

April 19, 2016  
April 25, 2016

**Town Board Monthly Meeting  
May 5, 2016 7:00 p.m. Town Hall**

**7:00 p.m.** – Public Hearing to amend a Local Law to amend the Town Code Chapter 175 by amending Town Code Section 75-8 “Zoning Maps” to change the zoning designation from “RR” to “HC.”

Immediately following:

Monthly Town Board Meeting

**SALUTE TO THE FLAG**

**REVIEW OF MINUTES**

- Monthly Meeting of April 7, 2016

**COMMITTEE REPORTS**

1) Conservation Board    2) Recreation    3) Recycling    4) Planning Board  
5) Zoning    6) Highway    7) Building & Land Acquisition    8) Putnam  
County Legislator    9) Cemetery Committee

**AGENDA**

1. Honorary Resolution for Marissa DiPalo.
2. Honorary Resolution for Marina Martin.
3. Honorary Resolution for Alexandria Gariepy
4. Resolutions needed to adopt proposed Local Law to change the zoning designation from “RR” to “HC:”
  - SEQRA/Negative Declaration (Roll Call)
  - Resolution accepting the Developer's Agreement and authorizing Supervisor Shea to sign the same.
5. Resolution adopting Local Law to change the zoning designation from “RR” to “HC.” (Roll Call)
6. Resolution accepting the resignation of Kevin Donohue as Code Enforcement Officer effective April 29, 2016. (Nunc Pro Tunc)
7. Resolution authorizing Town Clerk Merando to advertise for an available position of Code Enforcement Officer.



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8. Resolution appointing Melissa Carlton as a member of the Board of Assessment Review filling the vacancy left by Jamie Adams, whose term will expire September 30, 2020.
9. Resolution authorizing Supervisor Shea to sign a letter of support for Little Stony Point Association's application for a Consolidated Funding Grant.  
(Nunc Pro Tunc)
10. Resolution authorizing Supervisor Shea to sign the Memorandum of Understanding with regard to the Hudson River Valley Greenway Grant for the Depot Theatre.
11. Resolution authorizing the release of escrow funds for Rockwell/Cold Spring Farm.
12. Resolution authorizing a donation to the Village of Cold Spring Independence Day Committee in the amount of \$500.00
13. Resolution authorizing Supervisor Shea to sing the Intermunicipal Agreement between the Town and the Town of Cortlandt for sharing equipment.
14. Town Clerk Merando to appoint Tara Percacciolo as Deputy Town Clerk/ Deputy Tax Collector serving the Clerk's Office Mondays, Wednesdays, and Fridays.
15. Code Enforcement Monthly Report.
16. Schedule Workshops/Meetings
17. Any other business that may come before the Town Board.

#### **AUDIENCE**

#### **VACANCIES**

Board of Assessment Review (1)  
CV Park District Advisory Committee (3)  
Zoning Board (1)

#### **APPROVAL OF VOUCHERS**

General      Highway      CVPD      CVWD

#### **ADJOURNMENT**



## **PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN**, that a Public Hearing will be held by the Town Board of the Town of Philipstown at the Town Hall, 238 Main Street, Cold Spring, New York, on the 5<sup>th</sup> day of May, 2016, at 7:00 p.m. in the evening of that day upon the question of a **LOCAL LAW TO AMEND THE TOWN CODE CHAPTER 175 BY AMENDING TOWN CODE SECTION 175-8 "ZONING MAPS" TO CHANGE THE ZONING DESIGNATION FROM "RR" TO "HC."** All persons interested will be heard at the time, date and place specified above.

A complete copy of the proposed Local Law is on file in the Town Clerk's Office, Town of Philipstown, Town Hall, 238 Main Street, Cold Spring, New York where it may be examined during the Town Office Hours.

DATED: April 20, 2016

By Order of the Town Board of the Town of Philipstown

Tina M. Merando  
Town Clerk



## 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. 1 of the year 20<sup>16</sup>

A local law TO AMEND TOWN CODE CHAPTER 175 BY AMENDING TOWN CODE SECTION 175-8

(Insert Title)

"ZONING MAPS" TO CHANGE THE ZONING DESIGNATION OF CERTAIN PROPERTY

FROM "RR" TO "HC."

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 LOCAL LAW NO. OF 2016

A LOCAL LAW TO AMEND TOWN CODE CHAPTER 175 BY AMENDING TOWN CODE SECTION 175-8 "ZONING MAPS" TO CHANGE THE ZONING DESIGNATION OF CERTAIN PROPERTY FROM "RR" TO "HC".

### 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, and in accordance with the Zoning Law of the Town of Philipstown, New York – Article X entitled "Amendments." To the extent the provisions of this local law are in conflict with Town Law, the Town Board hereby asserts its intention to supersede Town Law pursuant to the Municipal Home Rule Law.

### SECTION 2. PURPOSE

The purpose of this Local Law is to amend the Town's Zoning Code to implement the provisions of the Town's Comprehensive Plan by changing the zoning designation from "RR" (Rural Residential District) to "HC" (Highway Commercial District) for all that real property in the Town of Philipstown, Putnam County, State of New York identified on the Tax Map as Section 16.20, Block 1, Lot 21 (SBL 16.20-1-21) and more fully described in the metes and bounds description attached hereto.

### SECTION 3. AMENDMENT OF TOWN CODE

The Zoning Map of the Town of Philipstown as established by Town Code Section 175-8 is hereby amended to change the zoning designation from "RR" (Rural Residential District) to "HC" (Highway Commercial District) of all that real property in the Town of Philipstown, Putnam County, State of New York identified on the Tax Map as Section 16.20, Block 1, Lot 21 (SBL 16.20-1-21) and more fully described in the metes and bounds description attached hereto; acknowledging that a small portion of said property is presently zoned HC and that the zoning designation of the said portion shall remain HC.

### SECTION 4. SEVERABILITY

If any clause, sentence, paragraph, word, section or part of this local law shall be judged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the language directly involved in the controversy in which judgment shall have been rendered.

### SECTION 5. EFFECTIVE DATE

This Local Law shall become effective upon filing with the Secretary of State of the State of New York subsequent to having been duly adopted by the Town Board.



File No. 89-158  
Work Order No. 21038  
File Name: DK02JL13BD\_Petition\_for\_Zoning Change.doc  
Date Created: July 2, 2013  
Date Revised: April 5, 2016  
Date Printed: April 5, 2016  
Figure No. 406  
Author: GJW

**EXHIBIT A**  
**Description of Property**  
**prepared for**  
**BRUCE & DONNA KEHR**  
**Land Subject to Petition for Change of Zoning**

**ALL** that certain parcel of land situate in the Town of Philipstown, County of Putnam, and State of New York that is a portion of those lands that were heretofore conveyed by Thomas Braia and Catherine Braia to Bruce Kehr and Donna Kehr by that certain deed dated July 19, 2005, and recorded in the Putnam County Clerk's Liber 1717 of deeds at page 479 that is bounded and described as follows:

**BEGINNING** at the point on the line dividing the lands so conveyed to Bruce and Donna Kehr, on the north from lands formerly of Rosa (deed incorrectly cites Roder), and now or formerly of Mueller, on the south, that is distant

S 65°39'25" E 478.89 feet

measured along the said division line from the point where it meets the easterly line of US Route 9 (deed incorrectly states "NYS Route 5149" instead of State Highway No. 5149, which is this part of US Route 9) that is the point of beginning of the lands so conveyed to Bruce Kehr and Donna Kehr.

**THENCE** from the said point of beginning, through the lands so conveyed to Bruce Kehr and Donna Kehr and continuing along lands formerly of Selleck and now or formerly of Kehr, lands formerly of Roder and now or formerly of Kehr and lands now or formerly of Romito that are shown on that certain map entitled "Clove Brook Homesites", which was filed in the Putnam County Clerk's office on April 18, 1952 as Map No. 645, the following courses:

N 24°51'18" E 320.45 feet,  
S 63°27'51" E 20.34 feet, and  
N 24°52'58" E 279.13 feet,

to a point at the line of lands formerly of Adams, formerly of Casey and now or formerly of Diebboll. Thence along the said Diebboll lands

S 38°11'14" E 752.88 feet,



**EXHIBIT A, Continued**

April 5, 2016

**BRUCE & DONNA KEHR**  
Land Subject to Petition for Change of Zoning

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to a point in the middle of Clove Brook. Thence southerly and westerly up and along the centerline of Clove Brook the following courses:

S 00°01'56" W 164.32 feet,  
S 59°28'10" W 167.89 feet,  
N 85°29'17" W 114.17 feet,  
N 56°33'25" W 72.67 feet,  
N 78°51'02" W 39.87 feet,  
N 63°06'15" W 47.94 feet,  
N 41°23'03" W 90.48 feet,  
N 02°10'10" E 27.12 feet,  
N 63°44'09" W 60.52 feet,  
N 52°00'00" W 56.16 feet,  
N 56°00'00" W 35.00 feet, and  
S 77°00'00" W 22.56 feet,

to a point at the line of the aforementioned lands formerly of Rosa and now or formerly of Mueller. Thence along the said Mueller lands

N 65°39'25" W 138.78 feet

to the point or place of beginning, containing 7.392 acres, more or less.

N.B. The meridian (North Point) used in the foregoing description refers to the New York State Coordinate System, East Zone, NAD 1927, The Meridian is True North at 74°20'00" West Longitude and bears 13°31'50" clockwise from the meridian of the deed recorded in Liber 1717 at page 479. This note should remain with this description in any instrument to which it may become a part.

Prepared by  
**BADEY & WATSON**  
*Surveying & Engineering, P.C.*  
3063 Route 9  
Cold Spring, New York 10516  
(845) 265-9217 (voice)  
(845) 265-4428 (fax)  
(877) 3.141593  
[www.Badey-Watson.com](http://www.Badey-Watson.com)



(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

**1. (Final adoption by local legislative body only.)**

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 2016 of the (County)(City)(Town)(Village) of TOWN OF PHILIPSTOWN was duly passed by the TOWN BOARD on        20      , in accordance with the applicable provisions of law.  
(Name of Legislative Body)

**~~2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer\*.)~~**

~~I hereby certify that the local law annexed hereto, designated as local law No.        of 20       of the (County)(City)(Town)(Village) of        was duly passed by the        on        20      , and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the        and was deemed duly adopted (Elective Chief Executive Officer\*) on        20      , in accordance with the applicable provisions of law.~~

**3. (Final adoption by referendum.)**

~~I hereby certify that the local law annexed hereto, designated as local law No.        of 20       of the (County)(City)(Town)(Village) of        was duly passed by the        on        20      , and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the        on        20      . (Elective Chief Executive Officer\*)~~

~~Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on        20      , in accordance with the applicable provisions of law.~~

**~~4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)~~**

~~I hereby certify that the local law annexed hereto, designated as local law No.        of 20       of the (County)(City)(Town)(Village) of        was duly passed by the        on        20      , and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the        on        20      . Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of        20      , in accordance with the applicable provisions of law.~~

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.



**5. (City local law concerning Charter revision proposed by petition.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on \_\_\_\_\_ 20\_\_\_\_, became operative.

**6. (County local law concerning adoption of Charter.)**

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_\_ of 20\_\_\_\_ of the County of \_\_\_\_\_ State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 20\_\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

**(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)**

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

\_\_\_\_\_  
Clerk of the county legislative body, City, Town or Village Clerk or  
officer designated by local legislative body

Date: \_\_\_\_\_

(Seal)



## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

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

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

<b>Part 1 - Project and Sponsor Information</b>							
Name of Action or Project: Zoning Change for ESP - Kehr Property							
Project Location (describe, and attach a location map): Route 9 and Stephanie Lane, Philipstown, New York							
Brief Description of Proposed Action: A local law to change the zoning designation of certain real property from RR to HC.							
Name of Applicant or Sponsor: Town of Philipstown Town Board		Telephone: 845-265-5200 E-Mail: Supervisor@phillpstown.com					
Address: 238 Main Street - P.O. Box 155							
City/PO: Cold Spring		State: NY	Zip Code: 10516				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							



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



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO  <input type="checkbox"/>	YES  <input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: <u>Town of Philipstown Town Board</u> Date: <u>April</u> , 2016 Signature: _____ <u>Richard Shea, Supervisor</u>		



**Narrative Description – Short Form Environmental Assessment Form**  
**Part 1, Question 1:**

The Local Law would amend the Town Code by changing the zoning designation of certain real property on the Town Zoning Map from Rural Residential ("RR") to Highway Commercial ("HC") in order to allow an existing commercial use to qualify for the site plan approval needed to allow the existing use and operation to remain on the property.



**DEVELOPER'S AGREEMENT**

THIS DEVELOPER'S AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2016,  
by and between BRUCE KEHR and DONNA KEHR, 3330 Route 9, Cold Spring, New York 10516  
(hereinafter referred to as "Developer"), and the TOWN OF PHILIPSTOWN, a municipal  
corporation having its principal place of business at 238 Main Street, P.O. Box 155, Cold Spring,  
New York 10516 (hereinafter referred to as "Town");

**RECITALS**

WHEREAS, the Developer is the owner of certain real property identified as Town of  
Philipstown Tax Map Section 16.20, Block 1, Lots 18, 20 and 21 (SBL 16.20-1-18, 20 and 21),  
consisting of 11.239 +/- acres of land located on New York State Route 9 in the Town of Philipstown  
(hereinafter referred to as the "Site"); and

WHEREAS, the said lots 16.20-1-18 and 16.20-1-20 are presently designated "Highway  
Commercial" ("HC") under the Town Zoning Code and the said lot 16.20-1-21 is presently  
designated "Rural Residential" ("RR") under the Town Zoning Code; and

WHEREAS, the Developer has lot 16.20-1-18 as a combined "retail/service/warehouse"  
business called Expanded Supply Products ("ESP"); and

WHEREAS, the Developer has previously obtained site plan approval for ESP from the  
Town of Philipstown Planning Board; and

WHEREAS, the Developer has made certain improvements to the said lots 16.20-1-18 and  
16.20-1-20 beyond that allowed by the said site plan and without obtaining amended site plan  
approval; and



WHEREAS, the Developer now proposes to seek amended site plan approval for the said unauthorized improvements as well for certain additional improvements; and

WHEREAS, the Developer's proposal does not conform with the bulk requirements of the Town Code; and

WHEREAS, to remedy the said non-conformity and to allow for legal development and use of the said property the Developer proposes that a change in the applicable zoning be enacted under which the zoning designation of the said lot 16.20-1-21 shall be changed from "RR" to "HC"; and

WHEREAS, the proposed zoning change is not contrary to the terms and provisions of the Town's Comprehensive Plan; and

WHEREAS, the Town Board is willing to entertain a local law enacting the requested zoning change provided that certain measures are taken by the Developer to safeguard the community from potential adverse environmental impacts and possible detrimental effects of the proposed development; and

WHEREAS, the Developer is willing to comply with the proposed measures and safeguards on condition that the said zoning change is enacted;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Developer acknowledges that the Town of Philipstown Town Board acts in a purely legislative capacity in regard to enactment of zoning regulations and is under no legal obligation to enact a local law changing the zoning designation of the said lot 16.20-1-21 from RR to HC; but in order to satisfy the legitimate concerns of the Town Board in regard to potential impacts of the requested zoning change, the Developer hereby agrees and covenants that, in the event that the Town of Philipstown Town Board enacts a local law changing the zoning designation of the said lot 16.20-1-21 from RR to HC:



A. The Developer shall execute and record in the office of the Putnam County Clerk the Conservation Easement a copy of which is attached as Exhibit "A";

B. The Developer shall execute and record in the office of the Putnam County Clerk the Road Maintenance Agreement a copy of which is attached as Exhibit "B";

C. Notwithstanding the provisions of Town Code §176-68(D), the Developer shall submit an application for site plan approval to the Town Planning Board which shall not be limited to new improvements but, rather, shall encompass all existing and proposed improvements on the property;

D. Any application for site plan approval for ESP's said property shall include, at a minimum, and in addition to all information required by the Town Code, the following:

- A note indicating that the said lot 16.20-1-21 is subject to a conservation easement;
- A chain link fence of at least four feet (4') will define the rear of the property at the ESP yard (i.e., the said lots 16.20-1-18 and 16.20-1-20);
- A fence, consisting of chain link with screening slats or the equivalent, between the Developer's property and rear yard of the Merrigan property on Stephanie Lane, starting at the existing pine trees and running towards Route 9.
- Screening, consisting of trees and/or shrubs of at least six feet (6') in height installed at the property line between the Developer's property and the Merrigan property on Stephanie Lane.
- Permanent signage and boundary markers at the rear and side boundary lines of the buildable area with the conserved area of the said lot 16.20-1-21 designating the area subject to the conservation easement;
- Appropriate notes indicating that the only allowable use outside the buildable area on the said lot 16.20-1-21 will be for septic expansion;
- A note indicating that a building permit issued by the Philipstown Building Department must be secured in order to construct any additional structures;
- The maximum possible buffer for Clove Creek as established by the above-mentioned Conservation Easement; and



- A note indicating that along the northerly property line of the said lot 16.20-1-21 the required minimum setback for the lot is 50 feet.

