



VILLAGE OF COLD SPRING

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Board of Trustees Agenda June 10, 2014 at 7:30 pm

1. Pledge of Allegiance
2. Roll call
3. Approval of minutes: 5/6/2014, 5/13/2014, 5/20/2014, 5/27/2014, 5/29/2014
4. Financial Report
5. Report of Water and Wastewater Departments
6. Report of Code Enforcement
7. Report of the Police Department
8. Justice Court Report
9. Additional monthly reports – Recreation Commission, Liaison reports: Planning and Zoning Board of Appeals, Town of Philipstown, Chamber of Commerce, Historic District Review Board, Tree Committee, Putnam County, Cold Spring Boat Club, Fire Company, Parking Committee, Lighting Committee
10. Report of the Mayor and Board of Trustees
11. Correspondence
12. Old Business: Docksider agreement
13. New Business
14. Public Comment

**Village of Cold Spring
Board of Trustees Workshop
May 6, 2014**

The Board of Trustees of the Village of Cold Spring held a workshop on Tuesday, May 6, 2014 at 7:30 p.m. at the Village Hall, 85 Main Street, Cold Spring, NY.

Attending were Mayor J. Ralph Falloon, Trustees Bruce Campbell, Stephanie Hawkins, Michael Bowman and Cathryn Fadde and Village Attorney Michael Liguori.

There was a short discussion on topics brought up at the public hearing regarding the **B4A Zoning** amendment. Trustee Hawkins thought that the luncheonette provision should not be put into the code without further study on the effect it might have on Route 9D traffic as it has not been fully vetted. A luncheonette should be fully justified by the EAF before adding this. Also, the height of the buildings was brought up by Trustee Campbell. Mayor Falloon suggested that the Planning Board could come back to the Village Board if there was a height problem over the site plans. As far as the luncheonette is concerned, Nancy Tagliaferro will be consulted for her opinion on the matter. A final vote of the B4A zoning will take place at the regular monthly meeting of the Board on May 13, 2014.

The **Employee Appreciation Picnic** will be rescheduled to coincide with either the senior picnic or the Fire Company Clambake weekend.

Correspondence

Curt Landtroop emailed the Village office a notice of his resignation from the Cold Spring Recreation Commission. He thanked Trustee Campbell in his role as liaison for the Village Board. Mr. Landtroop served three years and was Commission Secretary.

There are now three vacancies on the Recreation Commission.

Old Business

There is an outstanding balance in the **escrow account** due to legal procedures against the Village.

The Farmers Market is **breaking free** of the Village and will be taking their money from the trust fund. Accountant Ellen Mageean will draw up a resolution to move funds to cover the debt.

The **drainage problem on West Street** may be related to a blockage in one of the resident's pipes but it has not been confirmed. All property owners have an easement and the essence of the easement is that no one is allowed to block the water flow in the pipe. Mayor Falloon and Trustee Campbell will speak with the property owner to try to move forward.

The Leonards' water service on **Constitution Drive** comes off a **hydrant** which is a dead end system. They have had complaints on water discoloration, stains and flow. It is best to connect to a main which allows water to flow past the home. Superintendent of Water and Wastewater, Greg Phillips, has set a date for June 11th to repair the hydrant. We will invite the Leonards to a meeting to explain what that will entail for them connecting to a main. The cost will be split between the Village and the Leonards.

The **Fjord trail** is moving along. The sidewalk will continue from Riverview to the Village line. Trustee Campbell will talk with the Recreation Commission. The fence at Mayor's Park will be moved in allowing a 5 foot walkway and will increase the parking spaces. Trustee Campbell received three quotes from \$18,000 to \$20,000 to remove and replace the fence. This will be covered by the Fjord Trail Committee. The cost to us will be labor only. The walkway will be ADA compliant.

Work is continuing on finding, removing, and disposing of the oil tank at the **Grove** for the potential purchase of the Grove property by the Marino family.

We looked at the code regarding **goods on the street** and it says that it is “to be displayed in a tasteful manner”. It is hard to determine what good taste is. The goods are allowed to be displayed within a 3 foot distance from the building.

An agreement is being drawn up allowing the **Trolley** to **be** parked on this side of the County on weekends only for the summer. This saves money and time on gas and the drivers respectively.

There is a new **agreement** proposed for **Dockside Property**. Mr. Liguori will go over it comparing the old to the new to make sure the concerns of the Board have been met.

We are working with the County to get **ID Badges** for the Village employees. This is a safety issue to make sure residents are speaking with proper authorities of the Village. There will be no cost to the Village.

The Village is looking into **solar trash compactors** for the dock area. The brand is called “Big Belly” and can hold 150 gallons of trash. The cost of one is \$3,000.

The Board will schedule **interviews** for the Recreation Commission and HDRB candidates for May 20, 2014 at 7:00 p.m with the regular scheduled workshop to follow.

There will be a joint meeting with the Town of Philipstown on May 14, 2014 for the possible **consolidation of the building departments** for both Nelsonville and Cold Spring. This meeting is being sponsored by the Town.

The **bills**, as presented to the Board, were approved for payment. Trustee Campbell made a motion to approve the payment of the bills seconded by Trustee Hawkins. The motion carried unanimously.

Public Comment

- The public was not allowed time to discuss the 3D model before a decision is made on the B4A zoning change.
- Regarding the fjord trail, will it be a sidewalk all the way to Beacon?
- The “Big Belly” solar cans will save the Village money.
- Red Rum Cycle event - We have reached out to the applicant for the Red Rum Cycle event with proceeds for St. Jude’s Children’s Hospital with no reply.
- At the B4A public hearing meeting unfortunately the Board was lacking in professionalism. All should be treated with a higher degree in that regard.
- Take into consideration the effect of erosion with the hard surfaces of sidewalk by Mayors field.
- Can notices be sent out to all shops on Main Street regarding the three foot distance that is allowed for goods on the street?

Meeting Adjourned

Respectfully, Sandra L. Falloon

**Minutes Board of Trustees Meeting
May 13, 2014**

The Board of Trustees of the Village of Cold Spring held their regular monthly meeting on Tuesday, May 13, 2014 at Village Hall, 85 Main Street, Cold Spring, NY beginning at 7:30 pm.

Attending: Mayor J. Ralph Falloon and Trustees: Stephanie Hawkins, Bruce Campbell, Michael Bowman and Cathryn Fadde

Also: Michael Liguori, Village Attorney; Anna Georgiou, Special Counsel; Chuck Voss, Planner; Ellen Mageean, Village Accountant

APPROVAL OF MINUTES

Trustee Fadde requested a change in the spelling of her first name in the 4/10/2014 and 4/15/2014 minutes. In the 4/15/2014 minutes, the vote of C. Fadde on Resolution #14-2014 should be changed to from yes to absent. Trustee Bowman moved to approve minutes of the 4/8/2014, 4/10/2014, 4/15/2014, 4/22/2014 and 4/29/2014 meetings, as amended, and seconded by Trustee Hawkins and unanimously approved.

FINANCIAL REPORT

- The accountant received the memorandum of agreement related to the police contract. The officers will receive retroactive pay from the beginning of the contract period of June 1, 2013. This payment will be paid to the officers with the payroll period ending on May 17, 2014. I anticipate that the total amount of the payment will be approximately \$4,000
- The six month contract for our supply of electric will end on June 18, 2014. The new price is .0899 cents per KWh fixed for 12 months. The current 12-month average for central Hudson is .08279, which includes some very high rates over the winter and a May rate of .03168. On May 1, 2014, the new “Energy Capacity Zone” which affects the mid-Hudson region went into effect. This new zone would require utilities to buy energy from producers within the zone during peak times. This would allow local energy generator to charge more for the electric. This could result in utility bills increasing 18% for business, if that increase is applied to the current 12 month average that would increase to .09770 cents per KWh. In order to receive the .0899 rate we have to notify Viridian by May 20, 2014.
- The Farmers’ Market has received their tax exempt status and is now handling their own finances. We are holding approximately \$31K in the trust and agency account. I have submitted a voucher to the board to be approved at tonight’s meeting in order to pay them this amount.

- All notices and paperwork for the new BAN have been completed. The interest rate on the new BAN is 1.25% with an effective rate of .9630%. The total amount of the new BAN is \$2,950,000.00 and will be issued on May 15, 2014. The existing BAN will mature on May 16, 2014.

Trustee Bowman moved to approve of proceeding with Viridian for electrical supply at a fixed rate of \$.0899 per KWH for a 12 month period and seconded by Trustee Fadde and unanimously approved.

Further discussion on escrow accounts was scheduled for May 20, 2014 and review of a draft tree ordinance was scheduled for May 27th.

WATER AND WASTEWATER

The annual drinking water quality report has been prepared and is off to print. Residents and property owners should receive it in the mail by month's end.

JUSTICE COURT

The Justice Court collected \$9,080 during the month of April 2014.

ADDITIONAL MONTHLY REPORTS

Recreation Commission- Trustee Campbell reviewed applications for use of Mayor's Park as follows: 5/31/2014 birthday party Ferreira, 8/9/2014 Clam Bake Cold Spring Fire Company, 6/14/2014 McVey picnic, 8/16/2014 Powell event, North Highlands Fire Company softball games Friday evenings. Trustee Campbell moved to approve all of the aforementioned applications and seconded by Trustee Bowman and unanimously approved.

CORRESPONDENCE

Michael Reisman submitted the **attached** correspondence on May 6, 2014 (after the close of public comment on the B-4A zoning) regarding the proposed local law amending Village Code Chapter 134(B-4A: Medical and Health Care Facility Mixed-Use District)

New York State Department of State is dedicating \$11.75 million in Environmental Protection Funds resources to advance community and waterfront revitalization priorities through the Consolidated Funding Application.

The following resolution was read in its entirety. A change was made correcting Paulding Street to Paulding Avenue.

RESOLUTION #18-2014

RESOLUTION APPROVING A LOCAL LAW TO AMEND VILLAGE CODE CHAPTER 134 BY AMENDING VILLAGE CODE SECTIONS 134-2, "DEFINITIONS," 134-3, "LISTING OF DISTRICTS," 134-4 "ZONING MAP" AND 134-15, "REGULATIONS FOR B-4 DESIGNATED MEDICAL, HEALTH CARE FACILITY DISTRICT"

WHEREAS, Butterfield Realty, LLC (“Butterfield”) has applied to the Village Board of Trustees to rezone its 5.7 acre parcel in the Village located near the intersection of Route 9D and Paulding Avenue (tax lot ID 49.5-3-45) , the former site of the Butterfield Hospital (“Premises”) for the purpose of redevelopment of the Premises; and

WHEREAS, the proposed local law enacts conditional zoning adding a new sub-district to the B4 Zoning District, the B-4A Zoning District (Medical and Health Care Facility Mixed Use District) and amends Chapter 134 and the Village’s Zoning Map (Section 134-4) to rezone the Premises; and

WHEREAS, the Zoning Map designation of the majority of the Premises will be changed from Zoning District B-4 to Zoning District B-4A (Medical and Health Care Facility Mixed Use District) and a small portion of the Premises along Paulding Avenue will be changed from Zoning District B-4 to R-1, conditioned upon approval of a site plan that substantially conforms to a Concept Site Plan prepared by Stephen Lopez, Landscape Architect (Tim Miller Associates Inc.), dated January 18, 2013 and last revised on May 6, 2013; and

WHEREAS, the Concept Site Plan contemplates a 15,000 square foot office/retail building located off Route 9D, a 17,500 square foot office/retail building and 55 market-rate condominium units designated for senior citizen housing to be contained within three buildings, with a resident community center which will join and link two of the condominium buildings. The Lahey Pavilion, consisting of 11,500 square feet, will continue its existing use as a medical office building. Three single family homes will be constructed along the northern portion of the Premises along Paulding Avenue on lots to be subdivided; and

WHEREAS, the new sub-district, B-4A Zoning District (Medical and Health Care Facility Mixed Use District), Section 134-15A, includes as permitted uses: up to 55 units of Senior Citizen Housing, municipal and other government uses, retail stores at street level, business and professional offices, banks, personal service shops, mixed uses, among other uses; and with minimum requirements, maximum permitted building height of 2½ stories (35 feet), and supplementary regulations as more fully set forth in said proposed local law; and

WHEREAS, the proposed local law also amends the definition of “Senior Citizen Housing” in Section 134-2 (B), “Definitions” so there is compliance with the “housing for older persons” exception from the federal Fair Housing Act, as amended (42 U.S.C. s.3607(b)(1)-(5)); and

WHEREAS, the Butterfield Redevelopment requires subdivision and site plan approvals by the Planning Board as well as approvals by other agencies, in addition to rezoning; and

WHEREAS, on February 19, 2014, the Planning Board as designated SEQRA Lead Agency adopted a Negative Declaration, determining the Butterfield Redevelopment will have no significant adverse environmental impacts; and

WHEREAS, after review and due consideration of the Planning Board’s recommendations set forth in the memorandum entitled “Planning Board Recommendations on Proposed Local Law, Amending Village Code Chapter 134 (B-4A-

Medical and Health Care Facility District)” the Board of Trustees has revised the proposed local law to reflect certain of those recommendations; and

WHEREAS, a duly noticed public hearing on the proposed local law was conducted on April 29, 2014, that was completed and closed on that same date, with notice and hearing requirements for the proposed local law as provided for in New York State law having been satisfied; and

WHEREAS, the Board of Trustees has fully considered the proposed local law and adopts the following findings:

1. The proposed local law is consistent with the Village of Cold Spring’s Comprehensive Plan, adopted on January 10, 2012. As outlined in the memorandum of Village Planning Consultant Charles Voss of Barton and Loguidice dated April 28, 2014 contained in the public hearing record and as further supported by testimony given at the April 29, 2014 public hearing, the following are among a few of the many goals, objectives and recommendations of the Comprehensive Plan that are supported by the Butterfield Redevelopment:
 - Preserve and enhance the small town, historic, neighborly, diverse and safe character of village life.
 - Protect the natural environment and conserve energy.
 - Enhance the economic vitality of the Village.
 - Ensure that community facilities and services meet the Village’s needs and are efficient and affordable.
 - Control the growth in property taxes.
 - Apply the vision, goals and objectives in the Plan to all new development within the Village.
 - Keep the U. S. Post Office in the Village of Cold Spring.
 - Integrate new development within the traditional Village setting.
 - Preservation of a substantial lawn ((67% of existing lawn to be preserved) supports comprehensive plan goals related to open space preservation, enhancing recreational opportunities.
2. As determined by the Planning Board in Part 3 of the Environmental Assessment Form, the Butterfield Redevelopment is intended to be in conformance with the Comprehensive Plan by providing residential development and mixed uses to compliment the character of the existing Village. Design of the residential buildings is intended to be similar in architecture to the homes along Chestnut Street and Main Street and is intended to be in conformance with the criteria outlined in the Historic District Design Guidelines. Proximity of the senior housing to the existing residential area on Paulding Avenue, and in particular the creation of three single-family lots for homes to be situated on Paulding Avenue, will facilitate integration into the neighborhood. In addition, the site is to be designed and constructed to facilitate walkability and pedestrian connections to and from the downtown areas by improving existing sidewalks and creating new pedestrian amenities across the entire site such as foot paths, seating areas and bicycle amenities.

3. The Board of Trustees further recognizes that the Butterfield Redevelopment, as reflected in the proposed local law with annexed Concept Site Plan, resulted from the participation of Village officials, residents and consultants in a lengthy review process that considered various development schemes at numerous public meetings and a community charette. Accordingly the Butterfield Redevelopment is not only consistent with the Comprehensive Plan, it is also in harmony with the Village's overall commitment to addressing the need for senior housing and greater diversity of development in the Village.
4. Local law referral pursuant to New York State General Municipal Law §239-m to the Putnam County Department of Planning, Development, and Public Transportation, was approved as submitted on April 15, 2014.

