

Town Board Monthly Meeting

October 6, 2022 7:30 pm

**Philipstown Town Hall
238 Main Street, Cold Spring, NY**

PHILIPSTOWN DEPOT THEATER MEETING

SALUTE TO THE FLAG

APPROVAL OF MINUTES

- **Monthly Meeting – September 8, 2022**

COMMITTEE REPORTS

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

AGENDA

- 1. Resolution accepting the resignation of D.J. Baker from the Philipstown Conservation Board effective immediately.**
- 2. Resolution appointing Tony Bardes to the Philipstown Conservation Board to fill the vacancy left by Krystal Ford.**
- 3. Resolution appointing Madeleine Rae to the Philipstown Conservation Board to fill the vacancy left by D.J. Baker.**
- 4. Resolution approving the purchase of an Intimidator 15XP – (15” Drum Style) Brush Bandit for the Philipstown Highway Department in the amount of \$68341.60 and authorizes Supervisor Van Tassel to sign said rental agreement.**
- 5. Resolution accepting the bid of Intercounty Paving Co., and awarding the contract on the project to Intercounty Paving Co., and authorizing Supervisor Van Tassel to execute all documents necessary to enter and execute the said contract. (Roll Call Vote)**
- 6. Resolution authorizing the Supervisor to sign the Payment Processing Services Statement of Work associated with the collection of Tax Payments between the Town of Philipstown and Value Payment Systems LLC.**

- 7. Resolution introducing a Proposed Local Law to Change the Zoning Designation of certain Real Property from “Industrial Manufacturing” (“M”) to “Rural Residential” (“RR”) and scheduling the public hearing. (Roll Call Vote)**
- 8. Resolution authorizing the purchase of a new Town Hall, Town of Philipstown sign for the front of the building from Signs Ink in the amount of \$2,350.00.**
- 9. Review of Hudson highlands Reserve – Application for Approval of Alternate Road Standards.**
- 10. Discussion regarding the proposed flag policies.**
- 11. Discussion - Draft Site Agreement for an Intermunicipal partnership with the Village of Cold Spring and quotes for the installation of Electric Vehicle Charging Stations in the Village.**
- 12. Discussion – ARPA funded community needs assessment.**
- 13. Update on Philipstown Trails Committee – Councilman Angell.**
- 14. Schedule Budget Meetings**
 - October 19, 2022 – Workshop – CV Fire, CS Fire, GVAC, PVAC**
 - October 26, 2022 – Workshop – Recreation, Highway**
 - November 9, 2022 – Public Hearings – CV Park, CV Water, General**
 - November 16, 2022 – Final Budget Adoption**
- 15. Schedule Workshops/Meetings.**
 - Regular Monthly Meeting – November 3, 2022**
 - Workshop Request – HHLT & Philipstown Conservation Preservation Plan 10/12, 10/19 or 10/26**
 - Workshop Request – Comprehensive Plan Committee – 10/12 or 10/26**
- 16. Code Enforcement Monthly Report**
- 17. Any other business that may come before the Town Board.**

AUDIENCE

VACANCIES:

Conservation Board - 1

APPROVAL OF VOUCHERS

General Highway CVPD CVWD

ADJOURNMENT

MEMORANDUM TO THE PHILIPSTOWN TOWN BOARD
Re: PHILIPSTOWN DEPOT THEATRE INC. ("PDT")
October 6, 2022

Special Meeting

Under PDT's By-laws, at a special meeting the Members of the corporation (the Town Board plus one member of the Recreation Commission, currently Claudio Marzollo, and one appointee from the PDT Directors, currently Steve Ives) may elect new members to the Board of Directors.

The PDT Board has nominated the following individual:

Karen Kapoor - 15 Fishkill Ave. Cold Spring

AGENDA

(Supervisor Van Tassel Presiding):

1. Call to Order
2. Ascertain presence of a quorum (at least 4 of the 7 Members)
3. Nominations for directors

Resolution:

RESOLVED, that the following individual be elected director of the corporation in the class of 2023.

Karen Kapoor - 15 Fishkill Ave. Cold Spring

VOTE

4. Adjourn

Karen Kapoor
15 Fishkill Avenue, Cold Spring

Karen Kapoor is an AMI (Association Montessori Internationale) trained and certified pre-school Montessori teacher. Over the last 20 years, she has had the privilege to teach in Montessori schools around the world (Bombay, Montreal, Charlottesville, Richmond and New York.)

Before her Montessori training, she completed her undergraduate studies with a major in psychology from St Xavier's College, (Bombay University) and a Diploma in French from the Alliance Francaise de Mumbai.

She took a break from classrooms to raise her kids and she believes that those years were her most full-filling as a teaching & learning experience.

Karen has served on several volunteer boards in the community including: Friends of the Cold Spring Tots Park, Haldane PTA, Haldane School Foundation, Philipstown Scout Troop 437 and the Little Stony Point Citizens Association.

Karen was also the youth coordinator at the Philipstown Depot Theater and has assisted with many youth productions and summer camps.

Besides having a lifelong passion for teaching, music and theater, Karen is also an avid hiker and leads a local hiking group in the Hudson Valley.

Karen has called the village of Cold Spring home where she has lived with her husband and two teenagers for the last 17 years.

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

PRESENT:	John Van Tassel	Supervisor
	Robert Flaherty	Councilman
	Megan Cotter	Councilwoman
	Jason Angell	Councilman
	Judith Farrell	Councilwoman

APPROVAL OF MINUTES

Minutes of the Regular Monthly meeting of August 4, 2022.

Councilman Flaherty made a motion, seconded by Councilwoman Cotter, that the Minutes of the Regular Monthly meeting are hereby approved as presented.

COMMITTEE REPORTS

CONSERVATION BOARD – Councilman Angell reported the board did not meet in August.

The next Conservation Board meeting will take place September 13.

RECREATION – Councilwoman Farrell reported there was no August meeting. The Councilwoman reported that the summer camp program has ended and was a success. She stated the new Interim Director started and there has been a smooth transition.

PHILIPSTOWN HUB – Councilwoman Farrell reported that she attended the recent overdose awareness ceremony. The Hub hosted a 5k run on Community Day that many Town Board members participated in. Councilwoman Farrell stated she met with the new Director who provided a report. She stated they are planning to meet with other groups in the community.

PLANNING BOARD - Councilman Flaherty reported the Planning Board did not meet in August.

The next Planning Board meeting will take place September 15.

ZONING BOARD – Councilwoman Cotter reported the board did not meet in August.

The next Zoning Board meeting will take place September 12.

HIGHWAY – Councilman Flaherty read the report submitted by Adam Hotaling, Highway Superintendent which is on file in the Town Clerks Office.

BUILDING & LAND ACQUISITION – Supervisor Van Tassel reported that the Highway Garage project is nearing the end and the expected move in date is still the end of September. He reported NYS will be paving 9d from Manitou Station Road to the Bear Mountain Bridge beginning the week of September 12th.

Councilman Flaherty reported that the light on Route 9 where construction is taking place has been removed and the road is back to 2 lanes.

CEMETERY COMMITTEE – Councilwoman Cotter reported the cemetery committee has not met. They will be placing flags in the cemeteries for Veterans Day in November.

PC LEGISLATOR – Legislator Montgomery reported that she checked with the county's comptroller today and is still waiting to hear what the status is with the ARPA and Share the Growth initiatives. She stated the law department is preparing the intermunicipal agreement and once it is executed that will allow for the disbursement of the funds. She stated that the IMA indicates that the funds will be dispersed on a reimbursement basis and questioned if the board was aware of this. The Supervisor stated he was not. The Legislator apologized for the process. She stated she is a bit nervous as it is going to be the end of the year and there will be a new administration although her assumption is that because there are already resolutions in place and agreements that were made, they still have to come through with the funding. Supervisor Van Tassel stated he has been asked to meet with the perspective new administration at the end of September and that will be the topic of his discussion with them. He stated he did have a teleconference with the current County Executive and she has stated that it is pretty much set in stone because it has been through the legislature and her office.

Legislator Montgomery reported that the county passed a resolution Tuesday night to send a resolution to ask the governor to veto protections for Class C streams, which she opposed.

The Legislator reported there is a great Putnam County Health Department summit coming up next week that she is excited about attending. She will also be attending the NYSEC conference in Buffalo as well and hopefully come back with some good ideas.

Audience member Nat Prentice stated there seem to be an awful lot of people leaving their positions at the county and asked if that is in anticipation of the new administration. He also questioned if that is just one or two people or if it is a widespread phenomenon. Legislator Montgomery responded that it is unknown and that she is not informed of any department head departures; she is not informed until there is something to be addressed. She stated the head of the Planning Department, head of Soil & Water, Climate Smart Coordinator have and Sheriff's Captain apparently left last week.

Councilwoman Farrell questioned if the Philipstown Senior Resource position had been filled. Legislator Montgomery explained that the community liaison had come and met with the board. Supervisor Van Tassel explained that they were assured that it was being covered by other employees.

**TOWN OF PHILIPSTOWN
MONTHLY REPORT OF TOWN SUPERVISOR
MONIES RECEIVED AS OF SEPTEMBER 8, 2022**

GENERAL & PART-TOWN FUNDS

Justice Fees 5/22
Justice Fees 6/22
Justice Fees 6/22
TC Fees 6/22
TC Fees Dogs 6/22
Rec. Fees 5/22
Justice Fees 7/22
Rec. Fees
Ampion

HIGHWAY

NYS Fema
PC Gas
Gen Gas
PC Gas
PC Gas
Fema (ida)
Gen Gas

CONTINENTAL VILLAGE WATER DISTRICT

Clubhouse Fees

CONTINENTAL VILLAGE PARK DISTRICT

AGENDA

1. Richard O'Rourke to present the Hudson Highlands Reserve petition for a Zoning Change.

Richard O'Rourke, attorney with the firm Keane & Beane, thanked the Town Board for allowing them to make this presentation regarding the pending zoning change petition. He stated he has been serving as counsel for the past 7 years to Ulysses Liceaga, the architect and part owner on this project. He stated they have also been working with Glenn Watson whom he believes everyone here knows. He stated they are here this evening for the purpose of discussing a zoning change petition but before that he thought it would be best if he encapsulates what they have been doing for the last 7-8 years so the board has a better understanding of the foundation and background that predates their arrival here this evening.

Mr. O'Rourke explained that the Planning Board has done an exhaustive and comprehensive environmental review. They culminated their review pursuant to the State Environmental Quality Review Act by virtue of the adoption and approval of a statement of findings. That was approved by a vote of six to one. That review was finished back in June and they are obviously still going before the Planning Board some more for subdivision and site plan approval but a component to the whole application is this petition for a zoning change of 11.4 acres.

He explained, what the Planning Board did is they found that first of all, all the requirements of SEQRA have been met. They found that, consistent with the social, economic and other essential considerations from among the reasonable alternatives available, the proposed subdivision, as it was modified, it minimizes or avoids significant adverse environmental impacts to the maximum extent practicable. They also found that consistent with the social, economic and other essential considerations to the maximum extent practicable, significant adverse environmental impacts identified in the Environmental Impact Statement will be minimized to the maximum extent practicable or avoided by incorporating as to conditions to the decision, the mitigation measures that have been identified as part of the Final Environmental Impact Statement review.

Regarding the zoning petition, Mr. O'Rourke explained that the application involved 207.9 acres. 194.5 acres are currently designated in the rural residential zoning district. There are 2.3 acres that are in the highway commercial district and there are 11.1 acres that are in the industrial manufacturing, or the M, district. The petition seeks to amend the zoning map to change the 11.1 acres that are zoned manufacturing to be zoned in the rural residential district. Mr. O'Rourke explained, their point with this is that the zoning of it as industrial manufacturing, given its present location, is totally inconsistent and has no rational basis to continue in that use. He continued, his reasoning for stating this is that the code of the town states that the M district is to allow industrial and related uses that are not compatible with most commercial, office or residential uses and they should be located in isolated and well buffered areas. This is sandwiched and right next to this subdivision; the property zoned M is not isolated, buffered, or consistent with the Comprehensive Plan. He pointed out that one of the things stated in the Comprehensive Plan that was adopted in November 2021 is that the zoning code should be

updated to ensure that it is consistent with the goals of the plan. Mr. O'Rourke believes that if you take a look at the uses that are permitted in the M zone, you will see why they are totally incompatible with residential and office. Those permitted uses include adult entertainment and suggested the town does not want to have that next to a residential subdivision. The uses also include a kennel, light industry, soil mining, veterinary hospital, warehouse and wholesale business. He stated his team's purpose is to suggest that the zone is incompatible with both the Comprehensive Plan and with what is in the surrounding area. He asked Glenn Watson to present next.

Using an enlarge map that he displayed to the board, Glenn Watson pointed out the entire 210-acre subdivision. He explained that the access today is at the dead end of Horton Road as well as a driveway that comes up from East Mountain Road. He stated they have presented plans over the course of 7 or 8 years that this has been going on to use both of those access ways into the property. It was met with neighborhood resistance and serious concern from the highway department in terms of the roads and it was determined by the Planning Board that those access points were inadequate and the town couldn't service it. After communication back and forth with the state they have found a good space on the Route 9 frontage to come into the property. For those who have been around long enough, it's the old Pemcorp building that burned down a number of years ago. He stated that the property owners actually purchased that building to be able to move the roadway further away from Clove Brook.

Mr. Watson stated that over the years there have been several changes and reductions to this plan. He pointed out the area of concern on the map. He pointed out where Clove Brook comes across the road under Route 9, right where the bridge is being repaired. He pulled up a different map and Mr. O'Rourke handed out copies of the same to the board members. He stated the map shows route 9 coming up in front of the property and pointed out a pink rectangle, which is the M zone. He requested that as the board is considering this petition, the next time anyone drives up and goes over that bridge that's being repaired, see if you can get a glimpse of this slope against Clove Creek; it's very steep and a practical impossibility to use that area for manufacturing. He explained that it's 11.1 acres and it's a five-acre zone so this in theory is two sites. That is the area they are requesting to be changed to rural residential.

Supervisor Van Tassel stated that to him it seems like a logical change in the zoning of the land. He stated there was going to be a soil mine there and he recalls sitting through hours and hours of zoning hearings back and forth and then the applicant pulled their permit at the last minute and never got Zoning Board approval to actually utilize the soil mine and now Mr. Liceaga and his team have purchased it. The Supervisor opined that this could have very well been a soil mine with a lot of dirt moving out of there, so he believes that this makes sense as we would not want manufacturing or anything along those lines in that area.

Councilwoman Farrell questioned if they have any idea as to what would be developed there, if anything. Mr. Watson explained that the roadway will go just through the northerly corner of it but stay well away from Clove Creek in that bank.

Councilman Angell asked if the current access road to the housing development is being planned for that M zone. Mr. Watson stated he is correct; the roadway comes in on the green on this map, comes up and across just behind the green part, but nothing is planned southwest of the green block. The rest would be undeveloped besides that. The Councilman questioned if the road can be built with it still being M zoning. Mr. Watson stated it can. Councilman Angell suggested that it seems that the industrial zoning doesn't make sense there but that 11.1 acres is currently owned and controlled by the Horton Road group and this group would never want to put adult entertainment or any of those industrial uses on that site, so there is not a real danger of something like that happening. He suggested that the reason this change is valuable is because the way the conservation subdivision is set up, that 11.1 acres being added to the parcel would allow for the building of 2 additional home sites and so without it you would not have those 2 additional home sites. Mr. Watson reported that he is correct. Councilman Angell added that if it were left the M zone, it just means the housing development would be 2 houses smaller which may help address some of the resident concerns about additional traffic.

Richard O'Rourke stated the Councilman is correct in what he is saying that yes, there would be an allowance of 2 additional homes. However, the important point is that they are setting aside 78% of the land as permanent open space. This is, notwithstanding what some people might say nimbyism. The point is that one, this is a conservation subdivision, number two, the property as presently zoned is totally inconsistent with the town's Comprehensive Plan. He added, if rezoned, it will become part of rural residential in perpetuity. The net result of this is that there would be two more homes. However, based upon that comprehensive analysis that he just talked about, obviously when you're setting aside 80% of the land and all of the mitigation measures that they're incorporating, from their perspective, this makes good planning, is consistent with the Comprehensive Plan and is totally supportable.

Councilman Angell countered that that is the point of the conservation subdivision; that in a rural residential zone that would not allow that amount of density in return for the fact that this land is being preserved and conserved, that density bonus has increased.

Councilman Flaherty stated this project has been in front of the Planning Board since he has been on the Town Board, close to seven years now. He has attended the majority of those meetings and this change makes absolute sense both Comprehensive Plan-wise. He also stated their team has given up a lot of concessions to get to this point and it is the right thing to do.

The Supervisor stated he had discussed this with counsel prior to the meeting and he suggested to allow the board to digest this over the next few weeks and readdress the issue next month. He asked Steve Gaba what the process would be from there.

Steve Gaba explained that the Town Board has no legal obligation to entertain petitions for zoning changes. If the board, in its discretion, is inclined to entertain it, the next step would be to direct that a local law to implement the requested zoning change be prepared. There would be a resolution introducing that and setting a public hearing on it. It has been pointed out that the SEQRA process is over. He thinks we need a General Municipal Law 239m referral to the

Putnam County Planning Board but other than that, it would be a matter of holding a public hearing and then deciding whether to adopt the local law for the zoning change or not.

The board decided to have Steve Gaba prepare the resolution for consideration at next month's meeting.

Councilman Flaherty questioned if the HOA will be the holder of the conservation easement. Richard O'Rourke stated that is incorrect. The conservation easement could be held by the town or a separate entity. The HOA does not hold the easement. Mr. O'Rourke stated there will be a HOA with this which will own the land, but a third party that has the enforcement authority will hold the easement. Legislator questioned if it has yet been determined who that third party will be. Mr. O'Rourke stated they have had discussions with several entities and they are ongoing but one has not been determined as of yet. He added that the organization has to be one that is recognized under the environmental conservation law.

Mr. O'Rourke explained that he likens this development to Usonia in Westchester County, which was a protégé of Frank Lloyd Wright. He stated that Mr. Liceaga's vision for what this is going to be will not be a detriment to the community.

Supervisor Van Tassel stated that Mr. Gaba will prepare the appropriate documents for consideration at next month's meeting.

Mr. Watson noted that there is also a 30-day referral to the Planning Board.

2. Resolution appointing Martha Upton as Climate Smart Coordinator at a compensation not to exceed that set forth in the 2022 Budget.

RESOLUTION #113-2022

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

RESOLVED, that the Town Board hereby appoints Martha Upton as the Philipstown Climate Smart Coordinator.

Martha Upton thanked the board and stated she is looking forward to working with them as well as the task force.

Councilman Angell reported that Ms. Upton has been volunteering on the Climate Smart Task Force for many years and is also the conservation co-chair of the Sierra Club lower Hudson Group and member of the Energy Elective Legislative Committee of the Sierra Club.

3. Resolution authorizing the Philipstown Justice Court to apply for a JCAP grant in the 2022-2023 grant cycle for up to \$30,000.00.

RESOLUTION #114-2022

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

RESOLVED, that the Town Board of the Town of Philipstown hereby authorizes the Philipstown Justice Court to apply for a JCAP grant in the 2022-2023 grant cycle for up to \$30,000.00.

4. Resolution appointing Cecilia Rohrs as part time Justice Clerk effective August 22, 2022 at a compensation not to exceed that set forth in the 2022 Budget.

RESOLUTION #115-2022

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

RESOLVED, that the Town Board hereby appoints Cecilia Rohrs as part time Justice Clerk effective August 22, 2022 at a compensation not to exceed that set forth in the 2022 Budget.

5. Food Scrap Recycling Program Update – Karen Ertl.

Karen Ertl stated they are halfway through the pilot program. She reminded everyone that she is only part of the advisory committee along with Erik Brown and Councilman Angell and Councilwoman Farrell. She thanked Councilman Flaherty for coordinating with the Recycling Center and offering help when needed. She stated they recently developed a newsletter to get more info about the program out into the community. She reminded everyone that the goal is very minimal. There are a lot of people doing a lot of things in this town and the goal here is to just get that food that would otherwise be going to a landfill, that's the objective.

Ms. Ertl reported that since the beginning on May 16th they have had press releases, flyers, social media pages, and been conducting presentations with a lot of other local towns. A webinar was also held at the Desmond Fish Library. She stated they have garnered support from Sustainable Putnam on the far side of the county.

Karen Ertl explained that to date we are collecting about 4–65-gallon totes of food every week which comes out to approximately 540 pounds of food a week and about 2160 pounds a month. If this continued for a year, it would be almost 26,000 pounds of food which is about 12.96 tons of food that we would divert out of a landfill.

Over the next 4 months the plan is to explore other in-person registration options and hopefully place some info in the local papers. We are exploring the feasibility of placing a classified as well. She stated they plan on contacting school administrators and the PTA to explain the pilot and explore the possibilities with them.

Ms. Ertl stated the one thing she hears repeatedly is the request from participants for another drop-off day. Councilwoman Farrell stated she has received requests for another drop-off site as well.

Supervisor Van Tassel thanked Ms. Ertl for all her work on this. He stated registration is at 144 currently and the pilot allotted for 200. He stated he has heard the request for a second drop-off location and the village seems like it would be a great place to start. Ms. Ertl stated that since this is still a pilot program, she would suggest sticking to one location for the time being. She stated that before now, the town has never really been involved in garbage. People have contracted with private companies who carry their garbage away and whatnot. It's the towns decision whether or not you want to get more involved because if you open a second site, there are DEC regulations that it either would have to be a village site or a town site. If it's the towns site, you have to have the manpower, etc. She suggested people have patience for the remaining four months of the pilot and then go from there. Ms. Ertl stated she has heard of totes with magnetic lids being used in other municipalities and would like to research them more as they may be an option if the program continues.

Councilwoman Cotter questioned, if the pilot is successful and they get the numbers they are seeking, who is paying for all of this? Ms. Ertl responded that right now it's basically a free program because it's covered by NYSERDA but depending upon the plan, you would have to explore financing it. There are state options for reimbursement. She suggested that sooner or later the town has to decide if this is worth it to make the commitment to it. Councilman Flaherty reported the biggest expense is the pickup, everything else is pretty self-sufficient. He suggested the possibility of volunteers where in areas that a lot of people are participating, people can come together and take turns dropping off to the recycling center.

Erik Brown stated that Scarsdale has worked incredibly hard with them to get this pilot off the ground and they have been really generous in terms of sharing information. Scarsdale was adamant, and we agreed with them, that the effort should not necessarily be a profit generating one. When someone comes to buy a kit, it is conveyed that the town is not making any money off of this, one is signing up to buy because they think it is important. He stated the cost of the program is in the carting and when you look at that cost per month then you can look at what that total would be for a year and compare it to the slice of the budget compared to other expenditures.

Councilman Angell reported that the hard cops is \$460 a month for the pickup, which would be that hard cost to the town. The board would have to decide if that is worthwhile for the public benefit. He opined that it is.

Karen Ertl reported that the recommendation of the advisory committee is that they would like the town to continue to support the program. She suggested further discussions to explore the possible next steps.

6. Discussion on flag policy.

Supervisor Van Tassel reported that this has been on the agenda for several months now but was tabled last month in Councilwoman Farrell's absence. He offered his opinion that the flagpole at Town Hall should only display the American Flag and the POW flag. He reiterated his previous

statements that he has no opposition to any group that has requested space on the flagpole but feels that if we allow other flags to fly other than the American Flag or the POW flag, it will be an endless chain of requests and work and there are more important things that need to be addressed. He does not want to come to the meeting every month and spend time debating what flag should or should not be flown.

Councilwoman Farrell thanked the supervisor for deferring this conversation until she was present to participate. Regarding what other municipalities across the country are doing, she stated she has sent that research to the board and town counsel Steve Gaba. It is her belief that we could adopt a policy that is inclusive and that others have adopted that only allow flags that are recognized by the Federal and State governments. She stated that this all came about when a resident of Philipstown came to the Town Board and requested that the pride flag be flown, which he also offered to donate. The board did agree to that request and the flag was flown for the month of June, on a separate pole that was donated by Councilman Flaherty. She added that she is not aware of any objections to flying that flag, which is recognized by both Federal and State government, as well as internationally. She suggested the board could work together to come up with a more inclusive policy. She also added that she has not seen a flood of requests for other flags. Councilwoman Farrell gave her support for a more inclusive policy.

Councilwoman Cotter stated that she does not believe anyone is afraid of expanding that policy but she has to agree with the Supervisor. The American flag represents all inclusiveness and for Councilwoman Farrell to say that people are afraid of other flags is not a proper statement to make. Councilwoman Cotter stated the American Flag is representative of all Americans. She suggested there are bigger issues to be discussing and that need to be addressed and to have this flag policy issue on the agenda every month is taking away from much more important issues.

Supervisor Van Tassel clarified that he is not afraid of the requests but more so the work and discussions that would be associated with these requests, taking time away from more important issues.

Councilwoman Farrell argued that the board members are leaders and the community looks up to them as role models.

Councilman Flaherty suggested there should be more discussion on the topic. He suggested there be public input as well. However, he does not want to be entertaining requests every single month and debating this at every meeting. He suggested a policy that allows requests in January, for the entire year, and deal with it at the very beginning of each year.

Supervisor Van Tassel suggested that this could open up some very uncomfortable moments in this room that he would rather avoid. Again, his main concern is the amount of work these requests could generate. He stated he has been on this board going on 13 years and he can see this being a huge, controversial workload that he is not looking to accept. He believes this issue is very simple: the American Flag and the POW flag. If we want to add the state or county flag,

and if Philipstown had a flag, that would be fine too but beyond that we are opening a can of worms that we are going to regret.

Steve Gaba thanked Councilwoman Farrell for sending over the documents, which he has read over, but stated it's a bit of an oversimplification. Basically, the board has 3 options. Option one is that you have what he cautioned the board about when this first came up, an open forum for flags or signs or whatever at the Town Hall which means that on request you put up whatever it is that's been requested. If that policy is adopted, your ability to say no to flying flags will be very circumscribed. Option two is that you adopt a policy that says you are only going to fly the American Flag and the POW flag and you are not going to allow private flags at all. Option three is what Councilwoman Farrell presented to him from other municipalities. There is a line of cases that discusses what is called government speech. When a municipality, or any government branch, decides that it wishes to communicate something to the public, as long as it makes that determination on its own and doesn't make the forum open to other speakers, like the website for example, you have control over what goes on there. So, if you adopt a policy that the town board and the town board alone will decide what flags you can fly, you can as these other municipalities have, limit it to flags you decide on. If you follow that policy, you cannot take input from the public as to what it is you're going to fly because if you start doing that, you're down the road to having an open forum again. He continued, that isn't to say that people can't suggest things to you, but you're not granting their requests, the board on its own must make a determination. He suggested it would be best, as Councilman Flaherty mentioned, that at the beginning of the year you concoct a list of the flags to be flown and state that these will be the flags flown because the board says so and not because anybody has suggested them. Mr. Gaba stated if you want to follow that third policy, you could have more inclusive flying of flags and not open yourself up to the possibility of being bombarded with requests.

Supervisor Van Tassel stated this is the third month that the board is discussing this issue, actually probably more than that.

