

**Town of Austerlitz
Columbia County
New York**

Lee Tilden, Chairman,, Deborah Lans, Perry Samowitz, Eric Sieber

Planning Board Meeting

February 6, 2020

7:00 p.m.

*******AGENDA*******

1) Call Public Hearing to Order

Jill Duffy – Site Plan Review and Special Use Permit

2) Call Regular Meeting to Order

3) Approval of January minutes

4) Unfinished Business

Jill Duffy – Site Plan Review and Special Use Permit

5) New Business

6) Public Comments

7) Adjournment

****** Next Regular Planning Board Meeting March 5, 2020 ******

Town of Austerlitz
Planning Board
January 2, 2020

In attendance: Chairman Lee Tilden, Deborah Lans, Perry Samowitz, Eric Sieber
(Fifth board position is vacant).

Public Hearing Reference application 2019-7 (Duffy) Called to Order at 7:00 pm.

Representing the applicant, Anthony Diddio from Taconic Engineering made a presentation of the plans for the Punsit parcel . The proposal is for the property to be an operating farm with a campground composed of six cabins which are to be used as sleeping units for short term use. A central common building is proposed for bathing, toilet and kitchen facilities. Except for lighting in the cabins all utilities (water/septic) will be in the common building. A farm manager will be on site 24/7 to supervise the property. Parking for a maximum of 18 vehicles is proposed.

Charles VanderWest opposes the application as to the potential for increased traffic on Punsit Road and the development of the parcel.

Kathy VanderWest shared the same concerns as her husband .

Evelyn Madonia opposes the application due to concerns over traffic and shared her displeasure with the Board scheduling the hearing so close to a holiday.

Lance and Susan Morrow both were in opposition to the application, feeling it would be at odds with the conservancy dedications near the property, the Punsit Creek Valley in general and the character of Punsit Road.

Janice Goldfrank is opposed to the loss of her viewshed which she feels would be adversely affected by approval of this permit.

Ed Goldfrank opposed the application citing several issues; loss of property value, loss of and light pollution in his viewshed, increased traffic on Punsit Road (he questioned the rating of the bridge on same). He also is concerned with the applicant's business plan, and their desire for future expansion.

Mr. Diddio as well as a supporter in the audience made note that this Special Use Permit application is a less intensive use than what could be applied for under the Town's zoning code.

The members of the audience were advised that some of their concerns about certain specific issues regarding the application can be remedied by conditions required by the Board.

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The Board recognized the timing of the Public Hearing was near a major holiday.
As the applicant herself has not had the opportunity to make a presentation at a Public Hearing and in fairness to all parties the Board will adjourn the Public Hearing on this application to the regular meeting February.

Motion to adjourn the Public Hearing on application 2019-7 to the first order of business at the February 6, 2020 Planning Board meeting made by Deborah Lans, Second by Perry Samowitz:

Deborah Lans Aye
Eric Sieber Aye
Perry Samowitz Aye
Lee Tilden Aye
Motion carried 4/1

Regular meeting called to Order at 8:20pm
Motion by Deborah Lans, Second by Eric Sieber to approve the December minutes:
Deborah Lans Aye
Perry Samowitz Aye
Eric Sieber Aye
Lee Tilden Aye

Motion carried 4/1

Unfinished business:

The Board will try and meet at the Punsit parcel before the February meeting, if three or more members are present it will need to be advertised.

New Business:


None

Chairman Tilden requested a Motion to adjourn at 8:30pm
Motion to adjourn by Perry Samowitz, Second by Eric Sieber:

Deborah Lans Aye
Perry Samowitz Aye
Eric Sieber Aye
Lee Tilden Aye

Motion carried 4/1

COPY



TACONIC ENGINEERING, DPC

P.O. Box 272
Chatham NY 12037
(518) 392-6660
Info@taconicengineering.com

LETTER OF TRANSMITTAL (LOT)

Project: **Farm & Field- Glamping**
338 Punsit Road Austerlitz, NY

Project #: **19109**

Date: **10/28/2019**

To: **Town of Austerlitz Planning Board**

From: **Chad Lindberg, PE**
Taconic Engineering, DPC

	For File	X	For Approval	X	For Review & Comment
	For Reference/Use		For Confirmation		For Permit

Qty.	Doc. #	Rev.	Sheet #	Document Description
1				Letter of Agent
1				Application for Site Plan Review/Special Use Permit
1				Short Environmental Assessment Form
1				Application Fee- \$250.00
5				Proposed Project Narrative
5				Farm & Field- Glamping Site Plan (24" x 36")
5				Farm & Field- Multiuse Barn Elevations and Floorplans

Comments & Notes

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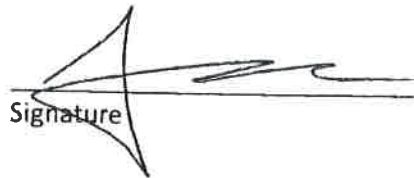


TACONIC ENGINEERING, DPC

P.O. Box 272
Chatham NY 12037
(518) 392-6660
Info@taconicengineering.com

LETTER OF AGENT

I (We), Jason Duffy am (are) the owner(s) of the property located at
338 Punsit Rd in the Town of Austerlitz, Tax Map Designation Section
95, Block 1, Lot 7.100. I (We) hereby authorize the firm Taconic
Engineering, DPC, to act as the applicant and my (our) agent to represent my interest in
applying to the Town of Austerlitz Planning Board and/or Zoning Board of
Appeals for Site Plan Approval/Special Use Permit.


Signature

10/25/19
Date

Signature

Date

COPY

Town of Austerlitz Planning Board
Application for Site Plan Review/Special Use Permit

TOWN OF AUSTERLITZ
RECEIVED

OCT 28 2019

PLANNING
BOARD
COLUMBIA COUNTY

Application Date: ___/___/___

Approval Request for: (check all that apply)

Site Plan ☒ Site Plan Amendment ☐ Special Use Permit ☒

Taconic Engineering DPC

Applicant: Name: c/o Andrew Didio Email: adidio@taconicengineering.com

Mailing Address: 2 Main Street, PO Box 272

City: Chatham State: NY Zip: 12037 Telephone: 518-392-6660

Owner: If different than applicant, if more than one owner provide information for each on separate sheet

Name: Jason Duffy Email: jill@farmandfieldny.com & jason@fieldstoneins.com

Street Address: 64 Owl Hill Road

City: Ghent State: NY Zip: 12075 Telephone: 973-879-6252

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Project Information: Tax Map Number: 95.-1-7.100 Parcel Acreage 180.40 acres

Location of Project/Street Address: 338 Punsit Road Austerlitz, NY

Current Land Use of Site: Residential with agricultural buildings and fields

Current Condition of Site: Existing improvements on-site are in good condition including but not limited to agricultural buildings and residential building.

Character of abutting parcels: Residential with open fields and forests.

