
- (d) In no event will the Authority make any payment which would cause the Authority's aggregate disbursements to exceed the Grant amount.
- (e) The Grant, or a portion thereof, may be subject to recapture by the Authority as provided in Section 9(c) hereof.

6. Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with the Authority's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of the Authority or the State

The Authority shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless the Authority, the

State and their respective agents, officers, employees and directors (collectively, the “Indemnitees”) from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by the Authority to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by the Authority the proceeds of which were used to fund the Grant (the “Bonds”) to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against the Authority by a governmental agency or authority, which the Authority defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the NYS EDAP Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to the Dormitory Authority.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- (i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.

- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to the Authority's Accounts Payable Department at the time of requisition.
- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project.
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to the Authority arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of the Authority or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of the Authority or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or the Authority in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that the Authority has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ") completed by the Grantee in connection with the Project and the Grant attached hereto as Exhibit C, and that the responses in the GQ continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that the Dormitory Authority has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to the Dormitory Authority.
- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

- (t) The Grantee agrees to provide such documentation to the Authority as may be requested by the Authority in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by the Authority in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of the Authority, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of the Authority and within the time frames established therefor under this Agreement.
 - (ii) Failure to comply with any request for information reasonably made by the Authority to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by the Authority in connection with the Grant.
 - (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or the Authority.
 - (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - (vi) The Grantee abandons the Project prior to its completion.

- (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
- (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by the Authority indicating the nature of the default, the Authority shall have the right to terminate this Agreement.
- (c) Upon any such termination, the Authority may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If the Authority determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, the Authority may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. The Authority shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. The Authority, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to the Authority in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

The Authority shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to the Authority or obtained by the Authority as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by the Authority to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except the Authority and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, the Authority will not be liable for any information disclosed, in the Authority's sole discretion, pursuant to the Freedom of Information Law, or which the Authority is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the NYS EDAP Program to the Authority.

Town of Philipstown
Replacement of Windows and Doors and Upgrades to the Boiler System
Project ID 3768

This agreement is entered into as of the latest date written below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

Authorized Officer

(Printed Name)

Date:

GRANTEE: TOWN OF PHILIPSTOWN

SIGN HERE

(Signature)

(Printed name and title)

Date:

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

Town of Philipstown
Replacement of Windows and Doors and Upgrades to the Boiler System
Project ID 3768

USE OF FUNDS	TIMELINE		SOURCES				TOTAL	
	Anticipated Dates		Authority Share	In-Kind/Equity/Sponsor		Other Sources		
TASKS*	Start	End	Amount	Source Name	Amount	Entity Name	Amount	
Replacement of windows and doors and upgrades to the boiler system			\$200,000	Town of Philipstown	\$55,740			\$255,740
						</		

* Please note that the tasks set forth in this column must be those for which reimbursement or payment on invoice will be sought. Please ensure that the task list is complete and includes all the tasks for which you will be submitting requisitions. The failure to do so may delay payment.

EXHIBIT B: Opinion of Counsel

[Letterhead of Counsel to the Grantee]

[Date]

Dormitory Authority of the
State of New York
515 Broadway
Albany, New York 12207

Attn: Debra Pulenskey Drescher, Esq.

*Re: New York State Economic Development Assistance Program ("NYS EDAP") Grant
Replacement of Windows and Doors and Upgrades to the Boiler System
Project ID 3768*

Ladies and Gentlemen:

I have acted as counsel to Town of Philipstown (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on [*Insert date Agreement executed by Grantee*] (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York [**or**, is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York] and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

EXHIBIT C: Grantee Questionnaire



DORMITORY AUTHORITY OF THE STATE OF NEW YORK
Grant Programs
Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE THE DORMITORY AUTHORITY WILL PROCESS YOUR GRANT APPLICATION

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

SECTION I: GENERAL INFORMATION

1. GRANTEE (LEGALLY INC. NAME): Town of Philipstown
2. FEDERAL EMPLOYER ID NO. (FEIN): 14 6002369W
3. D/B/A – DOING BUSINESS AS (IF APPLICABLE): _____
COUNTY FILED: Putnam
4. WEBSITE ADDRESS (IF APPLICABLE): supervisor@philipstown.com
5. BUSINESS E-MAIL ADDRESS: same as above
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: 238 Main St., Cold Spring, NY 10516
7. TELEPHONE NUMBER: 845-265-5200 7. FAX NUMBER: 845-265-3958
8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?
☐ YES ☒ NO

If **yes**, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:
NAME: Tina M. Merando
TITLE: Town Clerk
TELEPHONE NUMBER: 845-265-3329 FAX NUMBER: 845-265-3958
E-MAIL: townclerk@philipstown.com
10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? 144 years

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

AS USED HEREIN IN THIS *GRANT PROGRAMS* GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

B. GRANT AWARD

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? ☐ YES ☒ NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? ☐ YES ☒ NO

IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY? ☒ YES ☐ NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. _____.

