

**MEETING AGENDA  
TOWN OF PHILIPSTOWN PLANNING BOARD  
Old VFW Hall, 34 Kemble Ave., Cold Spring, New York 10516  
October 18, 2018  
7:30 PM**

Pledge of Allegiance

Roll Call

Approval of Minutes: September 20, 2018 – Regular Monthly Meeting

**Correspondence:**

**Old Business:**

**James Copeland, 3052 Route 9, Cold Spring**

**TM# 27.16-1-27**

(The applicant is seeking a change in use from retail to office space. The space was previously an antiques store and is located in the HC zoning district.) (Mr. Gainer was directed to prepare draft resolutions to vote on this evening)

**Barbara Peck-Eyler, Lake Celeste Drive/Old Albany Post Rd.**

**TM# 72.18-1-5**

(Proposed construction of a new single-family residence and driveway with detached garage. Applicant is seeking approval of access and site plan approval. Public Hearing was held and closed at the September 20th meeting)

**Taylor/Fratesi, 220 South Highland Road, Garrison**

**TM# 50.-2-63.3**

(The applicant is seeking site plan approval for a 3-bedroom, 3.5 bath, single family home of 4020 sf with a detached garage of 898 sf. The vacant lot consists of 17.08 acres.) (A site visit was conducted on September 9, 2018)

**SEJE Realty, LLC, 1510 Route 9**

**TM# 82.7-1-14**

(The applicant is seeking Amended Site Plan approval for changes to certain areas on the approved site plan from March of 2018. The changes of concern are 2 areas where additional outdoor storage has been added. The first change is a northerly extension of the approved outdoor storage area increasing its area from 800 to 1034 square feet, an increase of 212 square feet. In conjunction with such, a fence is proposed along the edge of the existing parking area for screening from Route 9. The second area is new and covers approximately 600 square feet in the northerly portion of the site, against the west face of the retaining wall on the easterly side of the property. The area is limited to a maximum height of 3 feet.)

**New Business:**

**Kristan Connolly, Route 403, Garrison**

**TM# 82.7-1-2**

(The applicant is seeking site plan approval for a new single-family residence on an approximate 1.5-acre parcel to be served by private well and septic. The property is located in the RR zoning district.)

**Lowrey Residence, 80 Eyrie Road**

**TM# 49.-3-81**

(The applicant is seeking approval for the razing of a 5,300 square foot (floor area) single family residence and construction of a new 5,216 square foot (floor area) single family residence at essentially the same location. A garage is also proposed. The property is located in an RC zoning district.)

**PHILIPSTOWN PLANNING BOARD  
MEETING MINUTES  
September 20, 2018**

The Philipstown Planning Board held the rescheduled May monthly meeting on Thursday, September 20, 2018 at the Old VFW Hall, 34 Kemble Ave., Cold Spring, New York.

Present: Kim Conner  
Neal Tomann  
Neal Zuckerman  
Peter Lewis  
David Hardy  
Stephen Gaba, Counsel

Absent: Anthony Merante, Chairman  
Dennis Gagnon  
Ronald Gainer, Town Engineer

Acting Chairman Conner opened the meeting at 7:30 p.m. with the Pledge of Allegiance. Roll call was taken by Ms. Percacciolo.

**A. Minutes**

The minutes of the July 19, 2018 Regular Monthly Meeting were reviewed. Mr. Zuckerman moved to adopt the minutes and Mr. Tomann seconded the motion. The vote was as follows:

|                 |   |        |
|-----------------|---|--------|
| Anthony Merante | - | Absent |
| Kim Conner      | - | Aye    |
| Dennis Gagnon   | - | Absent |
| Peter Lewis     | - | Aye    |
| Neal Tomann     | - | Aye    |
| Neal Zuckerman  | - | Aye    |
| David Hardy     | - | Aye    |

**B. Correspondence**

**Letter from A. Wachsman regarding Campbell Approval of Access on Upland Drive**

Ms. Conner stated this correspondence is from neighbors stating there are issues with the approval and asked Mr. Gaba to explain to the board their options.

Mr. Gaba stated the general rule is once you've issued an approval, if someone disagrees with it their remedy is to bring an Article 78 proceeding challenging the board's decision. He stated there is a narrow exception to that, and it's got to be prior to the permit holder obtaining vested rights by making improvements to the property, and that's when new information is brought

before the board such that might justify a motion to reopen the permit that had been granted. Mr. Gaba explained that the new evidence that is submitted on an application like that needs to be compelling; it needs to be proof, not just allegations that there were misrepresentations, material misrepresentations, made in the issuance of the permit or that there's been a change in the law or some such thing that could have been brought to the board's attention or wasn't brought to the board's attention. Mr. Gaba continued, if the board is inclined to entertain a motion to reopen, which is the first thing for the board to decide, the vote must be unanimous.

Mr. Gaba stated, the board has a letter before them from a Mr. Wachsman. Mr. Gaba continued, Mr. Wachsman does not purport to be an engineer, he does not purport to submit any engineering proof, no affidavits included. Mr. Gaba stated that he does not believe, if the board were to reopen the permit based on this letter, that that decision would be upheld by a court. Mr. Gaba believes the court would find it to be arbitrary and capricious because there is no proof that there were any misrepresentations or that the road is anything other than safe and suitable for use by emergency vehicles. Mr. Gaba stated the board has the final decision but his advice would be to not entertain a motion to reopen and to advise Mr. Wachsman that the board has read his letter and he has his remedy in court if he's inclined to do that but the Planning Board considers the matter closed.

### **C. Public Hearing**

**Barbara Peck-Eyler, Lake Celeste Drive/Old Albany Post Rd.**

**TM# 72.18-1-5**

Ms. Percacciolo read the public hearing notice.

James Clearwater of MJS Engineering was in attendance representing the applicant, Barbara Peck-Eyler, who was also present, along with contractor Ben Fiering. Mr. Clearwater stated this is an application for a single family, two-bedroom home on 19 acres. Ms. Peck-Eyler purchased the property in 2016 from the Hamada's who have owned it since September of 1980. Mr. Clearwater reported the property has deeded access rights of way through Lake Celeste Drive which has been insured by the title company and was also the subject of a letter from Mr. Gaba in February of 2018. He stated the residence will be served by an on-site septic system and well, adding that the septic plan has already been approved by the Putnam County Health Department.

Mr. Clearwater stated they are in receipt of a review letter from the Continental Village Fire Department identifying 7 areas of concern. Items 5,6 & 7 are located on site and those recommendations have been incorporated into the plan. He added, items 1-4 are a bit more problematic because they are located on Lake Celeste Drive. Mr. Clearwater explained that Ms. Eyler has made an offer to the Homeowner's Association to make improvements and has also offered to contribute \$1,000 a year towards maintenance and upkeep going forward.

Mr. Gaba explained the application is for Site Plan approval and Open Area Development Road. He stated the Site Plan is pretty straight forward, the road is another matter. He suggested it would be helpful for Mr. Clearwater to describe for the board what improvements they propose to be making to the road in order for it to be safe and suitable for emergency vehicles to access the property.

Mr. Ben Fiering stated there are maintenance issues on the road which really are just issues of sustained maintenance; the road has not been well maintained over time. Clearly there is erosion and low spots and those have been noted in not one but 2 letters. Mr. Fiering stated there are 2 critical points. He stated there is a very wide, almost 6 feet, trimmed stone wall and then there's a rough kind of rubble wall and that rubble wall narrows the road to less than 9 feet. Mr. Fiering pointed out that location on the plan. He stated he has discussed this with Mr. Gainer and there are really only 2 possible approaches toward remediation of that condition. One possibility is to narrow the existing stone wall which is within the right-of-way to make a more appropriate width of 2 or 3 feet, which would be sufficient and stable and not affect the property line of the tenant behind the fence there. The other would be to simply raise the grade, widen the road to the other side.

Mr. Fiering stated he feels these are conversations to be had with the building department and engineering. He added, their intent is to participate and comply in whatever way is most efficiently remediative of the problems and presents the least impact to the community in general. Mr. Fiering stated, the specific engineering of that would partly have to happen in collaboration with the residents of Lake Celeste but their attempts to communicate with them in regards to what would be best for them have gone unanswered thus far.

Mr. Fiering pointed out on the plan another location on the road, a sharp bend, which would present a problem for a truck coming through. He stated it is just a rock outcropping and does not appear to be affecting anybody's lot. He stated it could probably be removed with a laborer and a pickaxe; bring it back and straighten that road. He added, he is unsure why this issue hasn't been addressed already.

Mr. Fiering reported the other things that were addressed in the Fire Department letter had to do with removing some of the tree growth and making the turnaround viable, which they addressed in prior correspondence to the board. They intend to cut back some of the trees and lower the line so that you could bring a truck around the circle. That work can be accomplished within the turnaround so as to not affect any of the surrounding properties.

Mr. Fiering continued, after you get past the turnaround you're on the private right-of-way just through the properties of Hall and Braverman. He stated there's some remediation needed there; it needs to be repaved and widened and there is one very high ledge knob that would have to get hammered back, but Mr. Fiering doesn't believe that really affects the general condition of the roadway. He stated they would do that work and it doesn't really require any collaboration, other than with the Braverman's, because it doesn't really affect any other tenants.

Mr. Gaba questioned if the total disturbance was over 10,000 square feet and if that is the reason that Site Plan approval is necessary. Mr. Fiering stated Mr. Gaba is correct, but the reason this application was originally sent to the Planning Board had to do with questions regarding the right-of-way and access to the property. He stated it is very possible to satisfy the requests of the fire department.

Mr. Fiering stated that this project would seem to benefit the entire community, to have the 14 houses on Lake Celeste Drive be safely accessible by emergency vehicles. He continued, there's

no good reason that they shouldn't be and it is quite possible to make them so without negatively affecting any of the existing properties.

Mr. Tomann noted there is one section of the road where the grade is very steep, definitely more than 14% and questioned if there has been any discussion of that. Mr. Clearwater stated they have designed the road so that it meets the 14% grade.

Ms. Conner stated there is discussion about making changes to the road, cutting back a stone wall, paving, etc. and questioned if this work will take place on property owned by someone else. She questioned what the applicant's rights are in terms of access there. Mr. Fiering replied they have right-of-way. Ms. Conner questioned what exactly that means. Mr. Fiering stated, as they understand, it encompasses that entire road that leads to Ms. Peck-Eyler's property. He added that she is entitled to the use of that right-of-way as every other resident would be. Mr. Fiering explained it is a right-of-way through a variety of properties but there's an existing roadway and its possible to meet the requests of the fire department without encroaching on the "cultural limitations" of people's lots in the sense that it is possible to do the work without taking down anybody's fence or cutting down their hedges, which he feels is a separate question from where their property lines are.

Ms. Conner stated, one of the things the board members are charged with is to try and preserve stone walls for example. Mr. Fiering stated he does not believe the wall to be historic, but cannot say for sure without scientific analysis. He stated it would appear that the wall was constructed subsequent to the development of the Lake Celeste community, which happened in the mid-century period; it's not a 17<sup>th</sup> century stone wall. Mr. Fiering stated it is also possible to preserve the appearance of the wall aesthetically. He stated it is also possible to leave it alone entirely and sway to the other side and raise grade and move the rocks that are on the other side and create an easier passage on the other side. Mr. Fiering stated he did not produce a proposal on such because it seems the most practical thing to do would be to have a cooperative relationship with the residents whose properties abut that and work out a safe passage through that which might affect both sides. It is possible to approach the same problem in multiple ways, if they had a collaborative relationship with the residents.

Mr. Zuckerman stated he did not believe that the question had been answered. Mr. Zuckerman stated, if, hypothetically, a member of a Homeowners Association desires to do something with a communally owned or group owned asset, in this case the road, and others were either disinterested or actively opposed to it, what rights does that one party have to do such a thing.

Mr. Gaba stated the law is actually pretty clear on that and explained, if you have an easement and everybody along the road shares the easement, then you have a right to make reasonable improvements to the roadway. However, there comes a point where what you want to do may be considered unreasonable because you're damaging other people's property along the road. Mr. Gaba stated, that is not a problem for this board, that is a problem for the applicant. If the applicant comes to this board and an agreement is reached as to what's going to be done to the road, the burden is then on the applicant to go and do those things. Mr. Gaba explained, this board's approval doesn't confer upon them the right to do that.

Mr. Gaba stated, what's going to happen is they are going to come in and have a finalized plan for the road that satisfies your engineering consultant, and of course the board, that the road is safe and suitable for ingress and egress and then it will be up to them to build it. He continued, if they don't build it, they have not satisfied the conditions of approval and have to come back to the Planning Board or they can't get a building permit for the lot.

Mr. Zuckerman stated he is very eager to hear what the public has to say as the board has received many letters relating to this project.

Ms. Conner stated they would now open the hearing to public comment and requested that each speaker come up to the mic, state their name and address, and keep the comments to 3 minutes or less as there are a lot of people present who wish to speak.

**Thom Forbes** – Mr. Forbes stated he was president of the Lake Celeste Association when the acreage Ms. Peck-Eyler purchased was put up for sale and has been coordinating the response of the community at Lake Celeste Association to her prospective purchase since that time. Mr. Forbes pointed out that the notice for this public hearing indicated that Ms. Peck-Eyler's property is at 84 Old Albany Post Road/Lake Celeste. He stated that Ms. Peck-Eyler is not a member of the Lake Celeste Association and membership in the association requires a positive vote from  $\frac{3}{4}$  of the shareholders. Mr. Forbes reported to his knowledge that none of the 24 households in the Lake Celeste Association would support the membership of Ms. Peck-Eyler or anyone else attempting to build on property that requires that road for access. He stated, since a request to build on part of the property was turned down in 1968, and several were turned down under Mr. Hamada from whom Ms. Peck-Eyler purchased the property, they have always assumed the Town would enforce its statute which requires a road be 14 feet in length, among other things. Mr. Forbes stated most of this road does not conform to that requirement. He continued the association has always assumed that the town would enforce its statute, as it did then and has up to now, adding they have had several community members who could have purchased this property but didn't because they knew it couldn't be built upon. Mr. Forbes stated before Ms. Peck-Eyler signed the contract for this parcel, which was at a bargain basement price presumably because of the restrictions on building, he informed her, through her builder, that the Lake Celeste community opposed any building on the site. Another member of the community told her the same, face to face. He stated her builder basically told him then, as he has subsequently, that they've got the money and the time and will prevail. Mr. Forbes explained there are 24 households total, 75% of which are weekend or seasonal residents. He stated a number of them were present this evening who will also be speaking but he has also got letters from 3 others which he requested to read aloud. He stated they raise some interesting points which have not been risen before. Mr. Gaba stated they should not be read aloud but can be submitted for the record.

**Al Braverman** – Mr. Braverman reported that he purchased the last home to be built up at Lake Celeste in 1973, which was built in 1965, and has been there ever since. He stated he is a direct witness to some of these events Mr. Forbes spoke of. Mr. Braverman stated that the stone wall in question earlier is in fact historic. He stated he explored all the woods through the 20 acres when he was younger and with his children and many of the walls are built under the shade of black and red oaks, which are climax trees. Mr. Braverman stated all this area was farms until the Erie

Canal was put through in the 1820s, then it was allowed to go back to nature and the walls were built before that. He claims the walls are extremely ancient.

As to the experience in the community, when Mr. Braverman came and purchased his property there was some land behind it which had been cleared. He knew a couple, the Riches, who were supposed to build their house on it and were planning to do so when they were forbidden to, by the township, on the grounds that the access road through the Lake Celeste community was completely inaccessible. Mr. Braverman continued, subsequently Mr. Hamada purchased the 20 acres and made multiple efforts to develop it, but was not permitted to for the same reason. Mr. Braverman claimed that the county would not permit the land to be kept wild forever. He states the fate of this land has been fixed from the 1960s through the very recent past and during this period there have been no major improvements to the road. Mr. Braverman stated that nothing in the community has changed; it is still overcrowded and congested, the roads still unimproved. Mr. Braverman stated Lake Celeste Drive is unimprovable from a practical standpoint. Mr. Braverman questioned, if the regulation of the township has been to forbid any further building on any land that could only be reached through Lake Celeste Drive, what has changed now to justify allowing building now.

**William Florence** – Mr. Florence stated he is a lawyer in town and has been retained by the Lake Celeste Association to represent some of their views and hone closely to the requirements in the sections of the code for the town, 2 parts of which he will emphasize now. Mr. Florence stated the road that is approved should be one which is convenient and one which is safe. He noted the board has received the letter with suggestions of the Continental Village Fire Department and that one thing they noted was that currently the driver has to have someone out of the truck to guide them from the front of the truck and someone at the rear to guide the steering because of the configuration and narrowness of certain parts of the road. Mr. Florence stated the narrowest part on the road is in the second section which is beyond ownership of the association.

Mr. Florence stated there has been discussion about this rock wall and adjusting the width or removing the face of the wall as a simple task and stated it is not a simple thing. The wall would have to be rebuilt because of the facing of the location and various odd angles and shapes of the stones.

Mr. Florence stated they had an expert go out and examine whether the road beyond the turnaround that has been discussed could be safely and conveniently operated under any circumstance. Mr. Florence stated they also had a Mr. Rowan do a survey, a map rather, of the roadway which shows the various locations where the road varies in width, some more narrow than others. He stated copies of Mr. Rowan's map has been previously supplied to the board.

Mr. Florence explained the reason for this unusual unanimity of opinion against this one thing is the character of that little community at Lake Celeste; it's an association, it's incorporated, and the idea here isn't to have the biggest, the fattest, the widest, the straightest, most level road. The whole idea is to not have that because it's the character of the community. It is what identifies and brings these people together; it's their value systems that have a unanimity in that particular way.

Mr. Florence suggested that under Chapter 112 of the Town Code there's a section where there is a requirement that there be a written agreement of maintenance.

Mr. Florence made the claim that this land is in a conservation area because it contains a ridge and a ridgeline that runs from Montoya, through this property, to a preserved area now owned by the County of Putnam from a conservation company that apparently went out of business and the next 100 acres is owned by Teddy Cox. He stated there are more than 200-300 acres that constitute this ridge and what will happen here, instead of the public being able to enjoy it, one person will get that and break up what amounts to the viewshed.

Mr. Florence concluded, not only are the residents asking the board not to approve a road that's not convenient or safe, but to also consider that there is a possibility of being able to do something special in that part of the community.

**Michael Braverman** – Mr. Braverman stated that his father had the opportunity to purchase the land in question in 1973 and was not given the opportunity to develop that land, it would have just been a tax liability because the law prohibited building on it. Mr. Braverman stated that now it seems the law is changing and the only thing that's different is that there's more money involved, which to him raises the specter of impropriety.

**Marjorie Kalter** – Ms. Kalter stated she and her husband are residents of Lake Celeste and have been paying Philipstown taxes since her in-laws built there home on Lake Celeste in the late 1950s. Ms. Kalter stated she wished to read a statement from her neighbors on Lake Celeste, who are in their 80s and could not be present this evening. The following is the statement which Ms. Kalter read aloud:

“We are in our 80s and our children and thirteen grandchildren are at Lake Celeste frequently to visit us and to stay in the house and to use it for future generations. Our septic system is 15 feet from the road. If the road were to be widened we would need to move the septic system at substantial cost. Our income is from a pension and social security. Moving a septic system would be a great burden. We've been taxpayers in Philipstown since 1961. We look forward to enjoying the house and to having our children and grandchildren enjoy it for the rest of their lives.”

**Daniel R. Lutzker** – Mr. Lutzker stated that much of what he planned to say has already been said and he doesn't wish to repeat it. Instead, he stated he would offer the board a little more historical perspective. He stated Mr. Braverman has been in the community a long time and described it very well. Mr. Lutzker stated he has been in the community even longer than Mr. Braverman. He reported he has been a member of the Lake Celeste community since 1970 and has been associated with Lake Celeste even before then, first dating the daughter of the founder of Lake Celeste and later marrying her. One point Mr. Lutzker wished to emphasize is that numerous attempts have been made by various people to build on this particular property in question.

Mr. Lutzker stated the founder of Lake Celeste, Samuel Goldberg, sold this parcel of land to Murray Rothman, a member of the community. Mr. Rothman wished to build on that land and was told, to his surprise, that no further building would be allowed in the area. Since he could not build on that land, he donated it to a conservation group. Mr. Lutzker stated his point is that the opportunity for the present owner never would have arisen if the Planning Board had ruled differently in the past. Numerous people have tried to utilize this land and have all been told that the Planning Board, the officials of the township here would not allow it. Mr. Lutzker stated he is confused about the deeded access to this land, in view of the fact that he has always been told, for many years, that no one would ever be able to build there, so he doesn't understand how that right-of-way was deeded to anybody.

**Paul Rowan** – Mr. Rowan introduced himself and explained he is a surveyor who just so happens to live at the north end of the lake. He stated he was asked by some fellow residents to make a survey map. Mr. Rowan explained the map is broken up into 2 sections; the lower part is the lower end of the right-of-way and the upper part is the upper end. Mr. Rowan pointed out there is a bridge that's 11.2 feet wide in one part, 12 foot at the other end. He pointed to other sections of the roadway where the road is as narrow as 8.5 feet. He stated as you go up the right-of-way the current road actually goes outside of the right-of-way by about 3 feet in one section and 13.5 feet in another location and if you were to actually put that back into the right-of-way, there's ledge there and you'd have to move power lines and there would be issues. Mr. Rowan pointed out some of the stone sheds and their proximity to the road, some are well over the property lines. Mr. Rowan encouraged the board to take a look at the map he provided.

**Ann Regan** – Mrs. Regan stated she and her husband James have been members of the Lake Celeste Association for 31 years and are full time residents there. When they first came to Lake Celeste, there were 3 residences which were full time and currently there are just 6. Mrs. Regan stated the lake is a community of a less traveled road. She stated she raised her daughters there and is now raising her grandchildren there. She states the ticket to going on the road is to be a listener because car travel really doesn't happen on the road. She added right now the biggest culprit is the UPS truck. Mrs. Regan reported she is the co-chair of the road committee for the time being and states they do a darn good job at maintaining the road so it's passable. She explained they maintain it twice a year, in the spring and the fall. Mrs. Regan stated they grade it, have installed drainage and pits to collect runoff in order to keep it passable and safe. They also plow it in the winter. She added they have also done work to their bridge, which is a big concern.

Mrs. Regan offered a little bit of history of the area and stated that 31 years ago, there was no Lake Celeste Drive, everyone was 357 Old Albany Post Road and shared a mailbox because the road wasn't a road. When they put in the 911 ordinances that they needed to have better response times, whether it was Philipstown or Putnam County, they were all given an address on Lake Celeste Drive. She stated there are 19 houses that use Lake Celeste Drive for access every day, every month of the year.

Mrs. Regan stated she is quite disturbed by the applicant's claim of how easy it would be to just move some dirt, some rock walls, fix some grading, and take out some trees. She stated the residents have continued to be very vigilant over the years to maintain the road.

Mrs. Regan stated it is not just the fire department that needs to be guided up and down the road, it is any large truck whether it be an appliance or furniture delivery or an oil/propane delivery truck. She stated that she uses Pidala Oil because they have a smaller truck that can easily maneuver up and down the road.

Mrs. Regan requested that anyone on the board who has not yet visited the Lake Celeste area go up and walk the dirt road and examine the bridge she spoke of to get a real feel of the road and the community.

**Dan Howald** – Mr. Howald stated he has been a member of the Lake Celeste Association since 2016. One of the things that attracted his family to this community is the certain character the community has. Mr. Howald explained, one of the reasons that they left where they were living to come here is that the development had started to build up around them. He stated they were assured by their realtor, and members of the Lake Celeste community, that the size of the community was fixed and the land around it could not be developed, and they were attracted by that. Mr. Howald stated, to know that these things are not true, or were true in the past but no longer are, is quite disappointing.

Mr. Howald explained that his home shares a well with one of his neighbors who happens to live across Lake Celeste Drive. He stated these homes are located near the so-called turnaround. Mr. Howald continued, somewhere underneath Lake Celeste Drive and that turnaround is their primary water supply and the idea of having that somehow disrupted during this work is unsettling.

**Noel Kropf** – Mr. Kropf stated he is looking forward to seeing what kind of a plan would allow the developer to increase the width of Lake Celeste Drive, either uniformly or whatever the board would require and questioned if it will be 14 feet. If so, he continued, it seems it would be much more than a trivial disturbance for many people that abut the road, including his property. Mr. Kropf stated he is interested to know what level of improvement would be required and expressed his strong disagreement with the way in which it was presented earlier as being easy to accomplish by chopping a few feet off a stone wall and cutting down some trees. In his opinion, it will be a large job and a big disruption to the residents.