Proposed Use(s) of site:

- ☐ Utilities ☐ Multi-family project
☐ In-Home Business ☒ Commercial Project ☐ Other (describe use below)

Detailed Description of Proposed Use, including primary and secondary uses (use separate sheet if necessary):

The proposed project consists of constructing/installing six (6) cabins for camping purposes with a multi-use barn and associated walking paths and extending existing driveway . The project also consists of construction/installation of wastewater and water treatment system.

Description of buildings to be used height, number of stories, square feet:

For residential projects include the number of dwelling units and size in square feet

The proposed six (6) cabins are 8'W x 20'L x 8'6"H shipping containers transformed into cabins. The proposed multi- use barn is two (2) 22' x 48' barns (height: 20') connected by 22' x 20' breezeway.

Is the property within 500 feet of ?

- ☐ A municipal boundary
☐ County or State Park or recreation either existing or proposed
☐ State or County road or right-of-way, either existing or proposed
☐ State or County owned building or institution
☐ Stream or drainage channel owned by County or for which channel lines have been established
☒ Active farm operation within an Agricultural District

If any of the above is true the site plan must also be reviewed by the County Planning Board.

Applicants Signature: [Signature]

Date: 10/28/19

FOR OFFICE USE ONLY

Date Received: _____ Project ID: _____

Preliminary Review Date: _____ Final Review Date: _____

Final Decision: _____ Site Plan Unnecessary _____ Approved
_____ Approved with conditions _____ Denied



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Who we are

We are full time residents of CC, farmers, food lovers, artists and firm believers in the power of community. Our agritourism business, Farm&Field, was inspired by our love of the land, our community and its farmers. By collaborating with local farms and small agro-businesses, we want to continue to find ways to contribute to our vibrant, rural community.

Our mission

First & foremost, our mission is to keep Punsit Valley Farm agrarian. We will provide opportunity to local farmers in the form of land access, while supporting other small farms & producers that are the backbone of our region through F&F programming. Secondly, we also hope to create a place for people to connect back to the land, food and community (hands in the dirt = connection to the land), by designing on-farm experiences that guide people towards deeper connection in low impact, but meaningful ways.

Our vision for Punsit Road

Our intention is to leave the visual corridor of Punsit road exactly as we see it today. No new building, no subdivision. It's agrarian use will be what is visible from the road and looking up into the hills. We plan to connect with a livestock farmer (ideally goats) who will graze animals on the land as well as managing our own homestead scale layer chickens and resurrecting the vegetable garden that the Kern's tended for years. Behind the eastern facing hedge row and tucked into the woods line, we will strategically place low impact camping sites with a multi use barn building for farm enterprise use and to accommodate camping sites.

Who will be on the land

With livestock and overnight guests staying on the land having the constant presence of a F&F staff member will be a necessary condition of our business for the well-being of the guests, animals and community. We plan to offer housing in the existing farmhouse to the farmer managing the land and/or a full-time property manager. We will be on site daily as well to facilitate guests experiences and help around the farm.

The revenue

Accommodations at the lodging sites and experiential educational programming will generate revenue to help offset the cost of keeping the land in agricultural use. The criteria for any F&F enterprise is as follows - is it good for the land, is it good for the community, does it align with our mission and values as a business?

Mud on your boots

Farming is messy and real and beautiful. As farmers ourselves and people who have really invested in an agricultural way of life, we are lucky enough to feel a deep connectedness to the land and our community on a daily basis. That cannot be said for everyone and authentic experience can hugely be transformational - especially in an age of rampant disconnection and distraction. Our intention is for a limited number of visitors to experience the agrarian way of life first-hand, boots in the mud, with real engagement with farmers and the land. Moments like these can be magical and we hope they leave deep lasting impact for the visitor, along with real positive impact for the farmer.

Our proven history

We have partnered with Lucy Marston, one of the most respected young farmers in Columbia County. She has spent the past eight years managing farm operations at Hawthorne Valley Farm and has a strong connection to the local agricultural community. Lucy left her position at HVF to explore other ways that she could put her passion for both agriculture and people to work. Together, we have co-created Farm & Field, a small farm-stay business where we offer accommodations as well experiences focused on food, farming and wellness. Our first season is winding down and was a huge success on many levels - mission accomplished - supporting our local farms, while connecting folks from away to the land. See the comments and reviews from our first project on Harlemville Road in Ghent, as well as letters of support from neighbors. (adjacent to Hawthorne Valley Farm).



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Short Environmental Assessment Form

Part 1 - Project Information

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Instructions for Completing

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

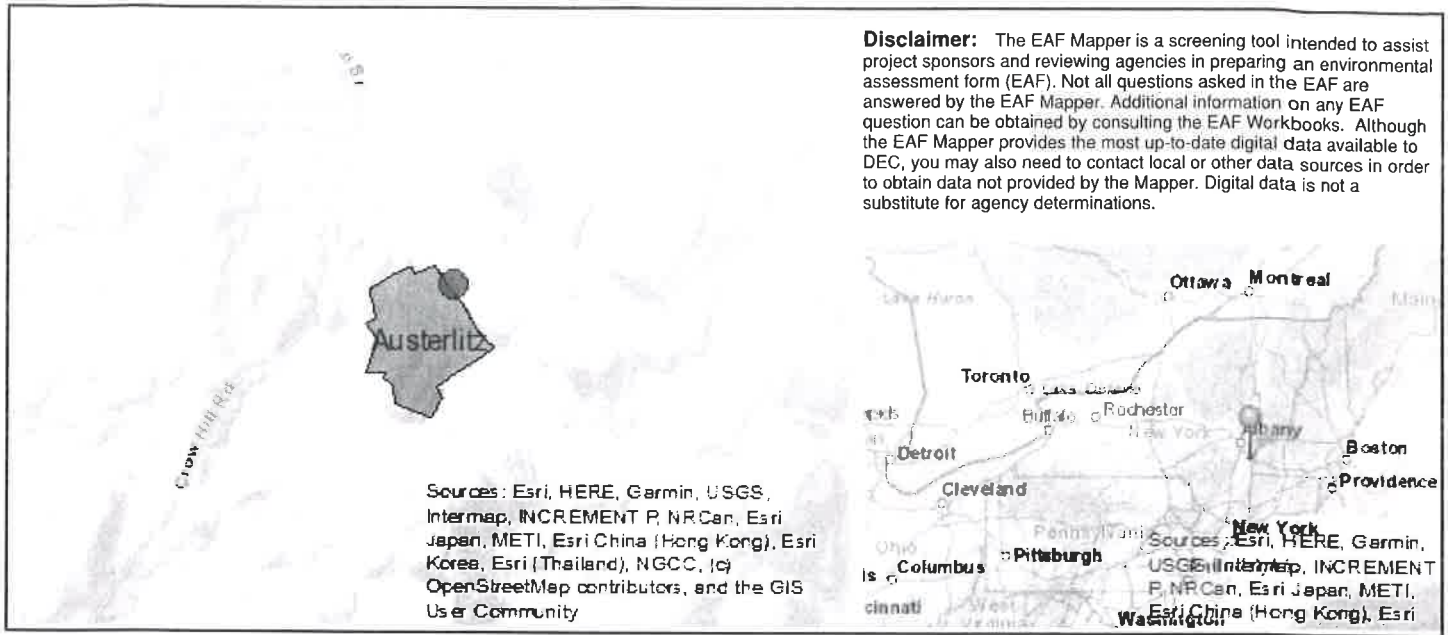
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Farm & Field- Glamping			
Project Location (describe, and attach a location map): 338 Punsit Road Austerlitz, NY (Tax ID: 95.-1-7.100)			
Brief Description of Proposed Action: The proposed project consists of constructing/installing six (6) cabins (8' x 20') for camping purposes with a multi-use barn (two 22' x 48' with 22' x 20' breezeway connection) and associated walking paths and extending existing driveway . The project also consists of construction/installation of wastewater and water treatment system.			
Name of Applicant or Sponsor: Taconic Engineering, DPC c/o Andrew Didio		Telephone: 518-392-6660 E-Mail: adidio@taconicengineering.com	
Address: 2 Main Street; PO Box 272			
City/PO: Chatham	State: NY	Zip Code: 12037	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Austerlitz Building Permit, CCDOH approval for wastewater and water treatment system		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		180.4 <input checked="" type="checkbox"/> acres	
b. Total acreage to be physically disturbed?		0.91 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		180.4 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