E. The Developer's existing right-of-way on the Merrigan property on Stephanie Lane will be released and an appropriate release of the same will be recorded by the Developer with the Putnam County Clerk;

F. The Developer's existing right-of-way on the Diebboll property on Stephanie Lane will be released, excepting for the portion thereof necessary to enter the said lot 16.20-1-21 and provide for a cul-du-sac, and an appropriate release of the same will be recorded by the Developer with the Putnam County Clerk; and

G. In the event that, following the amended site plan approval sought herein by the Developers, there shall exist a zoning violation on the said property for more than ninety (90) days after a notice of violation has been issued by the Town Code Enforcement Officer, then, in addition to all other remedies prescribed by law, the Town shall have the right to commence an action in New York State Supreme Court seeking injunctive relief requiring the property owner to remedy the said violation and in such action the Town shall be entitled to recover actual attorneys fees incurred therein in addition to any civil fine or penalty prescribed by law.

2. All parties agree and acknowledge that:

A. In the event that the Town of Philipstown Town Board denies the Developer's petition for enactment of a local law changing the zoning designation of the said lot 16.20-1-21 from RR to HC the obligations, terms and provisions hereof shall become null and void:

B. In the event that the Town of Philipstown Town Board enacts a local law changing the zoning designation of the said lot 16.20-1-21 from RR to HC, and such local law is subsequently voided or otherwise annulled by a court of competent jurisdiction, then the obligations, terms and provisions hereof shall become null and void:

C. The Developer retains the right to cancel and declare void the terms and provisions of this Developer's Agreement at any time prior to an affirmative vote of the Town of Philipstown Town Board to enact a local law changing the zoning designation of the said lot 16.20-1-21 from RR to HC;

D. Each of the parties was represented by counsel in connection with this Developer's Agreement and the Developer's Agreement was the result of negotiations between the Developer and the Town. The Developer hereby waives any claim or cause of action it may assert against the Town in connection with the negotiation of this Developer's Agreement or the terms hereof.



E. This Developer's Agreement shall be binding upon and inure to benefit of the parties' successors and assigns.

F. This Developer's Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, that may have related in any way to the subject matter hereof. Any modification or change to this Developer's Agreement or any waiver of the terms hereof must be made in writing signed by all parties.

G. The language used in this Developer's Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. This Developer's Agreement shall be governed by and construed in accordance with the laws of the State of New York.

H. Within thirty (30) days following execution by all parties, the Developer shall record this Developer's Agreement in the Putnam County Clerk's Office at the Developer's expense. The Developer shall provide proof of such recording to the Town Attorney.

I. The parties hereto shall be deemed to have executed this Developer's Agreement upon the date and year set forth above.

TOWN OF PHILIPSTOWN

By:

\_\_\_\_\_  
Richard Shea, Supervisor

\_\_\_\_\_  
BRUCE KEHR

\_\_\_\_\_  
DONNA KEHR



**ACKNOWLEDGEMENTS**

STATE OF NEW YORK     )  
                                  )     SS.:  
COUNTY OF PUTNAM    )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, personally appeared RICHARD SHEA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
                                  )     SS.:  
COUNTY OF PUTNAM    )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, personally appeared BRUCE KEHR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
                                  )     SS.:  
COUNTY OF PUTNAM    )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, personally appeared DONNA KEHR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## SCHEDULE "A"



### CONSERVATION EASEMENT

This Conservation Easement agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between **Bruce Kehr and Donna Kehr**, residing at 3330 Route 9, Cold Spring, NY 10516, Grantors, and the Town of Philipstown, a Municipal Corporation, with its offices located at Town Hall, 238 Main Street, Cold Spring, NY 10516 "Grantee".

**WHEREAS**, the Grantors, own in fee three (3) parcels of real property located in the Town of Philipstown, Putnam County, New York, as follows: -- --

Tax Map ID	Deed Date	Grantor(s)	Deed Liber	Deed Page
16.20-1-18	August 25, 1989	Bart P. & Dolores Carbone	1068	35
16.20-1-20	March 27, 1992	Pauline Sammut Siebert	1154	23
16.20-1-21	July 19, 2005	Thomas & Catherine Braia	1717	479

**WHEREAS**, the Grantors, have applied to the Town of Philipstown to combine and re-subdivide the said three (3) parcels in a manner that will result in two (2) parcels; and

**WHEREAS**, when taken together the three (3) merged parcels form a single parcel that is described in Schedule A attached hereto and incorporated herein by reference, hereinafter known as the "Property"; and

**WHEREAS**, said parcels have been combined, re-subdivided and reconfigured as set forth on a certain map entitled "Subdivision Plat prepared for Bruce and Donna Kehr situate in the Town of Philipstown, Putnam County, NY" said map having been filed simultaneously with the recording of this declaration in the office of the Putnam County Clerk on \_\_\_\_\_, 2015 as Map # \_\_\_\_\_; (hereinafter "The Plat"); and

**WHEREAS** the Grantors are desirous of donating a Conservation Easement on that portion of the Property described in Schedule B, attached hereto and incorporated herein by reference (hereinafter "The Conservation Area") to preserve its wetlands, stream and wildlife habitat; and

**WHEREAS**, the Grantee is a Municipal Corporation, and is thereby qualified to be the grantee of conservation easements; and

**WHEREAS**, the Conservation Area consists of the stream corridor of Clove Creek and an adjacent wetland system, and preservation of the stream corridor and adjacent wetlands and buffer will help preserve the quality of the water flowing in Clove Creek; and



**WHEREAS**, the Conservation Area consists of a well vegetated primarily deciduous woodland which, pursuant to this conservation easement, will remain largely and permanently undisturbed, providing wildlife habitat for reptiles and amphibians using the wetland area, many species of birds and small mammals; and

**WHEREAS**, the Grantors have paid the Town \_\_\_\_\_ (\$0000.00) dollars that was used to fund the preparation of a Baseline Data Report; and

**WHEREAS**, the conservation values of the Conservation Area are documented in said Baseline Data Report prepared by \_\_\_\_\_, dated \_\_\_\_\_, 2015, filed in the office of the Town Clerk of the Town of Philipstown and is incorporated herein by reference; and

**WHEREAS** said Baseline Data Report includes an inventory of the relevant conservation values, maps, photographs, reports and other documents that the parties agree provide an accurate representation of the Conservation Area at the time of the execution of this conservation easement, and which is intended to provide objective baseline information for purposes of future monitoring and enforcement; and

**WHEREAS**, the Grantors desire to donate and convey to Grantee the right to preserve and protect the conservation values described herein by encumbering the Conservation Area with a conservation easement pursuant to the provisions of New York Environmental Conservation Law, Article 49, Title 3; and

**WHEREAS**, the Grantee agrees to accept this conservation easement and to honor the intentions of the Grantors as stated herein to preserve and protect the Conservation Area in perpetuity according to the terms of this easement for the benefit of this and future generations.

**WHEREAS**, the Grantors have paid the Town \_\_\_\_\_ (\$0000.00) dollars to be used to monitor the Conservation Easement Area twice during the first year following the establishment of this easement and annually thereafter; and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantors hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Conservation Area of the nature and character and to the extent set forth herein.

1. **Purpose.** It is the purpose of this conservation easement to protect the wetlands and the part of the wetland buffer and upland area within the Conservation Area for their wetland, water quality and wildlife habitat values. Except as herein after provided, this easement shall prevent any use of the Conservation Area that will impair or interfere with the conservation values of the Conservation Area by restricting use of the Conservation Area as provided herein.



2. **Prohibited Uses and Restrictions.** Except as provided for in Paragraph 4 herein, any activity on or use of the Conservation Area inconsistent with the purpose of this conservation easement is prohibited. Without limiting the generality of the foregoing provision, the following restrictions specifically apply to the Conservation Area;
- a. No clearing or disturbance of vegetation, soils, rocks or other material is permitted in the Conservation Area except pursuant to a plan, approved by the Grantee, to maintain the health and diversity of the woodlands and to preserve the quality of the wetlands.
  - b. No quarry, gravel pit, surface or subsurface mining or drilling, or other mining or drilling activities prohibited under applicable provisions of Section 170(h) of the Internal Revenue Code shall be permitted on or under the Conservation Area.
  - c. No dumping or storage of ashes, organic waste, sewage, garbage, or any other material shall be allowed on the Conservation Area.
  - d. Notwithstanding any other restriction contained herein, the fee owner of the Conservation Area (or any relevant part thereof) may take such actions with respect to the Conservation Area as are necessary to protect the health and safety of the public and the persons using the Conservation Area; provided that if any such action is contrary to a restriction contained herein, the action shall be limited to the minimum variation necessary to afford the required protection and subject to the approval of the easement holder, which shall not be unreasonably withheld.
3. **Rights Conveyed to Grantee.** To accomplish the purposes of this easement, the following rights are hereby conveyed to the Grantee.
- a. The right to preserve and protect the conservation values of the conservation Area.
  - b. The right to enter upon the Property for purposes of inspecting the Conservation Area at reasonable times in order to monitor compliance and otherwise enforce the terms of this conservation easement. Grantee shall provide Grantors or Grantors' successors, reasonable notice of such entry unless Grantee determines that immediate entry is required to prevent, terminate or mitigate violation of this conservation easement.
  - c. The right to prevent any activity on, incursion into, or use of the Conservation Area that is inconsistent with the purposes of this easement, and to require the restoration of such areas or features of the Conservation Area that are damaged by any inconsistent activity or use pursuant to the remedies set forth in Section 6 herein.



4. **Reserved Grantors' Rights.** Grantors reserve for themselves, their assigns, representatives, and successors in interest with respect to the Conservation Area, all rights accruing from their fee ownership of the Conservation Area, including, without limitation, the right to sell, transfer or encumber the Conservation Area, as owner, subject to the restrictions and covenants set forth in this easement; and the right to engage in, or permit others to engage in, all uses of the Conservation Area that are not expressly prohibited herein and are not inconsistent with the purposes of this conservation easement. In addition, any other provision of this easement to the contrary notwithstanding, Grantor specifically reserves for themselves and their successors in interest with respect to the Conservation Area, and they shall enjoy, the following rights with respect to the Conservation Area:
- a. Grantors reserve the right to construct, maintain, repair and/or replace a single family residential structure and appurtenant structures and facilities, including an "Accessory Apartment" as defined by and permissible under the Zoning Law of the Town of Philipstown within and only within the area designated "Building Envelope" within Lot 2 on The Plat and described in Schedule C annexed hereto.
  - b. Grantors reserve right to construct one Subsurface Sewage Disposal System (SSTS) to service the unrestricted portion of Lot 1 on The Plat, which area is not within the Conservation Area, including the right to install the piping necessary to connect thereto. Said SSTS is to be located within the area designated "Future SSTS" on The Plat. Any disturbance necessary for the construction of the SSTS and its connection to the unrestricted portion of the Lot 1 shall be minimized the greatest practical extent.
  - c. Grantors reserve the right to include the area (acreage) of the Conservation Area or any part thereof as part of the overall area used in the calculation of allowable Lot Coverage or Impervious Surface Coverage to determine compliance with the Zoning Law of the Town of Philipstown.
  - d. Grantors reserve the right to control access to the Property, including the Conservation Area, except for that access allowed to grantee under Section 3 b above.
5. **Extinguishment of Development Rights.** Except as specifically reserved in this conservation easement, Grantor grants and donates to Grantee all development rights that are now or hereafter may be allocated to, implied, reserved to, or inherent in the Conservation Area other than those rights reserved to Grantors herein, and all parties agree that, subject to such reservations, such transferred and donated development rights are terminated and extinguished by this conservation easement.



## 6. Enforcement.

- a. **Notice.** If Grantee determines that a violation of this conservation easement has occurred or is threatened, Grantee shall give written notice to Grantors of such violation and demand that corrective action sufficient to cure the violation be taken. Where the violation involves injury to the Conservation Area resulting from any use inconsistent with the terms or the purpose of this conservation easement, Grantee shall demand that Grantors restore the Conservation Area to its prior condition in accordance with a plan approved by the Grantee.
- b. **Injunctive Relief.** If Grantors fail to cure the violation within 30 days after receipt of notice of a violation from Grantee, or, where the violation cannot reasonably be cured within a 30 day period, Grantors fail to begin curing such violation within a 30 day period, or Grantors fail to diligently continue to cure such violation until it is cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this conservation easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Conservation Area to the condition that existed prior to any such injury.
- c. **Damages.** Grantee shall be entitled to recover damages for a violation of the terms of this conservation easement or for injury to any of the conservation values protected by this conservation easement, including, without limitation, damages for loss of scenic, aesthetic, or environmental values. Without limiting Grantors' liability therefore, Grantee may, in its sole discretion, apply any damages recovered to the costs of undertaking any corrective action on the Conservation Area.
- d. **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Conservation Area, Grantee may pursue its remedies under Section 6 without prior notice to Grantors or without waiting for the period for cure to expire.
- e. **Costs of Enforcement.** All reasonable costs of enforcing the terms of this easement against Grantors, including but not limited to the costs and expenses of legal action, reasonable attorney's fees, and any costs involved in the restoration of the Conservation Area resulting from Grantor's violation of the terms of this easement, shall be borne by Grantors unless Grantors ultimately prevails in judicial enforcement, in which case each party shall bear its own costs.
- f. **Forbearance.** Forbearance or delay by Grantee in the exercise of any of its rights to enforce this conservation easement or to exercise any right



granted to it under this conservation easement shall not be deemed a waiver of such rights or of any of the terms of the conservation easement. Grantors hereby waive any defense of laches, estoppel or prescription.

- g. **Acts Beyond Grantor's Control.** Grantee shall have no cause of action under this easement against Grantors for injury or damage to the Conservation Area which is beyond Grantors' control, including, without limitation, depositing of otherwise prohibited material by third parties without grantor's permission, flood, fire, wind, storms, or earth movement, or from any prudent action taken by Grantors, under emergency conditions, to prevent, abate or mitigate significant injury to the Conservation Area, the remainder of the Property or adjacent properties from such causes. In the event third parties deposit trash or other material on the Conservation Area, Grantors shall cooperate with Grantee to limit access to such third parties and to remove such materials from the Conservation Area. Grantors shall not have an obligation to remove such materials under this easement, and the presence of such materials deposited by third parties shall not be a violation of this easement.
7. **Notices and Approvals.** Grantors agree to give Grantee written notice before exercising any reserved right, the exercise of which may have an adverse impact on the conservation interests of this conservation easement. Grantors further agrees to notify Grantee of any conveyance, lease or transfer of the Conservation Area, such notice to be given in writing within 30 days of such conveyance, lease or transfer. When Grantee's or Grantor's approval is required for any action or activity allowed by this easement to be taken only with approval, such approval shall be in writing and signed by both parties to this easement agreement or their successors. Any notice required by this easement shall be deemed given when received or three days after being mailed by regular and certified or registered mail, return receipt requested, postage prepaid, properly addressed as follows: (a) if to Grantee, at address set forth above; (b) if to Grantors, at the address set forth above; (c) if to any subsequent owner, at the address provided by notice to Grantee of transfer of the property as required by this paragraph. Any party may change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this paragraph.
8. **Costs and Liabilities.** Grantors shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Conservation Area. Grantors shall remain solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this conservation easement, and all such construction and other such activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations and requirements. Grantors shall keep the



Conservation Area free of all liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors.

