

REVISED

**TOWN BOARD MEETING
JULY 29, 2015 7:30 P.M. TOWN HALL**

PUBLIC HEARING

7:30 p.m. – Public Hearing – Local Law to amend Town Code Chapter 175 by Amending Town Code Section 175-5 “Existing Wood-Fired Furnaces” to impose time of operation restrictions on pre-existing Wood-Fired Furnaces.

IMMEDIATELY FOLLOWING:

Weekly Town Board Meeting

AGENDA

- 1. Resolutions needed to adopt Local Law, Chapter 175.**
 - **SEQRA/ Negative Declaration**
 - **Adopt Local Law**
- 2. Resolution authorizing Supervisor Shea to sign the Filming Permit for Possible Productions, Inc. (Nunc Pro Tunc)**
- 3. Resolution amending SEQRA as an unlisted action correcting typos.**
- 4. Resolution approving the Proposed Dissolution Plan for the Garrison Fire Protection District and authorize Town Clerk Merando to publish said Summary in the Town’s Official Paper for four weeks. (Nunc Pro Tunc)**
- 5. Resolution authorizing Town Clerk Merando to advertise the Public Hearing for the purpose of considering the establishment of a fire district upon the dissolution of the Garrison Fire Protection District of the Town of Philipstown. (Nunc Pro Tunc)**
- 6. Any other business that may come before the Town Board.**

ADJOURNMENT

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Philipstown will conduct a Public Hearing on 29th day of July, 2015 at 7:30 p.m., at the Town Hall, 238 Main Street, Cold Spring, New York. The purpose of the Public Hearing is to hear comments for/against a proposed **LOCAL LAW TO AMEND TOWN CODE CHAPTER 175 BY AMENDING TOWN CODE SECTION 175-5 "EXISTING WOOD-FIRED FURNACES" TO IMPOSE TIME OF OPERATION RESTRICTIONS ON PRE-EXISTING WOOD-FIRED FURNACES.**

A copy of the proposed Local Law is on file in the Town Clerk's Office where it may be examined during regular business hours.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF PHILIPSTOWN**

DATED: July 15, 2015

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. 2 of the year 2015

A local law TO AMEND TOWN CODE CHAPTER 17⁵ BY AMENDING TOWN CODE SECTION 17-5 ¹⁷⁵⁻⁵

(Insert Title)
"EXISTING WOOD-FIRED FURNACES" TO IMPOSE TIME OF OPERATION

RESTRICTIONS ON PRE-EXISTING WOOD-FIRE FURNACES

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. 2015

A LOCAL LAW TO AMEND TOWN CODE CHAPTER 175 BY AMENDING TOWN CODE SECTION 175-5 "EXISTING WOOD-FIRED FURNACES" TO IMPOSE TIME OF OPERATION RESTRICTIONS ON PRE-EXISTING WOOD-FIRED FURNACES.

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. 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 Town Code Chapter 175 by amending Town Code Section 175-5 "Existing Wood-Fired Furnaces" to impose time of operation restrictions on pre-existing wood-fired furnaces.

SECTION 3. AMENDMENT OF TOWN CODE.

Town Code Section 175-5 "Existing Wood-Fired Furnaces" is hereby amended to repeal §175-5(a) and to re-enact it as follows:

- A. Any wood-fired furnace in existence as of the effective date of this Chapter, which has received a permit from the Town, shall be permitted to remain, provided that the emissions from the furnace do not interfere with reasonable enjoyment of life or property and, further, provided that such wood-fired furnaces shall be operated only between November 1 and April 15. No replacement of any existing wood-fired furnace will be allowed without full compliance with the requirements herein. "Existing" or "in existences" means that the wood-fired furnace is in place on the site.

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 4. 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.

I hereby certify that the Local Law annexed hereto, designated as Local Law No. 2 of the year 2015, of the Town of Philipstown was duly passed by the Town Board on 7/29/15, 2015, in accordance with the applicable provisions of law.

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.