**Paul Bonnar** – Mr. Bonnar stated he has been in Lake Celeste for 11 years and is the president of the board this year. He stated there has been no discussion or mention of something he sent to the board in a letter on November 17<sup>th</sup>, which was a copy of the Perelson application for a building permit along with the denial of that building permit by the town, the building inspector, because there were more than 8 houses on the road. Mr. Bonnar questioned why this has not been mentioned. Mr. Bonnar requested a letter back from the board explaining why this information.

Mr. Bonnar stated they're in a situation where there isn't much land left to get hold of in Garrison and the only land you can get hold of is land that has pretty much been deemed unbuildable. He explained he is an engineer and has been in the construction business for 35 years. He stated his antenna goes up when he hears a builder or contractor or developer saying "oh its no problem" or "it's just a stone wall, we won't damage anything" or "they should

cooperate, it's for their own good" he immediately wonders what is not being said or what is being hidden; why is this such a great idea that nobody thought of in the last 40-45 years?

**Robert Berlin** – Mr. Berlin stated he lives at 41 Lake Celeste Drive and the house there has been a part of his family since 1949. Mr. Berlin questioned what has changed that would now allow this land, which was never buildable because of by the fire department and the Planning Board, to be built upon. He claimed this land was given to be kept forever free and that supposedly because of non-payment of taxes it was foreclosed upon and then sold.

Mr. Berlin reported that Mr. Fiering had called him to ask about the land and that he explained to Mr. Fiering that as far as he knew the land has been turned down multiple times for permits. He stated Mr. Fiering didn't seem to think it was going to be a problem. Mr. Berlin stated Mr. Fiering was aware of the fact there was a long history of refusal by the Planning Board, the Town, and the fire department to build on this property.

**Betsy Haddad** – Ms. Haddad reported that her primary residence is 15 Lake Celeste Drive. She stated she just recently decided to live there full-time starting in January. She stated she purchased 19 Lake Celeste Drive when it recently came on the market. Ms. Haddad stated that house has not been renovated in many years. She stated she just recently had it surveyed and plans on making renovations in the future. Ms. Haddad stated that there is one part of the house that is located pretty close to the road and is concerned if some of the property is taken away to widen the road that would greatly affect the value of the house.

Ms. Haddad reported that her septic tank, which she recently had uncovered and pumped, is 13.5 feet from the road. She stated she is unsure what would have to be done to widen the road but is concerned that the vibration alone would affect her house as it is very old with a rock foundation.

**William Florence** – Mr. Florence stated the history that makes this unusual is that these people who bought their parcels bought by lot number and then the deed also said 'and all of the property from the lot line to the travel way' so that they were under the impression that they owned up to the edge of the travel way. Mr. Florence continued, what had happened earlier than that is that a map was filed that showed 2 lines 50 feet apart from one another going through a part of this community and that was map 387.

Mr. Florence stated that Mr. Goldberg, who was mentioned earlier as founder of the Lake Celeste Association, deeded over certain land and the travel way so that the travel way was the ownership of the Association, not of individual parties, at that point. He stated there are 3 separate, end-on-end, rights-of-way, the last of which is for people who are at the closest to where this particular project is proposed. Mr. Florence stated that started in 1947 and has continued.

Mr. Fiering stated he wished to respond to some of the comments made this evening. He stated, to be clear, that no one is proposing to build a highway over Lake Celeste Drive; there are specific points that were presented by the fire department as being an obstacle to the movement of emergency vehicles and the applicant's proposal is that they correct those problems in the

most expedient way possible. He explained there is no heavy machinery involved as it is not necessary. Mr. Fiering continued, there is no proposal to affect things in the way described this evening; there is simply a wrong understanding about the history of the law. He stated nothing has changed and the lot has been in private hands, there has been no documentation, by any party, to substantiate the suggestion that it was deeded over to be kept conserved. Mr. Fiering stated there was one document that was presented, that was referenced, the Carlson application. Mr. Fiering stated that document is not even for this law. Mr. Fiering stated it seems to him, to some extent, that people are thinking about a different piece of land in some cases. Mr. Fiering reiterated that this parcel has been in private hands and added that they provided a history of the chain of custody, with deeds, going back to the 1950s. He stated Hamada owned it since 1970. Mr. Fiering explained they did a FOIL request before purchasing the property and had been told these things, but they were never presented any documentation to substantiate the idea that this was ever deeded wild. He stated it never was, it has been a private lot, historically, and has always been a potential building lot, historically.

Mr. Fiering stated they had direct contact with the Hamada family and were told that they did not like the opposition from the community. He stated they also moved up to Woodstock and built their house up there. He stated the father passed away and she lives up in Woodstock and that's where they are at this point.

Mr. Fiering stated he was referred to earlier in the evening as a developer, and to some extent there is some veracity to that. He introduced Barbara Peck-Eyler, a single woman, and stated she would be the owner/occupant of the new home on Lake Celeste Drive. He explained it is a 2000 square-foot house, which is smaller than some of the other houses in the community. Mr. Fiering stated this is a residence, the last that could be built on the property there. He stated there would be one more member of the Lake Celeste community, if they chose to accept her. If not, the community would simply have someone participating in the roadway maintenance agreement. Mr. Fiering stated there is no grand scheme or ulterior motive. He explained that he builds single-family residences. Mr. Fiering stated he builds single-family residences and has not done any commercial work in the 35 years he's been in business.

Mr. Clearwater stated someone had mentioned the condition of the bridge. He stated the applicant's team was also worried about the bridge early on and Mr. Gainer had asked about it as well. Mr. Clearwater stated they prepared a report for Mr. Gainer on their assessment of the bridge and submitted it to him.

Mr. Clearwater stated that someone earlier had mentioned that this property had been foreclosed on, which is simply not the case. He stated they have a full chain of title going all the way back which shows otherwise.

Mr. Zuckerman moved to close the public hearing and Mr. Tomann seconded the motion. The vote was as follows:

|                 |   |        |
|-----------------|---|--------|
| Anthony Merante | - | Absent |
| Kim Conner      | - | Aye    |
| Dennis Gagnon   | - | Absent |

|                |   |     |
|----------------|---|-----|
| Peter Lewis    | - | Aye |
| Neal Tomann    | - | Aye |
| Neal Zuckerman | - | Aye |
| David Hardy    | - | Aye |

Mr. Zuckerman stated he would like to ask Mr. Gaba a question. He questioned, if there is an existing condition on a series of 24 homes, on a road that is impassable by emergency vehicles, and is relatively unsafe as described by many of those who live on the road, what is the validation of whether that road continues to be used by people currently, given that it's unsafe. Mr. Gaba responded, if it's an existing condition and it's a private road there's really nothing for the town to do about it; it's a private road. The only issue is whether the board grants ODA approval, which is approval to use a private road, in this case with more than 8 houses on it; that's the only issue here as far as that goes. Mr. Gaba stated he has heard that the road is safe. Mr. Zuckerman stated he heard many people this evening described it as being unsafe, that the UPS trucks have to be guided up and down the road, you can only hire certain energy companies due to the size of their trucks. Mr. Gaba stated it was his understanding that the road is unsafe for larger vehicles and didn't believe they were speaking of personal vehicles. Mr. Zuckerman stated he heard a lot of things that sound unsafe. Ms. Conner stated she heard someone mention only one car being able to pass in certain places on the road. Mr. Zuckerman questioned if there is any recourse for the town to say, you know what, that's probably not a safe place to live. Mr. Gaba stated, if it's a private road and the approvals have already been issued and the house has already been built, people have vested rights and there's nothing the town can do about it.

Ms. Conner requested Mr. Gaba again explain the whole deal with the 8 houses on a private road thing. Mr. Gaba explained the building section of the code, not the zoning code, makes provisions for open development areas. The way open development areas work, if you have a private road, depends on the age. He stated older private roads can have up to 8 houses and building permits will be issued but any more than 8, you have to come for ODA approval. Newer roads, which still may be pretty old, you can have 4 houses and get building permits for them but any more than that you would have to get ODA approval.

Mr. Gaba explained, the way it works is, first you have to go to the Building Inspector and the BI will take a look at the road and the number of houses already existing there and he will make the preliminary determination or perhaps look at the facts and find he can't make a determination at all as to whether or not the road provides safe and suitable access for emergency vehicles and other vehicles of smaller size accessing the roadway. If the Building Inspector either determines that it does not or that he can't tell then it gets referred to the Planning Board, and the board looks at the road and determines what needs to be done to bring it up to standards to be safe and suitable for access by emergency vehicles. Mr. Gaba continued, those standards are not necessarily the road standards for a private road in the Town of Philipstown to get a building permit as of right.

Mr. Gaba stated he knows there were a couple of ODA applications that came in where people had such steep grades that they simply couldn't bring the road up to standards to issue a building permit and stated he knows a couple have been denied before. Mr. Gaba stated it is going to be an engineering matter and a matter of whether the applicant can make representation that they

can make these improvements. Mr. Gaba explained that the burden is on the applicant to secure the right to make improvements. He stated their representatives will speak to Mr. Gainer and Mr. Gainer will talk to their engineer and determine what needs to be done and that is what will go into the approval, unless it's simply so bad that the board can't issue an approval. Ms. Conner clarified, once you go to ODA you can have as many houses as the road will permit. Mr. Gaba stated yes, as long as it provides safe and suitable access and they meet the bulk requirements of the code you can put more and more houses on it, absolutely. He added, as you do that, incrementally you're going to have to improve the road and improve the road until eventually you're pretty close to town specs. Ms. Conner stated people are often confused and think that once there's 8 houses it's 8 forever, which is not the case.

Mr. Conner asked Mr. Gaba if she's correct in her statement that you can not have a landlocked parcel. Mr. Gaba stated you can, but that is not the case here; they have a deed with a specific easement in it.

Ms. Conner stated she was unsure of what the next step should be as the board would like to hear from Mr. Gainer.

Mr. Gaba suggested Mr. Gainer will issue another technical memo, after reviewing the minutes of this evening's meeting, regarding his observations and what he believes needs to be done. Mr. Gaba stated Mr. Gainer will likely speak with the applicant's representatives and have a report at the next meeting and go from there.

#### **D. Old Business**

Ms. Conner reported, for anyone following the agenda, that the James Copeland matter has been tabled until next month at the request of the applicant. The board will move on to the next item of the agenda.

#### **Garrison Property Holdings LLC, 88-92 Whippoorwill Pond Rd. TM #'s 90.-1-21 & 90.11-1-6**

Mr. Watson, representing Garrison Property Holdings, passed around a map to the board members.

Ms. Conner stated she would like to take a moment to talk about submissions to the board. She reported they are starting to get a lot of things by email really late and asked if it is possible to submit these things by the 2-week deadline so the board has time to review them before the meeting. Mr. Watson explained that the board has already received what he has handed out within that deadline. He stated the only reason he makes these is so the board does not have to strain to look at the visual he is presenting on. Mr. Watson did pass something out that was new and explained that it is something that they had just received. He stated he did not expect the board to read the document this evening but noted that it is something that has been discussed. Ms. Conner reported that resolutions were prepared by Mr. Gainer to be voted on this evening.

Mr. Watson explained the maps he handed out show the existing conditions and what is being removed and what is being proposed to replace it.

Mr. Watson stated he has gone over the approval resolution and has a little bit of concern with the condition that they have to have an on-site rattlesnake specialist during 100% of the construction during the period when the snakes are out. He explained he doesn't have enough of a concern to want to jeopardize that and are willing to take that but the report he received today, which is one of the things he distributed to the board, does speak a little differently and has an alternate plan. Mr. Watson has suggested to Mr. Gainer he may want to look at it and wanted to make the board aware that there is a concern about that. Mr. Watson stated they wish to move forward and get started by the first of November so the rattlesnakes don't become an issue.

Ms. Conner stated she recalled discussing this application at the July meeting and all that was missing was a document related to the steep slope issue. Mr. Watson stated that was corrected on the plan and was previously submitted. He stated there was some steep slopes within the septic area but they were not large enough to qualify for regulated steep slopes. Mr. Gaba stated he believes Mr. Gainer did receive that and has prepared resolutions saying they are ready to be adopted. He suggested these resolutions could be adopted now and Mr. Watson could always come back and ask for modification of a condition at the next meeting after discussion with Mr. Gainer. Mr. Watson stated that is why he mentioned it, that is a possibility.

Mr. Zuckerman asked Mr. Gaba is this is a typical request. Is there a requirement in place where for certain animals there is a wrangler of said specialty to monitor the behaviors of that animal? Mr. Gaba replied the work has to be taking place in an endangered species habitat. He stated this isn't just breeding grounds and asked if there were dens as well. Mr. Watson explained that he did not understand much of the report but in its conclusion, there's enough question raised in regard to having a full-time monitor. It was suggested that, beginning with an initial inspection and a training session for the people that are there, employing the protection measures that are described by Mr. Miller from Tim Miller's office and then having someone on call, would be a more preferable plan, simply because of the expense involved in it. Mr. Watson stated he would speak with his client about that and possibly be back next month for a request for modification.

Mr. Hardy moved to adopt a Negative Declaration under SEQRA and Mr. Lewis seconded the motion. The vote was as follows:

|                 |   |        |
|-----------------|---|--------|
| Anthony Merante | - | Absent |
| Kim Conner      | - | Aye    |
| Dennis Gagnon   | - | Absent |
| Peter Lewis     | - | Aye    |
| Neal Tomann     | - | Aye    |
| Neal Zuckerman  | - | Aye    |
| David Hardy     | - | Aye    |

Mr. Lewis moved to approve the Site Plan and Mr. Tomann seconded the motion. The vote was as follows:

|                 |   |        |
|-----------------|---|--------|
| Anthony Merante | - | Absent |
| Kim Conner      | - | Aye    |
| Dennis Gagnon   | - | Absent |
| Peter Lewis     | - | Aye    |
| Neal Tomann     | - | Aye    |
| Neal Zuckerman  | - | Aye    |
| David Hardy     | - | Aye    |

**Taylor/Fratesi, 220 South Highland Road, Garrison**

**TM# 50.-2-63.3**

Ms. Conner reported that a site visit took place a few weeks prior to tonight's meeting. Mr. Gaba reported the site visit took place on September 9<sup>th</sup> and that Mr. Gainer issued a number of comments via a technical memo which the applicant should have received. He stated the next question is whether the board wishes to schedule a public hearing or would prefer to wait until Mr. Gainer and Mr. Watson have had further time to discuss the matter.

Mr. Watson reported that, although difficult to say, the project is not prepared for a public hearing to be scheduled yet. He stated several things came out at the site visit. Mr. Watson stated Badey & Watson has just been engaged by the applicant and plan to prepare the engineering site plan, supplement to the application, and hopes to have that submitted for the October meeting.

**E. New Business**

**SEJE Realty, LLC, 1510 Route 9**

**TM# 82.7-1-14**

Mr. Watson was in attendance representing the applicant. He stated this is the former CK Trucking site which was approved for Lee's Iron Works by the Planning Board a few months ago. Mr. Watson explained, in fulfilling the conditions of the resolution, which mostly have to do with addressing Mr. Gainer's technical memo, he went down and looked at what had been done on the site and how it had been progressed. He stated the property is much more clear and neater than it's been. It's been cleaned up and straightened up. Mr. Watson stated the container to the north end has been removed.

Ms. Conner stated she had been by the property and there is still a container there now. She stated it may be a different building but there is something there at that corner. She explained it looks like a construction office.

Mr. Watson stated the other 2 trailers have been removed. He stated the double-wide has been removed and there is a vegetable garden there now.

Mr. Watson reported the condition of removing the remaining trailer will be fulfilled one way or the other.

Mr. Watson reported the outside storage had been approved from behind the building along that precast concrete block wall but it was extended by Mr. Abdou along the entire wall with quite a substantial construction. He stated he spoke to Mr. Gainer about it and Mr. Gainer stated it is too

much of a deviation from the plan for him to make any judgement, and Mr. Watson didn't disagree. Mr. Gainer suggested screening from the road so the applicant is proposing a fence along the parking across the yard screening from Route 9, which is very affective right now just naturally but, in the winter, may allow some visibility. Therefore, Mr. Watson continued, they are seeking a modification to the approval to allow this extended outside storage with the condition that the fence be installed.

Mr. Watson added, they are also asking for a little bit of extra outside storage against the wall. He stated you'll see right over the wall from Highland Turnpike and it's limited to 3 feet high and 6 feet wide which will bring it about a foot short at the top of the wall. Mr. Watson explained that the wall on the other side of the lot is the same sort of structure and is quite a bit higher than Route 9 so it will not be visible by anybody coming by on Route 9.

Mr. Watson explained that the dumpster issue, which was a condition under Mr. Gainer's technical comments, has been also addressed.

Ms. Conner stated the Planning Board has a letter from the Conservation Board asking about where the fence is going to go. She stated there was a concern because the creek is there and isn't clear whether the fence was in the wetland buffer. Mr. Watson explained the fence will go right along the edge of the parking that's there.

Mr. Zuckerman stated he was slightly confused by the yellow curb structure Mr. Watson was pointing to on his plan and questioned if that was something that was approved in the original site plan. Mr. Watson responded no. Mr. Zuckerman stated that this was then built without site plan approval and now the board is retroactively being asked to approve something that was already built. Mr. Watson explained they are trying to keep what was built larger than what was approved; the applicant built the structure larger than what has been previously approved.

Mr. Gaba clarified that the applicant is asking for amended approval. He stated it is true that they built in violation. Mr. Gaba stated if the board says no, they have to remove it.

Mr. Zuckerman requested some rationale as to why this happened. He stated it's a little frustrating for the board when an applicant goes beyond what has been approved and they come back and say, sorry we didn't know can you approve this. He stated the board is quite reasonable and does not want to make someone have to do anything unfair or unnecessary with their property, but situations like this are frustrating.

Mr. Watson responded, when he met Mr. Abdou on the site he said to Mr. Watson that they made it too long. Mr. Watson stated he would speak to Mr. Gainer and see what he suggests. Mr. Abdou explained to Mr. Watson that he understood that the approval was to the end of the wall. He spoke with Mr. Gainer who explained that it is beyond what he feels he has any discretion over and that is why they are back in front of the board.

Mr. Abdou was present and stated to the board that it was an honest mistake. He stated it was his understanding that the fence was all the way to the end. He said it was an honest mistake and apologized to the board.

Mr. Watson clarified that the wall was already there at that length, that was not just built. What was built was the concrete pad and the shelving structures.

Mr. Zuckerman stated his appreciation to the applicant for coming in and trying to correct the issue rather than just moving on and hoping that no one would notice. He thanked Mr. Watson for the clarification.

Mr. Gaba explained that this is not just a correction to their site plan but an amended site plan application. He stated the board will not go through the formality of making them submit another application, they're submitting revised plans. He stated the next step is to declare it a minor project, declare the Planning Board as lead agency in SEQRA review, determine it an unlisted action, and make a 239m referral to the county. Mr. Gaba continued, since it's a minor project a public hearing is not required, although the board has the discretion to hold one if so inclined. After that the board will hear from the county and go from there.

Mr. Tomann moved to declare this proposal a minor project and Mr. Hardy seconded the motion. The vote was as follows:

|                 |   |        |
|-----------------|---|--------|
| Anthony Merante | - | Absent |
| Kim Conner      | - | Aye    |
| Dennis Gagnon   | - | Absent |
| Peter Lewis     | - | Aye    |
| Neal Tomann     | - | Aye    |
| Neal Zuckerman  | - | Aye    |
| David Hardy     | - | Aye    |

Mr. Tomann moved to declare the Planning Board's intent to become lead agency in the SEQRA process and Mr. Lewis seconded the motion. The vote was as follows:

|                 |   |        |
|-----------------|---|--------|
| Anthony Merante | - | Absent |
| Kim Conner      | - | Aye    |
| Dennis Gagnon   | - | Absent |
| Peter Lewis     | - | Aye    |
| Neal Tomann     | - | Aye    |
| Neal Zuckerman  | - | Aye    |
| David Hardy     | - | Aye    |

Mr. Tomann moved to declare this project an "Unlisted Action" and Mr. Lewis seconded the motion. The vote was as follows:

|                 |   |        |
|-----------------|---|--------|
| Anthony Merante | - | Absent |
| Kim Conner      | - | Aye    |
| Dennis Gagnon   | - | Absent |
| Peter Lewis     | - | Aye    |
| Neal Tomann     | - | Aye    |

Neal Zuckerman - Aye  
David Hardy - Aye

Mr. Hardy moved to send the proposal to the Putnam County Department of Planning for a 239m referral and Mr. Tomann seconded the motion. The vote was as follows:

Anthony Merante - Absent  
Kim Conner - Aye  
Dennis Gagnon - Absent  
Peter Lewis - Aye  
Neal Tomann - Aye  
Neal Zuckerman - Aye  
David Hardy - Aye

Mr. Gaba suggested that Conservation Board review of this is required but since they are interested in the wall the board may want to send them over a referral and ask if they have any comments.

Mr. Lewis moved to send the proposal to the Conservation Board as a courtesy referral and Mr. Hardy seconded the motion. The vote was as follows:

Anthony Merante - Absent  
Kim Conner - Aye  
Dennis Gagnon - Absent  
Peter Lewis - Aye  
Neal Tomann - Nay  
Neal Zuckerman - Aye  
David Hardy - Aye

Mr. Gaba questioned if the board is interested in making a site visit. Ms. Conner stated she had been there recently and doesn't find it necessary. Mr. Zuckerman stated he does not feel a site visit is necessary but does have a small concern given the material to the north that Mr. Watson is talking about. He questioned if that would be above or below the wall as he's heard 2 different things. Mr. Watson clarified that it will be below the wall.

Mr. Zuckerman stated that he is aware that there have now been a couple of opportunities for projects for this property and have had material public interest, particularly an earlier project and that residents of Highland Turnpike are generally interested and active. Mr. Zuckerman stated if this material is not to be seen above the height of an existing wall then he doesn't see the need for a public hearing. He stated he also does not see the need for a site visit as the board has been there multiple times.

The board did not schedule a site visit.

Mr. Hardy moved to schedule a public hearing and Mr. Lewis seconded the motion. The vote was as follows:

|                 |   |        |
|-----------------|---|--------|
| Anthony Merante | - | Absent |
| Kim Conner      | - | Aye    |
| Dennis Gagnon   | - | Absent |
| Peter Lewis     | - | Aye    |
| Neal Tomann     | - | Nay    |
| Neal Zuckerman  | - | Nay    |
| David Hardy     | - | Aye    |

The motion was denied by a vote of 3-2.

Mr. Zuckerman moved to adjourn the meeting and Mr. Tomann seconded the motion. The vote was as follows:

|                 |   |        |
|-----------------|---|--------|
| Anthony Merante | - | Absent |
| Kim Conner      | - | Aye    |
| Dennis Gagnon   | - | Absent |
| Peter Lewis     | - | Aye    |
| Neal Tomann     | - | Aye    |
| Neal Zuckerman  | - | Aye    |
| David Hardy     | - | Aye    |

The motion passed unanimously and the meeting adjourned at 9:27 pm.

Date approved \_\_\_\_\_

Respectfully submitted by,

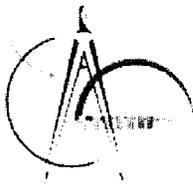
Tara K. Percacciolo

\*These minutes were prepared for the Philipstown Planning Board and are subject to review, commend, emendation and approval there upon.

**HUDSON DESIGN**

10/4/18

Hudson Design resubmits to Town of Philipstown Planning Board Site  
Comments/Observations



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TO:      Town of Philipstown Planning Board      DATE:      May 6, 2018

FROM:      Ronald J. Gainer, PE      SUBJ: 3052 Route 9 (Copeland) Site Plan; NYS Route 9

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Project Scope:      Change in use of existing developed commercial property  
Zoning District:      "RC" (Rural Conservation Zoning District)

On Sunday, May 6, 2018, members of the Town of Philipstown Planning Board conducted a site inspection of the above-noted project to evaluate potential concerns that may warrant further study for the site improvements being proposed. In attendance were the following:

- Dennis Gagnon      – Planning Board member
- Dave Hardy      – Planning Board member
- Bob Flaherty      – Town Board member (PB Liaison)
- Jamie Copeland      – Applicant/Property Owner
- Ron Gainer      – Town Engineer

The site plan application encompasses the former antique shop at 3052 Route 9, as well as the adjacent lot (3056 Route 9) to the north that contains a residential dwelling and garage. The applicant proposes to change the use of the first floor of the former antique shop to "retail/office" use, and utilize the second floor for "office" use. The residential use on the northerly property would remain. Exterior building alterations are planned in the rear, to permit access to the commercial structure from the existing parking area in the rear.