NOW, THEREFORE BE IT resolved that in accordance with this rezoning resolution, the Board of Trustees hereby adopts the **annexed** local law to amend the Village of Cold Spring Code and Zoning Map; and

BE IT FURTHER RESOLVED that the following conditions shall apply:

1. The Butterfield Redevelopment is subject to site plan and subdivision approval by the Planning Board, among other approvals.
2. The Butterfield Redevelopment includes an age-restricted condominium. All condominium units shall be occupied by at least one person 55 years of age or older, with no residents under the age of 18, and compliance with additional requirements for such age-restricted housing consistent with local, State and Federal law is required. Compliance with age restrictions for Senior Citizen Housing in the B-4A Zoning District shall be a condition of site plan approval and Village Code 134-16G(3) (a) [8] shall apply to assure continued compliance with approval conditions.
3. Gateway Park, as designated on the Concept Site Plan and consisting of approximately 43,600 square feet, shall be an open lawn area. An access agreement or other arrangement to facilitate access to Gateway Park by Village residents shall be offered to the Village by Butterfield as part of the site plan review process.

Trustee Bowman moved for approval of the Resolution.

The motion was seconded by Trustee Campbell and upon being put to a vote, the vote was as follows:

In Favor: Mayor Falloon, Trustee Campbell, Trustee Bowman, Trustee Fadde
Opposed: Trustee Hawkins

Dated: May 13, 2014

APPROVAL OF BILLS

Trustee Hawkins moved to approve payment of the audited bill submitted by the Cold Spring Farmer's Market and seconded by Trustee Bowman and unanimously approved.

PUBLIC COMMENT

Joseph Patrick asked:

- a. Would RFP's be issued for video equipment.
- b. if there are new docking fees for the Seastreak
- c. difficult for residents to attend an 8am parking committee meeting

Kathleen Foley cautioned the board to have filming of board meetings owned and controlled by the municipality. She asked about the noise associated with solar compacting garbage receptacles.

Paul Henderson thanked the organizers of the open meetings law presentation.

Paul Guillaro of Butterfield Redevelopment thanked the Planning Board and the Village Board for adoption of the zoning amendment.

With no further comment, Trustee Bowman moved to adjourn and seconded by Trustee Fadde and unanimously approved.

Meeting adjourned at 9:00 pm.

Respectfully submitted,

Mary Saari, Village Clerk

Village of Cold Spring
Board of Trustees Workshop
May 20, 2014

The Board of Trustees of the Village of Cold Spring held a workshop on Tuesday, May 20, 2014 at 7:00 p.m. at the Village Hall, 85 Main Street, Cold Spring, NY.

Attending were Mayor J. Ralph Falloon, Trustees Bruce Campbell, Stephanie Hawkins, Michael Bowman and Cathryn Fadde and Village Attorney Michael Liguori.

The meeting began with a short discussion on whether the interviews scheduled for this evening should be in open or closed session. Mayor Falloon preferred closed session but said it was up to the majority vote of the Board. Trustee Fadde made a motion to have all this evening's interviews in closed session as was legal as noted both by Attorney Liguori and Robert Freeman of the Open Meeting Law meeting which took place at Haldane School Music Room, 05/14/2014. Trustee Bowman seconded the vote and the motion was carried with a 4-1-0-0 vote. Trustee Hawkins voted no based on the fact that the last interviews were in an open meeting.

At 7:35, the open meeting continued.

Superintendent of Water and Wastewater, Greg Phillips, presented his plan on replacing the fire hydrant at 1 Constitution Drive, home of the Leonard family, and providing the Leonards with a new tap into the main and connecting his service with 20 feet of new copper tubing/union. At present, the Leonards connect directly into the hydrant causing water discoloration.

The Village Code states that the homeowner is responsible for any fees incurred for a repair/replacement of their water service from the main to the home. Mr. Phillips received a quote from a licensed/bonded plumber with the capability of performing the work required at approximately \$650. The extra trenching/backfilling with Item #4 and paving, performed by the Village Highway Department, would come in at a cost of approximately \$600 bringing a total expense of \$1250 for the Leonards.

At this time, Mr. Leonard declined to accept this cost. He will return to the Board with his decision at a later date.

Resolution # 2014-19

Moved by Trustee Hawkins; Seconded by Trustee Fadde

Resolved that (1) The Board of Trustees of The Village of Cold Spring hereby approves the following Budget Adjustment(s) for the 2013/2014 fiscal year:

(1)	To:	A00-1010-400	Board of Trustees: Contractual	\$450.00
	From:	A00-1340-100	Budget Officer: Personal Services	\$450.00
			To increase the Board of Trustees budget for the attendance at the NYCOM conference by the newly elected trustees	
(2)	To:	A00-1420-400	Attorney: Contractual	\$4,604.00
	To:	A00-1420-410	Attorney: Special	\$4,060.00

	To:	A00-3089-200	State Aid Engineering-New Street (revenue)	\$2,822.00
	From:	A00-1440-400	Engineer/Architect: Contractual	\$2,000.00
	From:	A00-1410-451	Village Clerk: Comp Plan – Village Board	\$2,500.00
	From:	A00-1340-100	Budget Officer: Personal Services	\$1,342.00
			To increase the budget for the attorney contractual and special for additional unbudgeted attorney fees.	
(3)	To:	A00-1620-412	Shared Services: Electric	\$546.00
	To:	A00-1620-420	Shared Services: Telephone	\$1,186.00
	From:	A00-1620-100	Shared Services: Personal Services	\$1,732.00
			To reallocate the shared services budget to cover additional charges for electric and telephone	
(4)	To:	A00-3120-400	Police: Vehicle repairs	\$1,000.00
	From:	A00-3120-120	Police: Personal Services	\$1,000.00
			To reallocate the police budget for additional expenses related to vehicle repair	
(5)	To:	A00-3410-440	Fire: Siren	\$83.00
	To:	A00-3410-450	Fire: Electricity	\$306.00
	From:	A00-3410-412	Fire: Heating Oil/Service	\$195.00
	From:	A00-3410-413	Fire: Diesel	\$194.00
			To reallocate the fire department budget for additional electric costs.	
(6)	To:	A005110-100	Highway Street Maint: Personal Service	\$6,000.00
	To:	A00-5110-410	Highway Street Maint: Supplies & Materials	\$1,000.00
	To:	A00-5110-415	Highway Street Maint: Electricity	\$750.00
	To:	A00-5110-420	Highway Street Maint: Equipment Repair	\$574.00
	To:	A00-5182-400	Street Lights: Contractual General Street	\$3,620.00
	To:	A00-5182-410	Street Lights: Haldane/Butterfield	\$252.00
	To:	A00-8160-100	Garbage: Personal Services	\$1,500.00
	To:	A00-8170-100	Street Clean: Personal Service	\$200.00
	To:	A00-8540-410	Storm Drain: Supplies	\$314.00
	From :	A00-5110-200	Highway Street Maint: Equipment	\$3,000.00
	From:	A00-5110-413	Highway Street Maint: Oil/Service	\$288.00
	From:	A00-5142-200	Snow Removal: Equipment	\$2,722.00
	From:	A00-5410-400	Sidewalks: Maintenance & Repair	\$700.00
	From:	A00-8160-110	Recycling: Personal Services	\$1,100.00
	From:	A00-8160-400	Garbage: Contractual	\$4,000.00
	From:	A00-8160-410	Refuse & Garbage: Truck Repair	\$2,400.00
			To reallocate the Highway budget for additional expenditures.	
(7)	To:	A00-6898-100	Econ Devel. Comm. Chair: Personal Services	\$174.00
	From:	A00-1340-100	Budget Officer: Personal Services	\$174.00
			To establish a budget for Economic Development Committee Chairperson.	
(8)	To:	A00-7140-210	Recreation: Equipment Maintenance	\$600.00
	To:	A00-7140-400	Recreation: Contractual	\$40.00
	To:	A00-7140-470	Recreation: Electricity	\$700.00
	To:	A00-7140-471	Recreation: Electricity – Dockside	\$100.00
	From:	A00-7140-100	Recreation: Personal Service	\$600.00
	From:	A00-7140-440	Recreation: Lawn Care	\$840.00
			To reallocate the recreation budget to cover	

			additional expenses related to the repair of the mower and electricity.	
(9)	To:	A00-9060-807	Dental Insurance: Mageean	\$235.00
	From:	A00-9055-800	Disability Insurance	\$235.00
			To increase E. Mageean's dental insurance line for additional expenditures. (Per contract employees are allowed to carryover up to \$3,000)	

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

On roll call vote:

Trustee Stephanie Hawkins voted: Yes

Trustee Bruce Campbell voted: Yes

Trustee Michael Bowman voted: Yes

Trustee Cathryn Fadde voted: Yes

Mayor Ralph Falloon voted: Yes

Resolution #19-2014 officially adopted with a unanimous vote on Tuesday, May 20, 2014

Mary Saari-Village Clerk/Treasurer

A **request for docking** was received from the *Clearwater* for their annual educational program "Classroom of the Waves". They are requesting docking privileges from Wednesday afternoon, October 8 through Saturday evening, October 11, 2014. Trustee Campbell made a motion to approve the *Clearwater's* request pending clearance of the *Pride of the Hudson* which is scheduled to dock on October 10, 2014 arriving at 1:15 and departing at 1:45. The motion was seconded by Trustee Hawkins and was carried with a unanimous vote.

A discussion took place with the Board and Mr. Liguori about how the Village can get reimbursement for funds delinquent in two separate **escrow accounts**. The essence of the conversation is that because the delinquent amount of the Butterfield project account was caused by continued work to get the project to a positive end, the Village has the right to follow up on securing the amount from Mr. Guilaro. However, regarding the delinquent amount due to the Peehl/Hall charges, because the ZBA proved the Certificate of Occupancy was given erroneously, Mr. Liguori advised the Board to let it go.

The **bills**, as presented to the Board, were approved for payment. Trustee Campbell made a motion to approve the payment of the bills seconded by Trustee Fadde. The motion carried unanimously.

Mr. Liguori will draw up a resolution for Freedom of Information Act to introduce into the next meeting as requested by Trustee Bowman.

At this time, a motion was made by Trustee Bowman, seconded by Trustee Fadde to enter into Executive Session to complete tonight's **interviews** for the Recreation Commission. The motion was carried with a unanimous vote.

Upon return of the Board to open meeting, Trustee Bowman made a motion to appoint Peter Downey to the **HDRB**, seconded by Trustee Hawkins. This motion was approved unanimously and was made before any other appointments because the HDRB has only 3 members that has, at times, curtailed their ability to conduct meetings.

Public Comment

It was noted that there was a pothole in the south bound entrance to the Beacon tunnel. Although this is not a Village issue, Mayor Falloon asked that the speaker send the Mayor an email regarding this and he would forward the matter to the State DOT for a request of a repair.

Trustee Bowman was asked about his change of mind regarding interviewing in Executive Session. He said that after hearing Robert Freeman answer his direct question regarding this, he now understands more clearly that there are times when matters can and should be conducted in Executive Session.

A point was made by Kathleen Foley, HDRB, that when an interview is done, the Board should not let their personal feelings about a candidate cloud the issues over their qualifications.

A question arose about donations that were being made to the Tree Committee for the purpose of purchasing new trees and where that money is going and why. It was explained that it is going into the Tree line of the budget for tree replacement, removal, trimming and maintenance and not put into the general fund and possibly getting used for another purpose. This guarantees that these donations will be used for the sole purpose of having and keeping healthy trees.

DEC has not responded to the Board with any further information for the clean-up of the Boat Club area.

As an attorney, Alison Anthoine suggested that the Board not consider any action taken about Peehl/Hall's escrow account balance because you will be inviting a counter claim which would be a nightmare.

Meeting Adjourned

Respectfully

Sandra L. Falloon

Village of Cold Spring

Board of Trustees Workshop

May 27, 2014

The Board of Trustees of the Village of Cold Spring held a workshop on Tuesday, May 27, 2014 at 7:30 p.m. at the Village Hall, 85 Main Street, Cold Spring, NY.

Attending were, Deputy Mayor and Trustee Bruce Campbell, Trustees Michael Bowman and Cathryn Fadde and Village Attorney Michael Liguori. Mayor J. Ralph Falloon and Trustee Stephanie Hawkins were absent.

The meeting began with presentations from representatives of The McKane Group, Inc. and Spain Agency for **liability coverage** for the Village for June 1, 2014 through May 31, 2015.

Owen F. McKane III, President and CEO of The McKane Group Inc., presented his insurance proposal for liability coverage for the Village of Cold Spring with Allied World National Assurance Co.

Brian Miles, Vice President of Spain Agency, Inc. along with Kieran Boyle gave a presentation on NYMIR (New York Municipal Insurance Reciprocal) to continue the present coverage of insurance for the Village of Cold Spring.

There has been continuous dialogue between Mayor Falloon, Tassos Katsetos and Henry Keil in hopes of resolving the **West Street drainage** problem. Mr. Keil and Mr. Katsetos have agreed to each pay one third (1/3) of the cost of cleaning and scoping of the pipe in question if the Village will also pay one third based on the fact that it is Village water that flows through the pipe. Quotes have been received for the work from *Fred A. Cook, Jr. Inc., Sewer, Septic & Pipeline Cleaning Specialists* and *Rotor Rooter*. Because Greg Phillips, Superintendent of Water and Wastewater, has used Fred A. Cook's firm in other instances and they have proven very reliable, he recommended them.

With Mr. Phillip's recommendation, Trustee Bowman made a motion for authorization to go forward to pay one third on the Cook proposal of the cost of scoping and cleaning of the pipe at 34 West Street, subject to confirmation with the two other parties that that is the proposal we are going with. Trustee Fadde seconded the motion and it was unanimously approved with a 3-0-0-2 vote.

Correspondence:

The Department of Health is planning their first annual "Run for Your Life" event. It will be a 5K race, a One Mile Walk and a Children's Fun Run starting and finishing at the Health Department, 1 Geneva Road, Brewster, NY, on September 7, 2014 at 10:00 am.

Cablevision stated that effective Wednesday, June 25, 2014 they will make changes to the video programming and packaging.

A contract was sent to the Village from Majestic Fireworks, Inc. for the Fourth of July event. The cost is \$9,000 which is donated to the Village from the PCN&R. Mr. Liguori will review the contract before the Board approves it.

A letter was drafted from the Village of Cold Spring to the Town of Fishkill Supervisor, Bob LaColla, in support of the Town of Fishkill's Consolidated Funding Application (CFA) for the Hudson Highlands Fjord Trail. "These improvements will build on efforts to enhance pedestrian and trail connections that are already underway in Cold Spring and Beacon and set the stage for future linkages to transit hubs in

both of these communities”. Trustee Bowman made a motion to approve Mayor Falloon’s signature on the letter to Supervisor LaColla, seconded by Trustee Fadde. The motion was carried with a 3-0-0-2 vote.

A motion was made by Trustee Fadde, seconded by Trustee Bowman to purchase a Bobcat (state bid pricing of \$43,010.28) for the Highway Department. With a unanimous vote of 3-0-0-2, the motion was carried. This purchase will give the Highway Department a better use of its time with the attachments of a snow blower, bucket, sweeper with gutter brush and a pallet fork frame.

The following resolution was read by Trustee Bowman:

VILLAGE OF COLD SPRING RESOLUTION #20-2014

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

The vote on the foregoing resolution was as follows:

Cathryn Fadde, Trustee, voting Yes

Michael Bowman, Trustee, voting Yes

Stephanie Hawkins, Trustee, voting Absent

Bruce D. Campbell, Trustee, voting Yes

J. Ralph Falloon, Mayor, voting Absent

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

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

Mary Saari, Village Clerk

Dated: Tuesday, May 27, 2014

Two letters were sent to the Mayor of the Village of Nelsonville, dated December 11, 2013 and February 4, 2014, requesting payment for the charges related to abating the water leak on Division Street at Adams Avenue. It was suggested that the decision to **request payment for the charges incurred to the Village of Nelsonville** for the Village of Cold Spring repairing the water leak be tabled until the next meeting giving Mr. Liguori time to check into this to see if this is a precedent to charge another municipality for work done.

Public Comment

The Board should check into an escape clause on both insurance policies.

What are the consequences for not following the Open Law Meeting rules? Mr. Liguori said that one way is an Article 78 being filed against the Board and the other way was at the voting booth.

How close are you in making a Tree Committee into a Tree Board? A law is being drafted for the Board to vote on once the Tree Committee has discussed it.

What is the status on the NYSERDA zoning code \$7500 grant? We are waiting for the final draft of the contract.