IF ANSWER IS "NO". PLEASE EXPLAIN:

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY? ☐ YES ☒ NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT? ☐ YES ☒ NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE? ☐ YES ☒ NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION? ☐ YES ☒ NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE? ☐ YES ☒ NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE? ☐ YES ☒ NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS? ☐ YES ☒ NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS ☐ YES ☒ NO
 - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION ☐ YES ☒ NO
 - COVERAGE OR CLAIM REQUIREMENTS ☐ YES ☒ NO
 - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT) ☐ YES ☒ NO
 - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS ☐ YES ☒ NO
 - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS ☐ YES ☒ NO
 - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION? ☐ YES ☒ NO
 - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL? ☐ YES ☒ NO

FOR EACH YES ANSWER TO QUESTIONS 5-A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

5. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE **FAILED** TO:

- (a) FILE RETURNS OR PAY ANY APPLICABLE FEDERAL, STATE OR LOCAL GOVERNMENT TAXES? ☐ YES ☒ NO

CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN THE AUTHORITY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING THE DORMITORY AUTHORITY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT THE DORMITORY AUTHORITY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT THE DORMITORY AUTHORITY STATE OF NEW YORK WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY THE DORMITORY AUTHORITY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

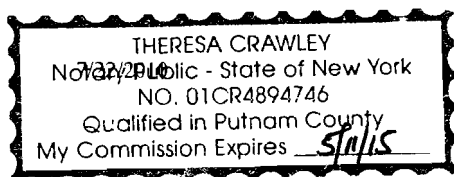
Richard Shea
Signature of Authorized Officer

Richard Shea
Printed Name of Authorized Officer

Supervisor
Title of Authorized Officer

Sworn to before me this 7 day
of March, 2012.

Theresa Cawley
Notary Public



Tina M. Merando
Signature of Chair of the Board of Grantee
(or other Authorized Officer)

Tina M. Merando
Print Name of Chair of the Board of Grantee
(or other Authorized Officer)

Sworn to before me this 7 day
of March, 2012.

Theresa Cawley
Notary Public

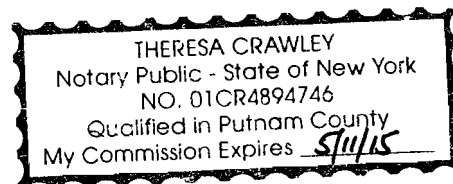


EXHIBIT D: Disbursement Terms

Town of Philipstown Replacement of Windows and Doors and Upgrades to the Boiler System Project ID 3768

Subject to the terms and conditions contained in this Agreement, the Authority shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

The Authority shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the budget in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to the Authority of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as the Authority may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Section 5(a) of this Agreement or by payment on invoice subject to the terms and conditions of Section 5(b) of this Agreement.

Supporting documentation acceptable to the Authority must be provided prior to payment, including invoices and proof of payment in a form acceptable to the Dormitory Authority. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. The Dormitory Authority reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to the Authority as may be requested by the Authority in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by the Authority in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of the Authority, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved project location(s) and/or items received at the approved project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

Town of Philipstown
Replacement of Windows and Doors and Upgrades to the Boiler System
Project ID 3768

For Office Use Only:**FMS#:** 150709**GranteeID:** 2404**GrantID:** 3909

Payment Request # _____

For work completed between ____ / ____ / ____ and ____ / ____ / ____

THIS REQUEST:

A: TASK #*	B: THE AUTHORITY SHARE*	C: THIS REQUEST	D: TOTAL REQUESTED PRIOR TO THIS REQUEST	E: B-C-D BALANCE
TOTAL:				

- * Please note that the task numbers and Authority Share amounts set forth in columns A and B respectively must correspond to the tasks and Authority Share amounts set forth in Exhibit A. When submitting a requisition for payment, please remember that the Authority can reimburse you for capital expenditures made by and invoiced to the Grantee set forth on the cover page of this Agreement only. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of a New York State Economic Development Assistance Program facility.

The Authority may not reimburse Grantees or make payments on invoice for costs including, but not limited to, the following: working capital, rent, utilities, salaries, supplies and other administrative expenses.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Town of Philipstown, for Project # 3768.

We hereby warrant and represent to the Dormitory Authority of the State of New York ("the Authority") that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # _____ attached hereto in the amount of \$ _____ for which Town of Philipstown, is seeking payment and/or reimbursement comply with the requirements of the Agreement between the Authority and Town of Philipstown (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from the Authority does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to the Authority within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, the Authority will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Philipstown. The tasks have been completed in the manner outlined in the Agreement.
7. The following documents are hereby attached for Authority approval, in support of this requisition, and are accurate images of the original documents (**Please check off all that apply**):
 - ☐ Readable copies of both front and back of canceled checks.
 - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - ☐ Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT E-1: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date _____

Attention: Accounts Payable - Grants
Dormitory Authority of the State of New York
515 Broadway
Albany, New York 12207

*Re: New York State Economic Development Assistance Program ("NYS EDAP") Grant
Replacement of Windows and Doors and Upgrades to the Boiler System
Project No. 3768*

To Whom it May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR		
2)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
OR		
3)	<input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a segregated account to be used solely for accepting and disbursing funds from the Authority for this grant and for no other purpose. The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at () _____.

Signature: _____

Print Name: _____ Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and subtotaled by task #. Please use additional sheets if necessary.

Task #: ____ **Task Description:** _____

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for Task:			(Transfer to Exhibit E)

Task #: ____ **Task Description:** _____

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

Task #: ____ **Task Description:** _____

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and the Authority, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by the Authority's participation in projects or initiatives, and/or the use of the Authority funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by the Authority, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by the Authority.

Affirmative Action Officer ("AAO")

Shall mean the Authority's Affirmative Action Officer or his/her designee, managing the affirmative action program for the Authority.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by the Authority and (ii) **any borrower or Grantee** receiving funds from the Authority pursuant to a loan or Grant document.