During this site walk, the drawings prepared by Hudson Design, dated December, 2017 were utilized to evaluate the development proposal.

**SITE COMMENTS/OBSERVATIONS**

1. **Site access/Parking** – Both properties share a single access onto Route 9. Parking for the former antique shop structure lies in the rear and extends onto both lots. While the access drive at NYS Route 9 is paved, the balance of the driveway and parking areas are gravel.

OK

To prevent any possible traffic from entering the site along the property frontage, a barrier or screening should be considered to make clear that the shared DOT entrance is the only access into the site.

- Note the location of the barrier on the site plan, but not on the site plan drawing SP-1, dated 12/04/18

As parking is proposed to be adjacent to Clove Creek, formal guide rails must be provided along the end of the parking stalls.

See the location of the guide rails on the site plan drawing SP-1, dated 12/04/18

To accommodate individuals with disabilities, a new driveway will be constructed adjacent to the existing bank from the northerly parking area (on the residential lot) up to the front of the garage, providing 2 parking spaces adjacent to the commercial structure. The extent of re-grading required should be clearly denoted on plan, and a guide rail provided along the parking side of the ramp.

Extent of re-grading should be clearly denoted on the site plan drawing SP-1, dated 12/04/18. A guide rail should be provided along the parking side of the ramp. See the location of the guide rail on the site plan drawing SP-1, dated 12/04/18

The intended surface of the parking and drive areas should be clearly detailed on plan, including delineation of the expanded limits intended.

- Surfaces materials should be clearly shown on the site plan drawing SP-1, updated 12/04/18

2. **Site Constraints/Environmental Concerns** – Clove Creek traverses the rear of the properties and, with it's associated 100-foot wetlands/ watercourse buffer encumbers much of the tract. A portion of Clove Creek's 100-year floodplain also extends into both properties. While it is not expected that this will affect the site improvements planned, because of the steep banks along the west side of the creek, all applicable regulatory information (floodplain, soil types, wetlands, etc) should be shown on plan, for the Board's review and information.

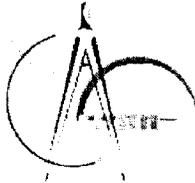


- 6. Exterior Lighting-** Any new exterior lighting to be provided should be shown on the Site Plans, with appropriate details. Recognizing the proximity of the building and proposed parking in front of the garage on site to Route 9, the applicant was reminded that no off-site glare will be permitted. All new lighting planned should be designed to "dark sky" guidelines.

• The applicant was reminded that the applicant should provide details as well as show the location of the lighting fixtures and streetlights and streetlights provide on-site glare. See Appendix B for more information.

- 7. Adjacent site intrusions into property –** It was noted that the Griffin Landscaping site to the south had indicated in the prior "Site Plan" application filed that they had maintained stockpiles of firewood on the rear of the antiques shop property with the consent of the property owner. Copeland indicated that no agreement exists to permit this trespass. It was suggested that he therefore resolve this matter directly with the adjacent property owner.

• See Appendix B for more information.



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TO:      Town of Philipstown Planning Board      DATE:      January 15, 2018  
FROM:      Ronald J. Gainer, PE      SUBJ:      3052 Route 9 (James Copeland) Site Plan; NYS Route 9

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Project Scope:              Change in use from "Retail" to "Office"  
Zoning District:              "HC" (Highway Commercial) District

We have reviewed the following information which was received on the above project:

Prepared by Hudson Design (all dated December 6, 2017)

- SP1 "Proposed Site Plan"
- A1.0 "Lower Floor Plan"
- A1.1 "First Floor Plan"
- A1.2 "Second Floor Plan"
- A7.0 "Elevations"
- A7.1 "Elevations"

Prepared by Badey & Watson Surveying & Engineering, PC

- "Survey of Property of James Copeland"; dated March 6, 2017
- "Site Plan for Brad Orloff"; last revised February 28, 1990 (former site plan for antique shop)

**SEQR** – The Application appears to represent "Unlisted" action pursuant to SEQR. At least a Short EAF (Environmental Assessment Form) should be filed by the applicant, to allow the Board to evaluate any potential environmental impacts of the proposed project.

For "Unlisted" actions procedurally the Board has the discretion of whether or not to conduct a coordinated review. Upon receipt of the required EAF, if the Board chooses to perform a coordinated environmental review they should initially declare their intent to become Lead Agency and notify other involved agencies. After 30 days has elapsed, the Board may then consider making a SEQRA Declaration of Significance. However, if a non-coordinated review is decided, the Board can make a SEQRA Declaration as soon as they believe they have all of the information required to arrive at this decision.

1. A local law authorizing the project has not yet been submitted.

**PLANS** –The following preliminary comments are offered, for the applicant’s and/or Board’s attention:

- The applicant should discuss expected or potential “retail” uses planned for the property, and provide some estimate of site vehicular activity expected, so the Board may understand issues of traffic and vehicular movements into and through the site.

○ The applicant should include the planned use of the office/retail space to the Board’s attention. A note has been noted on the drawings.

- It is expected that the 2017 Badey & Watson, PC survey plan is intended to represent the project’s overall “Site Plan”. Therefore, to comply with the requirements contained in §175-65B, the following information should be added to the Site Plan (unless waived by the Board) -

- A “Site Vicinity” map should be added to the plan showing properties, subdivisions, streets, easements, zoning districts, etc. within the vicinity of the property.
- All wells and SSDS’s on both sites should be shown, and also those within 200 feet of the tract boundary or otherwise a note provided specifying that none exist.
- It does not appear that trees >8” DBH, soils classifications, rock outcrops, etc. is currently shown, which is normally required on Site Plans. However, it is recognized that since only limited exterior improvements are being proposed, the provision for this information could be waived by the Board.
- This drawing should illustrate the improvements proposed for the site, or otherwise refer to the drawings by Hudson Design on which is indicated the drive and building access enhancements proposed.
- Clove Creek’s 100-year floodplain should be noted, and base flood elevations given.
- The Zoning Bulk Dimensional Table provided should be expanded to indicate “provided” information for each lot, to illustrate compliance with the applicable zoning requirements
- A table should be included, specifying the following information:
  - a. Estimated area of structure intended to be used for particular uses such as retail operation, office, storage, etc.;
  - b. Estimated maximum number of current and future employees, and capacities of the on-site utility systems serving the commercial structure;
  - c. Maximum seating capacity, if applicable, for any “retail” use planned; and
  - d. Number of parking spaces existing and required for the intended use.

○ Site Map should include: lot and subdivision boundaries, subdivisions, streets, easements, zoning districts, etc. within the vicinity of the property.  
○ A table should be included, specifying the following information: a. Estimated area of structure intended to be used for particular uses such as retail operation, office, storage, etc.; b. Estimated maximum number of current and future employees, and capacities of the on-site utility systems serving the commercial structure; c. Maximum seating capacity, if applicable, for any “retail” use planned; and d. Number of parking spaces existing and required for the intended use.

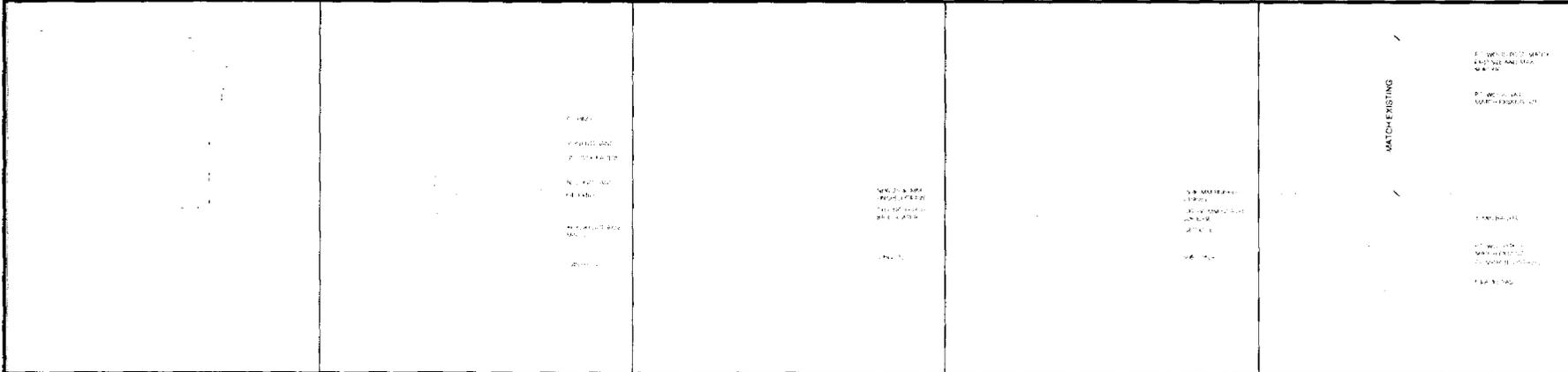


Given the preliminary nature of the application, we suggest that the Board initially consider the following actions:

- Formally acknowledge and classify the application as a "minor" site plan
- Necessary referrals should be accomplished by the Board's secretary.
- Determine whether a site inspection of the proposal should be conducted to evaluate site-specific issues and potential environmental concerns.
- Once the Board is satisfied with the project's layout, it should be determined whether a public hearing will be scheduled on the application (which is discretionary for "minor" projects, per §175-67D).

Thank you for your attention.





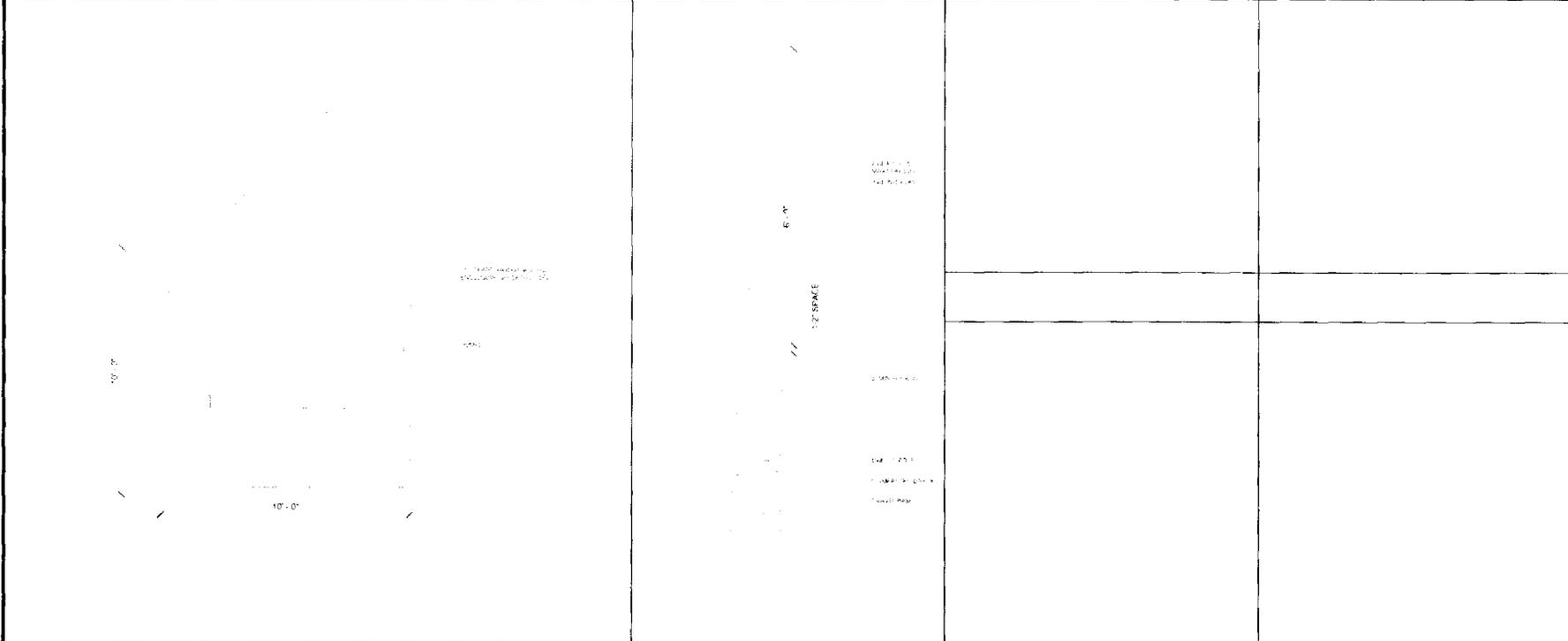
1 SILT FENCE DTL 1" = 1'-0"

2 PAVER DTL 1" = 1'-0"

3 EXISTING GRAVEL DRIVE DTL 1" = 1'-0"

4 NEW GRAVEL DRIVE DTL 1" = 1'-0"

5 GUARDRAIL 1" = 1'-0"



6 CALLOUT DUMPSTER ENCLOSURE 1/2" = 1'-0"

7 STOCKYARD FENCE 1" = 1'-0"

ARCHITECTURE  
MASTER  
PLANNING  
**HUDSON  
DESIGN**



1949 ROUTE NINE  
GARRISON, NEW YORK  
10524

PHONE: 845-424-4810  
FAX: 845-424-4811  
www.hudsondesign.pro

ALTERATIONS FOR:

**JAMES COPELAND**  
3052 ROUTE 9  
COLD SPRING, NY

Designer

FOR PLANNING  
BOARD REVIEW  
10/04/18

SITE DETAILS

**SP2**

PROJ. # JAMES COPELAND

James M. Copeland  
Masson Copeland Foods, LLC  
1949 Route 9  
Garrison, NY10524-9725  
October 3, 2018

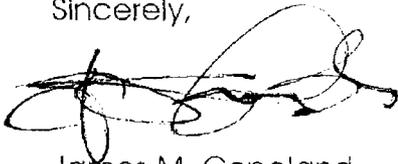
RE: Request for Parking Easement

Hudson Structures, Inc.  
1949 Route 9  
Garrison, NY10524-9725

Dear Hudson Structures, Inc:

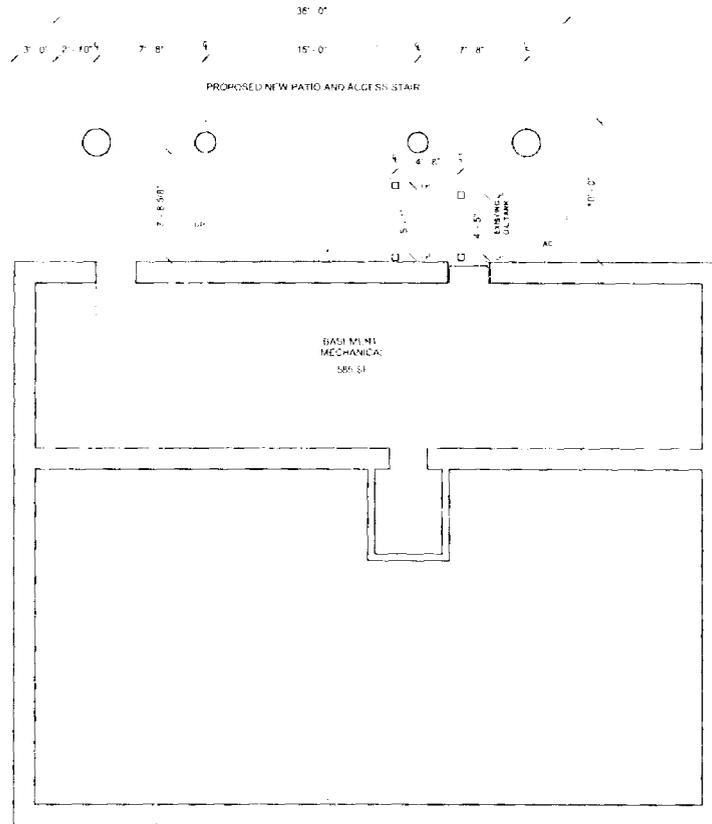
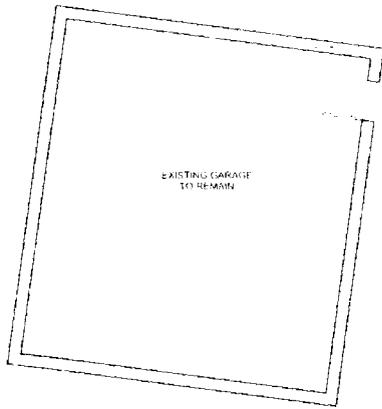
Per this document, Masson Copeland Foods, LLC, accepts the proposed adjusted parking easement as indicated on the survey, prepared by Baley & Watson for James M. Copeland, Hudson Structures, Inc., originally dated March 6, 2017 and updated August 30, 2018.

Sincerely,

A handwritten signature in black ink, appearing to read 'James M. Copeland', with a large, stylized flourish at the end.

James M. Copeland  
President of Masson Copeland Foods, LLC





1 PROPOSED PLAN - LOWER LEVEL  
1/4" = 1'-0"

ARCHITECTURE  
MASTER  
PLANNING  
**HUDSON**  
DESIGN



1949 ROUTE NINE  
GARRISON, NEW YORK  
10524

PHONE: 845-424-4810  
FAX: 845-424-4815  
www.hudsondesign.pro

ALTERATIONS FOR:

**JAMES COPELAND**  
3032 ROUTE 9  
CROSS SPRINGS, NY

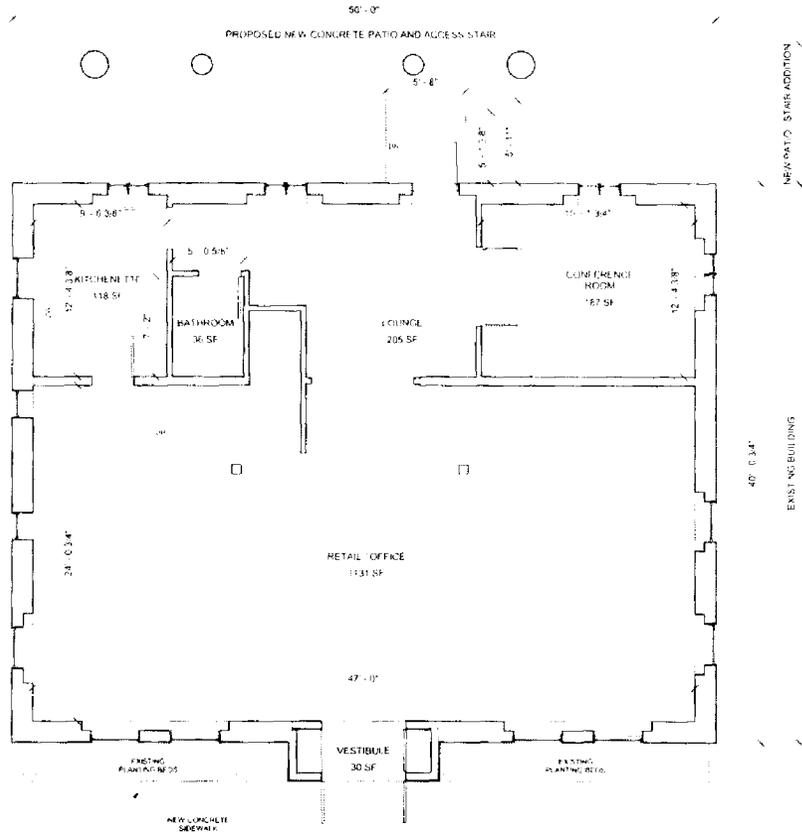
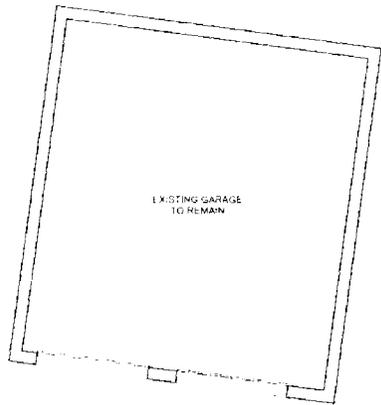
ARCHITECT  
OWNER

FOR PLANNING  
BOARD APPROVAL  
DECEMBER 6, 2017

LOWER FLOOR  
PLAN

**A1.0**

PROJ. # JAMES COPELAND



1 PROPOSED PLAN - FIRST FLOOR  
1/4" = 1'-0"

ARCHITECTURE  
MASTER  
PLANNING  
**HUDSON**  
DESIGN



1949 ROUTE 91N1  
GARRISON, NEW YORK  
10524

PHONE: 845-424-4810  
FAX: 845-424-4815  
www.hudsonsdesign.pro

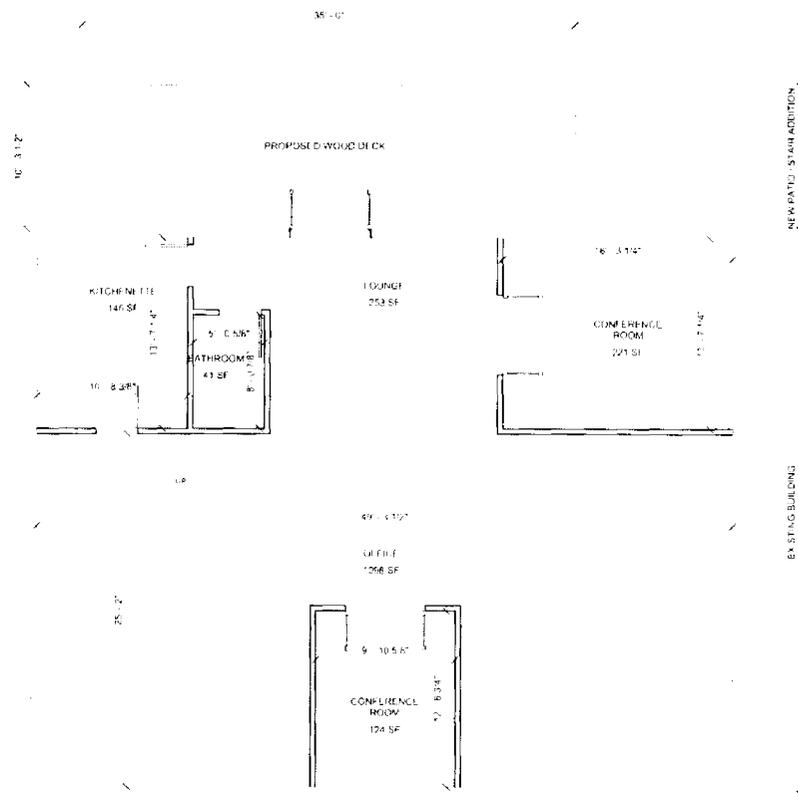
ALTERATIONS FOR:  
**JAMES COPELAND**  
3032 ROUTE 9  
COLD SPRING, NY  
2013  
Designer