Tina M. Merando, Town Clerk
Town of Philipstown

Dated: _____, 2015

(SEAL)

(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. 2 of 2015 of the (County)(City)(Town)(Village) of Town of Philipstown was duly passed by the Town Board on 7-29- 20 15, 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)

617.20
Appendix B
Short Environmental Assessment Form

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.

| Part 1 - Project and Sponsor Information | | | | | | | |
|---|-------------------------------------|---|---|----|-----|-------------------------------------|-------------------------------------|
| Name of Action or Project: Local Law No. ____ of 2015 | | | | | | | |
| Project Location (describe, and attach a location map): unincorporated area of the Town of Philipstown | | | | | | | |
| Brief Description of Proposed Action: Adoption of a local law entitled: A Local Law to amend Town Code Chapter 17 ⁵ by amending Town Code Section 17 ⁵ -5 "Existing Wood-Fired Furnaces" to impose time of operation restrictions on pre-existing wood-fired furnaces. | | | | | | | |
| Name of Applicant or Sponsor: Town Board, Town of Philipstown | | Telephone: 845-265-5200 E-Mail: supervisor@philipstown.com | | | | | |
| Address: 238 Main Street | | | | | | | |
| 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> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> | NO | YES | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| NO | YES | | | | | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | | | |
| 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> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | NO | YES | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| NO | YES | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| 3.a. Total acreage of the site of the proposed action? | | _____ N/A acres | | | | | |
| b. Total acreage to be physically disturbed? | | _____ N/A acres | | | | | |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? | | _____ N/A 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): <u>N/A</u> <input type="checkbox"/> Parkland | | | | | | | |

| | | |
|--|--------------------------|--------------------------|
| 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 | YES |
| | <input type="checkbox"/> | <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 | YES |
| | <input type="checkbox"/> | <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 | YES |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE | | |
| Applicant/sponsor name: <u>Richard Shea</u> Date: _____, 2015 | | |
| Signature: _____ | | |

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

| | No, or small impact may occur | Moderate to large impact may occur |
|--|-------------------------------------|------------------------------------|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Will the proposed action result in a change in the use or intensity of use of land? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Will the proposed action impair the character or quality of the existing community? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Will the proposed action impact existing: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. public / private water supplies? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. public / private wastewater treatment utilities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | No, or small impact may occur | Moderate to large impact may occur |
|---|-------------------------------------|------------------------------------|
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Will the proposed action create a hazard to environmental resources or human health? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

| | |
|---|--|
| <input type="checkbox"/> | Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required. |
| <input checked="" type="checkbox"/> | Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts. |
| Town Board, Town of Phillipstown | , 2015 |
| _____ Name of Lead Agency | _____ Date |
| Richard Shea | Supervisor |
| _____ Print or Type Name of Responsible Officer in Lead Agency | _____ Title of Responsible Officer |
| _____ Signature of Responsible Officer in Lead Agency | _____ Signature of Preparer (if different from Responsible Officer) |

PRINT

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

The Local Law would amend the Town Code by imposing time of operation restrictions on pre-existing wood-fired furnaces by amending Town Code Section 172-5 entitled "Existing wood-fired furnaces".



Putnam County
Department of Planning, Development,
and Public Transportation

www.putnamcountyny.com

841 Fair Street
Carmel, NY 10512

Phone: (845) 878-3480

Fax: (845) 808-1948

SECTION 239 CASE REFERRAL

Case Received: 6-1-15 Report Required: 7-1-15 Completed: 6/22/15

Application Name: Prop. Local Law - "Existing Wood-Fired Furnaces" Referral #: 15-PC-34

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

Referred by: PB: [] ZBA: [] Town Board: [x] 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: [x]

DECISION BY COUNTY:

Approved as Submitted: [x] Modification: [] Disapproved: []

Basis for Decision Other than Approval:

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

rc 1-14/word



June 24, 2015

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

Benjamin M. Wilkinson
Lisa M. Card
Alana R. Bartley
Jessica M. Alesandro

Jennifer L. Schneider
Managing Attorney

*LL.M. in Taxation

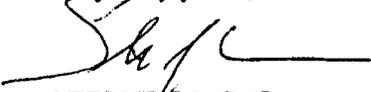
ATTN: RICHARD SHEA
Town Board
Town of Philipstown
238 Main Street - P.O. Box 155
Cold Spring, New York 10516