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	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: <u>On-site wastewater treatment system is proposed</u> _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: <u>On-site well is proposed</u> _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

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Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

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Columbia County, New York
Planning Board

20 November 2019

Mr. Lee Tilden, Chairman
Town of Austerlitz Planning Board
PO Box 238
Spencertown, NY 12165

TOWN OF AUSTERLITZ
RECEIVED
NOV 25 2019
PLANNING
BOARD
COLUMBIA COUNTY

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RE: Referral #19-073 – Jason Duffy, Site Plan Review and Special Use Permit

Dear Chairman Tilden:

Pursuant to the provisions of New York State General Municipal Law (NYSGML) §239-l and §239-m, please find the Columbia County Planning Board (CCPB) recommendation concerning the request of Jason Duffy for Site Plan Review and Special Use Permit. The proposed action is for construction of six camping cabins and two multi-use barns. The site is located at 338 Punsit Road in the Town of Austerlitz New York.

Pursuant to NYSGML §239-l and §239-m, the CCPB reviews proposed actions for inter-community or county-wide considerations and shall recommend Approval, Modification or Disapproval of the proposed action, or report that the proposed action has no significant county-wide or intercommunity impact. Upon recommendation of Modification or Disapproval, "...the referring body shall not act contrary to such recommendation except by a vote of majority plus one of all the members thereof". The CCPB may make informal comments to the referring body on the proposed action with any of the recommendations made.

Recommendation: The CCPB finds that this proposed action has no significant county-wide or intercommunity impacts associated with it. Therefore, the Town of Austerlitz Planning Board may take final action with a simple majority vote. However, the following informal comments are offered for consideration:

Comments:

1. **Agricultural Data Statement:** The CCPB notes that this parcel (Austerlitz 95.-1-7.100) is located with the NYS Department of Agriculture and Markets certified Columbia County Agricultural District #8. Pursuant to NYS Agriculture and Markets Law, Article 25AA, §305-a, any application for a special use permit, site plan approval, use variance, or subdivision approval requiring municipal review and approval that would occur on property within a NYS Certified Agricultural District containing a farm operation or property with boundaries within 500 feet of a farm operation located in an Agricultural District shall include an Agricultural Data Statement.
2. **Stormwater:** The CCPB suggests the town evaluate the project for compliance with NYS Department of Environmental Conservation (NYSDEC) regulations regarding the need for a

401 State Street, Hudson, NY 12534 (518) 828-3375

Stormwater Pollution Prevention Plan (SWPPP).

3. Driveway: The CCPB suggests that the town highway superintendent review the site plan for compliance with the town code regarding proper private road or driveway design, and year-round emergency access to seasonal use.
4. Emergency Access: The CCPB suggests the local fire chief review the site plan for adequate emergency vehicle access.
5. Water and Wastewater: The CCPB suggests the applicant contact the Columbia County Health Department to determine if this project meets the criteria for a Public Water System, for proper sizing and design of the wastewater treatment system, and for any other requirements regarding transient lodging.
6. Cabins: The CCPB suggests the applicant provide more detail regarding the construction and placement of the shipping containers including grading, foundation, site preparation, etc.
7. Barns: The CCPB suggests the applicant provide more detail regarding the proposed uses of the barns.
8. Proposed Uses: The CCPB suggests the applicant provide more detail regarding the seasonal and/or year-round occupancy and use of the site.
9. Utilities: The CCPB suggests that the applicant add the location of proposed and existing electrical service and all other proposed utility connections to the site plan.

Please note that within thirty (30) days after final action is taken, the Town of Austerlitz Planning Board shall file a report of the final action it has taken with the CCPB. Please contact Columbia County Planning Department at 518.828.3375 or patrice.perry@columbiacountyny.com for additional information.

Sincerely yours,



Timothy Stalker
Chair

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Cc: Susan Haag, Town Clerk, Town of Austerlitz