FOR PLANNING  
BOARD APPROVAL  
DECEMBER 6, 2017

FIRST FLOOR  
PLAN

**A1.1**

EXISTING GARAGE  
TO REMAIN



1 PROPOSED PLAN - SECOND FLOOR  
1/8" = 1'-0"

ARCHITECTURE  
MASTER  
PLANNING  
**HUDSON**  
DESIGN



1949 ROUTE NINE  
GARRISON, NEW YORK  
10524

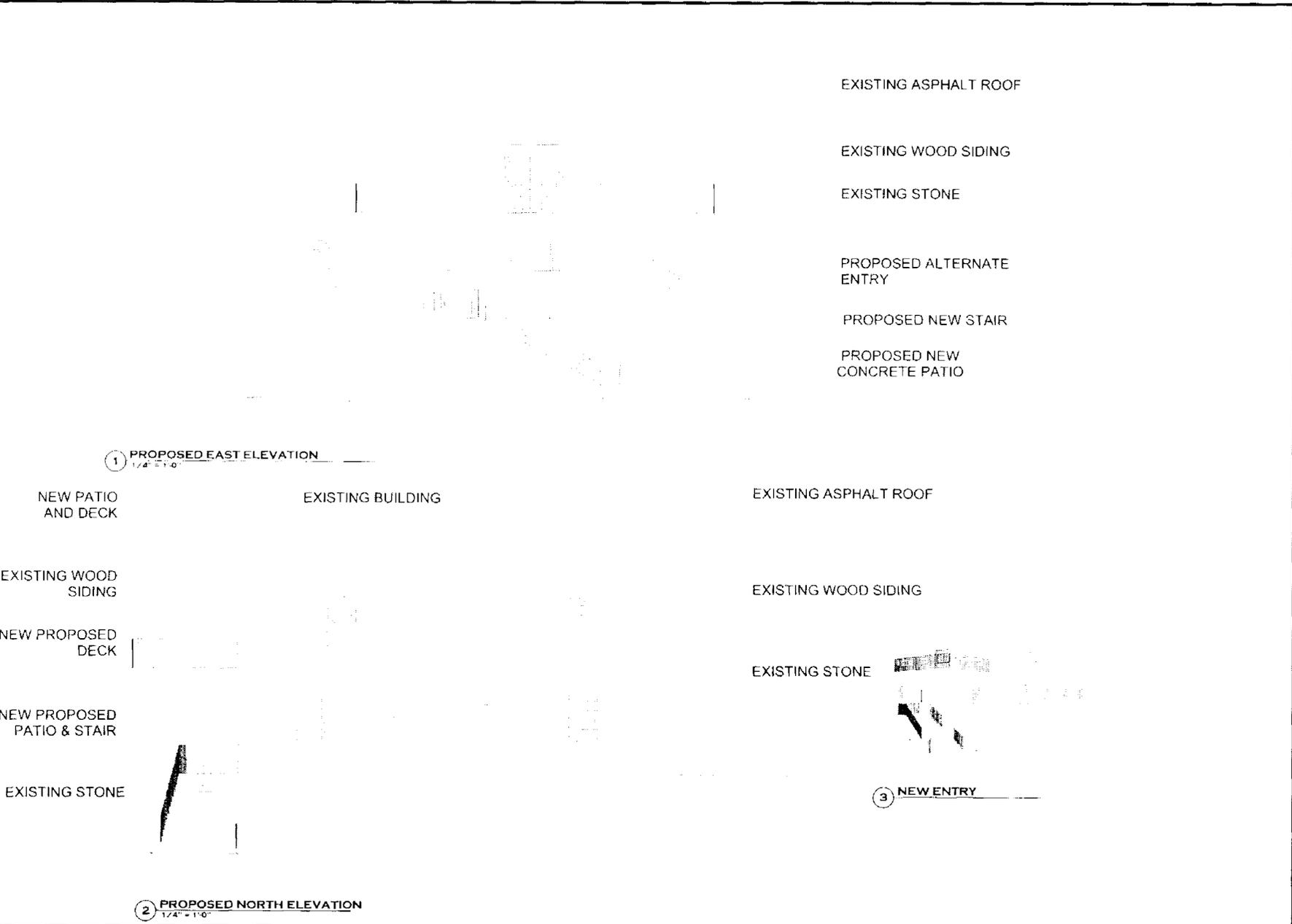
PHONE: 845-424-4810  
FAX: 845-424-4815  
www.hudsondesign.pro

ALTERATIONS FOR:  
**JAMES COPELAND**  
3052 ROUTE 9  
COLD SPRING, NY  
ARCHITECT

FOR PLANNING  
BOARD APPROVAL  
DECEMBER 6, 2017

SECOND FLOOR  
PLAN

**A1.2**



EXISTING ASPHALT ROOF

EXISTING WOOD SIDING

EXISTING STONE

PROPOSED ALTERNATE ENTRY

PROPOSED NEW STAIR

PROPOSED NEW CONCRETE PATIO

1 PROPOSED EAST ELEVATION  
1/4" = 1'-0"

NEW PATIO AND DECK

EXISTING BUILDING

EXISTING ASPHALT ROOF

EXISTING WOOD SIDING

EXISTING WOOD SIDING

NEW PROPOSED DECK

EXISTING STONE

NEW PROPOSED PATIO & STAIR

3 NEW ENTRY  
1/4" = 1'-0"

EXISTING STONE

2 PROPOSED NORTH ELEVATION  
1/4" = 1'-0"

ARCHITECTURE  
MASTER  
PLANNING  
**HUDSON  
DESIGN**



1949 ROUTE NINE  
GARRTSON, NEW YORK  
10574

PHONE: 845-424-4810  
FAX: 845-424-4815  
www.hudsonsdesign.pro

ALTERATIONS FOR:

**JAMES COPELAND**  
3052 ROUTE 9  
COLD SPRING, NY  
A.P.C.

FOR PLANNING  
BOARD APPROVAL  
DECEMBER 6, 2017

Elevations

**A7.0**

PROJ: JAMES COPELAND

EXISTING BUILDING

NEW PATIO AND DECK

EXISTING ASPHALT ROOF

EXISTING WOOD SIDING

NEW PROPOSED DECK

EXISTING STONE

NEW PROPOSED PATIO & STAIR

3 NEW ENTRY, 1ST FLOOR

1 EXISTING SOUTH ELEVATION  
1/4" = 1'-0"

EXISTING GARAGE TO REMAIN

EXISTING ASPHALT ROOFING

EXISTING WOOD SIDING

EXISTING STONE

2 EXISTING WEST ELEVATION  
1/4" = 1'-0"

ARCHITECTURE  
MASTER  
PLANNING  
**HUDSON**  
DESIGN



1949 ROUTE NINE  
GARRISON, NEW YORK  
10524

PHONE: 845-424-4810  
FAX: 845-424-4815  
www.hudsonsdesign.pro

ALTERATIONS FOR:

**JAMES COPELAND**  
1052 ROUTE 9  
COLD SPRING, NY

DATE: 7  
DESIGNER

FOR PLANNING  
BOARD APPROVAL  
DECEMBER 6, 2017

ELEVATIONS

**A7.1**

PROJ. # JAMES COPELAND



October 4, 2018

Anthony Merante, Chairman  
Philipstown Planning Board  
Town Hall, 238 Main Street  
Cold Spring, NY 10516

RE: Application of Joseph Fratesi & Lindsey Taylor

Dear Chairman Merante and Honorable Board Members:

Enclosed are 13 copies of our three-sheet plan set for the captioned application dated October 4, 2018. They are submitted in furtherance of the pending Fratesi/Taylor application, and are intended to supplement the plans previously submitted by Berg & Moss, Architects, P.C.

Also enclosed are the driveway permit and certificate of compliance issued by the Town of Philipstown on June 11, 2001 and May 18, 2009, respectively. A review of the topographic conditions between the only available house site on the property and South Highland Road reveals that the driveway was constructed along the most practical route.

Please place this matter on the agenda for the October meeting of the Planning Board, at which time we are hopeful that the project can be moved forward.

As always, thank you for your consideration.

Yours truly,  
**BADEY & WATSON,**  
*Surveying & Engineering, P.C.*

by   
Glennon J. Watson, L.S.  
845.265.9217 x14  
[gwatson@badey-watson.com](mailto:gwatson@badey-watson.com)

GJW/bms

cc: File U:\77-104B\WO\_24315\AM04OC18BP\_SubmitsFratesiTaylorPlans.docx  
Joseph Fratesi & Lindsey Taylor.

Please  
Do Final

# TOWN OF PHILIPSTOWN

## DRIVEWAY PERMIT / CERTIFICATE OF COMPLIANCE

PERMIT # 409

HIGHWAY DEPARTMENT (845)265-3530

BUILDING DEPARTMENT (845)265-5202

Owner name Maria Mesa Stevens

Telephone # 212/663-1117

Owner address 800 West End Ave., New York, NY 10025 (Apt 10E)

Detailed location of property (attach tax map) So. Highland Rd. (Across from Garrison Fsh & Cm Clu)

Tax map # 50.-2-63.3 Town road(s) affected So. Highland Rd.

Description of project Driveway entrance to pvt. resid..

If project is for private right-of-way or easement, attach copy of filed map and give map number N/A

Proposed commencement date June 1, 2001

Proposed completion date June 30, 2001

Owner agrees as follows:

- To stake driveway location with two clearly visible stakes, 20 feet apart
- To perform the operation in accordance with Chapter 78 of the Code of the Town of Philipstown and all other applicable laws, rules and regulations
- To perform the operation in such reasonably safe and proper manner that it
  - will not encroach upon or cause any damage or injury to the travel-way of the adjacent highway or road
  - will not interfere with or endanger travel or traffic
  - shall have optimum sight distance
  - will not obstruct or interfere with the maintenance or improvement of the adjacent highway or road
- If by reason of future construction or safety within the right of way of the adjacent highway or road, the Town of Philipstown should require a re-arrangement of the driveway or operation herein, the owner agrees for himself, his successors and assigns, that the owner of subject property at such time shall promptly alter said driveway or operation to conform with said future construction or requirements.
- It is understood that the operation herein shall be constructed in accordance with the requirements of this permit. No Certificate of Occupancy for a site or building shall be issued until a Certificate of Compliance for this operation has been issued.

Conditions of permit: Owner will be responsible for any damage to any town road affected by the permitted operation during construction of the driveway and buildings. A suitable material shall be used on any unpaved portion of the driveway and shall be compacted to prevent any run off of the material. Owner will be responsible for any water or material running onto the town road affected by this permitted operation during the lifetime of the driveway. The Town of Philipstown will not be responsible for any water or material running off of the town road affected by this permitted operation onto the owner's property. No subsequent alteration, extension, expansion, widening, relocation or reconstruction of the operation for which this permit is issued may be undertaken until such time as a new and separate application has been made and approved in accordance with the town code. Owner shall comply with drawing and specifications provided by building department. Failure to comply may result in revocation of permit or denial of Certificate of Compliance.

**\*\* APRON, WHETHER COMPACTED OR PAVED, MUST BE COMPLETED PRIOR TO COMMENCEMENT OF ANY BUILDING CONSTRUCTION \*\*\***

Application fee \$75.00 paid 5-25-01 Received by McL...  
 cl #2427 (date)

PERMIT

CERTIFICATE OF COMPLIANCE

See attached letter

Approved by (Hwy Supt) [Signature] Date 6/11/01

Approved by (Hwy Supt) [Signature] Date 5-8-09

Granted by (Bldg Insp) [Signature] Date 6/11/01

Granted by (Bldg Insp) [Signature] Date 5-18-09

Deposit amounts 800- (\$800 on unpaved town road / \$2200 on paved town road)

Deposit received by [Signature] Date 5/4/01

PERMIT MUST BE RENEWED, IN WRITING, PRIOR TO EXPIRATION DATE, EVERY SIX MONTHS UNTIL WORK IS COMPLETED.  
 FAILURE TO RENEW INVALIDATES PERMIT.

EXPIRATION DATE 12-11-01

STATE OF NEW YORK  
COUNTY OF NEW YORK

The undersigned applicant certifies that they have read, understand and will comply with the terms and conditions of this application and all applicable town and state codes and laws.

Maria Mesa Stevens  
 Signed (owner MUST sign)

5/21/01  
 Date

STATE OF NEW YORK, COUNTY OF PUTNAM

SHIKHA GULATI, SS

being duly sworn, says: I have read the foregoing application, and the statements and representations made therein are true to the best of my knowledge and belief.

Sworn before me this 21 day of May 2001  
 Commission Expires Jan 10 03

Shikha Gulati  
 (Notary Public)

DEPOSIT RETURNED TO Maria Mesa Stevens ON 5/15/09 CHECK# 1142

# Town of Philipstown

238 Main Street  
Cold Spring New York 10516

## PLANNING BOARD

### SITE PLAN APPLICATION PACKAGE

### MINOR PROJECT

**Project Name:** Kristan Connolly

**Date:** September 26, 2018



# Town of Philipstown

Planning Board  
238 Main Street, PO Box 155  
Cold Spring, NY 10516

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

## Application for Planning Board Special Use & Site Plan Approval

**Date:** 10/04/18      **TM#** 82.7-1-2

**Project Name:** Kristan Connolly

**Street Address:** NYS Route 403

**Fee Amount:** \$300.00      **Received:** \_\_\_\_\_

**Bond Amount:** \$5,000.00      **Received:** \_\_\_\_\_

**Applicant:**

Name Kristan Connolly (contract vendee)

Address 475 Sprout Brook Road  
Garrison, NY 10524

Telephone (845) 803-7148

**Design Professional:**

Badey & Watson, Surveying and Engineering, P.C.

Address 3063 Route 9  
Cold Spring, NY 10516

Telephone (845) 265-9217

**Tenant:**

Name ---

Address \_\_\_\_\_

Telephone \_\_\_\_\_

**Property Owner**

Name Jean Berg & Frank J. Eder

Address 21 McIntosh Drive  
Poughkeepsie, NY 12603

Telephone ---

TM# 82.7-1-2

Project Name: Kristan Connolly

Project Description: New construction of a single-family residence to be served by private septic and well.

**ZONING INFORMATION**

175-7 Zoning District: RR

175-10 Proposed Use: Single-Family Dwelling

Proposed Accessory Use(s): ---

| 175-7 Overlay Districts on the property:                       | <u>Yes or No</u> |
|--|------------------|
| 175-13 Floodplain Overlay District – NFIP Map ----- (FPO)      | <u>No</u>        |
| 175-18.1 Mobile Home Overlay District ----- (MHO)              | <u>No</u>        |
| 175-14 Cold Spring Reservoir Water Shed Overlay ----- (WSO)    | <u>No</u>        |
| 175-15 Scenic Protection Overlay ----- (SPO)                   | <u>Yes</u>       |
| 175-16 Aquifer Overlay District ----- (AQO)                    | <u>No</u>        |
| 175-18 Open Space Conservation Overlay District ----- (OSO)    | <u>No</u>        |
| 175-35 Within 100 foot buffer of Wetlands or Watercourse ----- | <u>No</u>        |
| 175-36 Steep Terrain -----                                     | <u>Yes</u>       |
| 175-36 Ridge Line Protection -----                             | <u>No</u>        |
| 175-37 Protection Agricultural-----                            | <u>No</u>        |

TM# 82.7-1-2

Project Name: Kristan Connolly

**175-11 Density and Dimensional Regulations**

| Zoning District <u>RR</u>                    | Required | Existing | Proposed | Complies | Variance |
|--|----------|----------|----------|----------|----------|
| Minimum front yard setback                   |          |          |          |          |          |
| Measured from the travel way Town Road       | ---      | ---      | ---      | ---      | ---      |
| Measured from the travel way County/State    | 60 ft    | n/a      | 92.8 ft  | Yes      | No       |
| Minimum side yard setback                    | 30 ft    | n/a      | 140.3 ft | Yes      | No       |
| Minimum side yard setback (2)                | 30 ft    | n/a      | 170.6 ft | Yes      | No       |
| Minimum side yard setback (3)                | ---      | ---      | ---      | ---      | ---      |
| Minimum rear yard setback                    | 50 ft    | n/a      | 50.0 ft  | Yes      | No       |
| Maximum impervious surface coverage          | 10%      | 0%       | 3.6 %    | Yes      | No       |
| Maximum height                               | 40 ft    | n/a      | 31.8 ft  | Yes      | No       |
| Maximum footprint non-residential structures | ---      | ---      | ---      | ---      | ---      |
|  |          |          |          |          |          |

SUBMISSION:

**13 copies** with **one electronic file in .pdf format** of the following;

1. Pre-Application meeting decision and comments
2. Application
3. Proof of Ownership
4. Site Plan
5. A long-form Environmental Assessment Form or Draft Environmental Impact Statement.
6. An agricultural data statement as defined in §175-74, if required by §175-37C.
7. The Site Plan application fee, as established by the Town Board and any required escrow deposit for review costs, as required by the Planning Board.
8. FEE: \$300.00 Received: \_\_\_\_\_
9. Escrow: \$5,000.00 Received: \_\_\_\_\_

## Town of Philipstown Town Code Chapter 175

### ARTICLE IX SPECIAL PERMITS AND SITE PLAN REVIEW

#### §175-60 PURPOSE AND APPLICABILITY

**A.** It is the policy of the Town of Philipstown to allow a variety of uses of land, provided that such uses do not adversely affect neighboring properties, the natural environment, or the rural and historic character of the Town. Many uses are therefore permitted only upon issuance of a Special Permit by the Planning Board, in order to ensure that these uses are appropriate to their surroundings and consistent with the purposes of this Chapter. Some uses are allowed by right, subject only to Site Plan approval (see Use Table in §175-10). Communication towers, soil mines, and certain solar and wind energy facilities (see §175-30E (2)) require a Special Permit issued by the Zoning Board of Appeals. Adult entertainment uses and uses not listed on the Use Table (if not prohibited by §175-10C) require a Special Permit issued by the Town Board. In reviewing Special Permit applications, the Town Board and Zoning Board of Appeals shall follow the procedures and standards established for the Planning Board in this Article IX.

**B.** Accessory uses or structures used in connection with a Special Permit or Site Plan use shall be subject to the same approval requirements as the principal structure or use. Accessory structures used in connection with an institutional use in the IC district are governed by the provisions in §175-10J.

#### **C. Minor and Major Projects**

In order to tailor the scope of a project review to the scale of a project, applications are divided into two categories, major and minor. In recognition of their lesser impact, minor projects involve simpler application materials, a more streamlined review process, and less detailed findings requirements, while major projects undergo a more detailed and rigorous review procedure because of their greater impact. The classification of major and minor only applies to projects that require site plan or special permit review. This classification system does not apply to development allowed by right without review by the Planning Board, Zoning Board of Appeals, or Town Board.

1. **A Minor Project is a Special Permit or Site Plan** application for a project that does not exceed any of the following thresholds (over a five-year period):

- a. Construction of four multi-family dwelling units or a lodging facility with six bedrooms.
- b. Construction of facilities or structures for a non-residential use covering 3,000 square feet of building footprint.
- c. Alteration of existing structures or expansion of such structures by 1,000 square feet.
- d. Conversion of existing structures totaling 5,000 square feet to another use.
- e. Alteration and active use of 10,000 square feet of land, with or without structures.
- f. Construction of a structure that is 50 feet in height above average grade level (provided that it otherwise complies with this Chapter or is the subject of an area variance).

2. **A Major Project is a Special Permit or Site Plan** application exceeding any of the Minor Project thresholds.

**D.** In reviewing any project subject to special permit or site plan approval, the reviewing board should consider —Putnam County Pathways: A Greenway Planning Program Linking Putnam’s Open Space, Historic, Cultural and Economic Resources,|| as amended from time to time, as a statement of land use policies, principles and guides.

## **175-62 A. PRE-APPLICATION MEETINGS.**

Before filing an application, a preliminary conference with the Zoning Administrative Officer and/or the Town Planner is required to discuss the nature of the proposed use and to classify it as a major or minor project. If the Zoning Administrative Officer classifies the project as a major project, a preliminary meeting with the Planning Board is required to discuss the nature of the proposed use and to determine the information that will need to be submitted in the site plan.

## **175-67 PROCEDURE FOR MINOR PROJECT SITE PLAN APPROVAL**

The procedure for Minor Project Site Plan approval by the Planning Board shall be the same as prescribed in §175-66 for Major Projects, except for the following:

**A.** A short-form Environmental Assessment Form (EAF) will normally be required. If the application is classified as a "Type I" action under the State Environmental Quality Review Act, a long-form EAF shall be required. The Planning Board, at its discretion, may require the long-form Environmental Assessment Form for any application categorized as "unlisted" under SEQRA.

**B.** A Minor Project application fee established by the Town Board shall be paid, and an escrow deposit may be required to cover review costs at the discretion of the Planning Board.

**C.** A Minor Project Site Plan application shall contain the following information. For non-agricultural structures, the Planning Board may request additional information listed in §175-65B if the Board deems it essential to conduct an informed review. Minor Project Site Plan application materials may be prepared by a licensed professional engineer, surveyor, architect, or landscape architect, but the Planning Board shall not require this unless the services of such professionals are necessary to provide accurate information or are otherwise required by law.

### **SITE PLAN CHECK LIST**

\_\_\_\_\_ 1. A sketch of the parcel on a location map (e.g. a tax map) showing boundaries and dimensions of the parcel and identifying contiguous properties that are within 200 feet of the proposed structure and any known easements or rights-of-way and roadways.

\_\_\_\_\_ 2. Existing features of the site lying within 200 feet of the proposed structure, including land and water areas, water or sewer systems, and the approximate location of all structures within 200 feet of the proposed structures.

\_\_\_\_\_ 3. The proposed location and arrangements of structures and uses on the site, including means of ingress and egress, parking, and circulation of traffic.

\_\_\_\_\_ 4. A sketch of any proposed structures (including signs), showing exterior dimensions and elevations of front, side, and rear views; copies of available blueprints, plans, or drawings.

\_\_\_\_\_ 5. A concise description of the project describing the intended use of proposed structures (including signs) and any changes in the existing topography and natural features.

\_\_\_\_\_ 6. The name and address of the applicant and any professional advisors, and the authorization of the owner if the applicant is not the owner.

\_\_\_\_\_ 7. If the parcel contains a stream, wetland, or floodplain, a copy of the floodplain map and wetland map that corresponds with the boundaries of the property.

**D.** No public hearing is required for a Minor Project Site Plan. The Planning Board may, in its sole discretion, hold a public hearing following the procedures in §175-66 F. If no public hearing is held, the Planning Board shall give notice to the Putnam County Department of Planning and Development and to farm operators as required in §175-62 E and F and render a decision within 45 days of its receipt of a complete Site Plan application.

A minor project site plan shall be referred to the Conservation Board if it is located within the OSO, WSO, SPO, or FPO Districts, or within a Visible Ridgeline No-Build Area or a Hillside Protection Area. The Conservation Board shall have 20 days to report its recommendations to the Planning Board after which time the Planning Board may act without receiving a recommendation. The Planning Board shall take the Conservation Board's recommendations into consideration and if it does not follow such recommendations, it shall provide a written explanation of its reasons for not doing so.

**In order to approve a minor project site plan**, the Planning Board must find that the proposal is generally consistent with the criteria in §175-65 D and will not adversely affect neighboring properties.

#### **175-65 D. Criteria**

In reviewing Site Plans, the Planning Board shall ensure that the application complies with all applicable provisions of this Chapter, including the environmental performance standards in §175-40. The Planning Board shall also consider apply the criteria set forth below. The Planning Board may also refer for non-binding guidance to the three-volume set of illustrated design guidelines published by the New York Planning Federation in 1994, entitled *Hamlet Design Guidelines*, *Building Form Guidelines*, and *Rural Design Guidelines*. The Planning Board may also refer to the —Design Handbook|| adopted by the Philipstown Planning Board as advisory guidelines for the Route 9 Corridor as well as any other design guidelines that it adopts from time to time as non-binding advisory material. In applying the criteria contained in this subsection and the reference documents above, the Planning Board shall take into consideration the location, character, and context of proposed development and adapt these criteria to the setting (*e.g.* rural, hamlet, institutional, suburban, industrial) as appropriate.

#### **1. Layout and Design**

\_\_\_\_\_ a. To the maximum extent practicable, development shall be located to preserve the natural features of the site and to avoid wetland areas, steep slopes, significant wildlife habitats, and other areas of environmental sensitivity. The placement and design of buildings and parking facilities shall take advantage of the site's topography, existing vegetation, and other pertinent natural features. The Planning Board may require that an applicant prepare a conservation analysis as described in §175-20A of this Chapter.

\_\_\_\_\_ b. All structures in the plan shall be integrated with each other and with adjacent structures and shall have convenient access between adjacent uses. Structures shall, where practical, be laid out in the pattern of a traditional hamlet.

\_\_\_\_\_ c. Except for retail and service businesses that require visibility, the visual impact of structures from public roads shall be minimized through the use of vegetative screening, topography, and colors that blend with the natural surroundings. Structures that are visible from public roads shall be compatible with each other and with traditional structures in the surrounding area in architecture, design, massing, materials, proportion, texture, color, and placement. Building components such as windows, roof lines and pitch, doors, eaves, and parapets shall be compatible with historic structures in the Town. Vertical, double-hung windows and steeply pitched roofs are encouraged but will not be required. Rooftop and ground level mechanical equipment shall be screened from public view using materials harmonious with the building, or shall be located where they are not visible from any public ways or other adjacent properties.

\_\_\_\_\_ d. Where appropriate, setbacks shall maintain and continue the existing setback pattern of surrounding properties.

\_\_\_\_\_ e. The Planning Board shall encourage the creation of landscaped parks or squares easily accessible by pedestrians.

\_\_\_\_\_ f. Trademarked architecture which identifies a specific company by building design features shall be prohibited, unless the applicant can demonstrate that the design is compatible with the historic architecture of the Town or the Building Form Guidelines.

\_\_\_\_\_ g. Impacts on historic and cultural resources shall be minimized.

\_\_\_\_\_ h. Newly installed utility service systems and service modifications necessitated by exterior alterations shall be installed underground. When feasible, existing aboveground utility service systems shall be placed underground.

\_\_\_\_\_ i. Buildings shall have a finished exterior on all sides.

\_\_\_\_\_ j. Metal buildings that are principal buildings (larger than a small storage building in an unobtrusive location) shall be of color consistent with earth tones; shall have sufficient fenestration and trim to break continuums of metal wall areas; and shall have brick, stone, wood trim or composite materials providing a similar appearance, and features combined with the basic metal enclosure. A complete package of elevations shall accompany any proposal for a metal building.

