

**Town Board Meeting  
April 7, 2019  
7:30 p.m. Town Hall**

**MONTHLY TOWN BOARD MEETING**

Salute to the Flag

**REVIEW OF MINUTES**

- Weekly Town Board Meeting of January 16, 2019
- Special Town Board Meeting of January 25, 2019
- Monthly Town Board Meeting of February 7, 2019
- Weekly Town Board Meeting of February 27, 2019
- Monthly Town Board Meeting of March 7, 2019
- Weekly Town Board Meeting of March 13, 2019

**COMMITTEE REPORTS**

1) Conservation Board    2) Recreation    3) Philipstown Communities that Care  
4) Planning Board    5) Zoning    6) Highway    7) Building & Land    8) Cemetery  
Committee    9) Butterfield Library

**AGENDA**

1. Presentation by Nicholas Falcone on a new safety feature that Philipstown Ambulance Corp is working on and an update to be given by Danielle Pack McCarthy on her work as Addiction Resource Coordinator.
2. Discussion with Ms. Ellis with regard to the road restoration requirements for her timber forest permit.
3. Discussion with Central Hudson/Lime Energy on an Energy Efficient Proposal.
4. Resolution authorizing a donation in the amount of \$300 to the Nelsonville Fish & Fur Club for this years "Kids Fishing Day" scheduled for May 5 2019.
5. Resolution scheduling a Public Hearing for a Local Law establishing a six (6) month moratorium on the submission and processing of application for Land Use Approvals for "Vape Shops" within the Town of Philipstown.
6. Resolution setting a Public Hearing for the Stormwater MS4 report.
7. Code Enforcement Monthly Reports

8. Schedule Workshops/Meetings.

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

**VACANIES**

Conservation Board (1)

Recreation (1)

Cemetery Commission (1)

**APPROVAL OF VOUCHERS**

General Highway CVPD CVWD

**ADJOURNMENT**

Weekly Town Board Meeting  
January 16, 2019

The Town Board held their Weekly Meeting on the above date at 7:35 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York 10516.

**PRESENT**

Richard Shea	Supervisor
John Van Tassel	Councilman
Michael Leonard	Councilman
Robert Flaherty	Councilman
Judith Farrell	Councilwoman

**AGENDA**

- 1. Resolution authorizing Supervisor Shea to sign the Agreement between the CSEA Employee Benefit Fund and the Town of Philipstown.**

**RESOLUTION #-2019**

The following Resolution was presented by Councilman Flaherty, seconded by Councilwoman Farrell and unanimously carried;

**RESOLVED**, that the Town Board authorizes Supervisor Shea to sign the Agreement between the CSEA Employee Benefit Fund and the Town of Philipstown.

- 2. Town Clerk Merando to appoint Theresa Crawley & Joan Clauss as Deputy Town Clerk, Deputy Tax Collector and Deputy Registrar at a salary not to exceed that set forth in the 2019 budget.**

Town Clerk Merando hereby appoints Theresa Crawley & Joan Clauss as Deputy Town Clerk, Deputy Tax Collector and Sub Registrar at a salary not to exceed that set forth in the 2019 budget.

- 3. Resolution authorizing that the Town Board enter into Executive Session to discuss pending litigation.**

Supervisor Shea acknowledged a quorum and at 8:10 pm asked for a motion to enter into Executive Session to discuss pending litigation.

**RESOLUTION #-2019**

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

**RESOLVED**, that the Town Board will enter into Executive Session to discuss pending litigation.

Respectfully submitted by,

Tina M. Merando  
Town Clerk

**SPECIAL TOWN BOARD MEETING**

January 25, 2019

The Town Board held a Special Meeting on the above date at 9:00 a.m. at the Town Hall, 238 Main Street, Cold Spring, New York 10516.

**PRESENT**

Richard Shea	Supervisor
John Van Tassel	Councilman
Robert Flaherty	Councilman

**AGENDA**

- 1. Resolution authorizing Supervisor Shea to sign the Agreement between Quality Environmental Solutions & Technologies, Inc. (QuES&T) and the Town of Philipstown.**

**RESOLUTION #-2019**

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

**RESOLVED**, that the Town Board authorizes Supervisor Shea to sign the Agreement between Quality Environmental Solutions & Technologies, Inc. (QuES&T) and the Town of Philipstown for the Asbestos Abatement Specification & Bidding process and Petition for NYS DOL site specific variance.

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilman Flaherty to close the Special Meeting at 9:01 am.

Respectfully submitted by,

Tina M. Merando

The Town Board held their Monthly Meeting on the above date at 7:30 p.m., at the Town Hall, 238 Main Street, Cold Spring, NY 10516

<b>PRESENT:</b>	Richard Shea	Supervisor
	John Van Tassel	Councilman
	Michael Leonard	Councilman
	Robert Flaherty	Councilman
	Judith Farrell	Councilwoman

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

**Special Meeting of the Philipstown Depot Theatre Development Corp.**

Supervisor Shea called the meeting to order at 7:35 pm.

Presence of a quorum was established with at least 4 of the 7 members present.

**RESOLUTION #-2019**

The following Resolution was presented by Claudio Marzollo, seconded by Councilman Van Tassel and unanimously carried;

**RESOLVED**, that Gerald Singer is elected a director of the corporation to serve for a term expiring at the Annual Meeting in 2020.

There being no further business to discuss, Councilman Leonard made a motion, seconded by Councilman Van Tassel to close the meeting at 7:38 p.m.

**APPROVAL OF MINUTES**

**Minutes of the Re-Organizational Meeting of January 3, 2019**

Councilman Van Tassel made a motion, seconded by Councilman Flaherty that the Minutes of the Re-Organizational Meeting of January 3, 2019, are hereby approved as presented.

**Minutes of the Philipstown Depot Theatre Inc., Annual Meeting of January 3, 2019**

Councilman Flaherty made a motion, seconded by Councilman Leonard that the Minutes of the Philipstown Depot Theatre Inc., Annual Meeting of January 3, 2019, are hereby approved as presented.

## **COMMITTEE REPORTS**

**CONSERVATION BOARD** – Councilman Leonard stated that the Conservation Board met on January 8<sup>th</sup>. The first item on the agenda was update on the timber harvesting. Highway Supervisor, Carl Frisenda, completed all the bid requirements and passed on to Town Attorney Gaba.

Next item pertained to Robert Ashley of 3 Ethan Drive – Applicant proposed new single-family residence to replace the demolished residence. Mr. Ashley presented all documents required. A letter was received from Town of Cortlandt allowing Philipstown to be the lead agency.

Last item was Kristan Connolly of Route 403 - a referral from Planning Board and discussion regarding new single-family residence. Difficulty there was the land involves deep slopes and the Wetlands Inspector had to determine whether the small wetlands on the property would qualify.

Councilman Leonard reported that the next CB meeting will be held on February 12<sup>th</sup>.

**RECREATION** – Councilman Van Tassel stated that there was no meeting in January. Next meeting is scheduled for February 26<sup>th</sup>.

Councilwoman Farrell reported that she had met with Recreation Supervisor and checked out the gymnasium floor. She added that the only they were waiting for at this time was the logo to be put on the surface of the floor.

Councilwoman Farrell further reported that Spring Registration would be starting on Monday, February 11<sup>th</sup>.

**PHILIPSTOWN COMMUNITIES THAT CARE** - Councilwoman Farrell reported that she attended the last meeting of the coalition. She informed the Town Board members that the Principal of Haldane gave a presentation of a survey focusing on prevention. The results will be shared with the Board of education before sharing with the public. Also discussed was Narcan training and Danielle Pack-McCarthy discussed support services needed for mental aid funding.

**PLANNING BOARD** - Councilman Flaherty reported on projects discussed at the January 17<sup>th</sup> meeting. SEJE Realty, LLC – Additional Outdoor Storage - applicant seeking amended site plan approval regarding additional outdoor storage for changes to certain areas on approved site plan. Approved.

Next item was Lowrey Residence on 80 Eyrie Road – applicant seeking approval for the demolition of single family residence and construction of a new residence located in an RC zoning district. No comments were received from the public.

Lastly, Councilman Flaherty stated that three (3) Public Hearings were held:

Taylor/Fratesi of 220 South Highland Road, Garrison – applicant seeking site plan approval for single-family residence with detached garage. Councilman Flaherty stated that a possible variance may be required.

Kristan Connolly, Route 403, Garrison – seeking site plan approval for a new single-family residence in an RR zoning district.

Gregory Rathe, 28 Hudson Way – seeking site plan approval for partial demolition of existing 7-bedroom residential structure and proposing to replace demolished portion with 4-bedroom, one-story addition.

Under Old Business, The Hudson Highland Reserve application for Preliminary Approval of a subdivision that includes 25 residential lots was discussed.

**ZONING** – Councilman Van Tassel stated that he did not attend the January 14<sup>th</sup> Meeting. Items discussed at the meeting were Fratesi/Taylor application for Site Plan Approval to construct a single-family residence at 220 South Highland Road. Public Hearing scheduled for March 1<sup>st</sup>. No meeting scheduled for February.

**HIGHWAY** - Councilman Van Tassel read the report for the month, which is on file in the Town Clerks office.

**BUILDING & LAND ACQUISITION** – Supervisor Shea stated that he had a meeting with Highway Superintendent Frisenda regarding the highway building. He added that they have some preliminary conceptual plans, which he would be giving to one or two people to firm up. Supervisor Shea remarked that he was hoping to get going with the project this summer.

Regarding the upgrade of Town Hall, Supervisor Shea stated that the Town was probably weeks away from releasing the documents.

**PUTNAM COUNTY LEGISLATOR** - Putnam County Legislator Montgomery gave an update on her first month as Legislator.

**CEMETERY COMMITTEE** – Councilman Leonard reported that not much work was done during the winter months. He added that grave cleanings would resume in the spring. Councilman Leonard stated that Putnam County may be asking Town of Philipstown to host a tour of cemeteries. Meeting scheduled for February 12<sup>th</sup>.

**TOWN OF PHILIPSTOWN  
MONTHLY REPORT OF TOWN SUPERVISOR  
MONIES RECEIVED AS OF FEBRUARY 7, 2019**

**GENERAL & PART-TOWN FUNDS**

Justice Fees 12/18	\$10,884.70
Bldg. Fees 12/18	14,645.73
TC Fees 12/18	306.69
TC Fees 12/18	277.50
Justice Fees 12/18	4,846.00
Tax Collection Misc	9.49
Village of Cold Spring Bdg.Fees 2018	20,000.00
Tax Collection Gen A part pay	500,000.00
Tax Collection Butterfield Library	275,999.45
Tax Collection Gen B full pay	122,738.26
Tax Collection Gen B pro rata	1,232.74
Tax Collection NHFD	780,028.07
Tax Collection GVFD	787,170.17
Tax Collection Gen A pro rata	556.55
Tax Collection CV Fire	274,350.15
Tax Collection Phil #1 CS fire	65,145.95

**HIGHWAY**

PC Gas	37.60
Tax Collection Highway part pay	500,000.00
PC Gas	2133.01
PC Gas	325.93
PC Gas	1295.33

**CONTINENTAL VILLAGE WATER**

**DISTRICT**

Tax Collection CVWD unpaid water	33,852.00
----------------------------------	-----------

**CONTINENTAL VILLAGE PARK DISTRICT**

## AGENDA

- 1. Resolution scheduling Public Hearing upon the enactment of a Local Law establishing a six (6) month moratorium on the submission and processing of applications for Land Use Approvals for "Vape Shops" within the Town of Philipstown.**

### RESOLUTION #-2019

The following Resolution was presented by Councilman Van Tassel seconded by Councilman Leonard and unanimously carried;

**RESOLVED**, that Town Clerk Merando forward the proposed Local Law establishing a six (6) month moratorium on the submission and processing of applications for Land Use Approvals for "Vape Shops" within the Town of Philipstown to the Putnam County Planning Department.