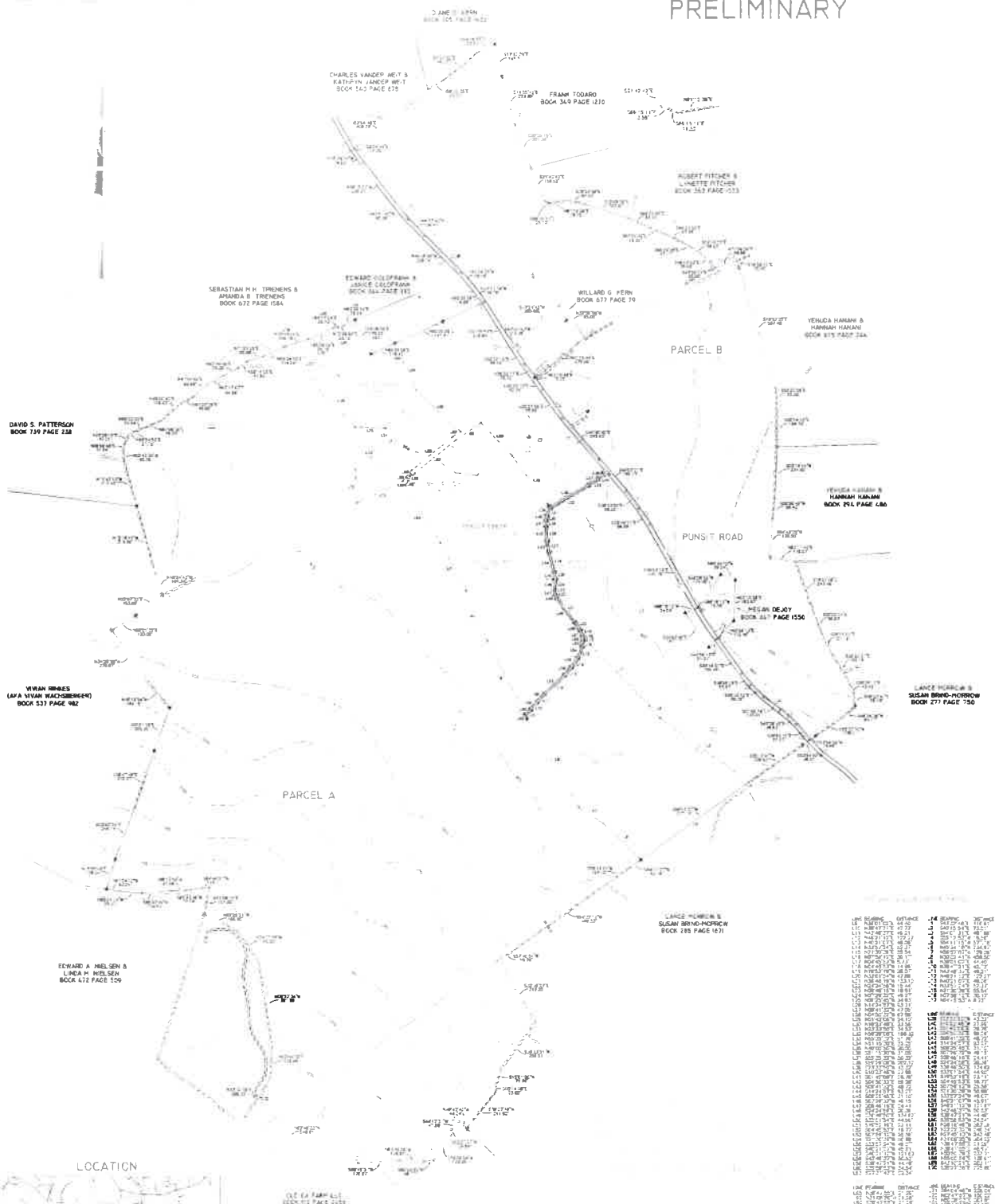
LEGEND

SURVEY OF PROPERTY OF
KAROLYN LOU SHEPARD
TOWN OF AUSTERLITZ, COLUMBIA COUNTY, NY

COPY

TOTAL AREA = 210.589 AC

PRELIMINARY



LOCATION



LINE	FROM	TO	BEARING	DISTANCE	AREA	PERIMETER
1	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
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63	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
64	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
65	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
66	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
67	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
68	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
69	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
70	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
71	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
72	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
73	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
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76	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
77	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
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79	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
80	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
81	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
82	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
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84	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
85	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
86	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
87	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
88	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
89	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
90	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
91	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
92	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
93	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
94	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
95	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
96	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
97	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
98	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
99	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00
100	100.0000	100.0000	N 00° 00' 00" E	100.00	100.00	100.00

Surveyed by: KAROLYN LOU SHEPARD
Date: 10/1/2023
Scale: 1" = 100' 0"



United States Department of Agriculture

October 24, 2019

Jill Duffy
64 Owl Hill Road
Ghent, NY 12075

COPY

Re: Notification of Existing Wetlands Reserve Program (WRP) Easement on Your Property

Dear Jill Duffy:

Easement Number: 66-2C31-0-OY5J

County records indicate that you purchased land located in the Town of Austerlitz in Columbia County. The property you purchased has an existing WRP conservation easement held by the United States of America through NRCS. Although you should have received a copy of the easement during your negotiations with closing officials, I am enclosing an additional copy for your records.

The enclosed copy of the Warranty Easement Deed identifies the wetland reserve easement 66-2C31-0-OY5J, which was conveyed to the United States in perpetuity and which remains with that land. Under the easement, the United States owns all rights, title, and interests in the land, except for the rights reserved to the fee title landowner. Reserved rights are identified in part II of the Warranty Easement Deed, and include record title, quiet enjoyment of easement area, control of access by the general public, undeveloped recreational uses, and subsurface resources with certain restrictions.

Please note that the easement specifically prohibits the following activities:

1. Haying, mowing, or seed harvesting for any reason;
2. Altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. Dumping refuse, wastes, sewage, or other debris;
4. Harvesting wood products;
5. Draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
6. Diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;

United States Department of Agriculture
Natural Resources Conservation Service
441 South Salina Street, Suite 354
Syracuse, NY 13202-2450
315-477-6504(p) 855-477-8518(f)

An Equal Opportunity Provider, Employer and Lender



United States Department of Agriculture

7. Building, placing or allowing to be placed structures on, under, or over the easement area, except for structures undeveloped recreational use;
8. Planting or harvesting any crop;
9. Grazing or allowing livestock on the easement area;
10. Distributing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
11. Use of the easement area for developed recreation. These include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
12. Any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement areal and
13. Any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.

COPY

In accordance with part IV of the Warranty Easement Deed, NRCS may authorize you, as the landowner, to use the easement area for a specific compatible use if NRCS determines that such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. You may request authorization to conduct certain compatible uses on the easement area; however, you must request and receive a signed compatible use authorization (CUA) from NRCS before beginning any activities on the easement area that are not one of the rights reserved to landowner in part II of the Warranty Easement Deed. NRCS will evaluate whether any requested activity is consistent with the program purposes and restoration objectives of the easement. We will notify you in writing whether the requested use is approved, and of the terms and conditions of such approval, including timing, frequency, duration, extent, and location.

NRCS monitors all of its easements annually. Monitoring includes, at a minimum, contacting easement landowners to verify current ownership, but may also include offsite and onsite monitoring of easement conditions. Annual monitoring verifies compliance with deed terms and conditions and provides easement landowners an opportunity to discuss any concerns and potential improvements that would further the long term protection and enhancement of easement habitat consistent with the purposes of the program and the terms of the Warranty Easement Deed.

United States Department of Agriculture
Natural Resources Conservation Service
441 South Salina Street, Suite 354
Syracuse, NY 13202-2450
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United States Department of Agriculture

I have also enclosed a copy of our most recent annual newsletter. The newsletter is intended to provide easement holders with information regarding easement management, interesting occurrences on easements throughout New York as well as reminders concerning what activities are allowed within the easement.

If you have any questions regarding this easement, please contact Dianna Stanton, District Conservationist, at 518-271-1740.

Sincerely,

A handwritten signature in black ink that reads "Erica Stach". The signature is written in a cursive, flowing style.