## **2. Landscaping and screening. Landscaping shall be provided and permanently maintained as follows:**

\_\_\_\_\_ a. All areas of the lot not covered by buildings and other structures, outside storage and approved paving shall be suitably landscaped with trees and/or shrubs, lawns or other suitable landscaping or shall be left as natural terrain, if not disturbed by filling, grading or excavation.

\_\_\_\_\_ b. In the HC and OC districts, a strip of land not less than 20 feet in width and located in the area required for a building setback from a residence district boundary line, or all of such setback area on the lot if less than 20 feet in width, shall be left and maintained in its natural state if already wooded or shall be landscaped with evergreen trees planted to grow into a dense evergreen buffer strip within five years.

\_\_\_\_\_ c. In the M district, a strip of land not less than 30 feet in width and located in the area required for a building setback from a residence district boundary line, or all of such setback area on the lot if less than 30 feet in width, shall be left and maintained in its natural state if already wooded or shall be landscaped with evergreen trees planted to grow into a dense evergreen buffer strip within five years.

\_\_\_\_\_ d. Off-street parking and loading areas shall be provided with landscaped planting islands within or border landscaping adjacent to such area in such a manner as to enhance the appearance of the area. Any parking area accommodating 20 or more cars shall be provided with not less than one tree for each 20 cars or fraction thereof, which trees shall be not less than three inches diameter at breast height and 10 feet in height.

\_\_\_\_\_ e. Landscaping, including grading, provided in the area required for a building setback from the street line or center line of U.S. Route 9 shall be of a type, size and height as to avoid obstruction of minimum sight lines along the highway as well as from access driveways onto the highway, whether located on the lot or any other lot, as specified by the State Department of Transportation.

\_\_\_\_\_ f. All landscaping materials shall be of a type and/or species suitable for the location of the lot in the Town and suitable for the soil conditions on the lot and shall be planted and maintained in accordance with good landscaping practice. Landscaping shall be designed to facilitate conservation of the environment and preservation

of community aesthetic character. This shall be accomplished through the use of native plant material and the retention of existing natural vegetation, thereby reducing or eliminating the need for irrigation, pesticides, herbicides, and fertilizers.

\_\_\_\_\_ g. All landscaping, including growing materials, that are specified on an approved landscape plan for a site shall be well maintained to carry out the intent of the landscape plan. Failure to maintain healthy landscaping associated with a site plan approval will be a violation of said approval.

\_\_\_\_\_ h. Trees, shrubs and other plant materials which die or are otherwise not in a condition to fulfill the approved landscape plan shall be replaced in the next planting season by similar plant material.

\_\_\_\_\_ i. Fences and walls used for landscaping and screening shall be made of natural materials such as wood, stone or brick or otherwise effectively landscaped.

\_\_\_\_\_ j. Landscaping shall be an integral part of the entire project area and shall buffer the site from and/or integrate the site with the surrounding area, as appropriate.

\_\_\_\_\_ k. Existing native tree stock eight or more inches in diameter at breast height shall be protected and preserved to the extent possible to retain valuable community natural resources and promote energy conservation by maximizing the cooling and shading effects of trees. The preservation of mature plant species, hedge rows, wetlands, and woodlots shall be encouraged and included as a design element in the development of the site.

\_\_\_\_\_ l. If deemed appropriate for the site by the Planning Board, shade trees at least six feet tall and two-inch caliper shall be planted and maintained at 20- to 40-foot intervals along roads at a setback distance acceptable to the Highway Superintendent.

**3. Parking, Circulation, and Loading**

\_\_\_\_\_ a. Roads, driveways, sidewalks, off-street parking, and loading space shall be safe, and shall encourage pedestrian movement.

\_\_\_\_\_ b. Vehicular and pedestrian connections between adjacent sites shall be provided to encourage pedestrian use and to minimize traffic entering existing roads. The construction of connected parking lots, service roads, alleys, footpaths, bike paths, and new public streets to connect adjoining properties shall be required where appropriate.

\_\_\_\_\_ c. Off-street parking and loading standards in §175-38 shall be satisfied.

\_\_\_\_\_ d. Access from and egress to public highways shall be approved by the appropriate highway department, including Town, County, and State.

\_\_\_\_\_ e. All buildings shall be accessible by emergency vehicles.

\_\_\_\_\_ f. Parking spaces shall have wheel stops or curbs to prevent injury to trees and shrubs planted in landscaped islands.

\_\_\_\_\_ g. Bicycle parking spaces and racks shall be provided in an area that does not conflict with vehicular traffic. Designated van/car pool parking, and other facilities for alternatives to single occupancy vehicle use shall be provided wherever possible.

\_\_\_\_\_ h. In developments where links to schools, churches, shopping areas, trails, greenbelts, and other public facilities are feasible, or where a trail connection is recommended in the Comprehensive Plan or in a Town Open Space Plan, a trail corridor shall be reserved on the approved Site Plan for this purpose.

#### 4. Reservation of Parkland

\_\_\_\_\_ For any Site Plan containing residential units, the Planning Board may require the reservation of parkland or payment of a recreation fee pursuant to Town Law, §274-a(6).

#### 5. Outside Storage

Any areas for outside storage (including temporary storage of waste materials; storage and display of merchandise, supplies, machinery and other materials; and outside manufacture, processing or assembling of goods; but excluding areas for parking of registered motor vehicles in daily use) shall be shown on the site plan and located and screened as follows:

\_\_\_\_\_ a. In the HC and OC districts, outside storage areas shall not extend into the area required for a building setback from a street line or from the center line of U.S. Route 9, as determined under § 175-30(J), or from a residential district boundary line. Outside storage shall be enclosed (except for necessary access drives) by buildings and/or fences, walls, embankments or evergreen shrubs or trees so as to screen the storage area from view from any other adjacent lot or any street. In no case shall the height of outside storage exceed the height of the approved screening. Screening shall be of a density as to be at least 75% effective in screening such view, at the time of occupancy, except that when evergreens are used, such height and density shall be achieved within five years after establishment of the outside storage area.

\_\_\_\_\_ b. Outside storage on properties in the HC or OC districts shall not exceed 20% of the lot area located in such district.

\_\_\_\_\_ c. In the M District, outside storage areas shall not extend into the area required for a building setback from a property line, or a residence district boundary line, and shall not exceed 15% of the lot area located in the industrial M District.

#### 6. Miscellaneous Standards

\_\_\_\_\_ a. Buildings and other facilities shall be designed, located, and operated to avoid causing excessive noise on a frequent or continuous basis.

\_\_\_\_\_ b. Drainage of the site shall recharge ground water to the extent practicable. The peak rate of surface water flowing off-site shall not increase above pre-development conditions and shall not adversely affect drainage on adjacent properties or public roads.

\_\_\_\_\_ c. Applicable requirements for proper disposal of construction and demolition waste shall be satisfied, and any necessary permits or agreements for off-site disposal shall be obtained.

\_\_\_\_\_ d. No materials shall be placed below the finished grade of a site other than utilities, sand, gravel, rocks, and soil that are uncontaminated by any solid waste or hazardous materials. Materials that were previously contaminated and have been reconditioned shall not be permitted under this Subsection (e), except that decontaminated material may be used as a base for road or parking lot construction, provided that such decontaminated material does not pollute groundwater or surface water.

\_\_\_\_\_ e. Structures shall be located, constructed, and insulated to prevent on-site noise from interfering with the use of adjacent properties. Similarly, buildings shall be situated to prevent off-site noise from intruding on new development. Methods for blocking noise shall be used where appropriate, and shall include fencing, walls, and natural buffers, such as berms and landscape planting with trees and large shrubs.

\_\_\_\_\_ f. Lighting shall comply with the standards in §175-40L.

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

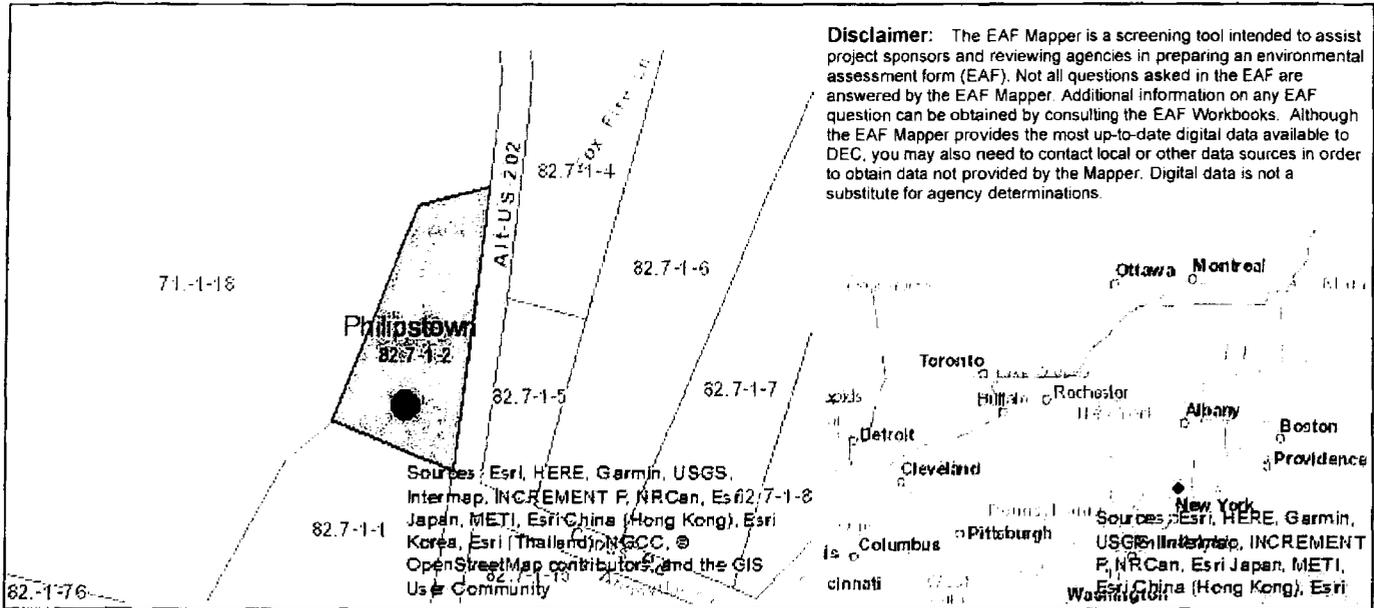
**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

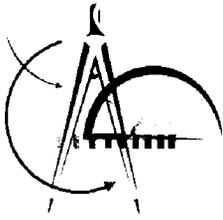
| <b>Part 1 - Project and Sponsor Information</b>  |  |   |  |
|--|--|---|--|
| Name of Action or Project:<br>Connolly - Minor Site Plan Application   |  |   |  |
| Project Location (describe, and attach a location map):<br>NYS Route 403 (see map provided)  |  |   |  |
| Brief Description of Proposed Action:<br>New construction of a single-family residence to be served by a private septic and well.  |  |   |  |
| Name of Applicant or Sponsor:<br>Kristan Connolly  |  | Telephone: (845)-803-7148                 |  |
|  |  | E-Mail: connollykristan@gmail.com         |  |
| Address:<br>475 Sprout Brook Road  |  |   |  |
| City/PO:<br>Garrison   |  | State:<br>New York                        | Zip Code:<br>10524                         |
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?<br>If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2. |  | NO<br><input checked="" type="checkbox"/> | YES<br><input type="checkbox"/>            |
| 2. Does the proposed action require a permit, approval or funding from any other governmental Agency?<br>If Yes, list agency(s) name and permit or approval:   |  | NO<br><input type="checkbox"/>            | YES<br><input checked="" type="checkbox"/> |
| 3.a. Total acreage of the site of the proposed action?   |  | 1.565 acres                               |  |
| b. Total acreage to be physically disturbed?   |  | 0.986 acres                               |  |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?   |  | 1.565 acres                               |  |
| 4. Check all land uses that occur on, adjoining and near the proposed action.  |  |   |  |
| <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)  |  |   |  |
| <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____   |  |   |  |
| <input checked="" type="checkbox"/> Parkland   |  |   |  |

|  | NO                                  | YES                                 | N/A                      |
|--|-------------------------------------|-------------------------------------|--------------------------|
| 5. Is the proposed action,<br>a. A permitted use under the zoning regulations?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Consistent with the adopted comprehensive plan?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?<br>If Yes, identify: _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| b. Are public transportation service(s) available at or near the site of the proposed action?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 9. Does the proposed action meet or exceed the state energy code requirements?<br>If the proposed action will exceed requirements, describe design features and technologies:<br>_____   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Will the proposed action connect to an existing public/private water supply?<br><br>If No, describe method for providing potable water: _____<br>Proposed private drilled well   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 11. Will the proposed action connect to existing wastewater utilities?<br><br>If No, describe method for providing wastewater treatment: _____<br>Proposed subsurface sewage treatment system  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| b. Is the proposed action located in an archeological sensitive area?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?<br>If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:<br><input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional<br><input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban |                                     |                                     |                          |
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Timber Rattlesnake, Norther...  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 16. Is the project site located in the 100 year flood plain?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources?<br>If Yes,<br>a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?<br>If Yes, briefly describe: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES   |                                     |                                     |                          |





|   |   |
|---|---|
| Part 1 / Question 7 [Critical Environmental Area]               | No  |
| Part 1 / Question 12a [National Register of Historic Places]    | No  |
| Part 1 / Question 12b [Archeological Sites]                     | No  |
| Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| Part 1 / Question 15 [Threatened or Endangered Animal]          | Yes   |
| Part 1 / Question 15 [Threatened or Endangered Animal - Name]   | Timber Rattlesnake, Northern Long-eared Bat   |
| Part 1 / Question 16 [100 Year Flood Plain]                     | No  |
| Part 1 / Question 20 [Remediation Site]                         | No  |



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TO: Town of Philipstown Planning Board    DATE: September 11, 2018

FROM: Ronald J. Gainer, PE    SUBJ: Connelly residential property; 37 Route 403

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As provided in Section 175-66B of the Town Code a pre-application meeting was held today concerning improvements planned by the property owner of 37 Route 403 to determine applicable code requirements.

In attendance were the following:

|                            |   |                          |
|----------------------------|---|--------------------------|
| Neal Tomann                | – | Planning Board Member    |
| Greg Wunner                | – | Code Enforcement Officer |
| Tara Percacciolo           | – | Planning Board Secretary |
| Ron Gainer                 | – | Town Engineer            |
| Kristen Connelly           | – | Applicant                |
| Jason Synder, Glenn Watson | – | Applicant's Consultant   |

The following matters were discussed:

***Purpose of Application:***

The site encompasses a 1.5± acre parcel along the west side of Route 403 near the Route 9 intersection, and generally across from Cross Road. The tract involved is tax map parcel 87.-1-2. The property is currently vacant.

The applicant proposes to construct a 2-story, 4 BR residential structure, with an attached garage. Due to site's topography, the driveway will extend along a serpentine path to reach the area of the garage. Sight distance along Route 403 at the proposed driveway entrance is reported to be more than adequate.

***Zoning District Information:***

The property is located in the "RR" (Rural Residential) Zoning District.

***Site Plan Review Required:***

The site abuts a roadway identified on the Town's "Scenic Protection Overlay" mapping, which extends 250 feet on either side of Route 403. This distance encompasses the entire tract. Therefore, while the size of the residential dwelling falls below the 3,000-sf threshold which normally triggers "Site Plan" review for residential projects, because of the site development will exceed 10,000 sf, pursuant to §175-15D ("Scenic Protection Overlay District" regulations) it was explained that any proposed project mandates that "Site Plan" review by the Planning Board is required.

The property does not appear to fall within any other Town overlay districts.

***Classification of Project as "Major" or "Minor":***

Pursuant to prior Town policy, residential projects for which Site Plan review is required shall be treated as a "Minor" project by the Planning Board. Therefore, the procedures specified in §175-67 should be followed.

**RE: Connelly; 37 Route 403**

*Site Plan requirements and review procedures:*

The application package which must be filed with the Planning Board must include an application form, EAF, Site Plan complying with all plan requirements of §175-65B and required fees. The site plans should include the survey plan of the overall property, and should show all "proposed" improvements, square footage of the structure, and overall site disturbance to understand SWPPP requirements.

It is noted that a Public Hearing is discretionary for "Minor" projects. However, the Planning Board often decides to hold a public hearing even on projects deemed "minor", so as to allow the opportunity for public comment. This is determined by the Planning Board on a case-by-case basis.

*Overlay Zones:*

As noted above, the site abuts parcels identified on the Town's "Scenic Protection Overlay" mapping. The property does not appear to fall within any other Town overlay districts. The "Scenic Protection" regulations contain landscaping requirements which the applicant should be aware of, and generally relate to minimizing visibility of the structure from publicly assessable spaces. Therefore, existing vegetation should be preserved on the site, to the extent possible. There is also a requirement to plant trees along the roadway R.O.W., not to exceed 1 tree per 1,000 sf of floor area of the structure. This regulation will be reviewed by the Board during their review process, to establish whether this requirement must be met.

*Waivers:* None were discussed during the pre-application conference.

*Fees:* It would appear that the following Planning Board fees would apply:

|                            |   |  |
|----------------------------|---|--|
| "Site Plan, Minor Project" | - | \$300 + escrow                                 |
| Escrow                     | - | \$5,000 (un-used monies returned to applicant) |

It should be noted that the application fees and escrow deposit should be posted with separate checks.

*Expected Referrals:*

As the site lies along NYS Route 403, the application will require referral to the Putnam County Department of Planning pursuant to GML 239m. NYS DOT will also be involved in the granting a "Highway Work Permit" for the driveway entrance. The applicant's consultant is currently working with the local DOT Permit Engineer on the required permit.

No other referrals were readily apparent. While it is the Board's usual practice to make referral of Site Plans to the local fire department, should they wish to comment on any issues relating to site access for emergency responders, this was not felt necessary as the application only concerns a single-family dwelling. Nevertheless, this decision will be made by the Planning Board during the Board's review of the Site Plan application, once filed.

At the conclusion of these discussions, the meeting ended.

c: Greg Wunner, Code Enforcement Officer  
Stephen Gaba, Esq.  
Applicant (c/o Badey & Watson, PC)



WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 6-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE").

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION.

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

Residential Contract of Sale

Contract of Sale made as of June 19, 2018 BETWEEN

Jean Berg and Francis Eder
21 Macintosh Dr., Poughkeepsie, NY 12603
Address: 37 Route 4032 Garrison, NY
Social Security Number /Fed. I. D.
No(s): Kristan Connolly

hereinafter called "Seller" and

Address: 475 Sprout Brook Rd., Garrison, NY 10524
Social Security Number /Fed. I. D.
No(s):

hereinafter called "Purchaser".

The parties hereby agree as follows:

1. Premises. Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", attached hereto and made a part hereof and also known as:

Street Address: 37 Route 403, Garrison, NY 10524
Tax Map Designation:

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway, Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. Personal Property. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV serials, weather vane, flagpole, pumps, shrubbery, fencing, outdoor statuary, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, refrigerator, freezer, air conditioning equipment and installations, wall to wall carpeting and built-ins not excluded below (strike out inapplicable items).

All in the number and condition as presently existing except as otherwise excluded below
Excluded from this sale are furniture and household furnishings and

3. Purchase Price. The purchase price is

payable as follows: \$ 121,975.00

(a) on the signing of this contract, by Purchaser's check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment");

(b) by allowance for the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by tender in the deed; \$ 11,500 12,488.00

(c) by a purchase money note and mortgage from Purchaser to Seller; \$

(d) balance at Closing in accordance with paragraph 7: \$ 100,750.00 108,777.00

4. Existing Mortgage (Delete if inapplicable) If there is subject to an existing mortgage as indicated in paragraph 3(b) above:

(a) The Premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable with

interest at the rate of \_\_\_\_\_ percent per annum, in monthly installments of \$ \_\_\_\_\_ which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on

(b) to the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing.

(c) If there is a mortgage escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.

(d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fee for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274-a of the Real Property Law ("Institutional Lender"), it may, instead of the certificate furnish a letter signed by a duly authorized officer, employee or agent, dated not more than 30 days before Closing, containing the same information.

(e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.

5. Purchase Money Mortgage (Delete if inapplicable) If there is to be a purchase money mortgage as indicated in paragraph 3(c) above:

(a) The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of \$ \_\_\_\_\_ for its preparation.

(b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than \_\_\_\_\_ percent per annum and the total debt service thereunder shall not be greater than \$ \_\_\_\_\_ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

6. Downpayment in Escrow. (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at

Putnam County National Bank until Closing or sooner termination if this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall (not) (Delete if inapplicable) hold the Downpayment in an interest-bearing account for the benefit of

the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that, although Escrowee is holding the Downpayment for Seller's account, for all other purposes Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.

(e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

7. **Acceptable Funds.** All money payable under this contract unless otherwise specified, shall be paid by:

(a) Cash, but not over \$1,000.00;  
(b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice to Purchaser;

(c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$500.00; and

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

~~\*Mortgage Contingency (Date if Inapplicable). The obligations of Purchaser hereunder are conditioned upon issuance, on or before the Commitment Date, of a written commitment from any Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \$\_\_\_\_\_ or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate of interest not to exceed \_\_\_\_\_ or initial adjustable rate of interest not to exceed \_\_\_\_\_ for a term of at least 25~~

years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender. Purchaser shall (a) make prompt application to an Institutional Lender for such mortgage loan, (b) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (c) pay all fees, points and charges required in connection with such application and loan, (d) pursue such application with diligence, (e) cooperate in good faith with such Institutional Lender to obtain such commitment and (f) promptly give Notice to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless Purchaser has accepted a commitment that does not comply with the requirements set forth above, Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, in which case this contract shall be deemed canceled and thereafter neither

party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27. If Purchaser fails to give notice of cancellation or if Purchaser shall accept a commitment that does not comply with the terms set forth above, then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph.

9. **Permitted Exceptions.** The Premises are sold and shall be conveyed subject to:  
(a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;  
(b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;  
(c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;  
(d) Real estate taxes that are a lien, but are not yet due and payable, and  
(e) The other matters, if any, including a survey exception, set forth in a Rider attached.

10. **Governmental Violations and Orders.** (a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date hereof by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.  
(b) ~~Notwithstanding to the extent of any obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.~~

11. **Seller's Representations.** (a) Seller represents and warrants to Purchaser that:

(i) The Premises abut or have a right of access to a public road;

(ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

(iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");

(iv) The Premises are not affected by any easements or statements of taxes; and

(v) Seller has been known by no other name for the past ten years, except

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

12. **Condition of Property.** Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in paragraph 16(f)), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

13. **Insurable Title.** Seller shall give and Purchaser shall accept such title as any reputable Title Insurance Company licensed in the State of New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

14. **Closing, Deed and Title.** (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a Bargain and Sale with Covenant Against Grantor's Acts deed in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser the simple title to the Premises, free of all encumbrances, except as otherwise hereto stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

(b) If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 949 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

15. Closing Date and Place. Closing shall take place at the office of Attorney for Seller

or about  
at 2:00 p.m. o'clock on December 4, 2018  
or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of:

16. Conditions to Closing. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

(b) ~~The delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a single family dwelling as of the date of Closing.~~

(c) ~~The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 31-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively the "Gains Tax Law") or if such sale shall not be exempt under the Gains Tax Law, Seller and Purchaser agree to comply in a timely manner with the requirements of the Gains Tax Law and, at Closing, Seller shall deliver to Purchaser (i) an official return showing no tax due, or (ii) an official return accompanied by a certified or official bank check drawn on a New York State banking institution payable to the order of the New York State Department of Taxation and Finance in the amount of the tax shown to be due thereon. Seller shall (x) pay promptly any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof and (y) indemnify, defend and save Purchaser harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorneys' fees) which may be suffered or incurred by Purchaser by reason of the nonpayment thereof.~~

~~The provisions of this subparagraph (c) shall survive Closing.~~

(d) ~~The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.~~

(e) ~~The delivery of the Premises and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises.~~

(f) ~~All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing.~~

(g) ~~If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detector alarm system as follows:~~

(h) ~~The delivery by the parties of any other affidavits required as a condition of recording the deed.~~

17. Deed Transfer and Recording Taxes. At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

18. Apportionments and Other Adjustments; Water Meter and Installation Assessments. (a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:

(i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (ii) fuel; (iii) interest on the existing mortgage; (iv) premiums on existing transferable insurance policies and renewals of those expiring prior to Closing; (v) rent charges; (vi) rents as and when collected;

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

(c) If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than 30 days before Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

(d) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

(e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

19. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

20. Use of Purchase Price to Remove Encumbrances. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's institutional lender clear of such matters. Upon notice (by telephone or otherwise), given not less than 3 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

21. Title Examination; Seller's Inability to Convey; Limitations of Liability. (a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to the mortgage contingency set forth in paragraph 6, after a mortgage commitment has been accepted by Purchaser. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(b) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract. (ii) If Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire) and the date for Closing shall be adjourned to a date specified by Seller not beyond such period, if for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjournment date. (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.