Minority Business Enterprise (“MBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) at least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on the Authority contract;
- (e) Utilizing the resources of the Authority Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise (“WBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

BILLING INFORMATION		SERVICE ADDRESS INFORMATION	
Name	<u>Town of Philipstown</u>	<input type="checkbox"/> Check here if same as billing address	
Street Address	<u>238 Main Street</u>	Street Address	<u></u>
Apt/Suite/Building	<u></u>	Apt/Suite/Building	<u></u>
City, ST Zip	<u>Cold Spring, NY 10516</u>	City, ST Zip	<u></u>
Contact Name	<u>Tina Mirando</u>	Contact Name	<u></u>
Contact Number	<u>845-265-3329</u>	Contact Number	<u></u>
Email Address	<u></u>	CUSTOMER AND ORDER INFORMATION	
Fed Tax ID/ SSN	<u></u>	Customer ID	<u></u>
Tax Exempt	<input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership	Order Number(s)	<u></u>
<input type="checkbox"/> Yes (attach forms)	<input type="checkbox"/> Sole Proprietor	Services Ordered	<input type="checkbox"/> Local/LD <input type="checkbox"/> Data <input type="checkbox"/> Toll Free <input type="checkbox"/> Calling Cards
		Current Carrier(s)	<u></u>

CUSTOMER ACKNOWLEDGEMENT AND AUTHORIZATION	
I hereby authorize Cornerstone Telephone Company to act as my/our agent for all matters related to the provisioning of the services requested on this order form as well as any additional attachments. I agree to all terms and conditions of the service, including service level agreements, as detailed out on the additional pages of this order form.	Authorized Signature <u></u>
	Printed Name & Title <u></u>
	Date <u></u>

SERVICE TYPE(S) ORDERED			
CSTC Dedicated Voice <input type="checkbox"/> Fiber <input type="checkbox"/> T1 <input type="checkbox"/> OFN	CSTC Dedicated Data <input type="checkbox"/> Fiber <input type="checkbox"/> Canopy <input type="checkbox"/> T1 <input type="checkbox"/> OFN	CSTC Dedicated Voice + Data <input type="checkbox"/> Fiber <input type="checkbox"/> T1 <input type="checkbox"/> OFN	CSTC Vo Broadband <input type="checkbox"/> CPB <input type="checkbox"/> DSL
CSTC Data <input type="checkbox"/> A-DSL <input type="checkbox"/> DSL <input type="checkbox"/> Hi CAP <input type="checkbox"/> FTAS	CSTC Vo Broadband + Data <input type="checkbox"/> A-DSL <input type="checkbox"/> Hi-CAP <input type="checkbox"/> FTAS	Voice X Wholesale Advantage <input type="checkbox"/> Resale	CSTC Point-to-Point <input type="checkbox"/> Fiber <input type="checkbox"/> T1

SERVICES								
TN / Bandwidth	BTN / Fax	Service Type (from above)	Install Charges	Recurring Charges	Local Usage	LD Usage	Features / Notes	HTG SEQ
845-265-2687		WA	0	\$8.99	\$0.12	\$0.039	Renewal - Rate Changes only	
845-265-2951		WA	0	\$8.99	\$0.12	\$0.039	Renewal - Rate Changes only	
845-265-3329		WA	0	\$8.99	\$0.12	\$0.039	Renewal - Rate Changes only	
845-265-3359		WA	0	\$8.99	\$0.12	\$0.039	Renewal - Rate Changes only	
845-265-3507		WA	0	\$8.99	\$0.12	\$0.039	Renewal - Rate Changes only	
845-265-3521		WA	0	\$8.99	\$0.12	\$0.039	Renewal - Rate Changes only	
845-265-3530		WA	0	\$8.99	\$0.12	\$0.039	Renewal - Rate Changes only	
845-265-3929		WA	0	\$8.99	\$0.12	\$0.039	Renewal - Rate Changes only	
845-265-3948		WA	0	\$8.99	\$0.12	\$0.039	Renewal - Rate Changes only	
845-265-3958		WA	0	\$8.99	\$0.12	\$0.039	Renewal - Rate Changes only	
845-265-4402		WA	0	\$8.99	\$0.12	\$0.039	Renewal - Rate Changes only	
845-265-5200		WA	0	\$8.99	\$0.12	\$0.039	Renewal - Rate Changes only	

-attach additional pages if there are more telephone numbers being converted-

(Enter New - # lines requested if new lines are being requested)	(All rates quoted do not include additional taxes, surcharges and carrier charges that may or may not apply to the services being ordered)	Vo Broadband Service & Data Acknowledgement By initialing here, I agree that I have reviewed the language item 6(b) and/or 6(d) in the Terms & Conditions as it relates to this service.	Customer Initials & Date <u></u>
--	--	--	----------------------------------

[illegible]



SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is made and entered into as of the ___ day of March, 2012, by and between **CORNERSTONE TELEPHONE COMPANY, LLC** ("**CornerStone**"), 2 Third Street, Troy, New York, and Town of Philipstown ("**Customer**"), whose address is 238 Main Street, Cold Spring, NY 10516.

For purposes of this Agreement, CornerStone and Customer may, from time to time, be individually referred to as a "**Party**" and collectively as the "**Parties**".