Erica Stach
Program Analyst

COPY

Enclosure: Warranty Easement Deed

CC: Dianna Stanton, District Conservationist, Troy, NY
David Mortensen, ASTC-FO, NRCS, Walton, NY
Peter B. Gibbs, Program Manager, NRCS, Syracuse, NY

United States Department of Agriculture
Natural Resources Conservation Service
441 South Salina Street, Suite 354
Syracuse, NY 13202-2450
315-477-6504(p) 855-477-8518(f)

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HOLLY C. TANNER
COLUMBIA COUNTY CLERK
560 WARREN ST., HUDSON, N.Y. 12534
(518) 828-3339



COVER SHEET REV 09/25/2007

COLUMBIA COUNTY

County Clerk's Recording Page

Return To:

SCHWERZMANN & WISE P.C.
215 WASHINGTON STREET
PO BOX 704
WATERTOWN NY 13601

Grantor:

SHEPARD KAROLYN

Grantee:

UNITED STATES OF AMERICA

Recording Fees:

RECORDING	\$115.00
ED/ CULTURAL FUND	\$1.00
TRANSFER	\$0.00
CC DEED TAX	\$0.00
ED FUND CULTURE INDEX	\$14.25
ED FUND INDEX	\$4.75
TP 584	\$5.00
CC SUPP TAX FORM	\$5.00

Book: 705

Page: 1588

Page Count: 19

Doc Type: **EASEMENT**

Rec Date: **03/24/2011**

Rec Time: **10:48:35 AM**

Control #: **2011004065**

User ID: **cash2**

Trans Num: **276814**

DEED SEQ: **00001080**

MTG SEQ

UCC

SCAR

INDEX

COPY

Consideration Amount:	\$0.00
------------------------------	---------------

Basic	\$0.00
N/A	\$0.00
Columbia Co	\$0.00
Sonyma	\$0.00
TRANSFER	\$0.00
CC DEED TAX	\$0.00

Total: \$145.00

STATE OF NEW YORK
COLUMBIA COUNTY

WARNING: DO NOT DETACH!!
THIS SHEET CONSTITUTES THE CLERKS ENDORSEMENT
REQUIRED BY SECTION 316 - A(5) & SECTION 319 OF
THE REAL PROPERTY LAW OF THE STATE OF NY.

HOLLY C TANNER
COUNTY CLERK

Holly C. Tanner

◆◆ THIS IS NOT A BILL ◆◆

1003-30119

U.S. Department of Agriculture
Natural Resources Conservation Service
12/2009

NRCS-LTP-30
01/2010

WARRANTY EASEMENT DEED IN PERPETUITY

WETLANDS RESERVE PROGRAM EASEMENT NO. 66-2C31-0-OY5J

THIS WARRANTY EASEMENT DEED is made by and between **KAROLYN LOU SHEPARD OF 365 PUNSI ROAD, CHATHAM, NEW YORK 12037 AND DOROTHY C. KERN (LIFE ESTATE), OF 365 PUNSI ROAD, CHATHAM, NEW YORK 12037** (hereafter referred to as the "Landowner"), Grantor(s), and the **UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee, Washington, DC 20250-1400. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of **ONE HUNDRED NINETEEN THOUSAND ONE HUNDRED SEVENTY-SIX AND 00/100 Dollars (\$119,176.00)**, the Grantor(s) hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, (the Grantee), in perpetuity, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

SCHWERMANN & WISE, P.C.
ATTORNEYS AT LAW
375 WASHINGTON STREET
P.O. BOX 741
WATER TOWN, NEW YORK 13601

Record and return to:
Jamie L. Pope

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, the Landowner reserves:

- A. **Title.** Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. **Quiet Enjoyment.** The right of the Landowner to enjoy the rights reserved on the easement area without interference from others.
- C. **Control of Access.** The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. **Recreational Uses.** The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- E. **Subsurface Resources.** The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.

- F. Water uses and water rights. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the easement area:
1. haying, mowing, or seed harvesting for any reason;
 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
 3. dumping refuse, wastes, sewage, or other debris;
 4. harvesting wood products;
 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
 6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;
 7. building, placing, or allowing to be placed structures on, under, or over the easement area, except for structures for undeveloped recreational use;
 8. planting or harvesting any crop;
 9. grazing or allowing livestock on the easement area;
 10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
 11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
 12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
 13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.

COPY

- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.
- D. Use of water for easement purposes. The landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this easement deed, if applicable.
- E. Protection of water uses and water rights. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- F. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- G. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.
- H. Survival. Irrelevant of any violations by the Landowner of the terms of this deed, this easement survives and runs with the land for its duration.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

COPY

- A. **Management activities.** The United States has the right to enter the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, on the easement area in order to maintain or improve wetland and other natural values.
- B. **Access.** The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. **Easement Management.** The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. §3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.
- D. **Violations and Remedies - Enforcement.** The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
 - 1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,

2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

COPY

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards or conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State law.

- D. General Indemnification. Landowner shall indemnify and hold harmless, the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

The remainder of this page left intentionally blank.

COPY

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dorothy C. Kern, reserved a Life Estate in the premises in a conveyance to Karolyn Lou Shepard by a certain deed, dated November 28, 2000 and recorded in the Columbia County clerk's Office on November 29, 2000 in Book 369, Page 1678.

Dated this 3 day of March, 2011.

Landowner(s): Karolyn Lou Shepard
KAROLYN LOU SHEPARD

Landowner(s): Dorothy C. Kern
DOROTHY C. KERN

COPY

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF COLUMBIA

On this 3 day of March, 2011, before me, the undersigned, personally appeared Karolyn Lou Shepard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Susan A. Haag
NOTARIAL SEAL

My Commission

Expires SUSAN A. HAAG
Notary Public, State of New York
Qualified Columbia County, #4689268
Commission Expires 4/20/2011

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF COLUMBIA

COPY

On this 3 day of March, 2011, before me, the undersigned, personally appeared Dorothy C. Kern, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ capacity, and that by ~~his~~/her/~~their~~ signature on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Susan A Haag

NOTARIAL SEAL

My Commission

Expires

SUSAN A. HAAG

Notary Public, State of New York

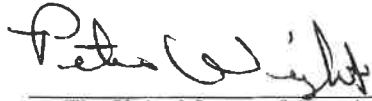
Qualified Columbia County, #4885068

Commission Expires 4/20/2011

ACCEPTANCE BY GRANTEE:

I PETER E. WRIGHT (name), ACTING STATE CONSERVATIONIST (title), being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 9th day of FEBRUARY, 2011.