(c) If this contract is canceled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless canceled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

22. Affidavit as to Judgments, Bankruptcies, etc. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

23. Defaults and Remedies. (a) If Purchaser defaults hereunder Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to in law or in equity, including, but not limited to, specific performance.

14. **Purchaser's Lien.** All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

15. **Notice.** Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or

(b) delivered in person or by overnight courier, with receipt acknowledged to the respective addressee. The Escrowee shall also be notified in writing and the Escrowee, to whom the Notice is to be given, or to such other address as each party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

16. **No Assignment.** This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment shall be void.

17. **Broker.** Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale other than

**Coldwell Banker Residential Brokerage  
Twin Bridges Properties LLC**

("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs,

claims and expenses, including reasonable attorney's fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

18. **Misrepresentation.** All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract. It is completely understood that all representations and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) The Seller and Purchaser nor any provision thereof may be revised, changed or amended except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to sign in writing in any capacity in dates and time periods provided for in this contract.

(c) Any digital word or term herein shall also be read as in the print and the words shall include the masculine and feminine genders, whenever the sense of this contract may require it.

(d) The captions to this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

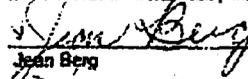
(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

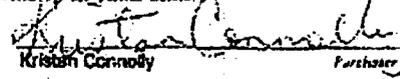
(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

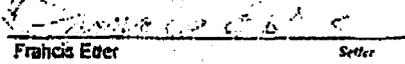
(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

**SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF**

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

  
Joan Berg Seller

  
Kristin Connolly Purchaser

  
Francis Eder Seller

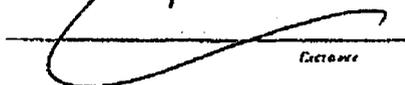
  
Luke P. Hupert Purchaser

Attorney for Seller:  
Cory A. Levine, P.C.  
Cory A. Levine, Esq.

Address:  
1251 Rt. 6  
Carmel, NY 12512  
Tel: (845) 225-0111 Fax: (845) 225-0110

Attorney for Purchaser:  
Luke P. Hupert  
Address:  
Croton on Hudson, NY 10520  
Tel: (914) 271-2100 Fax:

Receipt of the foregoing is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 6 above.

  
Escrowee

**Contract of Sale**

TITLE NO. \_\_\_\_\_

PREMISES

TO

Section  
Block  
Lot  
County or Town  
Street Number Address:  
37 Route 403, Garrison, NY 10524

**RIDER ATTACHED TO AND MADE A PART OF THE CONTRACT OF SALE BY AND AMONG:**

**AS SELLER: Jean Berg and Francis Eder**

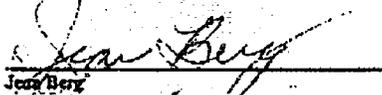
**AS PURCHASER: Kristan Connolly**

If any provision of the printed contract is inconsistent with any added words to said contract or this Rider, the terms of said added words and this Rider shall control with respect to the subject matter and the terms of this Rider shall be controlling as to said added words. The terms of an attached Lead and Property Condition Statement shall be incorporated into this rider as well.

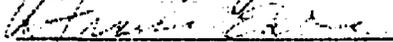
29. The acceptance of a deed by the Purchaser shall be deemed to be a full performance and discharge of every representation and warranty and every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Contract, except those provisions of this Contract which specifically survive closing.
30. All warranties, representations, covenants and statements made by Seller in this Agreement are made to the best of Seller's knowledge and without inspection.
31. Non-default notices by the parties may be made by facsimile or email transmission between the Attorneys.
32. In addition to paragraph 9 of the printed form of the contract of sale, the Premises are to be transferred subject to the following and the same shall not be deemed to be objections to title:
  - f. Any state of facts a survey, notes on any filed map or personal inspection would show and any covenants, restrictions, reservations, limitations, easements and rights of way of record provided that same do not render title uninsurable at customary rates
  - h. Mining and mineral rights in the heirs of Philipse provided the same are applicable and do not unreasonably prohibit or restrict the premises from use as a one family dwelling.
33. If a check written by or on behalf of the Purchaser does not clear and the same issue is not cured within 3 business days of the Purchaser being notified of the same, the Purchaser shall immediately tender the deed back to the Seller and be responsible for any reasonable costs incurred by the Seller as a result of said failure to clear.
34. Purchasers shall order a complete title search from a local title agent promptly upon receiving fully executed contracts of sale and provide notice to Seller's attorney of any objection to title (outside of the usual schedule "B" exceptions) within 5 business days of their receipt of the said search. Purchaser's title agent shall perform its work in the diligent manner (including, but not limited to title clearances) and with Seller's costs typical of the area where the property is located.

Any provision in the contract which indicates that receipt of title shall serve as notice to any objections shall not apply to 1) Those issues that are insurable but deemed unmarketable by the Purchaser; 2) Town approvals that are required by Purchaser but are not listed as violations in the title report. Regardless of any provisions regarding title or municipal requirements, Seller's obligations hereunder are contingent upon the Seller not being required to expend any sums over \$2,500.00 in order to eliminate title or municipal objections (other than mortgages).
35. The seller's attorney providing demand to the purchaser or its attorney for the downpayment shall constitute Seller's notice to the escrow agent of the demand for the downpayment. At any time, the Escrow Agent can "pay the money into court". The terms "reasonable attorneys' fees" in Par. 6 of the contract of sale, shall include the escrowee's time spent in any escrow dispute to be charged at its customary hourly rate.
36. The parties agree that no part of the purchase price is attributable to any tangible personal property that may be included in this sale, if any.
37. **Electronic Signatures:** The parties can sign this contract and scan and e-mail or fax it back to the other party for delivery of the contract of sale. An electronic signature shall have the same effect as an original signature, and the parties agree to be bound by the terms of this contract by the electronic signatures of all of the parties to this contract. Seller shall not be bound to the terms of this agreement until the down payment has been received by the Escrow Agent.
38. **Seller's Consent:** The Seller hereby gives permission to its attorney, Cory A. Levine, P.C. to contact its lenders for the purpose of procuring a mortgage payoff or any other issues as they relate to the Seller's mortgages. Seller also consents to the release of the Closing Disclosure to related professions (i.e. real estate agents)
39. **Attorney Authorization-** The parties hereby authorize their respective attorneys to agree to any changes in dates and time periods provided in this agreement (via e-mail or otherwise) and to initial any contract modifications or deletions.

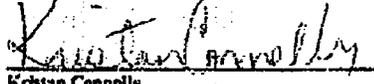
41. **Approval Contingency-** Purchaser's obligations hereunder are contingent upon its receipt of Board of Health approval and a Building permit for a single family house of no more than \_\_\_\_\_ bedrooms. If Purchaser does not receive said within 6 months of the date Purchaser receives fully executed contracts, either party may terminate this deal provided said party is not in default under this agreement. If either party terminates this contract pursuant to this clause, the Seller shall not be required to reimburse the Purchaser for any work performed by it or its agents and Purchaser shall forward copies of all applications and other related documents to Seller without cost. If a Mechanic's Lien is placed against the Property by Purchaser or its agents or another party as a result of work performed for Purchaser or its agents, Purchaser shall immediately have the same discharged against the property, said requirement shall not terminate with the termination of this agreement.



Jean Berg



Francis Edler



Kristan Connolly

\_\_\_\_\_

**RIDER TO CONTRACT OF SALE BY AND BETWEEN  
JEAN BERG and FRANCIS EDER, as Sellers and  
KRISTAN CONNOLLY, as Purchaser**

Notwithstanding any other term or provision of the printed form of the contract of sale, or any other Rider thereto, any of which this Rider supersedes, the parties by way of this separate rider hereby agree as follows:

**SELLER REPRESENTATIONS:** The Seller represent, to the best of their knowledge, there is no underground fuel storage tank on the Premises and that the property has not been used for the storage or disposal of hazardous materials.

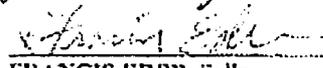
**APPROVAL CONTINGENCY:** Purchaser's obligations hereunder are contingent upon its receipt of Board of Health Approval and a Building Permit for a single family residence of no less than four bedrooms. In the event that Purchaser does not receive both Board of Health Approval and a Building Permit within six months of the date of this contract, either party may cancel this agreement, provided said party is not in default. Notwithstanding the foregoing, if the Purchaser is able to demonstrate that the delay in any said approval is not a result of an act or omission of the Purchaser, and that Purchaser has acted in good faith and proper diligence throughout the process, the Seller shall grant the Purchaser a three-month extension, provided Purchaser pay the carrying costs of the property during the term of the extension, and any subsequent extension.

**CONFLICT OF TERMS:** In the event of any conflict between the terms of this rider and those of the standard printed form to which it is annexed, the terms of this rider shall control.

**COUNTERPARTS:** This contract may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, whether delivered by hard copy or electronic means.

  
JEAN BERG, Seller

  
KRISTAN CONNOLLY, Purchaser

  
FRANCIS EDER, Seller

PERM 42 (09/09)

State of New York  
Department of Transportation

Highway Work Permit

Permit No.: 20180872664

Date Issued: 09/20/2018

Project ID No.:

Expiration Date: 11/15/2018



**\*Permittee 1:**

KRISTAN CONNOLLY

475 SPROUT BROOK ROAD

GARRISON, NY 10524

Emergency Contact: KRISTAN CONNOLLY

Emergency Number: 845-803-7148

Under the provisions of the Highway Law or Vehicle & Traffic Law, permission is hereby granted to the permittee to:

PERMITTEE TO CONSTRUCT NEW RESIDENTIAL DRIVEWAY LOCATED ON STATE ROUTE 403 IN THE TOWN OF PHILIPSTOWN PER DESIGN PLANS PROVIDED BY BADEY & WATSON SURVEYING & ENGINEERING P.C. AND PER ATTACHMENTS ADDED TO THIS HIGHWAY WORK PERMIT WHICH ARE ENFORCEABLE BY LAW. PRIOR TO ACCEPTANCE OF PERMIT WORK AND RETURN OF DEPOSIT, A NYSDOT REPRESENTATIVE SHALL CONDUCT A FINAL INSPECTION OF PERMIT WORK, VERIFYING THAT WORK PERFORMED, MEETS OR EXCEEDS DEPARTMENT REQUIREMENTS/ STANDARDS.

THE PERMITTEE IS RESPONSIBLE FOR TEMPORARY TRAFFIC CONTROL IN ACCORDANCE WITH THE NATIONAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NYS SUPPLEMENT. ANYONE WORKING WITHIN THE HIGHWAY RIGHT-OF-WAY SHALL WEAR HIGH-VISIBILITY APPAREL MEETING THE ANSI 107-2004 CLASS II STANDARDS AND A HARD HAT.

| County | Municipality | State Hwy | State Route | Beg Ref      | End Ref      |
|--------|--------------|-----------|-------------|--------------|--------------|
| PUTNAM | PHILIPSTOWN  | 8486      | 403         | 403 84011002 | 403 84011003 |

as set forth and represented in the attached application at the particular location or areas, or over the routes as stated therein, if required; and pursuant to the conditions and regulations general or special, and methods of performing work, if any; all of which are set forth in the application and form of this permit. See additional conditions on PAGE 2.

THIS PERMIT IS ISSUED BASED ON ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS BEING SATISFIED.

Dated at: Poughkeepsie Date Signed: 09/20/2018 Commissioner of Transportation By: Ed Goff

**IMPORTANT:**

THIS PERMIT, WITH APPLICATION AND DRAWING (OR COPIES THEREOF) ATTACHED, SHALL BE PLACED IN THE HANDS OF THE CONTRACTOR BEFORE ANY WORK BEGINS. THE HIGHWAY WORK PERMIT SHALL BE AVAILABLE AT THE SITE DURING CONSTRUCTION.

**BEFORE WORK IS STARTED AND UPON ITS COMPLETION, THE PERMITTEE ABSOLUTELY MUST NOTIFY:**

Michael Sassi, P.E. 845-878-6361

"UPON COMPLETION OF WORK", SECOND TO LAST PAGE, MUST BE COMPLETED, SIGNED BY THE PERMITTEE, AND DELIVERED TO THE RESIDENT ENGINEER.

7/31/18  
D.H.S.

**PUTNAM COUNTY DEPARTMENT OF HEALTH  
DIVISION OF ENVIRONMENTAL HEALTH SERVICES**

**CONSTRUCTION PERMIT FOR SEWAGE TREATMENT SYSTEM**

PERMIT # PH-17-15

Located at ROUTE 403, GARRISON Town or Village PHILIPSTOWN

Subdivision name --- Subd. Lot # --- Tax Map 82.7 Block 1 Lot 2

Date Subdivision Approved --- Renewal --- Revision ---

Owner/Applicant Name KRISTAL CONNOLLY Date of Previous Approval ---

Mailing Address 475 SPRING BROOK ROAD GARRISON, NY Zip 10524

Amount of Fee Enclosed \$500.00

Building Type RESIDENTIAL Lot Area 1.6 AC No. of Bedrooms 4 Design Flow GPD 6000

Fill Section Only --- Depth --- Volume ---  
**PCHD NOTIFICATION IS REQUIRED WHEN FILL IS COMPLETED**

Separate Sewerage System to consist of 1,250 gallon septic tank and 429 LF  
OF 24" WIDE ABSORPTION TRENCHES SPACED 60' ON CENTER

Other Requirements: ---

To be constructed by HAROLD LEA - ROME INC Address PUTNAM VALLEY, NY

Water Supply: --- Public Supply From --- Address ---

or: --- Private Supply Drilled by NORMAN ANDERSON Address PUTNAM VALLEY, NY

I represent that I am wholly and completely responsible for the design and location of the proposed system(s) and that the separate sewage treatment system described above will be constructed as shown on the approved amendment thereto and in accordance with the standards, rules and regulations of the Putnam County Department of Health, and that on completion thereof a "Certificate of Construction Compliance" satisfactory to the Public Health Director will be submitted to the Department, and a written guarantee will be furnished the owner, his successors, heirs or assigns by the builder, that said builder will place in good operating condition any part of said sewage treatment system during the period of two (2) years immediately following the date of the issuance of the approval of the Certificate of Construction Compliance of the original system or any repairs thereto.

Signed: [Signature] P.E. ✓ R.A. --- Date 07/20/18

Address BAILEY-WATSON, PC COLD SPRINGS, NY License # 072965

**APPROVED FOR CONSTRUCTION:** This approval expires two years from the date issued unless construction of the sewage treatment system has been completed and inspected by the PCHD and is revocable for cause or may be amended or modified when considered necessary by the Public Health Director. Any revision or alteration of the approved plan requires a new permit. Approved for discharge of domestic sanitary sewage only.

By: [Signature] Title: Design Eng Date: 8-30-18

White copy - HD File; Yellow copy - Building Inspector; Pink copy - Owner; Orange copy - Design Professional

# **Town of Philipstown**

**238 Main Street  
Cold Spring New York 10516**

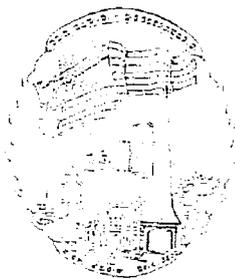
## **PLANNING BOARD**

### **SITE PLAN APPLICATION PACKAGE**

#### **MINOR PROJECT**

**Project Name:** Lowrey Residence

**Date:** October 3, 2018



# Town of Philipstown

Planning Board  
238 Main Street, PO Box 155  
Cold Spring, NY 10516

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

## Application for Planning Board Special Use & Site Plan Approval

Date: October 3, 2018      TM# 49.-3-81

Project Name: Lowrey Residence

Street Address: 80 Eyrie (a private road). See location map on plan.

Fee Amount: \$300.00      Received: \_\_\_\_\_

Bond Amount: \$5,000.00      Received: \_\_\_\_\_

---

### Applicant:

Name Susan T. Rodriguez, FAIA

Address 320 West End Avenue, Apt. 15-A  
New York, NY 10023

Telephone (212) 463-9021

### Design Professional: Surveyors & Engineers

Badey & Watson, P.C.

Address 3063 Route 9  
Cold Spring, NY 10516

Telephone (845) 265-9217

### Tenant: Architect

Name Susan T. Rodriguez, FAIA

Address 555 W. 25th Street  
New York, NY 10001

Telephone (212) 463-9021

### Property Owner

Name Charles F. Lowrey

Address 320 West End Avenue, Apt. 15-A  
New York, NY 10023

Telephone (212) 463-9021

TM# 49.-3-81

Project Name: Lowrey Residence

Project Description: Razing of a 5,300 square foot (floor area) single family residence and construction of a new 5,216 square foot (floor area) single family residence at essentially the same location.

**ZONING INFORMATION**

175-7 Zoning District: RC

175-10 Proposed Use: Single Family Residence

Proposed Accessory Use(s): Garage

**175-7 Overlay Districts on the property:**

|  | <u>Yes or No</u> |
|--|------------------|
| 175-13 Floodplain Overlay District -- NFIP Map ----- (FPO)     | <u>No</u>        |
| 175-18.1 Mobile Home Overlay District ----- (MHO)              | <u>No</u>        |
| 175-14 Cold Spring Reservoir Water Shed Overlay ----- (WSO)    | <u>No</u>        |
| 175-15 Scenic Protection Overlay ----- (SPO)                   | <u>Yes</u>       |
| 175-16 Aquifer Overlay District ----- (AQO)                    | <u>Yes</u>       |
| 175-18 Open Space Conservation Overlay District ----- (OSO)    | <u>Yes</u>       |
| 175-35 Within 100 foot buffer of Wetlands or Watercourse ----- | <u>Yes</u>       |
| 175-36 Steep Terrain -----                                     | <u>Yes</u>       |
| 175-36 Ridge Line Protection -----                             | <u>Yes</u>       |
| 175-37 Protection Agricultural -----                           | <u>No</u>        |

TM# 49.-3-81

Project Name: Lowrey Residence

**175-11 Density and Dimensional Regulations**

| Zoning District _____                        | Required | Existing | Proposed | Complies | Variance |
|--|----------|----------|----------|----------|----------|
| Minimum front yard setback                   |          |          |          |          |          |
| Measured from the travel way Town Road       | 60'      | 390'     | 410'     | Yes      | No       |
| Measured from the travel way County/State    | 60'      | NA       | NA       | NA       | No       |
| Minimum side yard setback                    | 30'      | 173'     | 173'     | Yes      | No       |
| Minimum side yard setback (2)                | 30'      | 488'     | 501'     | Yes      | No       |
| Minimum side yard setback (3)                | 30'      | NA       | NA       | NA       | No       |
| Minimum rear yard setback                    | 50'      | 536'     | 530'     | Yes      | No       |
| Maximum impervious surface coverage          | 10%      | 0.99%    | 0.92%    | Yes      | No       |
| Maximum height                               | 40'/30'* | 25'+/-   | 30'      | Yes      | No       |
| Maximum footprint non-residential structures | 6,000 SF | 850 SF   | 850 SF   | Yes      | No       |
|  |          |          |          |          |          |

\* Maximum building height is reduced to 30 feet due to area being within Ridgeline Protection Area

**SUBMISSION:**

**13 copies** with **one electronic file in .pdf format** of the following;

1. Pre-Application meeting decision and comments
2. Application
3. Proof of Ownership
4. Site Plan
5. A long-form Environmental Assessment Form or Draft Environmental Impact Statement.
6. An agricultural data statement as defined in §175-74, if required by §175-37C.
7. The Site Plan application fee, as established by the Town Board and any required escrow deposit for review costs, as required by the Planning Board.
8. FEE: \$300.00 Received: \_\_\_\_\_
9. Escrow: \$5,000.00 Received: \_\_\_\_\_

## Town of Philipstown Town Code Chapter 175

### ARTICLE IX SPECIAL PERMITS AND SITE PLAN REVIEW

#### §175-60 PURPOSE AND APPLICABILITY

**A.** It is the policy of the Town of Philipstown to allow a variety of uses of land, provided that such uses do not adversely affect neighboring properties, the natural environment, or the rural and historic character of the Town. Many uses are therefore permitted only upon issuance of a Special Permit by the Planning Board, in order to ensure that these uses are appropriate to their surroundings and consistent with the purposes of this Chapter. Some uses are allowed by right, subject only to Site Plan approval (see Use Table in §175-10). Communication towers, soil mines, and certain solar and wind energy facilities (see §175-30E (2)) require a Special Permit issued by the Zoning Board of Appeals. Adult entertainment uses and uses not listed on the Use Table (if not prohibited by §175-10C) require a Special Permit issued by the Town Board. In reviewing Special Permit applications, the Town Board and Zoning Board of Appeals shall follow the procedures and standards established for the Planning Board in this Article IX.

**B.** Accessory uses or structures used in connection with a Special Permit or Site Plan use shall be subject to the same approval requirements as the principal structure or use. Accessory structures used in connection with an institutional use in the IC district are governed by the provisions in §175-10J.

#### **C. Minor and Major Projects**

In order to tailor the scope of a project review to the scale of a project, applications are divided into two categories, major and minor. In recognition of their lesser impact, minor projects involve simpler application materials, a more streamlined review process, and less detailed findings requirements, while major projects undergo a more detailed and rigorous review procedure because of their greater impact. The classification system does not apply to development allowed by right without review by the Planning Board, Zoning Board of Appeals, or Town Board.

**1. A Minor Project is a Special Permit or Site Plan application for a project that does not exceed any of the following thresholds (over a five-year period):**

- a. Construction of four multi-family dwelling units or a lodging facility with six bedrooms.
- b. Construction of facilities or structures for a non-residential use covering 3,000 square feet of building footprint.
- c. Alteration of existing structures or expansion of such structures by 1,000 square feet.
- d. Conversion of existing structures totaling 5,000 square feet to another use.
- e. Alteration and active use of 10,000 square feet of land, with or without structures.
- f. Construction of a structure that is 50 feet in height above average grade level (provided that it otherwise complies with this Chapter or is the subject of an area variance).

**2. A Major Project is a Special Permit or Site Plan application exceeding any of the Minor Project thresholds.**

**D.** In reviewing any project subject to special permit or site plan approval, the reviewing board should consider —Putnam County Pathways: A Greenway Planning Program Linking Putnam’s Open Space, Historic, Cultural and Economic Resources,|| as amended from time to time, as a statement of land use policies, principles and guides.

## **175-62 A. PRE-APPLICATION MEETINGS.**

Before filing an application, a preliminary conference with the Zoning Administrative Officer and/or the Town Planner is required to discuss the nature of the proposed use and to classify it as a major or minor project. If the Zoning Administrative Officer classifies the project as a major project, a preliminary meeting with the Planning Board is required to discuss the nature of the proposed use and to determine the information that will need to be submitted in the site plan.

## **175-67 PROCEDURE FOR MINOR PROJECT SITE PLAN APPROVAL**

The procedure for Minor Project Site Plan approval by the Planning Board shall be the same as prescribed in §175-66 for Major Projects, except for the following:

**A.** A short-form Environmental Assessment Form (EAF) will normally be required. If the application is classified as a "Type I" action under the State Environmental Quality Review Act, a long-form EAF shall be required. The Planning Board, at its discretion, may require the long-form Environmental Assessment Form for any application categorized as "unlisted" under SEQRA.

**B.** A Minor Project application fee established by the Town Board shall be paid, and an escrow deposit may be required to cover review costs at the discretion of the Planning Board.

**C.** A Minor Project Site Plan application shall contain the following information. For non-agricultural structures, the Planning Board may request additional information listed in §175-65B if the Board deems it essential to conduct an informed review. Minor Project Site Plan application materials may be prepared by a licensed professional engineer, surveyor, architect, or landscape architect, but the Planning Board shall not require this unless the services of such professionals are necessary to provide accurate information or are otherwise required by law.

### **SITE PLAN CHECK LIST**

1. A sketch of the parcel on a location map (e.g. a tax map) showing boundaries and dimensions of the parcel and identifying contiguous properties that are within 200 feet of the proposed structure and any known easements or rights-of-way and roadways.
2. Existing features of the site lying within 200 feet of the proposed structure, including land and water areas, water or sewer systems, and the approximate location of all structures within 200 feet of the proposed structures.
3. The proposed location and arrangements of structures and uses on the site, including means of ingress and egress, parking, and circulation of traffic.
4. A sketch of any proposed structures (including signs), showing exterior dimensions and elevations of front, side, and rear views; copies of available blueprints, plans, or drawings.
5. A concise description of the project describing the intended use of proposed structures (including signs) and any changes in the existing topography and natural features.
6. The name and address of the applicant and any professional advisors, and the authorization of the owner if the applicant is not the owner.
7. If the parcel contains a stream, wetland, or floodplain, a copy of the floodplain map and wetland map that corresponds with the boundaries of the property.