Meeting Adjourned

Respectfully

Sandra L. Falloon

Board of Trustees Special Meeting
May 29, 2014 at 5:00 pm

The Village of Cold Spring Board of Trustees held a special meeting on Thursday, May 29, 2014 beginning at 5:00 pm to consider liability insurance proposals for the period of 6/1/2014 to 5/31/2015.

Attending: Mayor Ralph Falloon and Trustees Campbell and Fadde
Trustee Bowman arrived at approximately 5:25 pm due to a traffic delay
Absent: Trustee Stephanie Hawkins

Mayor Falloon opened the meeting at 5:25 pm and asked Trustee Bowman to discuss the insurance proposals that were presented to the board on May 27th by the Spain Agency and McKane Group. RJ Impastato declined to quote due to inability to provide downstream coverage for the village dams.

After discussion, Trustee Fadde moved to accept the insurance proposal from McKane Group for the period from 6/1/2014 to 5/31/2015 and seconded by Trustee Campbell and unanimously approved.

Trustee Fadde moved to adjourn and seconded by Trustee Bowman and unanimously approved.

Respectfully submitted,

Mary Saari, Village Clerk



VILLAGE OF COLD SPRING

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CATHRYN FADDE, TRUSTEE

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Hawkins.ColdSpring@gmail.com

MARY SAARI, CLERK/TREASURER

vcsclerk@bestweb.net

ELLEN MAGEEAN, ACCOUNTANT

MICHAEL T. LIGUORI, ATTORNEY

WILLIAM BUJARSKI, BUILDING INSPECTOR

building@coldspringny.gov

CODE ENFORCEMENT TEL: (845) 265-3964

Bank Balances as of May 31, 2014

	<u>Balance</u>
General Fund	\$ 359,499.64
Water Fund	\$ 847,991.31
Sewer Fund	\$ 358,396.23
Trust & Agency (payroll)	\$ 7,163.81
Capital Projects:	
Sewer Plant Capital Reserve (H04)	\$ 18,800.98
Sewer Plant Renovations (H05)	\$ 6,871.29
Mt. Ave Cemetery (H11)	\$ 650.00
Water Main Re-lining Project	\$ 150,251.20
Main Street Paving & Drainage Project	\$ 10,000.00
Sewer Capital Projects Fund	\$ 1,615,000.00

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	ACTUAL			
A00-1001-000	Real Property Taxes	0.00	1,464,085.00	1,464,084.86	0.14	100.00%	1,424,869.14	
A00-1001-100	Real Property Tax-Firemans Service Award	0.00	43,055.00	43,054.88	0.12	100.00%	47,949.11	
A00-1001-101	Other-Firemans Service Awards	12,909.00	18,232.00	18,361.34	129.34-	100.71%	18,101.34	
A00-1090-000	Int & Penalties: Real Property Tax	0.00	10,396.00	12,126.25	1,730.25-	116.64%	8,933.32	
A00-1170-000	Franchises	10,787.00	38,000.00	35,855.00	2,145.00	94.36%	40,827.00	
A00-1520-000	Police Fees	30.00	500.00	216.00	284.00	43.20%	165.75	
A00-1560-000	Bldg/Fire: Permit Fees	3,085.00	13,100.00	22,286.00	9,186.00-	170.12%	18,997.00	
A00-1603-000	Vital Statistic Fees	180.00	3,000.00	3,080.00	80.00-	102.67%	2,482.00	
A00-1721-000	Parking Lots & Garages: Non-Tax	364.57	4,375.00	2,551.99	1,823.01	58.33%	4,247.69	
A00-2001-000	Park & Rec Charges	50.00	2,500.00	1,300.00	1,200.00	52.00%	1,425.00	
A00-2189-110	Income from sale of recycling material	107.23	2,500.00	1,184.02	1,315.98	47.36%	2,082.10	
A00-2262-000	Fire Protection Service: Gas	0.00	1,400.00	0.00	1,400.00	0.00%	1,729.92	
A00-2262-002	Fire Protection Service: Nelsonville	0.00	34,076.00	34,077.08	1.08-	100.00%	34,077.08	
A00-2262-003	Fire Protection Service: Workers Comp	3,291.00	5,777.00	5,108.44	668.56	88.43%	5,043.44	
A00-2376-000	Refuse/Garbage Srv: Other Govt	0.00	7,500.00	7,500.00	0.00	100.00%	7,500.00	
A00-2401-000	Interest & Earnings	0.00	1,000.00	610.45	389.55	61.05%	768.26	
A00-2590-000	Permits/Waivers: Vend, Parking & Other	20.00	8,000.00	9,709.00	1,709.00-	121.36%	5,552.00	
A00-2590-002	Prking Waiver Fees	0.00	500.00	0.00	500.00	N/A	750.00	
A00-2610-000	Fines & Forfeited Bail	5,828.20	56,090.00	63,229.20	7,139.20-	112.73%	71,100.50	
A00-2701-000	Refund of Prior Year Expenditures	0.00	0.00	0.00	0.00	N/A	467.48	
A00-2705-000	Gifts & Donations	0.00	1,400.00	1,650.00	250.00-	N/A	0.00	

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE	Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL			
A00-2705-100	Gifts & Donations: Community Day	0.00	9,000.00	9,000.00	0.00	100.00%	8,766.00
A00-2770-000	Miscellaneous Revenues	76.50	6,000.00	5,728.65	271.35	95.48%	4,398.18
A00-3001-000	St. Revenue Sharing (Per Capita)	0.00	18,000.00	18,141.00	141.00-	100.78%	16,537.00
A00-3005-000	Mortgage Tax	9,991.53	23,000.00	22,720.38	279.62	98.78%	23,570.60
A00-3041-000	State Aid: Justice Court	0.00	4,500.00	0.00	4,500.00	N/A	0.00
A00-3060-000	State Aid: Records Management	0.00	0.00	0.00	0.00	N/A	17,655.00
A00-3089-000	Other Public Safety	0.00	0.00	0.00	0.00	N/A	0.00
A00-3089-100	State Aid: Village Hall & FH Energy Grant	0.00	0.00	0.00	0.00	N/A	0.00
A00-3089-110	State Aid: Urban Forestry	0.00	0.00	0.00	0.00	N/A	267.87
A00-3089-115	State Aid: Historic Grant	0.00	0.00	0.00	0.00	N/A	0.00
A00-3089-120	State Aid: Street Light-Legal & Engineer	0.00	0.00	0.00	0.00	N/A	0.00
A00-3089-122	State Aid: Street LightSidewalk Proj Constr	0.00	0.00	0.00	0.00	N/A	0.00
A00-3089-125	State Aid: Paving-Legal & Engineer	0.00	0.00	0.00	0.00	N/A	0.00
A00-3089-127	State Aid: Paving/Drainage Project	0.00	0.00	0.00	0.00	N/A	0.00
A00-3089-200	State Aid Engineering - New Street	0.00	2,822.00	2,822.04	0.04-	N/A	689.67
A00-3089-300	State Aid - Greenway	0.00	0.00	0.00	0.00	N/A	0.00
A00-3089-400	State Aid: LWRP Grant	0.00	0.00	0.00	0.00	N/A	21,472.69
A00-3389-000	Other Public Safety	0.00	1,300.00	0.00	1,300.00	N/A	0.00
A00-3490-00	State Aid: DWI Fund	0.00	50.00	50.00	0.00	N/A	0.00
A00-3501-000	Consolidated Highway Aid (CHIPS)	0.00	33,000.00	18,713.95	14,286.05	56.71%	31,001.71
A00-3505-000	Multi-Modal	0.00	25,000.00	0.00	25,000.00	0.00%	0.00

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE	Total Budget	% Budget Realized/	PRIOR
		ACTUAL	BUDGET	ACTUAL	Remaining	Used To Date	
							YEAR-TO-DATE
							ACTUAL
A00-3960-000	State Aid; Emerg Disaster Assit	0.00	0.00	0.00	0.00	N/A	0.00
A00-4089-100	Federal Aid: Street Light Legal & Engineer	0.00	0.00	55.14	55.14	N/A	33,326.20
A00-4089-105	Federal Aid: Street Light Sidewalk Proj Const	0.00	64,000.00	0.00	64,000.00	0.00%	0.00
A00-4089-110	Federal Aid: Paving Legal & Engineer	0.00	0.00	0.00	0.00	N/A	0.00
A00-4089-115	Federal Aid: Paving & Drainage Project	0.00	551,224.00	0.00	551,224.00	0.00%	0.00
A00-5031-000	Interfund Transfers	0.00	10,000.00	0.00	10,000.00	N/A	0.00
A00-5031-100	Interfund Transfer: Water	0.00	27,000.00	27,000.00	0.00	100.00%	25,000.00
A00-5031-200	Interfund Transfer: Sewer	0.00	27,000.00	27,000.00	0.00	100.00%	25,000.00
A00-5740-000	Proceeds from Capital Notes	0.00	140,000.00	0.00	140,000.00	N/A	0.00
	Fund Balance Transfer	0.00	50,000.00	0.00	50,000.00	0.00%	0.00
	Total Revenues	46,720.03	2,707,382.00	1,857,215.67	850,166.33	68.60%	1,904,753.05

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE	Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL			
A00-1010-100	Board of Trustees: Personal Services	2,060.17	24,720.00	24,722.04	2.04-	100.01%	24,000.00
A00-1010-400	Board Of Trustees: Contractual	1,129.13	1,450.00	1,438.76	11.24	99.22%	2,708.73
A00-1010-405	Board of Trustees: Video Recording	500.00	4,000.00	3,501.45	498.55	87.54%	3,200.00
	Total Board of Trustees	3,789.30	30,170.00	29,662.25	507.75	98.32%	29,908.73
A00-1110-100	Village Justice: Personal Services	989.55	11,878.00	11,874.60	3.40	99.97%	11,599.68
A00-1110-110	Court Clerk: Personal Services	2,826.00	36,735.00	36,738.00	3.00-	100.01%	35,843.99
A00-1110-400	Justice: Contractual	0.00	550.00	487.99	62.01	88.73%	150.00
A00-1110-410	Justice: Books & Publications	0.00	200.00	143.45	56.55	71.73%	111.27
A00-1110-420	Justice: Continuing Education	0.00	120.00	118.50	1.50	98.75%	178.70
A00-1110-430	Justice: Dockets & Journals	0.00	200.00	193.97	6.03	96.99%	0.00
A00-1110-440	Justice: Office Supplies	118.47	950.00	914.84	35.16	96.30%	1,092.06
A00-1110-450	Justice: Postage	295.52	1,500.00	1,376.59	123.41	91.77%	1,409.44
A00-1110-460	Justice: Software Fees	0.00	1,400.00	1,350.00	50.00	96.43%	1,350.00
A00-1110-470	Justice: Stationary & Other Print	0.00	400.00	183.98	216.02	46.00%	328.96
A00-1110-480	Justice: Telephone	111.85	1,200.00	1,186.04	13.96	98.84%	1,221.87
A00-1110-487	Justice: Grant Expenditures	0.00	4,500.00	4,500.00	0.00	100.00%	0.00
	Total Village Justice	4,341.39	59,633.00	59,067.96	565.04	99.05%	53,285.97

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE	Total Budget	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	Remaining		
A00-1210-100	Mayor: Personal Services	968.50	11,621.00	11,622.00	1.00-	100.01%	11,620.30
A00-1210-110	Deputy Mayor: Personal Services	86.66	1,041.00	1,039.92	1.08	99.90%	1,039.92
A00-1210-400	Mayor: Contractual	52.18	550.00	485.35	54.65	88.25%	324.44
	Total Mayor	1,107.34	13,212.00	13,147.27	64.73	99.51%	12,984.66
A00-1310-100	Finance Comm. Chair: Personal Service	86.67	1,041.00	1,040.04	0.96	99.91%	1,040.04
A00-1320-400	Auditor: Contractual	0.00	5,250.00	5,250.00	0.00	100.00%	5,000.00
A00-1322-100	Accountant: Personal Services	4,263.00	55,417.00	55,419.00	2.00-	100.00%	54,071.94
A00-1325-400	Accountant: Contractual	493.37	1,600.00	1,494.53	105.47	93.41%	4,289.60
	Total Finance	4,843.04	63,308.00	63,203.57	104.43	99.84%	64,401.58
A00-1340-100	Budget Officer: Personal Services	0.00	234.00	0.00	234.00	0.00%	2,083.30
A00-1340-400	Budget & Other Notices	208.50	1,300.00	1,464.56	164.56-	112.66%	630.97
A00-1410-100	Village Clerk: Personal Services	3,726.00	48,425.00	48,438.00	13.00-	100.03%	47,250.19
A00-1410-200	Village Clerk: Equipment	253.00	1,841.00	1,021.47	819.53	55.48%	438.92
A00-1410-400	Village Clerk: Contractual	201.42	1,500.00	826.10	673.90	55.07%	735.62
A00-1410-410	Village Clerk: Website	0.00	1,850.00	1,690.00	160.00	91.35%	1,815.00
A00-1410-450	Village Clerk: Comprehensive Plan	0.00	1,000.00	90.00	910.00	9.00%	17,655.00
A00-1410-451	Village Clerk: Comprehensive Plan: Village B	0.00	0.00	0.00	0.00	#DIV/0!	21,431.26
	Total Village Clerk	4,388.92	56,150.00	53,530.13	2,619.87	95.33%	92,040.26

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	ACTUAL			
A00-1420-400	Attorney: General Village	3,500.00	36,604.00	36,603.18	0.82	100.00%	33,102.30	
A00-1420-410	Attorney: Special	5,908.29	32,050.00	31,555.44	504.56	98.43%	39,605.90	
	Total Attorney	9,408.29	68,664.00	68,158.62	505.38	99.26%	72,708.20	
A00-1440-400	Engineer/Architect: Contractual	0.00	0.00	0.00	0.00	#DIV/0!	2,072.61	
A00-1440-401	Engineer New Street	0.00	0.00	0.00	0.00	N/A	243.00	
	Total Engineer	0.00	0.00	0.00	0.00	#DIV/0!	2,315.61	
A00-1450-400	Elections: Contractual	8.64	4,500.00	4,370.06	129.94	97.11%	4,092.00	
A00-1460-400	Records Management: Contractual	0.00	500.00	32.50	467.50	6.50%	0.00	
A00-1490-100	Public Work Comm Chair - Personal Service	86.57	1,041.00	1,040.04	0.96	99.91%	1,040.04	
	Total Other	95.31	6,041.00	5,442.60	598.40	90.09%	5,132.04	
A00-1620-100	Shared Services: Personal Services	1,161.99	13,968.00	13,647.74	320.26	97.71%	13,032.69	
A00-1620-400	Shared Services: Contractual	1,157.39	12,495.00	12,722.51	227.51-	101.82%	14,490.61	
A00-1620-410	Shared Services: Compture Software	0.00	2,925.00	2,924.92	0.08	100.00%	3,252.42	
A00-1620-411	Shared Services: Heating	509.83	4,000.00	4,384.76	384.76-	109.62%	3,781.35	
A00-1620-412	Shared Services: Electric	0.00	3,046.00	2,745.57	300.43	90.14%	2,785.09	
A00-1620-420	Shared Services: Telephone	481.97	5,686.00	5,187.95	498.05	91.24%	5,741.92	
A00-1620-440	Shared Services: Copy Machine	150.20	1,800.00	1,684.72	115.28	93.60%	1,606.50	
A00-1620-445	Shared Services: Computer Support	215.00	2,000.00	1,870.00	130.00	93.50%	0.00	
A00-1640-120	Clearing Account: Diesel	252.88	0.00	111.73-	111.73	N/A	179.67	
A00-1640-410	Shared Services: Restroom	358.55	2,300.00	2,459.52	159.52-	106.94%	2,938.86	