Re: Draft Local Law To Amend Town Code Section 172-5
Our File No.: 6082-66596

Dear Supervisor Shea and Board Members:

I am writing to provide you with the Planning Board's report and comments on the proposed local to amend Town Code Section 172-5 regarding existing outdoor furnaces. The Planning Board takes no position on the draft local law, but wishes to point out that there are two typographical errors in the draft: (1) in heading of the draft the text erroneously lists the Code Section as "175-5" rather than "172-2"; and (2) in "Section 2" of the draft the text again erroneously lists the Code Section as "175-5" rather than "172-2".

Very truly yours,



STEPHEN J. GABA

SJG/431314
cc: Planning Board

RECEIVED
6/24/15

RESOLUTION #

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

WHEREAS, the Town Board has introduced Local Law No. 2 of the year 2015 entitled a Local Law to amend Town Code Chapter 175 by amending Town Code Section 175-5 "Existing Wood-Fired Furnaces" to impose time of operation restrictions on Pre-Existing Wood-Fired Furnaces; and

WHEREAS, this is an action subject to SEQRA; 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 on July 29, 2015 and heard all persons interested in the subject matter of the same;

NOW, THEREFORE, BE IT RESOLVED, that after considering all of the information presented to it, including the EAF, the Town Board has determined that the adoption of the Local Law No. 2 of the year 2015 will not result in any significant adverse environmental impacts and does hereby adopt the Negative Declaration attached hereto.

RESOLUTION #

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

WHEREAS, the Town Board has considered the adoption of Local Law No. 2 of the year 2015 entitled a Local Law to amend Town Code Chapter 175 by amending Town Code Section 175-5 "Existing Wood-Fired Furnaces" to impose time of operation restrictions on Pre-Existing Wood-Fired Furnaces; and

WHEREAS, following due notice, the Town Board held a public hearing on July 29, 2015 on the proposed local law;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board does hereby adopt Local Law No. 2 of the year 2015 entitled a Local Law to amend Town Code Chapter 175 by amending Town Code Section 175-5 "Existing Wood-Fired Furnaces" to impose time of operation restrictions on Pre-Existing Wood-Fired Furnaces.

.....

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



Application for Filming Permit

Applicant: Possible Productions, Inc

(Name of Company and/or Individual)

25 Washington Avenue, Suite 4400

(Street Address)

Brooklyn, NY 11205

(Locality)

(State)

(Zip)

917.671.4250

(Telephone)

Contact Information

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

Drew Schofer

(Name of Individual)

25 Washington Avenue, Suite 4400

(Street Address)

Brooklyn, NY

(Locality)

11205

(State)

(Zip)

917.671.4250

(Telephone Number)

646.369.4191

(Cell Number)

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

OWNER: (1) Town of Philipstown – Lane Gate Road. (2) Eilzabeth Todd Healy – 501 Lane Gate Road

(Owner of Property)

(1) 845.265.3329

(Telephone Number)

(2) 845.265.2550

(Cell Number)

FILMING FORMAT

Student Public Service, Teaching or Not-for-Profit Agency Advertising Feature Film, TV, or Video
Private Property Public Property

PROJECT NAME: The Affair – Season 2

(Name of Person or Entity Being Filmed)

LOCATION: (1) Lane Gate Road (301/Moffat Road) (2) 501 Lane Gate Road, Cold Spring, NY 10516

(Street Address)

(Locality)

FILMING DATES: Thursday, July 23rd 2015

HOURS: 12PM – 8PM

(APPLICATION CONTINUED)

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

Vehicles: (4) Stakebed Trucks, (4) 15 Passenger vans, (1) Van generator, (10) Personal Vehicles, (1) Picture Car – Truck

Equipment: Jib arm (small camera crane), Dolly track and Camera Dolly, Lighting equipment, Power van, Grip equipment, Props, cable,