- 2. Resolution to suspend further development to both Upland Drive/Upland Court and Cliffside Drive in order to perform an area impact study.**

Town Clerk Merando informed the Town Board that she had spoken with Town Counsel Steve Gaba and he was unclear as to what he was supposed to do and she had not received anything from him. Supervisor Shea stated that he had no issue with passing the Resolution and was not sure of the force this might have. He added that the Board would have to enact a local law to put a moratorium on the roads involved. Supervisor Shea added that he would contact Town Counsel Gaba on Friday.

### RESOLUTION #-2019

The following Resolution was presented by Councilman Leonard seconded by Councilman Flaherty and unanimously carried;

**RESOLVED**, that the Town Board hereby approves to suspend further development to both Upland Drive/Upland Court and Cliffside Drive in order to perform an area impact study.

- 3. Discussion with regard to purchasing new camera equipment for the audio taping of various board meetings.**

### RESOLUTION #-2019

The following Resolution was presented by Councilman Van Tassel seconded by Councilman Leonard and unanimously carried;

**RESOLVED**, that the Town Board hereby approves the purchase of new camera equipment for the audio taping of various board meetings, in an amount not to exceed the proposal submitted by B&H Professional Source, 402 Ninth Avenue, New York, NY 10001.

- 4. Nat Prentice Coordinator of the Comprehensive Plan Update Committee to request that the Town support a Greenway Grant Application to provide funding for a planning consultant.”**

**RESOLUTION #-2019**

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

**WHEREAS**, the Town of Philipstown is applying to the Hudson River Valley Greenway for a grant under the Hudson River Valley Greenway Planning Grant Program for a project entitled Comprehensive Plan Update to be located in the Town of Philipstown;

**NOW THEREFORE**, be it resolved that the governing board of the Town of Philipstown hereby does approve and endorse the application for a grant under the Hudson River Valley Greenway Planning Grant Program, for a project known as Comprehensive Plan Update and located with this community.

- 5. Resolutions to re-appoint the following to the Philipstown Planning Board for a four (4) year term:**

Kim Conner	Planning	4-year term expiring March 31, 2023
David Hardy	Planning	4-year term expiring March 31, 2023

**RESOLUTION #-2019**

The following Resolution was presented by Councilman Flaherty, seconded by Councilman Leonard and unanimously carried;

**RESOLVED**, that the following are reappointed to the Philipstown Planning Board for a four (4) year term:

Kim Conner	Planning	4-year term expiring March 31, 2023
David Hardy	Planning	4-year term expiring March 31, 2023

- 6. Resolutions to re-appoint the following to the Philipstown Conservation Board for a two (2) year term:**

Lew Kingsley	C Board	2-year term expiring March 3, 2021
Jan Baker	C Board	2-year term expiring March 3, 2021
M. J. Martin	C Board	2-year term expiring March 3, 2021

**RESOLUTION #-2019**

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

**RESOLVED**, that the following are reappointed to the Philipstown Conservation Board for a two (2) year term:

Lew Kingsley	C Board	2-year term expiring March 3, 2021
Jan Baker	C Board	2-year term expiring March 3, 2021
M. J. Martin	C Board	2-year term expiring March 3, 2021

**7. Resolution authorizing Supervisor Shea to sign the agreement between the Town of Philipstown and the Putnam Humane Society for fiscal year 2019.**

**RESOLUTION #-2019**

The following Resolution was presented by Councilman Flaherty, seconded by Councilwoman Farrell and unanimously carried;

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the agreement between the Town of Philipstown and the Putnam Humane Society for fiscal year 2019.

**8. Resolution authorizing Supervisor Shea to sign the agreement between the Town of Philipstown and the Putnam County Office for Senior Resources for fiscal year 2019.**

**RESOLUTION #-2019**

The following Resolution was presented by Councilwoman Farrell, seconded by Councilman Flaherty and unanimously carried;

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the agreement between the Town of Philipstown and the Putnam County Office for Senior Resources for fiscal year 2019.

**9. Resolution increasing Robert Leonard's salary from \$9.00 per hour to \$12.00 per hour.**

**RESOLUTION #-2019**

The following Resolution was presented by Councilman Van Tassel seconded by Councilman Flaherty and unanimously carried;

**RESOLVED**, that the Town Board approves a salary increase for Robert Leonard from \$9.00 an hour to \$12.00 per hour. (Nunc Pro Tunc)

### **10. Code Enforcement Monthly Report.**

Town Clerk Merando read the reports submitted which are on file in the Town Clerks Office.

### **11. Schedule Meetings/Workshops**

February 13, 2019 @ 7:30 p.m. – Executive Session to discuss pending litigation.

### **12. Any other business that may come before the Town Board.**

Councilwoman Farrell read the Butterfield Library report.

Councilman Flaherty met with the solar company at the Rec Center and they will be putting another proposal to us next month.

Councilman Van Tassel asked people to be cautious and slow down at the Garrison School as there was another near miss with a school bus.

### **AUDIENCE**

Kim Conner thanked the board for reappointing her.

Liz Armstrong asked about the “Vaping” law. She wanted to know whether a permanent law be drafted. Supervisor Shea said that there will be a targeted law eventually.

### **VACANCIES**

Conservation Board (1)  
Recreation Commission (1)  
Cemetery Committee (1)

### **RESOLUTION #-2019**

The following Resolution was presented by Councilwoman Farrell seconded by Councilman Leonard and unanimously carried;

**RESOLVED**, that the Town Board authorizes Town Clerk Merando to advertise for the vacancies on the Conservation Board, Recreation Commission and the Cemetery Committee.

**APPROVAL OF VOUCHERS**

Councilman Van Tassel made a motion, seconded by Councilman Flaherty and unanimously carried that the General Vouchers in the amount of \$903,757.44 are hereby approved as set forth in Abstract 1A & 2.

Councilman Flaherty made a motion, seconded by Councilman Leonard and unanimously carried that the Highway Vouchers in the amount of \$180,309.88 are hereby approved as set forth in Abstract 1A & 2.

Councilman Leonard made a motion, seconded by Councilman Van Tassel and unanimously carried that the CVPD Vouchers in the amount of \$4,490.57 are hereby approved as set forth in Abstract 1A & 2.

Councilwoman Farrell made a motion, seconded by Councilman Leonard and unanimously carried that the CVWD Vouchers in the amount of \$22,995.86 are hereby approved as set forth in 1A & 2.

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilman Flaherty to close the Monthly Meeting at 8:35 pm.

Respectfully submitted by,

Tina M. Merando  
Town Clerk

**WEEKLY TOWN BOARD MEETING  
FEBRUARY 27, 2019**

The Town Board of the Town of Philipstown held their Weekly Town Board Meeting on the above date at 7:00 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York 10516.

PRESENT:	Richard Shea	Supervisor
	John VanTassel	Councilman
	Michael Leonard	Councilman
	Judith Farrell	Councilwoman
Absent:	Robert Flaherty	Councilman

**AGENDA**

**1. Discussion with Time Donovan with regard to a Town Garden**

Tim Donovan of Garrison, N.Y., addressed the Town Board proposing a Town Municipal Garden to be developed on property owned by Philipstown located in Garrison on Routes 9D and 403. Mr. Donovan explained that he wanted to propose this project before the Board to see if there would be any interest and how to go about doing a Town Garden. He presented ideas for the project and the Town Board members felt it was an interesting idea. Mr. Donovan stated that he wanted to have a survey prepared, have a professional do a master plan, and assemble a group of interested people to pull the project together and come back to the Town Board with more information. Councilman VanTassel stated that there was already a survey map for the particular property in mind.

Mr. Donovan asked what the Town Board thought about a feasibility study. Supervisor Shea stated that there were several things to look at, i.e. parking, areas that would be useable space, choosing a location and then a map, which would inform Mr. Donovan of "no go places." Councilman VanTassel stated that the property had a tentative layout for potential uses. He also suggested that the Philipstown Recreation Commission be involved since the property belonged to Recreation. Supervisor Shea stated the property belonged to the Town – not Recreation; that there was room for more than one vision for that particular property. It was determined that once more data was put together that a meeting between the Town Board, Recreation Commission and Mr. Donovan and his team be scheduled and move on from that point. Supervisor Shea informed Mr. Donovan that he would get the present survey to him. Mr. Donovan thanked the Board and stated that he would take the lead on getting a group together to work on the project and then come back to the Board.

**WEEKLY TOWN BOARD MEETING  
FEBRUARY 27, 2019**

**2. Resolution authorizing Supervisor Shea to sign the Intermunicipal Agreement for shared equipment with the Town of Cortlandt, Village of Croton-on-Hudson, Village of Buchanan, and the City of Peekskill.**

**RESOLUTION**

The following Resolution was presented by Councilman VanTassel, seconded by Councilman Leonard and unanimously carried;

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the Intermunicipal Agreement for shared equipment with the Town of Cortlandt, Village of Croton-on-Hudson, Village of Buchanan, and the City of Peekskill.

There being no further comments, motion made by Councilman Leonard, seconded by Councilman VanTassel to adjourn the Weekly Meeting.

There being no further comments, the Weekly Meeting closed at 7:35 p.m

**RESOLUTION.**

**RESOLVED**, that the Town Board hereby enter into Executive Session to discuss litigation at 7:35 p.m.

There being no further comments, the Executive Session closed at 7:55 p.m.

Respectfully submitted by,

Joan B. Clauss  
Deputy Town Clerk

The Town Board held their Monthly Meeting on the above date at 7:30 p.m., at the Town Hall, 238 Main Street, Cold Spring, NY 10516

<b>PRESENT:</b>	Richard Shea	Supervisor
	John Van Tassel	Councilman
	Michael Leonard	Councilman
	Robert Flaherty	Councilman
	Judith Farrell	Councilwoman

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

### **APPROVAL OF MINUTES**

Minutes of the Year End Meeting of December 27, 2019.

Councilman Leonard made a motion, seconded by Councilman Flaherty that the Minutes of the Year End Meeting of December 27, 2019, are hereby approved as presented.

Minutes of the Monthly Town Board Meeting of January 3, 2019.

Councilman Van Tassel made a motion, seconded by Councilman Leonard that the Minutes of the Monthly Town Board Meeting of January 3, 2019, are hereby approved as presented.

### **COMMITTEE REPORTS**

**CONSERVATION BOARD** – Councilman Leonard stated that the Conservation Board did not meet because the applicant delayed the meeting. There were other actions that were done for the month:

- MS4 annual report – Public Hearing in May
- Water testing – will be very expensive
- Brown water issue in the Continental Village area

Councilman Leonard would like to request training for Max Garfinkle, Resource Manager which will take place at Teatown in June at the cost of \$1,299.00.

The next meeting will be March 12, 2019.

**RECREATION** – Councilman Van Tassel stated that he attended the meeting last week and the financial reports and minutes were read and approved. Amber introduced the new Facilities Supervisor, Tim Merante who has a wealth of

experience. Receptions new website has been launched where you can now register and pay bills on line. Register now.

**PHILIPSTOWN COMMUNITIES THAT CARE** - Councilwoman Farrell reported that they met with Top Hill Equestrian Center on a joint program for families with people substance abuse problems to provide them with support. The next meeting will be March 27, 2019 at 3:30 at the North Highlands Fire Dept.