9. **Monuments and Signs.** The Grantors hereby impose upon themselves, their successors and assigns, the continuing obligation to maintain, repair and replace the concrete monuments and signs and sign posts are shown on The Plat and have been installed to delineate portions of the easement boundary.
10. **Taxes.** Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Conservation Area by competent authority, including any taxes imposed upon, or incurred as a result of, this easement.
11. **Representations and Warranties.** Grantors represent and warrant that, after reasonable investigation and to the best of their knowledge the Conservation Area is in compliance with all federal, state and local laws, regulations and requirements applicable to the Conservation Area or its use, and there is no threatened or pending litigation in any way affecting, involving, or related to the Conservation Area.
12. **Amendment.** This conservation easement may be amended upon the written consent of Grantee and Grantors; provided that no amendment may alter the restrictions on use or permitted structures, nor shall it allow subdivision that is inconsistent with the purposes of this conservation easement, nor shall it in any way limit the perpetual duration of this easement. Any such amendment, variance or waiver shall be consistent with the basic purposes of this conservation easement and shall comply with Article 49, Title 3, of the New York Environmental Conservation Law. Any such amendment, variance or waiver that does not comply with Article 49 shall be void and of no force or effect. Any amendment shall be in writing and shall be recorded in the official records of the County of Putnam, State of New York.
13. **Recordation.** Grantee shall record this instrument in a timely fashion in the official records of Putnam County, New York State, and may re-record it at any time as may be required to preserve its rights in this easement.
14. **Subsequent Transfers.** Any subsequent conveyance of any interest in the Conservation Area, including, without limitation, transfer, lease or mortgage, shall be subject to this conservation easement, and any deed, lease, mortgage or other instrument evidencing or effecting such conveyance shall contain language providing that the conveyance, lease, mortgage, easement, etc. is subject to a conservation easement which runs with the land and which was granted to the Town of Philipstown and shall note the recording data (Liber and Page) by which the Putnam County Clerk identifies this conservation easement. The failure to include such language in any deed or



instrument shall not affect the validity or enforceability of this conservation easement.

**15. Binding Effect.** The provisions of this conservation easement shall run with the Conservation Area in perpetuity and shall bind and be enforceable against the Grantors and all future owners and any party entitled to possession or use of the Conservation Area or any portion thereof while such party is the owner or entitled to possession or use thereof. As used in this conservation easement, the term "owner" includes the owner of any beneficial equitable interest in the Conservation Area or any portion thereof; the term "Grantors" includes the original Grantors, his, her or their heirs, successors and assigns, all future owners of all or any portion of the Conservation Area, and any party entitled to possession or use thereof; and the term "Grantee" includes the original Grantee and its successors and assigns. Notwithstanding the foregoing, upon any transfer of title, the transferor shall cease being a Grantor or owner for purposes of this conservation easement and shall have no further responsibility or liability hereunder for acts done or conditions arising thereafter, but the transferor shall remain liable for earlier acts and conditions. The obligations imposed on Grantors by this agreement shall be joint and several.

**16. No Extinguishment Through Merger.** Grantors and Grantee herein agree that should the Town of Philipstown come to own all or a portion of the fee interest in the Conservation Area subject to this conservation easement, (i) said owner shall observe and be bound by the obligations and restrictions imposed upon the conservation area by this conservation easement, (ii) this easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (iii) said owner shall as promptly as practicable assign the Grantee interest in this easement of record to another holder in conformity with the requirements of subparagraph 12. The instrument shall contain language suitable to re-impose this conservation easement to the extent, if any, necessary to continue it in force.

**17. Further Acts.** Each party shall perform any further acts and execute and deliver any documents, including amendments to this conservation easement, which may be reasonably necessary to carry out its provisions or which are necessary to qualify this instrument as a conservation easement under Article 49, Title 3, of the Conservation Law or any regulations promulgated pursuant thereto or under Section 170(h) of the Internal Revenue Code or any regulations promulgated thereto.

**18. Certificate of Compliance.** Grantee shall provide Grantors, within 20 days of written request therefore, a written notice stating whether the Conservation Area is in compliance with the terms of the conservation easement, and if



Grantee alleges it is not in compliance, stating the substance of the alleged violation and the proposed remedy therefore.

19. **Severability.** Invalidation of any provision of this conservation easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

20. **Interpretation.** This instrument is intended to create a "qualified real property interest" for "conservation purposes", as defined in Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument which is necessary to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes", such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified.

21. **Authorization.** Grantee warrants that acceptance of this conservation easement has been duly authorized by the Town Board of the Town of Philipstown.

22. **Grant of Access.** The Grantors further grant unto the Grantee the right of Emergency Access over their lands as described in Schedule "A" annexed.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year written above.

GRANTOR: BRUCE KEHR

GRANTOR: DONNA KEHR

GRANTEE: TOWN OF PHILIPSTOWN

By: Richard Shea, Supervisor



### ACKNOWLEDGMENTS

STATE OF NEW YORK )  
COUNTY OF PUTNAM ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State, personally appeared **Bruce Kehr**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed it in his capacity, and that by his signature on the instrument, the individual executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF PUTNAM ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State, personally appeared **Donna Kehr**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed it in her capacity, and that by her signature on the instrument, the individual executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF PUTNAM ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State, personally appeared **Richard Shea**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed it in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**Record and Return to:**  
Town of Philipstown  
238 Main Street  
Cold Spring, NY 10516



File No. 89-159  
Work Order No. 21038  
File Name: BK18JL15BD\_Kehr\_CE.docx  
Date Created: July 18, 2015  
Date Revised: September 28, 2015  
Date Printed: September 28, 2015  
Figure No. 1000  
Author: GJW

**SCHEDULE A**  
**prepared for**  
**CONSERVATION EASEMENT GRANTED BY BRUCE & DONNA KEHR**  
**DESCRIPTION OF THE PROPERTY**

**ALL** those certain parcels of land situate in the Town of Philipstown, County of Putnam, and State of New York that were heretofore conveyed to Bruce Kehr and Donna Kehr by the following three (3) deeds recorded in the Putnam County Clerk's office

Tax Map ID	Deed Date	Grantor(s)	Deed Liber	Deed Page
16.20-1-18	August 25, 1989	Bart P. & Dolores Carbone	1068	35
16.20-1-20	March 27, 1992	Pauline Sammut Siebert	1154	23
16.20-1-21	July 19, 2005	Thomas & Catherine Braia	1717	479

that when taken together are bounded and described as follows.

**BEGINNING** at the point on the southeasterly line of US Route 9 where it is met by the line dividing the lands so conveyed to Kehr, on the northeast from lands formerly of Rosa and now or formerly of the Sabitius Trust, on the southwest, which point occupies coordinate position

N 535,634.65 (y)  
E 614,007.94 (x)

of the New York State Coordinate System, East Zone (NAD 27), which point is now designated "Point D1".

**THENCE** from the said point of beginning northeasterly along the said southeasterly line of US Route 9, the following courses:

N 09°35'05" E 20.68 feet,  
N 10°15'08" E 28.70 feet,  
N 24°28'29" E 38.68 feet,  
N 10°44'29" E 86.20 feet,  
N 00°07'28" E 54.48 feet,  
N 13°20'42" E 94.20 feet, and  
N 21°26'17" E 13.50 feet,

to a point on the line of lands formerly of Amato and now or formerly of MHCP Realty, LLC, as established by the Boundary Line Agreement between Joseph Giachinta and John Giachinta and Bruce Kehr and Donna Kehr, dated November 18, 2003, and recorded in the Putnam County Clerk's Liber 1667 of deeds at page 402. Thence along the said MHCP Realty, LLC



**CONSERVATION EASEMENT OF BRUCE & DONNA KEHR**  
**Schedule A continued**

lands and continuing along lands formerly of Adams, formerly of Romito and now or formerly of Merrigan, the following courses:

S 65°06'31" E 19.96 feet,  
S 70°49'55" E 40.93 feet,  
S 67°11'44" E 35.54 feet,  
S 66°52'07" E 46.33 feet,  
S 67°15'49" E 25.86 feet,  
S 67°25'29" E 30.81 feet,  
S 19°26'13" W 9.77 feet,  
S 65°11'32" E 355.16 feet,  
S 63°27'51" E 20.34 feet, and  
N 24°52'58" E 279.13 feet,

to a point on the line of lands formerly of Adams, formerly of Casey and now or formerly of Diebboll. Thence along the said Diebboll lands

S 38°11'14" E 45.00 feet,

to a point now designated "Point D2", which point is the point of beginning of the description of the Building Envelope described in Schedule C, also attached hereto, which "Point D2" occupies coordinate position

N 535,936.78 (y)  
E 614,742.41 (x)

of the said New York State Coordinate System, East Zone. Thence continuing along the said Diebboll lands

S 38°11'14" E 707.88 feet,

to a point on the centerline of Clove Brook and the line of lands formerly of Merson and now or formerly of Chmar and Watkins. Thence southerly southwesterly and westerly along and up the centerline of Clove Brook, along the said Chmar and Watkins lands and continuing along lands formerly of Iannone and now or formerly of Giordano, "and land shown on that certain "Subdivision Plat of Rubin's Pond...", which was filed in the Putnam County Clerk's office on December 1, 2005, as Map No. 3006, the following courses:

S 00°01'56" W 164.32 feet,  
S 59°28'10" W 167.89 feet,  
N 85°28'17" W 114.17 feet,  
N 56°33'25" W 72.67 feet,  
N 78°51'02" W 39.87 feet,  
N 63°06'15" W 47.94 feet,  
N 41°23'03" W 90.48 feet,  
N 02°10'10" E 27.12 feet,  
N 63°44'09" W 60.52 feet,  
N 52°00'00" W 56.16 feet,  
N 56°00'00" W 35.00 feet, and  
S 77°00'00" W 22.56 feet,



**CONSERVATION EASEMENT OF BRUCE & DONNA KEHR**  
**Schedule A continued**

to a point at the line of the first mentioned lands formerly of Rosa and now or formerly of Sabitius Trust. Thence along the said Sabitius Trust lands

N 65°39'25" W 118.45 feet

to a point now designated "Point D3", which point is the point of beginning of the description of The Conservation Area described in Schedule B, also attached hereto, which "Point D3" occupies coordinate position

N 535,428.87 (y)

E 614,462.78 (x)

of the said New York State Coordinate System, East Zone. Thence continuing along the said Sabitius Trust lands

N 65°39'25" W 499.22 feet

to the southeasterly line of US Route 9 and "Point D1", the point or place of beginning, containing 11.240 acres, more or less.

N.B. The meridian (North Point) and coordinate values used in the foregoing description refer to the New York State Coordinate System, East Zone, NAD 1927. The meridian is True North at 74°20'00" West Longitude and bears approximately 13°37'32" clockwise from the meridian of the three deeds cited at the beginning of this schedule.

Prepared by

**BADEY & WATSON**

*Surveying & Engineering, P.C.*

3063 Route 9

Cold Spring, New York 10516

(845) 265-9217 (voice)

(845) 265-4428 (fax)

(877) 3.141593

[www.Badey-Watson.com](http://www.Badey-Watson.com)



File No. 89-159  
Work Order No. 21038  
File Name: BK18JL15BD\_Kehr\_CE.docx  
Date Created: July 18, 2015  
Date Revised: September 28, 2015  
Date Printed: September 28, 2015  
Figure No. 1001  
Author: GJW

**SCHEDULE B**  
**prepared for**  
**CONSERVATION EASEMENT GRANTED BY BRUCE & DONNA KEHR**  
**DESCRIPTION OF THE CONSERVATION AREA**

**ALL THAT PORTION** of the lands described in Schedule A, also attached hereto, that is bounded and described as follows:

**BEGINNING** at the point on the line dividing the said lands described in Schedule A attached hereto, on the north east from lands formerly of Rosa and now or formerly of Sabitius Trust, on the south that was designated "Point D3" in said Schedule A, which point occupies coordinate position

N 535,428.87 (y)  
E 614,462.78 (x)

of the New York State Coordinate System, East Zone (NAD 27).

**THENCE** from the said point of beginning through the lands described in Schedule A, attached hereto

N 24°51'18" E 319.67 feet,

to the point that is the southeasterly corner of lands formerly of Adams formerly of Romito and now or formerly of Merrigan. Thence along the said Merrigan lands

N 24°52'58" E 279.13 feet,

to a point of the line of lands formerly of Adams formerly of Casey and now or formerly of Diebboll. Thence along the said Diebboll lands

S 38°11'14" E 45.00 feet,

to a point now designated "Point D2", which point is the point of beginning of the description of the Building Envelope described in Schedule C also attached hereto, and which "Point D2" occupies coordinate position

N 535,936.78 (y)  
E 614,742.41 (x)

of the said New York State Coordinate System, East Zone. Thence continuing along the said Diebboll lands.



**CONSERVATION EASEMENT OF BRUCE & DONNA KEHR**  
**Schedule B continued**

S 38°11'14" E 707.88 feet,

to a point on the centerline of Clove Brook and the line of lands formerly of Merson and now or formerly of Chmar and Watkins. Thence southerly southwesterly and westerly along and up the centerline of Clove Brook, along the said Chmar and Watkins lands and continuing along lands formerly of Iannone and now or formerly of Giordano, and land shown on that certain "Subdivision Plat of Rubin's Pond...", which was filed in the Putnam County Clerk's office on December 1, 2005, as Map No. 3006, the following courses:

S 00°01'56" W 164.32 feet,  
S 59°28'10" W 167.89 feet,  
N 85°29'17" W 114.17 feet,  
N 56°33'25" W 72.67 feet,  
N 78°51'02" W 39.87 feet,  
N 63°06'15" W 47.94 feet,  
N 41°23'03" W 90.48 feet,  
N 02°10'10" E 27.12 feet,  
N 63°44'09" W 60.52 feet,  
N 52°00'00" W 56.16 feet,  
N 56°00'00" W 35.00 feet, and  
S 77°00'00" W 22.56 feet,

to a point at the line of the 1<sup>st</sup> mentioned lands formerly of Rosa and now or formerly of Sabitius Trust. Thence along the said Sabitius Trust lands

N 65°39'25" W 118.45 feet

to said "Point D3", the point or place of beginning of this Conservation Easement Area containing 7.243 acres, more or less.



## SCHEDULE "B"



File No. 89-159  
Work Order No. 21038  
File Name: BK18JL15BD\_Kehr\_CE.docx  
Date Created: July 18, 2015  
Date Revised: September 28, 2015  
Date Printed: September 28, 2015  
Figure No. 1022  
Author: GJW

**SCHEDULE C**  
**prepared for**  
**CONSERVATION EASEMENT GRANTED BY BRUCE & DONNA KEHR**  
**DESCRIPTION OF THE BUILDING ENVELOPE**

**ALL THAT PORTION** of the lands described in Schedule A, also attached hereto, that is bounded and described as follows:

**BEGINNING** at the point on the line dividing the said lands described in Schedule A, attached hereto, on the southwest from lands formerly of Adams, formerly of Casey and now or formerly of Diebboll, on the northeast that was designated "Point D2" in said Schedule A, which point occupies coordinate position

N 535,936.78 (y)  
E 614,742.41 (x)

of the New York State Coordinate System, East Zone (NAD 27).

**THENCE** from the said point of beginning, along the said Diebboll lands

S 38°11'14" E 254.84 feet,

to a point. Thence through the said lands described in Schedule A, attached hereto, the following courses:

S 51°48'46" W 50.00 feet,  
S 38°11'14" E 107.00 feet,  
S 46°00'00" W 72.18 feet,  
N 57°00'00" W 247.00 feet,  
N 47°00'00" E 152.00 feet,  
S 38°11'14" E 22.00 feet,  
N 51°48'46" E 25.00 feet,  
N 38°11'14" W 27.00 feet,  
N 33°00'00" W 54.93 feet, and  
N 20°31'00" W 66.00 feet

to "Point D2", the point or place of beginning of this Building Envelope Area, containing 0.800 acres, more or less.



## AMENDMENT TO ROAD MAINTENANCE AGREEMENT

This agreement made the \_\_\_\_ day of \_\_\_\_ 2015 by and among, Joseph Dieboll and Lisa Dieboll (hereinafter the Diebolls), residing at 31 Stephanie Lane, Cold Spring, NY 10516, and Thomas C. Merrigan II and Lorraine A. Merrigan (hereinafter the Merrigans), residing at 16 Stephanie Lane, Cold Spring, NY and Bruce Kehr and Donna Kehr (hereinafter the Kehrs), residing at 3330 Route 9, Cold Spring, NY 10516.