Props: (6) picture Cows, (1) picture car – truck, Chairs, 10x10 popup tents

Sets: Lane Gate Road between 301/Moffat Road and 501 Lane Gate Road

Outdoor Lighting: Using Natural light & (4) 10K lights

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

OTHER INFORMATION AS MAY BE REQUIRED BY THE TOWN:

TOWN OF PHILIPSTOWN

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

Tel.: (845)265-3329 Fax: (845)265-3958

Applicant: Possible Productions, Inc 7/21/15
Date

Signed By: ~~25 Washington Ave, Suite 440~~

Title: Location Assistant

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

Elizabeth Todd Realy
Signature of Owner(s)

July 22, 2015
Date

RELEASE AND INDEMNITY OF LIABILITY

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

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

Samuel Adler
Applicant

Signed By: Samuel Adler

Title: Location Assistant

FOR OFFICE USE

FILMING PERMIT

APPROVED

APPROVED WITH SPECIAL CONDITIONS

DENIED

Commencement Date: July 23, 2015

Expiration Date: July 23, 2015

Richard [Signature]
Town Supervisor

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

SPECIAL CONDITIONS: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER Arthur J. Gallagher & Co. Risk Management Services Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., License# 0726293 505 North Brand Blvd, Suite 600 Glendale, CA 91203-3944 Phone: 877-790-8155 Fax: 818-539-1693 Email: CBS_Certificates@ajg.com | | CONTACT NAME: CBS Certificate Processing PHONE (A/C No, Ext): 877-790-8155 FAX (A/C, No): 818-539-1693 E-MAIL ADDRESS: CBS_Certificates@ajg.com | |
| INSURED CBS CORPORATION Showtime Networks/Possible Productions Inc. 176 Grand Street, 4th Floor New York, NY 10013 | | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Property Casualty Company of America 25674 INSURER B: Travelers Insurance Company of Canada INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|--|-----------|----------|-----------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | TC2JGLSA121D6189TIL14 (USA) | 12/31/14 | 12/31/15 | EACH OCCURRENCE \$ 5,000,000 |
| B | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | 234D4683 (Canada) | 12/31/14 | 12/31/15 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | TC2JCAP121D6190TIL14 (USA) | 12/31/14 | 12/31/15 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | |
| | <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Auto Physical Damage | | | TC2JCAP121D6190TIL14 (USA) | 12/31/14 | 12/31/15 | Comp. Deductible \$ 0 Coll. Deductible \$ 0 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is deemed Additional Insured as required by written or verbal contract. Refer to attached General Liability endorsement (CG T8 31) for scope of Additional Insured status. Further, the Certificate Holder is included as a Loss Payee for Auto Physical Damage if required by written or verbal contract. This Additional Insured and/or loss payee status arises solely as respects the filming of the motion picture and/or television production: "THE AFFAIR".

| | |
|--|--|
| CERTIFICATE HOLDER Town of Philipstown 238 Main Street Cold Spring, NY 10516 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry Campbell |
|--|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(INCLUDING PRIMARY/NON-CONTRIBUTORY AND SEPARATION OF INSUREDS PROVISIONS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a verbal contract or agreement or a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b) If, and only to the extent that, the injury or damage is caused by your acts or omissions or "your work" or by your subcontractor in the performance of "your work" to which the verbal contract or agreement or "written contract requiring insurance" applies.

The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. LIMITATIONS

The insurance provided to the additional insured by this endorsement is limited as follows:

- a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". In absence of a "written contract requiring insurance", the limits of insurance available to the additional insured shall be \$1,000,000 for the sum of all damages because of "bodily injury", "property damage" and "personal injury". This endorsement shall not increase the limits of insurance described in Section III - Limits of Insurance.
- b) The insurance provided to the additional insured by this endorsement shall be limited to the more restrictive of:
 - i. The scope of coverage required by contract or agreement; or
 - ii. What is insured by this Coverage Part.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- d) If you have agreed to provide insurance to the additional insured pursuant to a contract or agreement with a third party media production company then the insurance provided to the additional insured shall be limited to liability for "bodily injury", "property damage" or "personal injury" caused by or arising from the specific media being produced on your behalf.