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	PRIOR		% Budget Realized/ Used To Date	Total Budget Remaining	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	BUDGET	ACTUAL				
A00-1640-411	Clearing Account: Gasoline	215.35	0.00	11.99	11.99-	N/A		153.20	153.20
A00-1640-417	SS: Village Hall Repair	0.00	6,000.00	125.00	5,875.00	2.08%		485.59	485.59
A00-1670-400	Shared Services: Printing & Mailing	505.87-	500.00	506.50	6.50-	101.30%		423.81	423.81
	Total Shared Services	3,897.29	54,720.00	48,159.45	6,560.55	88.01%		48,871.71	48,871.71
A00-1910-100	Ins & Risk Manage: Comm Chair: Personal Svs	86.67	1,041.00	1,040.04	0.96	99.91%		1,040.04	1,040.04
A00-1910-400	Unallocated Insurance	0.00	32,500.00	27,710.05	4,789.95	85.26%		31,717.88	31,717.88
A00-1920-400	Municipal Association Dues	0.00	1,242.00	1,242.00	0.00	100.00%		1,242.00	1,242.00
A00-1930-400	Judgements & Claims	0.00	4,896.00	4,895.33	0.67	N/A		0.00	0.00
A00-1950-400	Taxes & Assessments on Property	0.00	500.00	17.21	482.79	3.44%		16.56	16.56
A00-1990-400	Contingent Account	0.00	3,100.00	0.00	3,100.00	0.00%		0.00	0.00
	Total	86.67	43,279.00	34,904.63	8,374.37	80.65%		34,016.48	34,016.48
A00-3010-100	Public Safety Comm Chair- Personal Service	86.67	1,041.00	1,040.04	0.96	99.91%		1,040.04	1,040.04
A00-3120-100	Police: Personal Services	23,839.68	279,000.00	272,356.88	6,643.12	97.62%		273,378.96	273,378.96
A00-3120-110	Crossing Guards: Personal Services	2,180.00	19,200.00	18,911.50	288.50	98.50%		18,967.00	18,967.00
A00-3120-120	Parking Enforcement: Personal Svc	0.00	3,216.00	3,160.92	55.08	98.29%		6,341.79	6,341.79
A00-3120-200	Police Equipment	0.00	24,558.00	24,557.81	0.19	100.00%		11,313.68	11,313.68
A00-3120-400	Police: Vehicle Repairs	1,264.50	10,326.00	9,645.98	680.02	93.41%		6,327.53	6,327.53
A00-3120-410	Police: Services & Materials	114.13	3,860.00	3,436.38	423.62	89.03%		8,077.62	8,077.62
A00-3120-411	Police: Gasoline	1,425.89	16,000.00	17,093.73	1,093.73-	106.84%		17,501.25	17,501.25
A00-3120-420	Police: Telephone & Radio	398.91	8,800.00	8,723.45	76.55	99.13%		8,078.86	8,078.86

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	ACTUAL			
A00-3120-430	Police: School & Supplies	0.00	0.00	0.00	0.00	0.00	N/A	214.75
A00-3120-440	Police: Computer Support	155.00	2,900.00	2,697.67	202.33	93.02%		0.00
A00-3120-460	Police: Clothing Kane	10.99	550.00	451.82	98.18	82.15%		249.98
A00-3120-461	Police: Clothing Walz	0.00	550.00	38.99	511.01	7.09%		444.91
A00-3120-462	Police: Clothing Boulanger	0.00	490.00	294.41	195.59	60.08%		191.11
A00-3120-463	Police: Clothing Bujarski	318.95	550.00	416.91	133.09	75.80%		524.92
A00-3120-464	Police: Clothing Ciero	0.00	550.00	0.00	550.00	0.00%		0.00
A00-3120-465	Police: Clothing Burke	0.00	550.00	476.88	73.12	86.71%		127.98
A00-3120-466	Police: Clothing Esperti	0.00	550.00	0.00	550.00	0.00%		1,029.84
A00-3120-467	Police: Clothing Wallach	12.00	550.00	45.47	504.53	8.27%		274.90
A00-3120-468	Police: Clothing Marino	0.00	550.00	15.96	534.04	2.90%		259.97
A00-3120-469	Police: Clothing Naranca	132.99	550.00	132.99	417.01	24.18%		389.93
A00-3120-470	Police: Clothing Dirienzo	0.00	260.00	259.97	0.03	N/A		534.93
A00-3120-471	Police: Clothing Pupczyk	0.00	0.00	0.00	0.00	N/A		433.95
A00-3120-472	Police: Clothing Lavell	7.99	550.00	7.99	542.01	1.45%		121.80
A00-3120-473	Police Clothing Stasiak	0.00	550.00	37.98	512.02	6.91%		492.00
A00-3120-475	Parking Enforcement: Clothing	0.00	130.00	129.98	0.02	99.98%		164.97
	Total Police	29,947.70	375,831.00	363,933.71	11,897.29	96.83%		356,482.67

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR
		ACTUAL	BUDGET	ACTUAL	ACTUAL			
A00-3310-200	Traffic Control: Street Sign Equipment	354.58	1,000.00	707.80		292.20	70.78%	0.00
A00-3310-400	Traffic Control: Street Signs Contractual	0.00	0.00	0.00		0.00	N/A	477.90
	Total Traffic Control	354.58	1,000.00	707.80		292.20	70.78%	477.90
A00-3410-100	Fire Inspector: Personal Services	309.04	3,708.00	3,708.48		0.48-	100.01%	3,600.00
A00-3410-400	Fire Inspector: Contractual	0.00	0.00	0.00		0.00	N/A	33.96
A00-3410-410	Fire Department: Supplies	0.00	33,750.00	32,250.00		1,500.00	95.56%	33,750.00
A00-3410-411	Fire Department: Gasoline	205.56	1,400.00	1,454.37		54.37-	103.88%	2,095.42
A00-3410-412	Fire: Heating Oil/Service	430.84	10,805.00	10,184.60		620.40	94.26%	8,400.64
A00-3410-413	Fire: Diesel	162.84	2,306.00	1,823.36		482.64	79.07%	1,120.82
A00-3410-440	Fire: Siren	0.00	1,583.00	1,583.00		0.00	100.00%	1,594.41
A00-3410-450	Fire: Electricity	0.00	3,806.00	3,805.48		0.52	99.99%	3,807.42
A00-3410-460	Fire: Building Repairs	0.00	2,900.00	2,871.43		28.57	99.01%	964.50
A00-3410-470	Fire: Service Award	0.00	4,250.00	4,255.00		5.00-	100.12%	4,177.86
A00-3410-471	Fire Protection Service: Nelsonville	0.00	34,077.00	34,077.00		0.00	100.00%	34,077.00
	Total Fire Protection	1,108.28	98,585.00	96,012.72		2,572.28	97.39%	93,622.03
A00-3510-400	Control of Animals: Contractual	96.00	1,100.00	973.00		127.00	88.45%	372.00
A00-3620-100	Building Insp: Personal Svc	1,373.29	16,480.00	16,479.48		0.52	100.00%	15,999.96
A00-3620-1400	Building Insp: Contractual	75.03	1,600.00	1,543.74		56.26	96.48%	1,475.49
	Total Building Inspector	1,448.32	18,080.00	18,023.22		56.78	99.69%	17,475.45

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE	Total Budget	% Budget Realized/	PRIOR
		ACTUAL	BUDGET	ACTUAL	Remaining	Used To Date	
							YEAR-TO-DATE
							ACTUAL
A00-4020-100	Registrar Vital Stats: Personal Svc	238.46	3,100.00	3,099.98	0.02	100.00%	3,111.90
A00-4020-400	Registrar Vital Stats: Contractual	7.83	50.00	28.76	21.24	57.52%	56.94
	Total Registrar	246.29	3,150.00	3,128.74	21.26	99.33%	3,168.84
A00-5110-100	Highway Street Maint: Personal Svc	13,044.67	125,541.00	126,846.14	1,305.14-	101.04%	129,901.38
A00-5110-200	Highway Street Maint: Equipment	0.00	5,000.00	4,455.10	544.90	89.10%	663.93
A00-5110-400	Highway Street Maint: Resurface	179.25	2,052.00	2,090.50	38.50-	101.88%	22,691.80
A00-5110-410	Highway Street Maint: Supplies & Materials	674.86	6,500.00	5,906.17	593.83	90.86%	6,968.92
A00-5110-411	Highway Street Maint: Gasoline	345.87	6,110.00	5,629.49	480.51	92.14%	4,311.15
A00-5110-413	Highway Street Maint: Oil/Service	0.00	5,950.00	5,565.63	384.37	93.54%	3,477.47
A00-5110-414	Highway Street Maint: Diesel	495.60	9,000.00	8,651.79	348.21	96.13%	8,104.18
A00-5110-415	Highway Street Maint: Electric	0.00	2,250.00	1,810.54	439.46	80.47%	2,019.67
A00-5110-420	Highway Street Maint: Equipment Repair	180.74	10,074.00	10,254.53	180.53-	101.79%	9,200.76
A00-5110-430	Highway Street Maint: Office Supply	0.00	100.00	83.28	16.72	83.28%	0.00
A00-5110-440	Highway Street Maint: Telephone	275.43	2,000.00	1,890.12	109.88	94.51%	1,956.73
A00-5110-450	Highway Street Maint: Safety Equip/Supply	0.00	1,000.00	855.54	144.46	85.55%	462.82
A00-5110-461	Highway Street Maint: Clothing/Eye Trimble	527.46	550.00	527.46	22.54	95.90%	550.00
A00-5110-463	Highway Street Maint: Clothing/Eye Norton	86.59	550.00	370.38	179.62	67.34%	452.00
A00-5110-464	Highway Street Maint: Clothing/Eye K. Trimble	0.00	550.00	300.00	250.00	54.55%	300.00
A00-5110-465	Highway Street Maint: Clothing/Eye Downey	0.00	550.00	300.00	250.00	54.55%	252.53
A00-5110-470	Street Lighting: Legal & Engineer	0.00	0.00	1,525.08	1,525.08-	N/A	0.00
A00-5110-475	Street Paving: Legal & Engineer	4,027.86	43,030.00	6,515.93	36,514.07	N/A	34,688.03

Village of Cold Spring
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ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE	Total Budget	% Budget Realized/ Used To Date	PRIOR
		ACTUAL	BUDGET	ACTUAL			
A00-5110-480	Street Light & Sidewalk Proj Construction	0.00	80,000.00	0.00	80,000.00	N/A	0.00
A00-5110-481	Street Paving & Drainage Proj - Construction	0.00	646,000.00	0.00	646,000.00	N/A	6,969.71
A00-5142-100	Snow Removal: Personal Service	0.00	27,759.00	27,758.47	0.53	100.00%	12,231.76
A00-5142-200	Snow Removal: Equipment	39.68	278.00	277.59	0.41	99.85%	1,439.05
A00-5142-400	Snow Removal: Contractual	0.00	7,100.00	7,090.00	10.00	N/A	1,750.00
	Total Highway	19,878.01	981,944.00	218,703.74	763,240.26	22.27%	248,431.89
A00-5182-400	Street Lights: Contractual General Street	3,494.45	48,120.00	44,618.57	3,501.43	92.72%	38,894.32
A00-5182-410	Street Lights: Haldane/Butterfield	0.00	1,052.00	901.64	150.36	85.71%	1,002.05
A00-5182-420	Street Lights: Gazebo	0.00	1,300.00	870.22	429.78	66.94%	1,179.86
A00-5182-440	Street Lights: Subway	0.00	2,000.00	1,458.35	541.65	72.92%	1,926.37
	Total Street Lights	3,494.45	52,472.00	47,848.78	4,623.22	91.19%	43,002.60
A00-5410-100	Sidewalks: Personal Service	0.00	9,000.00	7,855.20	1,144.80	87.28%	4,537.38
A00-5410-400	Sidewalks: Maintenance & Repair	1,413.40	9,300.00	10,972.40	1,672.40	117.98%	4,356.22
	Total Sidewalks	1,413.40	18,300.00	18,827.60	527.60	102.88%	8,893.60
A00-6989-100	Econ Devel Comm Chair: Personal Services	86.67	174.00	173.34	0.66	99.62%	0.00
A00-7110-400	Parks & Rec - Repairs & Improvements	0.00	7,000.00	4,322.31	2,677.69	61.75%	8,393.75
A00-7140-100	Recreation: Personal Service	415.23	7,900.00	6,925.33	974.67	87.66%	8,839.44
A00-7140-200	Recreation: Equipment	0.00	500.00	400.00	100.00	80.00%	397.83
A00-7140-400	Recreation: Equipment Maintenance	595.20	600.00	595.20	4.80	99.20%	0.00
A00-7140-400	Recreation: Contractual	0.00	560.00	553.31	6.69	98.81%	0.00

Village of Cold Spring

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For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	ACTUAL			
A00-7140-430	Recreation: Tools & Consumables	66.32	300.00	320.96	20.96-	106.99%	263.79	
A00-7140-440	Recreation: Lawn Care	0.00	640.00	0.00	640.00	0.00%	0.00	
A00-7140-451	Recreation: Pavilion Supplies	0.00	0.00	0.00	0.00	N/A	0.00	
A00-7140-460	Recreation: Christmas Decorations	0.00	300.00	193.14	106.86	64.38%	220.96	
A00-7140-470	Recreation: Electricity	0.00	2,300.00	1,951.69	348.31	84.86%	2,114.68	
A00-7140-471	Recreation Electricity - Dockside	0.00	425.00	373.88	51.12	87.97%	355.24	
	Total Recreation	1,163.42	20,699.00	15,809.16	4,889.18	76.38%	20,585.69	
A00-7510-100	Historical Board: Personal Services	28.00	700.00	665.00	35.00	95.00%	1,119.10	
A00-7510-400	Historical Board: Contractual	122.12	600.00	766.55	166.55-	127.76%	597.17	
	Total Historical Board	150.12	1,300.00	1,431.55	131.55-	110.12%	1,716.27	
A00-7550-400	Celebrations: Contractual	0.00	4,000.00	1,501.00	2,499.00	37.53%	7,247.39	
A00-7550-415	Celebrations: Community Day Donations	9.00	9,000.00	9,000.00	0.00	100.00%	9,278.10	
	Total Celebrations	0.00	13,000.00	10,501.00	2,499.00	80.78%	16,525.49	
A00-8010-100	Zoning Board: Personal Services	197.65	650.00	883.03	233.03-	135.85%	1,288.54	
A00-8010-400	Zoning Board: Contractual	20.19	400.00	155.77	244.23	38.94%	147.47	
	Total Zoning Board	217.84	1,050.00	1,038.80	11.20	98.93%	1,436.01	
A00-8020-100	Planning Board: Personal Services	42.00	1,250.00	1,046.50	203.50	83.72%	1,267.53	
A00-8020-400	Planning Board: Contractual	177.94	600.00	673.06	73.06-	112.18%	476.68	
	Total Planning Board	219.94	1,850.00	1,719.56	130.44	92.95%	1,744.21	

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE	Total Budget	% Budget Realized/ Used To Date	YEAR-TO-DATE ACTUAL	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	Remaining			
A00-8160-100	Garbage: Personal Service	2,110.44	35,200.00	34,629.22	570.78	98.38%	36,087.41	
A00-8160-110	Recycling: Personal Service	1,634.43	16,900.00	16,806.87	93.13	99.45%	16,242.85	
A00-8160-400	Garbage: Contractual	5,855.01	58,000.00	52,136.61	5,863.39	89.89%	57,928.16	
A00-8160-410	Refuse & Garbage: Truck Repair	0.00	23,600.00	23,501.36	98.64	99.58%	28,863.33	
A00-8160-420	Recycling: Collection Supplies	0.00	284.00	283.59	0.41	99.86%	0.00	
A00-8160-430	Recycling: Contractual	0.00	116.00	0.00	116.00	0.00%	0.00	
	Total Garbage & Recycling	9,599.88	134,100.00	127,357.65	6,742.35	94.97%	139,121.75	
A00-8170-100	Street Clean: Personal Service	288.64	14,200.00	14,117.24	82.76	99.42%	13,029.05	
A00-8510-400	Community Beautification: Contractual	693.35	1,200.00	730.53	469.47	60.88%	1,321.94	
A00-8540-100	Storm Drain: Personal Service	0.00	0.00	0.00	0.00	#DIV/0!	0.00	
A00-8540-410	Storm Drain: Supplies	0.00	814.00	813.20	0.80	99.90%	338.69	
A00-8540-440	Storm Drain - Multimodal Project	0.00	25,000.00	2,341.45	22,658.55	N/A	0.00	
A00-8560-400	Tree Removal: Contractual	0.00	2,500.00	325.00	2,175.00	13.00%	2,375.00	
A00-8560-410	Tree Replacement	1,545.00	2,400.00	1,727.08	672.92	71.96%	0.00	
A00-8560-411	Urban Forestry	0.00	0.00	0.00	0.00	N/A	102.97	
	Total Beautification	2,526.99	46,114.00	20,054.50	26,059.50	43.49%	17,167.65	
A00-8710-100	Energy Consvr & Environment Comm	0.00	0.00	0.00	0.00	N/A	1,040.04	
A00-9010-800	State Retirement	0.00	86,904.00	85,848.70	1,055.30	98.73%	83,834.00	
A00-9015-800	Fire & Police Retirement	0.00	58,507.00	51,771.00	6,736.00	88.49%	57,857.17	
A00-9015-810	Firemens Retirement Service Award	0.00	61,287.00	61,286.98	0.02	100.00%	70,269.78	