Councilman Angell stated that he has not commented on the matter yet because it is kind of a tricky issue that he sees both sides of. When the board decided to fly the pride flag, Supervisor Van Tassel made it known that he wishes to only fly the American flag and the POW flag on the official flagpole. As a result, a decision was made to create a secondary pole, a community flagpole basically. The Councilman stated he has been going back and forth in his head. He has had concerns before, in the current climate we're living in of kind of cultural political conflict that it could open up a can of worms, but at the same time kind of balancing that, he has felt that it's a democracy and a community needs to decide what issues it stands for and wants to support. He feels those conversations should be had more in public as a way of trying to determine what majorities of community member support. We have this issue of a community flag that we've created. He suggested creating a system where someone has to make a formal request at a public board meeting and as a result of that request there has to be a public hearing where people can express their opinion in favor or against it and then at the following board meeting the town board can decide whether that flag would be flown.

Steve Gaba responded by stating that none of the materials Councilwoman Farrell provided do anything like that. He stated that if the board decides that as government speech, that is to say as the board's own volition, it wants to fly a flag or a bunch of flags, it can absolutely do that. If you do that, that's fine, you're not accepting suggestions or requests from the public, you've made a decision, these are the flags that will be flown, or category of flags and that's it.

Councilman Angell questioned if they would be allowed to accept comments from the public. Steve Gaba explained the issue with that is if you get to a point where it isn't just making suggestions, it's taking requests, you can turn what you don't intend to be a public forum into a public forum, even if you don't say you're doing it. The more public input that you have, the more hearings, the closer you come to turning it into a public forum and if you enter into a public forum, it's fine, just say it's a public forum and come one, come all, you fly whatever is requested. Councilman Angell questioned if that can be limited based on the nationally recognized observances. Mr. Gaba stated what Councilwoman Farrell presented is government speech; everything provided said the board were deciding what flags to fly and that the constituents don't have a right to suggest or request anything as far as that goes, the board prescribes the list. That isn't to say that somebody can't make a suggestion, but it's not binding, there is no process for it. Mr. Gaba continued, in deciding what flags to fly, the more you take public comment and suggestions, the more you make it look like it's not your decision and you're turning it into a public forum and if you turn it into a public forum, you cannot pick and choose whose flags you fly. Supervisor Van Tassel asked if the process of the board choosing would be a public process.

Supervisor Van Tassel stated the other side of this is that this is a public building; it's a municipal building and nobody should have to walk in here and feel offended by any flag that's flown out there. What offends one person may not offend another and vice versa. He suggested the town does not need to be making decisions on what offends who in this community. This is everybody's building and nobody should feel offended because they are walking in here to see the Assessor and they have to walk by something that offends them. The Supervisor opened the floor to anyone in attendance who might want to comment on the matter.

Richard Butensky stated he has no problem with any of the flags that have been proposed to be flown. He stated he thinks it would be great if everyone in town flew the Pride flag but added that he is in agreement with the Supervisor. He suggested that even government recognized flags could be a problem and offered the following example. Let's say God forbid there was another tragedy like 9/11 that happens in Israel and we feel solidarity with them and we want to fly the Israeli flag. Then something terrible happens in the Palestinian territories and we feel solidarity with them too and want to fly that flag. What then? He questioned, why should people have to walk through those doors to do their town business and possibly be offended. People feel differently about things. This board spends a lot of time working hard on really important issues and he personally would like to see the board focusing on those rather than entertaining an onslaught of flag requests. He suggested if someone wants to fly a flag, fly it at their house. He stated a lot of time has already been spent on this issue and it should be spent on more important matters.

Councilman Flaherty thanked Mr. Butensky for his input and stated this input is exactly what he was looking for.

Greg McGarva stated this can be a very emotional as well as a divisive issue. Sometimes what some people perceive as inclusive can be seen as divisive by others. In that context, and with compassion to all the work Councilwoman Farrell has done, he believes that this body does not have the time to legislate all of that and then take the responsibility for the fallout once it's legislated. He suggested that if the board can come up with a short, well-defined list of flags that you put up on a small pole and rotate regularly and that's codified somehow so it's not up for debate, it might work. Anything short of that or anything more than that may potentially generate visceral debate. The board has many other things to do than have to try and legislate or manage this issue. While certainly people have the right to have that debate, he reminded the board that their core business here is managing the town and he is unsure that this falls under their purview, to have to get so involved with this particular visceral issue. He reminded everyone that what can be perceived as inclusive for some can be perceived as divisive for others.

Supervisor Van Tassel stated that at some point a decision needs to be made. He asked Steve Gaba to draft a couple different proposals to consider at next month's meeting and be done with this issue.

Legislator Montgomery stated it is obvious that people are very passionate about this and was hoping for the decision on a policy this evening. She stated she can't stop thinking that this issue is much like the holiday schedule the board votes on every year at the reorganization meeting; the board chooses the holidays. The Supervisor responded that that's not controversial though. The Legislator stated it's not but it could be.

7. Schedule Workshops/Meetings.

- **Regular Monthly Meeting – October 6, 2022**
- **Workshop Request – Rebecca Schultz, Interim Center Director at Constitution Marsh – Discussion about parking issues – 9/21/2022**
- **Workshop Request – HHLT & Philipstown Conservation Preservation Plan – Tentative 9/21/2022**
- **Interviews for Conservation Board open position – 9/21/2022**

8. Code Enforcement Monthly Report

The Town Clerk read the report, which is on file in the Town Clerks office.

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

Councilman Flaherty reminded everyone that we are collecting e-waste again. It is a six-month pilot program that is currently free. He suggested that sooner or later we will likely start charging for it if it continues the way it's going as it's been pretty popular.

Supervisor Van Tassel reported that he met with Rebecca Schulz, Interim Center Director at Constitution Marsh, and they are interested in establishing parking again at the marsh. He stated they are on the same page that whatever happens down there, the residents of Indian Brook Road will be at the table for that discussion when this workshop takes place; the quality of life for those residents is the most important thing. The residents of that road have gone through hell, not necessarily generated by the marsh but more so the brook, which is now completely closed. The Supervisor stated the preliminary discussion is that they are looking to establish a parking area down the driveway by the actual site.

Resident Greg McGarva stated she is certainly thinking in terms of managed access opportunities they have no problem discussing those opportunities.

The Supervisor stated it is important to access the marsh; it is a local treasure.

Supervisor Van Tassel offered an update on the water issues within the Garrison Landing Water District stating the town had hired a hydrogeologist who had selected two locations on the Highland Country Club property which is owned by OSI. Those locations were pinpointed and a permit was obtained from Putnam County to drill. OSI was resistant at first and then they were supportive. It ended up that we could not drill there as it would have a detrimental effect on the operation of the golf course because it would prevent them from using chemicals to fertilize and herbicides to prevent bugs on the green one hole. So, it's off the table and we will not be drilling there. The Supervisor stated he is reluctant to try anywhere on the golf course at this point. The golf course, the owners and the potential future owners are open to us piping across the golf course and going directly to the water tower at the Recreation Center, which he believes is the best route. They will pursue that however, with Ron Gainer's expertise, he is saying it would take us 12 months at minimum. It is going to be a large-scale project and would have to go out to competitive bid. That is the long-range solution. On the short term, we had the hydrogeologist review the property that we own, that also came from OSI, on the east side of route 9 which is referred to as the Osborne property. We did drill one test well there that was unsuccessful. The hydrogeologist has found two spots that he thinks are favorable for a high-yield well so we are seeking permits with Putnam County to drill another test well on that property. He stated in this process we've all learned that this 100-foot radius we have to own, and the 200-foot radius has to be pollution free. There are a couple issues with the most preferable well, the 200-foot radius goes onto the neighbors to the south. The Supervisor stated he had a conversation with those owners and they are very open to us utilizing that. It also goes onto the golf course and covers a section of 9D, so there's the question of road salt, whether that is considered a pollutant. The Health Department representative said that we need to explore that on our own end so Ron Gainer is reviewing the state code as to whether that is considered a pollutant. The hydrogeologist said it's very easy to remove salt from the well, so he doesn't think that's an issue. The other portion of it does go on to a small area of the golf course, which is OSI property. It's in a rough and it's also a wetland. All of the information has been forwarded to the attorney, the engineer and OSI and they are working on a response, which the Supervisor believes will be favorable. So, the plan is to drill this test well and hopefully hit water. Councilman Flaherty found a pipe that currently goes under 9D that we are hoping is still in tact and if not can be sleeved that we can connect to and our water issue will be temporarily solved.

Supervisor Van Tassel reported we received a proposal from AKRF for Planning Board training. Our intentions were to include the Villages of Nelsonville and Cold Spring to help absorb the cost but Mayor Winward of Nelsonville does not want to partake, so it would just be us and the Village of Cold Spring. The Supervisor stated he thinks we should do it and if we incur \$2500 of the \$3500, it's reasonable. There is an option that Mayor Winward found in Poughkeepsie where it is \$90 a person but the Supervisor believes we should make it as easy as possible for our Planning Board members to partake. They need training and it is well worth the investment. The board agreed.

AUDIENCE

Nat Prentice stated he was in attendance as the Comprehensive Plan Committee Coordinator to request a workshop. The board agreed to place it on the October agenda to be scheduled for a workshop some time in October.

Richard Butensky stated he would like to comment on the Zoning Change petition for the HHR project. He stated he has no real issue with the zoning change going to rural residential, he believes it will be a good thing. However, he suggested the only purpose behind it is to benefit the applicant, so they can get a couple more houses in there. He stated there is nothing wrong with that in and of itself but it would be bad for their community to have it used as a strip club or a mine or anything like that. So, the point is that their attorney uses whatever leverage he can to pressure the Planning Board, as is his job, and to Mr. Butensky, this is leverage for the board to use to get what you want. So, they want a couple extra houses, a lot of people in town would like this conservation subdivision to look more like a conservation subdivision rather than a typical subdivision. He suggests giving them what they're asking for, but get something for it.

VACANCIES:

- Conservation Board - 1

APPROVAL OF VOUCHERS

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

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

Councilwoman Cotter made a motion, seconded by Councilwoman Farrell and unanimously carried that the CVPD Vouchers in the amount of \$ are hereby approved as set forth in Abstract & .

Monthly Town Board Meeting
September 8, 2022

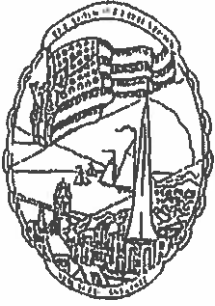
Councilman Angell made a motion, seconded by Councilwoman Cotter and unanimously carried that the CVWD Vouchers in the amount of \$ are hereby approved as set forth in Abstract &

ADJOURNMENT

There being no further business to discuss, Councilman Flaherty made a motion, seconded by Councilwoman Cotter, to close the monthly meeting at 9:33 pm.

Respectfully submitted by,

Tara K. Percacciolo
Town Clerk



HIGHWAY DEPARTMENT
Town of Philipstown

50 Fishkill Road, Cold Spring, NY 10516
(845) 265-3530
Fax (845) 265-7886

Adam Hotaling
Highway Superintendent

MEMORANDUM

October 6, 2022

TO: Philipstown Town Board Members

FROM: Adam Hotaling

SUBJECT: Work performed by the Philipstown Highway Department for the month of September

- The Highway crews continue cleaning catch basins and pipes, curbing, potholing, grading and sweeping along the roads.
- In-between fixing the trucks and moving into the new garage, the mechanics have begun prepping the vehicles for snow season.
- We were all deeply saddened to hear of the tragic death of a Yorktown Highway Department employee, Jake A. Arcara, who was hit by a car while working on the road. In show of support for our fallen brother, Highway Departments across the county sent representative trucks to be a part of the funeral procession which was an emotional experience for all in attendance. We can't stress enough the importance of safety of our crews. Please show consideration by driving slowly and being patient.
- Manitou Station Road is almost completed. We are waiting for the installation of the guiderail which should be done mid-to-end of October.
- New Garage Update:
 - Our lease at the Whoville Garage is up and the mechanics ARE IN!!! Of course, there is still much work to be done.... The Office portion of the new building will come next as the clerks remain in the trailer for now.
- The Highway Department received approximately 25 phone calls/emails regarding road concerns or issues for the month of September.
- For the month of September, The Highway Department spent approximately \$22,000 in vehicle maintenance and repairs. The majority of this number includes \$15,000 for work done to by H.O. Penn to fix the Cat Excavator.

Above monthly account submitted by:
Adam Hotaling
Highway Superintendent

RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby accepts the resignation of Conservation Board Member effective immediately.

**D.J. Baker
PO Box 609
Garrison, NY 10524**

September 19, 2022

**John Van Tassel, Supervisor
Philipstown Town Board
238 Main Street
Cold Spring,
New York**

Re: Philipstown Conservation Board

Dear Supervisor Van Tassel:

I hereby respectfully submit my resignation as a member of the Philipstown Conservation Board. It has been a great pleasure and honor for me to have served as a member of this board.

Our current board members - Andy Galler, M.J. Martin, Bob Repetto, Lew Kingsley, and Scott Silver - provide remarkable and dedicated service to Philipstown, and we have in Andy an exceptionally knowledgeable chair. In addition, we have had the great benefit of the expertise and dedication of Max Garfinkle and Cheryl Rockett, both of whom are indispensable to the work of the Board. Finally, Jason Angell has been invaluable for his continued good judgment and advice in his capacity as our liaison to the Town Board.

Phillipstown has been and continues to be more fortunate than I can ever say to have each and every one of them. For my part, it has been a great privilege for me to have served on the Conservation Board with them all.

Finally, I thank both you and our other Town Board members for your continued service to the people of Philipstown.

With best regards,

Yours very truly,

A handwritten signature in black ink that reads "D. J. Baker". The signature is written in a cursive style with a large, stylized "D" and "B".

D. J. Baker

CC:

Jason Angell
Andy Galler
M.J. Martin
Bob Repetto
Lew Kingsley
Scott Silver
Max Garfinkle
Cheryl Rockett



Town Clerk <townclerk@philipstown.com>

Fwd: Conservation Board

1 message

CHERYL ROCKETT <crockett@philipstown.com>
To: Town Clerk <townclerk@philipstown.com>

Wed, Sep 21, 2022 at 9:07 AM

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

From: **jan baker** <jbaker@philipstown.com>

Date: Mon, Sep 19, 2022 at 7:19 PM

Subject: Conservation Board

To: Andy Galler <AGaller@philipstown.com>, Bob Repetto <BRepetto@philipstown.com>, CB Email <MJMartin@philipstown.com>, Lew Kingsley <LKingsley@philipstown.com>, scott silver <ssilver@philipstown.com>, Max Garfinkle <mgarfinkle@philipstown.com>, **CHERYL ROCKETT** <crockett@philipstown.com>

Dear Andy, Bob, MJ, Lew, Scott, Max and Cheryl - I wanted to let you know in advance that I am resigning from all of the boards on which I currently serve that have resumed in-person meetings. Unfortunately, one of those is the Conservation Board.

I am doing this upon the advice of my wife's pulmonologist, who has been treating her for a number of years for complications related to severe lung damage. Her slowly worsening condition increasingly exposes her to opportunistic lung infections. Airborne pulmonary infections that would be non-events for almost everyone else are extremely dangerous for her. Unfortunately, that means that I have to be just as careful as she does, since anything that I might pick up could be a non-issue for me, and yet I could still infect her.

While we have always tried for her sake to be very careful, the beginning of Covid three year ago was a major event for us. As a result, she and I are still living pretty much like we were in the early days of the Pandemic, and it looks as if we will continue to do that for a long time to come. Of course we miss eating indoors at restaurants, going to movies and doing all the rest of the things that we used to do, but we can still do the important things - see our children, our grandchildren, and our closest friends. Not much else matters to us at this point in our lives.

I understand and respect the desire of all boards to return to normal in-person meetings. Particularly as to the Conservation Board or any other governmental board, it is imperative to conduct the public's business in the open. Decisions that directly impact the lives of those who appear before such boards cannot appear to be made behind closed doors without destroying the legitimacy of the process.

It is an understatement to say that I have enjoyed the opportunity to serve with you on the Conservation Board. I was lucky to get to know and work with each of you, and I was also fortunate to have worked with two great board chairs - Andy and Mark. Before I joined the Board, I really could not have understood and appreciated the incredible public service performed by its members. That volunteer service is an amazing demonstration of commitment to Philipstown and its environment.

Attached is a copy of my letter to John van Tassel.

Many thanks to each of you for all that you do for our community. You can reach me anytime in the future at my personal email, baker.dj@gmail.com

Best.

Jan

—

D. J. (Jan) Baker
PO Box 609
Garrison,
NY 10524



DJ Baker Letter to John Van Tassel 9-19-2022.pdf
196K

RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby appoints Tony Bardes to the Philipstown Conservation Board filling the vacancy left by Krystal Ford.

RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby appoints Madeline Rae to the Philipstown Conservation Board filling the vacancy left by D.J. Baker.

RESOLUTION # -2022

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

RESOLVED, that the Town Board of the Town of Philipstown hereby approves the purchase of an Intimidator 15XP – (15” Drum Style) Brush Bandit for the Philipstown Highway Department in the amount of \$68341.60 and authorizes Supervisor Van Tassel to sign said rental agreement.

Westchester Tractor, Inc.

Westchester Tractor, Inc.
 60 International Blvd.
 Brewster, NY 10509
 USA
 845-278-7766 (Phone)
 845-278-4431 (Fax)
www.wtractor.com

QUOTATION

Quote #	Quote Created	Last Updated	Salesperson
147377	September 9, 2022 01:12 PM by Westchester Tractor, Inc.	September 9, 2022 01:18 PM by Westchester Tractor, Inc.	Jeff

CUSTOMER:

Philipstown
 50 Fishkill Road
 Cold Spring, NY 10516
 USA
 845-265-3530 (Phone)
 Adam (Contact)
highwaydepartment@philipstown.com

INTIMIDATOR 15XP (15" DRUM STYLE) BRUSH BANDIT

Qty	Part #	Description
1	MODEL-15XP	Intimidator 15XP - (15" Drum Style) Brush Bandit

STANDARD EQUIPMENT

Qty	Part #	Description
1	STANDARD	37" diameter x 18 3/4" wide drum with (4) 5/8" X 5 1/2" X 9" dual edge knives
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	STANDARD	Patented 'power slot' assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 18 3/4" wide, driven by (2) 32.3 CID hydraulic motors.
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
1	STANDARD	Clean out and inspection door on discharge bottom
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue
1	STANDARD	Frame / Fender supports
1	STANDARD	Lockable aluminum toolbox
1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)
1	STANDARD	Pressure check kit - Gauge is NOT included

- 1 STANDARD Weather resistant manual container
- 1 STANDARD Engine disable plug for hood locking pin-preventing engine from operating without pin in place
- 1 STANDARD (1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
- 1 STANDARD Spanish & English combination safety decals

OPTIONS

- 1 333-32273 Standard Imron Industrial Urethane Bandit Yellow
- 1 990-RC1172-753 Ford RSG-862, 6.2L, 165 horsepower GAS engine without clutch (Includes 3 year / 3,500 hour engine warranty and spark arrestor muffler) - If ordered on Model 280 / 280HD must select tongue weight option under add on frame options
- 1 700-6000-31 LOR tach with reversing auto feed for Ford 165 horsepower gas engines (Includes 1,000 CCA battery with box) - Panel is mounted on engine shroud with lockable cover (MACHINES WITH WINCH)
- 1 700-1000-13 NACD over center (double plate clutch)
- 1 OPTION-915-5000- Drive system for engines above 145 horsepower (Includes two 3 groove belts in lieu of a single 4 groove belt)
- 1 ¹⁶OPTION-915-5001- 29" high x 54" wide tapered heavy-duty infeed with weld on pan and infeed deflectors
- 1 ¹⁶OPTION-980-5000- Dinamic winch with line docking station and manual push button feed assist (Includes 5/16" diameter x 200' Teufelberger rope with 12" loop installed) (Includes (1) manual rear stabilizer)
- 1 73
- 1 990-1016-02 Single 10,000 pound Torflex axle with electric brakes (0 degree down trail) (Will be 4 1/2" shorter than 45 degree down trail) (Now 900-5910-70)
- 1 990-100406 (2) 215/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)
- 1 990-100415 Aluminum bolt on fenders (Approximately 1/4" thick)
- 1 990-100274 2-1/2" Wallace Forge Pintle Hitch
- 1 OPTION-905-8000- Lockable battery disconnect switch
- 1 ³⁵OPTION-980-5000- 270 degree hydraulic controlled swivel discharge chute with manual 12" chip deflector (Includes height adjustable discharge & 270 degree discharge stops)
- 1 92
- 1 OPTION-915-5000- Clean out and inspection door on transition.
- 1 ³⁶OPTION-980-1000 Aluminum Bolt On Chock Holders (Does not include chocks)
- 1 ³⁷OPTION-980-5000- Pole style cone holder (weld on)
- 1 ³⁹OPTION-980-1000 Bolt-on flag holders (includes flags) - aluminum or steel fenders
- 1 ⁹⁰OPTION-915-5000- 40 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
- 1 ⁰³OPTION-905-5001- Non skid coating on tongue and all step on areas
- 1 ⁸¹OPTION-980-5000- 12" longer bolt-on tongue (total tongue length will be 46" on the 12x, 12xpc, and 15xp, 48" on the 12xp and 15xpc and 50" on the 200/250)
- 1 02
- 1 OPTION-905-5000- Option 7 Prong (Flat/RV Style) to 6 Prong Coiled Cord

CUSTOMER TOTALS

Total Unit Price:		\$ 75320.00
Customer Discount:	12.0000 %	- \$ 9038.40
Dealer Preparation/Delivery:		\$ 560.00
Freight/Shipping:		\$ 1500.00
Customer Total:		<u>\$ 68341.60</u>

COMMENTS

Comments

By Westchester Tractor, Inc. on 09/09/2022 01:18 PM

As per Sourcewell #042815-BAN

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date



Highway Department; <highwaydepartment@philipstown.com>

Intimidator 15xp

Tue, Sep 13, 2022 at 8:23 AM

[dot.sm.r08.CHIPS](mailto:dot.sm.r08.CHIPS@dot.ny.gov) <dot.sm.r08.CHIPS@dot.ny.gov>

To: "Highway Department;" <highwaydepartment@philipstown.com>

Yes, chipper is eligible (it is listed as 10 years in the link I sent).

Michael Zamierowski

Transportation Analyst

Region 8 – Local Projects Unit

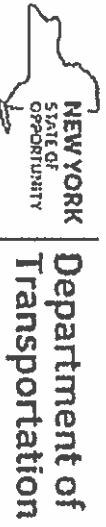
845-224-2284

New York State Department of Transportation, Hudson Valley Region

4 Burnett Boulevard, Poughkeepsie, NY 12603

www.dol.ny.gov

Follow us on Twitter @NYS DOT HV



WHEREAS, the Town of Philipstown, through its Highway Department, has put out for public bid a contract for paving a portion of Lane Gate Road; and

WHEREAS, upon reviewing the bids received it has been determined that the low bidder on the project was Intercounty Paving Co., with a bid of \$140,712.48, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby accepts the said bid of Intercounty Paving Co., and the awards the contract on the project to Intercounty Paving Co.; and
2. That the Town Supervisor is authorized to execute all documents necessary to enter and execute the said contract.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Judith Farrell, Councilwoman, voting _____

Jason Angell, Councilman, voting _____

Robert Flaherty, Councilman, voting _____

Megan Cotter, Councilwoman, voting _____

John VanTassel, Supervisor, voting _____

P.O. Box 360
Carmel, NY 10512
845-226-6575
1-800-BLACKTOP



WC -03504-H91
PC - 1416

-----PROPOSAL-----

PROPOSAL SUBMITTED TO: Highway Department of Philipstown	PHONE:	MOBILE: (845) 265-3530	DATE: 9/23/22
STREET: 50 Fishkill Road	JOB NAME: Lane Gate Road		
CITY, STATE, and ZIP CODE: Cold Spring, NY 10516	JOB LOCATION: Cold Spring NY		
E-MAIL ADDRESS: highwaydepartment@philipstown.com	FAX:		

We respectfully submit the following work description:

JOB: Lane Gate Road
Cold Spring NY

57,600 Square Feet – 1,406 tons

244 Lane Gate Road to Lane Gate Heights

1. Install 4" Superpave binder from 244 Lane Gate Road to Lane Gate Heights+
\$140,712.48

\$100.08 per ton for Superpave binder at September index

CONTRACT TERMS AND CONDITIONS

INTERCOUNTY PAVING COMPANY, INC., HEREBY AGREES TO PERFORM ALL WORK AND SERVICES AS DESCRIBED IN "SCHEDULE A - CONTRACT" IN A REASONABLE MANNER. *INTERCOUNTY PAVING COMPANY, INC.* SHALL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY INCLEMENT WEATHER, ASPHALT SHORTAGES, STRIKES OR CONTINGENCIES BEYOND THE CONTROL OF *INTERCOUNTY PAVING COMPANY, INC.*

INTERCOUNTY PAVING COMPANY DOES NOT GUARANTEE, AND SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR, WORK PERFORMED BY OTHERS AT THE JOB SITE AND/OR NOT INCLUDED IN CONTRACT.

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK
INTERCOUNTY PAVING COMPANY, INC. SHALL GUARANTEE ALL MATERIALS FOR A PERIOD OF TWO YEARS.

INTERCOUNTY PAVING COMPANY, INC. WILL NOT BE RESPONSIBLE FOR FAILING ASPHALT DUE TO SUBSTANDARD BASE MATERIAL INSTALLED BY OTHERS, HEAVING DUE TO FROST AND THAW, WATER SPRINGS AS WELL AS UNDERGROUND UTILITIES, SPRINKLER LINES, ETC.

INTERCOUNTY PAVING COMPANY, INC. AGREES THAT ANY UNFORESEEN CONDITIONS WILL BE AN EXTRA CHARGE SUCH AS LEDGE ROCK, MULTIPLE LAYERS OF ASPHALT, CONCRETE AND/OR SOFT SPOTS IN THE SUB BASE. IF SUCH SOFT SPOTS ARE FOUND, WE WILL NOTIFY YOU PRIOR TO THE NEW INSTALLATION TO ENSURE THE INTEGRITY OF THE NEW PAVEMENT AND THE NECESSARY REPAIRS TO THE SUB BASE WILL BE PERFORMED ON A TIME AND MATERIAL BASIS. ALL EMPLOYEES ARE COVERED BY WORKERS COMPENSATION COVERAGE AS MANDATED BY THE STATE OF NEW YORK. ANY WORK OR SERVICES NOT INCLUDED IN "SCHEDULE A - CONTRACT" THAT ARE DESIRED AS AN ADD ON, ALTERATION OR DEVIATION SHALL BE PROVIDED ONLY UPON EXECUTION OF A DULY SIGNED WRITTEN ORDER FOR SAME AND SHALL BE AN EXTRA CHARGE ABOVE AND BEYOND THE PRICE AS STIPULATED IN SCHEDULE A-CONTRACT AGREEMENT HEREIN. SAID WRITTEN WORK ORDER SHALL BECOME DUE AND PAYABLE PURSUANT TO CONTRACT AND SHALL BE INCORPORATED HEREIN AND SHALL BE CONSIDERED PART AND PARCEL OF THE AGREEMENT HEREIN AND ALL OTHER TERMS OF THE AGREEMENT SHALL APPLY THE HOMEOWNER/CUSTOMER AGREES THAT SHOULD COLLECTION OF ANY OF THE AMOUNTS SPECIFIED IN SCHEDULE A-CONTRACT OF THE "AGREEMENT" BECOME NECESSARY, AND SHOULD *INTERCOUNTY PAVING COMPANY, INC.* PREVAIL IN A COURT OF COMPETENT JURISDICTION UPON IT'S CLAIM FOR AMOUNTS DUE AND OWING, THAT HOMEOWNER SHALL BE RESPONSIBLE FOR ALL COSTS ATTENDANT TO THE COLLECTION THEREOF, INCLUDING, BUT NOT LIMITED TO; ATTORNEY'S FEES, LIEN FEES, COURT COSTS AND INTEREST AS SPECIFIED IN CONTRACT.