Whereas the Diebolls own certain real property located in the Town of Philipstown, County of Putnam and State of New York commonly identified on the Putnam County Tax Map and Assessment roles by the designation #16.20-1-14 and conveyed to them by John Casey and Suzanne Casey by correction deed dated December 19, 1990 and recorded in the Putnam County Clerk's Liber 1112 of deeds at page 220; and

Whereas the Merrigans own certain real property located in the Town of Philipstown, County of Putnam and State of New York commonly identified on the Putnam County Tax Map and Assessment roles by the designation #16.20-1-17 and conveyed to them by George Mingalone, Executor of the Last Will and Testament of Bernolina Romito by deed dated August 18, 2005 and recorded in the Putnam County Clerk's Liber 1718 of deeds at page 97; and

Whereas the Kehrs own certain real property located in the Town of Philipstown, County of Putnam and State of New York commonly identified on the Putnam County Tax Map and Assessment roles by the designation #16.20-1-21 and conveyed to them by Thomas Braia and Catherine Braia by deed dated July 19, 2005 and recorded in the Putnam County Clerk's Liber 1717 of deeds at page 480; and

Whereas access to the said properties of the Diebolls, the Merrigans, and the Kehrs are accessed over a private road running easterly from U.S. Route 9, a State Highway, now known as Stephanie Lane; and

Whereas Dieboll and Merrigan previously entered into a Road Maintenance Agreement (hereinafter Agreement) with respect to Stephanie Lane dated August 5, 2005 and recorded in the Putnam County Clerk's Liber 1718 of deeds at page 91; and

Whereas the parties agree that the Kehrs will be added as a party to said Agreement

Now, therefore, it is agreed as follows:

1. That Kehr be and hereby is added as a party to the Agreement.
2. That Kehr assumes the obligations of the third lot owner as set forth in Paragraph "3" of the existing agreement.



3. The parties notify and reaffirm all of the duties and obligations contained in the Road Maintenance Agreement.

\_\_\_\_\_  
**Joseph Dieboll**

\_\_\_\_\_  
**Lisa Dieboll**

\_\_\_\_\_  
**Thomas C. Merrigan**

\_\_\_\_\_  
**Lorraine A. Merrigan**

\_\_\_\_\_  
**Bruce Kehr**

\_\_\_\_\_  
**Donna Kehr**

**Acknowledgements to be added.**



James R. Loeb  
Richard J. Drake, *retired*  
Glen L. Heller\*  
Marianna R. Kennedy  
Gary J. Gogerty  
Stephen J. Gaba  
Adam L. Rodd  
Dominic Cordisco  
Timothy P. McElduff, Jr.  
Ralph L. Puglielle, Jr.  
Nicholas A. Pascale

Lisa M. Card  
Alana R. Bartley  
Aaron C. Fitch  
Juliana O'Grady

Jennifer L. Schneider  
Managing Attorney

\*LL.M. in Taxation

April 5, 2016

ATTN: RICHARD SHEA  
Town Board  
Town of Philipstown  
238 Main Street  
P.O. Box 155  
Cold Spring, New York 10516

Re: ESP/Donna Kehr – Petition for zoning change  
Our File No.: 06082-64020.5

Dear Supervisor Shea and Town Board Members:

Enclosed please find the following documents pertaining to the above-referenced matter:

- 1) Proposed local law changing zoning designation from RR to HC;
- 2) Draft resolution introducing local law, making referrals and scheduling public hearing upon it;
- 3) Short Form SEQRA Environmental Assessment Form; and
- 4) Draft Developer's Agreement as approved by the attorney for ESP/Kehr.

**The Local Law**

As you know, ESP/Kehr owns two lots on N.Y.S Route 9 at the intersection with Stephanie Lane and an additional lot located "behind" the said two lots. The two lots fronting on Route 9 are zoned HC. The lot in the rear is zoned RR, except for a thin strip running to Route 9 which is also zoned HC.

ESP/Kehr has developed a commercial use on the two lots fronting on Route 9, while the rear lot is vacant. The commercial use is in violation of the existing site plan for the property. In order to remedy this condition, ESP/Kehr has applied to the Town Planning Board for amended site plan approval. However, site plan approval cannot be granted because the development on the ESP/Kehr property does not meet the bulk requirements of the Town Code. In order to remedy the nonconformity with bulk requirements, ESP/Kehr proposes on consolidating the lots and using portions of the rear lot to satisfy the Town Code's bulk requirements. ESP/Kehr's proposal requires changing the zoning of the rear lot from RR to HC.



The enclosed draft local law will change the zoning of the rear lot from RR to HC so that ESP/Kehr's application for site plan approval can go forward. The proposed change is, at least, consistent with the Town's Comprehensive Plan as it is being enacted in furtherance of commercial development along the Route 9 corridor.

### **The Developer's Agreement.**

The term "developer's agreement" is a generic term applied to any agreement between a municipality and a property owner under which the property owner (i.e., the "developer") undertakes obligations in regard to development and/or improvements of land conditioned upon the municipality taking some action. In this case, the proposed Developer's Agreement is in the nature of a conservation easement and related land use restrictions and obligations undertaken by ESP/Kehr conditioned upon the Town Board enacting the requested zoning change. That is, the Town Board is not required to enact the requested zoning change – the Town Board is free to enact or refuse to enact it just as with any local law – however, if the Town Board does enact the zoning change then ESP/Kehr is obligated to perform the obligations set forth in the Developer's Agreement.

Importantly, the Developer's Agreement is not so-called "contract zoning" but, rather, ESP/Kehr is merely offering to undertake the obligations set forth in the Developer's Agreement as a means of resolving potential issues and objections to enactment of the local law. Particularly, the Developer's Agreement in this matter was drafted to address various issues raised by the Town Board and the Planning Board pertaining to ESP/Kehr's proposed site plan which, if not addressed through the Developer's Agreement, might present grounds for objecting to the zoning change. In summary, the terms of the Developer's Agreement are as follows:

If the Town Board adopts the requested then zoning change, then:

- ESP/Kehr is required to execute and record a Conservation Easement prohibiting development of the rear lot except for one single family dwelling on a designated portion thereof;
- ESP/Kehr is required to execute and record an amended Road Maintenance Agreement for Stephanie Lane obligating ESP/Kehr to pay for upkeep and maintenance costs;
- The site plan review of the property conducted by the Planning Board will not be limited to new improvements and will include all existing as well as any new proposed improvements on the property;
- The site plan application submitted by ESP/Kehr must include the following:
  - (a) A note indicating that the rear lot is subject to a conservation easement;



- (b) A chain link fence of at least four feet (4') that will define the rear of the property at the ESP yard on the front lots;
  - (c) A fence, consisting of chain link with screening slats or the equivalent, between ESP/Kehr's property and rear yard of the Merrigan property on Stephanie Lane, starting at the existing pine trees and running towards Route 9.
  - (d) Screening, consisting of trees and/or shrubs of at least six feet (6') in height installed at the property line between ESP/Kehr's property and the Merrigan property on Stephanie Lane.
  - (e) Permanent signage and boundary markers at the rear and side boundary lines of the buildable area with the conserved area of the rear lot designating the area subject to the conservation easement;
  - (f) Appropriate notes indicating that the only allowable use outside the buildable area on rear lot will be for septic expansion;
  - (g) A note indicating that a building permit issued by the Philipstown Building Department must be secured in order to construct any additional structures;
  - (h) The maximum possible buffer for Clove Creek as established by the above-mentioned Conservation Easement; and
  - (i) A note indicating that along the northerly property line of the rear lot the required minimum setback for the lot is 50 feet.
- The existing rights-of-way on the Merrigan and Diebboll properties on Stephanie Lane held by ESP/Kehr will be released and an appropriate release of the same will be recorded by ESP/Kehr with the Putnam County Clerk; and
  - In the event that there is subsequently a zoning violation on the property that is not remedied within ninety (90) days after a notice of violation has been issued by the Town, the Town will be entitled to recover actual attorneys fees in any enforcement proceedings.



---

**How The Town Board Should Proceed At This Point.**

It is our recommendation that the Town Board adopt the draft resolution introducing the local law, making the required referrals to the County and the Planning Board, and setting a date for a public hearing.

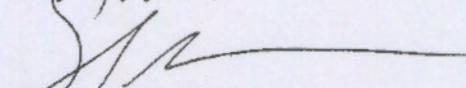
Before the public hearing is held (but at least prior to the Town Board acting on the local law), ESP/Kehr is obligated to provide a signed copy of the Developer's Agreement for approval by the Town Board. If the Developer's Agreement is acceptable, the Town Board should adopt a resolution approving it and authorizing the Town Supervisor to execute it. Again, importantly, approving the Developer's Agreement does not obligate the Town Board to adopt the local law enacting the zoning change. If the Town Board ultimately decides not to adopt the local law, the Developer's Agreement simply becomes null and void.

After the Developer's Agreement has been approved and executed, the Town Board will go forward with the public hearing, making a determination in SEQRA review and voting on the proposed local law. If the local law is enacted, then ESP/Kehr will execute and record the conservation easement and road maintenance agreement and return to the Town Planning Board for consideration of its application for amended site plan approval.

Of course, if the local law is voted down, then the Developer's Agreement will be null and void and ESP/Kehr will have to devise some other means of resolving their land use difficulties.

If you have any questions or comments feel free to contact me.

Very truly yours,



STEPHEN J. GABA

SJG/ev/495552

Enclosures

cc: Planning Board  
Building Inspector  
Badey & Watson





Putnam County  
Department of Planning, Development,  
and Public Transportation

www.putnamcountyny.com

Sandra M. Fusco  
Deputy Commissioner

841 Fair Street  
Carmel, NY 10512

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

SECTION 239 CASE REFERRAL

Case Received: 4-13-16 Report Required: 5-13-16 Completed: 4/22/16

Application Name: Proposed Local Law - "Zoning Maps" Referral #: 16-PC-26

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: Town of Philipstown

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: ☒

DECISION BY COUNTY:

Approved as Submitted: ☒ Modification: ☐ Disapproved: ☐

Basis for Decision Other than Approval:

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

rc 1-14/word

RECEIVED  
4/27/16



James R. Loeb  
Richard J. Drake, *retired*  
Glen L. Heller\*  
Marianna R. Kennedy  
Gary J. Gogerty  
Stephen J. Gaba  
Adam L. Rodd  
Dominic Cordisco  
Timothy P. McElduff, Jr.  
Ralph L. Puglielle, Jr.  
Nicholas A. Pascale

Lisa M. Card  
Alana R. Bartley  
Jessica M. Mahoney

Jennifer L. Schneider  
Managing Attorney

\*LL.M. in Taxation

March 28, 2016

ATTN: RICHARD SHEA  
Town Board  
Town of Philipstown  
238 Main Street  
P.O. Box 155  
Cold Spring, New York 10516

Re: ESP - Donna Kehr  
Our File No.: 06082-64020.5

Dear Supervisor Shea and Town Board Members:

At the February meeting of the Planning Board a presentation was made on the proposed zoning change for the Kehr/ESP property located at 3330 NYS Route 9. The subject property consists of approximately 11 acres comprised of three contiguous lots. Two of the lots front on the eastern side of Route 9. The third lot (which is approximately 7.6 acres in size) adjoins the first two lots in the rear (i.e., the easterly side) and is accessed by a private road called Stephanie Lane. The two lots fronting on Route 9 are zoned HC, while the third lot is zoned RR. The purpose of this letter is to provide the Planning Comments on the overall development concept, as well as on the rezoning being requested by the applicant.

In 1990, the property owner was granted site plan approval for a combined "retail/service/warehouse" business called "ESP" (which stands for "Expanded Supply Products"). The business of ESP consists principally of selling precast concrete products, hydrants, drainage pipes, valves, traffic safety equipment, wintertime materials, landscaping materials, and related goods.

ESP's business was located chiefly on the northern lot fronting Route 9. The southern lot fronting Route 9 was improved by a single family dwelling. The "rear" lot was unimproved as portions of it are located in a flood plain and the Clove Creek runs near its easterly boundary.

In the years following grant of site plan approval, the owners of ESP undertook new construction and a general expansion of the business, particularly expanding onto the southern lot fronting Route 9. The owners failed to obtain site plan approval for the expansion. Further, the expansion fails to comply with the bulk requirements for the HC district in regard to lot coverage and required setbacks.

RECEIVED  
3/30/16



The Town Building Inspector has cited ESP for its violation of their existing (1990) site plan approval, and through this application ESP is seeking to obtain amended site plan approval to address the non-conformities that have since occurred. Non-conformities currently include:

- expansion of business activities into areas beyond originally approved limits;
- site coverage greater than permitted by Code;
- insufficient setbacks (concerning storage shed in rear of northerly frontage lot).

In order to remedy the violations, ESP proposes to rezone the rear parcel to HC and to obtain site plan approval for the property under new zoning. As you know, the applicant has been pursuing amended site plan approval and a re-zoning of a portion of these properties for some time. The matter first came before the Planning Board in 2014 for initial discussion of the amended site plan proposed, and subsequently was referred to the Town Board for consideration of the re-zoning proposed for the rear lot.

The proposed modifications/additions to the site plan for the property are as follows:

- expansion of the existing business activities onto the southern lot abutting Rte 9;
- construction of a new 6,400 sf warehouse, adjacent to NYS Rte 9;
- 1,000 sf addition to the front of the existing commercial sales office building;
- relocation of an existing shed in the rear of the northerly lot abutting Route 9 to comply with setback requirements
- elimination of the existing building material storage areas from the front site access driveway;
- removal/relocation of various site improvements (parking/fences/walls/planters, etc.);
- The residential structure on the southerly property abutting Route 9 will continue to be utilized as a residence, but only for the property caretaker;
- One proposed residence will be constructed on the rear lot, which obtains access from Stephanie Lane; and
- ESP will impose a conservation easement along portions of the rear lot in the vicinity of Clove Creek to encompass all areas of designated "floodplain" and "wetlands/buffer" areas.



Having reviewed the proposed site plan, the Planning Board offers the following comments in regard to the proposed local law for the requested zoning change:

1. **Development of the two "front" lots:** The Planning Board's main concern about the proposed development of the two front lots is visual impacts.

A proposed 6,400 sf warehouse structure is to be built on the southerly lot fronting on Route 9. The structure's height, dimensions (50' x 128') and close distance to the centerline of Route 9 make its visual impacts a significant concern. It is true that the building location is approximately 5 feet lower in elevation than Route 9, and that the building will comply with the Town's minimum setback requirements (which in this zone only requires 35' from the centerline of Route 9). It is also proposed that a retaining wall will be constructed around the westerly and southerly sides of the building, and will include landscaping along the wall, in order to lessen such impacts. But the building will still have pronounced visual impacts.

Changes could be made to the building, including moving it to another location towards the rear of the property or turning it 90° so that the gable end faces Route 9 to lessen its visual impact along the Route 9 corridor. The owner claims that locating the warehouse building as proposed on the site plan would best screen all the construction materials which are stored throughout the site. There is some merit to the owner's position on this point.

Visual impacts such as exterior lighting, building colors and materials are also a concern on this application, although to a lesser extent. Elevations of the proposed warehouse and sales office will have to be reviewed and no off-site glare from lighting will be permitted.

In summary, the Planning Board feels that, if the proposed zoning change is granted, the Planning Board can resolve all potential visual impacts, including those of the proposed new warehouse building through the site plan approval process (e.g., by requiring cross-sections through the site illustrating heights, landscaping, etc., as well as architectural elevations of the building itself, to understand if any further mitigation may be necessary).

2. **Development of the "rear" lot:** The purpose of changing the zoning of the rear lot from RR to HC it to allow ESP to be able to comply with the Town Zoning Code's permitted maximum lot coverage. The Planning Board's main concerns in regard to the rear lot are potential impacts of spreading ESP's "commercial" use to it, environmental impacts and impacts on the nearby residential properties.

ESP has addressed the Planning Board's concern about spreading ESP's commercial use to the rear lot and its environmental concerns by proposing imposition of a conservation easement on the rear lot prohibiting development except for the possible construction of one single-family home. The conservation easement will protect much of the lot, particularly along Clove Creek, the mapped area of the 100-year floodplain and the DEC wetlands (WP-19) and associated 100 foot buffer.



ATTN: RICHARD SHEA

March 28, 2016

Page 4

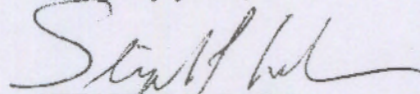
In regard to potential impacts on neighboring residential lots, only one residence would be permitted on the rear lot and access would be obtained from Stephanie Lane. A driveway maintenance agreement covering the private road committing the owner of this rear parcel to paying their fair share of any roadway maintenance expenses will be required as part of site plan approval. A draft agreement has already been provided by ESP.