Village of Cold Spring									
Statement of Revenues & Expenditures									
For Period Ending 05/31/2014									
ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE	Total Budget	% Budget Realized/ Used To Date	PRIOR	YEAR-TO-DATE	ACTUAL
		ACTUAL	BUDGET	ACTUAL					
A00-9030-800	Social Security	3,836.26	47,000.00	46,915.06	84.94	99.82%		46,259.35	
A00-9035-800	Medicare	897.15	11,500.00	10,972.10	527.90	95.41%		10,818.83	
A00-9040-800	Workers' Compensation	0.00	32,788.00	29,643.05	3,144.95	90.41%		34,600.80	
A00-9040-801	Workers Comp: Firemen	0.00	21,212.00	21,211.49	0.51	100.00%		18,829.00	
A00-9050-800	Unemployment Insurance	0.00	1,300.00	1,111.75	188.25	85.52%		1,505.37	
A00-9055-800	Disability Insurance	0.00	365.00	360.75	4.25	98.84%		577.27	
A00-9060-800	Medical Insurance	11,024.95	182,000.00	195,301.71	13,301.71-	107.31%		172,753.09	
A00-9060-802	Dental Insurance: Trimble	0.00	1,000.00	956.00	44.00	95.60%		408.00	
A00-9060-804	Dental Insurance: Norton	0.00	1,000.00	325.00	675.00	32.50%		865.00	
A00-9060-805	Dental Insurance: K. Trimble	0.00	500.00	0.00	500.00	0.00%		0.00	
A00-9060-806	Dental Insurance: Saari	0.00	1,000.00	995.00	5.00	99.50%		1,756.00	
A00-9060-807	Dental Insurance: Mageean	0.00	1,235.00	1,234.20	0.80	99.94%		588.00	
A00-9060-808	Dental Insurance: C. Costello	0.00	1,000.00	564.00	436.00	56.40%		1,309.00	
A00-9060-809	Dental Insurance: Downey	200.00	1,000.00	350.00	650.00	35.00%		73.00	
A00-9060-820	Eyeglass: Saari	250.00	250.00	250.00	0.00	100.00%		0.00	
A00-9060-821	Eyeglass: C. Costello	0.00	250.00	250.00	0.00	100.00%		250.00	
A00-9060-822	Eyeglass: Mageean	0.00	250.00	237.20	12.80	94.88%		250.00	
	Total Employee Benefits	16,208.36	510,348.00	509,583.99	764.01	99.85%		502,803.66	
A00-9740-900	Principal on Capital Note	0.00	28,000.00	0.00	28,000.00	0.00%		0.00	
A00-9740-910	Interest on Capital Note	0.00	5,000.00	0.00	5,000.00	0.00%		0.00	
A00-9780-100	Interest on Butterfield Loan	0.00	282.00	282.00	0.00	100.00%		423.00	

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 05/31/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE	Total Budget	% Budget Realized/ Used To Date	PRIOR
		ACTUAL	BUDGET	ACTUAL			
A00-9901-900	Interfund Transfer: Principle	0.00	0.00	0.00	0.00	N/A	0.00
A00-9901-910	Interfund Transfer: Interest	0.00	0.00	0.00	0.00	N/A	0.00
	Total Debt Payments	0.00	33,282.00	282.00	0.00	0.85%	423.00
	Total Expenditures	120,031.13	2,707,382.00	1,831,214.00	843,167.34	67.64%	1,890,155.99
	Excess of Revenues over Expenditures	73,311.10		26,001.67			14,597.06

Village of Cold Spring										
Statement of Revenues & Expenditures - Water Fund										
For Period Ending 05/31/2014										
		CURRENT PERIOD	CURRENT YEAR YEAR-TO-DATE		Total Budget	% Budget Realized/	YEAR-TO-DATE	PRIOR		
			ACTUAL	BUDGET						
F00-2140-100	Usage - Cold Spring	0.00	169,000.00	159,820.90	9,179.10	94.57%	164,236.08			
F00-2140-200	Usage - Nelsonville/Philipstown	0.00	27,000.00	29,095.53	2,095.53	107.76%	27,715.68			
F00-2142-100	Flat Rate - Cold Spring	0.00	289,000.00	288,381.38	618.62	99.79%	288,606.38			
F00-2142-200	Flat Rate - Neslonville/Philipstown	0.00	89,000.00	88,793.61	206.39	99.77%	89,215.48			
F00-2148-100	Penalty - Cold Spring	1,835.02	6,500.00	7,363.21	863.21	113.28%	7,000.64			
F00-2148-200	Penalty - Nelsonville/Philipstown	965.23	3,700.00	3,999.29	299.29	108.09%	4,261.02			
F00-2401-000	Interest Earnings	0.00	7,705.00	7,964.09	259.09	103.36%	10,169.44			
F00-2770-000	Miscellaneous Revenue	0.00	1,000.00	2,532.50	1,532.50	N/A	5,132.01			
F00-5031-000	Interfund Transfer - Principal	0.00	0.00	0.00	0.00	N/A	0.00			
F00-5031-100	Interfund Transfer - Interest	0.00	0.00	0.00	0.00	N/A	0.00			
	Fund Balance Transfer	0.00	100,000.00	0.00	100,000.00	0.00%	0.00			
	Total Revenues	2,800.25	692,905.00	587,950.51	104,954.49	84.85%	596,336.73			
F00-1320-400	Auditor - Contractual	0.00	2,625.00	2,625.00	0.00	100.00%	2,500.00			
F00-1380-000	Fiscal Agent Fees	0.00	2,400.00	1,937.00	463.00	80.71%	4,400.00			
F00-1910-400	Unallocated Insurance	0.00	30,000.00	23,596.25	6,403.75	78.65%	27,705.03			
F00-1950-400	Taxes & Assessments	0.00	1,000.00	558.71	441.29	55.87%	543.14			
F00-1990-400	Contingent Account	0.00	32,022.00	0.00	32,022.00	0.00%	0.00			
F00-8310-200	Administration - Equipment	0.00	17,000.00	14,524.04	2,475.96	85.44%	0.00			
F00-8310-400	Administration - Secondary Operations	1,581.63	5,000.00	6,037.24	1,037.24	120.74%	5,497.66			
F00-8310-410	Administration - Supplies	67.42	600.00	701.55	101.55	N/A	815.21			
F00-8310-415	Attorney Contractual	0.00	9,000.00	35.00	8,965.00	0.39%	8,442.95			

Village of Cold Spring									
Statement of Revenues & Expenditures - Water Fund									
For Period Ending 05/31/2014									
	CURRENT PERIOD ACTUAL	CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	YEAR-TO-DATE ACTUAL	PRIOR		
		BUDGET	ACTUAL						
F00-8340-100	Transmission & Distr: Repair & Maint Personal Sv	0.00	610.00	2,890.00	17.43%	0.00			
F00-8340-400	Transmission & Distribution: Engineering	1,405.05	2,795.99	24,204.01	10.36%	16,482.25			
F00-9010-800	State Retirement	0.00	20,848.97	329.03	98.45%	20,261.00			
F00-9030-800	Social Security	408.87	5,520.29	479.71	92.00%	5,308.11			
F00-9035-800	Medicare	95.63	1,291.00	809.00	61.48%	1,285.57			
F00-9040-800	Workers' Compensation	0.00	6,286.49	286.49-	104.77%	4,325.10			
F00-9055-800	Disability Insurance	0.00	180.34	119.66	60.11%	288.62			
F00-9060-800	Medical Insurance	0.00	20,402.25	3,597.75	85.01%	18,259.01			
F00-9060-801	Dental - Philips	0.00	89.00	911.00	8.90%	0.00			
F00-9710-600	Serial Bonds - Principal	0.00	185,000.00	0.00	100.00%	185,000.00			
F00-9710-700	Serial Bonds - Interest	0.00	20,117.48	2.52	99.99%	22,328.23			
F00-9730-600	BAN Principal	0.00	0.00	15,000.00	0.00%	0.00			
F00-9730-700	BAN Interest	0.00	0.00	17,250.00	0.00%	16,099.99			
F00-9901-900	Transfer to Other Funds	0.00	25,000.00	2,000.00-	108.00%	25,000.00			
	Total Expenditures	16,579.20	692,905.00	190,516.83	72.50%	554,101.76			
	Excess of Revenues over Expenditures for Report	13,778.95-	85,562.34			42,234.97			

Village of Cold Spring									
Statement of Revenues & Expenditures - Sewer Fund									
For Period Ending 05/31/2014									
	CURRENT PERIOD	CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/Used To Date	PRIOR	YEAR-TO-DATE	ACTUAL	ACTUAL
		ACTUAL	BUDGET						
G00-2120-100	0.00	359,421.12	357,000.00	2,421.12-	100.68%		338,895.25		
G00-2120-200	0.00	5,821.20	5,200.00	621.20-	111.95%		5,419.90		
G00-2121-100	0.00	58,878.08	62,000.00	3,121.92	94.96%		60,574.19		
G00-2121-200	0.00	1,244.58	1,100.00	144.58-	113.14%		1,290.68		
G00-2128-100	1,623.28	6,609.86	5,500.00	1,109.86-	120.18%		5,841.30		
G00-2128-200	40.56	204.52	200.00	4.52-	102.26%		200.16		
G00-2401-000	0.00	7,500.66	7,500.00	0.66-	100.01%		8,031.41		
G00-2770-000	0.00	750.00	0.00	750.00-	N/A		0.00		
G00-3960-000	0.00	24,281.45	0.00	24,281.45-	N/A		45,024.81		
G00-5301-000	0.00	0.00	0.00	0.00	N/A		0.00		
	0.00	0.00	43,400.00	43,400.00	0.00%		0.00		
Total Revenues	1,663.84	464,711.47	481,900.00	17,188.53	96.43% #		465,277.70		
G00-1320-400	0.00	2,625.00	2,625.00	0.00	100.00%		2,500.00		
G00-1380-400	0.00	975.00	975.00	0.00	N/A		1,037.00		
G00+1410-400	70.00	4,635.48	4,000.00	635.48-	115.89%		5,856.21		
G00-1910-400	0.00	16,654.04	24,000.00	7,345.96	69.39%		19,789.30		
G00-1990-400	0.00	8,205.00	8,205.00	0.00	N/A		0.00		
G00-8110-400	62.18	1,236.76	1,000.00	236.76-	123.66%		685.23		
G00-8110-410	0.00	77.00	500.00	423.00	15.40%		0.00		
G00-8110-420	0.00	2,171.00	1,200.00	971.00-	180.92%		1,464.47		
G00-8120-415	1,172.50	24,325.05	30,000.00	5,674.95	81.08%		33,607.97		

Village of Cold Spring

Statement of Revenues & Expenditures - Sewer Fund

For Period Ending 05/31/2014

	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
	ACTUAL	BUDGET	ACTUAL	BUDGET			
G00-8120-417	0.00	25,000.00	10,031.30	14,968.70	40.13%	13,765.50	
G00-8120-418	3,164.40	20,000.00	7,733.73	12,266.27	38.67%	18,997.77	
G00-8120-420	594.46	5,800.00	4,205.74	1,594.26	72.51%	4,941.02	
G00-8130-100	5,676.89	69,000.00	73,642.63	4,642.63	106.73%	67,534.70	
G00-8130-200	169.00	3,000.00	298.00	2,702.00	9.93%	776.75	
G00-8130-210	219.95	2,000.00	1,683.41	316.59	84.17%	1,451.11	
G00-8130-410	0.00	1,200.00	50.00	1,150.00	4.17%	0.00	
G00-8130-411	244.50	25,000.00	16,458.89	8,541.11	65.84%	17,515.44	
G00-8130-412	101.33	3,000.00	2,200.76	799.24	73.36%	2,247.60	
G00-8130-413	0.00	10,000.00	6,560.36	3,439.64	65.60%	20,692.82	
G00-8130-414	0.00	1,000.00	872.58	127.42	87.26%	713.64	
G00-8130-420	2,577.65	1,000.00	3,629.59	2,629.59	362.96%	2,284.88	
G00-8130-421	205.56	1,700.00	1,637.63	62.37	96.33%	1,852.69	
G00-8130-430	8,004.14	53,000.00	53,637.28	637.28	101.20%	51,072.97	
G00-8130-440	0.00	2,000.00	2,371.41	371.41	118.57%	114.75	
G00-8130-450	965.00	4,000.00	3,086.21	913.79	77.16%	2,737.01	
G00-8130-460	0.00	1,500.00	1,928.96	428.96	128.60%	1,764.46	
G00-8130-461	8,918.34	15,000.00	58,219.14	43,219.14	388.13%	5,094.33	
G00-8130-470	180.94	1,400.00	1,609.03	209.03	114.93%	1,383.65	
G00-8130-480	0.00	2,000.00	1,007.44	992.56	N/A	1,647.36	
G00-8130-490	120.00	1,700.00	1,575.00	125.00	92.65%	1,605.00	
G00-8130-491	238.17	500.00	421.50	78.50	84.30%	194.79	

Village of Cold Spring
Statement of Revenues & Expenditures - Sewer Fund
For Period Ending 05/31/2014

	CURRENT PERIOD ACTUAL	CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		BUDGET	ACTUAL			
G00-8131-100	0.00	1,000.00	0.00	1,000.00	N/A	0.00
Treatment & Disposal: Bldg & Grounds: Personal						
G00-8131-400	135.97	500.00	135.97	364.03	N/A	0.00
Treatment & Disposal: Bldg & Grounds: Contractu						
G00-9010-800	0.00	16,195.00	15,943.33	251.67	98.45%	15,554.00
State Retirement						
G00-9030-800	350.83	4,600.00	4,551.67	48.33	98.95%	4,172.62
Social Security						
G00-9035-800	82.04	1,300.00	1,064.32	235.68	81.87%	975.84
Medicare						
G00-9040-800	0.00	4,400.00	2,585.55	1,814.45	58.76%	4,325.10
Workers' Compensation						
G00-9055-800	0.00	300.00	180.36	119.64	60.12%	288.58
Disability Insurance						
G00-9060-800	1,888.20	52,000.00	40,666.73	11,333.27	78.21%	49,575.78
Medical Insurance						
G00-9060-802	0.00	1,000.00	1,000.00	0.00	100.00%	1,157.20
Dental Monroe						
G00-9710-600	0.00	25,000.00	25,000.00	0.00	100.00%	25,000.00
Serial Bonds - Principal						
G00-9710-700	0.00	14,300.00	14,248.48	51.52	99.64%	15,066.98
Serial Bonds - Interest						
G00-9730-700	0.00	15,000.00	0.00	15,000.00	0.00%	0.00
EAN: Interest						
G00-9901-900	0.00	25,000.00	27,000.00	2,000.00-	108.00%	25,000.00
Transfer to Other Funds						
Total Expenditures	35,142.05	481,900.00	437,936.33	43,963.67	90.88%	424,444.52
Excess of Revenues over Expenditures for Report	33,478.21-		26,775.14			40,833.18

June 6, 2014

PERMA
Attn: Erin Harrington
PO Box 12250
Albany, NY 12212
Phone: 888-737-6269
Fax: 877-737-6232

Re: Broker of Record – Village of Cold Spring:
W/C Member Number – WC 0001376-00

Dear Ms. Harrington:

I hereby designate The McKane Group, Inc., PO Box 1408, Pine Bush, NY 12566 as Broker of Record for the servicing of our account effective immediately and for the renewal of all our Workers' Compensation Policies with PERMA effective 7/1/2014.