**PLANNING BOARD** - Councilman Flaherty reported on projects discussed at the February 21st meeting;

Old Business

Taylor/Fratesi – 220 South Highland Rd. – new single family residence  
Kristian Connolly – Rte. 403 - new single family residence  
Gregory Rathe – 28 Hudson Way - addition

New Business

1122 Rte 9D – construct canopy, sell cars  
Hudson Highlands Land Trust – lot line adjustment

Next meeting will be March 21, 2019.

**ZONING** – Councilman Van Tassel stated that they did not meet this month because there were not items on the agenda. The next meeting will be on March 11, 2019.

**HIGHWAY** - Councilman Van Tassel read the report for the month, which is on file in the Town Clerks office.

**BUILDING & LAND ACQUISITION** – Supervisor Shea stated that they are just waiting for final documents for the town Hall. Councilman Van Tassel said that they are scheduled to meet with the American Legion Commander to figure out relocation for the employees. Supervisor Shea said that they are also looking to build a new highway garage.

**CEMETERY COMMITTEE** – Councilman Leonard reported that they met on February 19, 2019 and had a couple of new members who are very talented. The committee is looking to get on the Town website to advertise. He also mentioned that Philipstown will probably host the first countywide cemetery tour. Once the weather is nicer they will start on restoration again. The next meeting will be March 12, 2019.

**BUTTERFIELD LIBRARY** – Gillian Thorpe discussed the following;

- The library is now a Passport Acceptance facility
- The Jean Marzollo children's room is coming together and will soon go out to bid
- Renovations will start on the lower level and should be complete by Labor Day
- They now have another on-line source call "Canopy" which is amazing

**TOWN OF PHILIPSTOWN  
MONTHLY REPORT OF TOWN SUPERVISOR  
MONIES RECEIVED AS OF MARCH 7, 2019**

**GENERAL & PART-TOWN FUNDS**

Justice Fees 1/19	\$13,045.00
Justice Fees 1/19	7,439.00
TC Fees 1/19	261.64
TC Fees 1/19	351.50
Bldg Fees 1/19	29,356.65
Tax Collection Gen.Final Pay	2,239,249.22
Unclaimed Justice Bail	45.00
Unclaimed Justice Bail	38.80
Unclaimed Justice Bail	2,425.00
Unclaimed Justice Bail	97.00

**HIGHWAY**

Tax Collection Highway Final pay	2,165,383.00
PC Gas	1,295.33
Gen Gas	294.12
Gen Gas	426.10

**CONTINENTAL VILLAGE WATER DISTRICT**

Tax Collection Full pay	113,475.14
-------------------------	------------

**CONTINENTAL VILLAGE PARK DISTRICT**

Tax Collection Full pay	122,892.02
Clubhouse Fees	350.00

## **AGENDA**

- 1. Resolution authorizing Supervisor Shea to sign the 2019 Fire Protection Service Agreement with the Village of Cold Spring. (Nunc Pro Tunc)**

### **RESOLUTION #-2019**

The following Resolution was presented by Councilman Van Tassel seconded by Councilman Flaherty and unanimously carried;

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the Fire Protection Service Agreement with the Village of Cold Spring. (Nunc Pro Tunc)

- 2. Resolution authorizing Supervisor Shea to sign the Putnam County Real Property Tax Service Contract for 2019.**

### **RESOLUTION #-2019**

The following Resolution was presented by Councilwoman Farrell seconded by Councilman Leonard and unanimously carried;

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the Putnam County Real Property Tax Service Contract for 2019.

- 3. Discussion Resolution authorizing the Town Board to approve the Conservation Boards Annual Report for 2018.**

### **RESOLUTION #-2019**

The following Resolution was presented by Councilman Leonard seconded by Councilman Van Tassel and unanimously carried;

**RESOLVED**, that the Town Board hereby approves the Conservation Board Annual Report for 2018.

- 4. Code Enforcement Monthly Report.**

Deputy Town Clerk Crawley read the reports submitted which are on file in the Town Clerks Office.

- 5. Schedule Meetings/Workshops**

March 13, 2019 @7:30      Workshop – CCA/Joule renewable electricity  
March 20, 2019 @7:30      Workshop – Solar power presentation for Recreation

- 6. Any other business that may come before the Town Board.**

The Highway department's request to approve the purchase of a 2018 Dodge Ram 3500 utility truck.

**RESOLUTION #-2019**

**WHEREAS**, the Town of Philipstown wishes to purchase a 2018 Dodge Ram 3500 utility truck ("the truck") for the Town Highway Department for \$46,817.00 off of the County bid contract issued by Onondaga County and awarded to Robert Green Auto & Truck, Inc.; and

**WHEREAS**, the Town proposes to finance the purchase of the truck through an installment purchase agreement with M&T Bank; and

**WHEREAS**, the Town Board has investigated the cost of borrowing the funds for purchase of the truck as an alternative to the proposed installment purchase agreement and, further, the Town has completed an "Evaluation of Financing Alternatives" ("EFA") Form, a copy of which is attached hereto; and

**WHEREAS**, the Town Board has determined that the borrowing funds for the purchase of the truck does not offer any advantages over the proposed installment purchase agreement; and

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. That the Town Board hereby approves the proposed purchase of the truck subject to the submission of a contract in a form acceptable to the Attorney for the Town; and
2. That the Town Board hereby determines and finds that execution and delivery of the proposed installment purchase agreement with M&T Bank is in the best financial interests of the Town based on due consideration of the other available acquisition and financing alternatives as set forth in the EFA form and on other administrative and management considerations with respect to the acquisition of the truck; and
3. That the Town Board hereby authorizes the Town Supervisor to execute the said contract, installment purchase agreement and such other and further documents as may be necessary to carry out the terms and conditions thereof.

Councilman Flaherty presented the foregoing resolution which was seconded by Councilman Van Tassel.

The vote on the foregoing resolution was as follows:

John Van Tassel, Councilman	voting, AYE
Michael Leonard, Councilman	voting, AYE
Robert Flaherty, Councilman	voting, AYE
Judith Farrell, Councilwoman	voting, AYE
Richard Shea, Supervisor	voting, AYE

Councilman Flaherty announced that the e-waste was picked up and he will make arrangements to have the trailer picked up.

Councilman Leonard talked about the timber forest issue. They are trying to resolve this issue. Supervisor Shea said that Ellis will have to put up a bond and insurance before a letter of approval can be issued.

Supervisor Shea said that they had two excellent presentation last evening from Crystal Ford and Roberta Muller, Climate Smart Community Initiative. Roberto has collected a wealth of data with regard to the amount of energy the Town uses and its footprint. He's going to have NYSERDA come in to do some audits. He also has some private companies that will prepare audits too. Roberto is inspiring the Town to move forward and to aim higher. Supervisor Shea will be attending a meeting at Winter Hill on March 20, with regard to carbon credits. Councilman Leonard said that the Town is methodically moving through the states' checklist for climate smart which would make us eligible for more grants.

Another issue Supervisor Shea wanted to address was that if members of the Recreation Commission miss more than three (3) meetings a year they will be off the Commission. The reason is that they are having a hard time with having a quorum. He will send letters out to that affect if the Town Board approves.

## **AUDIENCE**

## **VACANCIES**

Conservation Board (1)  
Recreation Commission (1)

## **APPROVAL OF VOUCHERS**

Councilman Van Tassel made a motion, seconded by Councilman Flaherty and unanimously carried that the General Vouchers in the amount of \$407,860.81 are hereby approved as set forth in Abstract 2A & 3.

Councilman Flaherty made a motion, seconded by Councilman Leonard and unanimously carried that the Highway Vouchers in the amount of \$131,839.24 are hereby approved as set forth in Abstract 2A & 3.

Councilman Leonard made a motion, seconded by Councilman Flaherty and unanimously carried that the CVPD Vouchers in the amount of \$6,455.81 are hereby approved as set forth in Abstract 2A & 3.

Councilwoman Farrell made a motion, seconded by Councilman Van Tassel and unanimously carried that the CVWD Vouchers in the amount of \$7,042.87 are hereby approved as set forth in 2A & 3.

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilman Flaherty to close the Monthly Meeting at 8:08 pm.

Respectfully submitted by,

Theresa Crawley  
Deputy Town Clerk

Weekly Town Board Meeting  
March 13, 2019

The Town Board held their Weekly Meeting on the above date at 7:35 p.m. at the Town Hall, 238 Main Street, Cold Spring, New York 10516.

**PRESENT**

Richard Shea	Supervisor
John Van Tassel	Councilman
Michael Leonard	Councilman
Judith Farrell	Councilwoman

**ABSENT**

Robert Flaherty	Councilman
-----------------	------------

**AGENDA**

- 1. Resolution authorizing Supervisor Shea to sign the Community Choice Aggregation Memorandum of Understanding between Joule Assets, Inc. and the Town of Philipstown**

**RESOLUTION #-2019**

**WHEREAS**, the Town Board previously entered into a Municipal Energy Services Agreement with Joule Assets, Inc. ("Joule") with respect to the Community Choice Aggregation program ("CCA Program") which would allow the Town of Philipstown ("Town") to participate in a program to procure energy supply for residents within the Town from energy services companies for the residents of the Town, with Joule Assets, Inc. as Program Manager; and

**WHEREAS**, to launch the CCA program, the Town and Joule seek to obtain competitive electricity supply bids from electricity suppliers that will lead to the execution of an Electricity Supply Agreement (the "Supply Agreement") with a bidder selected in accordance with the terms and conditions of a Memorandum of Understanding between the Town and Joule (the "MOU"); and

**WHEREAS**, the Town and Joule are seeking to enter into the MOU to: (i) confirm that Joule will serve as Program Administrator for the CCA Program in relation to the Supply Agreement; and (ii) obtain the parties' agreement that each will execute a Supply Agreement with a selected bidder, subject to the terms and conditions in the MOU.

**NOW THEREFORE, BE IT RESOLVED**, that, the Supervisor of the Town of Philipstown is authorized to execute the attached MOU and take other actions necessary in furtherance of the Town's participation in the JCCA Program; and

**BE IT FURTHER RESOLVED**, that the Supervisor is authorized to execute an Electricity Supply Agreement, in the form attached as Exhibit "1" to the Memorandum of Understanding, subject to further review and revision by the Town Board, which Electricity Supply Agreement authorizes Joule to accept bids for energy services for the Town so long as the minimum requirements set forth in the MOU and Electricity Supply Agreement are satisfied.

Councilman Van Tassel presented the foregoing resolution which was seconded by Councilman Leonard.

Weekly Town Board Meeting  
March 13, 2019

**ROLL CALL VOTE**

The vote on the foregoing resolution was as follows:

John Van Tassel, Councilman	voting, AYE
Michael Leonard, Councilman	voting, AYE
Judith Farrell, Councilwoman	voting, AYE
Richard Shea, Supervisor	voting, AYE

- 2. Resolution authorizing Supervisor Shea to sign the Professional Services Agreement between Ronald J. Gainer, P.E. PLLC ("RJG") and the Town of Philipstown.**

**RESOLUTION #-2019**

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

**RESOLVED**, that the Town Board hereby authorizes supervisor Shea to sign the Professional Services Agreement between Ronald J. Gainer, P.E. PLLC ("RJG") and the Town of Philipstown.

- 3. Any other business that may come before the Town Board**

A discussion with Tom Kevel of the American Legion took place with regard to the use of their building. Supervisor Shea asked whether they would be open to renting the American Legion building to the Town during renovations of the Town Hall. Mr. Kivel said they are open to doing so as long as all the utilities were paid and that it would not be for too long a time. Supervisor Shea stated that they expect that it would be approximately six (6) months (more or less) and that all expenses would be covered along with a rental fee.