**D.** No public hearing is required for a Minor Project Site Plan. The Planning Board may, in its sole discretion, hold a public hearing following the procedures in §175-66 F. If no public hearing is held, the Planning Board shall give notice to the Putnam County Department of Planning and Development and to farm operators as required in §175-62 E and F and render a decision within 45 days of its receipt of a complete Site Plan application.

A minor project site plan shall be referred to the Conservation Board if it is located within the OSO, WSO, SPO, or FPO Districts, or within a Visible Ridgeline No-Build Area or a Hillside Protection Area. The Conservation Board shall have 20 days to report its recommendations to the Planning Board after which time the Planning Board may act without receiving a recommendation. The Planning Board shall take the Conservation Board's recommendations into consideration and if it does not follow such recommendations, it shall provide a written explanation of its reasons for not doing so.

**In order to approve a minor project site plan**, the Planning Board must find that the proposal is generally consistent with the criteria in §175-65 D and will not adversely affect neighboring properties.

#### **175-65 D. Criteria**

In reviewing Site Plans, the Planning Board shall ensure that the application complies with all applicable provisions of this Chapter, including the environmental performance standards in §175-40. The Planning Board shall also consider apply the criteria set forth below. The Planning Board may also refer for non-binding guidance to the three-volume set of illustrated design guidelines published by the New York Planning Federation in 1994, entitled *Hamlet Design Guidelines, Building Form Guidelines, and Rural Design Guidelines*. The Planning Board may also refer to the —Design Handbook|| adopted by the Philipstown Planning Board as advisory guidelines for the Route 9 Corridor as well as any other design guidelines that it adopts from time to time as non-binding advisory material. In applying the criteria contained in this subsection and the reference documents above, the Planning Board shall take into consideration the location, character, and context of proposed development and adapt these criteria to the setting (*e.g.* rural, hamlet, institutional, suburban, industrial) as appropriate.

#### **1. Layout and Design**

✓ a. To the maximum extent practicable, development shall be located to preserve the natural features of the site and to avoid wetland areas, steep slopes, significant wildlife habitats, and other areas of environmental sensitivity. The placement and design of buildings and parking facilities shall take advantage of the site's topography, existing vegetation, and other pertinent natural features. The Planning Board may require that an applicant prepare a conservation analysis as described in §175-20A of this Chapter.

N/A b. All structures in the plan shall be integrated with each other and with adjacent structures and shall have convenient access between adjacent uses. Structures shall, where practical, be laid out in the pattern of a traditional hamlet.

✓ c. Except for retail and service businesses that require visibility, the visual impact of structures from public roads shall be minimized through the use of vegetative screening, topography, and colors that blend with the natural surroundings. Structures that are visible from public roads shall be compatible with each other and with traditional structures in the surrounding area in architecture, design, massing, materials, proportion, texture, color, and placement. Building components such as windows, roof lines and pitch, doors, eaves, and parapets shall be compatible with historic structures in the Town. Vertical, double-hung windows and steeply pitched roofs are encouraged but will not be required. Rooftop and ground level mechanical equipment shall be screened from public view using materials harmonious with the building, or shall be located where they are not visible from any public ways or other adjacent properties.

NA d. Where appropriate, setbacks shall maintain and continue the existing setback pattern of surrounding properties.

NA e. The Planning Board shall encourage the creation of landscaped parks or squares easily accessible by pedestrians.

NA f. Trademarked architecture which identifies a specific company by building design features shall be prohibited, unless the applicant can demonstrate that the design is compatible with the historic architecture of the Town or the Building Form Guidelines.

g. Impacts on historic and cultural resources shall be minimized.

h. Newly installed utility service systems and service modifications necessitated by exterior alterations shall be installed underground. When feasible, existing aboveground utility service systems shall be placed underground.

i. Buildings shall have a finished exterior on all sides.

NA j. Metal buildings that are principal buildings (larger than a small storage building in an unobtrusive location) shall be of color consistent with earth tones; shall have sufficient fenestration and trim to break continuums of metal wall areas; and shall have brick, stone, wood trim or composite materials providing a similar appearance, and features combined with the basic metal enclosure. A complete package of elevations shall accompany any proposal for a metal building.

**2. Landscaping and screening. Landscaping shall be provided and permanently maintained as follows:**

       a. All areas of the lot not covered by buildings and other structures, outside storage and approved paving shall be suitably landscaped with trees and/or shrubs, lawns or other suitable landscaping or shall be left as natural terrain, if not disturbed by filling, grading or excavation.

NA b. In the HC and OC districts, a strip of land not less than 20 feet in width and located in the area required for a building setback from a residence district boundary line, or all of such setback area on the lot if less than 20 feet in width, shall be left and maintained in its natural state if already wooded or shall be landscaped with evergreen trees planted to grow into a dense evergreen buffer strip within five years.

NA c. In the M district, a strip of land not less than 30 feet in width and located in the area required for a building setback from a residence district boundary line, or all of such setback area on the lot if less than 30 feet in width, shall be left and maintained in its natural state if already wooded or shall be landscaped with evergreen trees planted to grow into a dense evergreen buffer strip within five years.

d. Off-street parking and loading areas shall be provided with landscaped planting islands within or border landscaping adjacent to such area in such a manner as to enhance the appearance of the area. Any parking area accommodating 20 or more cars shall be provided with not less than one tree for each 20 cars or fraction thereof, which trees shall be not less than three inches diameter at breast height and 10 feet in height.

NA e. Landscaping, including grading, provided in the area required for a building setback from the street line or center line of U.S. Route 9 shall be of a type, size and height as to avoid obstruction of minimum sight lines along the highway as well as from access driveways onto the highway, whether located on the lot or any other lot, as specified by the State Department of Transportation.

f. All landscaping materials shall be of a type and/or species suitable for the location of the lot in the Town and suitable for the soil conditions on the lot and shall be planted and maintained in accordance with good landscaping practice. Landscaping shall be designed to facilitate conservation of the environment and preservation

of community aesthetic character. This shall be accomplished through the use of native plant material and the retention of existing natural vegetation, thereby reducing or eliminating the need for irrigation, pesticides, herbicides, and fertilizers.

g. All landscaping, including growing materials, that are specified on an approved landscape plan for a site shall be well maintained to carry out the intent of the landscape plan. Failure to maintain healthy landscaping associated with a site plan approval will be a violation of said approval.

NA h. Trees, shrubs and other plant materials which die or are otherwise not in a condition to fulfill the approved landscape plan shall be replaced in the next planting season by similar plant material.

NA i. Fences and walls used for landscaping and screening shall be made of natural materials such as wood, stone or brick or otherwise effectively landscaped.

NA j. Landscaping shall be an integral part of the entire project area and shall buffer the site from and/or integrate the site with the surrounding area, as appropriate.

k. Existing native tree stock eight or more inches in diameter at breast height shall be protected and preserved to the extent possible to retain valuable community natural resources and promote energy conservation by maximizing the cooling and shading effects of trees. The preservation of mature plant species, hedge rows, wetlands, and woodlots shall be encouraged and included as a design element in the development of the site.

NA l. If deemed appropriate for the site by the Planning Board, shade trees at least six feet tall and two-inch caliper shall be planted and maintained at 20- to 40-foot intervals along roads at a setback distance acceptable to the Highway Superintendent.

### **3. Parking, Circulation, and Loading**

a. Roads, driveways, sidewalks, off-street parking, and loading space shall be safe, and shall encourage pedestrian movement.

NA b. Vehicular and pedestrian connections between adjacent sites shall be provided to encourage pedestrian use and to minimize traffic entering existing roads. The construction of connected parking lots, service roads, alleys, footpaths, bike paths, and new public streets to connect adjoining properties shall be required where appropriate.

c. Off-street parking and loading standards in §175-38 shall be satisfied.

NA d. Access from and egress to public highways shall be approved by the appropriate highway department, including Town, County, and State.

e. All buildings shall be accessible by emergency vehicles.

NA f. Parking spaces shall have wheel stops or curbs to prevent injury to trees and shrubs planted in landscaped islands.

NA g. Bicycle parking spaces and racks shall be provided in an area that does not conflict with vehicular traffic. Designated van/car pool parking, and other facilities for alternatives to single occupancy vehicle use shall be provided wherever possible.

NA h. In developments where links to schools, churches, shopping areas, trails, greenbelts, and other public facilities are feasible, or where a trail connection is recommended in the Comprehensive Plan or in a Town Open Space Plan, a trail corridor shall be reserved on the approved Site Plan for this purpose.

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

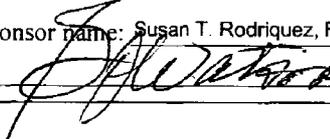
| <b>Part 1 - Project and Sponsor Information</b>  |                                     |   |   |    |     |                                     |                                     |
|--|-------------------------------------|---|---|----|-----|-------------------------------------|-------------------------------------|
| Name of Action or Project:<br>Lowrey Residence   |                                     |   |   |    |     |                                     |                                     |
| Project Location (describe, and attach a location map):<br>80 Eyrie (a private road), Garrison, NY. See attached Map.  |                                     |   |   |    |     |                                     |                                     |
| Brief Description of Proposed Action:<br>Approval of the razing of a 5,300 SF (Floor Area) single family residence and replacing it with a new 5,216 SF (Floor Area) single family residence.  |                                     |   |   |    |     |                                     |                                     |
| Name of Applicant or Sponsor:<br>Susan T Rodriquez, FAIA   |                                     | Telephone: (212) 463-9021               |   |    |     |                                     |                                     |
|  |                                     | E-Mail: srodriguez@str-architecture.com |   |    |     |                                     |                                     |
| Address:<br>320 West End Avenue, Apartment 15-A  |                                     |   |   |    |     |                                     |                                     |
| City/PO:<br>New York   |                                     | State:<br>NY                            | Zip Code:<br>10023  |    |     |                                     |                                     |
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?<br>If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.   |                                     |   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | NO | YES | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| NO   | YES                                 |   |   |    |     |                                     |                                     |
| <input checked="" type="checkbox"/>  | <input type="checkbox"/>            |   |   |    |     |                                     |                                     |
| 2. Does the proposed action require a permit, approval or funding from any other governmental Agency?<br>If Yes, list agency(s) name and permit or approval:<br>Putnam County Health Department – Approval to connect existing SSTS to new home  |                                     |   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> | NO | YES | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| NO   | YES                                 |   |   |    |     |                                     |                                     |
| <input type="checkbox"/>   | <input checked="" type="checkbox"/> |   |   |    |     |                                     |                                     |
| 3.a. Total acreage of the site of the proposed action?   |                                     | 68.67 acres                             |   |    |     |                                     |                                     |
| b. Total acreage to be physically disturbed?   |                                     | 0.54 acres                              |   |    |     |                                     |                                     |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?   |                                     | 93.95 acres                             |   |    |     |                                     |                                     |
| 4. Check all land uses that occur on, adjoining and near the proposed action.  |                                     |   |   |    |     |                                     |                                     |
| <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)<br><input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____<br><input type="checkbox"/> Parkland |                                     |   |   |    |     |                                     |                                     |

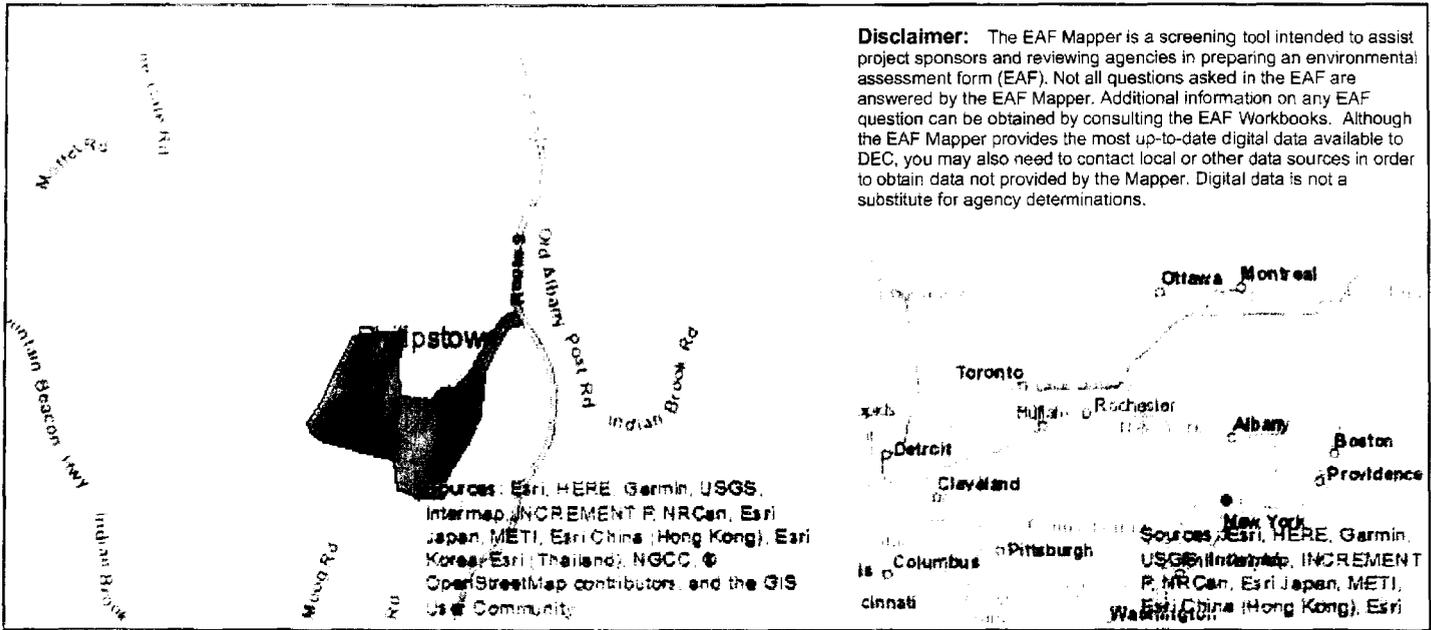


|   |  |  |
|---|--|--|
| <p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> | <p>NO</p> <p><input checked="" type="checkbox"/></p> | <p>YES</p> <p><input type="checkbox"/></p> |
| <p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p>   | <p>NO</p> <p><input checked="" type="checkbox"/></p> | <p>YES</p> <p><input type="checkbox"/></p> |
| <p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p>   | <p>NO</p> <p><input checked="" type="checkbox"/></p> | <p>YES</p> <p><input type="checkbox"/></p> |

**I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**

Applicant/sponsor name: Susan T. Rodriguez, FAIA Date: October 3, 2018

Signature:  Surveyor for Applicant



|   |   |
|---|---|
| Part 1 / Question 7 [Critical Environmental Area]               | No  |
| Part 1 / Question 12a [National Register of Historic Places]    | No  |
| Part 1 / Question 12b [Archeological Sites]                     | Yes   |
| Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| Part 1 / Question 15 [Threatened or Endangered Animal]          | Yes   |
| Part 1 / Question 15 [Threatened or Endangered Animal - Name]   | Northern Long-eared Bat   |
| Part 1 / Question 16 [100 Year Flood Plain]                     | No  |
| Part 1 / Question 20 [Remediation Site]                         | No  |



Michael C Barolotti, County Clerk  
 Putnam County Office Building  
 40 Gleneida Avenue Room 100  
 Carmel, New York 10512



ACS-00000000408462-00000000800825-018

**Endorsement Page**

Document # 1501529                      Drawer # 07                      Recorded Date: 06/23/2017  
 Document Type: DEED                      Book 2047      Page 297                      Recorded Time: 3:00:16 PM  
 Document Page Count: 18                      Receipt # 10250

**PRESENTER:**

RG AGENCY  
 1000 NORTH DIVISION STREET  
 P.O. BOX 431  
 PEEKSKILL, NY 10566

**RETURN TO:**

STEPHEN G. TOMANN, ESQ.  
 1705 ROUTE 9D  
 PO BOX 313  
 COLD SPRING, NY 10516

**PARTIES**

**GRANTOR**

WALTER R YETNIKOFF

**GRANTEE**

CHARLES F LOWREY

**FEE DETAILS**

|                                  |           |                  |
|----------------------------------|-----------|------------------|
| Consideration:                   |           | \$2,250,000.00   |
| 1501529                          |           |                  |
| DEED                             | 18        | 110.00           |
| FP-584                           | -         | 5.00             |
| CULTURAL EDUCATION               |           | 15.00            |
| RECORD MANAGEMENT                |           | 5.00             |
| RP-5217 RESID/AGRIC              |           | 125.00           |
| TRANSFER TAX                     |           | 31,500.00        |
| <b>AMOUNT FOR THIS DOCUMENT:</b> |           | <b>31,760.00</b> |
| RETT #                           | 000002301 |                  |

RESERVED FOR CERTIFICATION

THIS DOCUMENT WAS EXAMINED PURSUANT TO S315  
 REAL PROPERTY LAW

EXEMPTIONS

RESERVED FOR CLERKS NOTES

Michael C. Bartolotti  
 Putnam County Clerk

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

**THIS INDENTURE**, made the 20 day of June, 2017

**BETWEEN**

**WALTER R. YETNIKOFF**, residing at  
80 Eyrie, Garrison, New York 10524

party of the first part, and

**CHARLES F. LOWREY**, residing at  
320 West End Avenue, Apt 15-A, New York, NY 10023

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of  
TEN Dollars and 00/100-----(\$10.00)-----dollars,

lawful money of the United States, and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Philipstown, County of Putnam and State of New York, more particularly described on Schedule "A" attached hereto and made a part hereof.

Being and intended to be the same premises as those conveyed to WALTER R. YETNIKOFF by deed dated 4/28/1995 and recorded in the Putnam County Clerk's Office on 5/19/1995 in Liber1291 Page 58.

**PREMISES ARE NOT SUBJECT TO A CREDIT LINE MORTGAGE**

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

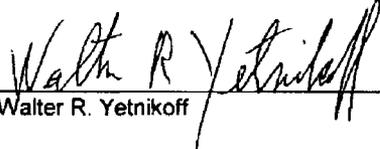
**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

In Presence of:

  
Walter R. Yetnikoff

Title No. RGP 21338

**Schedule A**  
(description)

**PARCEL 1**

ALL that certain parcel of land situate in the Town of Philipstown, County of Putnam and State of New York that was heretofore conveyed by John Whedbee to Libbi F. Gerry by that certain deed dated May 27, 1971, and recorded in the Putnam County Clerk's Liber 694 of deeds at page 657, that by more recent survey is bounded and described as follows.

**BEGINNING** at a point on the westerly line of U.S. Route 9, State Highway 5156 (ROUTE 9), where it is met by the line dividing the lands herein described on the south from lands formerly of Galligan and now or formerly of Gerry, which lands are being simultaneously conveyed to Walter R. Yetnikoff by separate deed, on the north, which point occupies coordinate position

N 516,639.26 (y)  
E 614,802.61 (x)

of the New York State Coordinate System, East Zone and which point is distant the following courses:

S 77°09'30" W 10.50 feet  
S 17°33'10" E 42.13 feet  
S 23°04'00" E 56.24 feet and  
S 21°14'40" E 50.02 feet

as measured southerly along the westerly line of ROUTE 9 from another point thereon that is marked by a concrete monument and occupies coordinate position

Title No. RGP 21336  
**Schedule A Cont'd**  
(description)

PARCEL 1 cont'd

N 516,780.12 (y)  
E 614,759.99 (x)

of the said New York State Coordinate System, East Zone.

**THENCE** from the said point of beginning southerly along the westerly line of ROUTE 9 the following courses:

S 22°12'30" E 78.77 feet  
S 26°29'20" E 53.53 feet and  
S 36°49'46" E 45.10 feet

to a point at the line of lands formerly of Whedbee, formerly of Wendt and now or formerly of Gerry, which lands are also being simultaneously conveyed to Walter R. Yetnikoff by separate deed. Thence along the said lands of Gerry the following, first

S 70°09'40" W 166.79 feet and  
S 37°09'40" W 238.49 feet

then on a tangent curve to the left, the central angle of which is 8°30'00", the radius of which is 400.00 feet for 59.34 feet then

S 28°39'40" W 409.03 feet

then on a tangent curve to the right, the central angle of which is 2°41'43", the radius of which is 700.00 feet for 32.93 feet and then the following courses:

S 04°54'40" W 374.56 feet  
S 02°45'40" W 172.80 feet and  
S 25°12'10" W 396.69 feet

to a point in the center of a stone wall and on the line of lands formerly of Nobile and now or formerly of Stefano. Thence along the center of the said stone wall and the said Stefano lands

N 20°28'44" W 19.34 feet

Title No. RGP 21336

**Schedule A Cont'd**  
(description)

PARCEL 1 cont'd

to a point. Thence leaving the said stone wall but still along the said Stefano lands and along lands formerly of Nobile and now or formerly of Cella and along lands formerly of Nobile and now or formerly of Breslin and in part along the center of another stone wall the following courses

S 29°44'40" W 490.39 feet  
S 28°03'00" W 23.73 feet  
S 27°50'42" W 59.98 feet  
S 36°05'00" W 108.00 feet  
S 03°23'00" W 37.50 feet  
S 07°30'00" W 41.17 feet  
S 02°28'00" E 31.29 feet  
S 01°39'42" W 30.86 feet and  
S 09°41'41" E 23.59 feet

to a point in the intersection of still another stone wall, which point is a corner of the said Breslin lands that occupies coordinate position

N 514,161.21 (y)  
E 613,772.16 (x)

of the New York State Coordinate System, East Zone and which point is now designated POINT A and which point is the point of beginning of Right-of-Way A, the first right-of-way hereinafter described. Thence still along the said Breslin lands, the center of the last mentioned stone wall and the northerly terminus of Right-of-Way A

S 82°47'40" W 50.07 feet

to a point that is a corner of lands formerly of Neubaker and now or formerly of Genth and Rosenmiller. Thence along the said Genth and Rosenmiller lands and still along the last mentioned stone wall the following courses:

S 82°47'40" W 55.45 feet  
S 86°00'40" W 75.60 feet  
N 89°07'20" W 81.10 feet  
N 72°24'36" W 36.24 feet

Title No. RGP 21336

**Schedule A Cont'd**  
(description)

PARCEL 1 cont'd

N 80°26'05" W 34.77 feet and  
S 05°46'13" W 55.26 feet

to a point at the line of lands formerly of Ahlers and now or formerly of Edelstein,  
which point occupies coordinate position

N 514,105.71 (y)  
E 613,436.58 (x)

of the New York State Coordinate System, East Zone and which point is now  
designated POINT B and which point is the point of beginning of Right-of-Way  
B, the second right-of-way hereinafter described. Thence along the said Edelstein  
lands and the northerly line of Right-of-Way B

N 55°14'30" W 211.48 feet and  
N 77°00'47" W 107.94 feet

to a point at the line of lands formerly of Whedbee and Popkin and now shown on  
that certain "Subdivision...for Mildred Popkin...," which was filed in the Putnam  
County Clerk's office on April 23, 1974 as Map No. 1385. Thence along the said  
lands shown on Filed Map No. 1385 and mostly along the center of a stone wall  
the following courses:

N 08°35'50" W 407.29 feet  
N 73°05'23" W 62.76 feet  
N 75°58'20" W 321.41 feet  
N 74°40'22" W 104.06 feet  
N 87°22'28" W 13.21 feet  
N 77°31'05" W 75.10 feet  
N 74°02'00" W 103.02 feet  
N 71°36'48" W 36.90 feet  
N 74°28'45" W 118.99 feet  
N 81°02'37" W 25.74 feet  
N 74°18'29" W 172.58 feet  
N 70°10'42" W 21.19 feet  
N 53°15'47" W 35.37 feet  
N 49°32'44" W 128.66 feet

Title No. RGP 21336

**Schedule A Cont'd**  
(description)

PARCEL 1 cont'd

N 36°36'51" W 9.44 feet  
N 26°59'54" W 113.74 feet  
N 57°40'36" W 6.55 feet and  
N 32°28'23" W 14.45 feet

to a point at the intersection of another stone wall and the line of lands formerly of Eden Park County Club, Inc. and now or formerly of Crane. Thence along the said Crane lands and the center of the stone wall, the following courses:

N 35°10'20" E 233.84 feet  
N 35°49'30" E 208.95 feet  
N 26°19'10" E 325.20 feet  
N 25°39'40" E 146.59 feet and  
N 26°00'20" E 411.19 feet

to the intersection of another stone wall. Thence still along the said Crane lands and the center of the last mentioned stone wall, the following courses:

N 82°01'00" E 211.84 feet  
N 84°58'40" E 194.32 feet  
N 82°54'10" E 188.94 feet  
N 74°19'40" E 59.42 feet  
S 87°01'20" E 27.81 feet  
N 82°24'40" E 25.76 feet  
N 76°30'24" E 29.84 feet  
N 89°31'39" E 9.55 feet and  
S 72°48'44" E 3.89 feet

to a point at the line of lands formerly of Galligan and now or formerly of Sterling and Lavori. Thence along the said Sterling and Lavori lands the following courses:

S 16°14'00" W 247.89 feet  
S 14°20'40" W 193.68 feet and  
S 00°24'50" E 148.44 feet

Title No. RGP 21336  
Schedule A Cont'd  
(description)

PARCEL 1 cont'd

to a point at the line of lands formerly of Galligan and now or formerly of Gerry, which lands are being simultaneously conveyed to Walter R. Yetnikoff by separate deed. Thence along the said Gerry lands the following courses:

S 02°51'30" E 282.06 feet  
S 04°06'30" E 49.05 feet and  
S 83°27'20" E 522.35 feet

to a point on the westerly line of Right-of-Way C, the third right-of-way hereinafter described. Thence still along the said Gerry lands and along the westerly and southerly lines of Right-of-Way C the following, first on a non-tangent curve to the left, the center of which bears S 63°59'00" E, the central angle of which is 125°17'10", the radius of which is 75.00 feet for 164.00 feet, then on a curve compounding to the left, the central angle of which is 67°56'10", the radius of which is 125.00 feet for 148.21 feet, then

N 12°47'40" E 52.08 feet

then on a tangent curve to the right, the central angle of which is 26°06'00", the radius of which is 175.00 feet for 79.72 feet, then

N 38°53'40" E 368.15 feet

then on a tangent curve to the left, the central angle of which is 10°14'00", the radius of which is 525.00 feet for 93.77 feet, then

N 28°39'40" E 409.03 feet

then on a tangent curve to the right, the central angle of which is 8°30'00", the radius of which is 575.00 feet for 85.30 feet, then

N 37°09'40" E 238.49 feet

then on a tangent curve to the right, the central angle of which is 33°00'00", the radius of which is 175.00 feet for 100.79 feet and then

N 70°09'40" E 144.16 feet

Title No. RGP 21336  
**Schedule A Cont'd**  
(description)

PARCEL 1 cont'd

to the point or place of beginning, containing 68.671 acres, more or less.