Sincerely,

J. Ralph Falloon
Mayor

**NEW YORK STATE
OFFICE OF PARKS, RECREATION AND
HISTORIC PRESERVATION**

And

VILLAGE OF COLD SPRING

LICENSEE



COOPERATIVE AGREEMENT

At

**Hudson Highlands State Park
Village of Cold Spring, New York**



Table of Contents

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**New York State
Office of Parks, Recreation & Historic Preservation**

Cooperative Agreement

**Hudson Highlands State Park
Village of Cold Spring, New York**

This Cooperative Agreement (“Agreement”) made this ___ day of _____, 2014 by and between the State of New York, acting by and through the Office of Parks, Recreation and Historic Preservation (hereinafter “State Parks”), with offices at 625 Broadway, Albany, New York, and the Village of Cold Spring, (hereinafter the “Licensee”), with offices at 85 Main Street, Cold Spring NY 10516.

WITNESSETH:

WHEREAS, pursuant to Section 3.09(6) of the N.Y.S. Parks, Recreation and Historic Preservation Law, State Parks is authorized to encourage, promote and engage in cooperative recreational, education, historic and cultural activities, projects and programs undertaken by any federal, state or local governmental agency or private philanthropic or non-profit interest for the benefit of the public; and

WHEREAS, the land constituting Hudson Highlands State Park located, in part, in the Village of Cold Spring (hereinafter “Park”) is owned the People of the State of New York and under the jurisdiction of State Parks; and

WHEREAS, the Licensee is a municipal corporation organized under and pursuant to the Laws of the State of New York; and

WHEREAS, the Licensee has agreed to assume and continue responsibility for the operation and management of the Licensed Premises (as hereinafter defined) and State Parks has determined that the best interests of the State will be served by the operation of the aforesaid programming by the Licensee in cooperation with State Parks.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Cooperative Agreement, State Parks and Licensee agree as follows:

1. Contract Documents

- a) This Cooperative Agreement is comprised of the following documents, all of which are hereby incorporated by reference:

- i. Cooperative Agreement
- ii. Attachment A - Description of the Licensed Premises
- iii. Attachment B - Inventory of Equipment
- iv. Attachment C - Requirements for Capital Construction Projects
- v. Appendix A - Required Clauses for All New York State Contracts

b) In the event of any inconsistency in or conflict among the document elements of the Cooperative Agreement identified herein, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth below.

- i. Appendix A - Required Clauses for All New York State Contracts;
- ii. Cooperative Agreement, including all schedules, exhibits, attachments and amendments.

2. Licensed Premises

The "Licensed Premises" shall refer to the Park or portion thereof described and delineated in Attachment A hereto. The Licensed Premises shall be restricted to the areas specifically depicted in Attachment A and Licensee shall have no rights beyond the delineated areas, except as may be provided specifically herein or hereafter expressly granted by State Parks in writing.

3. Term

Initial term: Ten (10) years

Commences: January 1, 2014

Terminates: December 31, 2023.

This Cooperative Agreement may be extended for an additional term equal to the initial term by mutual agreement between State Parks and Licensee.

If at any time during the term of this Cooperative Agreement, State Parks in its sole discretion, determines that it needs the Licensed Premises for any use necessary or convenient to the performance of its public purposes, State Parks may terminate this Cooperative Agreement on giving to the Licensee thirty (30) days notice in writing of intention so to do, and upon the giving of such notice, this Cooperative Agreement and the terms thereof shall terminate, expire and come to an end on the date fixed in such notice, as if said date were the date originally fixed in this Cooperative Agreement for the termination or expiration thereof.

4. Grant of License

State Parks hereby grants to Licensee a license to occupy and use the Licensed Premises, together with the equipment, fixtures, improvements and other property identified in Attachment B – “Inventory of Equipment.” State Parks and Licensee hereby acknowledge that the Licensed Premises constitute public, non-residential spaces within a State Park and that for all purposes hereunder State Parks grants only a right to use the Licensed Premises “as is/where is” and without warranty, and subject to Licensee performing and undertaking on-going maintenance, operating costs and certain periodic renovations to be reviewed and approved in advance by State Parks in accordance with the requirements set forth herein.

5. Fees and Other Payments

a) Licensee shall make payment to State Parks of all fees and other amounts due, if any, under this Cooperative Agreement and shall perform all obligations in accordance with the financial and other requirements set forth in this Cooperative Agreement. Licensee shall be solely responsible for such fees until paid and delivered to State Parks as provided herein.

b) Licensee shall pay to State Parks any fees or other payments as follows: upon invoicing by State Parks.

6. Construction by Licensee

a) Licensee shall not erect any structures, make any modifications, alterations, additions, improvements, repairs or replacements or do any construction work on, to or affecting the Licensed Premises and/or the Park, or install any fixtures in or on the Licensed Premises without the prior written consent of State Parks. In the event any construction, improvement, alteration, modification, addition, repair or replacement is made or done with or without such consent and unless the consent of State Parks shall expressly provide otherwise, the same shall immediately become the property of State Parks and Licensee shall have no right to change or remove the same either during the term or at the expiration thereof. Notwithstanding the foregoing, immediately upon notice from State Parks given at any time during the term of this Cooperative Agreement, Licensee shall remove or change any improvements made or done by it without State Parks' consent.

b) Licensee has thoroughly examined and inspected the Licensed Premises and agrees to take the Licensed Premises “as is” in the condition they are in when vacated and turned over to Licensee by State Parks. Licensee acknowledges that it has not relied upon any representation or statement of State Parks or of its officers, agents or employees as to the suitability of the Licensed Premises for the operations permitted thereon by this

Cooperative Agreement. State Parks shall have no obligation hereunder for finishing work or preparation of the Licensed Premises for Licensee's use unless expressly agreed to in writing by State Parks. Licensee agrees to perform at its sole cost and expense all construction and installation work that it may require to finish off and decorate the Licensed Premises in a manner suitable for the uses authorized by this Cooperative Agreement.

d) Licensee shall require all of its construction consultants and contractors to indemnify and insure the Indemnitees (as defined herein). Insurance coverage shall be provided only by an insurer duly licensed in the State of New York. All insurance policies and certificates shall name as additional insured "the People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, their officers, agents and employees." Designating State Parks as a "certificate holder" shall not constitute compliance with this section.

e) Any capital project to be undertaken by Licensee shall be in accordance with the provisions of Attachment C - Requirements for Capital Improvement Projects, annexed hereto. Any proposed modification of any building's interior, exterior or surrounding landscape must be specifically reviewed and approved in writing by State Parks.

f) Compliance with the State Environmental Quality Review Act and the State Historic Preservation Act are express conditions of this License. No alteration of the structure or significant departure from the traditional and current use of the Licensed Premises shall be permitted except after review in compliance with the State Environmental Quality Review Act and the State Historic Preservation Act.

g) Any alteration of the structure or significant departure from the traditional and current use of the Licensed Premises and any capital project undertaken by the Licensee must comport with the master plan of the Park.

7. Coordination with State Parks' Officials

Licensee shall cooperate with State Parks' officials and will comply with all reasonable requests made by such officials with respect to the operation and maintenance of the Licensed Premises.

8. Operation of the Licensed Premises

a) Licensee shall maintain the Licensed Premises, and any equipment or ancillary facilities included under this Cooperative Agreement, in an attractive, safe, operable, sanitary and inviting condition at all times, including all buildings or portions thereof, if any, used for the handling, preparation, storage and service of food, disposal of waste and refuse, public lobbies and lounges, restrooms, entrances and exits. Licensee shall keep the sidewalks and grounds of the Licensed Premises in a safe, clean, neat and attractive condition.

b) State Parks reserves the right to use the Licensed Premises without cost for official events and purposes, subject to written notice to Licensee and prior or conflicting scheduled events of Licensee.

c) Licensee shall not commit any nuisance on the Licensed Premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the Licensed Premises, and Licensee shall not cause or permit to be caused or produced upon the Licensed Premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors odors or objectionable noises.

d) Licensee shall not use or connect any equipment or engage in any activity or operation in the Licensed Premises which will cause or tend to cause an overloading of the capacity of any existing or future utility, mechanical, electrical, communication or other systems, or portion thereof, serving the Licensed Premises, nor shall Licensee do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utility, mechanical, electrical communication or other systems or portions thereof on the Licensed Premises or elsewhere at the Park.

e) Licensee shall not overload any floor, roadway, passageway, pavement or other surface or any wall, partition, column or other supporting member, or any elevator or other conveyance, in the Licensed Premises or at the Park and without limiting any other provision of this Cooperative Agreement, Licensee shall repair, replace or rebuild any such damage caused by overloading.

9. Maintenance and Repairs

a) The Licensed Premises shall be maintained and kept in good and acceptable repair by Licensee at its own expense, and shall be surrendered by Licensee at the expiration or termination of this Cooperative Agreement to State Parks in as good condition as when received, reasonable wear and tear and loss from casualty excepted.

b) Licensee agrees to maintain proper maintenance and repair records and to make these records available to State Parks upon request.

c) At any time during the term of this Cooperative Agreement, State Parks shall have the right to inspect the Licensed Premises with regard to the level of maintenance being performed by Licensee, upon giving Licensee twenty-four (24) hours notice of such inspection. If, as a result of such inspection, it is the written determination of State Parks that any deficiencies exist in the condition of those areas within Licensee's area of responsibility, State Parks shall so inform Licensee in writing. Licensee shall correct such deficiencies within ten (10) working days of such notice, at which time a follow-up inspection shall be conducted. If the deficiencies have not been corrected at the time of such follow-up inspection, State Parks shall have the right to correct such deficiencies itself and to bill Licensee for the cost of labor and materials used, such bill to be paid by

Licensee upon presentation. The repeated or persistent failure of Licensee to properly maintain the Licensed Premises shall constitute a material breach of this Cooperative Agreement and may, at the option of State Parks, result in termination thereof.

d) Licensee shall repair, replace, rebuild and paint all or any part of the Licensed Premises or of the Park which may be damaged or destroyed by the acts or omissions of Licensee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees or other persons who are doing business with Licensee or who are present at the Licensed Premises or the Park with the consent of Licensee.

10. Qualified Staff

a) Licensee shall employ only duly qualified and competent staff and volunteers to oversee and administer the operation of the Licensed Premises.

b) Licensee shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references and suitability for working with the public, including children. At a minimum, Licensee shall comply with guidelines and procedures of State Parks provided to Licensee in writing, including the following:

i. Licensee will be responsible for screening of all personnel, including substantiating credentials and reference checks. In addition, Licensee will check each prospective personnel against the Statewide Sexual Offenders Registry.

ii. Licensee agrees not to hire or retain any personnel who refuse to provide the names of references; provide documentation of credentials; provide information on criminal conviction records; or provide any other requested information that bears on the applicant's fitness to work with or in close proximity to the public, including children.

iii. Licensee agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions; or whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including children, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including children, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the subject of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with this Registry.

c) State Parks reserves the right to require Licensee to discipline, retrain or replace any employee whose conduct or appearance is unprofessional and/or inconsistent with the standards of State Parks. To the extent commercially reasonable, any collective bargaining agreement entered into between Licensee and any labor union or organization must recognize the foregoing right of State Parks, and no such collective bargaining agreement shall in any way affect or diminish the rights of State Parks hereunder.

11. Housekeeping and Sanitation

- a)** Licensee shall at all times keep the Licensed Premises and any ancillary or common area used by Licensee in a clean and sanitary condition.
- b)** Licensee shall be responsible for keeping all interior spaces within the Licensed Premises free from ants, flies, roaches, rodents, and all other insects or vermin. Licensee shall bear all costs incurred as a result of keeping the Licensed Premises free from pests and vermin.
- c)** All State and local health and sanitary codes, standards and regulations, including sanitary standards established and issued by State Parks, shall be adhered to at all times. Violation of such codes, standards or regulations will result in written warnings to the Licensee and shall be corrected by Licensee within two (2) working days. If such deficiencies have not been corrected within two (2) working days, State Parks shall have the right to correct the deficiencies and to charge the Licensee for the actual cost of labor and materials. Nothing contained in this section shall limit any other rights of State Parks pursuant to this Cooperative Agreement. Failure of the Licensee to correct the health or sanitary code violations shall be deemed a material breach of this Cooperative Agreement. For purposes of this Cooperative Agreement, such charges by State Parks shall be deemed an additional fee owed by Licensee. The closing of the Licensed Premises, or any portion thereof, by a State or County health agency shall be deemed a material breach of this Cooperative Agreement. Immediately upon receipt by the Licensee's on-site management, Licensee shall forward a copy of any notice, inspection report, and/or citation received from any State or County health agency, to State Parks' Regional Headquarters and Albany Concession Bureau.

12. Utilities, Trash and Debris

- a)** The Licensee shall be solely responsible for the cost of utilities, including but not limited to, electricity, fuel oil, natural gas, propane and telephone service, utilized at the Licensed Premises
- b)** State Parks shall not be responsible for the installation of any water supply, sewers, drainpipes or fixtures, or electric, fuel oil or gas lines or fixtures beyond those already in place prior to the granting of this Cooperative Agreement. If additional utility installations within the Licensed Premises are required as a result of a capital or other project proposed by Licensee, the full cost thereof shall be borne by Licensee unless otherwise agreed to by State Parks.
- c)** Failure or neglect by Licensee to pay for any utility services and/or any failure which results in termination of utility service to the Licensed Premises shall be deemed a material breach of this Cooperative Agreement.

d) In the event of fluctuation or interruption of water supply, electricity, or other utility services to the Licensed Premises, Licensee shall be solely responsible for the cost and provision of its own sources of temporary power or other utilities as may be necessary.

e) The cost of storage, removal and disposal of all refuse and garbage generated from Licensee's performance hereunder is the sole responsibility of Licensee. Disposal of all refuse left by patrons on the Licensed Premises is the responsibility of Licensee. Licensee shall utilize weather and animal resistant containers for the storage of refuse.

13. Use of Biodegradable/Recyclable Products

Licensee shall use recyclable materials in the preparation and/or service of food. All such materials will be rinsed, collected and brought to a recycling center for disposal by the Licensee. The Licensee shall provide appropriate receptacles to allow the public the opportunity to separate recyclable material from biodegradable waste resulting from sales made at the Licensed Premises.

14. Hazardous Materials

a) Licensee shall not use or permit the storage at the Licensed Premises of any hazardous substances or materials, including illuminating oils, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited by the standard policies of fire insurance companies in the State of New York.

b) Licensee shall properly handle, store, and use all fuel, including propane tanks in a manner that meets all applicable building and fire codes, rules and regulations.

c) No fireworks, fireworks displays, or performances involving pyrotechnics of any kind are authorized or permitted pursuant to this Cooperative Agreement without the expressed prior written approval of State Parks.

15. Sale of Alcoholic Beverages and Tobacco Products

No alcoholic beverages or tobacco products (including faux, candy or other tobacco-like products) may be sold at the Licensed Premises without the specific written approval of State Parks.

16. Advertising, Promotional Materials and Branding

a) State Parks reserves the right to require the Licensee to utilize a standard design style, template or format in all advertisements or promotional materials including, but not limited to, all broadcast, print media (including flyers, brochures, pamphlets and inserts) or website design.

b) In all advertising, promotional materials, signage, press advisories or any other public communication, Licensee shall refer to the Licensed Premises as “[Facility] operated [Licensee] pursuant to a Cooperative Agreement with the New York State Office of Parks, Recreation and Historic Preservation.”

17. Sponsorships

a) Sponsorship opportunities may be allowed subject to the prior written approval of State Parks as to form, content and manner of presentation. Sponsorship by companies, interests or organizations that are directly identified with the sale or use of tobacco products or casino gambling are strictly prohibited. Sponsorship opportunities include, but are not limited to, program inserts, product sampling, and advertising displays at the Licensed Premises.

b) Sponsorship of the Licensed Premises, or its programs and services authorized by this Cooperative Agreement, is subject to the approval of State Parks, and may not be procured by Licensee without the expressed written approval of State Parks.

c) Licensee is not authorized to sell, lease, license, market or otherwise offer so-called “naming rights” to the Licensed Premises without the expressed written permission of State Parks. “Naming rights” as used herein shall include, without limitation, recognition of contributors and donors of money, property, services or anything of value to Licensee.