ESCALATION CLAUSE: DUE TO THE VOLATILITY OF THE LIQUID ASPHALT MARKET WORLDWIDE, ALL INDICATIONS SUGGEST THAT FURTHER INCREASES WILL HAPPEN WITH LITTLE OR NO LEAD TIME. IF INCREASES OCCUR BEFORE YOUR SCHEDULED DATE, YOU WILL BE NOTIFIED. THE HOMEOWNER/CUSTOMER AGREES THAT ALL AMOUNTS ARE DUE AND PAYABLE ON THE DATES SPECIFIED IN SCHEDULE A-CONTRACT. SHOULD ANY AMOUNT BE DUE AND OWING FOR A PERIOD BEYOND THIRTY (30) DAYS, HOMEOWNER/CUSTOMER SHALL PAY AN AMOUNT EQUAL TO 16% COMPOUNDED ON AN ANNUAL BASIS, UPON ANY AND ALL AMOUNTS UNPAID AFTER 30 DAYS WHEN DUE. THE HOMEOWNER/CUSTOMER AGREES THAT

INTERCOUNTY PAVING COMPANY, INC., SHALL HAVE THE RIGHT TO CURE ANY DEFECT OR AMELIORATE ANY COMPLAINT THAT HOMEOWNER/CUSTOMER MAY HAVE. HOMEOWNER/CUSTOMER AGREES TO GIVE NOTICE WITHIN FIVE (5) DAYS OF THE DISCOVERY OF ANY DEFECT GIVING RISE TO ANY COMPLAINT. NOTICE SHALL BE IN WRITING, VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO:

INTERCOUNTY PAVING COMPANY, INC.
P.O. BOX 360
CARMEL, NY 10512.

ANY NOTICE NOT RECEIVED WITHIN THIRTY (30) DAYS OF THE DATE SPECIFIED IN CONTRACT SHALL BE NULL AND VOID. FAILURE TO GIVE NOTICE WITHIN THE PERIOD AND METHOD SPECIFIED IN CONTRACT OF THE AGREEMENT HEREBY PRECLUDES THE HOMEOWNER/CUSTOMER FROM COMMENCING LEGAL ACTION AGAINST *INTERCOUNTY PAVING COMPANY, INC.*

IF HOMEOWNER/CUSTOMER FAILS TO GIVE *INTERCOUNTY PAVING COMPANY, INC.* THE RIGHT TO CURE ANY DEFECT PURSUANT TO CONTRACT HEREIN, THE HOMEOWNER/CUSTOMER SHALL WAIVE HIS/HER RIGHT TO COMMENCE LITIGATION. THE HOMEOWNER/CUSTOMER HEREBY AFFIRMS THAT HE/SHE POSSESSES THE REQUISITE CAPACITY TO ENTER INTO A CONTRACT AND BIND THE ENTITY AS ENUMERATED HEREIN.

THIS AGREEMENT SHALL NOT BE MODIFIED ORALLY, AND ANY ADDENDUM SHALL BE ENFORCEABLE ONLY IF IN WRITING AND AGREED TO BY THE PARTIES HEREIN AND INITIALED AT THE BOTTOM. THE HOMEOWNER/CUSTOMER SHALL NOT ASSIGN THEIR RIGHTS UNDER THIS CONTRACT. HOMEOWNER/CUSTOMER ACKNOWLEDGES THAT HE/SHE IS IN LEGAL POSSESSION OF THE SUBJECT PREMISES AND THAT HE/SHE HEREBY GRANTS *INTERCOUNTY PAVING COMPANY, INC.* PERMISSION TO BE UPON THE PREMISES. THIS PERMISSION SHALL EXTEND TO ALL THE *INTERCOUNTY'S* EMPLOYEES, AGENTS AND SUPPLIERS.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT IN ITS ENTIRELY AND AGREE TO ALL OF ITS TERMS.

DATED _____ 2022

NAME: Town of Philipstown

By: _____

Accepted By: _____

Intercounty Paving

Client Signature

RESOLUTION # -2022

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

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign the Payment Processing Services Statement of Work associated with the collection of tax payments between the Town of Philipstown and Value Payment Systems LLC.



PAYMENT PROCESSING SERVICES STATEMENT OF WORK

between

Value Payment Systems LLC

("Provider")

having its principal place of business at:

155 Franklin Rd Suite 330 Brentwood TN 37027

and

Town of Philipstown NY

("Merchant")

having its principal address at:

PO Box 155 Cold Spring, NY 10516

THIS PAYMENT PROCESSING SERVICE STATEMENT OF WORK (this “SOW”) is made and entered into as of the ____ day of _____ 20__ (“Effective Date”) by and between Value Payment Systems LLC (“Provider”) and Town of Philipstown NY (“Merchant”). Merchant and Provider may each be referred to individually as a “Party” and together as the “Parties.” The attached Exhibits are incorporated by reference.

TERM

This SOW will commence upon the Effective Date and continue for three (3) years, at which point in time the SOW will automatically renew for successive one (1) year periods unless either party, at least sixty (60) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this SOW.

STRATEGY

After the contracting process has ended, Provider will build and the maintain payment channel(s), as defined below, to allow Merchant to securely accept, validate, and track payment data from its Customers. Where Web E-Payment System is in scope, an initial test site will be built to load all data received from Merchant and Software Consulting Associates. On this test site, Provider will build logic and business rules to govern the hosted data. Once the web services have been properly built, tested, and reviewed, Provider will establish Merchant Identification credentials. Web services and Merchant Identification credentials will be applied and integrated into the hosted site and data backed payments will be tested. Once the payments are tested, Provider will initiate training for all Merchant personnel, done remotely. Upon successful training, the hosted website will be moved into a production environment and undergo a subsequent round of testing. After testing and validation of the data, Merchant will direct Provider to launch the site.

The date of System launch (“Go-Live”) will be targeted during an implementation kickoff call with all relevant stakeholders. The successful completion of this Statement of Work is dependent on Merchant reviewing test content, data, and functionality in a timely manner, and providing an appropriate level of operational and strategic engagement to participate in training, deploy the solution into production environments, and follow through with the responsibilities listed below.

SCOPE

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Merchant will make resources available to assist Provider in the timely launch of the payment processing program. Provider cannot be held accountable for unreasonable Merchant delays and may choose to delay the implementation should Merchant not be able to provide appropriate resources. If system does not launch within twelve (12) months of signature date due to Merchant delays, the full implementation fee will become due. Otherwise there is not cost for the implementation or services provided unless specified herein.

Payments are deposited daily into a custodial account and transferred by ACH electronic transfer to Merchant daily. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by Provider.

2. E-Payment System Utilization

- 2.1. Merchant will make Provider’s Services available to its Customers through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Merchant’s website including a “Pay Now” or similar link on a mutually agreed prominent place on the web site; c) through the Merchant’s general IVR/Phone system and d) other channels deemed appropriate by the Merchant.

- 2.2. Provider shall provide the Merchant with logos, graphics, and other marketing materials for use in its communication with its Customers regarding the payment services provided by Provider. Both parties agree that Provider will be presented as the primary payment method option. Merchant will communicate the Provider payment Service option to its Customers wherever the Merchant generally communicates its other payment methods.

- 2.3. Payments types shall be processed through the payment channels defined in this SOW as marked (☒):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Tax | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Utilities | <input type="checkbox"/> Child Support |
| <input type="checkbox"/> Court Fees & Fines | <input type="checkbox"/> Miscellaneous |
| <input type="checkbox"/> Licenses | |

3. **Provider Deliverables:** Provider shall deliver the following, included as marked (☒):

3.1. ☒ **Web E-Payment System**

- 3.1.1. Provider shall build, host and maintain Merchant-specific website(s) for Philipstown NY. Provider will purchase a URL, www.TBD.com.
- 3.1.2. Provider will provide a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.
- 3.1.3. System will collect and transmit payment information for authorization and settlement.
- 3.1.4. System will provide method of transferring transaction data back to Merchant.
- 3.1.5. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Merchant processes the payment.

3.2. ☒ **Counter E-Payment System**

- 3.2.1. Provider shall deliver and configure TBD EMV device(s).
- 3.2.2. Provider shall deliver an administrator portal for counter payments.
- 3.2.3. Provider shall remotely upgrade EMV devices as appropriate.
- 3.2.4. Provider shall provide one (1) remote, web-based training session covering setup and use of EMV devices.

3.3. ☐ **Phone / Call Center E-Payment System**

- 3.3.1. Provider shall provide a toll-free telephonic customer service function to ensure that Customers utilizing the Program have a satisfactory experience that does not require the technological assistance of Merchant personnel.

3.4. ☐ **IVR - E-Payment System**

- 3.4.1. IVR solution shall be hosted and maintained by Provider.
- 3.4.2. Provider shall configure call scripts according to industry best practices.
- 3.4.3. IVR functionality shall only include search/retrieval and payment processing of Case payments in full.

3.5. ☐ **Text and Email Payment System**

- 3.5.1. Provider will deliver functionality to allow Customers to set up text (SMS) and/or email payment and notification preferences through their E-Payment System profile. Customers will be required to (i) have a valid payment method stored within their profile and (ii) verify their cell phone number prior to completing registration.

3.6. ☐ **eCheck/ACH E-Payment System**

- 3.6.1. Provider will configure web E-Payment System to accept eCheck/ACH Payments.

3.7. ☐ **Integrations**

- 3.7.1. Provider will create/maintain an integration with record management or other system.

3.8. ☐ **E-Payment System Training**

- 3.8.1. Provider will provide support and training to Merchant personnel via live, web-based session(s). A training schedule will be shared during implementation.

4. **Merchant's Responsibilities:** In order for Provider to provide the Services outlined in this SOW, the Merchant shall deliver the following, included as marked (☒):

4.1. ☒ **General**

- 4.1.1. Provide ACH forms required for the remittance of funds.
- 4.1.2. Attend client care calls as requested.
- 4.1.3. Notify Provider of changes to any state, county, or municipal mandates or laws.
- 4.1.4. Revoke system access of terminated Merchant employees at time of termination.

4.2. ☒ **Web E-Payment System**

- 4.2.1. For the duration of this SOW, Merchant will maintain an active link connecting the Merchant website and the Provider payment portal in a prominent and mutually agreed location on the Merchant website.

4.3. Counter E-Payment System

4.3.1. Merchant will keep all point of sale terminals in good order and repair except for normal wear and tear in the ordinary course of business.

4.4. Phone E-Payment System

4.4.1. The phone number for the payment IVR (if applicable) and Provider Call Center (if applicable) will also be added to the website.

4.4.2. The Merchant will add the IVR Payment option (if applicable) as part of the Merchant general phone system.

4.5. PayPal setup details required:

Merchant Bank Account Information:

Name of Bank: _____

ABA No.: _____

Account No.: _____

Account Name: _____

Reference: _____

SIGNATURES

In witness whereof, the Parties have executed this SOW by their duly authorized representatives as of the date first above written.

Town of Philipstown NY:

Value Payment Systems LLC:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: FEES

1. The expected processing volume in the Program is estimated at \$TBD per month.

2. E-Payment System

In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees (“*Convenience Fees*”) and/or Merchant will be billed applicable fees (“*Merchant Absorbed Fees*”) associated with payment transactions marked (☒) as follows:

Tax

Payment Channel	Transaction Type	Fee Structure	Merchant Absorbed
☒ Online (via web or mobile device)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: 2.50% per transaction	<input type="checkbox"/>
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		
	☒ PayPal / PayPal Credit / Venmo		
	☒ E-Check / ACH	\$2.00 per transaction	<input type="checkbox"/>
☒ Counter (in-office via PCI compliant, EMV ready card readers)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: 2.50% per transaction	<input type="checkbox"/>
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		
	<input type="checkbox"/> E-Check / ACH		

3. Implementation Services

Only the services marked (☒) will be implemented. Fees will be waived if Merchant implements E-Payment System within twelve (12) months:

Implementation Service	Fee Recurrence	Fee
☒ E-Payment System Deployment & Program Implementation	One-time	\$10,000.00 Waived
<input type="checkbox"/> IVR Implementation	One-time	\$2,000.00 Waived
<input type="checkbox"/> Web Services or API Implementation	One-time	\$5,000.00 Waived
<input type="checkbox"/> File Integration	One-time	\$1,000.00 Waived
<input type="checkbox"/> Support & Training (__ hour(s))	Per hour	\$150.00 Waived
<input type="checkbox"/> Custom Programming (__ hour(s))	Per hour	\$150.00 Waived
<input type="checkbox"/> POS Terminals (__ terminal(s))	Per unit	\$350.00 Waived

4. **Ongoing Services**

Payment processing and development services to be funded by Merchant, as marked (☒):

Service	Fee Recurrence	Fee
<input type="checkbox"/> Address Verification	Per occurrence	
<input type="checkbox"/> Chargeback Processing	Per occurrence	
<input type="checkbox"/> Statement Fee	Per occurrence	

EXHIBIT B: INTEGRATION SCOPE

1. Merchant will make PCI, LLC (“*Software Vendor*”) aware of the requirement to integrate with the Provider E-Payment system and of the anticipated Go-Live date contemplated herein. Merchant will compel Software Vendor to assist in setting up direct data interface, including providing all file descriptions or API and/or FTP documentation.
2. If Provider is delivering a web service or API service, Provider will need access and resources from the Merchant to ensure both systems from each company can interface and exchange data appropriately. Failure to grant Provider access or a Merchant resource to help support this step of the implementation process will result in delays to the Merchant’s Go-Live date.
3. **Provider Responsibilities**
 - 3.1. Provider shall deliver a web service or API service to integrate Merchant’s system with the ePayment System as described in this Agreement. Failure to grant a Merchant resource to help support this step of the implementation process may result in delays to the Merchant’s Go-Live date.
 - 3.2. All payment transactions will update the Merchant’s system on a predetermined cadence if write-back capabilities are available.
 - 3.3. If there are designated payments which are ineligible for online payment, Merchant will be able to omit those records from being paid through the system.
 - 3.4. Determine the data that is necessary for each interface function.
 - 3.5. Create documentation for the interface.
 - 3.6. Provider shall provide access to a dedicated test and production environment for the implementation lifecycle.
4. **Merchant Responsibilities**
 - 4.1. Merchant will actively participate in accomplishing the Go-Live of the Program outlined in the agreed upon timeline.
 - 4.2. Merchant will provide the file format specification currently used to post its payments to the system. Merchant will fully cooperate with Provider and provide the information required to integrate with the Merchant’s system.
 - 4.3. Merchant to provide multiple copies of bills and/or receipts to Provider, if in project scope.
 - 4.4. Merchant is responsible for determining and notifying Provider if a partial or full payment shall be allowed. This notification must take place prior to completion of the Design Document and the beta version of the Merchant site, and no later than thirty (30) days after the Effective Date.
 - 4.5. Merchant shall supply Provider with the following:
 - 4.5.1. Business processes or rules that will govern the interface
 - 4.5.2. Payment information
 - 4.5.3. Any applicable test case scenarios
 - 4.5.4. Applicable collections logic
 - 4.5.5. Applicable custom verbiage to be included by record type
5. **Assumptions**
 - 5.1. Any modifications to the web service or API will be mutually executed via Change Order.

EXHIBIT C: TERMS AND CONDITIONS

1. E-PAYMENT SYSTEM.

- 1.1. **E-Payment System.** Subject to the terms of this Agreement, during the Term, Provider will process electronic payments to Merchant (“Payments”) from Merchant’s taxpayers, citizens and/or customers (“Customers”) via an electronic payment system that is

provided by Provider and is described in more detail in the SOW (the "E-Payment System"). Merchant will promptly provide Provider with information reasonably required by Provider in order to promptly and accurately perform the services contemplated by this Agreement.

1.2. **Payment Date.** The date the Payment is posted is the date the Customer manually transmits the Payment to the E-Payment System or the date an agreed automatic Payment is initiated, whichever is applicable (the "Payment Date"). The Payment Date will be deemed the date the Payment is made for all purposes, including any late fees, if any, that Merchant may charge to such Customer. Provider will remit to Merchant all Payments paid via the E-Payment System no later than two (2) business days, excluding bank holidays, following the Payment Date. Provider cannot control Merchant's financial institution's funds availability or posting policies.

1.3. **Chargebacks.** Merchant will promptly investigate all Chargebacks (as defined by the Rules of the applicable Payment Network) with the assistance of Provider. Merchant is responsible for the amounts of all Chargebacks, deposit errors, refunds, and unfulfilled products and services ("Disputed Amounts"). Provider is responsible for the third-party fees and penalties levied by a Payment Network in respect of the investigation and resolution of a Chargeback ("Chargeback Resolution Fees"). Provider may, in its discretion, debit Merchant's account in respect of Disputed Amounts or bill Merchant for the amount of such Disputed Amounts.

1.4. **Fraud.** Provider may, in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate, and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems.

1.5. **Indemnified Payments.** Chargebacks and Fraud Sections notwithstanding, for payment types marked as Indemnified in the SOW, Provider will promptly investigate all Chargebacks (as defined by the Rules of the applicable Payment Network) with the assistance of Merchant. Provider will be liable for Chargeback liability derived from Payments processed by Provider; provided, however, that (a) the Payment was made via credit card, debit card, PayPal, or Venmo; and (b) Provider may, in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems; and (c) Merchant, will promptly, from time to time, deliver to Provider all agreements, documents and data and perform all such acts and deeds that Provider requests from (or of) Merchant for the purpose of resolving a Chargeback; and (d) Merchant will reimburse Provider in respect to fraud, deposit errors and/or duplicative payments.

1.6. **Modification of E-Payment System.** Provider may modify the features and functionality of the E-Payment System at any time and from time to time; provided, however, that Provider will not modify the E-Payment System in a manner that would significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Merchant of any such modification.

1.7. **Fees.** In consideration for the provision of the E-Payment System, Customers will pay to Provider, in respect of each Payment, the Convenience Fees that are detailed in the SOW and Merchant, if applicable, will pay to Provider the Merchant Absorbed Fees and/or other fees set forth in the SOW. Provider will pay the charges levied by the Payment Networks for processing Payments, including interchange fees, assessments, authorization fees, risk fees, transmission fees and similar fees ("Transaction Fees") and for Chargeback Resolution Fees. If federal and/or state statutes or Payment Network Rule changes impact the ability to impose the Convenience Fees and/or Merchant Absorbed Fees, or if the Payment Network(s) notify either party of changes required to the Convenience Fees and/or Merchant Absorbed Fees, the parties agree to amend the Convenience Fees and/or Merchant Absorbed Fees to comply with such statutes and rule changes. The Convenience Fees and/or Merchant Absorbed Fees are calculated based on the assumptions that the total number of payments and the total payment amount collected each month from the use of non-consumer credit and debit cards shall be under 5% of the respective total per month and that the combined cost of Third Party Fees is less than 60% of the Convenience Fees and/or Merchant Absorbed Fees charged by Provider for a given transaction type (e.g., tax payment) and/or payment method (e.g., Visa credit) (collectively, the "Fee Assumptions"). Provider may amend the SOW, upon prior written notice to Merchant, if a Fee Assumption is not accurate or if such change is required due to changes in the Rules. "Payment Network" means a group of credit/debit card issuer banks, debit networks and other method providers, including, without limitation, PayPal Commerce, Visa U.S.A., Inc., MasterCard International, Inc., American Express, Discover, and the NYCE, Pulse, Star, and Interlink debit networks. "Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Networks. "Third Party Fees" means all taxes imposed by any governmental entity and Transaction Fees.

1.8. **Reporting.** Provider will provide its standard daily transaction reports; provided, however, that Provider may provide custom transaction reports to Merchant for an additional monthly fee upon Merchant's request.

1.9. **Routing; Transaction Processing.** Provider may, in its sole discretion, route Payments through any eligible network, including but not limited to debit networks, and/or process Convenience Fees as a single transaction (Convenience Fee plus Payment) or as separate transactions.

2. GENERAL.

2.1. **Operating Regulations.** Merchant agrees that the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA

Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations") are incorporated by reference into this Agreement and that nothing in this Agreement shall be construed to interfere with or lessen the right of Processor, Member Bank, or the Associations to terminate the Provider Merchant Agreement at any time. "Associations" as used in the Agreement shall mean Mastercard International Inc. ("Mastercard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities. In the event of a conflict between this Agreement and the Operating Regulations, the Operating Regulations will control. "Member Bank" as used in this Agreement shall mean a member of VISA, Mastercard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement.

2.2. Merchant Obligations.

- i. Merchant acknowledges and agrees:
 - a. it is responsible for the actions of its employees and agents;
 - b. it will comply with all applicable laws and regulations and all applicable parts of the Operating Regulations; including those parts regarding the ownership and use of an Association's mark including but not limited to names, logos, trade names, logotypes, trademarks, service marks, trade designations, and other designations, symbols ("Association Marks");
 - c. Provider or an Association is authorized to research Merchant's background including, but not limited to, credit background checks, banking relationships, and its financial history;
 - d. notwithstanding any provisions in the agreement to the contrary, information obtained in connection with Merchant's application or processing relationship may be shared with Association for any legitimate purpose;
 - e. it will notify Provider of any third party that will have access to cardholder data;
 - f. it will comply with, and will contractually require its suppliers and agents to comply with, the provisions of the Cardholder Information Security Program (CISP) and PCI DSS, or other security program as required by an Association and demonstration compliance with these security obligations; and
 - g. Associations may conduct, or direct another party to conduct, an audit of Merchant at any time, and Merchant must comply in all material respects with such audit until its completion.
 - h. In the event that more than \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount provided by the Operating Regulations) ("Benchmark Amount") is processed through and on behalf of Merchant in any 12-month period, Merchant will automatically be deemed to have accepted, and will be bound by, the "Merchant Services Agreement for Sub-Merchants" with Provider's designated merchant acquirer ("Acquirer") which is set forth in the Merchant Services Agreement for Sub-Merchants, the terms of which will be independently enforceable by Acquirer.
- ii. Merchant represents and warrants that it will not:
 - a. discriminate against Cards or Issuers (e.g. limited acceptance options) except in full compliance with the Operating Regulations;
 - b. intermingle fees associated with an Associations' transactions with fees associated with other Card transactions in its pricing;
 - c. submit any transaction to Provider that was previously charged back and subsequently returned to the Merchant, irrespective of Cardholder approval;
 - d. knowingly submit any transaction that is illegal or that the Merchant should have known was illegal. Merchant acknowledges that such transaction must be legal in both Cardholder's and Merchant's jurisdiction;
 - e. submit a transaction that it knows, or should have known is either fraudulent or not authorized by the Cardholder;
 - f. require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, Card expiration date, signature, or any other Card account data in plain view when mailed, nor request a Card Verification Value 2 ("CVV2") for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Operating Regulations or this Agreement, including CVV2;
 - g. add a surcharge to transactions, except as expressly permitted by, and in full compliance with, the Operating Regulations;
 - h. charge a minimum or maximum amount for a transaction unless expressly authorized by, and in full compliance with, the Operating Regulations;
 - i. disburse funds in the form of cash unless Merchant is participating in full compliance with a program supported by an Association for such cash disbursements and in full compliance with the Operating Regulations;
 - j. submit a transaction that does not result from an act between the Cardholder and the Merchant;
 - k. accept a Card issued by a U.S. Issuer to collect or refinance an existing debt, unless expressly authorized by, and in full compliance with, Operating Regulations;
 - l. request or use a Card account number for any purpose other than as payment for its goods or services; and
 - m. add any tax to transactions, unless applicable law expressly requires that a Merchant be permitted to impose a tax. In such event, any tax amount, if allowed, must be included in the transaction amount and not collected separately.

- n. If applicable, Merchant will provide Provider with a copy of its annual PCI Attestation of Compliance (AOC) and/or PCI Self-Assessment Questionnaire (SAQ) (as applicable based on PCI DSS qualifications) annually.

2.3. **American Express.** If Merchant chooses to accept American Express, then Merchant agrees to the terms and conditions set forth below.

- i. **Processing Restrictions.** Merchant is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.
- ii. **Third Party Beneficiary Rights.**
 - a. Merchant confers on American Express the beneficiary rights, but not obligations, to the Agreement and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.
 - b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between Provider and American Express and at no time will attempt to enforce any such agreements against American Express.
- iii. **American Express Liability.** MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.
- iv. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantsguide

2.4. **PayPal.** If Merchant chooses to accept PayPal, then Merchant authorizes and directs Provider to:

- i. establish a PayPal account for and on behalf of Merchant (“Merchant’s PayPal Account”);
- ii. authorize and direct PayPal to deposit Payments from Customers to Merchant via PayPal (“PayPal Payments”) into the Merchant’s PayPal Account;
- iii. authorize and direct PayPal to link Merchant’s PayPal Account to Merchant’s bank account described below (“Merchant’s Bank Account”);
- iv. authorize and direct PayPal to regularly sweep funds from the Merchant’s PayPal Account to Merchant’s Bank Account; and
- v. administer and manage the Merchant’s PayPal Account, including receipt of any PayPal notices in connection with each account.

Provider believes that, pursuant to its contract with PayPal as outlined above, Provider does not receive, transfer and/or transmit funds. Rather, funds flow from Customers to PayPal, and then from PayPal to Merchant.

If, however, any governmental entity asserts that Provider does receive, transfer and/or transmit funds, then:

- i. Merchant hereby appoints Provider as its lawful agent to receive and process PayPal Payments; and
- ii. Merchant acknowledges and agrees that, with respect to the payor, payment to Provider constitutes delivery of such payment to Merchant; and, as such, Merchant will not hold the Customer responsible for Provider’s failure to deliver payment, but rather Merchant will seek redress only from Provider.

2.5. **Exclusivity.** Merchant will not accept credit card or other Electronic Payments through a similar E-Payment System for Payments from Customers for the services listed in the SOW hereto other than through Provider without the prior written consent of Provider.

2.6. **Compliance with Law.** Each party will comply, at such party’s own expense, with all laws, policies, guidelines, regulations, ordinances, orders, and rules of all governmental authorities and/or regulatory bodies having jurisdiction over such party and/or the subject matter of this Agreement, including, without limitation, the rules promulgated by the Credit Card Payment Networks, the Payment Card Industry (PCI) Data Security Standard, Visa Cardholder Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), and the Federal Trade Commission. Provider shall comply with applicable laws and regulations governing electronic check processing, check conversion, and/or the initiation of preauthorized electronic debit entries, including but not limited to the Electronic Fund Transfer Act of 1978, Federal Reserve Regulation E, the Electronic Signatures in Global and National Commerce Act, and all FTC and NACHA rules and regulations. Merchant may be responsible for any fines and/or penalties related to ACH notifications of change (NOC) and/or electronic check return cancellations that are not remedied in accordance with the NACHA Rules.

2.7. **Nondisclosure.** Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature (“Confidential Information”), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is required by law to be disclosed (including public right-to-know laws), which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, or is rightfully obtained from a third party that has the right to disclose it. All Confidential Information will remain the property of the disclosing party.

2.8. Privacy and Security. Merchant is solely responsible for the security of data residing on servers owned or operated by Merchant and all third parties (other than Provider) designated by Merchant (e.g., a Web hosting Merchant, processor and other service providers), and for data transmitted to Provider. Merchant will not use, disclose, sell, and/or disseminate any cardholder information obtained in connection with a Payment (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing, and settling a Payment and resolving any Chargebacks, retrieval requests, or similar issues involving a Payment, other than pursuant to a court or governmental agency request, subpoena, or order. Merchant will use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints. Merchant agrees that it will comply with all Provider security protocols and security advisories in effect during the Term. Merchant is responsible for verifying the accuracy and completeness of all Payments submitted and processed by Provider associated with Merchant's account and verifying that all corresponding funds are accurately processed.