3. PRIMARY/NON-CONTRIBUTORY AMENDMENT TO OTHER INSURANCE CLAUSE

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.

4. CONDITIONS

As a condition of coverage provided to the additional insured by this endorsement:

- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may give rise to a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured, must:
 - i. Immediately record the specifics of the claim or "suit" and the date received;
 - ii. Notify us as soon as practicable; and
 - iii. See to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance simultaneously which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the First Named Insured, this insurance applies:

- a) As if each Named Insured were the only Named Insured; and
- b) Separately to each insured against whom claim is made or "suit" is brought.

6. DEFINITIONS

The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a) After the signing and execution of the contract or agreement by you;
- b) While that part of the contract or agreement is in effect; and
- c) Before the end of the policy period.

WHEREAS, the Town Board had before it a proposal to pave approximately 2,500 linear feet of South Mountain Road Pass, from a point just east of its intersection with NYS Route 9D to a point just east of High Ridge Road, in order to address long-standing roadway erosion problems caused by the road grade and to reduce ongoing maintenance costs and eliminate siltation of adjacent drainage ways, and

WHEREAS, this is an action subject to SEQRA, and

WHEREAS, on July 14, 2015 the Town Board as the sole Involved Agency assumed Lead Agency status,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby adopts this resolution *nunc pro tunc* determining that the adoption of the above proposal to pave a portion of South Mountain Road Pass is an Unlisted Action and adopts the Negative Declaration attached hereto,

2. All other actions in the Town Board resolution adopted on July 14, 2015 remain the same.

Motion made by _____ and seconded by _____,

The vote on the foregoing resolution was as follows:

Nancy Montgomery, Councilwoman, voting _____

John VanTassel, Councilman, voting _____

Robert Flaherty, Councilman, voting _____

Michael Leonard, Councilman, voting _____

Richard Shea, Supervisor, voting _____

SJG/ef/435984
6082-66595.02
7/17/15

Proposed Dissolution Plan

Garrison Fire Protection District of the Town of Philipstown

1. The name of the local government entity to be dissolved is the "Garrison Fire Protection District of the Town of Philipstown" (the "Fire Protection District") which was established by resolution of the Town Board of the Town of Philipstown on June 21, 1965.

2. The territorial boundaries of the Fire Protection District is set forth in Schedule A hereto and is wholly outside of any city or village.

3. The type of local government entity is a fire protection district under Town Law Article 11.

4. The fiscal estimate of the cost of dissolution is minimal, consisting only of the costs for legal, publication and filing fees, if any, attributable to the process of dissolution.

5. There will be no transfer or elimination of public employees in the dissolution of the Fire Protection District.

6. The Fire Protection District has no assets, including but not limited to real and personal property, other than accumulated Length of Service Award Program ("LOSAP") funds which funds will be transferred to the new Garrison Fire District upon its formation.

7. The Fire Protection District has no liabilities and indebtedness, bonded or otherwise other than accumulated and future payments of LOSAP benefits, which liabilities will be transferred to the new Garrison Fire District upon its formation and which Fire District will be fully responsible for sponsoring and administering such LOSAP thereafter.

8. There are no agreements entered into with the Town of Philipstown in order to carry out the dissolution.

9. The manner and means by which the residents of the Fire Protection District will continue to be furnished municipal services following the dissolution of the Fire Protection District is the creation of a new Fire District into the whole of the existing Fire Protection District and upon formation of the Fire District it will provide all the same fire and emergency services currently provided by or through the Fire Protection District.

10. The Fire Protection District's assets consisting solely of accumulated Length of Service Award Program ("LOSAP") funds will be transferred to the new Garrison Fire District upon creation, which Fire District will be fully responsible for sponsoring and administering such LOSAP thereafter. There will be no further asset acquisition, liabilities or indebtedness incurred in 2015.

11. There will be no local laws, ordinances, rules or regulations of the Fire Protection District which shall remain in effect after the effective date of the dissolution or that will remain in effect for a period of time other than as provided in General Municipal Law 789.