18. Sale or Distribution of Products or Services Not Authorized

Nothing in this Cooperative Agreement authorizes Licensee to sell or distribute any items, or to promote or provide any commercial services to the public at the Licensed Premises other than those specifically enumerated herein, or which State Parks specifically approves in writing. Licensee shall not commercially exploit the Licensed Premises for any purpose other than as may be authorized in this Cooperative Agreement or as may be otherwise specifically approved by State Parks in writing. State Parks reserves for its sole benefit all other rights to the Licensed Premises, including but not limited to, the right to retain all revenues derived from other sources not specifically granted to Licensee.

19. Signage

State Parks reserves the exclusive right to erect, remove or change signs at the exterior of the Licensed Premises as it deems necessary and desirable for the convenience of the public. No exterior signs shall be erected on or removed or changed by Licensee without the prior written approval of State Parks.

20. Ingress and Egress

Licensee for itself, its officers, employees and such business invitees as are at the Licensed Premises shall have the right of ingress and egress between the Licensed Premises and the public streets and park roads. Such right shall be exercised by means of such public areas and pedestrian or vehicular ways, and by means of such other facilities for movement of persons or property, to be used subject to all the provisions of this Cooperative Agreement and in common with others having rights of passage and movement within the Park as may from time to time be designated by State Parks for the use of the public. The use of any such facility, way or other area shall be subject to the rules and regulations of State Parks and the Park which are now in effect or which may hereafter be promulgated for the safe and efficient operation of the Park.

21. Books of Account and Financial Reporting

a) Licensee shall keep books and records of account in accordance with generally accepted accounting principles and procedures. Licensee shall permit State Parks and/or its authorized representatives and consultants to inspect and audit appropriate books and records at any reasonable time, after giving Licensee twenty-four (24) hours notice of the date and time of such inspection and audit. Such right of inspection and audit shall exist during the term of this Cooperative Agreement and for a period of six (6) years after its expiration or termination.

b) On or before the fifteenth day of April of each calendar year of this Cooperative Agreement, Licensee shall provide State Parks with a Certified Financial Statement (in a format approved by State Parks) covering the operation of the Licensed Premises for the preceding calendar year.

22. Insurance

a) Licensee shall procure at its sole cost and expense insurance with limits not less than those described below and as required by the terms of this Cooperative Agreement, or as required by law, whichever is greater and shall provide coverage to Licensee and State Parks for claims of damage to property and personal injuries, including death, which may arise from the conduct of Licensee and/or the performance of the services authorized by this Cooperative Agreement. Limits may be provided through a combination of primary and umbrella/excess policies. Said insurance shall be obtained from a company licensed to conduct business in the State of New York.

b) Upon annual renewal of insurance coverage, a current insurance certificate evidencing such insurance coverage must be submitted to State Parks. Insurance shall be provided in the following minimum amounts:

i. **Commercial General Liability Insurance** with a limit of not less than two million dollars (\$2,000,000) per occurrence. Such coverage shall be written on the ISO CG 00 01 or substitute form providing equivalent coverages and shall

cover liability arising from premises operations, products-completed operations and personal and advertising injury. Fire legal liability of \$500,000 is required; if such insurance contains an aggregate limit, it shall apply separately on a per-location basis, and

ii. In the event that Licensee operates an automobile or other motor vehicle in conjunction with any activities authorized by this Cooperative Agreement, then Licensee will obtain **Comprehensive Business Automobile Liability Insurance** with a limit of not less than two million dollars (\$2,000,000) for each accident. Such insurance shall cover liability arising out of any automobiles including owned, leased, hired and non-owned automobiles (if vehicles are utilized for operations under this Cooperative Agreement).

c) Licensee shall require that all independent contractors shall have insurance policies providing commercial general liability with a limit of not less than two million dollars (\$2,000,000), workers compensation, disability and comprehensive business automobile liability insurance to the extent set forth in the section. Licensee shall provide State Parks with a certificate from such independent contractor evidencing such coverage, and naming State Parks as additional insureds as provided herein. In order to comply with Sections 57 and 220(8) of the Workers' Compensation Law, State Parks requires annual proof of both Workers' Compensation Insurance and Disability Insurance. The following are the only acceptable means of proof (Please note that ACORD forms are NOT acceptable proof of coverage):

i. **Disability Benefits:**

- 1) WC/DB-100: Affidavit for New York Entities with no employees and certain out of state entities, that NYS Workers Compensation and/or Disability Benefits Insurance coverage is not required; or
- 2) DB-120.1: Certificate of Disability Benefits Insurance; or
- 3) DB-155: Certificate of Disability Benefits Self-Insurance.

ii. **Workers' Compensation:**

- 1) WC/DB-100(9-07): Affidavit for New York Entities with no employees and certain out of state entities, that NYS Workers Compensation and/or Disability Benefits Insurance coverage is not required; or
- 2) C-105.2(9-07): Certificate of Workers' Compensation Insurance; note: the State Insurance Fund provides its own version of this form, the U-26.3; or
- 3) SI-12: Certificate of Workers' Compensation Self-Insurance.

d) Insurance coverage shall be provided only by an insurance carrier rated A- Class VII or better throughout the term of this Cooperative Agreement. Such carrier shall be duly licensed in the State of New York.

- e) All insurance policies and certificates shall name as additional insured "*the People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, their officers, agents and employees.*" Designating State Parks as a "certificate holder" shall not constitute compliance with this section.
- f) All insurance coverage shall be written such that State Parks is afforded at least thirty (30) days prior notice of cancellation or modification of coverage.
- g) Licensee shall notify State Parks of any claims, including without limitation claims involving bodily injury, death or property damage, arising on or within the Licensed Premises. Such notice shall be provided in writing as soon as practicable, however in any event within five days of Licensee's receipt of notice of the accident or claim.
- h) Coverage required in this section and any insurance retention or deductible may be adjusted by State Parks if, in its sole reasonable judgment, levels of risk associated with Licensee's operations require modification of coverage that is commercially available at commercially reasonable rates and carried by other operators of similar businesses.
- i) Failure of the Licensee to obtain and maintain appropriate insurance as specified and without gap may be deemed a material breach of this Cooperative Agreement and at the sole discretion of State Parks may be cause for termination. If Licensee is unable to maintain insurance coverage at the required levels and State Parks can obtain acceptable coverage, State Parks may elect to purchase such policies and Licensee shall immediately reimburse State Parks for all costs incurred.

23. Indemnity & Claims

- a) Licensee assumes all risks in the performance of all activities authorized by this Cooperative Agreement and agrees to defend, indemnify and hold harmless the People of the State of New York, the Office of Parks, Recreation and Historic Preservation, their officers, employees, agents and assigns (hereinafter, collectively the "Indemnitees") from and against any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, caused or contributed to by Licensee and Licensee's contractors, vendors, materialmen, employees, agents, invitees and guests, and/or arising out of Licensee's conduct and/or Licensee's performance pursuant to this Cooperative Agreement, provided however that Licensee's indemnity shall not extend to any claims, liabilities, losses, damages, expenses, accidents or occurrences arising out of, relating to, or in connection with: (i) the negligence of any Indemnitee; or (ii) the Indemnitees' ordinary upkeep and maintenance of the Park and its grounds and facilities outside of the Licensed Premises. Licensee shall defend at its sole cost and expense any action commenced for the purpose of asserting any claim of whatsoever character arising out of this Cooperative Agreement. Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

b) For all purposes hereunder, State Parks shall not be liable for any injury, loss or damage to Licensee, its agents, servants, contractors, vendors, invitees and guests, or to any person happening on, in or about the Licensed Premises or its appurtenances, nor for any injury or damage to the Licensed Premises or to any property belonging to Licensee or to any other person, that may be caused by fire, theft, breakage, vandalism or any other use or misuse or abuse of any portion of the Licensed Premises, including but not limited to any common areas, sidewalks, roads, or water in or adjacent to the Licensed Premises, or that may arise from any other cause whatsoever, unless, and only to the extent of the proportion of which any such injury, loss or damage is determined to be caused by the negligence of State Parks.

c) State Parks shall not be liable to Licensee, its agents, servants, contractors, vendors, invitees and guests, or any other person, for any failure of water supply, gas supply or electric current, nor for any injury or damage to any property of Licensee or any other person or to the Licensed Premises, caused by or resulting from spill or release of gasoline, oil, steam, gas, or electricity, or caused by leakage of any substance from pipes, appliances, sewers or plumbing works, or caused by hurricane, flood, tornado, wind or similar storm or disturbance, or caused by water, rain or snow that may leak or flow from the street, sewers or subsurface areas, or from any part of the Licensed Premises or any body of water within or adjacent to the Licensed Premises, or caused by any public or quasi-public work, unless, and only to the extent of the proportion by which any such injury, loss or damage is determined to be caused by the negligence of State Parks.

d) Licensee shall not create or cause to be created any lien, encumbrance or charge upon the Licensed Premises, the Park, or any part thereof. If any mechanics, laborers or similar statutory or common law lien (including tax liens, provided that the underlying tax is an obligation of Licensee by law or by a provision of this Cooperative Agreement) caused or created by Licensee is filed against the Licensed Premises, or if any public improvement lien created or caused to be created by Licensee is filed against any assets of, or funds appropriated by State Parks, then Licensee shall, within forty-five (45) days after receipt of notice of the lien, cause it to be vacated or discharged of record by payment, deposit, bond, court order, or otherwise. However, Licensee shall not be required to discharge any such lien if Licensee shall have: (i) furnished State Parks with, at Licensee's option, a cash deposit, bond, letter of credit (from an institutional lender in a form satisfactory to State Parks), or other security reasonably satisfactory to State Parks in an amount sufficient to discharge the lien and all applicable interest, penalties and/or costs; and (ii) brought an appropriate legal proceeding to discharge the lien and is prosecuting such proceeding with diligence and continuity; except that if despite Licensee's efforts to discharge the lien State Parks reasonably believes the lien is about to be foreclosed and so notifies Licensee, Licensee shall immediately cause such lien to be discharged of record or State Parks may use the security furnished by Licensee in order to discharge the lien.

24. Waiver of Damages

Licensee waives any and all claims for compensation from the State of New York and State Parks for any and all loss or damage sustained by reason of any defect, deficiency or impairment of utility service including but not limited to light, electrical current, gas or water supply which may occur from time to time for any cause; and for any loss or damage sustained by Licensee resulting from weather, fire, water, tornado, civil commotion, riots, earth movement or other similar cause beyond the control of State Parks.

25. Rights Upon Loss from Casualty

a) If a loss or damage from casualty is suffered, Licensee shall give notice of the loss to State Parks. State Parks shall consult with Licensee prior to making a determination of whether or in what manner the loss or damage can or should be restored to substantially the same condition as existed prior to such loss from casualty.

b) If the loss from casualty is such that the Licensed Premises is totally or partially destroyed to the extent that Licensee's performance hereunder is substantially interrupted or impeded, then Licensee and State Parks shall each have the right, by notice to the other, to terminate this Cooperative Agreement. In the event of such termination, Licensee shall pay to State Parks all fees due for the period through and including the date of loss from casualty, and Licensee and State Parks shall otherwise finalize all open matters and obligations between them. Should State Parks elect to terminate this Cooperative Agreement under this section, within thirty (30) days of Licensee's receipt of such notice, Licensee shall have the right to elect, upon written notice to State Parks, to restore the Licensed Premises at Licensee's sole cost and expense. Licensee shall have the right to apply the proceeds of any policy of insurance procured by Licensee to the restoration of the Licensed Premises. If Licensee elects to restore the Licensed Premises, such restoration work shall be subject to the approval of State Parks pursuant to the same terms of this Cooperative Agreement as are applicable to capital improvement projects, including without limitation, the provisions of Attachment C hereof.

c) If the loss from casualty does not totally destroy the Licensed Premises or otherwise substantially interrupt or impede Licensee's performance hereunder, Licensee shall proceed with performance of this Cooperative Agreement.

26. Termination

a) In addition to all other rights of termination provided by law and in this Cooperative Agreement, if any one or more of the following events shall occur:

i) Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or

of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

ii) By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

iii) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Licensee and shall not be dismissed within forty-five (45) days after the filing thereof; or

iv) The actual or purported letting hereunder of the interest or estate of Licensee under this Cooperative Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation except upon the express written approval of State Parks; or

v) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of Licensee, or any execution or attachment shall be issued against Licensee or any of its property, whereupon possession of the Licensed Premises shall be taken by someone other than Licensee, and any such possession or control shall continue in effect for a period of twenty (20) days; or

vi) Any lien is filed against the Licensed Premises because of any act or omission of Licensee and is not removed or bonded as provided for herein; or

vii) Licensee shall fail duly and punctually to pay the fees or to make any other payment required hereunder when due to State Parks and such failure shall continue for a period of twenty (20) days after State Parks shall have given Licensee a written notice and demand therefore; or

viii) Licensee shall fail to keep, perform and observe each and every material promise, covenant and agreement set forth in this Cooperative Agreement on its part to be kept, performed, or observed, within ten (10) days after receipt of notice of default thereunder from State Parks (except where fulfillment of its obligation requires activity over a period of time, and Licensee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues diligently such performance without interruption except for causes beyond its control); or

ix) Licensee shall cease to be duly authorized to conduct business in the State of New York.

Then upon the occurrence of any such event or at any time thereafter during the continuance thereof, State Parks may by ten (10) days notice terminate this Cooperative Agreement, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

b) No waiver by State Parks of any default on the part of Licensee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by Licensee shall be or be construed to be a waiver by State Parks of any other or subsequent default in performance of any of the said terms, covenants and conditions.

c) The rights of termination described above shall be in addition to any other rights of termination provided in this Cooperative Agreement and in addition to any rights and remedies that State Parks would have at law or in equity consequent upon any breach of this Cooperative Agreement by Licensee, and the exercise by State Parks of any right of termination shall be without prejudice to any other such rights and remedies.

d) Licensee hereby waives its right to trial by jury in any summary proceeding, ejectment or other action that may hereafter be instituted by State Parks against Licensee in respect of the Licensed Premises or in any action that may be brought by State Parks to recover fees, damages, or other sums payable hereunder. Licensee shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment that may be brought by State Parks unless such claims would be deemed waived if not so interposed.

27. Force Majeure

If either State Parks or Licensee shall be delayed or prevented from the performance of any act required by this Cooperative Agreement by reason of acts of God, weather, earth movement, lockout or labor trouble, unforeseeable restrictive governmental laws or regulation, or acts of war, riot or other similar causes, without fault and beyond the reasonable control of the party obligated, performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this section shall excuse Licensee from the prompt payment of any and all fees payable to State Parks pursuant to this Cooperative Agreement.

28. Compliance with all Laws, Rules and Regulations

Licensee shall comply with all federal and state laws, codes and regulations applicable to the conduct of the activities authorized by this Cooperative Agreement, including all other applicable governmental regulations affecting the Licensed Premises in regard to the sale, use and storage of foodstuffs, beverages, and tobacco. Licensee shall procure at its own expense all permits, licenses or other approvals necessary for the performance of this Cooperative Agreement.

29. Iran Divestment Act

a) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL) §165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL §165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

b) By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

c) Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before State Parks may approve a request for Assignment of Contract

d) During the term of the Contract, should State Parks receive information that a person is in violation of the above-referenced certification, State Parks will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then State Parks shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

e) State Parks reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

30. Choice of Law/Damages

a) This Cooperative Agreement shall be governed and interpreted in accordance with the laws of the State of New York. Any and all claims against State Parks arising out of this Cooperative Agreement shall be limited to money damages and commenced exclusively in, and subject to the jurisdiction of the New York State Court of Claims.

b) Any and all claims against Licensee for damages to State Parks and/or any actions to enforce the terms and conditions of this Cooperative Agreement shall be enforceable in any appropriate court in Albany County, New York, which shall be the sole venue.

31. Integration Clause

This Cooperative Agreement shall not be materially amended, changed or otherwise modified except in writing signed by both parties and approved by the Executive Deputy Commissioner or designee. Except to the extent that documents are incorporated herein by reference, this Cooperative Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Cooperative Agreement. This Cooperative Agreement shall be interpreted without construing any provision in favor of or against either party by reason of the drafting of the provision.