Additionally, as part of site plan review, ESP has proposed to provide a larger than required setback along the northerly property line of the rear lot, which is adjacent to existing, developed residential properties. That is, while the Town Zoning Code requires a minimum side yard setback of 15 feet, the applicant is proposing a 50 foot setback along this property line.

To ensure that ESP's proposals are put into effect, the Planning Board recommends that a developer's agreement be provided by ESP committing ESP to execute and record the said conservation easement, enter the road maintenance agreement and abide by the said setbacks in the event that the Town Board adopts the proposed zoning change.

If the Board has any questions or comments feel free to contact me.

Very truly yours,



STEPHEN J. GABA

SJG/492523

cc: Planning Board ✓  
Ron Gainer, P.E.  
Badey & Watson



The Town Board held their Monthly Meeting on the above date at 7:32 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York 10516.

**PRESENT:**

Richard Shea	Supervisor
Nancy Montgomery	Councilwoman
John Van Tassel	Councilman
Michael Leonard	Councilman
Robert Flaherty	Councilman

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

Special meeting of the Philipstown Depot Theatre Development Corporation.

**REVIEW OF MINUTES**

Minutes of the Weekly Town Board Meeting of March 2, 2016, were reviewed.

Councilman Van Tassel made a motion, seconded by Councilman Leonard with Councilman Flaherty abstaining and unanimously carried that the Minutes of the Weekly Town Board Meeting of March 2, 2016, are hereby approved as presented.

Minutes of the Monthly Town Board Meeting of March 3, 2016, were reviewed.

Councilman Leonard made a motion, seconded by Councilwoman Montgomery that the Minutes of the Monthly Town Board Meeting of March 3, 2016, are hereby approved as presented.

Minutes of the Weekly Town Board Meeting of March 16, 2016, were reviewed.

Councilwoman Montgomery made a motion, seconded by Councilman Flaherty and unanimously carried that the Minutes of the Weekly Town Board Meeting of March 16, 2016, are hereby approved as presented.

Minutes of the Bid Opening of March 16, 2016, were reviewed.

Councilman Leonard made a motion, seconded by Councilwoman Montgomery that the Minutes of the Bid Opening of March 16 2016, are hereby approved as presented.

**COMMITTEE REPORTS**

**CONSERVATION BOARD** – Councilman Leonard reported that the Board did some field work and will be doing follow up work for Barrett Pond and the beaver dam issues due to the concerns of residents below it. The new conservation study is before the Board right now and there will be another follow up field inspection for Barret Pond. The next meeting is scheduled for Tuesday, April 12, 2016 at 7:30 pm.



**RECREATION** – Councilman Van Tassel attended the meeting of March 29, 2016. The minutes and financial report were read and approved. Amber Stickler reported that the staff was working hard to get the fields at the town park ready for the spring season. Summer camp registration has been extremely active and is almost full. The gym was painted and lighting in the parking lot has been installed. Friends of Philipstown Recreation is hosting a "Spring Splat and 5K race" on Saturday, May 1, 2016. Contact recreation if you are interested in participating. The next meeting will be April 26, 2016 at 7:30 pm.

**RECYCLING** – Councilwoman Montgomery reported that everything is going smoothly with Vintage Tech.

**PLANNING BOARD** – Councilman Flaherty reported that they met on March 24, 2016 at the Butterfield Library. He thanked Neal Tomann for stepping up and welcomed Linda Valentino as the new secretary. They had a packed agenda with many items to discuss: 1) Blue Devil Lane, 2) Philipstown Square 3) 24 Hummingbird Lane 4) County Line Equities 5) John & Kimberly Sabatini 6) Vista 44 LLC (Garrison Café) 7) Cold Spring Farm 8) Return of escrow. The next meeting of the Board will be held on April 21, 2016 at Butterfield Library.

**ZONING BOARD** – Councilman Van Tassel reported that he was unable to attend the meeting on March 14, 2016 but did have a report. The Board did approve several months of minutes thanks to Kim Shewmaker. Robert Dee, Chairman introduced Linda Valentino as the new secretary. There were no new applications or Public Hearings. A motion was made to return an escrow account to the Friars of Atonement, as there had been no action. The Board then had a discussion to change some of the requirements for the ZBA's application to reduce the amount of paper used and to make things easier for the applicant. They then approved two appeals: Sabatini and Matero. The next meeting is scheduled for Monday April 11, 2016.

**HIGHWAY** – Councilman Van Tassel read the Highway Report submitted by Carl Frisenda, Highway Superintendent, which is on file in the Town Clerk's Office.

**BUILDING & LAND ACQUISITION** – Supervisor Shea they have to review the plans for the work on the buildings. They will speak to Ron Gainer and work on going forward.

**PUTNAM COUNTY LEGISLATOR** - County Legislator Scuccimarra said the County had their meeting on Tuesday. There were several proclamations which she thought would be of interest to our community; April being Alcohol Awareness Month, Child Abuse Awareness, National Donate Life Month, of 19 million people only 24% are donors. April 20 is Healthy Teen Brain Day. This also coincides with one bill in Albany that would make synthetic cannabis illegal. She intends to make it pass in Putnam even if it does not pass at the State level. Another bill in the senate is to amend the navigation law which would cover the trains and barges on or along the Hudson River which do not have enough liability insurance. If something happens in our community we would be responsible for the cleanup if the carrier is not fully covered.



The Putnam County Health Department, which she talked about the last time she was here, is the first in the Hudson Valley to get NYS accreditation. They are taking a close look at the Zika virus. Another great program they have is for food safety.

The last thing she wanted to mention was the Meeting at Continental Village with regard to the tax problem down there. Lisa Johnson will be there to answer any questions. The meeting is scheduled for April 21, 2016 at 7:30 pm at the clubhouse.

**CEMETERY COMMITTEE** – Councilman Leonard reported that the committee met twice this month March 8 and April 2, 2016. They discussed the tree issue and did some field work with regard to taking down some trees. Susan Kenney has advised the committee that private funding is allowed, only checks (no cash). He will be asking a stone mason to meet with the committee next month and possibly go out in the field before the meeting to see what they can do since the money is very tight. They will also be mapping the cemeteries. So far they have received a lot of research but have to go through to see what is accurate or not. The committee has offered to host the first meeting with the County to have them come over and do an inspection. He will be going over to the County to review the Carmel cemeteries. A committee member from Putnam Valley is revamping the County website page which is very out dated. Councilman Leonard said that we are not getting any credit for what Betty Budney did. The committee is also looking at getting new signs, some which would include more information. Everything with regard to the Villages' cemeteries would be run through them for approval. Next meeting is April 12, 2016 at 6:00 pm.

**BUTTERFIELD LIBRARY** – Councilwoman Montgomery read the Butterfield Library report which is on file in the Town Clerks office.



**TOWN OF PHILIPSTOWN  
MONTHLY REPORT OF TOWN SUPERVISOR  
MONIES RECEIVED AS OF APRIL 7, 2016**

**GENERAL & PART-TOWN FUNDS**

T.C. Fees – 1/16  
T.C. Fees Dogs- 1/16  
Justice Fees – 1/16  
Justice Fees – 1/16  
John Jeseke Sale of Ford Explorer  
Bldg. Fees – 2/16  
CTV Fees 2015  
CTV Fees 2015

**HIGHWAY FUND**

Perma – Dana Phillips  
General Gas  
PC Gas  
PC Gas  
PC Gas  
NYS Fema  
General Gas  
General Gas

**CONTINENTAL VILLAGE WATER DISTRICT**

**CONTINENTAL VILLAGE PARK DISTRICT**

Clubhouse Fees



## **AGENDA**

- 1. Resolution referring a proposed Local Law to amend Town Code Chapter 175 by amending Town Code Section 175-8 "Zoning Maps" to change the zoning designation of a certain property from "RR" to "HC" and schedule the Public Hearing.**

### **RESOLUTION #-2016**

**WHEREAS**, the Town Board of the Town of Philipstown has a local law before it entitled: "A Local Law to amend Town Code Chapter 175 by amending Town Code Section 175-8 "Zoning Maps" to change the zoning designation of certain property from "RR" to "HC," and

**WHEREAS**, in order to consider the proposed local law it is necessary to introduce it, refer it to the Town Planning Board and County Planning Department for review and schedule a public hearing upon it,

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

1. That the movant of this resolution does hereby introduce the attached proposed local law, and
2. That a public hearing on the proposed local law be set for May 5, 2016 at 7:00 pm and that due notice of the same is directed to be given by publication and posting; and
3. That pursuant to 175-69(B) the Town Board hereby refers the proposed local law to the Town Planning Board and County Planning Department for review.

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

The vote on the foregoing resolution was as follows:

Nancy Montgomery, Councilwoman	Aye
John Van Tassel, Councilman	Aye
Michael Leonard, Councilman	Aye
Robert Flaherty, Councilman	Aye
Richard Shea, Supervisor	Aye

- 2. Resolution declaring April 2016 as Teen Driver Safety Awareness Month in the Town of Philipstown.**

Supervisor Shea said this is something the County has done and we have done before also.



**RESOLUTION #-2016**

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

**WHEREAS**, statistics and experience demonstrate that the greatest danger to our youth in the Town of Philipstown, are the dangers posed from traffic crashes; and

**WHEREAS**, highway crash statistics inform us that although teen drivers make up only 7% of the driving population, they comprise 18% of the injury related automobile crashes; and

**WHEREAS**, the leading cause of accidental deaths to our youthful population throughout the United States are automobile accidents; and

**WHEREAS**, analysis shows us that the reasons for teen overrepresentation in injury related automobile crashes include: driver inexperience, excessive speed, unnecessary risk taking, inattentive driving and use of alcohol and drugs; and

**WHEREAS**, in Philipstown, we have too often experienced a tragedy with the death of a teen driver at the wheel. Many of these deaths have occurred during the spring and summer months with a high incidence rate during the period leading up to prom season; and

**WHEREAS**, all accidents are preventable and crash rates can be lowered through the use of education and awareness programs through the use of our school systems, law enforcement programs and youth services organizations such as Boy Scouts, Girl Scouts, Junior RTC programs and the Civil Air Patrol, just to name a few; and

**WHEREAS**, these programs work best when there is a period set aside for local government at every level, our school districts and churches, synagogues and youth service organizations coming together to provide these educational programs;

**NOW, THEREFORE, BE IT RESOLVED**, that we the Town Board of the Town of Philipstown declare April 2016 as Teen Driver Safety Awareness Month in Philipstown; and

**BE IT FURTHER RESOLVED**, that we encourage all levels of government, our school districts, law enforcement, our churches and synagogues, our youth service organization and all the citizens of Philipstown support programs that promote teen driver safety awareness in Philipstown thereby protecting two of our most precious resources, our children and grandchildren.

**3. Resolution authorizing a donation in the amount of \$300.00 to the Nelsonville Fish & Fur for this years "Kids Fishing Day" scheduled for May 1, 2016.**

Town Clerk Merando noted that this is something that is done every year.



**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby authorizes a donation in the amount of \$300.00 to the Nelsonville Fish & Fur for this years "Kids Fishing Day" scheduled for May 1, 2016.

**4. Resolution authorizing the release of escrow funds to the following Planning Board Applicants Dean Anderson, Entergy, Viewsave LLC, Villetto Vaughn Hammond and Lyons Realty Company.**

Supervisor Shea said that he has a letter from the Planning Board Chairman Andy Merante approving this.

**RESOLUTION #-2016**

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

**WHEREAS**, on March 24, 2016, the Philipstown Planning Board determined that the following applications are complete and any escrow funds for processing and consultant's fees should be released to applicants;

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

That the Town Board hereby authorizes the release of escrow to Dean Anderson, Entergy, Viewsave LLC, Villetto Vaughn Hammond and Lyons Realty Company.

**5. Resolution authorizing the release of escrow funds for the Friars of Atonement. (Zoning Board Applicant).**

The Board has a letter from the Zoning Board secretary on this.

**RESOLUTION #-2016**

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

**WHEREAS**, on March 14, 2016, the Zoning Board of Appeals determined that the escrow funds for the Friars of Atonement be returned;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby authorizes the release of the remaining escrow funds for processing and consultant's fees be returned to the Friars of Atonement.



- 6. Resolution accepting the resignation of Jamie Adams as Chairman and member of the Board of Assessment Review effective 2-26-2016.**

**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby accepts the resignation of Jamie Adams as Chairman and member of the Board of Assessment Review effective February 26, 2016.

- 7. Resolution authorizing Supervisor Shea to sign the contract between the County of Putnam and the Town for Real Property Tax Services.**

**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the contract between Putnam County Real Property and the Town of Philipstown to prepare the necessary documents for property taxes.

- 8. Resolution appointing Teri Fleming as Clerk to the Highway Department effective February 8, 2016 at a salary not to exceed that set forth in the 2016 budget.**

**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby appoints Teri Fleming as Clerk to the Highway Department effective February 8, 2016 at a salary not to exceed that set forth in the 2016 budget.

- 9. Resolution appointing Tara Percacciolo as Clerk to the Town Board effective March 7, 2016 at a salary not to exceed that set forth in the 2016 budget.**

**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby appoints Tara Percacciolo as Clerk to the Town Board effective March 7, 2016 at a salary not to exceed that set forth in the 2016 budget.

- 10. Resolution appointing Linda Valentino as Secretary to the Planning/ Zoning/ Conservation Boards and Code Enforcement Clerk effective March 14, 2016 at a salary not to exceed that set forth in the 2016 budget.**



**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby appoints Tara Percacciolo as Clerk to the Town Board effective March 7, 2016 at a salary not to exceed that set forth in the 2016 budget.

**11.Resolution appointing Gordon Casement as Chairman of the Board of Assessment Review whose term will expire on September 30, 2020.**

**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby tables this item for further discussion.

**11a.Resolution appointing Dorothy Gilman to the Board of Assessment Review whose term will expire on September 30, 2018 replacing Michael Leonard who resigned December 31, 2013.**

**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby appoints Dorothy Gilman to the Board of Assessment Review whose term will expire on September 30, 2018 replacing Michael Leonard who resigned December 31, 2013.

**12.Resolution awarding the sale of a surplus vehicle - 1998 Ford Ranger Pickup Truck in the amount of \$257.00.**

**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby awards the sale of a surplus vehicle – 1998 Ford Ranger Pickup Truck in the amount of \$257.00 to John Jesek, 9 Bank Street, Cold Spring, NY. VIN#1FTZR15U6WTA42372 in "as is" condition.

**13.Resolution authorizing Supervisor Shea to sign the contract between the County of Putnam and the Town for Senior Resource Officer in the amount not to exceed \$15,000.00.**

**RESOLUTION #-2016**

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 contract between the Town of Philipstown and Putnam County Office for Senior Resources for outreach services for the fiscal year 2016 in the amount of \$15,000.00.

**14. Resolution hiring Cecilia Mastrorilli to handle updating/refreshing the Municipal Channel and train the new Clerk (Floater) at the rate of \$30.00 per hour, not to exceed \$2,000.00**

**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby approves hiring Cecilia Mastrorilli to handle updating/refreshing the Municipal Channel and train the new Clerk (floater) at the rate of \$30.00 per hour, not to exceed \$2,000.00.

**15. Resolution accepting the Butterfield Inspection Activity Report from January to March 2016 and approving the submission for payment.**

Supervisor Shea said that in an effort to work with the Village, and not have them spend more money than they have to, the Town has agreed to use our Code Enforcement Officer to do inspections at the Butterfield project. This will also help with the Town's expenses. This seems to be working for both sides, as the village is getting quality inspections.

**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby approves the Butterfield Inspection Activity Report from January to March 2016 and approves the submission for payment.

**16. Resolution changing the venue for the Philipstown Planning Board meetings from the Butterfield Library to the Town Hall beginning May, 2016 and directing the Chairman to be responsible for making accommodations for people with disabilities.**

**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby tables this item for further discussion.

**17. Resolution authorizing Supervisor Shea to sign the project permit for the Washburn Parking Lot.**

**RESOLUTION #-2016**

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



**RESOLVED**, that the Town Board hereby authorizes Supervisor Shea to sign the project permit for the Washburn Parking Lot.

**18. Code Enforcement Report.**

Town Clerk Merando read the report which is on file in the Clerk's office.

**19. Schedule Workshops/Meetings.**

April 13, 2016                      Workshop to discuss Dahlia house renovations

April 20, 2016                      Workshop to discuss Indian Brook Road parking

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

**AUDIENCE**

**VACANCIES**

CV Park District (3)

Board of Assessment Review (1)

Zoning Board (1)

**RESOLUTION #-2016**

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

**RESOLVED**, that the Town Board hereby appoints Vincent Cestone and Ralph Bassignani as members of the Continental Village Park District Advisory Committee.