There being no further business to discuss, Councilman Van Tassel made a motion, seconded by Councilman Leonard to close the Monthly Meeting at 7:55 pm.

Respectfully submitted by,

Theresa Crawley  
Deputy Town Clerk



Town Clerk <townclerk@philipstown.com>

**Re: Town Board Meeting**

1 message

**Danielle Pack McCarthy** <dpackmccarthy@philipstown.com>

Mon, Mar 11, 2019 at 12:56 PM

To: Town Clerk <townclerk@philipstown.com>

Cc: John VanTassel <jvantassel@philipstown.com>, j farrell <jfarrell@philipstown.com>, Town Supervisor <supervisor@philipstown.com>

Hello Tina,

Yes, please add myself and Nicholas Falcone from Philipstown VAC to the agenda for April 4th. I will be giving an update of my work as Addiction Resource Coordinator and Sgt. Falcone will be presenting an idea to the public.

Thanks,  
Danielle

On Wed, Mar 6, 2019 at 10:21 AM Town Clerk <townclerk@philipstown.com> wrote:

Thursday is the Monthly Town Board meeting which is taped. The next Monthly meeting will be April 4, 2019.

Please confirm so we can put on the agenda.

Thank you,  
Theresa Crawley

On Wed, Mar 6, 2019 at 9:37 AM Danielle Pack McCarthy <dpackmccarthy@philipstown.com> wrote:

Hi--thanks John and Judy,

Nick not able to make this Thursday for a meeting and we'd rather do it during a regular Board meeting so that it can be videotaped and televised. When would that be?

Judy--I'll send over notes for you to report for me tomorrow night.

Thanks!  
Danielle

On Tue, Mar 5, 2019 at 4:02 PM John VanTassel <jvantassel@philipstown.com> wrote:

We have a meeting Thursday night you can be added to the agenda if the supervisor approves it or you can just be part of public comment. Or we can do a workshop the following Wednesday

Sent from my iPhone

> On Mar 5, 2019, at 2:24 PM, Danielle Pack McCarthy <dpackmccarthy@philipstown.com> wrote:

>

> Hi Judy and John,

>

> Nick Falcone of Philipstown Ambulance Corps and I would like to have time on the agenda during an upcoming Town Board meeting to present and discuss a new safety feature that PAC is working on...

>

> Can you please let me know what's available and I can coordinate with Nick?

>

> --

> Thank you,

>

> Danielle Pack McCarthy, LMSW

> Addiction Resource Coordinator

> Prevention ~ Treatment ~ Recovery

> Town of Philipstown

> 845-260-1001

Thank you,

Danielle Pack McCarthy, LMSW  
Addiction Resource Coordinator  
Prevention ~ Treatment ~ Recovery  
Town of Philipstown  
845-260-1001



②

Town Clerk &lt;townclerk@philipstown.com&gt;

---

**Ellis Timber Harvest**

1 message

**Stephen Gaba** <sgaba@drakeloeb.com>

Fri, Mar 15, 2019 at 11:52 AM

To: Richard Shea <shea@philipstown.com>, Town Supervisor <supervisor@philipstown.com>  
Cc: Town Clerk <townclerk@philipstown.com>, "Highway Department; (highwaydepartment@philipstown.com)" <highwaydepartment@philipstown.com>, Ron Gainer <rjgainer@comcast.net>

Richard and Tina,

Ms. Ellis has requested to be put on the agenda for an upcoming Town Board meeting of the Board's choosing to discuss how she can fulfill the road restoration requirements for her timber harvest permit. Please let me know if the TB is willing to grant her time to speak at one of its upcoming meetings.

As you know, Fishkill's approval resolution for the Ellis Timber Harvest required as conditions of approval, among other things, that Ellis post a road restoration bond with the Town of Philipstown. In order to proceed with the timber cutting, Ellis needs the Town of Philipstown Town Board to pass a resolution stating that the conditions regarding Philipstown have been satisfied. I've provided a draft resolution by which this can be done. The Town Board has decided to defer action on it until the Fall, when the timber harvest is to take place and at which time Ellis will be ready to provide the undertaking.

The draft resolution has two provisions in it to which Ellis has objected:

**First:**

Although the Fishkill resolution states that Ellis must post a restoration "bond", I've drafted the Philipstown resolution to require posting security for restoration work in the form of cash or a letter of credit. Ellis would prefer to submit a bond.

Bonds are OK, but they can be difficult to draw upon in the event that the roads are damaged. The Town will have to give the surety notice and surety might disclaim or disagree as to the extent of the restoration work that is required. If there is such a disagreement, the Town could wind up in expensive litigation with the surety over performance on the bond. A letter of credit (or better still cash), on the other hand, leaves the Town in a position to simply give Ellis an opportunity to repair the roads to the Town's satisfaction and, if she fails to do so, the Town can draw on the LOC or cash and do the work itself (or contract it out).

It's true that the Fishkill resolution uses the word "bond", but it also uses the word "security". I think it's legitimate to take the position that Fishkill meant for the terms "bond" and "security" to be synonymous with "undertaking" (i.e., not limited to bonds but including cash, LOC or bond, at Philipstown's discretion). If push comes to shove, I expect that Fishkill will adopt a revised resolution using the word "undertaking" if Philipstown requests it to do so.

But, perhaps the TB doesn't have strong feelings about whether the restoration security is posted by bond or LOC. If that's the case, the TB might consider granting Ellis' request to be allowed to just post a bond.

**Second:**

The Fishkill resolution somewhat awkwardly provides: "The restoration security shall also cover the costs of pre- and post- road inspections and any documentation necessary to ensure compliance." While a "bond" for the Town's engineering fees and inspection costs is possible, the way it would work is that the Town would pay its engineering fees and inspection costs and then send a bill to Ellis and, if she didn't pay it, the Town would then make a claim on the bond surety (i.e., just as in a "payment bond"). On a relatively small job like the road restoration inspections in this matter, establishing an escrow account makes much more sense than posting a bond for costs. It's a less cumbersome procedure for the Town (i.e., the Town simply draws on the escrow to pay its bills, remitting whatever is left over to Ellis) and it's cheaper for Ellis since she doesn't have to pay the bond fee to the surety. So I drafted the approval resolution to require an escrow rather than a bond.

3



Town Clerk <townclerk@philipstown.com>

**Fwd: Philipstown Assessment**

1 message

j farrell <jfarrell@philipstown.com>

Wed, Mar 27, 2019 at 3:19 PM

To: Town Clerk <townclerk@philipstown.com>

Cc: Richard Shea <shea@philipstown.com>, Richard Shea <rrshea6@gmail.com>

Please add Central Hudson/Lime Energy to the agenda for next week's Town Board meeting. The proposal they would like to discuss is attached.

Thank you,  
Judy Farrell

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

From: **Chris Schiraldo** <Chris.Schiraldo@lime-energy.com>

Date: Tuesday, March 19, 2019

Subject: Philipstown Assessment

To: "jfarrell@philipstown.com" <jfarrell@philipstown.com>

Hello Judy,

Attached is the proposal. You will find the savings, payment plan and cash flow on the proposal.

Best Regards,

Christopher Schiraldo

Inside Sales Representative

Lime Energy | Unlocking Energy's Business Potential

4 Gateway Center, 100 Mulberry St, 4<sup>th</sup> Floor

Newark, NJ 07102

O: 973-474-5424

C: 862-235-5625

www.lime-energy.com



 **SBDI.Proposal.TOWN OF PHILLIPSTOWN.7428039500.03-01-2019 (2).pdf**  
346K



---

## Central Hudson Small Business Direct Install Lighting Program

# Energy Efficiency Proposal

---

Presented to:

**TOWN OF PHILLIPSTOWN**

Richard Shea, Supr. (Board  
Member)  
Town Of Phillipstown  
Lwr Station rd

Garrison, NY 10524-0000  
845-424-4618  
supervisor@philipstown.com

Presented by:

**David Andrick**  
Energy Service Representative

LIME ENERGY SERVICES CO.

123 Rombout Ave  
Beacon, NY 12508  
845-702-1284  
David.Andrick@Lime-Energy.com



---

**Contents:**

- 2 Summary
- 3 Measure Overview
- 4 Delivery Plan
- 10 Delivery Plan
- 11 Participation Agreement
- 14 Payment Information

Accept this proposal today to join over  
**3,510** businesses that have already  
upgraded and started to save on their  
bottom line!

# Summary

Your business could spend up to **\$8,419** less on energy per year if you take advantage of our energy efficiency upgrades with similar current conditions.

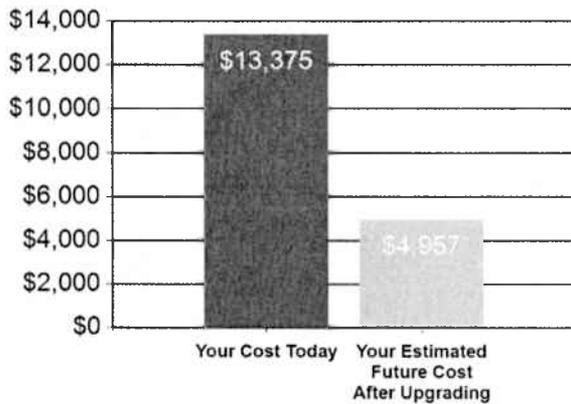
## VALUE ADDED BENEFITS

- ✓ **Reduce**  
Maintenance Costs
- ✓ **Enhance**  
Employee Productivity
- ✓ **Increase**  
Customer Comfort to Improve Sales
- ✓ **Improve**  
Workplace Safety and Reduce Potential Hazards

## EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT\*

✓ Savings after	
<b>1 Month.....</b>	<b>\$701.54</b>
✓ Savings after	
<b>1 Year.....</b>	<b>\$8,418.51</b>
✓ Savings after	
<b>5 Years.....</b>	<b>\$42,092.55</b>

Estimated Annual Lighting Cost Comparison



Total Upgrade Cost	\$25,795.49
Utility Incentive (51%)	\$13,229.09
Your Cost (49%)	\$12,566.40
Est. Annual Savings*	\$8,418.51/yr
Est. Investment Payback**	18 Months
Est. 1st Yr Return on Investment	67%

\*Estimated savings in dollars is based on a rate of \$0.140 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.  
 \*\* Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

# Payment Options

## Option 1: Lump Sum Payment - Best Option!

Est. Investment Payback *	16
Est. 1st year return on investment	74%
Deposit (11%)	\$1,256.64
Total Payment	\$11,233.35

10.61% discount of **\$1,333.05** if you pay upgrade in full after completion

\*Estimated Investment Payback is the amount of time it is expected to take to recover the project's investment through energy savings, dividing initial installed cost by the annual energy cost savings.