2.9. System Breach. Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Merchant system is breached, or is suspected of having been breached, and an unauthorized third party has access to or has accessed end-user data or Payment data, Merchant will notify Provider promptly of such breach and will take such precautions as may be necessary to prevent such breaches from occurring in the future.

2.10. Specific Prohibitions. Notwithstanding anything contrary in this Agreement, Merchant will not:

- i. rent, lease, assign, sublicense, transfer, distribute, allow access to, and/or time share the E-Payment System to or with any third party;
- ii. disassemble, decompile, decrypt, extract, reverse engineer and/or modify the E-Payment System, or otherwise apply any procedure or process to the E-Payment System in order to ascertain, derive, and/or appropriate for any reason or purpose the source code or source listings for the E-Payment System or any algorithm, process, procedure, or other information contained in the E-Payment System;
- iii. distribute, facilitate, enable or allow access or linking to the E-Payment System in any manner deemed by Provider in its sole and absolute discretion to be objectionable or harmful to the business and/or reputation of Provider and/or for any unlawful, illegal, pornographic, and/or injurious purpose;
- iv. make any use of the E-Payment System that impairs the functionality of the E-Payment System;
- v. make use of the E-Payment System in any way, other than in accordance with this Agreement or as otherwise instructed by Provider in writing;
- vi. use the E-Payment System, either directly or indirectly, to develop any product or service that competes with the products and/or services provided by Provider;
- vii. make any copies of the E-Payment System;
- viii. circumvent or attempt to circumvent any applicable security measures of the E-Payment System;
- ix. attempt to access or actually access portions of any Provider systems and/or software not authorized for Merchant's use; and/or
- x. use the E-Payment System in any manner, or in furtherance of any activity that may cause Provider to be subject to investigation, prosecution, and/or legal action.

2.11. Intellectual Property. Provider represents that it owns, licenses or has the right to use and will retain during the Term all proprietary rights in and to the E-Payment System and related materials that Provider may use in connection with implementation and operation of the E-Payment System. Merchant acknowledges that, as between Merchant and Provider, Provider owns, licenses and/or has the right to use, all right, title and interest, including without limitation any and all rights existing under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights in and to all of the intellectual property developed, owned, used and/or licensed by Provider in connection with its performance under this Agreement, including the E-Payment System (the "Provider IP") and that Merchant will not acquire any right, title, or interest in or to the Provider IP, including the E-Payment System. There are no implied licenses granted under this Agreement, and any rights not expressly granted to Merchant hereunder are reserved by Provider. Merchant will not take any action inconsistent with Provider's property rights in and to the E-Payment System, and/or any other intellectual property right of Provider.

2.12. Terminals. Merchant acknowledges and agrees that Provider may provide Merchant point of sale terminals solely for the purpose of permitting Customers to initiate Payments via the E-Payment System. Upon receipt, this hardware becomes the sole and exclusive property of the Merchant. Provider will facilitate processing of any warranty claims on the provided devices during the manufacturers' warranty period. Following the expiration of the manufacturers' warranty, Provider will subsidize proportions of the replacement cost of any defective or damaged device according to the following schedule:

1st year following warranty expiration: 25%

2nd year following warranty expiration: 50%
3rd year following warranty expiration: 75%
4th year following warranty expiration and beyond: 100%

2.13. Change Control Process. The Parties agree to use the Provider organizational standard change process "Change Control Process" for all changes requested by Merchant and agreed to by Provider. Provider may, in its sole discretion, change, modify and/or update the Change Control Process at any time provided that Provider provides at least ten days prior notice to Merchant.

2.14. Billing Terms. All pricing is contained in the SOW and any Amendments or Addendums that may be executed by the Parties. The proposed pricing model may contain no transaction related or recurring costs for the Merchant and could result in Merchant incurring no charges during a billing cycle. Provider will send Merchant a monthly invoice for any charges incurred. The invoices will include detail for volumes and the number of transactions processed.

Merchant shall pay invoices within thirty (30) days of issue. Invoices not paid within this period shall be charged interest which compounds daily. The interest rate shall be the lower of 18% simple interest, or the highest amount allowable under applicable law. This interest shall accrue from the issue date and shall continue until invoice is paid in full.

Merchant is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Provider) and other fees or assessments incurred as a result of the use of the E-Payment System by Merchant.

2.15. Customer Terms & Conditions. As part of the E-Payment System, the Customer will agree to the E-Payment System terms and conditions ("Disclaimer Language"). Provider may, in its sole discretion, change, modify and/or update the Disclaimer Language at any time provided that Provider provides at least ten days prior notice to Merchant.

3. DISCLAIMER OF WARRANTIES.

3.1. AVAILABILITY. PROVIDER MAKES NO WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE WORLD WIDE WEB OR TELEPHONE LINES, THE INTERNET AND OTHER GLOBALLY LINKED COMPUTER NETWORKS, OR THE WEBSITES ESTABLISHED THEREON INCLUDING THE E-PAYMENT SYSTEM, WILL BE UNINTERRUPTED OR ERROR FREE AND PROVIDER WILL IN NO WAY BE LIABLE TO MERCHANT OR CUSTOMER DUE TO ANY DISRUPTION OF PROVIDER'S E-PAYMENT SYSTEM OR NON-AVAILABILITY OF THE E-PAYMENT SYSTEM DURING WHICH CUSTOMERS ARE UNABLE TO ACCESS OR USE THE E-PAYMENT SYSTEM DUE TO A CONFIRMED PROBLEM THEREIN.

3.2. THIRD PARTY PRODUCTS. MERCHANT UNDERSTANDS AND AGREES THAT PROVIDER MAY USE THIRD PARTY PRODUCTS IN CONNECTION WITH THE E-PAYMENT SYSTEM OFFERED HEREUNDER. THESE PRODUCTS MAY INCLUDE FIREWALL SECURITY, WEB SERVER SOFTWARE AND ENCRYPTION SOFTWARE. PROVIDER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE OF SUCH THIRD-PARTY SOFTWARE, SPECIFICALLY INCLUDING ANY WARRANTY THAT PERFORMANCE WILL BE UNINTERRUPTED OR ERROR-FREE.

3.3. NO IMPLIED WARRANTIES. EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER PROVIDER NOR ANY THIRD PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE E-PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

4. NO CONSEQUENTIAL DAMAGES.

4.1. IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY THAT WOULD OTHERWISE HAVE BEEN LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. LIMITATION OF LIABILITY.

5.1. IN NO EVENT WILL PROVIDER'S LIABILITY EXCEED THE CONVENIENCE FEES PAID TO PROVIDER UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM).

6. INDEMNIFICATION.

6.1. Provider shall hold harmless, indemnify, and defend Merchant, and all of its officers, employees, and/or officials from any and all liability, actions, claims, losses, damages, or other costs of whatsoever nature that may be asserted by any THIRD PARTY arising from or in connection with the collection of payments by credit or debit card or through internet transactions pursuant to the terms of this Agreement.

7. TERMINATION.

7.1. **Termination for Cause.** Either party may terminate this Agreement at any time upon written notice to the other party as a result of any of the following events:

- i. any noncompliance with this Agreement which is not cured within thirty (30) days of notice thereof from the other party (except that no cure period is allowed for termination based on fraud); and/or
- ii. any voluntary or involuntary bankruptcy or insolvency proceeding involving the other party.
- iii. Additionally, Provider may terminate this Agreement, upon thirty (30) days' notice to Merchant, if Provider determines in its sole discretion that it is no longer economically prudent for Provider to absorb liability for Chargebacks.

7.2. **Effect of Termination.** Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts due and owing to the other party prior to such termination, including, without limitation any amounts owing in respect of Disputed Amounts.

7.3. **Survival.** The following Sections will survive any termination or expiration of this Agreement: General, Disclaimer of Warranties, No Consequential Damages, Limitation of Liability, Indemnification, & Miscellaneous.

8. MISCELLANEOUS.

8.1. **Promotion of Services.** Merchant will promote the use by Customers of the E-Payment System by, including, but not limited to, publishing relevant URL(s) and telephone numbers for the E-Payment System on the Merchant's home page, billing notices and promotional materials and distributing point of sale materials. All published materials referencing Provider or the E-Payment System will be approved for accuracy by Provider prior to publishing.

8.2. **Governing Law; Waiver of Jury Trial.** This Agreement will be governed by and construed in accordance with the laws of the State of Georgia without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought exclusively in Fulton County, Alpharetta, Georgia. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

8.3. **Binding Upon Successors and Permitted Assigns.** This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by a party without the other party's prior written consent, which consent will not be unreasonably withheld, and any attempted assignment or transfer without such consent is void; provided, however, that each party may, without the consent of the other party, assign this Agreement (and its rights hereunder) in connection with any reorganization, consolidation, merger, sale of stock, sale of substantially all assets and/or similar type of transaction(s), if the successor in interest to such assigning party assumes the obligations of the assigning party under this Agreement in writing, is properly licensed to conduct the business contemplated hereunder, and otherwise agrees to be bound by all of the terms of this Agreement.

8.4. **Relationship of Parties.** The relationship of Provider to Merchant under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency relationship between Merchant and Provider, nor will this Agreement be deemed to constitute a joint venture or partnership between Merchant and Provider.

8.5. **Limited Agent.** Notwithstanding anything to the contrary in this Agreement, Merchant hereby appoints Provider as its lawful agent to receive and process Payments and acknowledges and agrees that: (a) a Customer payment to Provider constitutes delivery of such payment to Merchant; and (b) Merchant will not hold Customer responsible for Provider's failure to deliver payment, but rather Merchant will seek redress only from Provider.

8.6. **Notices.** All notices required or permitted under the Agreement will be in writing and sent to the other party at the address specified on the signature page below or to such other address as either party may substitute from time to time by written notice to the other and will be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail, or personal or courier delivery to such address.

8.7. **Captions and Headings.** The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

- 8.8. **Waiver.** No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.
- 8.9. **Severability.** If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.
- 8.10. **Publicity.** The parties agree that they will not use the other party's name, trademark or service mark, or the existence of the contractual relationship in any press release, marketing, promotional, advertising, or any other materials without the other party's prior written consent.
- 8.11. **Amendment and Changes.** This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated, or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.
- 8.12. **Force Majeure.** Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this clause will affect or excuse a party's liabilities and obligations for Disputed Amounts.
- 8.13. **Entire Agreement.** This Agreement, including the SOW and Merchant Services Agreement for Sub-Merchants, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.
- 8.14. **Facsimile Signature and Counterparts.** An SOW or Amendment to this Agreement may be executed by exchange of signature pages by facsimile, e-mail and in any number of counterparts, each of which will be an original as against any party whose signature appears thereon and all of which together will constitute one and the same instrument.

RESOLUTION INTRODUCING A PROPOSED LOCAL LAW
TO CHANGE THE ZONING DESIGNATION OF CERTAIN REAL PROPERTY
FROM "INDUSTRIAL MANUFACTURING" ("M") TO "RURAL RESIDENTIAL" ("RR").

WHEREAS, the Town Board of the Town of Philipstown has before it a proposed local law entitled: "A local law to amend the Town Code Chapter 175 entitled 'Zoning' by revising the Zoning Map to change the zoning designation of certain real property from Industrial/Manufacturing ('M') to Rural Residential ('RR')"; and

WHEREAS, in order to consider adoption of the proposed local law it is necessary to first introduce it and hold 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;
- 2. That a public hearing on the proposed local law is set for November ____, 2022 at 7:30 o'clock p.m. and that due notice of the same is directed to be given by publication and posting; and
- 3. That the proposed local law shall be referred to the Town Planning Board for review and comment and to the County Planning Department pursuant to GML ¶239-m.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

- Judith Farrell, Councilwoman, voting _____
- Jason Angell, Councilman, voting _____
- Robert Flaherty, Councilman, voting _____
- Megan Cotter, Councilwoman, voting _____
- John Van Tassel, Supervisor, voting _____

**TOWN OF PHILIPSTOWN
LOCAL LAW NO. __ OF THE YEAR 2022**

A local law to amend the Town Code Chapter 175 entitled "Zoning" by revising the Zoning Map to change the zoning designation of certain real property from Industrial/Manufacturing ("M") to Rural Residential ("RR").

Be it enacted by the Town Board of the Town of Philipstown as follows:

Section 1. Purpose:

The purpose of this Local Law is to promote the public health, safety and welfare by amending Chapter 175 to the Town Code entitled "Zoning" to amend the zoning map to change the zoning designation of certain real property to be more compatible with surrounding properties.

Section 2. Municipal Home Rule Law.

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 3. Amendment of Code:

The Town of Philipstown Town Code Chapter 175, Section 175-8 entitled "Zoning Maps" is hereby amended to revise said Zoning Map by changing the zoning designation of a portion of the real property identified on the Town Tax Map as Section 17, Block 1, Lot 76.122 (i.e., 17.-1-76.112) from "M" to "RR," consisting of approximately 11.1 acres total.

Section 4. Severability:

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances, and the Town Board of the Town of Philipstown hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

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.

RESOLUTION # -2022

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

RESOLVED, that the Town Board of the Town of Philipstown hereby approves the purchase of a new Town Hall, Town of Philipstown sign for the front of the building from Signs Ink in the amount of \$2,350.00.

Signs Ink

3255 Crompond Road
 Yorktown Heights, NY 10598 US
 914-739-9059
 alex@signsink.com



INVOICE

INVOICE # 9489
DATE 10/03/2022
DUE DATE 10/03/2022

BILL TO

Town of Philipstown
 P.O. BOX 155
 Cold Spring, NY 10566

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Pin Letters	1	2,350.00	2,350.00T
	1" Thick Pin Mounted Letters with Spacers			
	Town of Philipstown 6"			
	Town Hall Installed			

Payments by credit card will be charged with 3% additional to invoice total.

SUBTOTAL	2,350.00
TAX	0.00
TOTAL	2,350.00
BALANCE DUE	\$2,350.00

1" thick Pin mounted letters with spacers (not flush)

COPPERPLATE GOTHIC



September 27, 2022

John Van Tassel, Supervisor
Members of the Town Board
Town of Philipstown
Town Hall, 238 Main Street
Cold Spring, NY 10516



RE: Hudson Highlands Reserve - Application for Approval of Alternate Road Standards

Dear Mr. Van Tassel and Members of the Town Board:

Accompanying this letter, you will find 8 bound copies of each of the following documents:

1. Letter Application for Approval of Alternate Road Standards from Richard L. O'Rourke, Esquire of the firm Keane & Beane dated September 27, 2022
2. Reduced copies of the Subdivision Plat and Construction Plans for the entire Hudson Highlands Reserve project
3. SEQRA findings dated June 16, 2022, as referred to in Mr. O'Rourke's letter.

Also submitted herewith are 4 sets of full-size prints of selected sheets from the subdivision plat and plan set for your records and use by the Town's consultants during their review of the application. The included sheets are those directly associated with that section of the subdivision's road system for which approval of Alternate Road Standards are being sought.

Should you need anything further, please do not hesitate to contact us. Thank you.

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

by
Glennon J. Watson, L.S.
845.265.9217 x214
gwatson@badey-watson.com

cc: Ulises Liceaga, Horton Road, LLC
File JV27SP22BP_SubmitsPlansAlternateRdStandards.docx

- **Main Office**
445 Hamilton Avenue
White Plains, NY 10601
Phone 914.946.4777
Fax 914.946.6868
- **Mid-Hudson Office**
200 Westage Business Center
Fishkill, NY 12524
Phone 845.896.0120
- **New York City Office**
99 Madison Avenue
New York, NY 10016
Phone 646.794.5747

September 27, 2022

VIA HAND DELIVERY

Honorable John Van Tassel, Supervisor
and Members of the Town Board
Town of Philipstown
238 Main Street
Cold Spring, NY 10516

RICHARD L. O'ROURKE
Senior Counsel
ro'rourke@kblaw.com

Re: Hudson Highlands Reserve
Application for approval of alternate road standards

Dear Supervisor Van Tassel and Members of the Town Board:

As you know Keane & Beane, P.C. represents Horton Road, LLC (the "Applicant"), and, on its behalf, respectfully submits this letter application requesting the Town Board's approval of certain alternate road standards pursuant to the Town of Philipstown Town Code (the "Town Code") § 150-16 to authorize construction of a road at 12% grade where the maximum grade permitted by the Town is 10%.

In support of the Applicant's request please find enclosed the following documents:

- Construction plans prepared by a professional engineer licensed to practice in the State of New York;
- A copy of the SEQRA Findings Statement, dated June 16, 2022, and adopted by the Planning Board on July 21, 2022; and
- A copy of Applicant's proposed subdivision plat.

THE PROJECT

The Applicant seeks to develop a conservation subdivision, referred to as the Hudson Highland Reserve ("HHR"). The Planning Board of the Town of Philipstown (the "Planning Board") reviewed the project as the Lead Agency under the State Environmental Quality Review Act ("SEQRA"). The Planning Board adopted the SEQRA Findings Statement on July 21, 2022 to complete the environmental review process. The project is located on the North Highlands section of the Town of

Honorable John Van Tassel, Supervisor
and Members of the Town Board
September 27, 2022
Page 2

Philipstown, generally east of Route 9 between Horton Road to the south and East Mountain Road North to the north. The overall project site comprises six tax parcels controlled by the Applicant, totaling approximately 210 acres (the "Property"). The project involves the construction of a conservation subdivision on the Property, containing 24 new residential lots (approximately 1 acre each), a commercial lot fronting Route 9, and a common lot to be owned by a Homeowners Association (HOA).

REQUEST FOR ALTERNATE ROAD STANDARDS

The main entrance road to the HHR subdivision is from Route 9. It will be called Highland Trail. As set forth in the Planning Board's SEQRA Findings Statement, the Route 9 access point is the most desirable access point to the Property. However, the proposed entrance road as designed must exceed the maximum permitted grade permitted for a roadway. Under Town Code § 150-19, the permitted maximum grade for a residential street is 10%. Grades of up to 12% are required along the entrance roadway in order to obtain access from Route 9 while minimizing the extent of cuts and fills along its profile to the greatest practical extent. All other roadways in the proposed subdivision will comply with maximum grade requirements. The Applicant requests the Town Board adopt a resolution to approve the alternate standards to permit construction of the entrance road at a 12% grade.

Under Town Code § 150-16, the Town Board may by resolution approve alternate standards for construction of a particular road, street or highway in a subdivision plat upon consideration of the review criteria set forth in Town Code § 150-16.C as follows:

- (1) The road, street or highway constructed to alternate standards will provide convenient traffic circulation, reasonable safety for vehicular traffic, adequate access for fire protection and other emergency services and a reasonable maintenance responsibility, all substantially in accord with the purpose and intent of [Chapter 150, Article III, Road Specifications].
- (2) The alternate standards will:
 - (a) Enable construction of a project of unusual design or merit;
 - (b) Avoid substantial damage to the environment;
 - (c) Enable access to a public facility;
 - (d) Achieve an overriding public purpose or benefit; or

Honorable John Van Tassel, Supervisor
and Members of the Town Board
September 27, 2022
Page 3

- (e) Be more appropriate to handle a large volume of vehicular traffic or other unusual traffic condition.

Constructing the entrance road at a 12% grade will allow the Applicant to provide access to the subdivision from Route 9. The area off of Route 9 consists of steep slopes. It is extremely difficult, if not impossible, to design the entrance road with a grade not to exceed 10% without excessive disturbance to the environment.

The Route 9 access will provide convenient traffic circulation and increase traffic safety to and from the subdivision. The entrance road will also provide adequate access for emergency service vehicles. In addition, compared to East Mountain Road North and Horton Road, Route 9 is most capable of handling the traffic to and from the site.

Consistent with the SEQRA findings, constructing the entrance road at a 12% grade will allow the Applicant to avoid substantial damage to the environment. The access road is located in an area of steep slopes and wetlands and traverses a very small portion of a floodplain area. The Applicant seeks to cause as little disturbance to this environmentally sensitive area as possible. It should be noted that the area surrounding the access road will be protected by a conservation easement.

For the reasons set forth herein, we believe the Applicant satisfies the review criteria set forth in Town Code § 150-16C.

CONCLUSION

We look forward to discussing the Applicant's request for approval of the alternate grade with the Town Board at the October meeting. We also respectfully request the Town Board consider referring the Applicant's alternate road standard application to the Town Planning Board at that time. Thank you for your consideration.

Very truly yours,

Richard O'Rourke

Richard L. O'Rourke
Senior Counsel

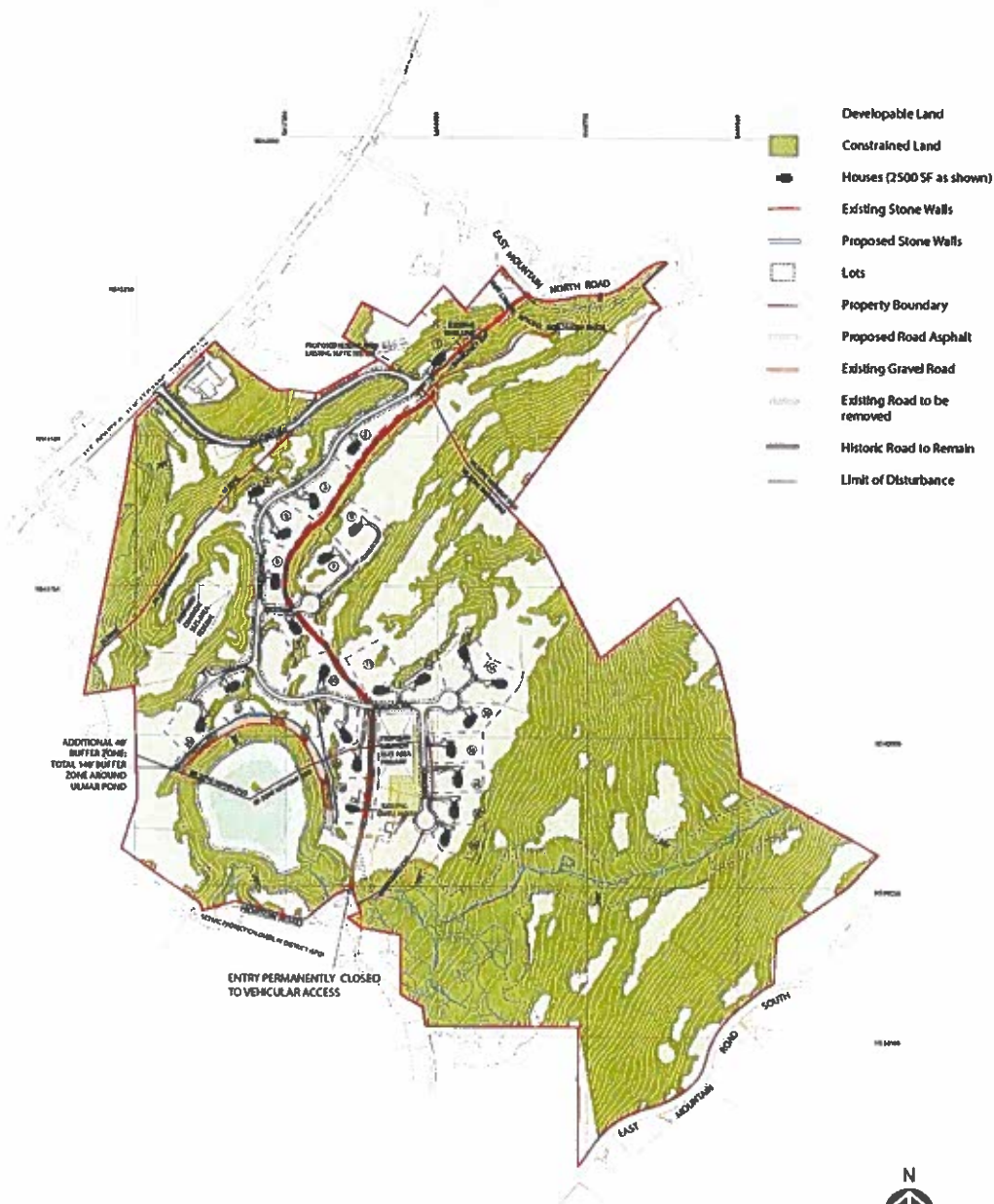
RLO/

CONSERVATION SUBDIVISION PLAN SET
PREPARED FOR
HUDSON HIGHLANDS RESERVE

BY
HORTON ROAD LLC

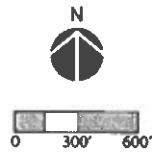
SITUATE IN THE
TOWN OF PHILIPSTOWN
PUTNAM COUNTY
NEW YORK

SEPTEMBER 2022



of & Engineering, P.C.
 if applicable of applicable
 of prepared by a
 2018, Subchapter 2 of
 a person,
 approximately there
 to scale one 1 inch to
 8 feet.
 Road Datum of 1988
 in the New York

02.2022 HHR SCHEMATIC MASTER PLAN



**PLANNING BOARD
TOWN OF PHILIPSTOWN, NEW YORK**

**Hudson Highlands Reserve Conservation Subdivision
Statement of Environmental Findings**

DATE: June 16, 2022

INTRODUCED BY: Kim Conner

SECONDED BY: Dennis Gagnon

WHEREAS, the Planning Board of the Town of Philipstown is serving as Lead Agency for the State Environmental Quality Review Act ("SEQRA") review of the proposed Hudson Highlands Reserve Conservation Subdivision project; and

WHEREAS, the Planning Board issued a Positive Declaration requiring the preparation of a Draft Environmental Impact Statement ("DEIS") on June 6, 2018; and

WHEREAS, the Planning Board determined to conduct a scoping process pursuant to 6 NYCRR 617.8 and conducted a public hearing on the draft scope on June 21, 2018, and a written comment period was held open until June 28, 2018; and

WHEREAS, the Planning Board adopted a Final Scoping document on July 19, 2018; and

WHEREAS, after review of the preliminary DEIS, which was revised twice between December, 2018 and May, 2019, the Planning Board determined the revised document was adequate and complete with respect to the adopted Final Scoping document on May 16, 2019; and

WHEREAS, on or about May 29, 2019, the DEIS Notice of Completion was published in the Environmental Notice Bulletin (ENB); and

WHEREAS, the Planning Board held a public hearing on the DEIS on June 20, 2019; and

WHEREAS, the public comment period on the DEIS was held open and extended until July 8, 2019; and

WHEREAS, the Applicant submitted a draft Final Environmental Impact Statement ("FEIS") to the Planning Board on or about July 15, 2021, which responded to all substantive comments on the DEIS, and also memorialized changes made to the subdivision layout by the Applicant (including removal of the Equestrian Center component); and

WHEREAS, the Planning Board directed its consultants to review the draft FEIS and to advise the Planning Board on the sufficiency of the document; and

WHEREAS, on September 15, 2021, AKRF, Inc. (Town Planning Consultant) and Ronald J. Gainer, PE, PLLC (Town Engineer) transmitted to the Planning Board and the Applicant the first memorandum identifying necessary revisions to the draft FEIS to ensure its adequacy and accuracy; and

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WHEREAS, the Planning Board held a regularly scheduled meeting which was duly noticed and open to the public, on September 16, 2021, to discuss the submitted document and to identify deficiencies in the submitted document with their consultants; and