1. **SERVICES.** Customer hereby agrees to purchase from CornerStone the telecommunications and data services identified in the Service Order(s) attached to this Agreement ("**Services**"), owned or licensed by CornerStone and/or its suppliers, licensors or other third parties (collectively, the "**Contributors**") pursuant to the terms and conditions of this Agreement. This Agreement and the attached Service Order(s) ("**Service Order**") become binding upon the Parties to this Agreement when signed by an authorized representative of CornerStone.
2. **EFFECTIVE DATE AND TERM.** The term of this Agreement shall commence on the date this Agreement is executed by both Parties ("**Effective Date**") and shall continue for a period of Thirty six (36) months ("**Term**"). Customer shall purchase the Services identified in each Service Order (a) for the period of time stated in the Service Order (the "**Service Term**") or (b) for the Term, if no period of time is stated in the Service Order. With respect to any Services for which the applicable Service Term or Extended Service Term (as defined below) has not expired by the end of the Term, the terms and conditions of this Agreement will remain in full force and effect until such Service Term or Extended Service Term expires. Unless otherwise stated in the Service Order, the Service Term and billing for the Services will begin when any work or installation of facilities needed to provide the Services is completed and CornerStone begins delivery of the Services to Customer or the Services are turned over to Customer for use. Upon expiration of the Service Term relevant to the Services, each Service Term shall automatically be extended on a month-to-month basis (the "**Extended Service Term**") subject to the terms and conditions then in effect with respect to such Services until a new agreement is entered into or the Services are terminated by either Party upon thirty (30) days prior written notice to the other Party. Although the terms and conditions of this Agreement will continue to apply during the Extended Service Term, the charges for the Extended Service Term shall be as set forth in Section 3.
3. **CHARGES AND PAYMENT.** Customer agrees to pay all recurring and non-recurring rates and charges (which may include, but are not limited to, service installation and activation charges, measured and usage based charges, local and long distance charges, and equipment and facilities charges) as set forth in each Service Order plus all applicable taxes, surcharges and carrier charges ("**Service Charges**"). CornerStone will have the right to increase the rates and charges as set forth in each Service Order if mandated by federal or state regulating authorities or if a Contributor increases its rates and charges to CornerStone. Charges will be invoiced to Customer on a monthly basis and Customer agrees to pay all Service Charges (except Disputed Amounts as defined below) 25 days from the invoice date unless a different due date is on the invoice. A late payment charge equal to (i) the greater of \$10 or 1.5% of the unpaid balance (less any charges billed as local taxes) not received by the due date, or (iii) such lesser maximum allowable by law, shall be due and payable on all Service Charges not paid on or before the due date. If a payment by check is returned by a bank for any reason, CornerStone will charge Customer a returned check fee of \$25.00. If Customer defaults in the payment of any Service Charges when due hereunder, CornerStone may suspend or terminate the Services (in accordance

with its Tariff or applicable law) in addition to any other legal remedies it may have. If Customer reasonably disputes any portion of an invoice, Customer must timely pay the undisputed portion and submit a written claim for the disputed amount, adequately supported by a bona fide explanation and documentation ("*Disputed Amount*"). Any dispute must be submitted to CornerStone within ninety (90) days after the date of the invoice containing the Disputed Amount. Customer waives the right to dispute any amounts not disputed within the ninety (90) day month period. In the event a dispute is resolved against Customer, Customer will pay such amount within thirty (30) days after being notified of the resolution plus interest at the rate of 2% per month from the original due date of the Disputed Amount. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred by CornerStone in collecting, or attempting to collect, any charges owed under this Agreement. If CornerStone fails to invoice a Service Charge in a timely manner, such failure shall not constitute a waiver of the Service Charge. CornerStone may charge its then applicable rates during any Extended Service Term. If the Service Charges are based on a bundled product offering and Customer terminates one or more of the bundled products, CornerStone shall have the right to re-price the remaining products as of the date of such termination, in addition to any other rights it may have under this Agreement including, but not limited to, those rights contained in Sections 6 and 7.

4. **SERVICES AND EQUIPMENT INSTALLATION.** Customer shall (a) obtain and maintain all consents, licenses and easements as are necessary to permit, and shall permit, CornerStone representatives to install, deliver, operate and maintain the Services and CornerStone- provided and installed equipment ("*CornerStone Equipment*") at Customer's facilities; (b) allow CornerStone access to Customer's facilities as is needed to install, configure, upgrade, maintain or remove CornerStone Equipment; (c) make and maintain all reasonable site preparations necessary to permit the installation, maintenance and operation of the Services and any CornerStone Equipment required to provide the Services; (d) provide CornerStone with floor space, rack space, other space, heating, ventilation, cooling and power as is reasonably necessary for the installation and operation of CornerStone Equipment; (e) not charge CornerStone, and ensure that CornerStone does not incur, any fees or expenses whatsoever in connection with Customer's performance of its obligations hereunder. Interconnection of the Services and CornerStone Equipment with Customer's equipment will be performed by Customer at its expense unless otherwise agreed in writing by the Parties. If Customer is not present or does not have the minimum hardware and/or software requirements necessary for the Services at the time of a scheduled installation, Customer will pay CornerStone the fee it is charged for the unsuccessful installation and the fee it is charged for a subsequent successful installation, if a third party performs the installation, or CornerStone's then prevailing installation fee for both the unsuccessful and the successful installation, if CornerStone performs the installation. Customer will be responsible for any damage to or loss of CornerStone Equipment caused by Customer, its employees or agents. Upon termination or expiration of this Agreement, if Customer does not allow CornerStone access to its facilities to remove CornerStone Equipment, or if CornerStone Equipment has been lost or is otherwise not available for removal by CornerStone, Customer will immediately pay the fair market value of all such CornerStone Equipment.
5. **CUSTOMER OBLIGATIONS.** Customer agrees (a) not to resell or redistribute, whether for a fee or not, the Services or any portion thereof; (b) to use the Services only for Customer's business purposes; (c) to use the Services, including all content transmitted via the Services, in compliance with all applicable laws and regulations; (d) to keep CornerStone Equipment free and clear of all liens and encumbrances and to be responsible for loss of or damage to CornerStone Equipment while it is located at Customer's facilities; (e) to notify CornerStone of any interruption of Services only after Customer has determined that the trouble is not being caused by Customer or its equipment; and (f) to be solely responsible for the selection, implementation and maintenance of security features for the protection against unauthorized or fraudulent use of the Services.
6. **SERVICES TERMINATION BY CUSTOMER.** If Customer terminates the Services before the end of the Term for reasons other than cause, Customer shall immediately pay (a) all accrued and unpaid Service Charges incurred through the date of such termination, and (b) an amount equal to the lesser of (i) the monthly recurring charges associated with the terminated Services multiplied by the number of months remaining in the Term