12. The proposed dissolution shall take place upon the formation of the Garrison Fire District and the formation of such Fire District is a condition precedent to the within dissolution.

13. The time and place for the public hearing on the proposed dissolution plan shall be made pursuant to General Municipal Law 776.

Dated: July 29, 2015

TOWN BOARD OF THE TOWN OF PHILIPSTOWN

SCHEDULE A

ALL that area in and section of the Town of Philipstown, bounded and described as follows:

BEGINNING at a point in the center line of the present New York-Albany Post Road (U.S. Route 9), where same intersects the Southerly line of the Town of Philipstown and the Northerly line of the County of Westchester;

THENCE running Northerly along the center line of said U.S. Route 9 to a point where same is intersected by the Southwesterly prolongation of the Southeasterly line of property of the Franciscan Friars of Atonement (Graymoor);

THENCE Northeasterly along said prolongation of the Southeasterly line of the Franciscan Friars of Atonement and continuing Northeasterly along the Southeasterly and Southerly line of said Franciscan Friars of Atonement to a point in the center line of Old West Point Road;

THENCE running Easterly along the center line of the Old West Point Road to a point where same intersects the center line of the Old Albany Post Road;

THENCE Northerly along the center line of the Old Albany Post Road to a point where same intersects the Catskill Aqueduct;

THENCE Northerly along the line of the Catskill Aqueduct to a point where said line meets the line of the property of the Franciscan Friars of Atonement;

THENCE continuing Northerly along the line of the land of the Franciscan Friars of Atonement to a point where said line intersects the Easterly line of the lands of the Cattell Realty Corporation;

THENCE Northerly along the Easterly line of said Cattell Realty Corporation to a point where same intersects the Southerly line of property now or formerly of Herman Stapf and George Stapf;

THENCE running Easterly along said Southerly line of Stapf, crossing the Old Albany Post Road and continuing along the Southerly line of land now or formerly of Stapf to a point where said line intersects the Easterly line of the Town of Philipstown and the Westerly line of the Town of Putnam Valley;

THENCE running Northerly along the Westerly boundary of the Town of Putnam Valley and Easterly boundary of the Town of Philipstown to a point where said line intersects the boundary between the Southerly line of Haldane Central School District No. 1 and the Northerly line of the Garrison Union Free School District;

THENCE running Westerly along the Southerly boundary line of the Haldane Central School District No. 1 to a point where said line intersects the center line of the Catskill Aqueduct;

THENCE running Southerly along the center line of the Catskill Aqueduct to a point where said center line intersects the center line of Indian Brook;

THENCE running Westerly and Southerly along the center line of said Indian Brook to the mouth of said Brook;

THENCE running Southwesterly to a Southwest corner of a trestle or bridge of the New York Central Railroad;

THENCE running West to the East bank of the Hudson River;

THENCE running Southerly along the East bank of the Hudson River to the Northerly line of the County of Westchester and the Southerly line of the Town of Philipstown;

THENCE running Easterly along the boundary of the Northerly line of Westchester County and the Southerly line of the Town of Philipstown to the center line of the New York Albany Post Road (U.S. Route 9) the point and place of BEGINNING.

Descriptive Summary-Proposed Dissolution Plan

Garrison Fire Protection District of the Town of Philipstown

The Town of Philipstown is considering the proposed dissolution of the Garrison Fire Protection District of the Town of Philipstown, established for the taxation and funding of fire protection contract within the Garrison Fire Protection District of the Town of Philipstown.

The proposed dissolution would take place upon the formation of the Garrison Fire District and the formation of such Fire District is a condition precedent to the dissolution of the Garrison Fire Protection District of the Town of Philipstown.

There is no expected fiscal expense to the dissolution other than the associated legal, publication and filing fees, if any.