**TOGETHER WITH** the right-of-way now designated **RIGHT-OF-WAY A**, in common with others, between the premises hereinabove described and Indian Brook Road over those portions of lands formerly of Ahlers and now or formerly of Breslin and lands formerly of Ahlers and now or formerly reputedly of Beckhard that collectively is bounded and described as follows.

**BEGINNING** at the corner of lands now or formerly of Breslin that was hereinabove designated "POINT A," which point is marked by the intersection of two stone walls and which point occupies coordinate position

N 514,161.21 (y)  
E 613,772.16 (x)

of the New York State Coordinate System, East Zone.

**THENCE** from the said point of beginning through the said Breslin lands

S 04°10'02" E 150.69 feet

to a point. Thence still through the said Breslin lands and continuing along the line dividing the said Breslin lands from lands formerly of Ahlers and now or formerly reputedly of Beckhard

S 89°20'22" E 285.71 feet and  
N 19°27'21" E 50.80 feet

to a point. Thence through the said lands formerly of Ahlers and now or formerly reputedly of Beckhard and continuing along the line dividing the said lands reputedly of Beckhard on the west from lands formerly of Ahlers and now or formerly of Goldman on the east

S 07°33'58" E 284.12 feet

Title No. RGP 21336

**Schedule A Cont'd**

(description)

PARCEL 1 cont'd

to a point on the northerly line of Indian Brook Road. Thence westerly along the northerly line of Indian Brook Road

S 77°52'04" W 50.16 feet

to a point at the line of lands formerly of Neubaker and now or formerly of Tonyes. Thence along the said Tonyes lands and continuing through the aforementioned lands of Breslin

N 07°33'58" W 194.65 feet and

N 89°20'22" W 311.79 feet

to a point at the line of lands formerly of Neubaker and now or formerly of Genth and Rosenmiller. Thence along the said Genth and Rosenmiller lands

N 04°10'06" W 195.56 feet

to a point on the southerly line of the lands hereinabove described. Thence along the southerly line of the lands hereinabove described

N 82°47'40" E 50.07 feet

to POINT A, the point or place of beginning of this easement.

**TOGETHER WITH** the Right-of-Way, now designated **RIGHT-OF-WAY B**, in common with others, between the premises hereinabove described and Indian Brook Road over that portion of lands formerly of Ahlers and now or formerly of Edlestein that is bounded and described as follows.

**BEGINNING** at the corner of lands now or formerly of Edlestein that was hereinabove designated "POINT B," which point is in the center of a stone wall and which point occupies coordinate position

N 514,105.71 (y)

E 613,436.58 (x)

of the New York State Coordinate System, East Zone.

Title No. RGP 21336  
**Schedule A Cont'd**  
(description)

PARCEL 1 cont'd

**THENCE** from the said point of beginning along the line dividing the said lands now or formerly of Edlestein on the west from lands formerly of Neubaker and now or formerly of Genth and Rosenmiller on the east the following courses:

S 08-53-46 W 31.48 feet  
S 13-26-43 W 15.90 feet and  
S 02-59-50 W 8.07 feet

to a point at the line of lands formerly of Ahlers and now or formerly of Homola. Thence along the northerly and westerly lines of the said Homola lands and continuing through the said Edlestein lands the following courses:

N 55°14'30" W 225.62 feet  
N 77°00'47" W 87.38 feet  
S 78°17'16" W 93.48 feet  
S 28°44'50" W 130.52 feet  
S 06°39'38" E 456.79 feet  
S 08°43'00" W 89.15 feet and  
S 11°34'26" E 197.83 feet

to a point on the northerly line of Indian Brook Road. Thence westerly along the northerly line of Indian Brook Road the following courses:

S 38°26'13" W 15.59 feet  
S 43°10'39" W 35.67 feet and  
S 51°11'38" W 10.04 feet

to a point at the line of lands formerly of Collins and now or formerly of Essaghof and Essagof. Thence along the said Essaghof and Essagof lands and continuing along lands formerly of Carlson and now or formerly of Crowder the following courses:

N 11°34'26" W 241.98 feet  
N 08°43'00" E 91.35 feet  
N 06°39'38" W 466.00 feet and  
N 28°44'50" E 169.55 feet

Title No. RGP 21336  
**Schedule A Cont'd**  
(description)

PARCEL 1 cont'd

to a point at the line of lands formerly of Whedbee and Popkin and now shown on that certain "Subdivision...for Mildred Popkin..." which was filed in the Putnam County Clerk's office on April 23, 1974 as Map No. 1385. Thence along the said lands shown on Filed Map No. 1385

N 78°17'16" E 127.50 feet

to a point on the southerly line of the lands hereinabove described. Thence along the lands hereinabove described

S 77°00'47" E 107.94 feet and  
S 55°14'30" E 211.48 feet

to POINT B, the point or place of beginning of this easement.

**TOGETHER WITH** the right-of-way now designated **RIGHT-OF-WAY C**, in common with others, over that portion of other lands formerly of Galligan and now or formerly of Gerri that is bounded and described as follows.

**BEGINNING** at the point on the westerly line of ROUTE 9 that is the point of beginning of the premises hereinabove described, which point occupies coordinate position

N 516,639.26 (y)  
E 614,802.61 (x)

of the New York State Coordinate System, East Zone.

**THENCE** from the said point of beginning along the northerly line of the premises hereinabove described the following, first

S 70°09'40" W 144.16 feet

then on a tangent curve to the left, the central angle of which is 33°00'00", the radius of which is 175.00 feet for 100.79 feet, then

S 37°09'40" W 238.49 feet

Title No. RGP 21336  
Schedule A Cont'd  
(description)

PARCEL 1 cont'd

then on a tangent curve to the left, the central angle of which is  $8^{\circ}30'00''$ , the radius of which is 575.00 feet for 85.30 feet, then

S  $28^{\circ}39'40''$  W 409.03 feet

then on a tangent curve to the right, the central angle of which is  $10^{\circ}14'00''$ , the radius of which is 525.00 feet for 93.77 feet, then

S  $38^{\circ}53'40''$  W 368.15 feet

then on a tangent curve to the left, the central angle of which is  $26^{\circ}06'00''$ , the radius of which is 175.00 feet for 79.72 feet, then

S  $12^{\circ}47'40''$  W 52.08 feet

then on a tangent curve to the right, the central angle of which is  $67^{\circ}56'10''$ , the radius of which is 125.00 feet for 148.21 feet and then on a curve compounding to the right, the central angle of which is  $125^{\circ}17'10''$ , the radius of which is 75.00 feet for 164.00 feet to a point.

Thence through the said lands formerly of Galligan and now or formerly of Gerry the following, first

S  $63^{\circ}59'00''$  E 50.00 feet

then on a non-tangent curve to the left, the center of which bears  $S63^{\circ}59'00''E$ , the central angle of which is  $125^{\circ}17'10''$ , the radius of which is 25.00 feet for 54.67 feet, then on a curve compounding to the left, the central angle of which is  $67^{\circ}56'10''$ , the radius of which is 75.00 feet for 88.93 feet then

N  $12^{\circ}47'40''$  E 52.08 feet

then on a tangent curve to the right, the central angle of which is  $26^{\circ}06'00''$ , the radius of which is 225.00 feet for 102.49 feet, then

N  $38^{\circ}53'40''$  E 368.15 feet

Title No. RGP 21336  
**Schedule A Cont'd**  
(description)

PARCEL 1 cont'd

then on a tangent curve to the left, the central angle of which is  $10^{\circ}14'00''$ , the radius of which is 475.00 feet for 84.84 feet, then

N  $28^{\circ}39'40''$  E 409.03 feet

then on a tangent curve to the right, the central angle of which is  $8^{\circ}30'00''$ , the radius of which is 625.00 feet for 92.72 feet, then

N  $37^{\circ}09'40''$  E 238.49 feet

then on a tangent curve to the right, the central angle of which is  $33^{\circ}00'00''$ , the radius of which is 225.00 feet for 129.59 feet, and then

N  $70^{\circ}09'40''$  E 142.93 feet

to another point on the westerly line of ROUTE 9. Thence southerly along the westerly line of ROUTE 9

S  $21^{\circ}14'40''$  E 50.02 feet

to the point or place of beginning of this easement.

Title No. RGP 21336

**Schedule A Cont'd**  
(description)

**PARCEL 2**

ALL that certain parcel of land situate in the Town of Philipstown, County of Putnam and State of New York that was heretofore conveyed by A. Taylor Wendt to Libbi F. Gerry by that certain deed dated February 14, 1980 and recorded in the Putnam County Clerk's Liber 769 of deeds at page 801, that by more recent survey is bounded and described as follows.

**BEGINNING** at a point on the westerly line of U.S. Route 9, State Highway 5156 (ROUTE 9), as it has recently been or is about to be widened, where it is met by the line dividing the lands herein described on the north from lands formerly of Osmolski and now or formerly of Dilello and Forgione, on the south, which point occupies coordinate position

N 515,717.02 (y)

E 615,245.25 (x)

of the New York State Coordinate System, East Zone and which point is distant

S 21°16'40" W 36.00 feet and

S 15°05'40" W 25.62 feet

as measured along the aforesaid division line, as it existed prior to the said widening of ROUTE 9 from a point on the original line of ROUTE 9 that is marked by a concrete monument and occupies coordinate position

N 515,775.29 (y)

E 615,264.99 (x)

of the New York State Coordinate System, East Zone.

Title No. RGP 21336

**Schedule A Cont'd**  
(description)

**PARCEL 2 cont'd**

**THENCE** from the said point of beginning along the said Dilello and Forgione lands and the center of a stone wall the following courses:

S 15°05'40" W 60.38 feet  
S 14°59'40" W 155.58 feet  
S 14°24'40" W 137.00 feet  
S 17°44'40" W 141.43 feet  
S 13°22'40" W 55.00 feet  
S 31°23'20" W 116.42 feet and  
S 17°07'05" W 73.00 feet

to a point at the line of other lands formerly of Whedbee and now or formerly of Beckhard. Thence along the said Beckhard lands and in part along the center of a stone wall the following courses:

N 79°55'31" W 412.90 feet  
S 21°23'34" W 64.32 feet  
S 19°57'23" W 45.51 feet  
S 22°50'57" W 107.62 feet and  
S 21°40'26" W 102.31 feet

to a point at the intersection of the said stone wall with another stone wall and the line of lands now or formerly of Beckhard. Thence along the said Beckhard lands and the center of the said stone wall the following courses:

N 79°28'47" W 31.17 feet  
N 79°03'27" W 48.85 feet  
N 78°17'45" W 94.20 feet  
N 80°15'36" W 95.33 feet and  
N 80°49'05" W 89.09 feet

to a point at the intersection of the last mentioned stone wall with yet another stone wall and the line of lands formerly of Nobile and now or formerly of Stefano. Thence along the said Stefano lands and the center of the last mentioned stone wall

N 17°27'40" W 37.35 feet

to a point at the line of other lands of Gerry, which lands are being simultaneously conveyed to Walter R. Yetnikoff by separate deed, Thence along the said Gerry lands first the following courses:

N 25°12'10" E 396.69 feet  
N 02°45'40" E 172.80 feet and  
N 04°54'40" E 374.56 feet

Title No. RGP 21336  
Schedule A Cont'd  
(description)

PARCEL 2 cont'd

then on a non-tangent curve to the left, the center of which bears N 58°38'37" W, the central angle of which is 2°41'43", the radius of which is 700.00 feet for 32.93 feet, then

N 28°39'40" E 409.03 feet

then on a tangent curve to the right, the central angle of which is 8°30'00", the radius of which is 400.00 feet for 59.34 feet, then

N 37°09'40" E 238.49 feet and  
N 70°09'40" E 166.79 feet

to another point on the westerly line of ROUTE 9. Thence southerly along the westerly line of ROUTE 9 and the center of a stone wall the following courses:

S 33°34'20" E 178.00 feet  
S 32°21'00" E 178.75 feet  
S 29°31'20" E 31.00 feet and  
S 32°26'50" E 45.76 feet

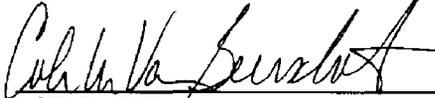
to a point. Thence still along the westerly line of ROUTE 9, as it has recently been or is about to be widened,

S 21°53'48" E 154.08 feet and  
S 15°20'01" E 266.94 feet

to the point or place of beginning, containing 25.283 acres, more or less.

STATE OF NEW YORK )  
 )SS:  
COUNTY OF DUTCHESS )

On the 16 day of June, 2017 before me, the undersigned, a notary public in and for said state, personally appeared WALTER R. YETNIKOFF, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

COLLEEN M. VAN BENSCHOTEN  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN DUTCHESS COUNTY  
REG. NO. 01VA4954598  
COMMISSION EXPIRES AUGUST 14, 2017

BARGAIN AND SALE DEED  
WITH COVENANT AGAINST GRANTOR'S ACTS

Section  
Block 49  
Lot 3  
City 81

Title No. RhP 21336

**RECORD AND RETURN TO:**

TO

RECORDED AT REQUEST  
OF RGI AGENCY  
PO BOX 431  
PEEKSKILL, NY 10566  
914-739-2700  
RETURN BY MAIL TO

Stephen G. Tompans, Esq.  
PO Box 313  
Cold Spring NY 10516

FOR COUNTY USE ONLY

C1. SWMS Code 372689  
 C2. Date Deed Recorded 6/23/17  
 C3. Book 2047 C4. Page 297



New York State Department of Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location: 80 \ 2495 EYRIE VOLD ALBANY POST RD  
 PHILIPSTOWN 10524

2. Buyer Name: LOWREY CHARLES R.

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)  
 320 WEST END AVE #15A NEW YORK NY 10023

4. Indicate the number of Assessment Roll parcels transferred on the deed 2 # of Parcels OR  Part of a Parcel (Only if Part of a Parcel) Check as they apply:  
 4A. Planning Board with Subdivision Authority Exists   
 4B. Subdivision Approval was Required for Transfer   
 4C. Parcel Approved for Subdivision with Map Provided

5. Deed Property Size: X 93.93  
 \*FRONT FEET \*DEPTH \*ACRES

6. Seller Name: YETNIKOFF WALTER R.

7. Select the description which most accurately describes the use of the property at the time of sale:  
 A. One Family Residential   
 Check the boxes below as they apply:  
 8. Ownership Type is Condominium   
 9. New Construction on a Vacant Land   
 10A. Property Located within an Agricultural District   
 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date 05/22/2017  
 12. Date of Sale/Transfer 06/20/2017  
 13. Full Sale Price 2,250,000.00  
 ( Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.  
 14. Indicate the value of personal property included in the sale 00

15. Check one or more of these conditions as applicable to transfer:  
 A. Sale Between Relatives or Former Relatives  
 B. Sale between Related Companies or Partners in Business.  
 C. One of the Buyers is also a Seller  
 D. Buyer or Seller is Government Agency or Lending Institution  
 E. Deed Type not Warranty or Bargain and Sale (Specify Below)  
 F. Sale of Fractional or Less than Fee Interest (Specify Below)  
 G. Significant Change in Property Between Taxable Status and Sale Dates  
 H. Sale of Business is Included in Sale Price  
 I. Other Unusual Factors Affecting Sale Price (Specify Below)  
 J. None  
 Comment(s) on Condition:

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

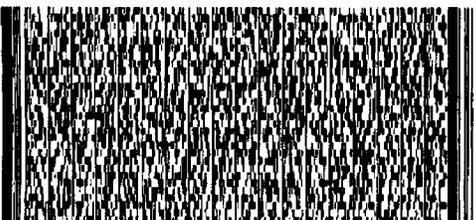
16. Year of Assessment Roll from which Information taken(YR) 16 17. Total Assessed Value 1,576,970  
 18. Property Class 240 19. School District Name GARRISON UNION FREE  
 20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional Identifier(s))  
49-3-81 49-3-80

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE  
 \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER SIGNATURE  
 \_\_\_\_\_ DATE \_\_\_\_\_

BUYER CONTACT INFORMATION  
 (Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)  
 LOWREY CHARLES R.  
 \*LAST NAME \*FIRST NAME  
 (845) 265-9231  
 \*AREA CODE \*TELEPHONE NUMBER (E: 9989998)  
 320 WEST END AVE #15A  
 \*STREET NUMBER \*STREET NAME  
 NEW YORK NY 10023  
 \*CITY OR TOWN \*STATE \*ZIP CODE  
 BUYER'S ATTORNEY  
 TOMANN STEPHEN  
 \*LAST NAME \*FIRST NAME  
 (845) 265-9231  
 \*AREA CODE \*TELEPHONE NUMBER (E: 9989998)



COUNTY USE ONLY

1. SWIS Code

372689

C2. Date Deed Recorded

6/23/17

C3. Book

2047

C4. Page

297



New York State Department of Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location: 2495 OLD ALBANY POST ROAD, EYRIE, PHILIPSTOWN, NY 10524. 2. Buyer Name: LOWREY, CHARLES R. 3. Tax Billing Address: 320 West End Ave #15A, New York, NY 10023. 4. Indicate the number of Assessment Roll parcels transferred on the deed: 2. 5. Deed Property Size: 93.93 ACRES. 6. Seller Name: YETNIKOFF, WALTER R. 7. Select the description which most accurately describes the use of the property at the time of sale: A. One Family Residential.

SALE INFORMATION

11. Sale Contract Date: 05/22/2017. 12. Date of Sale/Transfer: 6/20/17. 13. Full Sale Price: 2,250,000.00. 14. Indicate the value of personal property included in the sale: .00.

15. Check one or more of these conditions as applicable to transfer: A. Sale Between Relatives or Former Relatives. B. Sale between Related Companies or Partners in Business. C. One of the Buyers is also a Seller. D. Buyer or Seller is Government Agency or Lending Institution. E. Deed Type not Warranty or Bargain and Sale (Specify Below). F. Sale of Fractional or Less than Fee Interest (Specify Below). G. Significant Change in Property Between Taxable Status and Sale Dates. H. Sale of Business is Included in Sale Price. I. Other Unusual Factors Affecting Sale Price (Specify Below). J. None. Comment(s) on Condition:

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

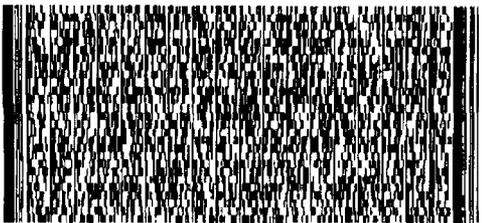
16. Year of Assessment Roll from which information taken(YY): 17. Total Assessed Value: 1,576,970.00. 18. Property Class: 240. 19. School District Name: GARRISON UNION FREE. 20. Tax Map Identifier(s)/Roll Identifier(s): 49-3-81, 49-3-80.

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the general law relative to the making and filing of false instruments.

SELLER SIGNATURE: Walter R. Yetnikoff, 6/20/17. BUYER SIGNATURE: Charles R. Lowrey, 6/20/17.

BUYER CONTACT INFORMATION: (Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.) Lowrey, Charles, 845, 265-9231, 320 West End Ave. #15A, New York, NY 10023. BUYER'S ATTORNEY: Tomann, Stephen, 845, 265-9231.



**Adjoiners List for Tax Id. 49.-3-81**

49.-3-87  
Keiser Judith L Attn: N Lavori  
100 W 80th St Ph A  
New York, NY 10024

49.-3-82 & 84  
Land Management LLC  
100 W 80th St  
New York, NY 10024

49.-4-26  
Erickson, Jim J  
1227 Old Albany Post Rd  
Garrison, NY 10524

49.-4-24  
Erickson, Jim J  
1211 Old Albany Post Rd  
Garrison, NY 10524

49.-4-25  
Murphy-Erickson Cristin A  
1213 Old Albany Post Rd  
Garrison, NY 10524

49.-4-27  
Erickson, Jim  
1211 Old Albany Post Rd  
Garrison, NY 10524

49.-3-71  
Stefano, Jane  
25 Pine Rdg  
Garrison, NY 10524

49.-3-67 & 75  
Timber Ridge Properties  
346 Indian Brook Rd  
Garrison, NY 10524

49.-3-72  
Gagnon, Tyler  
PO Box 315  
Garrison, NY 10524

49.-3-73  
Tilercio Gregory  
320 Indian Brook Rd  
Garrison, NY 10524

49.-3-70  
De Los Rios, J C  
21 Pine Rdg  
Garrison, NY 10524

49.-3-68 & 69  
Breslin, Gilberte L  
11 Pine Rdg  
Garrison, NY 10524

49.-3-66  
Westphal, Dirk  
302 Indian Brook Rd  
Garrison, NY 10524

49.-3-62  
Roda, Robert Jason  
34 Woodland Dr  
Garrison, NY 10524

49.-3-48  
Picon, Carlos  
169 E 78th St Apt 4B  
New York, NY 10075

49.-3-49 & 50  
Lipsey, Susan  
PO Box 570  
Garrison, NY 10524

49.-3-59  
Burleigh Charles K  
25 Woodland Drive  
Garrison, NY 10524

49.-3-65 & 49.-4-6  
Genth, Jane W  
3801 Hudson Manor Ter Apt 5T  
Riverdale, NY 10463

49.-4-7  
Capossela, John C  
275 Indian Brook Rd  
Garrison, NY 10524

49.-3-61  
Elton, Bruce  
44 Woodland Drive  
Garrison, NY 10524

49.-3-64  
Edelstein, Jerry  
PO Box 512  
Garrison, NY 10524

49.-3-63  
Homola, Andrew  
24 Woodland Dr  
Garrison, NY 10524

49.-3-12.1  
Rogoff, Gary  
217 Lane Gate Rd  
Cold Spring, NY 10516

49.-3-80  
Lowrey, Charles R  
320 West End Ave Apt 15A  
New York, NY 10023

49.-3-78  
Mountain Ridge Corp  
1373 Leland Dr  
Yorktown Heights, NY 10598

49.-3-60  
Detweiler, Michael Ressor  
50 Woodland Dr  
Garrison, NY 10524

49.-3-20  
Greenfield, Barry L  
200 Park Ave S Fl 8  
New York, NY 10003