32. Rights of Third Parties

Nothing contained in this agreement shall create or give to third parties any claim or right of action against the Indemnitees as defined herein, or any interest in real or personal property of the State of New York, beyond that as may legally exist without regard to this agreement.

33. Rights of Entry Reserved

State Parks by its duly authorized officers, employees, agents, representatives and contractors shall have the right at all reasonable times during business hours and upon reasonable oral notice to Licensee's manager or his designee to enter upon the Licensed Premises for the purpose of inspecting the same, for observing the performance by Licensee of its obligations under this Cooperative Agreement, and for the doing of any official act or thing which State Parks may be obligated or have the right to do under this Cooperative Agreement or in accordance with law. In case of emergency or exigent circumstances threatening the health, safety or welfare of the public, or the physical integrity of the Licensed Premises, State Parks reserves an unrestricted right of entry to the Licensed Premises at all times.

34. Right of Re-entry

State Parks shall, as an additional remedy upon the giving of a notice of termination as provided this Cooperative Agreement, have the right to re-enter the Licensed Premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of Licensee under this Cooperative Agreement, and shall in no event constitute an acceptance of surrender.

35. Surrender of License

a) No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of State Parks and Licensee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of State Parks shall be deemed an acceptance of a surrender of the Licensed Premises or this Cooperative Agreement. Without limiting the foregoing, no employee or officer of State Parks shall be authorized to "accept keys" of the Licensed Premises as an act of surrender prior to the expiration of the term hereof and no delivery of the keys by Licensee shall constitute a termination of this Cooperative Agreement or acceptance of surrender.

b) Licensee covenants and agrees to yield and deliver peaceably to State Parks possession of the Licensed Premises on the date of the termination or expiration of this Cooperative Agreement, whether such cessation be by termination, expiration or otherwise, promptly and in "broom clean" condition, reasonable wear excepted as would not adversely affect or interfere with the efficient and proper utilization of the Licensed Premises or any part thereof.

c) Unless the same are required for the performance by Licensee of its obligations hereunder, Licensee shall have the right at any time during the term hereof to remove from the Licensed Premises, and, on or before the expiration or earlier termination of the term, shall so remove its equipment, removable fixtures and other personal property, and all property of third persons for which it is responsible, repairing all damages caused by such removal. If Licensee shall fail to remove such property on or before the termination or expiration of the term, State Parks shall have the right to so remove and dispose, or provide for the removal and disposal, of such property according to law.

36. Rights Reserved by State Parks:

State Parks reserves for its sole benefit all other rights to the Licensed Premises, including but not limited to, the right to retain all revenues derived from other sources not specifically granted to Licensee, and the right to authorize the installation of cellular telephone antenna and other related or utility systems at the Licensed Premises.

37. Notices

a) All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- i. via certified or registered United States mail, return receipt requested;
- ii. by facsimile transmission;
- iii. by personal delivery;
- iv. by expedited delivery service; or

v. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

If to State Parks:

Regional Director – Taconic Region
Taconic Regional Office
9 Old Post Road
Staatsburg, NY 12580

Telephone Number: 845-889-3811
Facsimile Number: 845-889-8217
E-Mail Address: Linda.Cooper@parks.ny.gov

and

General Counsel
NYS Office of Parks, Recreation and Historic Preservation
Albany, NY 12238-0001

Telephone Number: 518.474.0430
Facsimile Number: 518.474.4492
E-Mail Address: counsel@parks.ny.gov

If to Licensee:

Licensee
Street address
City, NY zip code

b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be

designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

38. Agency

Nothing contained herein shall constitute or be construed to create or constitute a legal or *de facto* partnership, joint venture or an agency relationship between the parties.

41. Other Terms and Conditions

a) _____

b) _____

c) _____

Signature Pages Follow

SIGNATURE PAGE

IN WITNESS WHEREOF, State Parks and Licensee have executed this agreement on the day and year indicated.

Licensee: **Village of Cold Spring**

I certify that all information provided to State Parks is complete, true and accurate. State Parks Reserves the right to terminate this Cooperative Agreement if it is determined that information was intentionally omitted or falsified.

_____ By: _____
Date
Typed Name: _____
Title: _____
Federal Employer Identification No.: _____

Recommended by Region:

_____ By: _____
Date **Linda Cooper**
Regional Director

Approved by State Parks:

State Parks certifies that copies of this signature page with original signatures will be attached to all other exact copies of the Cooperative Agreement.

_____ By: _____
Date

Attachment A
Description of the Licensed Premises

Attachment B
Inventory of Equipment

Attachment C

Requirements for Capital Improvement Projects

a) All capital improvement investment projects to be undertaken by Licensee ("Licensee") shall be approved in advance by State Parks in accordance with the Cooperative Agreement. Upon approval of a capital improvement project by State Parks, the Licensee shall fully implement the approved project and all its individual elements at the direction of State Parks pursuant to the requirements contained herein. The Licensee shall be solely responsible for the full cost of implementing all approved projects.

b) All work undertaken by the Licensee shall be in accordance with, and pursuant to plans, specifications and an implementation schedule duly approved in writing by State Parks.

c) Designs for all projects proposed by Licensee shall be in compliance with the NYS Uniform Building and Fire Code, and the standards of the American Disabilities Act. Designs shall be developed and signed by architectural and/or engineering consultants licensed to practice in New York State. All architectural, engineering and environmental consultants engaged by the Licensee shall have a minimum of five (5) years professional experience, and demonstrable prior experience with projects similar to that to be undertaken by Licensee. Selection of consultants, including consultants selected to prepare any required environmental impact statements and supporting studies, shall be subject to the written review and approval of State Parks. All designs for capital improvements shall be subject to the written review and approval of State Parks with respect to aesthetics and compliance with the NYS Uniform Building and Fire Code, the standards of the American Disabilities Act, the State Historic Preservation Act, and the State Environmental Quality Review Act, prior to any bidding or award of contracts for such construction, or commencement of construction.

If State Parks determines that a proposed project so requires, Licensee shall be responsible for the preparation of a Draft Environmental Impact Statement (DEIS), a Final Environmental Impact Statement (FEIS), and a draft Statement of Findings pursuant to State Environmental Quality Review Act (SEQR) procedures. Licensee shall be responsible for the administration of the EIS process, including the arrangements for, and preparation/maintenance of records of a scoping meeting and public hearing. The EIS process and compliance aspects of the SEQR will be undertaken under the direct supervision of State Parks. In accordance with SEQR, Licensee must adequately address alternatives, including the "no build" alternative. Licensee must fulfill its SEQR obligations under the License at its own cost and will not look to reimbursement by State Parks even if the plans for the proposal are not implemented as a result of the SEQR process. The time period for the SEQR process may be extended by State Parks beyond the specified period. In no event, however, shall the SEQR review be unduly delayed by the acts of omissions of Licensee.

d) All contracts for construction or improvement of the Licensed Premises shall provide for the payment of prevailing wage rates set by the New York State Department of Labor. The Licensee is solely responsible to ensure the payment of prevailing wage rates on all capital improvement projects. Upon request by the Licensee, State Parks shall provide prevailing wage rate sheets to the Licensee.

e) The Licensee shall undertake construction work only after soliciting and documenting competitive bids from subcontractors and materialmen. All advertisements, bids, bid certifications and related documentation shall be reviewed and approved by State Parks prior to the award of contracts by the Licensee. The Licensee shall submit documentation, in a form and manner as directed by State Parks, to permit the audit and verification of the bidding procedures and costs of all work to be undertaken. Title to all improvements shall vest in the State of New York only upon final acceptance of the work by State Parks.

f) All construction and material costs and expenses in excess of original estimates for the approved project shall be the sole responsibility of the Licensee, and State Parks shall have no liability whatsoever for any additional expenses either to the Licensee or the Licensee's contractors, subcontractors, and/or suppliers. The Licensee assumes any and all additional and extra costs, including but not limited to costs and expenses associated with the upgrade of utilities, security and fire control systems, code compliance, delay for whatever cause, weather, and unknown or unforeseen conditions

associated with the Licensed Premises. State Parks shall have no obligation in law or in fact to expend funds or undertake any capital improvements as a result or consequence of any project undertaken, or condition encountered by the Licensee.

g) Additional Insurance Required for Capital Improvements

In addition to the insurance required by the Cooperative Agreement, the Licensee shall require its contractors to carry Contractor's Liability Insurance which names State Parks and the Licensee as additional insured. Such insurance shall include the following coverage:

- (1) Liability (including contractual liability) and Protective Liability to protect the Licensee and State Parks from any suits, actions, damages and costs of every name and description, with respect to all work performed by the Licensee's contractor's and subcontractors;
- (2) Owner's Protective Liability to protect State Parks with respect to all operations undertaken by the Licensee's contractors and subcontractors, including omissions and supervisory acts; and
- (3) Completed Operations/Products Liability covering liability and damages arising between the date of final cessation of construction work and the date of final acceptance of the construction by State Parks; and
- (4) Builder's Risk Insurance:
 - (i) Unless otherwise provided for in the concession License the Licensee's contractor shall maintain builder's risk insurance for the completed value of the Licensed Premises on the All Risk Form.
 - (ii) In the event that State Parks occupies all or any part of any building included in the Licensed Premises prior to the issuance of the final certificate of occupancy, the Licensee's Contractor shall notify the fire insurance company or companies. Such occupancy by State Parks shall not require consent of the insurer nor shall the insurer require any rate adjustment as a result of such occupancy.

h) Labor and Materials Bond:

Prior to the commencement of any construction work hereunder, Licensee shall furnish State Parks with evidence that it has procured a labor and materials payment bond from a corporate surety authorized to transact business in the State of New York, in a form satisfactory to State Parks, naming Licensee as principal, in an amount not less than one hundred (100%) percent of the total cost of the construction work to be undertaken by Licensee as approved by State Parks. Such bond shall guarantee payment for all materials, provisions, supplies, and equipment used in, upon, for, or about the performance of said construction work, and/or labor performed thereon of any kind whatsoever, and which unconditionally protects State Parks from any claims, liability, losses, or damages arising therefrom.

i) It is expressly understood that failure of the Licensee to comply with the requirements for capital improvement projects, including maintaining the required insurance and bonds in full force throughout the performance of the approved project, shall be deemed a material breach of the Cooperative Agreement and may, at the election of State Parks, result in termination of the Cooperative Agreement without further notice. The Licensee shall notify State Parks immediately of any change in insurance or bonding status including, but not limited to, any change in carrier or surety.

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this

contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability

or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December, 2012

October 5, 2010

ATTN: JAYNE McLAUGHLIN
Office of Parks, Recreation & Historic Preservation
Agency Building 1
Empire State Plaza
Albany, New York 12238

Re: Dockside Agreement

Dear Ms. McLaughlin,

I have reviewed with the Village Attorney the Cooperative Operation and Maintenance Agreement for the Dockside property. Enclosed please find a re-draft of the Agreement which, we believe, more clearly expresses the parties' intentions. Please look it over and contact me at your convenience to discuss it further.

Our redraft has incorporated, as nearly as possible, all of the terms included in the draft which you provided to me. However, as per the items listed below, there are some points of the Agreement which would like to revise before agreeing on a final draft.

1. The Concept Plan. At present, the Village is contemplating only traditional passive uses of the Dockside property. A few times a year there may be live music and/or vendors on the property, but no permanent construction is envisioned. The Agreement as presently drafted requires the Village to prepare a "Concept Plan," and allows use of the property only in accordance with the terms of the Concept Plan. We are not certain what OPRHP is looking for in regard to the Concept Plan for the Dockside property. Perhaps we could forego the formal "Concept Plan" and simply agree that, unless and until some further development is proposed by the Village use of the Dockside property will be limited to "traditional passive uses" except as otherwise agreed by OPRHP and the Village.

2. Cultural Resources Assessment. The Agreement provides that the Village is required to prepare an "assessment of cultural resources" in consultation with PARKS Field Services Bureau." Again, since only traditional passive uses of the Dockside property are contemplated at this time, perhaps this requirement could be deleted or at least postponed until such time, if ever, as the Village proposes some development on the property.

3. Physical Alteration Of The Property. The Agreement provides that the Village must pay for all development and improvements and physical alterations at Dockside. I expect that OPRHP's intent is that the Village will pay for all improvements or alterations that the Village makes, not improvements unilaterally undertaken by OPRHP or other State entities. Our proposed redraft limits the Village's liability to the Village's own improvements and development.

4. "Recreation" uses of the Property. The Agreement states that the Village may use the property for "recreation." As noted above, the Village wants to, from time to time, use the property for concessions to private persons who furnish food or refreshments or means of innocent entertainment and amusement. It seems to us that these uses are covered by the term "recreation," but we want to check with you to make sure that your understanding is the same.

5. Commuter Parking. Since the Agreement limits uses of the Dockside property to "park" and "recreational" uses, it implicitly excludes all other uses. The Agreement does not attempt to list any prohibited uses of the property, except one: parking "for commuter or business parking." We do not believe that in singling out "commuter or business" parking it was OPRHP's intention to impose an affirmative duty on the Village to prevent commuter or business parking on the property (i.e., patrolling the parking lot and towing away violators). Nevertheless, we want to check with you to make sure that your understanding is the same.

6. Park Concessions. Under the Agreement, the Village can enter into sub-lease, concession or franchise agreements (our redraft adds "license") for the Dockside Property subject to OPRHP's approval. This provision allows the Village to, among other things, allow vendors to operate on the property for celebrations, fairs and the like subject to OPRHP approval. Since the Village plans on issuing concession approvals for such activities at Dockside every year (e.g., vendors for the Independence Day/Community Day celebration), we think that it will be burdensome to have to seek approval from OPRHP for each individual vendor every year. Perhaps we could reach an agreement for an annual blanket approval from OPRHP allowing a particular *type* of vendor on the property (e.g., food vendors in temporary booths).

7. SEQRA Review. Under the Agreement, the Village must consent to OPRHP being lead agency in any SEQRA review of development of the property. The Village has no objection to OPRHP acting as lead agency, but there is concern over the Village possibly being required to pay OPRHP consultant's fees for such review. If OPRHP has to hire outside consultants, then the Village could be required to pay for them, but the Village should not have to pay for OPRHP's in-house consultants.

8. Maintenance Costs. Under the Agreement, all costs of development and maintenance, including utilities, are the responsibility of the Village. However, some improvements or maintenance, such as prevention of shore erosion, would be required regardless of the Village's use of the property. Such costs should be borne by OPRHP, so our proposed revised version excludes shore erosion control from the Village's responsibilities and provides that the costs thereof will be the subject of further agreement between OPRHP and the Village depending on the nature of the work to be performed.

I look forward to discussing this matter further with you.

Very truly yours,

Seth Gallagher, Mayor

Enclosure

cc: Bill Bauman, Park Manager

VILLAGE OF COLD SPRING
85 MAIN STREET, COLD SPRING, NEW YORK 10516
(845)-265-3611

APPLICATION FOR DOCKING AT MAIN STREET DOCK
(Please print)

DATE AND TIME OF DOCKING – FROM August 13, 2014 TO August 15, 2014

NAME AND DESCRIPTION OF VESSEL Schooner *Lois McClure*,
Tugboat C. L. Churchill, and 18ft. inflatable

VESSEL LENGTH AND DRAFT Schooner – 88ft, 3ft. draft
Tug – 33ft., 3ft 11” draft TONNAGE *Lois McClure* – 50 ton

MINIMUM DOCK LENGTH REQUIRED 90 ft. plus some maneuvering room

OWNER/OPERATOR Lake Champlain Maritime Museum

CAPTAIN Roger Taylor

REPRESENTATIVE (if other than Captain) Art Cohn

STREET 4472 Basin Harbor Road TOWN/CITY Vergennes ZIP 05491

PHONE (HOME) 802-989-8931 PHONE(BUS) 802-475-2022

PHONE (CELL) 802-989-8931 EMAIL ADDRESS artc@lcmm.org

PURPOSE OF VISIT Museum interpretation of the War of 1812, shipwreck preservation
and environmental issues.

SCHEDULE OF VISIT Arrive August 13,
Depart August 15th, 2014
Revised 11-13-2013