WHEREAS, on October 5, 2021, AKRF, Inc. transmitted to the Planning Board and the Applicant a 2nd memorandum identifying necessary revisions to Appendices A and B of the draft FEIS (public hearing transcript and summary of written comments) to ensure its adequacy and accuracy; and

WHEREAS, on or about November 9, 2021, the Applicant submitted a revised draft of the FEIS containing revisions; and

WHEREAS, the Planning Board held a regularly scheduled meeting which was duly noticed and open to the public, on November 18, 2021, to discuss the submitted document and to identify deficiencies in the submitted document with their consultants; and

WHEREAS, between November 18, 2021 and November 23, 2021, AKRF, Inc. and Ronald J. Gainer, PE, PLLC transmitted to the Planning Board and the Applicant the 3rd and 4th memoranda identifying necessary revisions to the draft FEIS to ensure its adequacy and accuracy; and

WHEREAS, on or about December 2, 2021, the Applicant submitted a revised draft of the FEIS containing revisions; and

WHEREAS, on December 16, 2021, AKRF, Inc. and Ronald J. Gainer, PE, PLLC transmitted to the Planning Board and the Applicant a 5th memorandum identifying necessary revisions to the draft FEIS to ensure its adequacy and accuracy, and recommended accepting the FEIS as complete subject to editorial revisions identified in the memorandum; and

WHEREAS, the Planning Board held a regularly scheduled meeting which was duly noticed and open to the public, on December 16, 2022, to discuss the submitted document, identify deficiencies in the submitted document with their consultants, and provide comments on the proposed layout of the subdivision; and

WHEREAS, on or about March 3, 2022, the Applicant submitted a revised draft of the FEIS containing requested revisions as well as additional changes made to the subdivision layout in response to comments from the Planning Board (including removal of one lot and reconfiguration of the lots around the northern end of Ulmar Pond); and

WHEREAS, on March 11, 2022, AKRF, Inc. and Ronald J. Gainer, PE, PLLC transmitted to the Planning Board and the Applicant the final editorial revisions to the draft FEIS to ensure its adequacy and accuracy, and recommended accepting the FEIS as complete subject to editorial revisions identified; and

WHEREAS, the Planning Board held a regularly scheduled meeting which was duly noticed and open to the public, on April 21, 2022, to discuss the March 11, 2022 editorial revisions to the draft FEIS and the Applicant's changes to the subdivision layout; and

WHEREAS, the Planning Board, as Lead Agency, has reviewed the applicable standards of 6 NYCRR 617.9(b)(8) to evaluate the adequacy of the FEIS, and determined the FEIS to be complete, subject to integration of the recommended revisions, on April 21, 2022, and in the Planning Board's opinion, adequate for filing, circulation and publication; and

WHEREAS, subsequently, the FEIS was filed and distributed in accordance with 6NYCRR 617.12(b), a Notice of Completion distributed, and a notice published in the Environmental Notice Bulletin; and

WHEREAS, the Notice of Completion was published in the Environmental Notice Bulletin on May 4, 2022; and

WHEREAS, the complete FEIS was posted on the Town’s website on May 5, 2022; and

WHEREAS, the FEIS was filed with the Town, distributed by the Town to all involved and interested agencies, and made available for public review on May 5, 2022; and

WHEREAS, during the course of the SEQR review process the Planning Board has reviewed and considered the DEIS, the FEIS, the plans and materials submitted by the Applicant, reports and studies of its consultants, public comments and correspondence and comments from involved and interested agencies, all of which constitutes the record on which this Findings Statement is based; and

WHEREAS, the Planning Board has considered all comments during the EIS process, including comments made by involved and interested agencies and members of the public, as well as all comments submitted during the FEIS waiting period; and

WHEREAS, the minimum ten day waiting period between the filing of the FEIS and the issuance of a Findings Statement ended on May 15, 2022; and

NOW, THEREFORE BE IT RESOLVED that the Planning Board, as Lead Agency, determines that the requirements of SEQRA have been met, as evidenced by the recitals above; and

BE IT FURTHER RESOLVED, that having thoroughly reviewed and considered the DEIS, the FEIS, and entire record of this SEQRA proceeding, the Planning Board makes the following findings and determinations pursuant to SEQRA and 6 NYCRR § 617.11:

LOCATION AND DESCRIPTION OF PROPOSED PROJECT

The Proposed Project is located on the North Highlands section of the Town of Philipstown in Putnam County, New York, generally proposed to the east of Route 9 between Horton Road to the south and East Mountain Road North to the north. The overall Project Site comprises the six tax parcels controlled by the Project Sponsor, Horton Road LLC, totaling 210± acres, and identified as Parcels 1-6, as follows:

Parcel	Tax ID	Address	Acreage	Existing Zoning
1	17.-1-76.112	East Mountain Road South, Philipstown, NY	86.87±	RR/M
2	17.-1-77.2	East Mountain Road South, Philipstown, NY	27.70±	RR
3	17.-1-39	36 East Mountain Road North, Philipstown, NY	20.19±	RR
4	17.-1-76.21	145 Horton Road, Philipstown, NY	20.82±	RR
5	17.-1-76.111	East Mountain Road South, Philipstown, NY	50.03±	RR
6	17.-1-48	3590 Route 9, Philipstown, NY	4.50±	HC
Sources: Horton Road LLC, Putnam County eParcel (accessed April 2022)				

Hudson Highlands Reserve

The following zoning districts are mapped on the Project Site: RR-Rural Residential, M-Industrial/Manufacturing, HC-Highway Commercial, OSO-Open Space Conservation, CCA-Clove Creek Aquifer Overlay, Regional Aquifer, SPO-Scenic Protection Overlay (partial). The majority of the Project Site is zoned RR (Rural Residential). An approximately 11.1 acre portion of Parcel 1 fronting Route 9 is zoned M (Industrial/Manufacturing). The entirety of Parcel 6, also fronting Route 9, is zoned HC (Highway Commercial).

The Proposed Project involves the Project Sponsor's proposal to construct a conservation subdivision (pursuant to Town Code §175-20) on the Project Site, containing 24 new residential lots (approximately 1 acre each), a commercial lot fronting Route 9, and a common lot to be owned by a Homeowners Association (HOA).

Appendices I and J to the DEIS contain drafts of the Bylaws and the General Rules and Regulations of the HOA. Every homeowner will be required to join the HOA and the HOA will enforce the Bylaws and General Rules and Regulations of the HOA, such as limits on the use of pesticides and fertilizers, as allowed by the terms and provisions of the HOA. The final version of the HOA agreement documents, including the provisions for enforcement of limitations and prohibitions on homeowners' activities, will be submitted by the Project Sponsor for review and approval as part of the Town's subsequent site plan and subdivision review process. During site plan and subdivision review, the Planning Board will review the HOA's rules and mechanisms for enforcement to ensure that the mitigation measures proposed through the HOA, and described throughout this Findings Statement, are made conditions of any approval and ultimately implemented.

New construction of homes will occur on 22 of the 24 proposed residential lots, because two of them (proposed Lots 1 and 20) contain existing structures already found on the Project Site. One of these structures, referred to in the DEIS and FEIS as the former "Frisenda House" will comprise Lot 1 and will also retain its existing sewage disposal field. Another structure, referred to as the former "Ulmar House" (currently used as a residence) will comprise Lot 20. A third structure, a 19th century barn on the proposed common lot, is proposed to be adaptively reused to serve as a community clubhouse for the subdivision's HOA.

Approximately 78 percent of the Project Site (163 acres out of 210 acres) would be preserved as permanent open space through a Conservation Easement, which includes Ulmar Pond, Clove Creek, all delineated wetlands and watercourses, as well as their adjacent upland areas. Of the approximately 47.1 acres not contained within the Conservation Easement, approximately 31.9 acres would constitute the 24 proposed residential lots and the existing commercial parcel along Route 9. The remaining approximately 15.2 acres includes the common area to be controlled by the HOA including proposed rights-of-way, stormwater management features and the primary and reserve common subsurface sewage treatment system (SSTS).

Primary access to the Proposed Project would be from a new non-gated access road that would be constructed from Route 9. Access into the Project Site is currently provided by unpaved drives accessible from both East Mountain Road North and Horton Road. One of these drives is a historic dirt road that runs the length of the Project Site from Horton Road to East Mountain Road North. Most of this historic road will fall within the Conservation Easement area, but a portion of it would be utilized as a driveway for homes on the east side of Ulmar Pond. An additional unpaved drive accessible from Horton Road was installed by a former property owner (Lyons). A portion of the historic road from East Mountain Road North had also been improved for use as a driveway to access the former Frisenda House. The Project Sponsor proposes to retain the Lyons and Frisenda access points for emergency purposes only, and as illustrated on

the subdivision layout presented in the FEIS, the emergency access roads would connect to the proposed Highlands Trail and Reserve Road. Locked gates, equipped with Knox Boxes, would be installed at these access points from East Mountain Road North and Horton Road.

A copy of the proposed Conservation Easement was provided in Appendix K of the DEIS. The area of the Project Site originally determined to be the required area subject to a Conservation Easement, as required by the Town Code and provided in the Conservation Analysis Findings (DEIS Appendix B), was 154.1 acres. As noted above, the Project Sponsor proposes 163 acres for the Conservation Easement. Pursuant to the Town Code, the Conservation Easement must be granted to the Town (with the approval of the Town Board), or to a qualified not-for profit conservation organization or other governmental body acceptable to the Planning Board. Construction of the Proposed Project will not move forward without designation of an easement holder by the Project Sponsor. The Planning Board will have the ability to require that the designation of an easement holder be either a prerequisite to, or condition of, a future site plan/subdivision approval. At this time, the Project Sponsor has not designated the easement holder, but has prepared an agreement setting forth the rules and regulations associated with the Conservation Easement. Regardless of whom the easement holder is, the Conservation Easement Agreement grants a third-party enforcement right to the Town of Philipstown. As such, the Town and the easement holder would both have the ability to enforce the provisions of the Conservation Easement Agreement.

According to the Project Sponsor, the protected land to be part of the Conservation Easement would provide the following functions:

- Protect important habitat and wildlife corridors;
- Provide a block of undisturbed contiguous forest that would support the functions of the nearby unfragmented forest within Fahnestock State Park;
- Preserve and protect Ulmar Pond, as well as a 140-foot buffer proposed around the pond;
- Preserve and protect Clove Creek, all delineated wetlands and the bifurcated stream system on the Project Site (including buffers proposed in excess of regulatory requirements);
- Preserve the area occupied by the historic stonewall-lined road as a cultural and recreational resource; and
- Through the HOA, homeowners would be prohibited from utilizing the neighboring preserved open space for any purposes other than passive recreation.

According to the Project Sponsor, all areas subject to the Conservation Easement would be preserved in a natural state. No alterations, including boundary markers, are being contemplated. The one exception is where homes are proposed in proximity to Ulmar Pond. In this area, the Conservation Easement would be contained within a 140-foot buffer around the pond, and defining the boundary between the lot lines of residential properties and the 140-foot buffer is critical to the protection of the pond. Therefore, the residential property lines in this area would be demarcated by a low stone boundary marker using indigenous fieldstone, similar to “farmer’s walls” already found elsewhere on the Project Site.

In order to facilitate the Proposed Project, the Project Sponsor seeks approval from the Philipstown Town Board to change the zoning designation of approximately 11.1 acres of Parcel 1 along Route 9 from M to RR. No zoning change is proposed for the commercial (HC-zoned) Parcel 6, since this parcel would remain commercial and would not be part of the HOA that would manage the proposed subdivision. However, Parcel 6 has been included on the

subdivision plat to provide for a proposed lot line adjustment that would make the proposed entry road part of the common property within the subdivision. If the requested zoning change for the 11.1 acres of Parcel 1 along Route 9 from zone M to zone RR is not granted by the Town Board, the Proposed Project's residential lot count (as specified in the FEIS Plan) will decrease by two lots, from 24 to 22 (two permitted lots were derived from the acreage currently within zone M). The Town Board must also approve alternative road standards and the formation of a Sewage Works Corporation and sewer district. The Proposed Project would also require site plan approval and subdivision approval from the Philipstown Planning Board.

In addition to the above-referenced Town approvals, the Proposed Project will require multiple permits from county and state agencies. The Putnam County Department of Health has authority to grant permits for the water and sewer systems, and due to the Proposed Project's location on a state highway, it must be reviewed by the Putnam County Planning Board under a General Municipal Law Section 239-m Referral. The Proposed Project will also require a Highway Work Permit from the New York State Department of Transportation (NYSDOT) and a State Pollution Discharge Elimination System (SPDES) permit and a potential stream disturbance permit from the NYSDEC.

In response to public comments on the DEIS, the Project Sponsor reduced the scale of the Proposed Project for the FEIS. The most significant change made was the elimination of a proposed 11-acre Equestrian Center originally planned to board a maximum of 40 horses on the Project Site. The removal of the Equestrian Center resulted in a reduction in impervious surfaces associated with this use (building and associated parking area), a reduction in length for the three main internal roads proposed (Highlands Trail, Forest Court and Ulmar Pond Drive), and also allowed for the relocation of some of the proposed residential lots. In addition, in response to several comments from Planning Board on the FEIS, the Project Sponsor eliminated three homes directly to the west and south of Ulmar Pond. This reduction has also allowed for the design of Ulmar Pond Drive to be reconfigured from a cul-de-sac to a short drive with a turnaround serving just two homes.

The project presented in the DEIS (a 25-lot conservation subdivision with equestrian center) is herein referred to as the "DEIS Plan." The modified plan presented for the FEIS (a 24-lot conservation subdivision without an equestrian center) is herein referred to as the "FEIS Plan" (aka the Proposed Project).

As summarized above, the Proposed Project evolved throughout the SEQRA review process. In addition to the analysis of the DEIS Plan and a No Action Alternative, the DEIS included an analysis of the following four development alternatives:

- Conventional Subdivision with Equestrian Center
- Equestrian Center with no Residential Subdivision
- Alternative Cluster Layout with Equestrian Center
- Alternative Conservation Subdivision with smaller Equestrian Center

The Lead Agency has determined that the DEIS Plan and the four alternatives presented in the DEIS (all of which included an equestrian center) would not satisfactorily achieve the Town's development goals for the Project Site or would result in various adverse environmental impacts. Therefore, this Findings Statement pertains to the FEIS Plan (aka the Proposed Project).

The table below summarizes the changes made to the Proposed Project between the DEIS and the FEIS.

SEQRA Findings Statement

Project Component	DEIS Plan	FEIS Plan	Net Change
Residential Lots	25	24 ¹	-1 ¹
Proposed New Homes	24	22	-2 ²
Proposed Community Building (HOA, former Barn)	1	No change	No change
Equestrian Center	11 acres (Originally proposed as part of Conservation Easement area)	Removed From Plan	Reductions to overall limits of disturbance, excavation, impervious surfaces, and water/sewer demand (see below)
Proposed New Homes Around Ulmar Pond	7	4	-3
Conservation Easement Area	170.8	163	-7.8 ³
Total Project Site Disturbance	45.7 acres (22% of total Site)	38.1 acres (18% of total Site)	-7.6 acres
Total Impervious Surfaces	11.1 acres	7.7 acres	-3.4 acres
Total Excavation (gross cut/fill)	28,792 CY spoil	10,487 CY spoil	-18,305 CY spoil
Anticipated Water Demand	24,000 GPD	17,700 GPD	-6,300 GPD
Floodplain, Wetland and Watercourse Disturbance	None for wetlands/watercourses; Floodplain Development Permit for entrance road	No change	No change
Primary Site Access	Route 9	Route 9	No change

Notes:
 CY = cubic yards
 GPD = gallons per day
¹ If the requested zoning change for the 11.1 acres of Parcel 1 along Route 9 from zone M to zone RR is not granted by the Town Board, the Proposed Project's residential lot count (as specified in the FEIS Plan) will decrease by two lots, from 24 to 22 (two permitted lots were derived from the acreage currently within zone M).
² The former Frisenda residence (Lot 1) was planned to be used as a maintenance facility in the DEIS Plan. It is now proposed to be one of the 24 homes in the subdivision. This, along with the reduction of the unit count from 25 to 24 homes, resulted in the reduction of newly constructed homes from 24 to 22, with 2 homes being pre-existing (the existing Ulmar House on proposed lot 20 had always been included as part of the total unit count). Accordingly, the early 19th century barn, which will be adaptively reused to serve as the community center, will now be the only non-residential building in the subdivision (not including the commercial lot).
³ The DEIS plan identified 170.8 acres to be included in the Conservation Area, which included 11 acres within the area identified for the formerly planned Equestrian Center (in accordance with recreational uses allowable within Conservation Areas). The Conservation Area originally included areas where some of the permanent stormwater management practices were to be located, along with the primary subsurface sanitary disposal field and the early 19th century barn structure. Being considered instead as features of the "developed" landscape, these areas were removed from the proposed Conservation Easement Area as part of the FEIS Plan.

Sources: Horton Road LLC

As noted in the FEIS, following approval of plans and all other requested permits through the Town, the Project Sponsor envisions that construction of the Proposed Project would be phased as summarized in the bulleted list below. However, this conceptual phasing is subject to refinement as the project proceeds through the site plan review process. Each phase would involve all necessary grading, installation of necessary erosion/sediment controls, stormwater management, utility infrastructure, etc. (refer to FEIS Figure 5 and related text for additional detail).

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- Phase 1: Construction of the proposed entrance road from the rear of the existing commercial building and construction of a portion of Highlands Trail.
- Phase 2: Extension of Highlands Trail to Forest Court.
- Phase 3: Extension of Highlands Trail from Forest Court to its terminus just past Reserve Road; installation of septic tanks and pump station for the common SSTS.
- Phase 4: Installation of a diversion swale on the hillside, construction of Reserve Road and installation of the fields for the common SSTS.
- Phase 5: Construction of Highlands Trail to its connection with Route 9.
- Phase 6: Construction of Forest Court.
- Phase 7: Construction of Ulmar Pond Drive.
- Phase 8: Construction of the fill pad for the reserve SSTS.

The construction of new roadways and infrastructure will include grading of driveways to a point 50 feet into the individual lots and will also include installation of the common landscaping proposed within each phase. Construction of each phase may not necessarily be completed before moving to the next. However, no more than 5 acres will be disturbed at any one time.

Construction of new homes cannot proceed until the community SSTS is in service. It is currently envisioned that one model home will be constructed during Phase 2, prior to the construction of the common SSTS. The plumbing for this home will not be in service until it is connected to the completed common SSTS. The Project Sponsor anticipates that all 22 new homes will have approximately 2,500-3,000 square feet of total floor area, a maximum height of three stories (or 30 feet) and will be constructed to LEED for Homes Platinum standards. As noted above, Appendices I and J to the DEIS contain drafts of the Bylaws and the General Rules and Regulations of the HOA. Included within these regulations, among several other topics, is the Project Sponsor's requirement that that site plans for all construction be approved by the HOA's Architectural Review Board. Building permits through the Town's Building Department will also be required for all new homes. In accordance with the Philipstown Zoning Code, the development of any lot containing a dwelling with a proposed footprint greater than 3,000 square feet would be subject to Site Plan review by the Planning Board. While the conceptual plans studied during the SEQRA process incorporated suggested house/driveway locations, the Planning Board is ultimately responsible for establishing specific "yard" requirements that will be applicable to the development of the individual lots during the Planning Board's Site Plan and subdivision review stage.

Throughout the SEQRA process, the Project Sponsor has made various commitments related to the Proposed Project's final design and operation. These commitments, to be enforced through the Town, the HOA, and/or other reviewing agencies, include but are not limited to the following:

- Installation of a southbound left-turn lane into the Proposed Project from Route 9 (subject to NYSDOT approval);
- In order to avoid additional site disturbance and related impacts associated with the installation of a suction hydrant at Ulmar Pond, all new homes will be individually sprinklered;
- Referral to the North Highlands Engine Company No. 1 will occur during site plan and subdivision review;

- No horses or horseback riding will be permitted within the Proposed Project's conserved lands;
- Limiting the amount of lawn area on each residential lot to no more than 2,000 square feet;
- All driveways and parking pads will be designed to be pervious;
- A prohibition on the construction of exterior swimming pools on individual residential lots; and
- All proposed homes will be for single-family use only (no short-term rentals will be allowed).

EVALUATION OF POTENTIAL IMPACTS AND MITIGATION

The following discussions on potential impacts and mitigation follows the organization of topical headings (and subheadings) covered in the DEIS and FEIS. As noted above, following issuance of a Positive Declaration, the Planning Board, as lead agency, adopted a Final Scoping document on July 19, 2018, which set forth the following four areas of potential environmental impacts to be analyzed:

- Water Resources;
- Vegetation and Wildlife;
- Zoning and Land Use; and
- Community Character.

WATER RESOURCES

Stormwater

The Proposed Project would convert approximately 38.1 acres of naturally vegetated surfaces to developed surfaces, of which approximately 7.7 acres would be impervious, and approximately 30.4 acres would be comprised of either lawn and landscaping on residential lots, stormwater practices or common septic areas. While the Project Sponsor will require the use of pervious designs for all driveways and parking pads, the stormwater analyses contained in the DEIS and FEIS assumed that all new structures, driveways, and parking pads would be impervious. The impervious surfaces would no longer allow stormwater infiltration, and if left without mitigations described below, would therefore result in an increase in the rate of stormwater runoff.

The changes to the surface of the Project Site that would result from the construction of the Proposed Project, if left uncontrolled, could cause significant erosion and sedimentation. Erosion could occur in several areas of the Site if stormwater were to flow off of the manmade improvements in an uncontrolled manner. Sedimentation, if uncontrolled, could foul Ulmar Pond, Clove Creek and its associated wetlands. As described further below, through the incorporation of measures required by the Town and other permitting agencies, which would be included as part of the Proposed Project's final design and memorialized as conditions of future site plan/subdivision approval, these potential impacts would be mitigated to the maximum extent practicable.

As the Proposed Project would result in disturbance of more than five acres of land, it requires the preparation of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP must be prepared in accordance with Chapter 147A of the Philipstown Town Code and the requirements

of the latest New York State Department of Environmental Conservation's (NYSDEC) State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges (GP-0-20-001).

A Preliminary SWPPP includes an anticipated construction sequence that was prepared by the Project Sponsor for the DEIS Plan and updated for the FEIS Plan. The final SWPPP will be prepared as part of the site plan/subdivision approval process by the Planning Board (and reviewed by the Town Engineer), when the planned construction has been fully designed. The final SWPPP will address treatment of the water quality volume, infiltration of the required runoff reduction volume and attenuation of any peak volume flow rates for the 1-, 10- and 100-year storm events. The final SWPPP analyzes the pre- and post-construction conditions of the Project Site at critical design points based on where the stormwater leaves the Site. The majority of the Project Site currently discharges stormwater toward Ulmar Pond, which ultimately discharges to Clove Creek. The remainder of the Project Site discharges directly toward Clove Creek.

The final SWPPP will compensate for the loss of natural stormwater treatment, resulting in no net increase in the peak rate of stormwater exiting the Proposed Project when compared to existing conditions. Post-construction stormwater practices will be designed and implemented to achieve these goals, and these include the use of cisterns, the development of bioretention areas, rain gardens and dry detention ponds. The final SWPPP will also include the development of an Erosion and Sediment Control Plan that will be implemented prior to any land disturbance.

As required, the proposed stormwater management measures do not have to provide storage for the entire volume of runoff generated, but will be designed to reduce the rate of stormwater runoff offsite to be equal to or below pre-development levels. The stormwater will continue to discharge to the same areas as it does currently, but will first enter permanent post-construction stormwater management elements designed according to the NYSDEC Stormwater Design Manual to provide water quality treatment for the required water quality volume, recharge the required runoff reduction volume, and attenuate any increase in peak flow for the 10- and 100-year storm events.

A final SWPPP must be approved by the Town as part of subdivision and site plan approval, and before site preparation can commence. The final SWPPP will include stormwater pollution prevention techniques before, during and after construction is complete, such as:

- Limiting disturbance to a maximum of 5 acres at any one time;
- Temporarily and permanently stabilizing disturbed areas as soon as possible after particular tasks have been accomplished;
- Revegetation with appropriate plant materials;
- Use of erosion control fencing and hay bales;
- Use of temporary and permanent sediment traps;
- Use of turf reinforcement mats and other bio-technical measures;
- Installation of rain gardens where appropriate;
- Installation of level spreaders to avoid concentration of stormwater runoff;
- Installation of check dams in gutters and swales to slow stormwater flows allowing the water to drop eroded material;
- Infiltrating stormwater; and

- Regularly and professionally inspecting the site for adherence to the SWPPP.

The final Town-approved SWPPP would be effective for the life of the Proposed Project. The methods outlined in the “NYS Standards and Specifications for Erosion and Sediment Control” provide guidance and methods that are to be employed in the plan. As presented in the DEIS, the Project Sponsor believes that soil tests performed at the Project Site both for the Proposed Project and the Lyons Soil Mine plan previously proposed on the Project Site provide sufficient depth of soil to expect that infiltration of stormwater would be viable.

The Town will require construction activities to be regularly inspected, not only by the Project Sponsor’s engineer, but also by an inspector employed by the Town. The HOA will be responsible for the maintenance of all permanent stormwater management elements found in common areas, as well as those proposed on individual lots (rain gardens, etc.) The implementation of the required SWPPP along with the Town and HOA’s oversight would mitigate the potential for significant adverse impacts associated with construction on the Project Site to the maximum extent practicable. These measures would adequately prevent significant erosion on the slopes upstream of receiving waters, both during and following construction, as well as preventing significant downstream siltation from occurring as a result of the Proposed Project.

Ulmar Pond

Ulmar Pond is an approximately 5.7-acre impounded waterbody found on the Project Site, controlled by a dam at its southern boundary. Ulmar Pond outlets via a small spillway through the dam to NYSDEC Wetland #WP-17, which lies on both sides of Horton Road. The pond and the wetland drain offsite to Clove Creek via a tributary that passes under Horton Road.

As described above, the Project Site contains three existing structures that would be incorporated into the Proposed Project (two are existing homes on proposed Lots 1 and 20). The existing structure to be located on proposed Lot 20 is currently used as a residence, and it is located on the east side of Ulmar Pond, approximately 250 feet from the edge of the pond. The third structure is an historic early 19th century barn on the proposed common lot, which is proposed to be adaptively reused as a community center. As depicted in Figure 12 of the FEIS, as the layout of the Proposed Project evolved since 2014, in response to comments by the Planning Board and the public, the number of proposed new structures around Ulmar Pond (i.e. not including the existing residence to remain) has been reduced from eleven to four. The DEIS Plan from 2019 included six new homes around the edge of Ulmar Pond (reduced to four with the FEIS Plan). The eleven original structures around the pond depicted in the 2014 scheme (shown in FEIS Figure 12) included elements of the formerly proposed Equestrian Center. The four new structures proposed in the vicinity of Ulmar Pond as part of the FEIS Plan are exclusively single-family homes, and all four would be located around the northern third of the pond. No new development or other site disturbance is proposed around the southern two-thirds of the pond, which includes the inflow from a braided watercourse/wetland system and the outflow to Clove Creek. The removal of homes from the southern extent of Ulmar Pond has increased the amount of natural connection between the preserved areas on the eastern portion of the Project Site with the preserved areas on the western portion around Clove Creek.