The United States of America
PETER E. WRIGHT, ACTING STATE CONSERVATIONIST
Natural Resources Conservation Service
U. S. Department of Agriculture

COPY

ACKNOWLEDGMENT

STATE OF NY

COUNTY OF MONROGIA

On this 9th day of FEBRUARY, 2011, before me, the undersigned, personally appeared PETER E. WRIGHT, ACTING STATE CONSERVATIONIST, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

KIMBERLEY A. STINSON
Notary Public
No. 01ST5089252
County of Madison, State of N.Y.
Commission Expires:
December 8, 2013

Notary Public 
My Commission
Expires 12/08/2013
NOTARIAL SEAL

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

COPY

NONDISCRIMINATION STATEMENT

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LAND INTERESTS TO BE ACQUIRED
IN EASEMENT BY
UNITED STATES OF AMERICA
WETLANDS RESERVE PROGRAM (WRP) EASEMENT
FROM
KAROLYN LOU SHEPARD
TOWN OF AUSTERLITZ
COLUMBIA COUNTY, NEW YORK STATE
CONTRACT 66-2C31-0-0Y5J

COPY

SURVEYOR'S DESCRIPTION

All those certain lots, pieces, or parcels of land situate, being portions of the property acquired by Carolyn Lou Shepard, grantee, from Dorothy C. Kern, grantor, by Deed Recorded in the Columbia County Clerk's Office in Liber 369 at Page 1678 on November 29, 2000, lying and being westerly of Punsit Road with all bearings being referred to True North at the 74 degree 30 minute Meridian of West Longitude (with a counter-clockwise Magnetic declination of 13 degrees 51 minutes 14 seconds from True North on September 1, 2010). All 36 inch long 5/8 inch diameter rebars with red plastic cap stamped "WRP-Easement, NRCS-NY" set by Hulbert Engineering and Land Surveying, P.C. being referred to as a 'set rebar', set 0.2 feet above ground, or as noted, bounded and described as follows:

EASEMENT PARCEL 1

COMMENCING at a set rebar, set flush, on the existing westerly road boundary of Punsit Road (49.5' R.O.W. width), said rebar being measured 930 feet more or less, southerly along said road boundary from a point at its intersection between said property owned by Carolyn Lou Shepard on the south and the property now or formerly owned by Carolyn McLeod and Mark E. Shepard (Liber 572, Page 975, Recorded on March 6, 1984) on the north;

thence through said property owned by Carolyn Lou Shepard, a tie bearing of South 06 degrees 01 minutes 37 seconds West, a distance of 755.83 feet to a set rebar, set flush, said rebar being the POINT OR PLACE OF BEGINNING at NY State Plane, East Zone, NAD83 (CORS 2007), US Survey Feet Coordinate 1,263,689.92 Northing and 753,222.68 Easting;

RUNNING THENCE from said Point of Beginning, through said property owned by Carolyn Lou Shepard, along the southerly boundary of Access Parcel 1 described below, the following nine (9) courses and distances:

- 1) South 04 degrees 45 minutes 53 seconds East, a distance of 8.73 feet to a point;
- 2) South 07 degrees 59 minutes 12 seconds West, a distance of 30.17 feet to a point;
- 3) South 21 degrees 30 minutes 39 seconds West, a distance of 55.54 feet to a point;
- 4) South 33 degrees 57 minutes 24 seconds West, a distance of 52.37 feet to a point;
- 5) South 40 degrees 21 minutes 07 seconds West, a distance of 48.08 feet to a point;
- 6) South 46 degrees 21 minutes 12 seconds West, a distance of 122.27 feet to a point;
- 7) South 43 degrees 48 minutes 37 seconds West, a distance of 49.21 feet to a point;
- 8) South 38 degrees 47 minutes 21 seconds West, a distance of 42.73 feet to a point;
- 9) South 36 degrees 01 minutes 02 seconds West, a distance of 44.40 feet to a set rebar;

thence through said property owned by Carolyn Lou Shepard, generally along the easterly side of a stone wall, the following three (3) courses and distances:

- 1) South 30 degrees 02 minutes 41 seconds East, a distance of 459.50 feet to a set rebar;
- 2) South 56 degrees 57 minutes 07 seconds East, a distance of 129.09 feet to a set rebar;
- 3) South 45 degrees 34 minutes 18 seconds East, a distance of 234.67 feet to a set rebar, set 0.5 feet above ground, at its intersection with the division line between said property owned by Carolyn Lou Shepard on the north and the

property now or formerly owned by Lance Morrow and Susan Brind-Morrow (Liber 285, Page 1671, Recorded on November 29, 1996) on the south;

thence along the last mentioned division line, the following two (2) courses and distances:

- 1) North 54 degrees 11 minutes 15 seconds East, a distance of 577.18 feet to a point;
- 2) North 55 degrees 12 minutes 53 seconds East, a distance of 18.56 feet to a set PK nail in the base of a 24 inch Elm tree, said PK nail witnessed by a found 5/8 inch rebar, 0.3 feet above ground, a distance of 290.97 feet northeasterly along said division line, at northeasterly end of stone wall;

thence through said property owned by Karolyn Lou Shepard, the following three (3) courses and distances:

- 1) North 54 degrees 07 minutes 31 seconds West, a distance of 487.86 feet to a set rebar;
- 2) North 40 degrees 15 minutes 54 seconds West, a distance of 73.01 feet to a set rebar;
- 3) North 43 degrees 32 minutes 48 seconds West, a distance of 416.61 feet to the POINT OR PLACE OF BEGINNING. Containing 450,334 square feet or 10.3383 acres, more or less, as shown on the map referenced below.

COPY

EASEMENT PARCEL 2

COMMENCING at a set rebar, set flush, on the existing westerly road boundary of Punsit Road (49.5' R.O.W. width), said rebar being measured 930 feet more or less, southerly along said road boundary from a point at its intersection between said property owned by Karolyn Lou Shepard on the south and the property now or formerly owned by Karolyn McLeod and Mark E. Shepard (Liber 572, Page 975, Recorded on March 6, 1984) on the north;

thence through said property owned by Karolyn Lou Shepard, the following three (3) courses and distances:

- 1) South 51 degrees 15 minutes 30 seconds West, a distance of 31.05 feet to a point;
- 2) South 55 degrees 35 minutes 32 seconds West, a distance of 50.32 feet to a point;
- 3) South 59 degrees 29 minutes 08 seconds West, a distance of 202.12 feet to a set rebar, said rebar being the POINT OR PLACE OF BEGINNING at NY State Plane, East Zone, NAD83 (CORS 2007), US Survey Feet Coordinate 1,264,291.07 Northing and 753,062.17 Easting;

RUNNING THENCE from said Point of Beginning, continuing through said property owned by Karolyn Lou Shepard, the following twenty-two (22) courses and distances:

- 1) South 23 degrees 33 minutes 50 seconds West, a distance of 43.32 feet to a point;
- 2) South 10 degrees 23 minutes 48 seconds West, a distance of 27.99 feet to a point;
- 3) South 01 degrees 42 minutes 06 seconds East, a distance of 26.76 feet to a point;
- 4) South 04 degrees 50 minutes 32 seconds East, a distance of 69.26 feet to a point;
- 5) South 09 degrees 41 minutes 32 seconds East, a distance of 48.72 feet to a point;
- 6) South 14 degrees 24 minutes 57 seconds East, a distance of 93.27 feet to a point;
- 7) South 09 degrees 25 minutes 45 seconds East, a distance of 31.10 feet to a set rebar;
- 8) South 07 degrees 26 minutes 32 seconds West, a distance of 49.15 feet to a point;
- 9) South 08 degrees 46 minutes 16 seconds East, a distance of 24.41 feet to a point;
- 10) South 24 degrees 24 minutes 56 seconds East, a distance of 20.36 feet to a point;
- 11) South 36 degrees 48 minutes 50 seconds East, a distance of 134.62 feet to a point;
- 12) South 33 degrees 01 minutes 54 seconds East, a distance of 44.90 feet to a set rebar, set flush;