Mr. Terri Zaleski addressed the Town Board with regard to the visit from Ken Scorer, engineer from South Dakota on March 17 – 19, 2016. He took back some 200 lbs. of soil to test. He met with Carl Frisenda and others and walked the roads. He will be analyzing the samples and expects to come back with a report. He will come back in June and hopefully the Board could have a workshop when he is here to review his report. The Town Board agreed to schedule the workshop for June 15, 2016.

**APPROVAL OF VOUCHERS**

Councilman Leonard made a motion, seconded by Councilman Flaherty and unanimously carried that the General Vouchers in the amount of \$are hereby approved as set forth in Abstract 3A & 4.

Councilwoman Montgomery made a motion, seconded by Councilman Leonard and unanimously carried that the Highway Vouchers in the amount of \$are hereby approved as set forth in Abstract 3A & 4.



Monthly Town Board Meeting  
April 7, 2016

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

Councilman Leonard made a motion, seconded by Councilman Flaherty and unanimously carried that the CVWD Vouchers in the amount of \$are hereby approved as set forth in Abstract 4

There being no further business to discuss, Councilwoman Montgomery made a motion, seconded by Councilman Leonard to close the Monthly Meeting at 8:50 p.m.

Respectfully submitted by,

Theresa Crawley  
Deputy Town Clerk





## 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

NANCY MONTGOMERY, COUNCILWOMAN  
JOHN VAN TASSEL, COUNCILMAN  
MICHAEL LEONARD, COUNCILMAN  
ROBERT FLAHERTY, COUNCILMAN

**WHEREAS**, all across the county youth volunteers are serving as a catalyst for our community; and

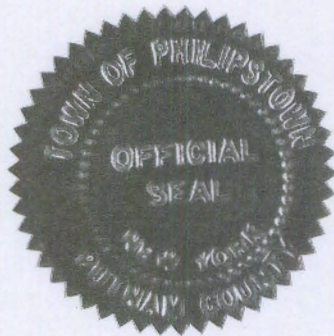
**WHEREAS**, our youth volunteer force is a great treasure; and

**WHEREAS**, they dedicate time and resources to their community and find opportunities to make a difference in the lives around them; and

**WHEREAS**, Marissa DiPalo has graciously donated her time and talent serving on the Putnam County Youth Forum Planning Committee, coordinator for the shoe drive for the Walter Hoving Home, Haldane School Peer Mentoring as well as Elementary Tutoring, Food Pantry Events, and participated in the Habitat for Humanity of Putnam County: and

**WHEREAS**, through Girl Scouting, every girl, everywhere, grows strong and gains self-esteem skills needed to take active roles in the community;

**NOW, THEREFORE, BE IT RESOLVED**, that we, the undersigned members of the Town Board and Town Officers of the Town of Philipstown, do hereby inscribe upon the minutes of the Town Records, our sincere congratulations to Marissa DiPalo upon her achieving the "Gold Award" for Girl Scouting.



DATED: May 5, 2016  
Cold Spring, NY

\_\_\_\_\_  
Richard Shea, Supervisor

\_\_\_\_\_  
Nancy Montgomery, Councilwoman

\_\_\_\_\_  
John Van Tassel, Councilman

\_\_\_\_\_  
Michael Leonard, Councilman

\_\_\_\_\_  
Robert Flaherty, Councilman

\_\_\_\_\_  
Tina M. Merando, Town Clerk





## 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

NANCY MONTGOMERY, COUNCILWOMAN  
JOHN VAN TASSEL, COUNCILMAN  
MICHAEL LEONARD, COUNCILMAN  
ROBERT FLAHERTY, COUNCILMAN

**WHEREAS**, all across the county youth volunteers are serving as a catalyst for our community; and

**WHEREAS**, our youth volunteer force is a great treasure; and

**WHEREAS**, they dedicate time and resources to their community and find opportunities to make a difference in the lives around them; and

**WHEREAS**, Marina Martin has graciously donated her time and talent serving on the Little Stony Point Citizens Association as a student liaison to the Board of Director's, Passive House Alliance as Secretary to the Board of Director's, and volunteering for events at the Hudson Highlands Land Trust;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Philipstown urges our citizens to recognize the endeavors made by our youth volunteers to enhance the quality of life in our community.

**BE IT FURTHER RESOLVED** that we, the undersigned members of the Town Board and Town Officers of the Town of Philipstown, do hereby inscribe upon the minutes of the Town Records, our sincere congratulations to Marina Martin upon her giving of herself for our community



DATED: May 5, 2016  
Cold Spring, NY

\_\_\_\_\_  
Richard Shea, Supervisor

\_\_\_\_\_  
Nancy Montgomery, Councilwoman

\_\_\_\_\_  
John Van Tassel, Councilman

\_\_\_\_\_  
Michael Leonard, Councilman

\_\_\_\_\_  
Robert Flaherty, Councilman

\_\_\_\_\_  
Tina M. Merando, Town Clerk





TINA M. MERANDO  
TOWN CLERK AND TAX COLLECTOR

## TOWN OF PHILIPSTOWN

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

RICHARD SHEA, SUPERVISOR

(845) 265-3329

NANCY MONTGOMERY, COUNCILWOMAN  
JOHN VAN TASSEL, COUNCILMAN  
MICHAEL LEONARD, COUNCILMAN  
ROBERT FLAHERTY, COUNCILMAN

**WHEREAS**, all across the county youth volunteers are serving as a catalyst for our community; and

**WHEREAS**, our youth volunteer force is a great treasure; and

**WHEREAS**, they dedicate time and resources to their community and find opportunities to make a difference in the lives around them; and

**WHEREAS**, Alexandria Gariepy has graciously donated her time and talent organizing and implementing fundraisers for Habitat for Humanity for Haldane Central School District as well serving as Stage Manager for five shows and organized and coordinated the 1<sup>st</sup> Annual "Outrun for Autism";

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Philipstown urges our citizens to recognize the endeavors made by our youth volunteers to enhance the quality of life in our community.

**BE IT FURTHER RESOLVED** that we, the undersigned members of the Town Board and Town Officers of the Town of Philipstown, do hereby inscribe upon the minutes of the Town Records, our sincere congratulations to Alexandria Gariepy upon her giving of herself for our community



DATED: May 5, 2016  
Cold Spring, NY

\_\_\_\_\_  
Richard Shea, Supervisor

\_\_\_\_\_  
Nancy Montgomery, Councilwoman

\_\_\_\_\_  
John Van Tassel, Councilman

\_\_\_\_\_  
Michael Leonard, Councilman

\_\_\_\_\_  
Robert Flaherty, Councilman

\_\_\_\_\_  
Tina M. Merando, Town Clerk



WHEREAS, heretofore the Town Board has introduced Local Law No. 1 of the year 2016 entitled: A Local Law to amend the Town Code, Chapter 175 by amending Town Code Section 75-8 "Zoning Maps" to change the zoning designation from "RR" to "HC" ; and

WHEREAS, this is an action subject to SEQR, and

WHEREAS, the Town Board is the sole Involved Agency, and such has caused to be prepared a Short Environmental Assessment Form, and

WHEREAS, the Town Board has conducted a public hearing on the proposed local law and heard all persons interested in the subject matter of the same,

NOW, THEREFORE, BE IT RESOLVED as follows: That after considering all of the information presented to it including the short EAF the Town Board determines that the adoption of the Local Law No.1 of the year 2016 will not result in any significant adverse environmental impacts and does hereby adopt the Negative Declaration attached hereto.

\_\_\_\_\_ presented the foregoing resolution, which was seconded by \_\_\_\_\_

The vote on the foregoing resolution was as follows:

Richard Shea, Supervisor	voted	_____
Nancy Montgomery, Councilwoman,	voted	_____
John Van Tassel, Councilman	voted	_____
Michael Leonard, Councilman	voted	_____
Robert Flaherty, Councilman	voted	_____



**RESOLUTION #-**

The following Resolution was presented by \_\_\_\_\_, seconded by \_\_\_\_\_;

**RESOLVED**, that the Town Board hereby adopts the Local Law amending the Town Code Chapter 175 by amending Town Code Section 75-8 "Zoning Maps" to change the zoning designation from "RR" to "HC;"

**ROLL CALL VOTE**

Richard Shea, Supervisor	_____
Nancy Montgomery, Councilwoman	_____
John Van Tassel, Councilman	_____
Michael Leonard, Councilman	_____
Robert Flaherty, Councilman	_____

Resolution unanimously passed.





Town Clerk <townclerk@philipstown.com>

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## Developer's Agreement

1 message

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**Town Clerk** <townclerk@philipstown.com>  
To: Stephen Gaba <sgaba@drakeloeb.com>

Mon, Apr 25, 2016 at 2:02 PM

Steve,

Could you draft a resolution authorizing Richard to sign the Developer's Agreement between the Town and ESP please. We have scheduled the public hearing for May 5th and I anticipate them adopting the Local Law at their regular scheduled meeting that same evening. Thank you.

Tina

--

Tina M. Merando  
Town Clerk  
Town of Philipstown  
238 Main St.  
Cold Spring, NY 10516

TEL: 845-265-3329  
FAX: 845-265-3958



6

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Kevin Donohue  
P.O. Box 96, Billings  
New York 12510

April 19, 2016

Town of Philipstown  
P.O. Box 155  
Cold Spring, NY 12510

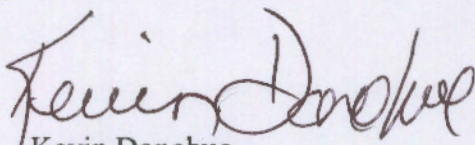
Re: Letter of Resignation  
Town of Philipstown

Dear Ms. Merando,

It is with much regret that I resign my position as Code Enforcement Official for the Town of Philipstown as of April 29, 2016.

I have thoroughly enjoyed my service with the Town and am particularly thankful to have been worked with such warm and dedicated group of leaders and co workers to help preserve this beautiful community.

With regrets,

  
Kevin Donohue

RECEIVED  
4/19/16



**RESOLUTION #-**

The following Resolution was presented by \_\_\_\_\_, seconded by \_\_\_\_\_ and unanimously carried;

RESOLVED, that the Town Board hereby accepts the resignation of Kevin Donohue as Code Enforcement Officer effective April 29, 2016



**RESOLUTION**

The following Resolution was presented by \_\_\_\_\_, seconded by \_\_\_\_\_ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Town Clerk Merando to advertise for the position of Code Enforcement Officer, filling the vacancy left by Kevin Donohue.



**RESOLUTION**

The following Resolution was presented by \_\_\_\_, seconded by \_\_\_\_ and unanimously carried;

RESOLVED, that the Town Board hereby appoints Melissa Carlton as a member of the Board of Assessment Review filling the vacancy left by Jamie Adams, whose term will expire September 30, 2020.





## 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

NANCY MONTGOMERY, COUNCILWOMAN  
JOHN VAN TASSEL, COUNCILMAN  
MICHAEL LEONARD, COUNCILMAN  
ROBERT FLAHERTY, COUNCILMAN

April 14, 2016


Little Stony Point Association  
3011 Route 9D  
Cold Spring, NY 10516

Dear Little Stony Point Citizens Association,

The Town of Philipstown is happy to support your efforts to procure a grant with the Consolidated Funding Application for improvements to the park specifically the equipment.

We are also grateful for the safe clean public access to the park and the Hudson River which the Association helps to provide.

Very truly yours,

  
Richard Shea  
Supervisor



RESOLUTION

The following Resolution was presented by \_\_\_\_\_, seconded by \_\_\_\_\_ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign a letter of support for Little Stony Point Associations' application for a Consolidated Funding Grant.





# Hudson River Valley Greenway

10

1991 Celebrating 25 Years 2016

**BARNABAS MCHENRY**  
Chairman  
Greenway Council

**KEVIN BURKE**  
Acting Chair  
Greenway Conservancy

**MARK CASTIGLIONE**  
Acting Executive Director

April 15, 2016

Hon. Richard Shea, Supervisor  
Town of Philipstown  
238 Main Street  
P.O. Box 155  
Cold Spring, New York 10516

**Re: Grant: PL 15-01-03-P, Philipstown Depot Theatre's Looking Swell**  
**Amount:** Five Thousand Dollars (\$5,000.00)  
**Grantee:** Town of Philipstown

Dear Supervisor Shea:

Congratulations! During a recent Board Meeting of the Hudson River Valley Greenway, at the recommendation of the Grants Committee, a resolution was passed unanimously approving funding for a matching grant to your community for the project and amount referenced above.

Enclosed please find three copies of an MOU between the Greenway and your organization. Please sign and notarize all *three copies* and return them to the Greenway office. A copy of the MOU will be forwarded to you when it has been fully executed.

At that time we will also provide payment information under the terms of the MOU. All agencies are now required to include a provision in all of our MOU's which requires grantees to accept electronic payment. Please see section five of your MOU for more information. If you are not yet registered, please fill out the electronic payment authorization form and mail **directly** to the address listed on the bottom of the form.

Again, congratulations on this award! I will be enthusiastically following your project. If you have any questions or concerns, please feel free to contact me or Financial Manager, Scott Keller.

Sincerely,

Mark Castiglione  
Acting Executive Director

Encs.

RECEIVED  
4/25/16





## Hudson River Valley Greenway

## Memorandum of Understanding Face Page

**DATE:** March 23, 2016

**PROJECT**

Philipstown Depot Theatre's Looking Swell, as set forth in detail in Schedule 1.

**GRANTEE**

Town of Philipstown  
238 Main Street  
P.O. Box 155  
Cold Spring, NY 10516  
A Municipal Corporation

**GREENWAY**

Hudson River Valley Greenway Communities Council

**Name:** Mark Castiglione

**Title:** Acting Executive Director

**Telephone:** (518) 473-3835

**Facsimile:** (518) 473-4518

**E-Mail:** hrv@g@hudsongreenway.ny.gov

**Address:** 625 Broadway – 4<sup>th</sup> Floor  
Albany, New York 12207-2995

**SPECIAL AWARD CONDITIONS**

The Committee restricts the use to purchase and installation of electrical fixtures, and further requires that the Town shall obtain any required SHIPO approvals for all work done using Greenway funds.

**MOU ID:** PL 16-01-03-03-P

**MOU TYPE:**

☒ Greenway Community Grant

☐ Greenway Compact Grant

**MOU PERIOD**

**From:** March 23, 2016

**To:** Two years after the date of execution

**FUNDING AMOUNT**

\$ 5,000.00, (five thousand dollars)

**GRANTEE'S GREENWAY STATUS AS OF:**

**November 1997**

☒ Greenway Planning Community

☐ Greenway Compact Community

**GRANTEE NYS VENDOR ID#:**

**GRANTEE FEDERAL TAX ID #:** 14-6002369

Grantee Provide/correct as necessary

**CHIEF ELECTED/AUTHORIZED SIGNER**

**Name:** Richard Shea

**Title:** Supervisor

**Telephone:** 845-265-5200

**Facsimile:** 845-265-3958

**E-Mail 1:** townclerk@philipstown.com

Grantee correct as necessary

**LEAD PROJECT CONTACT**

**Name:** Amy Dul

**Title:** Executive Director

Philipstown Depot Theatre

**Address:** Box 221

10 Garrison Landing

Garrison, NY 10524

**Telephone:** 845-424-3900

**E-Mail 1:** atdul@optonline.net

Grantee correct as necessary



**Memorandum of Understanding  
Signature Page**

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU as of the latest parties' signature date written below:

For the **GREENWAY**:

For the **GRANTEE**:

\_\_\_\_\_  
Mark Castiglione  
Acting Executive Director  
Greenway Communities Council

\_\_\_\_\_  
Richard Shea  
Supervisor  
Town of Philipstown

Date \_\_\_\_\_

Date \_\_\_\_\_

State of New York                     )  
County of                                 )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_,  
before me personally came

\_\_\_\_\_, to me known, and  
known to me to be the person described in and who executed  
the foregoing instrument and he/she acknowledged to me  
that he/she executed the same.

\_\_\_\_\_  
Notary Public



## MEMORANDUM OF UNDERSTANDING

### I. BACKGROUND

This Memorandum of Understanding (MOU) is by and between the **GREENWAY**, a council of state and local government, and the **GRANTEE**, as identified on the Face Page hereof.