## Option 2: Extended Payment - 12 Payments

12 Month Extended Payment *	\$942.48 per month
Deposit (10%)	\$1,256.64
Total Payment	\$12,566.40
Monthly Cash Flow	(\$252.90)

\* **12 Payments.** Customer Deposit of **\$1,256.64** upon signing this Participation Agreement, with the remaining balance payable in **twelve (12) monthly payments of \$942.48** per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

## Option 3: Extended Payment - 24 Payments

24 Month Extended Payment*	\$471.24 per month
Deposit (10%)	\$1,256.64
Total Payment	\$12,566.40
Monthly Cash Flow	\$218.34

\* **24 Payments.** Customer Deposit of **\$1,256.64** upon signing this Participation Agreement, with the remaining balance payable in **twenty-four (24) monthly payments of \$471.24** per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

# Scope of Work

Building: TOWN OF PHILLIPSTOWN		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Floor 1: Preschool	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	10	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	10	Watts: 335 Est. Hours: 4,171 kWh:1,400
2	Floor 1: Preschool	An Exit Sign Containing (2) 15w Incandescents with Battery Backup	1	will be Replaced with a New Universal LED Exit Sign with Battery Backup	1	Watts: 29 Est. Hours: 8,760 kWh:249
3	Floor 1: Preschool	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 34 Est. Hours: 4,171 kWh:140
4	Floor 1: Ofcs.	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	5	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	5	Watts: 168 Est. Hours: 4,171 kWh:700
5	Floor 1: Ofcs.	An Exit Sign Containing (2) 15w Incandescents with Battery Backup	1	will be Replaced with a New Universal LED Exit Sign with Battery Backup	1	Watts: 29 Est. Hours: 8,760 kWh:249
6	Floor 1: Entry	A 75w Incandescent Fixture	2	will be replaced with an 15w Dimming LED A-Lamp.	2	Watts: 122 Est. Hours: 4,171 kWh:509
7	Floor 1: South foyer	An Exit Sign Containing (2) 15w Incandescents with Battery Backup	1	will be Replaced with a New Universal LED Exit Sign with Battery Backup	1	Watts: 29 Est. Hours: 8,760 kWh:249
8	Floor 1: South foyer	A 75w Incandescent Fixture	2	will be replaced with an 15w Dimming LED A-Lamp.	2	Watts: 122 Est. Hours: 4,171 kWh:509
9	Floor 1: Ofc hall	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 67 Est. Hours: 4,171 kWh:280
10	Floor 1: Side ofcs.	A 1x4, 2-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	3	Watts: 205 Est. Hours: 4,171 kWh:853

Building: TOWN OF PHILLIPSTOWN		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
11	Floor 1: Copy rm	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 67 Est. Hours: 4,171 kWh:280
12	Floor 1: Reception	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 67 Est. Hours: 4,171 kWh:280
13	Floor 1: Reception	A 75w Incandescent Fixture	2	will be replaced with an 15w Dimming LED A-Lamp.	2	Watts: 122 Est. Hours: 1,043 kWh:127
14	Floor 1: Hall to gym	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	3	Watts: 101 Est. Hours: 4,171 kWh:420
15	Floor 1: Hall to gym	A 75w Incandescent Fixture	2	will be replaced with an 15w Dimming LED A-Lamp.	2	Watts: 122 Est. Hours: 1,043 kWh:127
16	Floor 1: Reception	An Exit Sign Containing (2) 15w Incandescents with Battery Backup	1	will be Replaced with a New Universal LED Exit Sign with Battery Backup	1	Watts: 29 Est. Hours: 8,760 kWh:249
17	Floor 1: Hall to gym	An Exit Sign Containing (2) 15w Incandescents with Battery Backup	1	will be Replaced with a New Universal LED Exit Sign with Battery Backup	1	Watts: 29 Est. Hours: 8,760 kWh:249
18	Floor 1: Caffeteria	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	9	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	9	Watts: 302 Est. Hours: 4,171 kWh:1,260
19	Floor 1: Caffeteria	A 65w Incandescent Fixture	3	will be replaced with a 9.5w BR30 Dimming LED Lamp.	3	Watts: 169 Est. Hours: 4,171 kWh:706
20	Floor 1: Caffeteria	A 75w Incandescent Fixture	5	will be replaced with an 15w Dimming LED A-Lamp.	5	Watts: 305 Est. Hours: 4,171 kWh:1,273

Building: TOWN OF PHILLIPSTOWN		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
21	Floor 1: Entry	A 25w Incandescent Fixture	6	will be replaced with a 4.5w Torpedo Candelabra Base LED Lamp, Dimming.	6	Watts: 126 Est. Hours: 4,171 kWh:522
22	Floor 1: Cafeteria	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 34 Est. Hours: 4,171 kWh:140
23	Floor 1: Kitchen	A 1x4, 2-Lamp T12 Fluorescent Fixture	9	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	9	Watts: 613 Est. Hours: 4,171 kWh:2,558
24	Floor 1: Kitchen	A 100w Incandescent Fixture	2	will be replaced with an 19w Dimming LED A-Lamp.	2	Watts: 164 Est. Hours: 4,171 kWh:687
25	Floor 1: Hall to gym	A 2x4, 2-Lamp T12 Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 136 Est. Hours: 4,171 kWh:568
26	Floor 1: Gym	An Exit Sign Containing (2) 15w Incandescents with Battery Backup	5	will be Replaced with a New Universal LED Exit Sign with Battery Backup	5	Watts: 143 Est. Hours: 4,171 kWh:594
27	Floor 1: Gym	A 1x4, 4-Lamp T5 54W Fluorescent Fixture	28	LED 135W Susp Highbay, Wire Guard	28	Watts: 2,819 Est. Hours: 4,171 kWh:11,760
28	Floor 2: Stairs	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	2	Watts: 67 Est. Hours: 4,171 kWh:280
29	Floor 2: Stairs	An Exit Sign Containing (2) 15w Incandescents with Battery Backup	1	will be Replaced with a New Universal LED Exit Sign with Battery Backup	1	Watts: 29 Est. Hours: 8,760 kWh:249
30	Floor 2: Stairs	A 75w Incandescent Fixture	2	will be replaced with an 15w Dimming LED A-Lamp.	2	Watts: 122 Est. Hours: 4,171 kWh:509

Building: TOWN OF PHILLIPSTOWN		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
31	Floor 2: Storage	A 75w Incandescent Fixture	2	will be replaced with an 15w Dimming LED A-Lamp.	2	Watts: 122 Est. Hours: 1,043 kWh:127
32	Floor 2: Storage	A 1x4, 2-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	6	Watts: 409 Est. Hours: 1,043 kWh:426
33	Floor 2: 3C	A 75w Incandescent Fixture	9	will be replaced with an 15w Dimming LED A-Lamp.	9	Watts: 549 Est. Hours: 4,171 kWh:2,291
34	Floor 2: Perf. Rm.	A 65w Incandescent Fixture	14	will be replaced with a 9.5w BR30 Dimming LED Lamp.	14	Watts: 790 Est. Hours: 4,171 kWh:3,296
35	Floor 2: Perf. Rm.	An Exit Sign Containing (2) 15w Incandescents with Battery Backup	1	will be Replaced with a New Universal LED Exit Sign with Battery Backup	1	Watts: 29 Est. Hours: 8,760 kWh:249
36	Floor 2: Hallway	An Exit Sign Containing (2) 15w Incandescents with Battery Backup	4	will be Replaced with a New Universal LED Exit Sign with Battery Backup	4	Watts: 114 Est. Hours: 8,760 kWh:998
37	Floor 2: Hallway	A 65w Incandescent Fixture	6	will be replaced with a 9.5w BR30 Dimming LED Lamp.	6	Watts: 339 Est. Hours: 4,171 kWh:1,413
38	Floor 2: Rear stairs	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 69 Est. Hours: 4,171 kWh:284
39	Floor 2: Game rm	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	1	will be Retrofit with a 4-Lamp Electronic Normal Power Ballast and (4) 4' T8 LED Lamps.	1	Watts: 59 Est. Hours: 4,171 kWh:246
40	Floor 2: Hallway	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with a 4-Lamp Electronic Normal Power Ballast and (4) 4' T8 LED Lamps.	3	Watts: 177 Est. Hours: 4,171 kWh:738

Building: TOWN OF PHILLIPSTOWN		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
41	Floor 2: 13c,12c,11c,10c,9c	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	6	will be Retrofit with a 4-Lamp Electronic Normal Power Ballast and (4) 4' T8 LED Lamps.	6	Watts: 354 Est. Hours: 4,171 kWh:1,476
42	Floor 2: 9c closet	A 75w Incandescent Fixture	1	will be replaced with an 15w Dimming LED A-Lamp.	1	Watts: 61 Est. Hours: 521 kWh:32
43	Floor 2: Restrm	A 1x4, 2-Lamp T12 Fluorescent Fixture	19	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	19	Watts: 1,294 Est. Hours: 4,171 kWh:5,401
44	Floor 1: Boys restrm	A 1x4, 2-Lamp T12 Fluorescent Fixture	7	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	7	Watts: 477 Est. Hours: 4,171 kWh:1,990
45	Basement: Table game rm	A 1x4, 2-Lamp T12 Fluorescent Fixture	15	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	15	Watts: 1,022 Est. Hours: 4,171 kWh:4,264
46	Basement: 6b,5b,3b,4b	A 1x4, 2-Lamp T12 Fluorescent Fixture	8	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	8	Watts: 545 Est. Hours: 4,171 kWh:2,274
47	Basement: Kit.	A 1x4, 2-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	3	Watts: 205 Est. Hours: 4,171 kWh:853
48	Basement: Stairs	A 1x4, 2-Lamp T12 Fluorescent Fixture	1	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	1	Watts: 69 Est. Hours: 4,171 kWh:284
49	Basement: Basement	An Exit Sign Containing (2) 15w Incandescents with Battery Backup	5	will be Replaced with a New Universal LED Exit Sign with Battery Backup	5	Watts: 143 Est. Hours: 8,760 kWh:1,247
50	Basement: Hvac , storage	A 1x4, 2-Lamp T12 Fluorescent Fixture	6	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	6	Watts: 409 Est. Hours: 4,171 kWh:1,705

Building: TOWN OF PHILLIPSTOWN		Existing Fixture		Proposed Fixture		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
51	Basement: Hallway	A 1x4, 2-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	3	Watts: 205 Est. Hours: 4,171 kWh:853
52	Basement: Art	A 1x4, 2-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	3	Watts: 205 Est. Hours: 4,171 kWh:853
53	Basement: Basement	A 1x4, 2-Lamp T12 Fluorescent Fixture	3	will be Retrofit with a 2-Lamp Electronic Low Power Ballast and (2) 4' T8 LED Lamps.	3	Watts: 205 Est. Hours: 4,171 kWh:853
54	Floor 2: Hallway	Lift Required for installation	1	Articulating Lift Rental 1 Week	1	Watts: 0 Est. Hours: 4,182 kWh:0
55	Floor 2: Hallway	Lift Required for installation	1	Lift Delivery	1	Watts: 0 Est. Hours: 4,182 kWh:0

<b>Total Purchase Price.</b>	<b>\$25,795.49</b>
<b>Project Incentive</b> Central Hudsons project incentive paid directly to Lime Energy.	<b>\$13,229.09</b>
<b>Customer Price</b> Balance to be paid by Participating Customer directly to Company	<b>\$12,566.40</b>
<b>Annual Total Est. kW Savings *</b>	<b>17.167</b>
<b>Annual Total Est. kWh Savings **</b>	<b>60,132</b>

\* 1000 Watts = 1 kW

\*\* Est kWh Savings = Est. kW Savings x Est. Hours of Operation.

The energy savings estimated in this proposal is not guaranteed. The lighting energy savings in this proposal are an estimate based upon the lighting hours of use in each location, which are obtained by the Energy Advisor based upon on-site observations and interviews with the Customer, as well as the wattage reduction between the existing and proposed measures outlined in the scope of work. Any changes in lighting hours of use, equipment, abnormal weather conditions, or other external factors can impact your energy consumption.

# Delivery Plan

---

## Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Direct Install Lighting demonstrates Central Hudson's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

### 1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 4-6 weeks.

### 2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

### 3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

## Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Direct Install Lighting Team anytime at:

**845-632-6722**

The Small Business Direct Install Lighting team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

# Participation Agreement

Business Name: TOWN OF PHILLIPSTOWN

Billing Address: Po Box 155 Coldspring NY 10516-0155

Central Hudson Customer Name: Town Of Phillipstown

Facility Address: Lwr Station rd, Garrison, NY, 10524-0000

Phone: 845-424-4618 Fax: (845) 424-4618

E-Mail Address: supervisor@philipstown.com

Lime Energy Project Number: CH23440.1

## PARTICIPATING CUSTOMER

Signature:

Date:

Print Name:

Title:

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer and Lime Energy Services Co. (the "Company")), Party and together the Parties By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 45 days.