Lou Shepard on the south and the property now or formerly owned by Karolyn McLeod and Mark E. Shepard (Liber 572, Page 1671, Recorded on November 29, 1996) on the north;

thence through said property owned by Karolyn Lou Shepard, the following three (3) courses and distances:

- 1) South 51 degrees 15 minutes 30 seconds West, a distance of 31.05 feet to a point;
- 2) South 55 degrees 35 minutes 32 seconds West, a distance of 50.32 feet to a point;
- 3) South 59 degrees 29 minutes 08 seconds West, a distance of 202.12 feet to a set rebar, said rebar being the Point of Beginning of the above described Easement Parcel 2;

thence continuing through said property owned by Karolyn Lou Shepard, along the southerly boundary of said Easement Parcel 2, the following twenty-two (22) courses and distances:

- 1) South 23 degrees 33 minutes 50 seconds West, a distance of 43.32 feet to a point;
- 2) South 10 degrees 23 minutes 48 seconds West, a distance of 27.99 feet to a point;
- 3) South 01 degrees 42 minutes 06 seconds East, a distance of 26.76 feet to a point;
- 4) South 04 degrees 50 minutes 32 seconds East, a distance of 69.26 feet to a point;
- 5) South 09 degrees 41 minutes 32 seconds East, a distance of 48.72 feet to a point;
- 6) South 14 degrees 24 minutes 57 seconds East, a distance of 93.27 feet to a point;
- 7) South 09 degrees 25 minutes 45 seconds East, a distance of 31.10 feet to a set rebar;
- 8) South 07 degrees 26 minutes 32 seconds West, a distance of 49.15 feet to a point;
- 9) South 08 degrees 46 minutes 16 seconds East, a distance of 24.41 feet to a point;
- 10) South 24 degrees 24 minutes 56 seconds East, a distance of 20.36 feet to a point;
- 11) South 36 degrees 48 minutes 50 seconds East, a distance of 134.62 feet to a point;
- 12) South 33 degrees 01 minutes 54 seconds East, a distance of 44.90 feet to a set rebar, set flush;
- 13) South 19 degrees 52 minutes 19 seconds East, a distance of 23.11 feet to a point;
- 14) South 04 degrees 45 minutes 53 seconds East, a distance of 18.77 feet to a point;
- 15) South 07 degrees 59 minutes 12 seconds West, a distance of 25.56 feet to a point;
- 16) South 21 degrees 30 minutes 39 seconds West, a distance of 50.99 feet to a point;
- 17) South 33 degrees 57 minutes 24 seconds West, a distance of 49.07 feet to a point;
- 18) South 40 degrees 21 minutes 07 seconds West, a distance of 45.91 feet to a point;
- 19) South 46 degrees 21 minutes 12 seconds West, a distance of 121.67 feet to a point;
- 20) South 43 degrees 48 minutes 37 seconds West, a distance of 50.53 feet to a point;
- 21) South 38 degrees 47 minutes 21 seconds West, a distance of 44.49 feet to a point;
- 22) South 35 degrees 58 minutes 53 seconds West, a distance of 34.54 feet to a set rebar;

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thence South 27 degrees 31 minutes 43 seconds East, continuing through said property owned by Karolyn Lou Shepard, a distance of 22.34 feet to a set rebar, said rebar being the northwest corner of the above described Easement Parcel 1;

thence along the northerly boundary of said Easement Parcel 1, continuing through said property owned by Karolyn Lou Shepard, the following twenty-five (25) courses and distances:

- 1) North 36 degrees 01 minutes 02 seconds East, a distance of 44.40 feet to a point;
- 2) North 38 degrees 47 minutes 21 seconds East, a distance of 42.73 feet to a point;

- 13) South 19 degrees 52 minutes 19 seconds East, a distance of 23.11 feet to a point;
- 14) South 04 degrees 45 minutes 53 seconds East, a distance of 18.77 feet to a point;
- 15) South 07 degrees 59 minutes 12 seconds West, a distance of 25.56 feet to a point;
- 16) South 21 degrees 30 minutes 39 seconds West, a distance of 50.99 feet to a point;
- 17) South 33 degrees 57 minutes 24 seconds West, a distance of 49.07 feet to a point;
- 18) South 40 degrees 21 minutes 07 seconds West, a distance of 45.91 feet to a point;
- 19) South 46 degrees 21 minutes 12 seconds West, a distance of 121.67 feet to a point;
- 20) South 43 degrees 48 minutes 37 seconds West, a distance of 50.53 feet to a point;
- 21) South 38 degrees 47 minutes 21 seconds West, a distance of 44.49 feet to a point;
- 22) South 35 degrees 58 minutes 53 seconds West, a distance of 34.54 feet to a set rebar;

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thence through said property owned by Karolyn Lou Shepard, generally along the easterly side of a stone wall, the following four (4) courses and distances:

- 4) North 26 degrees 16 minutes 49 seconds West, a distance of 367.36 feet to a set rebar;
- 5) North 22 degrees 22 minutes 32 seconds West, a distance of 246.34 feet to a set rebar;
- 6) North 27 degrees 45 minutes 13 seconds West, a distance of 243.48 feet to a set rebar;
- 7) North 31 degrees 09 minutes 25 seconds West, a distance of 304.22 feet to a set rebar, said rebar being the Point of Beginning of Access Parcel 2 described below;

thence along said southerly boundary of said Access Parcel 2 and through said property owned by Karolyn Lou Shepard, the following five (5) courses and distances:

- 1) North 38 degrees 47 minutes 55 seconds East, a distance of 68.26 feet to a point;
- 2) North 50 degrees 50 minutes 39 seconds East, a distance of 233.71 feet to a point;
- 3) North 55 degrees 00 minutes 56 seconds East, a distance of 138.91 feet to a set rebar;
- 4) South 43 degrees 10 minutes 21 seconds East, a distance of 203.11 feet to a set rebar;
- 5) South 35 degrees 27 minutes 36 seconds East, a distance of 275.60 feet to the POINT OR PLACE OF BEGINNING. Containing 482,854 square feet or 11.0848 acres, more or less, as shown on the map referenced below.