from the date of such termination (pro-rated in the event of a partial month) or (ii) \$100 per line or channel multiplied by the number of months remaining in the Term from the date of such termination (pro-rated in the event of a partial month), and (c) all non-recurring charges waived at installation and (d) all charges payable to any Contributors for which CornerStone is or becomes contractually liable in connection with the Services or with any such termination. Customer (a) acknowledges that the Service Charges are based on Customer's commitment to utilize the Services for the Term, (b) agrees that CornerStone's damages will be difficult to ascertain if Customer terminates the Services before the end of the Term for reasons other than cause and (c) agrees that the foregoing charges are liquidated damages and not a penalty. If CornerStone shall be in material breach of this Agreement, Customer may terminate the specific Service to which the breach pertains upon thirty (30) days written notice unless CornerStone cures such breach within such thirty (30) day notice period. The foregoing shall be the exclusive remedy of Customer for any CornerStone breach of this Agreement. Termination of the Services must be in writing to CornerStone and CornerStone has thirty (30) days to complete the disconnection of the Services. Customer is responsible for all Service Charges for the Services during the thirty (30) day disconnection period. The thirty (30) day disconnection period begins on the day CornerStone receives Customer's written termination notice.

7. **SUSPENSION OR TERMINATION OF SERVICES BY CORNERSTONE.** In addition to its right to suspend or terminate Services as set forth in Section 3, CornerStone shall have the right to suspend, terminate, or limit the use of any or all Services provided under this Agreement without liability and with such notice as required by law or Tariff to Customer, for the following reasons: a) the Services are being used in violation of any applicable federal, state, or local law, ordinance or regulation; b) the Services are being used in an unauthorized or fraudulent manner or in violation of the Acceptable Use Policy; c) the Customer's use of the Services adversely affects CornerStone's equipment or its service to others; d) the Customer is in breach of this Agreement; (e) CornerStone is unable to provide the Services because a Contributor has discontinued providing the Services to CornerStone for any reason; or f) a court or other governmental authority having jurisdiction issues an order prohibiting CornerStone from furnishing the Services to Customer. If CornerStone terminates all Services pursuant to this Section 7 or pursuant to Section 3, it shall have the right to bill and declare due and payable any early termination charges set forth in Section 6 and/or the Service Order(s). In lieu of terminating all Services, CornerStone shall have the right, in its sole discretion to terminate the specific Service to which any of the foregoing reasons a) through f) pertains, with Customer remaining liable for damages. Upon termination of any Service, Customer is liable for any unpaid Service Charges for the terminated Service up to the time of termination. This Agreement may not be terminated and will continue in full force and effect with respect to all Services that are not the subject of such breach.
8. **LIMITED WARRANTY, DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** CORNERSTONE WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICES SUBSTANTIALLY IN ACCORDANCE WITH THE SERVICE DESCRIPTIONS CONTAINED IN THE SERVICE ORDER(S). IF THE SERVICES DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH THE SERVICE DESCRIPTIONS, THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS, CORNERSTONE'S SOLE OBLIGATION IS TO REPAIR AND RESTORE THE SERVICES AT CORNERSTONE'S EXPENSE. THE FOREGOING WARRANTY AND REMEDY IS CORNERSTONE'S EXCLUSIVE WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. THE FOREGOING SENTENCES NOTWITHSTANDING, VOICE OVER BROADBAND IS A BEST EFFORT SERVICE AND CORNERSTONE MAKES NO WARRANTY OF ORDER COMPLETION OR LEVEL OF SERVICE, REGARDLESS OF BROADBAND PROVIDER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CORNERSTONE PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS. CORNERSTONE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE SERVICES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR THE COST OF COVER OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES

OR LIABILITIES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, INFORMATION, REVENUE, PROFIT OR BUSINESS) ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICES OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CORNERSTONE BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES. CORNERSTONE'S LIABILITY ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICES OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SERVICES DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY REGARDLESS OF THE AMOUNT OF DAMAGES CUSTOMER MAY INCUR AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

9. **INDEMNIFICATION.** Customer agrees to defend and hold CornerStone and the Contributors harmless, at Customer's expense, from and against any and all third party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by CornerStone or a Contributor arising out of or relating to Customer's (a) violation or breach of any term of this Agreement, (b) misuse of the Services or (c) any other matter for which indemnification is provided in CornerStone's Tariff.
10. **CONFIDENTIAL INFORMATION.** Commencing on the date Customer executes this Agreement and continuing for a period of two (2) years from the termination of this Agreement, each Party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing Party or otherwise discovered by the receiving Party while this Agreement is in effect, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing Party's technology, products, services, business affairs, customers, personnel and marketing or sales plans (collectively the "*Confidential Information*"). The Parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving Party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving Party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing Party; (d) is developed independently by the receiving Party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, or court or governmental order. A breach of any of the promises or agreements contained herein will result in irreparable harm and continuing damage to CornerStone for which there will be no adequate remedy at law, and CornerStone shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper (including, if appropriate, monetary damages).
11. **INTELLECTUAL PROPERTY.** This Agreement does not grant Customer a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property now or hereafter owned, controlled or licensable by CornerStone. The Services may be subject to the terms, conditions and restrictions contained in agreements between CornerStone and its Contributors, and Customer agrees to comply with such terms, conditions and restrictions that may limit Customer's use of the Services.
12. **FORCE MAJEURE.** Neither Party is liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, vandalism, fire, flood, adverse weather conditions, cut cable, explosion, riot, embargo, acts of

government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment. Either Party's invocation of this provision shall not relieve Customer of its obligation to pay for any Services actually provided up to Customer's demarcation point.