### II. PURPOSE

The purpose of this MOU is to provide assistance to the **GRANTEE** for the **PROJECT**, as set forth in Schedule 1.

### III. STATEMENT OF MUTUAL INTEREST AND BENEFITS

The Hudson River Valley Greenway Act calls for the creation of a regional planning compact among the villages, towns and cities of the Hudson River Valley Greenway area. The purposes of the compact are to foster regional planning, protect natural and cultural resources, enhance public access to the Hudson River, promote economic development (including tourism, agriculture and urban redevelopment) and foster heritage and environmental education. The Hudson River Valley Greenway Act authorizes the Council to fund projects related to the development of the Compact.

Land use decisions that affect the immediate and long-range protection of the State's natural and cultural resources, impact economic development and guide the growth and development of New York and its communities are made by local governments. Community planning, incorporating the goals of the Greenway, offers an approach to protect our natural and cultural resources, encourage economic development, promote heritage and environmental education, foster regional partnerships and regional planning, and increase public access to the Hudson River and other natural areas and recreational opportunities.

Communities may voluntarily participate in the development and implementation of the planning compact. Communities participating in the compact process will become eligible for Greenway technical and financial assistance. The **GRANTEE** voted to participate and was accepted into the Greenway as identified on the Face Page hereof.

**NOW THEREFORE**, in consideration of the above premises, the parties agree as follows:

### IV. THE GREENWAY

The **GREENWAY** shall provide financial assistance pursuant to this MOU.

The **GREENWAY** shall be responsible for enforcement of the provisions of this MOU and may refuse to authorize payment on any work performed where such work has not been performed with care, skill and diligence, and in accordance with applicable professional standards or where such work does not fulfill the letter or the intent of the provisions of this MOU.

### V. THE GRANTEE

#### A. Description of Work Program.

The project elements are described in the scope of services, which is attached hereto as **Schedule 1**.



#### B. Matching Funds

The **GRANTEE** shall provide matching funds for this grant to be not less than the funds provided by the **GREENWAY**. Matching funds may include, but are not limited to, in-kind services (see Section V.C.), grants received and/or cash contributed as set forth in the project budget, which is attached hereto as **Schedule 1**.

#### C. In-Kind Services

The **GRANTEE** shall provide, to the extent practicable, the **GREENWAY** with an accounting of actual volunteer time and time spent by other in-kind service providers if such time is to be applied to the match required under this MOU. Cash, force account labor, real property, and donated professional services, labor, equipment, supplies and materials, and other grants, including New York State grants, all can be used as the applicant's share of project costs. The entire share must be related to the project for which funds are requested, be fully documented, and fall entirely within the MOU term (see Section X). The **GREENWAY** shall require certification of donated professional services.

#### D. Use of Products Produced, Copyright, and Greenway Representation

*Use of Products Produced:* A draft of any documents, reports, studies, maps, signs, brochures etc. must be submitted to the **GREENWAY** for review prior to final production. When feasible, digital data shall be provided on a media and in a format suitable for use by the **GREENWAY**.

*Grant of Rights:* All rights, title, and interest to and including the rights of copyright in any reports, studies, photographs (and negatives), computer programs, websites, digital media, drawings, writings or other similar works or documents, along with all supporting data and materials (collectively the "Materials"), produced under this MOU will be owned jointly by the **GRANTEE** and **GREENWAY**.

*Representations and Warranties:* the **GRANTEE** represents and warrants that (i) the Materials will be originally and specifically developed by the **GRANTEE** for the **GREENWAY** in fulfillment of this Agreement; (ii) no part of the Materials will defame or libel, or infringe upon or violate any patent, copyright, trade secret, trademark, right of privacy or publicity, nondisclosure or any other proprietary or property rights of any third party; (iii) the **GRANTEE** is financially responsible and experienced in and competent to perform the type of work required hereunder, is familiar with all applicable laws, ordinances and regulations governing the work required hereunder; and is licensed pursuant to any applicable federal, state, or local licensing requirements; and (iv) the **GRANTEE** has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder.

#### E. Acknowledgement

All final reports, maps, signs and documents shall note the financial contribution of the **GREENWAY** as follows: ("Funded in Part by a Grant from the Hudson River Valley Greenway") and the **GREENWAY** logo shall be displayed, which will be provided upon request. Final payment is contingent upon proof of final product displaying this acknowledgement.

#### F. Payments

(i) The **GRANTEE** shall submit Claim Forms to the **GREENWAY** for payment of services performed. (ii) No advance payments will be provided to any **GRANTEE**. (iii) No payment under this MOU will be made by the **GREENWAY** to the **GRANTEE** unless proof of performance of required services, programs, or accomplishments is provided. Payment shall be made upon audit and approval of the **GREENWAY** and the Comptroller of claim forms executed by an authorized officer of the **GRANTEE**. (iv) Eligible expenditures for the Project are those expenditures which are identified in the attached Schedule 1 and which are made in accordance with the



applicable appropriation authority, and which have been incurred within the term of the MOU. (v) Any cost overruns will not be paid by the **GREENWAY** and the **GREENWAY** is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified. (vi) If the **GRANTEE** fails to submit a final report within 30 days after the expiration of this MOU, further reimbursements may be withheld by the **GREENWAY**, and all funds previously paid under this MOU may be due and owing. (vii) The **GREENWAY** shall not be liable for any expenses or obligations arising after the MOU termination date. (viii) Payment for Claim Forms submitted shall only be rendered electronically unless payment by paper check is expressly authorized by the Executive Director, in the Executive Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The **GRANTEE** shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <http://www.osc.state.ny.us/vendors/ePayments.htm>. The **GRANTEE** acknowledges that it will not receive payment on any Claim Forms submitted under the agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Executive Director has expressly authorized payment by paper check as set forth above.

The **GREENWAY** will notify the **GRANTEE** if the Claim Form is incomplete or deficient. Upon authorization, the **GREENWAY** will process the request for payment. Payments will only be made for amounts greater than or equal to 20% of the total grant.

#### G. Final Payment

The final payment, not to exceed 10% (ten percent) of the grant award, shall be retained by the **GREENWAY** until the **GREENWAY** deems the work program complete and upon receipt of a satisfactory final report and all necessary materials summarizing the project (see Section V.H.). Verification of project completion and, when applicable, adoption of plans by the governing body, is required prior to the issuing of final payment.

#### H. Final Report

**GRANTEE** is required to submit a final report to receive final payment. The final report shall include verification of the completion of the project. Elements of the final report may include, but are not limited to, a narrative; copies of adopted plans, reports, or other publications acknowledging **GREENWAY** support and containing the **GREENWAY** logo (see Section V.E.); proof of formal adoption of plans by local government grantees; before and after photographs; sketches; maps; slides; engineering designs; and printed materials containing the **GREENWAY** logo and any other materials produced fully or in part with grant funds. Final reports may be submitted in either electronic or paper format and must contain a copy of publications or photographs of any products including kiosks and other interpretive structures produced using **GREENWAY** funds.

#### I. Consultants

The **GRANTEE** shall provide the **GREENWAY** with copies of any Request for Proposal (RFP) or of Request for Qualifications (RFQ) for consulting services related to this agreement. The **GRANTEE** shall notify the **GREENWAY** when a consultant has been selected.

Consultants or contractors engaged by the **GRANTEE** to carry out any part of the work program shall be the agents of the **GRANTEE**. There shall be no obligation between the **GREENWAY** and such agents. The **GRANTEE**



agrees to comply with any and all of its adopted procurement policies with regard to the engagement of such agents and contractors, as well as all applicable state and federal requirements.

#### I. Expenditure Categories

Expenditures per cost category or line item may exceed the amounts indicated in the project budget up to ten percent (10%) or one thousand dollars (\$1,000), whichever is greater, without approval of the **GREENWAY**, provided that the Total Grant Funds and Total Matching Funds as set forth in **Schedule 1** are not changed. Any expenditure in excess of such 10% or \$1,000 or any change to the Total Grant Funds or Total Matching Funds shall, at the sole discretion of the Greenway, require either an amendment to the Agreement as set forth in Section VII or written approval from the Greenway.

#### K. Record Keeping and Reporting

The **GRANTEE** will maintain accurate records of expenditures for a period of three years after the project is completed. The **GREENWAY** may, for a period of three years after project completion, inspect the financial records related to the project.

#### L. Re-Granting

The **GRANTEE** may not use any grant funds to re-grant to individuals or other organizations.

#### M. Permits

The **GRANTEE** is responsible for and must acquire any and all federal, state and local permits required for the project. All new construction projects must meet the 2010 American's with Disabilities (ADA) Design Standards [http://www.ada.gov/2010ADASTandards\\_index.htm](http://www.ada.gov/2010ADASTandards_index.htm).

#### **VI. Completion of Agreement**

No later than thirty days prior to the expiration date of this agreement, the **GRANTEE** shall

A. Notify the **GREENWAY** in writing that work will be completed pursuant to the term of the agreement.

OR

B. Present the **GREENWAY** with a proposed timetable for completion of any outstanding components of the scope of work beyond the agreement expiration date, and request a specific time extension during which time the project(s) will be completed.

OR

C. Notify the **GREENWAY** in writing that the **GRANTEE** is terminating the agreement and releases any remaining funds.

#### **VII. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:**

This MOU may only be modified, superseded or extended in writing and by mutual agreement of the **GREENWAY**, and the **GRANTEE**.

#### **VIII. NOTICES**

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

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



(v) by e-mail.

Such notices shall be addressed to the parties indicated on the Face Page hereof or to such different addresses as the parties may from time-to-time designate.

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

C. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### **IX. Special Award Conditions**

Special Award Conditions are identified on the Face Page hereof.

#### **X. Effective Date and MOU Term**

This MOU shall be effective when it is fully executed. The term of the MOU is identified on the Face Page hereof. The date of execution is the latest parties' signature date under the **In Witness Whereof** section identified on the Face Page hereof.



# Schedule 1

## Scope of Services and Budget





# Hudson River Valley Greenway

Note: You must save this form to your computer before filling it out. Forms must be completed using Adobe Acrobat 7.0 or higher.

**BARNABAS MCHENRY**  
Chairman  
Greenway Council

**SARA GRIFFEN**  
Acting Chair  
Greenway Conservancy

**MARK CASTIGLIONE**  
Acting Executive Director

## Hudson River Valley Greenway Grant Application

### PART A – GRANT TYPE

Please select the category of Hudson River Valley Greenway Grant program to which you are applying:

- ☒ Greenway Community Grant Program: Open to all designated Greenway Communities
- ☐ Greenway Compact Grant: Open to communities that have adopted an approved Greenway Compact Plan

### PART B – APPLICANT INFORMATION

#### 1. Lead Applicant Community: (Fiscal Agent)

Town ☒ of: Philipstown  
In County: Putnam ☒

NYS Vendor ID#:

Federal Tax ID#: 146002369

#### Co-Applicant(s):

Select One ☒ of:  
In County: Select One ☒

Select One ☒ of:  
In County: Select One ☒

Select One ☒ of:  
In County: Select One ☒



2. Chief Elected Official & Lead Contact Information

Chief Elected Official of Lead Applicant Community: Richard Shea  
(Supervisor/Mayor/County Executive)

Mailing Address: Richard Shea, Supervisor, 238 Main

City: Cold Spring

State: NY

Zip: 10516

Phone: 845-265-5200

Fax: 845-265-3958

Email: townclerk@philipstown.com

Lead Contact Person (if different from Chief Elected Official): Amy Dul

Title: Executive Director

Mailing Address: Philipstown Depot Theatre, Box 221

City: Garrison

State: NY

Zip: 10516

Phone: 845-424-3900

Fax:

Email: atdul@optonline.net

**PART C - GENERAL PROJECT INFORMATION**

1. Project Name: Philipstown Depot Theatre's Looking Swell

2. Project Location: County/Countries: Putnam

City/Town/Village(s): Town of Philipstown

Site Address: 10 Garrison Landing, Garrison, NY 10524

3. Applicant's Interest in Property (e.g. own, lease, easement, etc.): Garrison Landing Assoc.-lease

4. Project Costs:	Greenway Funds Requested:	\$	10,000.00
	Local Match - Cash:	\$	11,548.00
	Local Match - In-kind Services:	\$	1,290.00
	Other Funding Match:	\$	0
	Total Project Cost:	\$	22838.00

5. SEQRA Status - Please select the appropriate action type:

Type 1 ☐

Type 2 ☐

Unlisted Action ☐

If a Determination of Significance has been made, what was the determination?



**PART D – PROJECT DESCRIPTION & CONSISTENCY WITH GREENWAY GOALS**

**1. Project Description:**

(a) Please provide a brief, 50 word summary of the proposed project.

Please see attached.

(b) **With no more than 500 words**, please describe: (1) The location, need for and purpose of the project, and the deliverable that will be produced with Greenway grant funds. (2) How the proposed project advances each of the five "Greenway Criteria" that apply. The Greenway Criteria are: Natural and Cultural Resource Protection; Regional Planning; Economic Development; Public Access; Heritage and Environmental Education. You may attach photographs, maps, renderings, etc. (3) If the project is an intermunicipal or collaborative effort, briefly describe the partnerships and how the project reinforces regional planning or cooperation.

Please see attached.

(c) Is your project a plan or planning document? If "yes", include a proposed timetable for implementation (after completion of the document or plan), a description of the implementation steps, and whether funding sources for the implementation have been identified or secured. (100 words or fewer)

Please see attached.



## 1. Project Description

(a) Please provide a brief 50 word summary of the proposed project.

The Philipstown Depot Theatre (PDT) recently completed its first interior renovation since its founding as a performing arts center 20 years ago. Support from Greenway would enable PDT to undertake the next essential steps: ensuring safety by re-fireproofing of our stage curtains, improving exterior lighting, and renovating the deteriorating plaza.

(b)

The PDT is an inventive, re-adaptive use of a historic railroad station in the heart of quaint Garrison, right on the river's edge, with 70 seats raked so that all can see. In 2015, the PDT presented 100 performances of music, theatre, film and fun. Its summer youth programs are invariable over-subscribed and it has recently launched a variety of highly successful teen mentorship programs. PDT attracts more than 5000 patrons annually, drawing from Putnam, Dutchess, Orange, and Westchester counties, providing not only exceptional theatre, but also an unparalleled view of the Hudson River and West Point.

The PDT is a public, private partnership with the Recreation Department of the Town of Philipstown. Both partners contribute equal amounts of operating funds, with ticket sales, and rental fees making up the difference. We have received a small grant from the Putnam Arts Council for the past 20 years.

In 2014 the PDT launched its Looking Swell capital campaign and successfully raised enough private dollars (\$200,000) to complete much needed interior renovations. Those renovations include amenities such as new seats, an improved HV/AC system, increased efficiency of box office/dressing room space, improved storage and an enhanced lobby. The "new" interior was revealed Jan. 29, 2016. The PDT has now turned its attention to increasing public safety. The stage curtains need to be re-fireproofed, and the current exterior lighting is either non-existent or inoperable. The plaza outside the theatre is in disrepair, unsightly and unsafe-the PDT wishes to renovate it. Support from Greenway would help us fireproof the curtains, design and install adequate exterior lighting to mitigate unsafe conditions immediately, and design a new plaza.

We recognize that rebuilding the plaza will require additional capital funds and, to that end, the Board has agreed to hire a new part/time development associate. Additionally, we are in discussion with our local State Assemblywoman about state funds. Keeping momentum up as we ensure safety to our patrons would be a crucial next step.

The PDT is proud of its track record. It has maintained its commitment to the community as it marries professionals and amateurs, draws new audiences and participants, and increases its programming, all in a historic building. It is a



precious resource, preserving, protecting and enhancing culture in the Hudson Valley while providing easy access to the river.

(c)

With Greenway and PDT matching funds we will plan and implement a new lighting scheme by the end of the summer and within the year design the plaza renovation and ensure its compliance with all codes.

Metro North, which owns the plaza, wants to see our plans before it gives approval. Once we have its approval-and we foresee no obstacles there-we will raise the funds for these capital improvements. We will hire a development associate as well as continue discussions with our local State Assembly woman, Sandy Galef, to pursue potential state funds.



**For Greenway Compact Grant Program Applications only:**

If your municipality is a participating Greenway Compact community and applying under the Greenway Compact Grant Program, please answer the following:

2. Consistency with the Greenway Compact: Please list the name of the approved regional or county Greenway Compact Plan, and demonstrate how this project is consistent with the plan by citing specific sections or pages.

n/a

**PART E – WORK PROGRAM, TIME LINE & BUDGET SUMMARY**

**Work Program & Time Line:** Complete the information requested below and briefly list the proposed work program, by task, phase, or milestone and the timeline associated with the project. At a minimum, provide a start date and completion date for each project milestone (e.g. public input period, draft document completed, etc.). You may provide this information in an attachment. Under this grant program, reimbursable costs may **not** be incurred prior to the date of award.