The Participating Customer authorizes that the hours provided above are accurate for the establishment that this proposal was created for. A Third-Party Evaluator may contact the Participating Customer to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by Central Hudson.

## SUMMARY OF PROPOSAL PURCHASE PRICE

Final Purchase Price	\$25,795.49
Project Incentive Central Hudson project incentive paid directly to Lime Energy.	\$13,229.09
Customer Deposits	\$1,256.64
Customer Balance	\$11,309.76

## PAYMENT TERMS

Number of Months	
Monthly Payment Amount	\$9,976.71
Discounted Customer Price	\$11,233.35

## LIME ENERGY SERVICES CO.

Name: David Andrick

Title: Energy Service Representative

Address: 123 Rombout Ave Beacon, NY 12508

Telephone/Fax: (845)702-1284 / (845) 625-1532

Email: David.Andrick@Lime-Energy.com

## The Participating Customer pays its cost contribution to Lime Energy Services Co. ("Company") by (check one):

**Lump Sum Payment.** Initial Payment of \$1,256.64 upon signing this Participation Agreement, with the remaining balance of \$9,976.71 paid upon completion of the Work. This remaining balance includes the 10.61% discount.

**12 Payments.** Customer Deposit of \$1,256.64 upon signing this Participation Agreement, with the remaining balance payable in twelve (12) monthly payments of \$942.48 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

**24 Payments.** Customer Deposit of \$1,256.64 upon signing this Participation Agreement, with the remaining balance payable in twenty-four (24) monthly payments of \$471.24 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Section 4b hereof.

**CERTIFICATION STATEMENT** Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the Central Hudson bill for the Central Hudson Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

# Participation Agreement

## 1. Program and Measure Installation:

Lime Energy Services Co. (the "Company") will install, in a good and workmanlike manner, the measures described in the Scope of Work, (the "Measures"). The Company shall use commercially reasonable efforts to install the Measures within thirty (30) days of the participating customer (the "Participating Customer") signing this Small Business Direct Install Lighting Program Participation Agreement (this "Agreement"). The Company shall furnish all preliminary audit requirements, labor, equipment, materials and such other items reasonably required for the installation of the Measures (collectively, the "Work") unless noted as an exception on Proposed Scope of Work. The Work to be provided under the Small Business Direct Install Lighting Program (the "Program") is limited to work directly associated with the evaluation and installation of Measures and shall in no way include work by the Company in connection with the correction of any existing safety issues or building code violations, whether apparent or hidden, nor shall Company or the Installation Contractor be obligated to identify or notify Participating Customer of any such safety issues or building code violations. An independent contractor (the "Installation Contractor") shall be hired by the Company to install the Measures at Participating Customer's property (the "Premises"). The Installation Contractor shall permanently disable (make them unfit for reuse) all lamps replaced pursuant to this Participation Agreement. The disposal of any lighting equipment which is removed as a part of the Work will be the responsibility of the Company. When undertaking the installation, the Installation Contractor or the Company, at their sole discretion, may choose not to make the installation of the Measures for reasons related to safety, health concerns, code violations, discovery of unforeseen conditions, the presence of asbestos or other reasons that may result in higher than anticipated installation costs. Notwithstanding anything to the contrary herein, the Company reserves the right to amend or rescind and terminate the offer set forth in this Agreement at any time, including after the execution of this Agreement, if in the Company's sole discretion, the cost, timing or availability of products or services regarding this Agreement changes or if there are changes materially that require Measures that are not approved for the Program incentives. The Company shall provide the Participating Customer notice of such amendment or rescission and termination by email, in person, or by phone. All Work shall be performed during normal business hours, Monday through Friday unless the Participating Customer, Company and Installation Contractor agree otherwise. In this case the Company shall not be entitled to any additional compensation for Work performed outside of such normal business hours unless agreed to in writing between the Company and Participating Customer. The Company shall use commercially reasonable efforts to make timely delivery and installation of equipment. In no event will the Company be responsible for lost or reduced savings or financial incentives due to delays in completion of the Work. In the event that the Work spans multiple days, the Installation Contractor may store equipment and materials at the Participating Customer's facility. Title to equipment and material shall remain with the Company until it is fully paid for by Participating Customer. Risk of loss for equipment and material shall pass to Participating Customer at the time equipment and/or material is delivered to the Premises. Customer shall provide Company and Installation Contractor with reasonable access to all necessary areas of the Premises during agreed upon days and hours.

The Company or Installation Contractor may discover a condition at the premises that prohibits installation of certain Measures, a condition that requires installation of additional measures, and/or a condition that requires different quantities of certain Measures. These additional Measures may include Measures that were omitted from the original Proposed Scope of Work due to certain conditions including but not limited to missed rooms, miscounts, code violations, or other unforeseen omissions, collectively to be known as "the Amended Measures." In the event that the Company or Implementation Contractor discovers a condition that requires Amended Measures, the participating Customer hereby consents to allow Company to install or cause to be installed (through the Installation Contractor) such Amended Measures without further notice to or authorization from Participating Customer, provided that the installation of the Amended Measures does not increase the Customer Price by more than ten percent (10%). Following the installation of any Amended Measures, the Company shall provide the Participating Customer with a Revised Scope of Work that lists the Amended Measures and their corresponding energy savings metrics. In the case of a Measure that was not installed due to a condition on or at the Premises, the Revised Scope of Work shall note that such Measure was not installed. In the event that the installation of any Amended Measures will increase the Customer Price by more than ten percent (10%), then Company shall notify the Participating Customer and shall obtain written approval from the Participating Customer before proceeding with or directing any installation of the Amended Measure(s). If the actual cost at completion of the installation is less than the estimated cost, or if the Company chooses not to install Measures in accordance with this agreement, the Company shall adjust the Participating Customer's contribution and the final invoice accordingly. If the Participating Customer has selected an Extended Payment Option, the customer's monthly payment shall be adjusted to reflect any applicable decrease in the total amount due from Participating Customer.

## 2. Warranty and Disclaimers:

The Company shall provide the following warranties against all defects in material or workmanship, unless caused by the action or inaction of the Participating Customer, its agents, subcontractors, vendors or such other party under the control of the Participating Customer:

- a. **Workmanship Warranty** – The Company shall warranty all workmanship for a period of one (1) year from the completion date of the Work. Participating Customer's sole remedy with respect to such warranty shall be Company's repair of any defective installation.
- b. **Material Warranty** - For all material defects the Company will pass through the material warranty periods provided by the manufacturer or distributor of any material or equipment installed by Company at the Premises as part of the Work. The Company will act on the Participating Customer's behalf to get replacement product or credit for any material or equipment that fails within the warranty period. Manufacturer warranty periods for eligible equipment from the date of installation are as follows: Lamps – 1 year; LED Exit Signs – 10 years; Ballasts – 5 years; Fixtures – 1 year; Occupancy Sensors – 5 years; LED lamps – 5 years; LED fixtures – 5 to 10 years (depending on type/manufacturer); LED wall packs – 5 to 10 years (depending on type/manufacturer); LED Screw-ins – 5 years
- c. **Energy Savings Disclaimer** - Neither Central Hudson nor the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill. For lighting improvements, estimated kilowatt hour energy savings displayed in this Agreement are calculated according to the wattage saved per line in the Proposed Scope of Work multiplied by the annual hours of use per line that were indicated at the time of the energy assessment.

The Company makes no other warranties, whether express or implied, with respect to the Work, including without limitation, all warranties with respect to merchantability and fitness for a particular purpose.

**Dimmer Disclosure:** LED's proposed for installation on lighting circuits with existing dimmers, as detailed in the scope of work under this contract, may require the installation of an LED-compatible dimmer(s). Lime Energy does not guarantee operation of LED's on lighting circuits currently operated by existing dimmer(s), nor their compatibility with newly installed dimmer(s), and is not responsible for any costs incurred by dimmer replacement(s) or installation thereof.

## Construction or Product Warranty Questions

For participating SBDI customers, please call 1.845.632.6722 for any construction questions and/or warranty related issues.

## 3. Confidentiality:

Without limiting the generality or specificity of any other provision of this Participation Agreement or any other agreement between Participating Customer and Company, Company and any subcontractor of Company's agrees to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of personally identifiable information ("PII") that Company creates or receives from or on behalf of Central Hudson relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes.

Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without prior written consent of the Participating Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Participating Customer that such return or destruction is complete. Company will immediately report to Participating Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Participation Agreement. Company will fully cooperate with Participating Customer in response to any such incident. Company will report to Participating Customer and fully cooperate with Participating Customer in responding to any complaints or questions regarding Company's or Central Hudson's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Central Hudson that Central Hudson provides to Company. Company agrees to defend, indemnify and hold harmless Central Hudson and Participating Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Participation Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Participation Agreement, the indemnity provision more specific to the Liabilities shall apply.

# Participation Agreement

## 4. Equipment and Customer Contribution:

- a. The estimated cost of the installation including the estimated Participating Customer's contribution is itemized on Proposal. The Participating Customer may choose one of the payment options as set forth on the Proposal. The Company shall have sole discretion in determining whether to approve Participating Customer for extended payment terms, and Participating Customer shall provide all information reasonably requested by the Company with respect to making any such determination. The Company reserves the right to receive and review credit profiles on the participating customer when deciding whether to approve extended payment terms.
  - b. In the event that one of the two options for Extended Payment Options or the DLL Financing Option is selected the Extended Payment terms and conditions attached hereto shall be incorporated herein. To the extent not prohibited by law, Lime Energy may deny at its absolute discretion, all or specific plan pricing options which may include a commercial credit check. If Lime Energy or Lender, as the case may be, determines, in its absolute discretion, that the customer's credit has deteriorated or has otherwise placed customer's repayment of the Account Balance at risk, the project may not be initiated. Lime Energy will notify the customer and return any deposit or monies paid to Lime Energy within 30 days for the specific project. In the event of a conflict between the terms and conditions of the Program Participation Agreement and the Extended Payment Terms and Conditions, the terms and conditions of the Extended Payment Terms and Conditions shall prevail.
  - c. If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Lime Energy, your account is in default. If you are in default, you will forfeit any previously agreed upon discounts, including Lump Sum pricing, and must immediately pay your total portion of the unpaid Instalment pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the Account Balance. If the minimum Instalment payment due is not paid for three (3) consecutive periods and the Account Balance is greater or equal to the sum of those three (3) minimum required payments as determined by their Due Dates, your account is in default and you must immediately pay your total portion (all past due and future amounts) of the unpaid pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the total past due Account Balance. A Returned Payment Fee in the amount of \$50.00 will be charged to your Account by Lime Energy for each payment on your Account, either by credit card, ACH, check or other means, that is returned to Lime Energy unpaid and or dishonored. Upon project completion, any changes to the original scope of work and associated costs will be documented and reflected in the close out process and reflected in the Project Completion Form, including any required changes to the Extended Payment Terms and Conditions.
- Customer also acknowledges that the total amount due from Customer may be increased (or decreased) due to and in accordance with Section 1 hereof. Should the total amount due from Customer be increased or decreased pursuant to Section 1, Customer understands that his/her monthly payment (if Customer has selected one of the Extended Payment Options or the DLL Financing Option) will be automatically increased or decreased to reflect the adjusted (increased or decreased) total amount due over the applicable payment term. Customer hereby consents to and agrees to a relevant adjustment in his/her monthly payment obligation without further notice from Company.
- d. Any amount due from Participating Customer and not received by Company within 30 days of its due date shall bear interest at the rate of one and one-half percent (1.50%) per month from the date such invoice was originally due to Company.
  - e. Participating Customer shall pay Company or Lender, as the case may be, all costs and expenses including reasonable attorney fees and/or collection agency fees incurred in collection of any past due amounts.