13. **GOVERNING LAW AND JURISDICTION.** This Agreement and the attached Service Order(s) shall be governed by and construed under the laws of the State of New York without regard to any conflict of law principles to the contrary. Customer hereby irrevocably submits to jurisdiction of the state and federal courts located in Rensselaer County, New York, with respect to any action or proceeding under this Agreement or relating to the Services. Customer will not prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement except in such courts.
14. **ENTIRE AGREEMENT.** This Agreement, including the Service Order(s) and Acceptable Use Policy which are incorporated herein, sets forth the entire agreement between CornerStone and Customer with respect to the Services and the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral. No amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by the Parties to this Agreement. No representations or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those contained in this Agreement.
15. **ASSIGNMENT.** Except as set forth in this Section, neither Party may assign this Agreement without the prior written consent of the other Party. CornerStone may assign its rights and obligations hereunder (a) to a parent, affiliate or subsidiary of CornerStone or (b) pursuant to a merger, consolidation, acquisition, reorganization or sale or transfer of all or substantially all of its assets.
16. **RELATIONSHIP OF THE PARTIES; INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that each Party is acting as an independent contractor and is not an agent or employee of the other Party for any purpose. Neither Party has authority to assume or create any obligation for or on behalf of the other Party, express or implied, with respect to this Agreement or otherwise.
17. **SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of this Agreement will remain in full force and effect and will be interpreted in such a manner as to carry out the full intention of the parties.
18. **NOTICES.** Any notice required or permitted to be sent under this Agreement must be delivered by certified mail, return receipt requested, or by a nationally recognized courier service to the addresses of the parties set forth in this Agreement. Notice so sent will be deemed effective three days following deposit in the mail, with proper postage prepaid, or one day following delivery to an international courier service, prepaid for overnight delivery.
19. **WAIVER.** The failure of either Party to enforce any provision of this Agreement or to exercise any right is not a waiver of the provision or right, and does not affect the validity of this Agreement. Any waiver must be in writing and signed by both parties, and any grant of a waiver in one instance shall not be construed as a continuing waiver in all similar instances.
20. **COMPLIANCE WITH LAWS.** Each Party will comply, at its expense, with all applicable federal, state and local laws, ordinances, codes, rules and regulations in its performance under this Agreement. If required by law, the Services are subject to such orders, rulings and tariffs now or hereafter issued by or filed with the Federal Communications Commission and/or the applicable state regulatory commission ("*Tariff*"). In the event of a conflict between the terms of this Agreement and any such Tariff, the terms of such Tariff will control.

21. **CPNI.** Customer Proprietary Network Information (“*CPNI*”) is information that relates to the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service subscribed to by a customer of a telecommunications carrier. Under federal law, Customer has the right to restrict the use of CPNI and CornerStone has a duty to protect CPNI. Customer hereby consents to the use of Customer’s CPNI by CornerStone and its subsidiaries and affiliates for the purpose of bringing other products and services to Customer’s attention. Customer may withdraw this consent by notifying CornerStone in writing at P.O. Box 509, Troy, New York 12180, Attention: CPNI. Withdrawing this consent will not affect Customer’s Services under this Agreement.
22. **RESTRICTED LICENSE.** If CornerStone is the licensee of the Services, it hereby grants to Customer and Customer accepts a non-exclusive, non-transferable sublicense to access and use the Services subject to the terms and conditions of this Agreement. Customer agrees that the applicable Contributor and its affiliates shall not be liable to Customer for any matters arising out of or related to the Services to the extent permissible by law, and Customer agrees to look solely to CornerStone with respect to such matters in accordance with Section 9 of this Agreement. Customer agrees that it will abide by any and all licensing agreements, including those provisions relating to the protection of proprietary rights, between CornerStone and the applicable Contributor. Customer agrees that the applicable Contributor shall be a third party beneficiary of the terms and conditions contained in this Agreement that are specifically applicable to a Contributor.
23. **MISCELLANEOUS.** Each person signing this Agreement represents and warrants that he or she has authority to bind the entity on whose behalf he or she is signing this Agreement. The terms and conditions of any purchase order submitted by Customer (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement or any attached Service Order(s) and such terms and conditions shall be void and of no effect. Nothing in this Agreement may be interpreted or construed for or against either CornerStone or Customer because that Party drafted or caused that Party’s attorney to draft any of its provisions. The headings in this Agreement are for convenience only and are not intended to have any substantive significance in interpreting this Agreement. A Party may not bring an action arising out of this Agreement more than two (2) years after the accrual of the cause of action. The Parties waive the right to invoke any different statute of limitation on the bringing of actions under state and federal law.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

SIGN HERE

CORNERSTONE TELEPHONE COMPANY, LLC

By: _____

Name: Kate Dietrich

Title: Retention Manager

Date: _____/2012



Town Supervisor <supervisor@philipstown.com>

"Girls" - Philipstown Permit App w/ Changes & Proof Of Worker's Comp

1 message

Aidan Sleeper <aidan.sleeper@gmail.com>
To: supervisor@philipstown.com
Cc: Girls Locations <girlslocationsdept@gmail.com>

Thu, Jun 21, 2012 at 11:40 AM

Hi Dottie,

Please find a new permit attached with the changes you requested. I put a mention about the neighbors in our Letter of Intent as well as on the permit application itself in the "Other Information" Section of the application. If you need additional paperwork, let me know and I can get it going. I also included our proof of Worker's Comp at the end of the packet.

Let me know if you need anything else.