The Proposed Dissolution Plan addresses each of the requirements of General Municipal Law section 774 and may be examined in full at the Office of the Town Clerk, Town of Philipstown Town Hall, 238 Main Street, Cold Spring, New York 10516 during normal business hours, in addition to being posted on the Town of Philipstown website: www.philipstown.com

Dated: July 29, 2015

TOWN BOARD
OF THE TOWN OF PHILIPSTOWN

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Philipstown, New York will meet at the August 19, 2015 at 7:00 p.m. at the Philipstown Town Hall 238 Main Street in the Town of Philipstown for the purpose of considering the establishment of a fire district upon the dissolution of the Garrison Fire Protection District of the Town of Philipstown with such proposed district being described as ALL that area in and section of the Town of Philipstown, bounded and described as follows: BEGINNING at a point in the center line of the present New York-Albany Post Road (U.S. Route 9), where same intersects the Southerly line of the Town of Philipstown and the Northerly line of the County of Westchester; THENCE running Northerly along the center line of said U.S. Route 9 to a point where same is intersected by the Southwesterly prolongation of the Southeasterly line of property of the Franciscan Friars of Atonement (Graymoor); THENCE Northeasterly along said prolongation of the Southeasterly line of the Franciscan Friars of Atonement and continuing Northeasterly along the Southeasterly and Southerly line of said Franciscan Friars of Atonement to a point in the center line of Old West Point Road; THENCE running Easterly along the center line of the Old West Point Road to a point where same intersects the center line of the Old Albany Post Road; THENCE Northerly along the center line of the Old Albany Post Road to a point where same intersects the Catskill Aqueduct; THENCE Northerly along the line of the Catskill Aqueduct to a point where said line meets the line of the property of the Franciscan Friars of Atonement; THENCE continuing Northerly along the line of the land of the Franciscan Friars of Atonement to a point where said line intersects the Easterly line of the lands of the Cattell Realty Corporation; THENCE Northerly along the Easterly line of said Cattell Realty Corporation to a point where same intersects the Southerly line of property now or formerly of Herman Stapf and George Stapf; THENCE running Easterly along said Southerly line of Stapf, crossing the Old Albany Post Road and continuing along the Southerly line of land now or formerly of Stapf to a point where said line intersects the Easterly line of the Town of Philipstown and the Westerly line of the Town of Putnam Valley; THENCE running Northerly along the Westerly boundary of the Town of Putnam Valley and Easterly boundary of the

Town of Philipstown to a point where said line intersects the boundary between the Southerly line of Haldane Central School District No. 1 and the Northerly line of the Garrison Union Free School District; THENCE running Westerly along the Southerly boundary line of the Haldane Central School District No. 1 to a point where said line intersects the center line of the Catskill Aqueduct; THENCE running Southerly along the center line of the Catskill Aqueduct to a point where said center line intersects the center line of Indian Brook; THENCE running Westerly and Southerly along the center line of said Indian Brook to the mouth of said Brook; THENCE running Southwesterly to a Southwest corner of a trestle or bridge of the New York Central Railroad; THENCE running West to the East bank of the Hudson River; THENCE running Southerly along the East bank of the Hudson River to the Northerly line of the County of Westchester and the Southerly line of the Town of Philipstown; THENCE running Easterly along the boundary of the Northerly line of Westchester County and the Southerly line of the Town of Philipstown to the center line of the New York Albany Post Road (U.S. Route 9) the point and place of BEGINNING. That the estimated rate per thousand of dollars of assessed valuation, based on the aggregate assessed valuation of taxable real of the proposed district shown in the latest completed final assessment roll, projected to be assessed, levied and collected for purposes of the proposed district for the first fiscal year of its operation is \$2.148415 which rate was computed by dividing the anticipated levy by the 2015 assessed taxable valuation of the proposed district. Upon establishment of the proposed fire district, the proposed fire district will become the sponsor of the current town-sponsored service award program pursuant to section two hundred sixteen-b of the General Municipal Law, the estimated annual cost of which is \$73,078.84. The Town Board of the Town of Philipstown will consider such proposal and hear all persons interested in the same at such time and place.

DATED: Philipstown, New York
July 29, 2015

By Order of the Town Board of the
Town of Philipstown, New York
Tina M. Merando, Town Clerk