Project Start Date:

Expected Project Completion Date:

	<u>Description</u>	<u>Start Date</u>	<u>Completion Date</u>
Phase/Task 1:	Lighting Design/Planning	4/2016	12/2016
Phase/Task 2:	Lighting Installation	8/2016	12/2016
Phase/Task 3:	Plaza Plan	4/2016	12/2016
Phase/Task 4:			



**Budget Summary:** Please identify the proposed expenditures of the project according to the following: (See worksheet below for budget and match detail)

Project Costs	Greenway Funds Requested	Local and other Funding Match	Total
Contractual/Professional Services:	\$ 2500.00	\$ 3080.00	\$ 5580.00
Equipment/Supplies/Materials:	\$ 5000.00	\$ 4800.00	\$ 9800.00
Construction:	\$ 2500.00	\$ 4958.00	\$ 7458.00
Land Acquisition:	\$ 0	\$ 0	0
<b>Total:</b>	<b>\$ 10,000.00</b>	<b>\$ 12838.00</b>	<b>\$ 22838.00</b>

(Total must equal the amount of "Total Greenway Funds Requested" in Budget Detail)

(Total must equal the amount of "Total Applicant Match" line in Budget Detail and must be equal to or greater than Total Greenway Funds Requested)



**Budget Detail for Greenway Funds Requested:**Contractual/Professional Services (Please specify):

Architect/code compliance \$ 1000.00

Engineer/drainage review \$ 1000.00

Project Management \$ 1000.00

*Total Contractual/Professional Services:* \$ 3000.00

Equipment/ Supplies/ Materials (Please specify):

Fixtures \$ 3000.00

Fire Safety(curains) \$ 1300.00

\$ 0

*Total Equipment/Supplies/Materials:* \$ 4300.00

Construction:

Electrical \$ 2700.00

\$ 0

\$ 0

*Total Construction:* \$ 2700.00

**Total Greenway Funds Requested:** \$ 10,0000



**Budget Detail for Applicant Match (In this section, please detail in-kind services, local match including all cash, and other funding):**

**1. In-kind services (salaries, wages, travel/mileage):**

**Salaries:**

Job Title: Executive Director

Project Management

Rate of Pay: \$ 29.00 /hr. Hours 18 \$ 540.00

Architect and Engineer

**Hourly Wages:**

Job Title:

Rate of Pay: \$  /  Hours  \$ 0

**Volunteer Hours (valued at \$15 per hour):**

Number of Volunteers: 3 Board members

Total of all Volunteer Hours 50 x \$15/hour = \$ 750.00

**5. Construction:**

**Mileage (show rate and miles, rate may not exceed IRS limits):**

Electrical Work x  = \$ 0  
(Rate) (Miles) (Amount)

contingency at 10%

Other Travel (specify):  \$ 0

Total Construction:

Total In-Kind Services: \$ 1290.00

Total Applicant Match (#1 through #5):

**Continued on next page**



## Budget Detail for Applicant Match Continued:

### 2. Land Acquisition:

\$ n/a

### 3. Contractual/Professional Services (Please specify):

Project Management

\$ 540.00 (540.00)

Architect and Enginneer

\$ 1250.00(750.00

*Total Contractual/Professional Services:*

\$ 3080.00

### 4. Equipment/ Supplies/ Materials (Please specify):

Fire Prevention Materials

\$ 1300.00

Lighting Fixtures

\$ 3500.00

*Total Equipment/Supplies/Materials:*

\$ 4800.00

### 5. Construction:

Electrical Work

\$ 2700.00

contingency at 10%

\$ 2258.00

*Total Construction:*

\$ 4958.00

**Total Applicant Match (#1 through #5):**

\$ 12838.00



**PART F - APPROVED MUNICIPAL RESOLUTIONS**

1. *Greenway Community Resolution or Greenway Compact Local Law: see attached*

Please attach a copy of the adopted municipal resolution endorsing the community's designation as a *Greenway Community*. A municipality must be a *Greenway Community* to receive funding under the Greenway Communities Grant program. For municipalities applying for a Greenway Compact Communities Grant, please attach a copy of the local law by which your community adopted the relevant county or regional Greenway Compact Plan.

2. *Municipal Grant Request Resolution\*: see attached*

An approved municipal resolution authorizing and endorsing this grant application must be provided before the application can be considered complete. A sample Municipal Grant Request resolution supporting a grant application is presented below.

**Sample Municipal Resolution**

WHEREAS, the \_\_\_\_\_ (name of municipality) is applying to the Hudson River Valley Greenway for a grant under the Hudson River Valley Greenway Grant Program for a project entitled \_\_\_\_\_ (Project Name from Part C #1) to be located in \_\_\_\_\_ (town/village or city),

WHEREAS, the grant application requires the applicant municipality to obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located;

NOW, THEREFORE, be it resolved that the governing board of \_\_\_\_\_ (municipality) hereby does approve and endorse the application for a grant under the Hudson River Valley Greenway Grant Program, for a project known as \_\_\_\_\_ (Project Name from Part C #1) and located within this community.

\_\_\_\_\_ Date of Adoption

\_\_\_\_\_ Name of Municipal Clerk \_\_\_\_\_ Signature

\*Note: If your Board does not meet until after the application deadline, please complete the following:

The municipal board will be considering a resolution for this project to be voted on the following date: \_\_\_\_\_. The resolution will be sent to the Greenway office within 48 hours of this meeting date.

**PART G - CERTIFICATION**

Elected Official Certification: Please read and sign the following. Digital signatures are acceptable.

"I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal law."

Applicant Name: Richard Shea Title: Supervisor

Signature:  Date: 2-4-2016



RESOLUTION

The following Resolution was presented by \_\_\_\_\_, seconded by \_\_\_\_\_ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the Memorandum of Understanding between the Town and Hudson River Valley Greenway for a grant in the amount of \$5,000.00 for the Depot Theatre.



11

**Town of Philipstown  
238 Main Street  
P.O. Box 155  
Cold Spring, New York 10516**

April 25, 2016

ATTN: Richard Shea  
Town Board  
Town of Philipstown  
238 Main Street  
P.O. Box 155  
Cold Spring, New York 10516

**Re: Release of Escrow funds for Rockwell/Cold Spring Farm**

Dear Supervisor Shea:

I am writing to advise you that at the April 21, 2016 Town Planning Board meeting it was determined that the application for Rockwell/Cold Spring Farm has been withdrawn and that any escrow funds for processing and consultants' fees being held by the Town should be released back to the applicants at this time:

Thank you.

Very truly yours,

*Anthony Merante* (R)  
Anthony Merante  
Chairman

cc: Town Clerk

RECEIVED  
4/25/16 DM



April 8, 2016

Richard Shea, Supervisor  
Philipstown Town Board

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



RE: Rockwell/Cold Spring Farm - Withdrawal of Application & Request for Return of Escrow Balance

Dear Messrs. Shea & Merante and Honorable Members of the Boards:

This letter is sent on behalf of our clients Nicholas and Marian Rockwell. It is the formal withdrawal of their application for Site Plan Approval to construct a horse barn on their Route 9 property, Tax Parcel 38.-3-25.

We also request return of any remaining balance in the escrow account for the project.

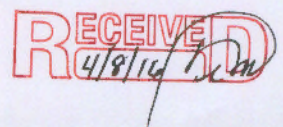
Thank you.

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

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

GJW/bms

cc: File U:\74-133B\WO\_22545\AM08API6BP\_WithdrawsApplication.docx  
Nicholas & Marian Rockwell





RESOLUTION

The following Resolution was presented by \_\_\_\_\_, seconded by \_\_\_\_\_ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes the release of escrow funds for Rockwell/Cold Spring Farm for processing and consultant's fees as the application has been withdrawn.



To:  
Philipstown Town Board  
Attention: The Honorable Richard Shea  
238 Main Street  
Cold Spring, NY 10516

The Village of Cold Spring Independence Day Committee is planning a significant event to celebrate Independence Day 2016 on Sunday, July 3. The festivities will begin at approximately 4pm with a parade of dignitaries from the County, the Town and the Village, a number of veterans from multiple conflicts, a contingent of kids participating in the annual bicycle decorating contest, a Doggie Brigade consisting of pets dressed and out to strut their stuff, ponies from the Therapeutic Equestrian Center, Girl Scouts, Boy Scouts, the Cold Spring Fire Company, the Sheriff's Cadets – and maybe a surprise guest or two.

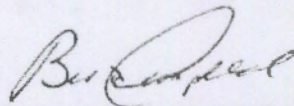
Following the parade, there will be recognition of the veterans, judging of the bicycles, and awards to the children. Food from local volunteer organizations will be on sale, there will be games for children, and we will have music until the start of the fireworks at dark.

The cost of the day's events are a huge burden to our village. As chair of the Independence Day Committee, I am requesting that the Town of Philipstown provide a donation of \$500 to assist in defraying a portion of the cost.

If I can answer any questions, please do not hesitate to contact me.

Bruce Campbell  
Chair  
Village of Cold Spring Independence Day Committee

845-674-0438



Rec'd  
7/20/16  
cc TB.



RESOLUTION

The following Resolution was presented by \_\_\_\_\_, seconded by \_\_\_\_\_ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes a donation in the amount of \$500.00 to the Cold Spring Independence Day Committee for this years' July 4<sup>th</sup> activities.





**TOWN OF CORTLANDT**  
TOWN HALL  
1 HEADY STREET  
CORTLANDT MANOR, N.Y. 10567-1254  
(914) 734-1020 - FAX: (914) 734-1102  
[www.townofcortlandt.com](http://www.townofcortlandt.com)

Jo-Ann Dyckman  
Town Clerk

April 20, 2016

Ms. Tina Merando, Town Clerk  
Town of Philipstown  
238 Main St.  
P.O. Box 155  
Cold Spring, NY 10516

Dear Ms. Merando:

At the regular Town Board meeting held on January 12, 2016, the Town Board adopted Resolution #45-14 authorizing the Supervisor to execute agreements regarding shared equipment.

Therefore, I have enclosed in the following Inter-Municipal Agreements along with a copy of the resolution for the year 2014:

**SHARED USE OF EQUIPMENT**

Please sign all copies where indicated, and return same to me along with a Certificate of Insurance naming the other municipalities as additionally insured. I will then forward them to the next municipality for signatures. When they are fully executed, I will send copies for your files.

If I can be of further assistance, please do not hesitate to contact me at 734-1023.

Very truly yours,

*Christine B. Cothren*

Christine B. Cothren  
Deputy Town Clerk  
Encs.



**THIS AGREEMENT** made the 12<sup>th</sup> day of January, 2016 by and between the **TOWN OF CORTLANDT**, a Municipal Corporation having it's principal place of business at One Heady Street, Cortlandt Manor, New York (hereinafter referred to as the "**TOWN**"), and the **VILLAGE OF BUCHANAN**, having it's principal place of business at 236 Tate Avenue, Buchanan, New York (hereinafter referred to as "**BUCHANAN**"), and the **VILLAGE OF CROTON-ON-HUDSON**, having it's principal place of business at Van Wyck Street, Croton-on-Hudson, New York, (hereinafter referred to as "**CROTON**"), and the **TOWN OF PHILIPSTOWN**, having it's principal place of business at "238 Main St., Cold Spring, New York, (hereinafter referred to as "**PHILIPSTOWN**"), and the **CITY OF PEEKSKILL**, 840 Main St., Peekskill, New York (hereinafter referred to as "**PEEKSKILL**").

**WITNESSETH:**

**WHEREAS**, the governing bodies of the parties hereto realize that on a day to day basis there is an ongoing sharing of equipment and vehicles between the municipalities at the request of the respective Department Heads and Directors of various programs; and

**WHEREAS**, there has been an informal agreement with respect to how said sharing of vehicles and equipment would take place; and

**WHEREAS**, it is the desire of the governing bodies to memorialize this Agreement and to set forth the duties and obligations of the parties hereto,

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. That all Department Heads, Directors, Supervisors, Managers of any of the Municipal entities herein are hereby authorized to loan on a temporary basis any equipment owned by any entity hereto to another Department of Agency of one of the other entities at the specific request of the appropriate Town or Village official.



**Village Agreement 2016  
Shared Equipment  
Page Two**

2. That said equipment or vehicle lent to the participating municipality herein shall be delivered with a full tank of fuel and shall be returned with a full tank of fuel.
3. That the parties hereto agree to keep all of their motor vehicles insured in accordance with the requirements of the Vehicle & Traffic Law throughout the term of this Agreement with respect to any vehicle which may be subject to this Agreement.
4. That it is specifically agreed that the vehicles will be returned in the same condition as they were lent and with a full tank of fuel and with all other fluids checked therein and replaced as would be normally required in the vehicle or equipment of the kind and nature involved.
5. That all of the sharing of equipment will be without charge of any kind other than as set forth herein.
6. The parties hereto agree at the beginning of each year to provide each other with a Certificate of Insurance with respect to their general liability policies naming each other as an additional insured on their said policies with respect to any liabilities that may arise out of this Agreement.



**IN WITNESS HEREOF**, the Chief Executive Officer of the Municipal entities herein, have executed this Agreement by virtue of the authority vested in them by approval resolutions of their governing body, the date above written.

**TOWN OF CORTLANDT**

By: \_\_\_\_\_  
SUPERVISOR

**VILLAGE OF CROTON-ON-HUDSON**

By: \_\_\_\_\_  
VILLAGE MANAGER

**VILLAGE OF BUCHANAN**

By: \_\_\_\_\_  
MAYOR

**TOWN OF PHILLIPSTOWN**

By: \_\_\_\_\_  
SUPERVISOR

**CITY OF PEEKSKILL**

By: \_\_\_\_\_  
MAYOR



**RESOLUTION**

**(RE: AUTHORIZE SUPERVISOR TO EXECUTE AN AGREEMENT OF COOPERATION WITH THE VILLAGES OF BUCVHANAN & CFROTON AND THE TOWN OF PHILIPSTOWN AND THE CITY OF PEEKSKILL COVERING SHARED EQUIPMENT FOR 2016)**

The following Resolution was presented by \_\_\_\_\_, seconded by \_\_\_\_\_ and unanimously carried;

**WHEREAS**, the various operating departments of the Village of Croton, Village of Buchanan, and the Town of Philipstown, and the City of Peekskill and the Town of Cortlandt, have, on an informal basis over the years, borrowed each other's equipment, including but not limited to, trucks, buses, and other vehicles and equipment; and

**WHEREAS**, it is the desire of the Municipalities to formalize the process by which this sharing of equipment and vehicles is carried out; and

**WHEREAS**, it is the desire of the Town Board to provide for indemnification for liability purposes;

**NOW, THEREFORE, BE IT RESOVLED**, that once the referenced Inter-Municipal Agreement is executed, the Town's operating department heads and managers are hereby authorized to allow the use of Town equipment and vehicles by the Villages of Croton, and Buchanan, the Town of Philipstown, and the City of Peekskill in accordance with said Agreement covering the period from the date of the executed Agreement to December 31, 2016





# Town of Philipstown

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

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

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## MONTHLY REPORT for Apr. 1 - 2016

1. Fees Collected	<u>10,847</u> —
2. Total Number of Permits Issued	<u>17</u>
3. New One- or Two-family dwellings:	<u>-</u>
4. New Commercial/Industrial buildings:	<u>-</u>
5. New Hazardous (H) occupancies:	<u>-</u>
6. New Multi family occupancies:	<u>-</u>
7. Additions, alterations or repairs residential buildings	<u>10</u>
8. Additions, alterations or repairs commercial buildings:	<u>-</u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u>7</u>
10. Number of Certificates of Occupancy :	<u>22</u>
11. Number of Stop Work Orders issued:	<u>0</u>
12. Operating permits issued	<u>0</u>
13. Operating permits issued hazardous materials	<u>0</u>
14. Operating permits Hazardous processes and activities	<u>0</u>
15. Permits issued for the Use of pyrotechnic devices:	<u>0</u>
16. Inspection of public assembly :	<u>0</u>
17. Inspection of commercial occupancies	<u>0</u>
18. Inspection of buildings with 3 or more dwelling units:	<u>0</u>

Projects of Significance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_