Thanks,
Aidan

-
Aidan Sleeper
Assistant Location Manager
Half a Yogurt Productions, LLC
Girls - Season Two
c/o Steiner Studios
15 Washington Ave. Ste. 3140
Brooklyn Navy Yard, NY 11205
Tel: 917-671-5418
Fax: 917-671-5810
Cell: 914-391-0373
aidan.sleeper@gmail.com

 **Girls_PhilipstownChanges_6.21.pdf**
1746K

GIRLS

Half A Yogurt Productions, LLC

June 15, 2012

Amended June 21, 2012

Dear Ms. Turner,

The television show "GIRLS", requesting to shoot in Philipstown, New York, is a television series that follows the assorted life experiences and rare triumphs of a group of friends in their early twenties in present day New York City. The show is produced by Judd Apatow (*Get Him to The Greek*, *Superbad*, and *Knocked Up*) and written and directed by Lena Dunham.

The scene we hope to film on Manitou Station Road involves two characters waiting to be picked up by one of the girl's father, after they have arrived from the train station. The father is late, and they end up waiting for a while. The father eventually arrives to pick them up and they leave.

We have been in contact with the neighbors nearby the train station and have notified them of our planned activities. We are working in conjunction with the MTA / Metro North RR, and the Open Space Institute as well. We understand that residents must be able to have access to and from their homes during the times we are shooting and will maintain access for them.

Thank you for taking the time to review this letter. If you have any questions please do not hesitate to call me.

Best Regards,

Aidan Sleeper

"GIRLS" – Season 2

Locations Department

Locations Department
Steiner Studios
15 Washington Avenue, Suite 3350
Brooklyn Navy Yard, NY 11205
P: 917-671-5291
F: 917-671-5810
Email: girlslocationsdept@gmail.com

TOWN OF PHILIPSTOWN
P.O. Box 155, 238 Main Street, Cold Spring, NY 10516
Tel.: (845)265-3329 Fax: (845)265-3958



Application for Filming Permit

Applicant: Half A Yogurt Productions, LLC - "GIRLS"

(Name of Company and/or Individual)

15 Washington Avenue, Suite 3140

(Street Address)

Brooklyn Navy Yard, NY 11205

917-671-5090

(Locality)

(State)

(Zip)

(Telephone)

Contact Information

Supply the name, address, local telephone number and cell number of the person who will be available 24 hours a day during the activity. This person should have control and responsibility for the direction of all participants in the permitted activity and for the property for which the activity is permitted.

Aidan Sleeper

(Name of Individual)

15 Washington Avenue, Suite 3140 Brooklyn , NY 11205

(Street Address)

(Locality)

(State)

(Zip)

917-671-5291

914-391-0373

(Telephone Number)

(Cell Number)

If applicant is not owner or tenant in possession of property where filming is to take place, supply owner information below:

OWNER: MTA METRO NORTH RAILROAD

REPRESENTATIVE: Kyle McCarthy Manager, Special Events Corporate & Public Affairs

(Owner of Property)

212-340-4844

(Telephone Number)

(Cell Number)

FILMING FORMAT

Student	Public Service, Teaching or Not-for-Profit	<input type="checkbox"/>	Agency Advertising	<input type="checkbox"/>	Feature Film, TV, or Video	<input checked="" type="checkbox"/>
	Private Property	<input type="checkbox"/>	Public Property	<input type="checkbox"/>		

PROJECT NAME: "GIRLS"

(Name of Person or Entity Being Filmed)

**LOCATION: Manitou Station, Manitou Station Road
(bet. Hudson River Lane & Manitou Woods)
Manitou, NY 10524**

(Street Address)

(Locality)

FILMING DATES: JUNE 27th 2012

HOURS: 6AM – 8PM

RAIN DATE JUNE 28th 2012

6AM – 8PM

(APPLICATION CONTINUED)

DESCRIPTION OF ALL VEHICLES, EQUIPMENT, PROPS AND SETS TO BE USED IN CONNECTION WITH FILMING:

Vehicles: _____

(2) 67' Trailers – 3 Room Personnel Trailers

(2) 75' Trailers – Honeywagon & Hair/Makeup/Wardrobe

(2) 65' Equipment Trailers – Grip and Electric

(1) 55' Equipment Trailer – Props

(1) 38' Straight Truck – Camera

(3) 26' Straight Trucks – Grip & Electric Swing Trucks + Set Dressing Trucks

(1) Generator Van

(20-30) Personal Crew Vehicles

(1) Prop Car

(4) Fifteen Passenger Vans

(3) Stake Beds

Equipment: Lifts and Grip/Lighting/Camera Equipment

Props: Luggage, Water, Cell Phones, Prop Car

Sets: Manitou Station, Manitou Station Road

Outdoor Lighting: Yes – Minimal Lighting - Standing and Hanging Lighting Positions

Attach child performer permit(s) for each performer under 18. N/A

OTHER INFORMATION AS MAY BE REQUIRED BY THE TOWN:

We have been speaking with the residents in the vicinity of our proposed shoot and have notified them of our Planned activities. Thus far, no one has been averse to our shoot so long as we maintain access to the road.

**If Possible, we would like to have a member of our production ask vehicles not to park on the south side of Manitou Station road, immediately next to the Metro North Station (approx. 4 car lengths) beginning Tuesday evening (6/26) to ensure that there is ample room to allow vehicles to pass by while we are filming.

TOWN OF PHILIPSTOWN
P.O. Box 155, 238 Main Street, Cold Spring, NY 10516
Tel.: (845)265-3329 Fax: (845)265-3958

Applicant: Half a Yogurt Productions, LLC

Wednesday, June 13, 2012

Signed By:

Aidan Sleeper

Date

Title: Assistant Location Manager & Authorized Signer

The Owner hereby consents to this Application and the filming to be done hereunder:

R. H. Sen

Signature of Owner(s)

6/25/12

Date

RELEASE AND INDEMNITY OF LIABILITY

In consideration of permission granted by the Town of Philipstown for the use of the above Filming Permit:

The undersigned applicant hereby releases from liability, absolves and agrees to defend, indemnify and hold harmless the Town of Philipstown, its officers, officials, employees, agents and volunteers, from and against any and all claims, actions at law, damages and/or liability, including expenses, attorney's fees, losses, claims, recoveries, judgments and causes of action whatsoever arising out of the grant of this filming permit. If, as a result of the grant of this filming permit, damage is sustained to any property owned by the Town of Philipstown, the undersigned permit holder agrees to reimburse to the Town of Philipstown the fair market value of any repair to, or replacement of, such property.