## 5. Follow-up Visits and On Site Monitoring:

The Company, Central Hudson or agents of either party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Participating Customer. The purpose of the follow-up visit(s) is to provide the Company and Central Hudson with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for program evaluation purposes.

## 6. Indemnification from Participating Customer:

As part of agreeing to participate in the Program, which includes financial incentives to reduce the Participating Customer's net project costs, the Participating Customer shall protect, indemnify, and hold harmless the Company, Lender (if applicable) and Central Hudson (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company, Lender (if applicable) or Central Hudson resulting from, arising out of, or relating to the Company's performance of this Participation Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Participation Agreement by, the Company, but specifically including any Losses resulting from breach or default by Participating Customer of the terms and conditions of this Participation Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Participation Agreement.

## 7. Indemnification from Company:

The Company shall indemnify and hold harmless Participating Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Participation Agreement, or (b) negligent or willful misconduct in the performance of this Participation Agreement.

## 8. Limitation on Liability:

Company's liability to Participating Customer for all Losses pursuant to this Participation Agreement will be limited to any invoiced amounts actually received by Company from Participating Customer with respect to the Work. Notwithstanding the foregoing, the Company and Central Hudson shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the non-performance of any of the terms or conditions of this Participation Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Central Hudson are not responsible and over which Company and Central Hudson have no control. Neither the Company nor Central Hudson shall, in any event, be liable to Participating Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

## 9. Representations of Customer:

Participating Customer represents, covenants and warrants to Company that Participating Customer (a) has corporate or other authority to enter into and perform under the terms of this Participation Agreement; (b) will not violate any provisions of applicable law or its organizational documents by performing under this Participation Agreement; and (c) entering into this Participation Agreement will not result in the breach of any agreement to which Participating Customer is a party.

## 10. Entire Agreement:

This Participation Agreement, including all Exhibits to this Participation Agreement and all other agreements incorporated herein by reference, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral with respect to the subject matter hereof. All provisions of this Participation Agreement shall be considered as separate terms and conditions and in the event any one of them shall be held illegal, invalid or unenforceable in an arbitration or by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect if the illegal, invalid or unenforceable provisions were not a part hereof.

## 11. Miscellaneous:

This Participation Agreement is not assignable except by written agreement entered into by the Parties hereto. Neither Party hereto shall unreasonably withhold consent to the other Party's assignment of this Participation Agreement. Any attempted assignment without the consent of the other Party hereto shall be null and void and of no effect. The Parties to this Participation Agreement are independent contractors.

## 12. Arbitration:

In the event of any dispute relating to this Participation Agreement, the Parties will attempt in good faith to resolve the dispute by conducting a minimum of two discussions between senior executives of each Party having authority to settle the dispute. If such discussions do not result in a resolution of the dispute within sixty (60) days, the dispute shall finally be settled by arbitration by a sole arbitrator in Newark, NJ in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will not have the authority to award punitive damages to either Party. Each Party shall bear its own expenses, but the Parties will share equally the expenses of the arbitrator and the AAA. This Participation Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

## 13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey.

## 14. Customer Responsibility for Additional Equipment and Services

For any additional services included in the Non-Incentivized Scope of Work, Lime Energy agrees to provide the work although the costs for this additional work will be the responsibility of the customer. Additional services may include permit fees, fixture relocations, wiring, disposal, lift equipment, any work performed outside of normal business hours, costs required to maintain compliance with electrical codes, other costs listed in the following section, and any other special project applications.

# Participation Agreement

---

## 15. Contributions for Non-Incentivized Work

For all eligible customers, this program provides incentives of up to 70% of the cumulative fixed unit price (one-for-one replacement or retro-fit of existing equipment and utilizing the existing electrical wiring and mounting hardware) of measures installed by the installation contractor. Work or services outside of this defined scope should be itemized on the "Non-Incentivized Work Form." If the implementation contractor discovers any unforeseen additional work outside of the program's scope, the customer should be informed of this additional work and any associated costs at that time. Should any additional work be required for measure installation, the customer will reserve the right to cancel the work for which additional costs are required. All of the following will be considered additional work and all costs associated with them shall be the responsibility of the customers: All incremental costs for specialty products above the costs of standard equipment; All mounting requirements, wiring needs, and other material and labor costs outside the standard scope of a one-for-one replacement or retrofit of existing equipment, including wiring, material, and labor costs associated with compliance with electrical codes. All incremental costs to comply with Prevailing Wage Laws for additional work needed to complete work at the customer's premises; All costs for general waste containers delivered to the installation site (if customer cannot provide general waste containers); All aerial lifts; All staging costs; All costs related to delays to measure implementation that are caused by obstructions, immovable objects, or other impediments to reasonable access to all lighting fixtures and equipment being replaced; All costs associated with the additional time needed to stabilize equipment connected to mislabeled circuit panels; If any work is cancelled by the customer because of the customer's responsibility for non-incentivized work, then all related costs, savings, and incentives proposed for the affected measures will be removed and reflected in the customer's final invoice.

# Payment Information

Participation Customer: TOWN OF PHILLIPSTOWN

EIN:

Facility Address: Lwr Station rd Garrison NY 10524-0000

Phone Number: 845-424-4618

Email Address: supervisor@philipstown.com

<input type="checkbox"/> <b>Payment by Credit Card</b>	<input type="checkbox"/> <b>Payment by ACH</b>
Type of Credit Card:	Bank Name::
Credit Card Number:	Bank Address:
CVC Number:                      Expiration Date:	
Cardholder Name:	Routing Number:
Billing Address:	Account Number:
	Account Name:
Signature:	Signature:

## Important Notice to Customers

**Do not sign the Small Business Direct Install Program Participation Agreement before you have read it or if it contains any blank spaces. You are entitled to a copy of the Participation Agreement. Keep a copy of the Participation Agreement so you understand your legal rights.**

**1. Sale of Equipment.** Lime Energy Services Co. ("Seller"), for and in consideration of the sum set forth above to be paid by Customer (the "Purchase Price"), does hereby agree to install, sell, assign and transfer to Customer the equipment described in the Small Business Direct Install Program Participation Agreement (the "Equipment").

**2. Payment of Customer Balance.** The portion of the Purchase Price which is not paid on or before the date set forth below (the "Customer Balance") shall be paid pursuant to the payment schedule set forth above. Customer hereby authorizes Seller to charge the Monthly Payment to the credit card or bank account (as indicated above) and to promptly notify Seller of any change to the credit card or bank account information provided above. Customer may prepay without penalty the Customer Balance in whole or in part at any time. Seller shall never be entitled to receive, collect, or apply as interest (for purposes of this Section 2 the word "interest" shall be deemed to include any sums treated as interest under applicable law governing matters of usury and unlawful interest), any amount in excess of the Highest Lawful Rate (hereinafter defined) and, in the event Seller ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be deemed a partial prepayment of principal and shall be treated hereunder as such; and, if the Customer Balance is paid in full, any remaining excess shall forthwith be paid to Customer. "Highest Lawful Rate" shall mean the maximum rate of interest which may be contracted for, charged, taken, reserved or received under applicable law after taking into account, to the extent required by applicable law, any and all relevant payments or charges hereunder.

**3. Seller Representations and Warranties.** Seller hereby represents and warrants to Customer that as of the date hereof:

**3.1 Execution and Delivery.** This Participation Agreement has been duly executed and delivered by duly authorized representatives of Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

**3.2 Title.** Seller is the owner of the Equipment, free and clear of all liens, conditional sale agreements and encumbrances. Seller's sale of the Equipment pursuant to this Participation Agreement is not encumbered by any other pre-existing, superseding, superior or inferior interest of any kind.

**4. Customer Representations and Warranties.** Customer hereby represents and warrants to Seller that as of the date hereof:

**4.1 Organization and Authority.** Customer is organized, validly existing and in good standing under the laws of the state of its formation. Customer has full power, authority and legal right to execute, deliver and perform this Participation Agreement and the execution, delivery and performance hereof has been duly authorized by all necessary action.

**4.2 Execution and Delivery.** This Participation Agreement has been duly executed and delivered by duly authorized representatives of Customer and constitutes a legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

**5. Events of Default.** Each of the following shall constitute an "Event of Default" hereunder:

**5.1 Payment Default.** The Customer defaults in making any payment of the Customer Balance upon any scheduled payment date, including but not limited to, the Final Payment Date specified above.

**5.2 Bankruptcy, Etc.** The Customer is the subject of any voluntary or involuntary bankruptcy or insolvency proceeding or Seller deems Customer to be financially insecure.

## 6. Consequences Upon Default.

**6.1 Remedies.** Upon the occurrence of an Event of Default and in each and every case, the Seller may declare the Customer Balance to be due and payable immediately, by written notice to the Customer, and upon any such declaration the same shall become and shall be immediately due and payable.

**6.2 Default Interest.** During such time as an Event of Default has occurred and is continuing, the Customer shall on demand from time to time pay interest, to the extent permitted by law, on such defaulted amount up to (but not including) the date of actual payment (whether before or after judgment) at the rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to eighteen percent (18.0%).

**6.3 Enforcement Costs.** Customer promises to pay all costs and expenses, including reasonable attorneys' fees, incurred in the collection and enforcement of this Participation Agreement.

## 7. Miscellaneous.

**7.1 Successors and Permitted Assigns.** This Participation Agreement shall inure to and bind (i) Customer and Customer's successors and permitted assigns, and (ii) Seller and Seller's successors and assigns. Without limitation of the foregoing, Customer expressly acknowledge that Seller may assign and transfer all its rights and interests hereunder to an assignee to be identified by Seller, and acknowledge and agree that, upon execution and delivery of the assignment in relation thereto, such assignee shall hold all of the rights and interests of Seller hereunder. Customer may not sell or assign this Participation Agreement, or any other agreement with Seller or any portion thereof, either voluntarily or by operation of law, without the prior written consent of the Seller, which consent shall not be unreasonably withheld or delayed.

**7.2 Entire Participation Agreement; No Oral Modification.** This Participation Agreement constitutes the entire agreement between Seller and Customer with regard to the subject matter thereof. No provision of this Participation Agreement shall be modified unless in writing by an authorized representative from the executive offices of Customer.

**7.3 Severability.** Seller and Customer intend this Participation Agreement to be a valid and enforceable legal instrument, and no provision of this Participation Agreement which may be deemed unenforceable shall in any way invalidate any other provisions of this Participation Agreement, all of which shall remain in full force and effect.

**7.4 Choice of Law and Venue; Arbitration and Attorney Fees.** This Participation Agreement shall be considered to have been made in the State of Newark, NJ and shall be interpreted in accordance with the laws and regulations of the State of Newark, NJ without regard to its conflicts of laws principles. Any controversy or claim arising out of or relating to this Participation Agreement, or the breach thereof, shall be settled by arbitration at the American Arbitration Association in Newark, NJ. The prevailing party in any arbitration shall be entitled to reasonable attorneys' fees, together with all costs and expenses incurred in pursuit thereof.

**7.5 Counterparts.** This Participation Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Participation Agreement to produce or account for more than one such counterpart. The signature of any party by transmitted facsimile machine shall be considered for these purposes as an original signature.