As depicted on the FEIS Plan and described throughout this Findings Statement, a 140-foot buffer is proposed between the edge of Ulmar Pond and the rear property lines of the lots proposed adjacent to the pond. This 140-foot buffer will be part of the Conservation Easement and will be maintained undisturbed, with no land clearing or tree cutting permitted within it. It

should be noted however, that the closest proposed home to Ulmar Pond is approximately 171 feet from its edge. The proposed separation distance for lot lines (140 feet) and the closest home (171 feet) is beyond the regulated 100-foot buffer required by the Town Code. All other proposed development would be more than 200 feet away from any open water. All homes proposed near the north end of Ulmar Pond would be at an elevation between 30 and 50 feet above the pond.

Through the required SWPPP previously described, stormwater runoff from developed surfaces will be directed to stormwater management and treatment facilities prior to entering Ulmar Pond. The Project Sponsor has further noted that through the modifications made to the subdivision layout between the DEIS and FEIS, any runoff from surfaces around the four homes now proposed near the north end of Ulmar Pond will be impeded by, and have to filter through, a stone wall that will be built at the rear property line of these lots, and then flow through the 140-foot preserved buffer (to be part of the Conservation Easement) which contains well-established natural vegetation, all of which would provide additional filtration and treatment. As described in the FEIS, Ulmar Pond will be monitored while construction is in progress nearby to ensure that erosion and sedimentation controls are effective. During site plan and subdivision review, the Planning Board will define the specific protocol to be followed for this monitoring program (responsible party, required timeframes, etc.) and make such protocol a condition of any approval.

Through establishment of the HOA, the Project Sponsor has committed to these additional measures to address potential impacts to Ulmar Pond:

- Imposing Covenants and Restrictions on all lots that will prohibit the use of chemical fertilizers, pesticides, and herbicides;
- Restricting the amount of development that can occur on a lot, including guidelines such as:
 - Total lawn area shall be no more than 2,000 square feet per residential lot;
 - No more than one driveway can be approved on any individual residential lot;
 - Patios shall extend no farther than 20 feet from the side of a house;
 - Decks shall not be more than 1/8 the square footage of the house; and
 - A prohibition on the construction of exterior swimming pools on individual residential lots
- Constructing the above-referenced boundary marker (stone wall) along the 140-foot pond buffer line to restrict the extent of lawns on the residential lots near the pond;
- Prohibiting the cutting of trees and land clearing within the 140-foot pond buffer;
- Prohibiting dumping of grass clippings and landscape debris within the 140-foot pond buffer; and
- Charging the HOA with the responsibility of inspecting and enforcing the restrictions within the buffer area.

The Proposed Project includes a central sewerage system and a common SSTS. All of the lots around the pond will be required to connect to this system, which is proposed approximately 350

feet from the eastern edge of the pond. As a result, these lots would not be introducing effluent into the ground immediately surrounding sited homes or the pond.

Currently, Ulmar pond is not actively managed, and according to information presented in the DEIS, is experiencing excessive nutrients, algal blooms, and imbalanced biological communities (phytoplankton, zooplankton, fish and aquatic plants). The Project Sponsor has committed to implementing measures, developed in consultation with a lake management firm to be retained by the HOA, to restore and maintain the health of the pond. The Project Sponsor has committed to have the HOA, through the assistance of the retained lake management firm, prepare and implement a pond management plan to ensure permanent care for the pond once the Proposed Project is constructed. In addition, the retained lake management firm will be responsible for baseline sampling of the pond prior to construction, and continuous monitoring of Ulmar Pond while construction is in progress nearby to ensure that the planned erosion and sedimentation controls are effective. The HOA, which every homeowner would be required to join, will also enforce limits on the use of pesticides and fertilizers via a homeowner's agreement. Through the above-referenced design modifications that have occurred over the course of the Planning Board's review of the Proposed Project, the use of a lake management firm to maintain the health of the pond during construction and operation, and other measures to be enforced through the HOA, potential impacts to Ulmar Pond, including any adverse increase in nutrient loading, would be mitigated to the maximum extent practicable.

On-Site/Off-Site Wetlands and Clove Creek

As depicted in Figure 19 of the DEIS, an interconnected network of field-delineated wetlands and watercourses is located on the Project Site. All on-site delineated wetlands, described below, would be preserved as part of the Conservation Easement.

A large hillside wetland and bifurcated watercourse system is located on the southeast portion of the Project Site. This system flows west and crosses beneath an access road adjacent to Horton Road through a series of small culverts, and ultimately drains into Ulmar Pond. Ulmar Pond outlets via a small spillway through the dam to NYSDEC Wetland #WP-17, which lies on both sides of Horton Road. The pond and the wetland drain offsite to Clove Creek via a tributary that passes beneath Horton Road. Clove Creek consists of a large perennial stream with adjacent riparian wetlands (including NYSDEC Wetland #WP-19). Clove Creek crosses the far western edge of the subject property before exiting under Route 9. A small manmade depression, which was created by the initial construction for an access road from Route 9 is located on the Project Site just east of where Clove Creek passes under Route 9. This depression supports a pocket of wetland vegetation, but has no connection to Clove Creek or other wetlands.

The Proposed Project would not involve any direct disturbance to on-site or adjacent wetlands, therefore no significant adverse impacts to wetlands are anticipated.

In earlier iterations of the Proposed Project, the proposed entrance road would have been located within 100 feet of Clove Creek where it passes under Route 9, although there would have been no direct impact due to the presence of a small ridge intervening between Clove Creek and the originally proposed entrance road location. Regardless, the Project Sponsor subsequently purchased the neighboring commercial property to the north for the purpose of moving the entrance road outside of the 100-foot regulated buffer adjacent to Clove Creek.

Due to the distance between Clove Creek and the Proposed Project's limits of disturbance, no direct impacts to Clove Creek would result from the Proposed Project. Similar to Ulmar Pond, the potential for indirect impacts to Clove Creek from stormwater runoff would be mitigated to

the maximum extent practicable through the Project Sponsor's implementation of a Town-approved SWPPP and erosion/sediment control plans. In addition, the Project Sponsor has committed to monitor Clove Creek while construction is in progress nearby to ensure that the planned erosion and sedimentation controls are effective. During site plan and subdivision review, the Planning Board will define the specific protocol to be followed for this monitoring program (responsible party, required timeframes, etc.) and make such protocol a condition of any approval.

Floodplains

The locations of the 100-year and 500-year floodplains are shown relative to the DEIS Plan on Figure 22 of the DEIS, and these locations relative to the FEIS Plan are unchanged. A small portion of the overall Project Site is located in a designated 100-year floodplain. This area is associated with and immediately adjacent to Clove Creek at the western edge of the Project Site. However, with the exception of about 140 square feet of the proposed entry road, the Proposed Project would be located at a higher elevation and distant from the floodplain. Figure 22 of the DEIS also shows that during a 500-year storm, the swale along the edge of Route 9 in front of the access road would be subject to flooding. However, construction within the 500-year floodplain is not regulated.

The Proposed Project's entrance road must transverse the 100-year floodplain. Therefore, in accordance with Town Code Section 90, a Floodplain Development Permit will be sought for the development of the entrance road for the Proposed Project. Construction of the Proposed Project (as currently designed) will not move forward without issuance of the Floodplain Development Permit, which is issued by the Town's Building Department following any approval for a site plan and/or subdivision that involves the 100-year floodplain. The affected portion of the 100-year floodplain is limited to a small portion of a roadside swale located in the Route 9 right-of-way, outside of the Project Site boundary. As this is the only acceptable access point to the site, avoidance of the disturbance is not possible. Depending on the final design of the entrance road, this swale may be converted to a culvert, in which case, the storage capacity of the floodplain would remain unchanged, or it may be filled, in which case the disturbance would be mitigated with grading adjacent to the entrance road to regain the storage capacity. Either design would provide comparable floodplain capacity that would satisfy the requirements of the Floodplain Development Permit as described in Town Code Chapter 90, and no significant adverse impacts to the floodplain are anticipated.

Groundwater Resources

As noted in the FEIS, the average daily water demand for the Proposed Project would be approximately 17,700 GPD including a 15 percent safety factor (6,300 GPD less than the DEIS Plan that included the Equestrian Center). The 17,700 GPD total includes the demand from the two existing houses and the commercial building on Route 9 (approximately 2,200 GPD). Therefore, the net increase in demand attributable to the 22 new homes would be approximately 15,500 GPD. Each lot containing a new home would have its own well. As documented in the DEIS, the annual groundwater recharge within the boundaries of the Project Site is estimated at 65,568,911 gallons per year, or about 179,641 GPD. The DEIS Plan's water demand represented approximately 10.3 percent of the Project Site's daily groundwater recharge rate, which through the FEIS Plan has been reduced to approximately 9.8 percent.

Through the modifications to the Proposed Project between the DEIS and FEIS, the anticipated water demand has been reduced to the maximum extent practicable. As part of the required

review process with the Putnam County Department of Health, it is possible that some proposed wells would require a drawdown test to assure that the new wells required for the subdivision would not impact the existing capacity of other nearby wells. Through this regulatory mechanism that exists for all new residential construction in the Town, no significant adverse groundwater impacts are anticipated due to groundwater extraction.

Some residential activities, such as lawn maintenance and pest control, have the potential to introduce contaminants that could impact groundwater quality. Pesticide and herbicide use will be strictly regulated by the HOA. According to the draft of the Bylaws and General Rules and Regulations of the HOA contained in the DEIS, the use of pesticides and herbicides will be prohibited unless the holder of the Conservation Easement otherwise expressly consents prior to use, and unless such use is legal and in accordance with all applicable laws, rules, and regulations, and the manufacturer's directions.

Wastewater from all homes in the Proposed Project will be treated through the proposed common SSTS, eliminating the potential for contamination from a poorly maintained system on an individual lot. The common SSTS will also be maintained by the HOA. The primary SSTS is located approximately 350 feet to the east of Ulmar Pond and more than 1,400 feet from Clove Creek. The proposed SSTS reserve area is located approximately 380 feet from Clove Creek. The proposed reserve area is of adequate size to build another distribution system. However, the Project Sponsor does not propose to build another distribution area at this time, and due to the reduction of the scope of the Proposed Project between the DEIS and FEIS, it is possible that the reserve area may never be utilized. The proposed common SSTS system will be designed in accordance with New York State Design Standards for Intermediate Sized Wastewater Treatment Systems, dated March 5, 2014. The design and engineer's report would be subject to review and approval by both the Putnam County Health Department and NYSDEC. These standards are in place to assure that the SSTS would not impact ground or surface waters, and no significant adverse impacts are anticipated with regard to groundwater contamination.

VEGETATION AND WILDLIFE

Vegetation

As documented in the DEIS, the Project Site is characterized by an upland deciduous forest. Most of the forest is comprised of second stage growth. The forest is comprised of several dominant tree species that include oaks, maples, hickory, and tulip poplar. The most common understory shrubs include several species of native and invasive shrubs including Japanese barberry (*Berberis thunbergii*), a non-native invasive species that was found growing at lower elevations in dense patches in forest openings. Christmas fern (*Polystichum acrostichoides*) was abundant in the understory where it grew in large communities on rich soils primarily on the shaded slopes. In areas where soils were disturbed, such as along the road and paths, invasive plants are found, and the most common invasive species noted in these areas was Japanese stiltgrass (*Microstigium vimineum*).

In general, a significant number of exotic species, mostly originating from parts of Asia and Europe, were found throughout the more disturbed and historically occupied portions of the Project Site. This includes the most recently disturbed/cleared portion of the Project Site surrounding the eastern access road cut into the property from Horton Road, in the vicinity of the existing residential structures in the southern portion of the Site, and near Ulmar Pond in the southwest corner. Portions of the Project Site further removed from these areas, especially in the highest elevations, contain native plant communities generally absent of exotic species. Of the

dozens of exotic species observed on the property, 14 are considered “invasive” by the State of New York and/or the United States Department of Agriculture (USDA) Forest Service. A complete vegetation list for the property was provided in Table 4 of the DEIS. The 14 invasive species are indicated within the list. A map of the tree communities is shown on DEIS Figure 26.

Preparation of the DEIS and FEIS included a search of the New York Natural Heritage Program Rare Plant Status Lists and the New York Nature Explorer database that lists plants and their status on Federal, State, County and Local levels. Plants that were identified on the Project Site were not listed in the New York State Rare Plant Status Lists or in the US Fish & Wildlife Service “Endangered & Threatened Wildlife & Plants” publication.

The Proposed Project has been modified between the DEIS and FEIS and as currently designed would convert approximately 38.1 acres, a decrease of 7.6 acres from the DEIS Plan, of naturally vegetated surfaces to developed surfaces, of which approximately 7.7 acres would be impervious, and approximately 30.4 acres would be lawn and landscaping. The Proposed Project has been designed to concentrate development within the areas of the Project Site that have been previously disturbed and documented through the Conservation Analysis Findings to be occupied by exotic, invasive species. The Proposed Project avoids those areas that are least disturbed and occupied by a community of native plant species, such as is found in the higher elevations to the east.

The permanent loss of approximately 38.1 acres of forest habitat due to the Proposed Project is considered an unavoidable impact. However, in accordance with the Town Code’s requirements for conservation subdivisions, the Project Sponsor is committed to preserving 163 acres of the Project Site through a Conservation Easement. The 163 acres exceeds the area of the Project Site originally determined to be the required area subject to a Conservation Easement, as provided in the approved Conservation Analysis Findings. In addition to the Conservation Easement, the HOA would impose rules and guidelines on the privately-owned residential lots within the subdivision. These rules would serve to regulate the development and maintenance of the residential lots that are not within the boundaries of the proposed Conservation Easement area. Ownership of the residential lots requires membership in the HOA, which, in turn, requires adherence to the rules and regulations promulgated by the Project Sponsor and enforced by the HOA. Tree removal on individual lots will be minimized to the maximum extent practicable. Among the rules found in the Project Sponsor’s General Rules and Regulations of the HOA (DEIS Appendix J), specifically the section titled “Residential Design and Maintenance Rules and Regulations,” is the prohibition of clear cutting on lots and the requirement that tree removal be selective. Specifically, tree removal is generally limited to those that are dead and those trees that present a “danger to people or residential lots” and, regardless of the reason, trees “may not be disturbed or removed without prior specific approval for each tree.” In addition, the HOA rules require that only native plant species would be permitted for landscaping throughout the Proposed Project, including stormwater management areas.

Based on the Conservation Analysis Findings, the Proposed Project, which has gone through several iterations since 2014, would occupy the western, unconstrained “forest fringe” area of the Project Site, characterized by its proximity to roadways (Route 9, East Mountain Road North and Horton Road), occupied structures, and previously disturbed areas now compromised by exotic invasive species. The eastern extent of the Project Site, where the Conservation Easement is proposed, although adjacent to East Mountain Road South, is closer to the unfragmented forest contained within Fahnestock State Park. By permanently preserving more buffer for this

unfragmented forest through the Conservation Easement, the Proposed Project minimizes forest fragmentation to the maximum extent practicable.

Wildlife

The Project Sponsor's studies and inventories of the Project Site for the presence of threatened and endangered species, which included a study for the presence of vernal pools, were presented in the DEIS. While no threatened or endangered species were observed during fieldwork, the red-shouldered hawk (*Buteo jamaicensis*) and Eastern box turtle (*Terrapene carolina*), two New York State species of Special Concern, were documented as utilizing the Project Site. It was also noted that suitable habitat is present for two endangered bat species, the Indiana bat (*Myotis sodalis*) and the northern long-eared bat (*Myotis septentrionalis*). Lastly, due to the presence of two historically documented timber rattlesnake (*Crotalus horridus*) dens on the west side of Route 9 approximately 1.5 miles northwest of the Project Site, the Project Sponsor undertook Phase 1 and Phase 2 habitat assessment/presence-absence surveys for this species.

A vernal pool investigation was conducted by the Project Sponsor during the month of April, 2019. During the field survey of the entire Project Site, no vernal pools were observed. While not considered vernal pools, and though not observed during site investigations, suitable breeding habitat for vernal pool species may be provided within areas of the Project Site's braided stream/wetland system, the NYSDEC wetlands identified on- and off-site, and fringe areas of Ulmar Pond. None of these areas would be disturbed.

The red-shouldered hawk was observed soaring above forested lands east of the existing extension of Horton Road, an area designated as an area of High Conservation Value in the Conservation Analysis Findings. A nest site was not confirmed during the site survey, a likely indication that the hawk uses the Project Site for foraging, but is nesting offsite. The proposed Conservation Easement would permanently preserve foraging habitat on the Project Site, inclusive of the area where the red-shouldered hawk was observed.

The post-mortem carapace of an Eastern box turtle was discovered on an upland hillside adjacent to a watercourse that was surveyed during a wetland delineation, within the area proposed to be preserved under the Conservation Easement. Setting aside the areas noted under a Conservation Easement purports to preserve the known box turtle habitat, and purports to minimize potential impacts to box turtles to the maximum extent practicable.

Although not observed during fieldwork, the presence of suitable habitat for the Indiana bat and the northern long-eared bat has been acknowledged by the Project Sponsor and its consultants. The Project Sponsor has committed to abiding by restrictions on tree clearing during those times when the bats might choose to roost in trees. Tree clearing would be limited to the period starting on November 1 to March 31 in accordance with the tree clearing window for the northern long eared bat. This time period also falls within the tree clearing window for the Indiana bat, which runs from October 1 to March 31.

The Phase 1 and 2 timber rattlesnake surveys followed the standard NYSDEC protocol guidelines. This survey confirmed the absence of timber rattlesnakes on the Project Site.

Through the modified FEIS Plan, the Project Sponsor has addressed the potential for the Proposed Project to significantly impact wildlife habitat. The reduced lot count, elimination of the previously proposed Equestrian Center, and modified siting of lots in the vicinity of Ulmar Pond has resulted in a reduction in overall site disturbance by approximately 7.6 acres. Approximately 78 percent of the Project Site, previously determined (through the adopted

Conservation Analysis Findings) to have both medium and high conservation value, would be preserved through a Conservation Easement (compared to approximately 74 percent in the DEIS Plan). The design proposes to develop the area of the Project Site previously determined (through the adopted Conservation Analysis Findings) to have low conservation value, and therefore the most appropriate for development due to past human activity and a prevalence of invasive species. The area south and southeast of Ulmar Pond would be left undisturbed, preserving the wildlife corridors between the pond and Clove Creek (along stream corridors to the south and west), and between the pond and the braided stream/wetland system and uplands found to the east. The FEIS Plan also preserves a minimum of 140 feet around the pond in its natural state as wildlife habitat, and involves no stream crossings and no disturbance of wetlands or regulated wetland buffers.

Through the modifications proposed in the FEIS Plan, along with the measures to be included as part of the Proposed Project and memorialized as conditions of future site plan/subdivision approval, such as regulations to be enforced through the HOA and adherence to the tree clearing restrictions for bats, the Proposed Project mitigates potential impacts to wildlife habitat to the maximum extent practicable.

LAND USE AND ZONING

The majority of the Project Site is in an undeveloped, forested state. A historic dirt road transects the property in a north-south orientation from Horton Road to East Mountain Road North. A group of three homes and outbuildings is clustered around the southern end of this road. Of these existing structures, only one, an adaptively reused early 19th century barn, is currently occupied. The two other residences date to the 1920s, and are vacant. Another modern home is located at the northern end of the historic road, just south of East Mountain Road North. A two-story commercial building is located on the 4.5-acre Parcel 6, but is not part of the Proposed Project and would remain commercial. No access into the Proposed Project would be provided from either Horton Road or East Mountain Road North, so no impact on neighboring residential land uses in these locations is anticipated. Primary access to the Proposed Project would be from Route 9, and this entrance road would be the only project-related improvement visible from Route 9. New homes would be situated on the plateau beyond the slope facing the highway, buffered from any uses fronting on Route 9.

The following zoning districts are mapped on the Project Site: RR-Rural Residential, M-Industrial/Manufacturing, HC-Highway Commercial, OSO-Open Space Conservation, CCA-Clove Creek Aquifer Overlay, Regional Aquifer, SPO-Scenic Protection Overlay (partial). The majority of the Project Site is zoned RR (Rural Residential). Approximately 11.1 acres of Parcel 1 fronting Route 9 is zoned M (Industrial/Manufacturing). The entirety of Parcel 6, also fronting Route 9, is zoned HC (Highway Commercial).

To facilitate the Proposed Project, the Project Sponsor seeks approval from the Philipstown Town Board to change the zoning designation of the approximately 11.1 acres of Parcel 1 along Route 9 from M to RR. No zoning change is proposed for the commercial (HC-zoned) Parcel 6, since this parcel would remain commercial and would not be part of the HOA that would manage the proposed subdivision. The 11.1 acres subject to the proposed rezoning request has been categorized as having a high or medium conservation value, with 2.0 acres categorized as having a high conservation value and 9.1 acres categorized as having a medium conservation value. This land is adjacent to Clove Creek and fronts Route 9 and contains steep slopes and wetlands. Except for the access road into the Proposed Project from Route 9, the Project Sponsor

proposes to permanently preserve this area as open space, to be protected through the Conservation Easement. As noted earlier, if the requested zoning change for the 11.1 acres of Parcel 1 along Route 9 from M to RR is not granted by the Town Board, the Proposed Project's residential lot count (as specified in the FEIS Plan) will decrease by two lots, from 24 to 22 (two permitted lots were derived from the acreage currently in the M zone).

The purpose of the M district is to allow industrial and related uses that are not compatible with most commercial, office, or residential uses. These uses must be in isolated/well-buffered locations. Residential development is prohibited in the M district. The M zoning designation on Parcel 1 is reflective of a prior contemplated use of the parcel for soil mining. Because of its proximity to and frontage on Route 9, the 11.1 acres is neither isolated, nor well-buffered and abuts property zoned to allow residential development. If the Proposed Project were to not come to fruition following a rezoning, and this portion of the Project Site was not placed under a Conservation Easement, the maximum development that could occur in accordance with the RR zoning designation (which allows one residence per five acres) would be a maximum of two homes. Such a use would pose less potential adverse environmental impact than would any potential use allowed under the M zoning designation, such as the soil mining previously proposed.

The Proposed Project is the first conservation subdivision proposed in the Town of Philipstown. Such subdivisions were not a development option in Philipstown until 2011, when a new zoning law responding to the goals of the 2006 Philipstown Comprehensive Plan was adopted.

While the Philipstown Zoning Law encourages conservation subdivisions (Section 175-19B), it also requires that an applicant for approval of a conservation subdivision demonstrate that its land is suitable for such approval (Sections 175-19A(2) and 175-20A(1)). The demonstration must take the form of a Conservation Analysis, which identifies, inventories and evaluates the features that might contribute to the conservation value of the applicant's property. The Project Sponsor prepared and submitted a Conservation Analysis, which was reviewed by the Planning Board and its consultants. Following several rounds of review and comment, the Planning Board accepted the Conservation Analysis for the Project Site on July 21, 2016. At its November 17, 2016, meeting, the Planning Board adopted Findings that the Conservation Analysis demonstrates the Project Site "... contains sufficient conservation value requiring protection..." to justify its consideration of approval of a conservation subdivision. Figure 15 of the DEIS, taken from the Conservation Analysis Findings (DEIS Appendix B), illustrates where the various conservation values were assigned within the Project Site.

As discussed in the DEIS and FEIS, the Proposed Project (originally designed and subsequently modified) complies with the requirements contained within Sections 175-19 through 175-21 of the Philipstown Zoning Code, which govern conservation subdivisions. As modified for the FEIS, the Proposed Project preserves 163 acres of high-value forested habitat, steep slopes, historical/cultural features, wetlands, watercourses, and a pond, while concentrating development on the relatively more level and previously disturbed area of the Site.

Based on the above, the Proposed Project would not result in any significant adverse land use or zoning impacts requiring mitigation.

COMMUNITY CHARACTER

The Project Site is a primarily wooded property bordering Route 9. Land uses within 1/4-mile along the Route 9 corridor can be described as highway commercial, with uses including office,

retail, restaurant, motel, automobile repair and related uses, and landscape material yards. A mobile home park is also located nearby along Route 9 north of the Project Site. Not including the Route 9 corridor, land uses within 1/4-mile of the Project Site are almost exclusively residential, and most of the residential properties range from approximately one to five acres. The typical height of existing homes surrounding the Project Site is approximately 2 to 2 ½ stories. According to the Project Sponsor, the Proposed Project's new homes would not exceed 30 feet in height (the maximum height permitted in the RR district is 40 feet).

The Philipstown Zoning Code recognized the importance of maintaining scenic views by creating a Scenic Protection Overlay (SPO) District on most of the roads in Philipstown. As stated in Section 175-15A of the Philipstown Zoning Code, the purpose of the SPO is to "regulate land uses within designated scenic corridors to protect the Town's scenic beauty and rural character." Section 175-15B defines the depth of the SPO as being within 250 feet of the right-of-way of any road in the district.

Among the roads within the SPO are portions of Horton Road, East Mountain Road North, and East Mountain Road South. The Project Site has frontage on each of these roads. However, the frontage found along East Mountain Road South is not within the SPO. A portion of Moshier Road (aka Old Albany Post Road) is also in the SPO, but the Project Site has no frontage on this road. With the exception of the pre-existing historic dirt road to be utilized for emergency access into the subdivision, no elements of the Proposed Project fall within 250 feet of East Mountain Road North. Similarly, there are no plans for any activity along Moshier Road. Therefore, there would be no significant adverse impacts within the SPO along East Mountain Road North or Moshier Road.

The Proposed Project includes activities planned within 250 feet of Horton Road, but these activities would not result in significant adverse impacts within the SPO found along Horton Road. According to the Project Sponsor, these activities include the removal of two structures and the removal of a driveway which would no longer be needed. Where the structures are to be removed, the land would be graded and replanted in a manner that would allow it to return to a natural state. No new homes are proposed within 250 feet of Horton Road.

The DEIS provided a visual impact analysis, including site cross sections and photographic simulations (under leaf-off/winter conditions) from Horton Road and East Mountain Road North (DEIS Figures 35G through 35L). This analysis concluded that due to several factors such as distance to new development, changes in elevation, and tree cover to remain, there would be no significant adverse visual impacts when viewed from these roadways. Since the FEIS Plan does not propose development any closer to these roads, these conclusions remain valid for the FEIS Plan.

In accordance with the adopted Scoping Document, the DEIS included a visual impact analysis of the Proposed Project from Scofield Ridge, a mountain ridge west of the Project Site that runs northeast from Cold Spring Village to Fishkill. The existing conditions assessment in the DEIS found that while a view to the edge of the Project Site closest to East Mountain Road South (an area proposed to be preserved) would be provided from Fahnestock State Park, no views from Fahnestock could be seen to the area of the Project Site proposed for development. Trails on Scofield Ridge offer views to the east, including views of the Project Site. The potential impacts to the view from Scofield Ridge was discussed on page 135 of the DEIS, and depicted graphically in Figure 36 of the DEIS. In addition, a supplemental visual assessment from Scofield Ridge was conducted by the Project Sponsor for the FEIS Plan (see FEIS Appendix E).

For both the DEIS and FEIS Plan, it was concluded that that only the entrance road from Route 9 would be visible from Scofield Ridge.

The Project Sponsor is required to preserve as many trees as possible on the lots surrounding the proposed homes. Forested areas to remain on lots, as well as all forested areas to be preserved throughout the Project Site, contain trees with heights taller than 30 feet (the approximate maximum height of the proposed homes). The Equestrian Center was removed as an element of the Proposed Project between the DEIS and FEIS and is no longer a factor in regard to visual impacts. Construction of the proposed entrance road would result in the removal of trees from the Project Site's west-facing slope bordering Route 9, which would result in an unavoidable visual impact when viewed from both Route 9 and Scofield Ridge. It is anticipated that other than the entrance road, the Proposed Project would result in no adverse visual impacts.