Half A Yogurt Productions, LLC

Signed By:

Aidan Sleeper
Applicant

Assistant Location Manager & Authorized Signer

Title:

FOR OFFICE USE

FILMING PERMIT

APPROVED ☐

APPROVED WITH SPECIAL CONDITIONS ☒

DENIED ☐

Commencement Date: June 27, 2012 Expiration Date: 8:00 PM June 27, 2012
Rain date: June 28, 2012 8:00 PM June 28, 2012

R. H. Sen

Town Supervisor



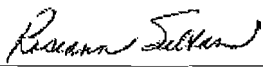
Subject to the restrictions in Town Code Section 89-5 and Chapter 89

SPECIAL CONDITIONS: Applicant will arrange for home owners and residents

continued use of the Town Road during filming. Prior to 8:00 A.M. the applica
will be setting up some props. They have spoken to the home owners and the
work will not generate noise. The homeowners directly adjacent to Manitou
Beach will be away and the film company has arranged for the use of the
applicants driveway and living room.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
1a. Legal Name and Address of Insured (Use street address only) 	1b. Business Telephone Number of Insured 818-972-3216 1c. NYS Unemployment Insurance Employer Registration Number of Insured 3452008 1d. Federal Employer Identification Number of Insured or Social Security Number 954506353
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) 	3a. Name of Insurance Carrier Zurich American Insurance Company 58 South Service Road, Melville, NY 11747 3b. Policy Number of entity listed in box "1a": 1782908 - 003 3c. Policy effective period: 7/1/2011 To 7/1/2012
4. Policy covers: a. <input checked="" type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law b. <input type="checkbox"/> Only the following class or classes of the employer's employees: Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above. Date Signed <u>7/6/2011</u> By <u></u> (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier) Telephone Number <u>(631) 845-2200</u> Title <u>Operations Manager</u> IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.	
PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)	
State Of New York Workers' Compensation Board According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees. Date Signed _____ By _____ (Signature of NYS Workers' Compensation Board Employee) Telephone Number _____ Title _____	

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
1a. Legal Name and Address of Insured (Use street address only) CAST & CREW 2300 EMPIRE AVENUE, FIFTH FLOOR BURBANK, CA 91504	1b. Business Telephone Number of Insured 818-972-3216 1c. NYS Unemployment Insurance Employer Registration Number of Insured 3452008 1d. Federal Employer Identification Number of Insured or Social Security Number 954506353
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Philipstown PO Box 155 238 Main Street Cold Spring, NY 10516	3a. Name of Insurance Carrier Zurich American Insurance Company 58 South Service Road, Melville, NY 11747 3b. Policy Number of entity listed in box "1a": 1782908 - 003 3c. Policy effective period: 7/1/2011 To 7/1/2012
4. Policy covers: a. <input checked="" type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law b. <input type="checkbox"/> Only the following class or classes of the employer's employees: Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above. Date Signed <u>7/8/2011</u> By <u><i>Richard Sullivan</i></u> (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier) Telephone Number <u>(631) 845-2200</u> Title <u>Operations Manager</u> IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.	
PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)	
State Of New York Workers' Compensation Board According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees. Date Signed _____ By _____ (Signature of NYS Workers' Compensation Board Employee) Telephone Number _____ Title _____	

*Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents
of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*

TOWNPH

TOWNOFPHILIPSTOWN

06/25/12

2044

Vendor/Employee #:

Name

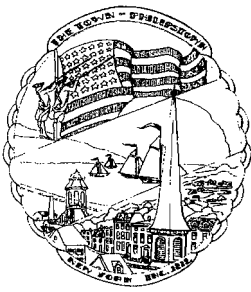
021473

Invoice #	Date	Invoice Amt	Amount Paid	Discount	Amount	Description
CKREQ062512	06/25/12	700.00	700.00	0.00	700.00	6/27 LOCATION FEE

CHECK TOTAL 700.00

Amount Subject to 1099 700.00

HALF A YOGURT PRODUCTIONS LLC, "GIRLS" SEASON 2, C/O STEINER STUDIOS



Town of Philipstown

Code Enforcement Office
238 Main Street, PO Box 155
Cold Spring, NY 10516

Office (845) 265- 5202 Fax (845) 265-2687

MONTHLY REPORT for June 2012

1. Fees Collected	<u># 12,812-</u>
2. Total Number of Permits Issued	<u>21</u>
3. New One- or Two-family dwellings:	<u>—</u>
4. New Commercial/Industrial buildings:	<u>—</u>
5. New Hazardous (H) occupancies:	<u>0</u>
6. New Multi family occupancies:	<u>—</u>
7. Additions, alterations or repairs residential buildings	<u>5</u>
8. Additions, alterations or repairs commercial buildings:	<u>—</u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u>14</u>
10. Number of Certificates of Occupancy :	<u>20</u>
11. Number of Stop Work Orders issued:	<u>0</u>
12. Operating permits issued	<u>0</u>
13. Operating permits issued hazardous materials	<u>0</u>
14. Operating permits Hazardous processes and activities	<u>0</u>
15. Permits issued for the Use of pyrotechnic devices:	<u>0</u>
16. Inspection of public assembly :	<u>1</u>
17. Inspection of commercial occupancies	<u>0</u>
18. Inspection of buildings with 3 or more dwelling units:	<u>0</u>

Projects of Significance: _____