**7.6 Notices.** Any notice required by the provisions of this Participation Agreement shall be in writing and shall be delivered by hand, by facsimile machine, by overnight courier or mailed by first class, registered or certified mail, postage prepaid, at the respective address of Seller and Customer set forth above. A written notice shall be deemed to have been given to the recipient party on the earlier of: (a) the date it shall be delivered to the address required by this Participation Agreement; (b) the date delivery shall have been refused at the address required by this Participation Agreement; or (c) with respect to notices sent by mail, the date as of which the postal service shall have indicated such notice to be undeliverable at the address required by this Participation Agreement.

**7.7 Seller's Notice Address.** Seller's principal address is 123 Rombout Avenue, 2nd Floor, Beacon, NY 12508.

# NELSONVILLE FISH & FUR CLUB

4

EST. 1895

MAILING ADDRESS: 36 PARSONAGE ST. COLD SPRING, N.Y. 10516

To Whom it May Concern,

The Nelsonville Fish & Fur Club was established in 1895 by a group of men with the same interest in fishing , hunting, and trapping. It is the oldest hunting club in New York State. 124 years after its founding, the Club is still going strong.

For the past **30 years**, the Club has held the Annual Kids Fishing Derby, which has become a great family day and community event for children 15 and under and their parents. (Average 120 kids). The derby is supported and sponsored by local businesses in our community and municipalities and emergency services, just to name a few. The event is held every May for all the kids. The Club stocks the local reservoir with over 285 trout ranging from 10" to 22" and 5 special golden trout from a local hatchery. Prizes are given for the largest fish and the smallest fish taken that day. Everything is free to all that attend the derby, including hot dogs, pizza, soda, water, candy, coffee, and pastries. All the bait is supplied by the Club absolutely free.

**The only way that we are able to keep this event going is by donations.** This years derby will be held on May 5th, 2019 at the Cold Spring Reservoir on Fishkill Rd.

On this note, we would love to have your support for this great day. Please help us keep this great community event going with a donation or giveaways!

Thank You

President: Mike Savastano / Vice President: Chet Warren

Secretary: Ed Mancari / Treasurer: Mark Frisenda

***Celebrating 30 Years of Kids Fishing Day!***





5

## TOWN OF PHILIPSTOWN

238 Main St. P.O. Box 155 Cold Spring, NY 10516

RICHARD SHEA, SUPERVISOR

(845) 265-3329

TINA M. MERANDO  
TOWN CLERK AND TAX COLLECTOR

JOHN VAN TASSEL, COUNCILMAN  
MICHAEL LEONARD, COUNCILMAN  
ROBERT FLAHERTY, COUNCILMAN  
JUDITH FARRELL, COUNCILWOMAN

February 8, 2019

Ms. Barbara Barosa  
Planning 1  
Putnam County Planning Department  
841 Fair Street  
Carmel, New York 10512

**RE: A Local Law establishing a six (6) month moratorium on the submission and processing of applications for Land Use Approvals for "Vape Shops" within the Town of Philipstown.**

Dear Ms. Barosa:

As required by General Municipal Law, enclosed please find the following:

- A Local Law establishing a six (6) month moratorium on the submission and processing of applications for Land Use Approvals for "Vape Shops" within the Town of Philipstown.

I will notify you when a Public Hearing has been scheduled.

Sincerely,

Tina M. Merando  
Town Clerk

Encl.

cc: file

# Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County  City  Town  Village  
(Select one.)

of Philipstown

Local Law No. 2 of the year 2019

A local law establishing a six (6) month moratorium on the submission and processing  
(Insert Title)  
of applications for Land Use Approvals for "Vape Shops" within the Town of  
Philipstown.

Be it enacted by the Town Board of the  
(Name of Legislative Body)

County  City  Town  Village  
(Select one.)

of Philipstown as follows:

(If additional space is needed, attach pages the same size as this sheet, and number each.)

Town of Philipstown, County of Putnam, State of New York

Proposed Law No. \_\_\_\_ of the year 2018

A Local Law establishing a six (6) month moratorium on the submission and processing of applications for Land Use Approvals for "Vape Shops" within the Town of Philipstown.

Be it enacted for a period of six (6) months by the Town of Philipstown as follows:

**Section 1. Intent and Authority**

This Local Law is adopted pursuant to the provisions of the Municipal Home Rule Law of the State of New York and Article 16 of the Town Law of the State of New York, with the procedural provisions of the Municipal Home Rule Law controlling.

**Section 2. Short Title**

This Local Law shall be known as: "The Town of Philipstown Vape Shop Moratorium Law of 2018."

**Section 3. Definitions**

"Code" means the Town of Philipstown Code.

"Town" means the Town of Philipstown.

"Town Board" means the Town Board of the Town of Philipstown.

"Town Clerk" means the Town Clerk of the Town of Philipstown.

"Land Use Approvals" means special use permit, site plan approvals and building permits.

"Vape Shops" means retail stores selling electronic cigarettes and other vaporizing products and accessories whether or not such products contain nicotine.

**Section 4. Legislative Purpose**

A. The purpose of this Local Law is to enable the Town to prevent the submission and processing of any applications for Land Use Approvals for Vape Shops within the Town pending the Town Board's review and consideration of proposed amendments to the Town Coder regarding placement and operation of the same.

B. It is further the purpose of this Local Law to fulfill the Town's constitutional, statutory, and legal obligations to protect and preserve the public health, welfare, and safety of the citizens of the Town, as well as to protect the value, use and enjoyment of property in the Town by temporarily prohibiting the submission and processing of applications for Land Use

Approvals for Vape Shops within the Town pending consideration of the said amendments to the Town Code.

C. The Town Board finds that the following concerns must be considered with respect to the present land use regulations of the Town and the possible adoption of regulations with respect thereto:

1. The widespread sale and use of vaporizing products has increased significantly in the region.

2. The Town Board desires to protect the aesthetic and scenic resources as well as real estate values within the Town by considering the appropriate zoning and other regulation of Vape Shop uses under the Town Code.

D. That the submission and processing of applications for Land Use Approvals for Vape Shops within the Town without first addressing the above factors may have a permanent, significant, and substantial negative impact on the nature and quality of life in the Town and on the health, safety, general welfare, and comfort of its residents.

E. That to preserve the resources and character of the Town, to consider further the concerns of the residents and property owners of the Town, and to address further the needs of those residents and property owners, the Town finds that it requires time to study the impacts, effects, and regulation of the development of Vape Shops within the Town.

F. The Town Board hereby finds that a moratorium of six (6) months duration, coupled with a hardship waiver procedure and mechanism for persons seeking Land Use Approvals for Vape Shops within the Town, will achieve the balancing of interests between the public need to safeguard the resources and character of the Town, the health, safety and general welfare of its residents, and the rights of individual property owners, persons, or businesses engaging in various development activities during such period.

#### **Section 5. Imposition of Moratorium**

A. For a period of six (6) months from and after the effective date of this Local Law, except as provided in Section "6" below: (i) no new applications for Land Use Approvals for Vape Shops shall be accepted or processed by the Town; and (ii) no previously submitted applications for Land Use Approvals for Vape Shops will be further processed by the Town.

#### **Section 6. Alleviation of Extraordinary Hardship**

A. The Town Board may authorize exceptions to the moratorium imposed by this Local Law when it finds, based upon evidence presented to it, that deferral of action on an application for a Land Use Approval for a Vape Shop would impose an extraordinary hardship on a landowner or applicant.

B. An application for an exception based upon extraordinary hardship shall be filed with the Town Clerk, including a fee of five hundred and 00/100 Dollars (\$500.00) for each tax map parcel claimed to be subject to extraordinary hardship, by the landowner or the applicant, upon the consent of the landowner. The application shall provide a recitation of the specific facts that are alleged to support the claim of extraordinary hardship and shall contain such other information and/or documentation as the Town Board or its designee, shall prescribe as necessary for the Town Board to be fully informed with respect to the application.

C. A public hearing on any application for an exception to this Local Law based upon extraordinary hardship shall be held by the Town Board at a meeting of the Town Board no later than forty-five (45) days after the complete application for extraordinary hardship has been filed with the Town Clerk. The Town Board shall determine, by motion duly adopted, when an application based upon extraordinary hardship is complete.

D. In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Board shall consider the following criteria:

1. The extent to which the proposed development activity would cause significant environmental degradation, adversely impact existing development in the area, be detrimental to public health, comfort or safety concerns and/or have a negative impact upon the Town.

2. Whether the moratorium will expose a property owner or applicant to substantial monetary liability to a third person or would leave the property owner or applicant completely unable, after a thorough review of alternative solutions, to have a reasonable alternative use of the property.

3. The extent to which actions of the applicant were undertaken in good faith belief that the proposed development would not lead to significant environmental degradation, adversely impact existing development in the area, have an adverse impact on public health or safety, and/or have a negative impact upon the Town of Philipstown.

E. Mere delay or concern that regulations may be adopted prohibiting establishment of a Vape Shop use is insufficient to constitute an extraordinary hardship under this section.

F. At the conclusion of the public hearing and after reviewing the evidence and testimony placed before it, the Town Board shall, in its sole discretion, act upon the application for an exception based upon extraordinary hardship. The Town Board may approve, deny or approve in part and deny in part the application being acted upon.

## **Section 7. Validity**

In the event that any section, sentence, clause or phrase of this Local Law is held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall in no way affect the validity of the remaining portions of this Local Law.

## **Section 8. Effective Date**

This Local Law shall become effective upon being duly adopted by the Town Board, provided that it shall subsequently be filed with the Secretary of State of the State of New York.



**Putnam County  
Department of Planning, Development,  
and Public Transportation**

**Sandra M. Fusco  
Commissioner**

*www.putnamcountyny.com*  
**2 Route 164, Suite 1  
Patterson, NY 12563**

**Phone: (845) 878-3480  
Fax: (845) 808-1948**

**SECTION 239 CASE REFERRAL**

Case Received:  Report Required:  Completed:

Application Name:  Referral #:

TOWN: Carmel:  Philipstown:  VILLAGE: Brewster:   
 Kent:  Putnam Valley:  Cold Spring:   
 Patterson:  Southeast:  Nelsonville:

Referred by: PB:  ZBA:  Town Board:  Historic District Review Board:

Location of Project:

Present Zone:  Tax Map #:

Type of action: Variance:  Zoning Ordinance:  Master Plan:   
 Subdivision:  Special Use Permit:  Subdivision Regulations:   
 Site Plan:  Rezoning:  Certificate of Appropriateness:   
 Zoning Amendment/Interpretation:

**DECISION BY COUNTY:**

Approved as Submitted:  Modification:  Disapproved:

**Basis for Decision Other than Approval:**

\_\_\_\_\_  
 \_\_\_\_\_

Reviewed by Barbara Barosa Barbara Barosa, Senior Planner  
 (Signature) (Title)



6



Town Clerk <townclerk@philipstown.com>

---

## Stormwater MS 4 Public Hearing & Report Completion

1 message

**Mike Leonard** <MLeonard@philipstown.com>

Fri, Mar 15, 2019 at 8:25 PM

To: "Highway Department," <highwaydepartment@philipstown.com>, Max Garfinkle <mgarfinkle@philipstown.com>, Town Clerk <townclerk@philipstown.com>, Town Supervisor <supervisor@philipstown.com>

As approved at the March Town Meeting. We need the Stormwater MS 4 Public Hearing placed on the May Town Meeting agenda.

The draft report shall be given to Town Supervisor upon completion for conditional approval pending any additional public comments. The draft report shall be placed on town web for at least ten days for public review.

Once completed the final report shall be signed by Town Supervisor by end of May and sent to address found in Section 4 - Certification Statement. A copy of the final report shall be placed on town web for public review.