In order to mitigate potential visual impacts when viewed from points to the west, including Scofield Ridge and Route 9, the Project Sponsor is proposing the following measures as part of project design:

- Selective tree cutting on residential lots to accommodate the placement of homes in a forested setting (no clear cutting would be permitted).
- Planting of new trees along the Route 9 access road to provide screening.
- Use of natural colors/earth tones for building materials including siding and roofing.

Through the modifications proposed in the FEIS Plan (including removal of the Equestrian Center), along with the measures described above to address visibility of the proposed entrance road, which would be included as part of the Proposed Project's design and memorialized as conditions of future site plan/subdivision approval, potential visual/community character impacts would be mitigated to the maximum extent practicable.

MODIFICATIONS TO THE PROPOSED PROJECT

As the Proposed Project moves forward through subdivision and site plan review, including amendments thereto, certain modifications may be made to the project design. If such plan modifications result in substantially similar amounts of square footage, construction activity staying substantially within the same limits of disturbance, and with substantially similar amounts of impervious surface area as set forth in the DEIS and FEIS, then no further environmental review under SEQRA would be required. If, however, the plans are modified in a manner that may increase the amount or extent of environmental impact beyond that analyzed in the DEIS and FEIS, then the Town may require additional environmental review.

CERTIFICATION TO APPROVE, FUND, OR UNDERTAKE

Having considered the draft and final Environmental Impact Statement and having considered the preceding written facts and conclusions relied on to meet the requirements of 6 NYCRR Part 617.11, the Planning Board of the Town of Philipstown, as Lead Agency, finds that:

- 1) The requirements of 6 NYCRR Part 617 have been met; and
- 2) Consistent with social, economic and other essential considerations from among the reasonable alternatives available, the proposed Hudson Highlands Reserve Conservation Subdivision project as modified and set forth in the FEIS, is one that minimizes or avoids significant adverse environmental impacts to the maximum extent practicable; and

Hudson Highlands Reserve

- 3) Consistent with social, economic and other essential considerations, to the maximum extent practicable, significant adverse environmental impacts identified in the environmental impact statement will be minimized to the maximum extent practicable or avoided by incorporating as conditions to the decision the mitigation measures identified as practicable in the environmental impact statement and this Findings Statement; and
- 4) This written findings statement contains the facts and conclusions used by the Planning Board to support its decision.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

UPON ROLL CALL VOTE:

- Kim Conner YES
- Dennis Gagnon YES
- Peter Lewis YES
- Laura O'Connell YES
- Neal Tomann YES

- Heidi Wendel NO

- Chair Neal Zuckerman YES

VOTE: carried / defeated by a vote of 6 in favor, 1 against; _____ abstained.

A COPY OF THIS NOTICE HAS BEEN SENT TO:

Lead Agency:

Planning Board, Town of Philipstown, 238 Main Street, Cold Spring, NY 10516

Involved Agencies:

Town of Philipstown Town Board, 238 Main Street, Cold Spring, NY 10516

Town of Philipstown Conservation Board, 238 Main Street, Cold Spring, NY 10516

Putnam County Department of Health, 4 Geneva Road, Brewster, NY 10509

Putnam County Department of Planning, Development, and Public Transportation, 2 Route 164, Carmel, NY 12563

New York State Department of Environmental Conservation, Region 3, 21 South Putt Corners Road, New Paltz, NY 12561-1696

New York State Department of Environmental Conservation (main office), 625 Broadway, Albany, New York 12233-1750

New York State Department of Transportation, Region 8, SEQR Unit, Traffic Engineering & Safety Division, 4 Burnett Boulevard, Poughkeepsie, NY 12603

STANDARD BOARD APPROVAL
 To be completed by the applicant or its authorized agent. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer. The applicant shall also be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer.

OWNER APPROVAL
 To be completed by the owner or its authorized agent. The owner shall be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer. The owner shall also be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer.

REAL PROPERTY TAX CERTIFICATION
 To be completed by the applicant or its authorized agent. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer. The applicant shall also be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer.

COMMISSIONER OF FINANCE CERTIFICATION
 To be completed by the applicant or its authorized agent. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer. The applicant shall also be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer.

PUTNAM COUNTY DEPARTMENT OF HEALTH
 To be completed by the applicant or its authorized agent. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer. The applicant shall also be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer.

NOTES
 1. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer. The applicant shall also be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer.

GENERAL REQUIREMENTS
 1. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer. The applicant shall also be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer.

REQUIREMENTS
 1. The applicant shall be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer. The applicant shall also be responsible for obtaining all necessary approvals from the appropriate agencies and for providing copies of such approvals to the applicant's engineer.



LOCATION MAP SCALE IN. = 2000 FT.

VICINITY MAP SCALE IN. = 800 FT.

SITE DATA

REVISIONS	
NO.	DATE
1	08/14/2019
2	08/14/2019
3	08/14/2019
4	08/14/2019
5	08/14/2019
6	08/14/2019
7	08/14/2019
8	08/14/2019
9	08/14/2019
10	08/14/2019
11	08/14/2019
12	08/14/2019
13	08/14/2019
14	08/14/2019
15	08/14/2019
16	08/14/2019
17	08/14/2019
18	08/14/2019
19	08/14/2019
20	08/14/2019
21	08/14/2019
22	08/14/2019
23	08/14/2019
24	08/14/2019
25	08/14/2019

UNDERGROUND WARNING - NYS CODE RULE 705
 NEW YORK STATE INDUSTRIAL CODE IS REQUIRED EXCAVATORS TO CALL OR NOTIFY NEW YORK, INC. (909-893-7980) FOR A HIDDEN-UTILITY LOCATION REQUEST AT LEAST TEN (10) WORKING DAYS, BUT NOT MORE THAN TEN (10) WORKING DAYS BEFORE ANY EXCAVATION OR REMEDIATION STARTS, REGARDLESS OF LOCATION, NOT ALL UTILITIES ARE MAINTAINED AND SERVICED BY NEW YORK, INC. AND HIGH-VOLTAGE UTILITY OPERATORS MUST BE CONTACTED DIRECTLY.

WARNING STAMP
 ALTERATION OF THIS DOCUMENT, IN ANY WAY, BY ANY PERSON NOT UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, AS APPROPRIATE, IS A VIOLATION OF THE EDUCATION LAW OF THE STATE OF NEW YORK.

PROJECT LOCATION
 24.101 CONSTRUCTION SUB-DIVISION

PROPERTY OWNER
 214 EAST 91ST STREET SUIT 20
 NEW YORK, NY 10019

PROJECT DESCRIPTION
 24.101 CONSTRUCTION SUB-DIVISION

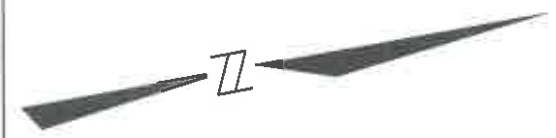
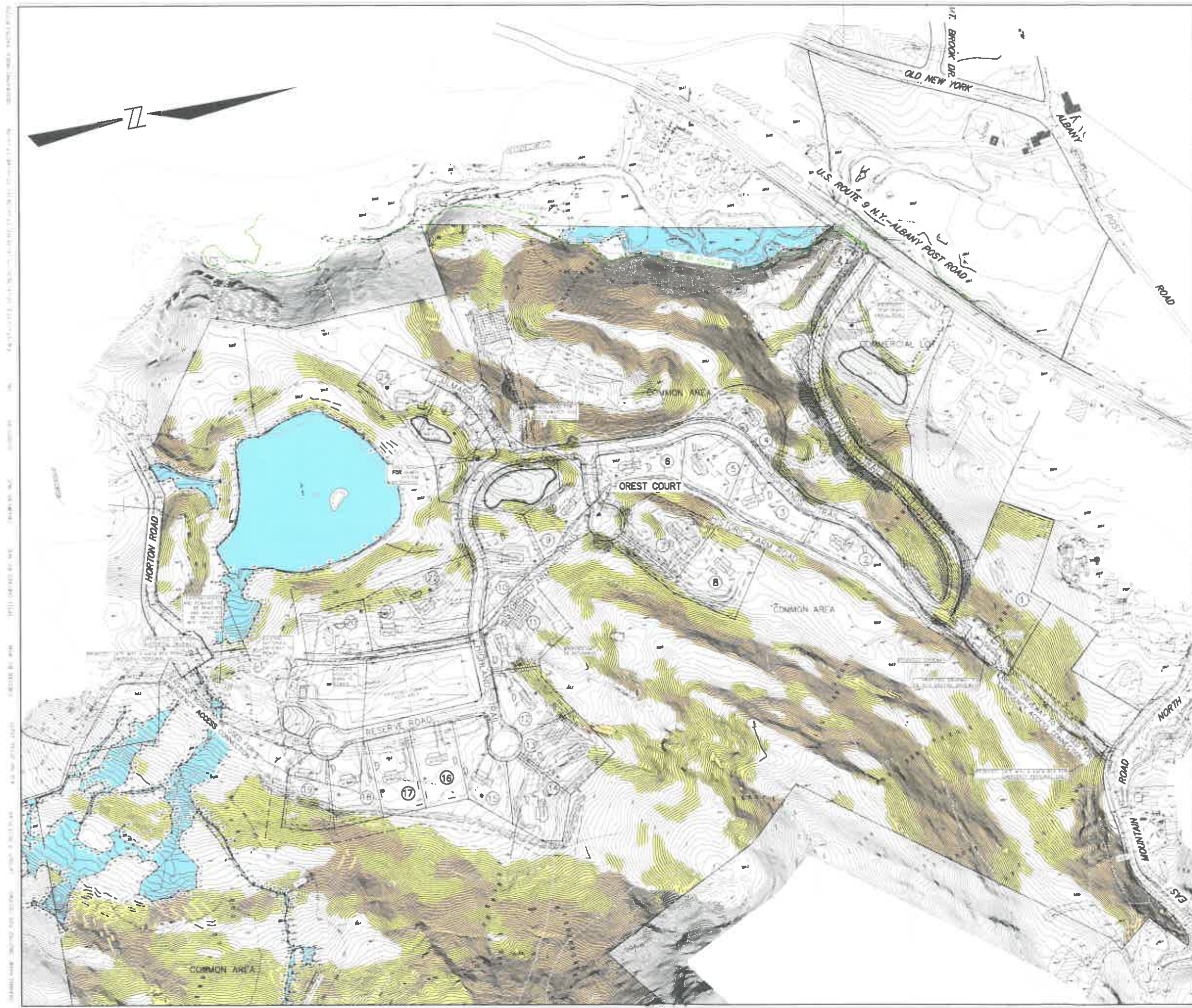
PRELIMINARY PLAN SET
 PREPARED FOR
HUDSON HIGHLANDS RESERVE
CONSERVATION SUBDIVISION PLAT

SCALE: 1" = 100'

PRELIMINARY **PRINTED**
 August 14, 2019
BADLEY & WATSON
 ENGINEERS & ARCHITECTS, P.C.

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SHEET 2 OF 19



REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMITTING
2	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
3	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
4	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
5	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
6	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
7	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
8	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
9	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
10	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
11	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
12	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
13	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
14	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
15	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
16	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
17	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
18	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
19	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER
20	REVISED TO REFLECT COMMENTS FROM THE TOWN ENGINEER

UNDERGROUND WARNING - NYC CODE RULE 705
 NEW YORK STATE INDUSTRIAL CODE AS REVISED
 PURSUANT TO THE NEW YORK STATE INDUSTRIAL CODE
 (200-284-705) FOR A MEMBER-UTILITY LOCATION
 REQUEST AT LEAST TWO (2) WORKING DAYS, BUT NOT MORE
 THAN TEN (10) WORKING DAYS BEFORE ANY COMMENCEMENT OF
 CONSTRUCTION, REGARDLESS OF LOCATION. NOT ALL
 UTILITIES AND SUBSTITUTES ARE SHOWN ON THIS MAP.
 NEW YORK, N.Y. AND NON-MEMBER UTILITY OPERATORS
 ARE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL
 UTILITIES PRIOR TO CONSTRUCTION.

WARNING STAMP
 ALTERATION OF THIS DOCUMENT IN ANY WAY BY
 ANY PERSON NOT UNDER THE DIRECTION OF A
 LICENSED PROFESSIONAL ENGINEER OR LAND
 SURVEYOR, AS APPROPRIATE, IS A VIOLATION OF
 THE EDUCATION LAW OF THE STATE OF NEW YORK.

PROJECT LOCATION
 1.4 AC. HORTON ROAD, 1.4 AC. ROAD
 TOWN OF HUDSON, STATE OF NEW YORK

PROPERTY OWNER
 HORTON ROAD
 1.4 AC. EAST 3RD STREET, 1.4 AC. RD
 NEW YORK, NY 10523

APPLICANT
 HORTON ROAD, 1.4 AC.
 1.4 AC. EAST 3RD STREET, 1.4 AC. RD
 NEW YORK, NY 10523

PROJECT DESCRIPTION
 1.4 AC. COMMERCIAL USE

PRELIMINARY PLAN SET
HUDSON HIGHLANDS RESERVE
PLOT PLAN

SCALE 1" = 100'

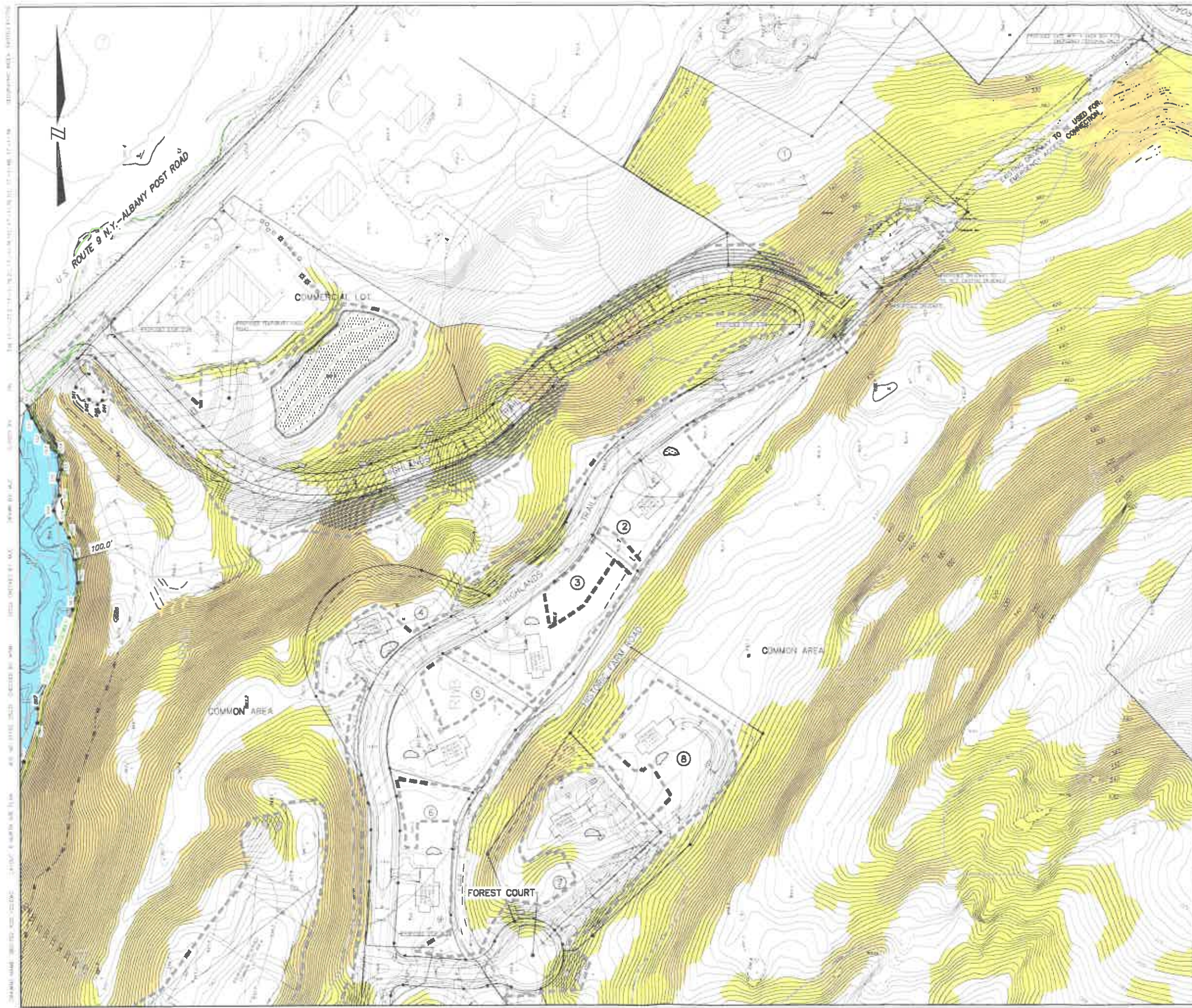
PRELIMINARY PRINTED
 August 21, 2009

No. 102021
BADEY & WATSON
 SURVEYORS & ENGINEERS, S.P.A.

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SHEET 5 OF 19

DRAWING NUMBER: 102021-05 DATE: 08/21/09 PROJECT: HUDSON HIGHLANDS RESERVE, 1.4 AC. COMMERCIAL USE, HORTON ROAD, TOWN OF HUDSON, NY



LOCATION MAP SCALE 1" = 2000 FT.



VICINITY MAP SCALE 1 IN. = 800 FT.



SITE DATA

DATE: 10/15/10

REVISIONS	
NO. 1	ISSUED FOR PERMIT
NO. 2	ISSUED FOR PERMIT
NO. 3	ISSUED FOR PERMIT
NO. 4	ISSUED FOR PERMIT
NO. 5	ISSUED FOR PERMIT
NO. 6	ISSUED FOR PERMIT
NO. 7	ISSUED FOR PERMIT
NO. 8	ISSUED FOR PERMIT
NO. 9	ISSUED FOR PERMIT
NO. 10	ISSUED FOR PERMIT

UNDERGROUND WARNING - NYC CODE RULE 735	
NEW YORK STATE INDUSTRIAL CODE AS REQUIRED EXCEPTING TO CALL ON STATE OF NEW YORK, INC. (900-884-7888) FOR A MEMBER-UTILITY LOCATION RECORD AT LEAST TWO (2) WEEKS BEFORE ANY EXCAVATION OR DRILLING OPERATIONS, REGARDLESS OF LOCATION. NOT ALL UTILITIES AND UNDERGROUNDS ARE SHOWN ON OUR SURVEY. NEW YORK, NY, AND NON-MEMBER UTILITY OPERATORS ARE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES AND UNDERGROUNDS.	
WARNING STAMP	
ALTERATION OF THIS DOCUMENT, IN ANY WAY, BY ANY PERSON NOT UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, AS APPROPRIATE, IS A VIOLATION OF THE EDUCATION LAW OF THE STATE OF NEW YORK.	

PROJECT LOCATION
 PROJECT: WATSON ROAD, 8" W/ ROAD W/ ROAD OF HUDSON HIGHLANDS RESERVE
 STATE OF NEW YORK

PROPERTY OWNER
 HUDSON HIGHLANDS RESERVE
 100 EAST 91ST STREET, 6TH FL
 NEW YORK, NY 10012

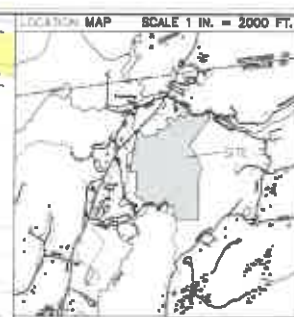
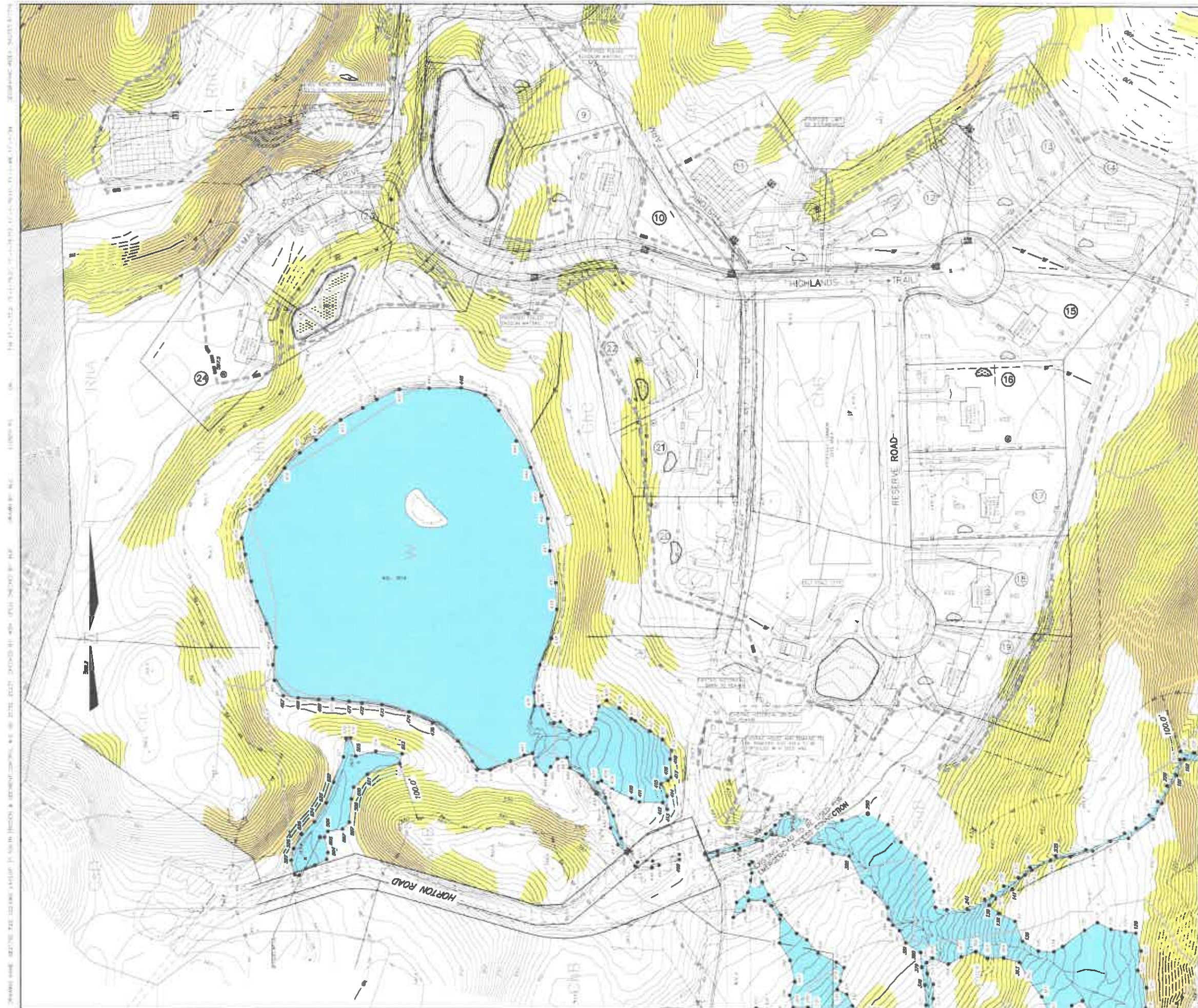
APPLICANT
 HUDSON HIGHLANDS RESERVE
 100 EAST 91ST STREET, 6TH FL
 NEW YORK, NY 10012

PROJECT DCB SECTION
 22 WEST CORTLANDT AVE, 10TH FLOOR
 NEW YORK, NY 10014

PRELIMINARY PLAN SET
 HUDSON HIGHLANDS RESERVE
 NORTH SITE PLAN

SCALE: 1" = 80'

PRELIMINARY PRINTED
 BADLEY & WATSON
 ARCHITECTS & ENGINEERS P.C.



SITE DATA

DATE	10/15/14
DRAWN BY	AW
CHECKED BY	AW
DATE	10/15/14
SCALE	1" = 50'
PROJECT NO.	14-001
CLIENT	HUDSON HIGHLANDS RESERVE
LOCATION	100 HORTON ROAD, NEW YORK, NY

REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/14	INITIAL DESIGN
2	10/15/14	ADJUSTMENTS TO EROSION CONTROL
3	10/15/14	FINAL PLAN SET

UNDERGROUND WARNING - NYS CODE RULE 753
 NEW YORK STATE INDUSTRIAL CODE AS REQUIRES EXCAVATION TO CALL OR SAFELY DEEP WORK (S.D.W.) (909-990-7892) FOR A WORKER-UTILITY LOCATION (WUL) AT LEAST 10 (10) WORKING DAYS, BUT NOT MORE THAN 100 (100) WORKING DAYS BEFORE ANY EXCAVATION OR DISRUPTION BEGINS, REGARDLESS OF LOCATION. NOT ALL UTILITIES AND MANHOLE/POLES ARE SHOWN ON S.D.W. SAFELY DEEP WORK (S.D.W.) AND WORKER-UTILITY LOCATION (WUL) MUST BE CONTACTED SPECIFICALLY.
 WARNING STAMP

ALTERATION OF THIS DOCUMENT IN ANY WAY BY ANY PERSON NOT UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, AS APPROPRIATE, IS A VIOLATION OF THE EDUCATION LAW OF THE STATE OF NEW YORK.

PROJECT LOCATION

ROUTE 6, HORTON ROAD & 61 ROAD A, TOWN OF HIGHLANDS, COUNTY OF ALBANY, STATE OF NEW YORK

PROPERTY OWNER

HUDSON HIGHLANDS RESERVE, LLC
 100 HORTON ROAD, NEW YORK, NY 12005

PROJECT DESCRIPTION

24.00 AC EROSION CONTROL SUBMITTAL

PRELIMINARY PLAN SET
 PREPARED FOR
HUDSON HIGHLANDS RESERVE
SOUTH EROSION & SEDIMENT CONTROL
 SCALE: 1" = 50'

PRELIMINARY PRINTED

Scale: 1" = 50'

BADEY & WATSON
 Survey & Planning, INC.

100 HORTON ROAD, NEW YORK, NY 12005
 TEL: 518.537.1111 FAX: 518.537.1112
 WWW.BADEYANDWATSON.COM

DRAWING NUMBER: 14-001-01 DATE: 10/15/14 PROJECT: HUDSON HIGHLANDS RESERVE SOUTH EROSION & SEDIMENT CONTROL SUBMITTAL SHEET 1 OF 1

New York State Department of Transportation (main office), 50 Wolf Road, Albany, NY 12232

Interested Agencies:

North Highlands Fire Department, 504 Fishkill Road, Cold Spring, NY 10516

Putnam County Sheriff's Department, 3 County Center, Carmel, NY 10512

Philipstown Volunteer Ambulance Corp., 14 Ceder Street, Cold Spring, NY 10516

Philipstown Highway Department, 238 Main Street, Cold Spring, NY 10516

Hudson Highlands Land Trust, 20 Nazareth Way, Garrison, NY 10524

Applicant/Project Sponsor:

Horton Road LLC
315 East 91st Street, 2nd Floor
New York, NY 10129
Attn: Ulises Liceaga
(212) 228-5617

DEIS Preparer:

Hudson Highlands Environmental Consulting
71 Colonial Avenue
Warwick, NY 10990
(845) 986-5350
Highlands144@gmail.com

Environmental Notice Bulletin:

NYS Department of Environmental Conservation, 625 Broadway, 4th Floor, Albany, NY 12233-1750

**RESOLUTION ADOPTING A POLICY FOR DISPLAY OF FLAGS
AT TOWN HALL**

WHEREAS, the physical plant at the Town of Philipstown Town Hall includes a large free standing flag pole and a small flag pole attached to the exterior wall of the Town Hall building; and

WHEREAS, the free standing flag pole is reserved exclusively for flying the flag of the United States of America and the POW/MIA commemorative flag; and

WHEREAS, the Town Board wishes to establish a uniform policy for display of flags on the small flag pole attached to the exterior wall of the Town Hall building and or in other places at Town Hall other than the large free standing flag pole; and

WHEREAS, the Town Board has before it a draft policy for display of flags at Town Hall, a copy of which is annexed hereto;

NOW THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby adopts the policy for display of flags at Town Hall attached hereto; and
2. That the said policy shall be posted on the Town's website.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Judith Farrell, Councilwoman, voting _____

Jason Angell, Councilman, voting _____

Robert Flaherty, Councilman, voting _____

Megan Cotter, Councilwoman, voting _____

John VanTassel, Supervisor, voting _____

TOWN OF PHILIPSTOWN POLICY REGARDING THE DISPLAY OF FLAGS AT TOWN HALL

1. The large free standing flag pole at Town Hall is reserved exclusively for flying the flag of the United States of America and the POW/MIA commemorative flag;

2. The flags flown on the large free standing flag pole at Town Hall shall fly at half-staff on such occasions as the flag of the United States or the flag of New York State Flag is flown at half-staff. Additionally, the Town Supervisor may direct that the flags flown on the large free standing flag pole at Town Hall be flown at half-staff on such occasions as he or she may deem appropriate.

3. Display of flags on the small flag pole affixed the wall of Town Hall, the windows at Town Hall, and such other places thereat at which flags may be displayed is limited to the following:

A. All flags must be the same size or smaller than the flag of the United States of America flown at Town Hall.

B. If the flags on the large stand along flag pole are being flown at half-staff, than any other flag displayed at Town Hall shall be at half-staff as well or, if it cannot be displayed at half-staff it shall be removed as long as the other flags remain at half-staff.

C. The flag of the United State of America and the POW/MIA flag shall be flown every day unless otherwise directed by the Town Supervisor. All other flags shall be flown upon such dates as may be approved by resolution of the Town Board.

D. The flags approved to be displayed at Town Hall under this Flag Policy are:

- I. The flag of the United States of America;
- II. The POW-MIA flag;
- III. The official flag of New York State;
- IV. The official flags of the President and Vice President of the U.S.
- V. The official flags of all branches of the U.S. military and armed forces.
- VI. The Pride (Rainbow) flag.

TOWN OF PHILIPSTOWN POLICY REGARDING THE DISPLAY OF FLAGS AT TOWN HALL

1. The large free standing flag pole at Town Hall is reserved exclusively for flying the flag of the United States of America and the POW/MIA commemorative flag;
2. The flags flown on the large free standing flag pole at Town Hall shall fly at half-staff on such occasions as the flag of the United States or the flag of New York State Flag is flown at half-staff. Additionally, the Town Supervisor may direct that the flags flown on the large free standing flag pole at Town Hall be flown at half-staff on such occasions as he or she may deem appropriate.
3. Display of flags on the small flag pole affixed the wall of Town Hall, the windows at Town Hall, and such other places thereat at which flags may be displayed is limited to the following:
 - A. All flags must be the same size or smaller than the flag of the United States of America flown at Town Hall.
 - B. If the flags on the large stand along flag pole are being flown at half-staff, than any other flag displayed at Town Hall shall be at half-staff as well or, if it cannot be displayed at half-staff it shall be removed as long as the other flags remain at half-staff.
 - C. The flag of the United State of America and the POW/MIA flag shall be flown every day unless otherwise directed by the Town Supervisor. All other flags shall be flown upon such dates as may be approved by resolution of the Town Board.
 - D. In regard to flags displayed on the small flag pole affixed to the wall of the Town Hall Building, the following rules shall apply:
 - I. Any person or entity wishing to display a flag obtain on the small flag pole or other space at Town Hall shall apply for a permit allowing the same through the Town Clerk's Office.
 - II. Application for display of flags shall be approved by the Town Board and issued by the Town Clerk.
 - III. All such applications shall be granted excepting that:
 - (i) Only Flags recognized by the Unites States though an Act of Congress, Presidential Proclamation, or Executive Order, or Flags nationally or internationally recognized in relation to a national month of observance by the Unites States though an Act of Congress, Presidential Proclamation, or Executive Order shall be granted a permit.

- (ii.) No permit shall be issued for flags of a particular religious movement or creed to avoid the appearance of the Town government endorsing religion or a particular religious movement or creed.
- (iii.) No permit shall be issued for flags of a political party or candidate to avoid the appearance of the Town government endorsing a political party or candidate; and
- (iv.) No permit shall be issued for commercial flags or flags displayed for commercial purposes.

IV. In the event that a permit is granted for display of a flag, the flag shall remain on display only for such period of time as Town Board may approve, provided that no permit shall be issued for display of a flag for a period of longer than thirty (30) days in any calendar year.

V. The Town Board may, upon resolution of the Town Board, establish a fee for grant of permits for display of flags.

VI. It shall be the responsibility of each permit applicant to apply at least 30 days in advance of the desired date of display of a flag as to allow sufficient time for proper permit review, as well as to supply a Flag that complies with this Flag Policy. Parties providing a flag to the Town for display must donate such flag to the Town free of charge.

**RESOLUTION ADOPTING A POLICY FOR DISPLAY OF FLAGS
AT TOWN HALL**

WHEREAS, the physical plant at the Town of Philipstown Town Hall includes a large free standing flag pole and a small flag pole attached to the exterior wall of the Town Hall building; and

WHEREAS, the Town Board wishes to establish a uniform policy for display of flags at Town Hall; and

WHEREAS, the Town's flagpoles are not intended to serve as a forum for free expression by the public but, rather for the display of the flag of the United States of America, the flag of the State of New York, the POW-MIA flag, and the flag of the Town of Philipstown.

NOW THEREFORE, BE IT RESOLVED that the Town Board hereby adopts a policy under which the only flags flown or displayed at Town Hall shall be the United States of America, the flag of the State of New York, the POW-MIA flag, and the flag of the Town of Philipstown.

The vote on the foregoing resolution was as follows:

Judith Farrell, Councilwoman, voting _____

Jason Angell, Councilman, voting _____

Robert Flaherty, Councilman, voting _____

Megan Cotter, Councilwoman, voting _____

John VanTassel, Supervisor, voting _____

11

CLIMATE CHANGE MITIGATION EASEMENT GRANTED PURSUANT TO ARTICLE 54, TITLE 15, OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW (ECL) 54-1513

THIS INDENTURE made this day of DATE 2022, between the Village of Cold Spring, having a principal office at 85 Main St., Cold Spring, NY 10516, County of Putnam, State of New York (the "Grantor"), and the Town of Philipstown, having an office at 238 Main St., Cold Spring, NY 10516, County of Putnam, State of New York (the "Grantee."),

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233, a Climate Smart Communities funding program ("CSC Funding Program") to provide competitive funding to municipalities to implement eligible climate change mitigation and adaptation projects as described Article 54, Title 15, of the New York State Environmental Conservation Law.

WHEREAS, pursuant ECL 854-1513 a municipality that receives funding from the CSC Funding Program is entitled to develop, improve, restore or rehabilitate real property that is not owned by the municipality so long as it obtains a Climate Change Mitigation Easement from the owner of the real property to be enforced as Conservation Easement pursuant to SECL 49-0305.

WHEREAS, NYSDEC has promulgated minimum standards Climate Change Mitigation Easements to be the following:

- The property shall be accessible to the municipality (Grantee) for any necessary work to achieve the funded purpose throughout the anticipated life of the project;
- The property shall provide the identified public benefit, e.g., publicly accessible clean vehicle charging or fueling, throughout the anticipated life of the project;
- The property shall be used to achieve climate protection and mitigation goals pursuant to ECL Article 54 Title 15 "Climate Smart Community Projects," e.g., reduction of greenhouse gas emissions from municipal and community transportation, throughout the anticipated life of the project.
- The property owner (Grantor) shall provide information and data to the municipality, or will provide access to the municipality for collection of data, as specified in the rebate contract.
- A minimum ten-year term for the easement to adequately reflect the useful life of both subcategory types of infrastructure."

WHEREAS, Grantee and Grantor jointly declare that it is in public interest to collaborate to pursue funding from the CEC Program for the project described in Schedule B, and that property subject to this easement shall be used to achieve climate protection and mitigation goals pursuant to ECL Article 54 Title 15 "Climate Smart Community Projects, including reduction of greenhouse gas emissions from municipal and community transportation

throughout the anticipated life of the project.

WHEREAS, Grantor is the owner of the real property upon which this Climate Change Mitigation Easement is placed (the "Controlled Property"). The Controlled Property is a public municipal parking lot at 49 Fair Street in the Village of Cold Spring, County of Putnam and State of New York, known and designated on the tax map of the County Clerk of Putnam as tax map parcel numbers: Section 48.8, Lot, Block 24.1. The Controlled Property description is set forth in and attached hereto as Schedule A; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, Grantor conveys to Grantee a Climate Change Mitigation Easement pursuant to ECL Article 54, Title 15 in, on, over, under, and upon the Controlled Property described herein.

Purposes. Grantor and Grantee acknowledge that the purpose of this Climate Change Mitigation Easement is to convey to Grantee real property rights and interests as elaborated in the CSC Project Management Plan (CPMP) attached as Schedule B, and that these rights are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

CSC Project Management Plan (CPMP). Grantor and Grantee agree to structure the CPMP in the following format, and that the intent of each section is as described herein:

A. Description and Intended Public Use Purpose

The project will use CEC Program Funding resources to install one Enel X Juicebox Pro 40C Level 2 charging station on Juicestand Pro with dual charging ports that will be made available for use by the general public. The goal is to enable broader access to EV charging by the public utilizing Grantee's Controlled Property. The overall public benefit will consist of access to Electric Vehicle Charging for residents and visitors to the Town of Philipstown and the Village of Cold Spring, with accompanying reductions in greenhouse gas emissions, and general improvement in air quality. Grantor and Grantee agree that if ever further interpretation of the rights conveyed in this easement are needed, that they are intended to be the minimum needed to achieve the public use purpose described in this section.

B. Controlled Improvements

Grantee shall, at its sole expense, construct the following improvements and fixtures within the Controlled Property.

EV Charging Station:

Two Enel X JuiceBox Pro 40C chargers: ENELX 2JBO401CNA-HJWR-200

One Enel X Juicestand: ENELX 826-000001

Enel X Juicenet Enterprise EVSE software platform

Electrical:

Installation of 400 amp three phase service to be mounted near existing bollards

Install new 320 amp meter pan

Install new 400 amp Nema 3r circuit breaker panel

Install conduit and wiring to 2-80 Amp Max EV charger

Provide additional spare conduit to allow for future EV chargers

Site Work:

- Dig electrical conduit trench from existing telephone pole to car charger area - 30 feet long by 10" deep by 20" wide.
- Backfill electrical conduit trench from existing telephone pole to car charger area
- Install 2 - Standard Safety Bollards - 4-1/2" x 36"
Install charging station on concrete charger pad
- Install 1 - instructional sign adjacent to charging station
- Paint charging station parking spots

C. Easement Term:

This easement will remain in effect for ten years. The sunset date of this easement is December 31st, 2032, after which date the easement is automatically extinguished.

D. Site Description Subject to Easement:

The project will be located at the Village of Cold Spring Municipal Parking Lot located at 49 Fair Street (tax map identification number of Section 48.8, Lot, Block 24.1). (See attached aerial map.) The location will include two designated parking spaces for active-charging only and a 3' x 5' concrete pad that will hold the EV Charging Station, Electric Panel, Electric Meter, 2 protective bollards and one charging station sign. As noted on the site sketch, 30' of trenching for electrical conduit will be dug and backfilled between the nearest telephone pole and the car charger pad.

E. Access Rights for Intended Public Use Purpose:

Grantor covenants that the site improvements will be accessible by the Grantee and the general public at all times. Grantor covenants that it will ensure that site will remain accessible for this purpose, excepting routine needs for site maintenance. The site will be made available to the public for active-charging of up to two electric-vehicles at all times, 24 hours per day, seven days per week. Charge rates for the JuiceBox Pro 40C chargers can be set based on hours, kW, or flat fee and can be adjusted as needed through the Juicenet Enterprise software. Non-charging vehicles that are parked in the active-charging spaces will be fined with an illegal parking fee of \$50, administered by the Village of Cold Spring Police Department. Grantor and

Grantee agree that access rights, excepting those provided to Grantee as described in Site Management, are limited to and must be associated with making use of Controlled Improvements at permitted locations and times as described in the CPMP.

F. Site Management:

Grantee shall be responsible for repairing and maintaining the improvements and fixtures within the Controlled Area.

The Grantor shall permit the Grantee access to the site for managing the Controlled Improvements, and covenants and lists access rights needed by Grantee and its designees to support implementation of the plan. This includes site access to collect data as required by the rebate contract, as well as site access in case of any need for repairs for which the Grantee is responsible. Notwithstanding the above, Grantor agrees to arrange for and pay the charges for all Grantor related utility services. Any routine site maintenance, such as landscaping, snow-shoveling, snow-plowing, and parking-space painting will be completed by the Grantor on an as-needed basis.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other designees of the Grantee may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with this Climate Change Mitigation Easement and the CPMP.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

- a. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Climate Change Mitigation Easement;
- b. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Climate Change Mitigation Easement

5. Enforcement

a. This Climate Change Mitigation Easement may be enforced in law or equity by the Grantor and the Grantee, and is enforceable against the owner of the Controlled Property. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel or waiver. No general law of the state which operates to defeat the enforcement of any interest in real property shall operate to defeat the enforcement of this easement unless such general law expressly states the intent to defeat the enforcement of such easement or provides for the exercise of the power of eminent domain. It is not a defense in any action to enforce this easement that: it is not appurtenant to an interest in real property; it can be or has been

assigned to another holder; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property, or upon the holder; the benefit does not touch or concern real property; or there is no privity of estate or of contract.

b. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Climate Change Mitigation Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Climate Change Mitigation Easement, including the commencement of any proceedings in accordance with applicable law.

c. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by Grantee or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

7. Amendment. Any amendment to this Climate Change Mitigation Easement may only be executed by an agreement between the Grantor and Grantee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Extinguishment. This Climate Change Mitigation Easement will extinguish automatically at the end of term specified in the CPMP in Schedule B. Otherwise, it can only be extinguished if a duly executed release is filed by the Grantee with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

10. Indemnification. Grantee does hereby indemnify, defend and hold Grantor harmless from any and all claims, losses, or damages which may arise out of the use of the easement areas, by themselves, their guests, invitees, and/or its contractors on the subject properties, which said hold harmless and indemnification shall include indemnifying Grantor from all costs and expenses arising out of such claims including, but not limited to, reasonable attorney fees to defend such claim. Grantee agrees to immediately maintain general liability insurance in

reasonable amounts covering the easement areas.

11. Counterparts. This Climate Change Mitigation Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Choice of Law Venue. This Climate Change Mitigation Easement will be governed by the laws of New York, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Climate Change Mitigation Easement, the parties hereby submit to and consent to the jurisdiction of the State of New York, and agree that such litigation will be conducted in the courts of Putnam County, New York.

13. Severability. If any provision of the foregoing is deemed unenforceable by the final judgment of any court of competent jurisdiction, the balance of the Climate Change Mitigation Easement provisions shall remain in full force and effect.

14. Effective Date. This Climate Change Mitigation Easement shall be effective upon the date it is executed by an authorized representative of each signing party.

15. Notice. All notices and correspondence between Parties shall be delivered by hand, by registered mail or by certified mail and return receipt requested to the following contacts:

Representative of the Grantor Kathleen Foley
Mayor
Village of Cold Spring
85 Main St,
Cold Spring, NY 10516

Representative of the Grantee John VanTassell
Town Supervisor Town of Philipstown
238 Main St, Cold Spring, NY 10516

IN WITNESS, WHEREOF, THE Village of Cold Spring, Grantor, acting by and through the Office of the Mayor has caused this instrument to be signed in its name.

SCHEDULE "A" PROPERTY DESCRIPTION

The project will be located at the Village of Cold Spring Municipal Parking Lot located at 49 Fair Street (tax map identification number of Section 48.8, Lot, Block 24.1). (See attached aerial map.) The location will include two designated parking spaces for active-charging only and a 3' x 5' concrete pad that will hold the EV Charging Station, Electric Panel, Electric Meter, 2 protective bollards and one charging station sign. As noted on the site sketch, 30' of trenching for electrical conduit will be dug and backfilled between the nearest telephone pole and the car charger pad.

Note: Should at least attach a professional sketch of no metes & bounds.



SCHEDULE "B" CSC PROJECT MANAGEMENT PLAN

A. Description and Public Use Purpose:

The project will use CEC Program Funding resources to install two Enel X JuiceBox Pro 40C Level 2 chargers on one Enel X dual-port Juicestand charging station that will be made available for use by the general public. The goal is to enable broader access to EV charging by the public utilizing Grantee's Controlled Property. The overall public benefit will consist of access to Electric Vehicle Charging for residents and visitors to the Town of Philipstown and the Village of Cold Spring, with accompanying reductions in greenhouse gas emissions, and general improvement in air quality. Grantor and Grantee agree that if ever further interpretation of the rights conveyed in this easement are needed, that they are intended to be the minimum needed to achieve the public use purpose described in this section.

B. Controlled Improvements:

EV Charging Station:

- Two Enel X JuiceBox Pro 40C chargers: ENELX 2JBO401CNA-HJWR-200
- One Enel X Juicestand: ENELX 826-000001
- Enel X Juicenet Enterprise EVSE software platform

Electrical:

- Installation of 400 amp three phase service to be mounted near existing bollards
- Install new 320 amp meter pan
- Install new 400 amp Nema 3r circuit breaker panel
- Install conduit and wiring to 2-80 Amp Max EV charger
- Provide additional spare conduit to allow for future EV chargers

Site Work:

- Dig electrical conduit trench from existing telephone pole to car charger pad - 30' long by 10" deep by 20" wide.
- Backfill electrical conduit trench from existing telephone pole to car charger pad
- Form and pour concrete car charger pad - 3' x 5'x 6" with 0.30 yards of concrete
- Install 2 - Standard Safety Bollards - 4-1/2" x 36"
- Install charging station on concrete charger pad
- Install 1 - instructional sign adjacent to charging station
- Paint charging station parking spots

C. Easement Term:

This easement will remain in effect for ten years. The sunset date of this easement is December 31st, 2032, after which date the easement is automatically extinguished.

D. Site Description:

The project will be located at the Municipal Parking lot at 49 Fair Street in Cold Spring, NY. The location will include two designated parking spaces for active-charging only and a 3' x 5' concrete pad that will hold the EV Charging Station, Electric Panel, Electric Meter, 2 protective bollards and one charging station sign. The site's Tax ID # is 48.8-1-24.1, as indicated in the aerial image of the site, which includes surrounding tax parcels. The nearest street address to the project site is 49 Fair Street, the Tax ID # for which is 48.8-1-24.1. As noted on the site sketch, 30' of trenching for electrical conduit will be dug and backfilled between the nearest telephone pole and the car charger pad.

E. Access Rights:

Grantor covenants that the site improvements will be accessible by the Grantee and the general public at all times. Grantor covenants that it will ensure that site will remain accessible for this purpose, excepting routine needs for site maintenance. The site will be made available to the public for active-charging of up to two electric-vehicles at all times, 24 hours per day, seven days per week. Electric vehicles are allowed to actively charge until they reach a full charge, after which they will receive a 30 minute-post-charging grace period; upon completion of such period, customers will be automatically charged an over use fee of \$5 per each additional 30 minute interval while connected and parked in the active charging space, to be administered by the Town of Philipstown via its Commercial Service Plan with ChargePoint. Non-charging vehicles that are parked in the active-charging spaces will be fined with an illegal parking fee of \$50, administered by the Village of Cold Spring Police Department. Grantor and Grantee agree that access rights, excepting those provided to Grantee as described in Site Management, are limited to and must be associated with making use of Controlled Improvements at permitted locations and times as described in the CPMP.

F. Site Management:

The Grantor shall permit the Grantee access to the site for managing the Controlled Improvements, and covenants and lists access rights needed by Grantee and its designees to support implementation of the plan. This includes site access to collect data as required by the rebate contract, as well as site access in case of any need for repairs for which the Grantee is responsible. Any routine site maintenance, such as landscaping, snow-shoveling, snow plowing, and parking-space painting will be completed by the Grantor on an as-needed basis.

G. Cost and Revenue Sharing:

The estimated total cost of the project will be \$34,048, which consists of \$22,600 for installation of electrical infrastructure (Exhibit A), \$7,747.92 for purchase of the EV charging stations to cover charging stations at the Town of Philipstown and Village of Cold Spring locations (Exhibit

B), estimated EV charging station installation (\$2,000), wi-fi services (\$850), annual data plan (\$600), public signage (\$130), and the annual Juicenet Enterprise software (\$120). These project costs will be reimbursed or paid for through the Central Hudson Make Ready Grant program (\$20,340), the NYSEDA CEC grant (\$10,000) leaving a balance of \$3,708. to be split evenly between the Town of Philipstown and Village of Cold Spring.

The Town of Philipstown and the Village of Cold Spring agree to split all other project related costs that are above the \$10,000 NYSEDA Clean Energy Community (CEC) grant received by the Town of Philipstown. These costs include the balance of \$3,708 and any other unanticipated project costs.

After the Town of Philipstown has recouped the costs of electricity from use of the EV charging stations, the Town of Philipstown and Village of Cold Spring agree to split all additional EV charging station revenues.



Burke Services
73 Route 9, Ste 9
Fishkill, NY 12524

Info@burkeny.com
BurkeNy.com
Fax:

QUOTE No. 5939

License No. M115

Order No.
Valid for 30 days

Town of Philipstown.

Site: Fair Street

238 Main Street
Cold Spring, NY 10516

Site Contact:

Salesperson: Steve Burke

Date: 09/13/2022

Burke Services proposes the following work:

- Installation of new 400 Amp 3 Phase service to be mounted near existing bollards
- Install new 320 Amp Meter pan
- Install new 400 Amp Nema 3r circuit breaker panel
- Install conduit & wiring to 2- 80 Amp Max EV charger (Chargers by others)
- Provide additional spare conduit to allow for future EV chargers
- Coordinate with Central Hudson for new service
- Provide electrical inspection

* Quote is contingent on Central Hudson approval to feed new service off of existing pole

* All trenching to be by others

Sub-Total ex Tax	\$22,600.00
Tax	\$0.00
Total inc Tax	\$22,600.00

Please contact us if you have any queries regarding this quote.

Steve Burke

CED - GREENTECH
 CED - GREENTECH
 465 PAUL ROAD
 ROCHESTER, NY 14624
 TEL: 565 486-4900 FAX: 565 486-4788
 CONTACT: MO MERANOVC

QUOTE FOR: CDD SALES
 ACCT #: YE-88010 CDD SALES

SHIP NAME: KRYSTAL FORD
 465 PAUL RD
 ROCHESTER, NY 14624

QUOTATION		PAGE 001 OF 001	
QUOTE #	DATE	REV #	REV DATE
101668	09/21/22	001	09/21/22
QUOTE EXPIRES	PREPARED BY		
10/21/2022	SM		
SL#	INSL		
1979	7231		
FOB	FREIGHT		
SHIPPING POINT	PREPMD		

CUS PO #
KRYSTAL FORD
JOB NAME
KRYSTAL FORD

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	4	EHELX	3JB0401CHA-HJWR-300	JUCEBOX PRO 4PC HARDWIRED WALL M	1,000.00	E	3,874.00
02	2	EHELX	826-880001	JUCESTAND	649.00	E	1,298.00
03	1	EHELX	909-692709	JUCECUTTER US COMMERCIAL	433.00	E	433.00
04	-	WAIVED SHIPPING					

MOSE: 7,205.00
 TAX: 607.92
 TOTAL: 8,206.92

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES OUR TERMS CDS, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

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TOWN OF PHILIPSTOWN
238 MAIN STREET
COLD SPRING NY 10516

Dear Philipstown community member,

Our community cares for each other. In the aftermath of COVID-19, residents across our community have struggled with cost of living increases, social isolation, and negative mental health impacts.

The intention of this outreach is to connect community members in need with support organizations, and gather information to develop future programming based on the needs of the community.

If you are interested in receiving care through one of these free services, please respond online or return the response card by mail. The designated organization will follow up with you directly.

All information you provide will be treated as confidential and will only be shared with the organizations you select.

We are here for you.

You can also fill me out electronically by scanning the QR code or going to xxxxxxxx.com



This community assessment is paid for by the Town of Philipstown ARPA funding and implemented in partnership with Cornell Cooperative Extension Putnam County.



Food Support

Philipstown Food Pantry provides clients with a three-day supply of nutritious food, seasonal fresh produce, meat, eggs, milk, bread, and other staples each week. Home delivery can be arranged for seniors. www.presbychurchofcoldspring.org/food-pantry.html



Mental Health Support

The Philipstown Behavioral Health Hub provides a single point of entry to behavioral health and substance use services and education. If you are in need of emergency mental health assistance, call 988 or 911 for 24/7 Toll free help. The Hub is available at admin@philipstownhub.org. www.philipstownhub.org/

PHILIPSTOWN AGING AT HOME

Senior Services Support

Philipstown Aging at Home provides support services for local seniors including social groups for seniors. www.paah.net

Cornell Cooperative Extension
Putnam County



You can also share this information by scanning the QR code or going to www.philipstownny.com



Please choose any services that apply.

	ME	FAMILY MEMBER	FRIEND
I am interested in receiving nourishing food from Philipstown Food Pantry for	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I am interested in receiving prepared meals from other community food initiatives for	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I am interested in receiving mental health services from Philipstown Hub for	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I am interested in receiving senior services from Philipstown Aging at Home for	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I am interested in volunteering at			
___ Philipstown Food Pantry			
___ Philipstown Hub			
___ Philipstown Aging at Home			
___ Cornell Cooperative Extension Putnam County			

Please put card in return envelope and mail back to
1 Geneva Rd, Brewster, NY 10509

Contact Information

Name: _____

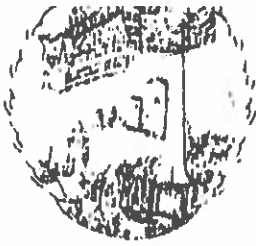
Address: _____

Email: _____

Phone: _____

How would you like to be contacted? Phone Email

Language: English Spanish Other _____



Town of Philipstown

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

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

MONTHLY REPORT for SEPT. 2022

1. Fees Collected	23,064.07
2. Total Number of Permits Issued	<u>25</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>4</u>
8. Additions, alterations or repairs commercial buildings:	<u>-</u>
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	<u>21</u>
10. Number of Certificates of Occupancy :	<u>26</u>
11. Number of Stop Work Orders issued:	<u>1</u>
12. Operating permits issued	<u>-</u>
13. Operating permits issued hazardous materials	<u>-</u>
14. Operating permits Hazardous processes and activities	<u>-</u>
15. Permits issued for the Use of pyrotechnic devices:	<u>-</u>
16. Inspection of public assembly :	<u>4</u>
17. Inspection of commercial occupancies	<u>5</u>
18. Inspection of buildings with 3 or more dwelling units:	<u>-</u>

(6 VILLAGE)

Projects of Significance: HEATING SEASON IS HERE,
HAVE YOUR HEATING DEVICE
AND CHIMNEY SERVICED
PRIOR TO USE.