EASEMENT PARCEL 3

COMMENCING at a set rebar on the existing westerly road boundary of Punsit Road (49.5' R.O.W. width), said rebar being measured 930 feet more or less, southerly along said road boundary from a point at its intersection between said property owned by Karolyn Lou Shepard on the south and the property now or formerly owned by Karolyn McLeod and Mark E. Shepard (Liber 572, Page 975, Recorded on March 6, 1984) on the north;

thence through said property owned by Karolyn Lou Shepard, a tie bearing of South 86 degrees 11 minutes 39 seconds West, a distance of 878.47 feet to a set rebar, said rebar being the Point of Beginning of Access Parcel 2 described below;

thence North 31 degrees 09 minutes 25 seconds West, continuing through said property owned by Karolyn Lou Shepard, along the westerly boundary of said Access Parcel 2, a distance of 21.29 feet to the POINT OR PLACE OF BEGINNING at NY State Plane, East Zone, NAD83 (CORS 2007), US Survey Feet Coordinate 1,264,401.48 Northing and 752,414.49 Easting;

thence continuing through said property owned by Karolyn Lou Shepard, the following seven (7) courses and distances:

- 1) South 64 degrees 04 minutes 46 seconds West, generally along the northerly side of a stone wall, a distance of 228.04 feet to a set rebar;
- 2) North 02 degrees 47 minutes 57 seconds West, a distance of 150.22 feet to a set rebar;
- 3) North 50 degrees 38 minutes 23 seconds East, a distance of 207.81 feet to a set rebar;
- 4) North 25 degrees 14 minutes 53 seconds West, a distance of 61.68 feet to a set rebar;
- 5) North 88 degrees 06 minutes 48 seconds West, a distance of 137.00 feet to a set rebar;
- 6) North 17 degrees 17 minutes 42 seconds West, a distance of 241.42 feet to a set rebar;
- 7) North 61 degrees 28 minutes 31 seconds West, a distance of 272.77 feet to a set PK nail in an 8 inch Maple tree at its intersection with the division line between said property owned by Karolyn Lou Shepard on the south and the property now or formerly owned by Sebastian M.H. and Amanda B. Trienens (Liber 672, Page 1584, Recorded on November 12, 2009) on the north;

thence along the last mentioned division line, the following five (5) courses and distances:

- 1) North 72 degrees 40 minutes 44 seconds East, a distance of 106.78 feet to a found 48 inch Hickory tree with barbed wire;
- 2) North 65 degrees 08 minutes 54 seconds East, a distance of 125.16 feet to a point;
- 3) North 84 degrees 17 minutes 24 seconds East, a distance of 20.43 feet to a point;
- 4) North 72 degrees 26 minutes 24 seconds East, a distance of 25.12 feet to a point;
- 5) North 62 degrees 28 minutes 04 seconds East, a distance of 59.24 feet to a set rebar at its intersection with the division line between said property owned by Karolyn Lou Shepard on the west and said property now or formerly owned by Karolyn McLeod and Mark E. Shepard on the east;

thence along the last mentioned division line, the following two (2) courses and distances:

- 1) South 24 degrees 06 minutes 59 seconds East, a distance of 170.00 feet to a set rebar;
- 2) North 65 degrees 29 minutes 26 seconds East, a distance of 118.43 feet to a set rebar, said set rebar witnessed by a found 1 inch iron pipe, 0.3 feet above ground, bent, a distance of 422.50 feet northeasterly along said division line,;

thence through said property owned by Karolyn Lou Shepard and along the northerly boundary of said Access Parcel 2, the following five (5) courses and distances:

- 1) South 24 degrees 26 minutes 52 seconds East, a distance of 229.80 feet to a set rebar;
- 2) South 46 degrees 55 minutes 24 seconds East, a distance of 273.12 feet to a set rebar;
- 3) South 55 degrees 00 minutes 56 seconds West, a distance of 42.42 feet to a point;
- 4) South 50 degrees 50 minutes 39 seconds West, a distance of 236.55 feet to a point;
- 4) South 38 degrees 47 minutes 55 seconds West, a distance of 63.08 feet to the POINT OR PLACE OF BEGINNING. Containing 232,088 square feet or 5.3280 acres, more or less, as shown on the map referenced below.

TOGETHER with access for ingress and egress described as follows:

EXHIBIT B

ACCESS PARCEL 1

BEGINNING at a set rebar, set flush, on said existing westerly road boundary of Punsit Road at NY State Plane, East Zone, NAD83, US Survey Feet Coordinate 1,264,441.57 Northing and 753,302.03 Easting, said rebar being measured 930 feet more or less, southerly along said road boundary from a point at its intersection between said property owned by Karolyn

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- 3) North 43 degrees 48 minutes 37 seconds East, a distance of 49.21 feet to a point;
 - 4) North 46 degrees 21 minutes 12 seconds East, a distance of 122.27 feet to a point;
 - 5) North 40 degrees 21 minutes 07 seconds East, a distance of 48.08 feet to a point;
 - 6) North 33 degrees 57 minutes 24 seconds East, a distance of 52.37 feet to a point;
 - 7) North 21 degrees 30 minutes 39 seconds East, a distance of 55.54 feet to a point;
 - 8) North 07 degrees 59 minutes 12 seconds East, a distance of 30.17 feet to a point;
 - 9) North 04 degrees 45 minutes 53 seconds West, passing through a set rebar, set flush, at 8.73 feet, said rebar being the Point of Beginning of the above described Easement Parcel 1, a total distance of 23.65 feet to a point;
 - 10) North 19 degrees 52 minutes 19 seconds West, a distance of 28.07 feet to a point;
 - 11) North 33 degrees 01 minutes 54 seconds West, a distance of 47.86 feet to a point;
 - 12) North 36 degrees 48 minutes 50 seconds West, a distance of 133.11 feet to a point;
 - 13) North 24 degrees 24 minutes 56 seconds West, a distance of 15.44 feet to a point;
 - 14) North 08 degrees 46 minutes 16 seconds West, a distance of 18.81 feet to a point;
 - 15) North 07 degrees 26 minutes 32 seconds East, a distance of 49.27 feet to a point;
 - 16) North 09 degrees 25 minutes 45 seconds West, a distance of 34.93 feet to a point;
 - 17) North 14 degrees 24 minutes 57 seconds West, a distance of 93.31 feet to a point;
 - 18) North 09 degrees 41 minutes 32 seconds West, a distance of 47.05 feet to a point;
 - 19) North 04 degrees 50 minutes 32 seconds West, a distance of 67.86 feet to a point;
 - 20) North 01 degrees 42 minutes 06 seconds West, a distance of 24.10 feet to a point;
 - 21) North 10 degrees 23 minutes 48 seconds East, a distance of 23.56 feet to a point;
 - 22) North 23 degrees 33 minutes 50 seconds East, a distance of 34.53 feet to a point;
 - 23) North 59 degrees 29 minutes 08 seconds East, a distance of 196.32 feet to a point;
 - 24) North 55 degrees 35 minutes 32 seconds East, a distance of 51.76 feet to a point;
 - 25) North 51 degrees 15 minutes 30 seconds East, a distance of 32.25 feet to a point on said westerly road boundary of Punsit Road;

thence North 40 degrees 00 minutes 50 seconds West, along the last mentioned road boundary, a distance of 20.00 feet to the POINT OR PLACE OF BEGINNING. Containing 27,287 square feet or 0.6264 acre, more or less, as shown on the map referenced below.

ACCESS PARCEL 2

COMMENCING at a set rebar on the existing westerly road boundary of Punsit Road (49.5' R.O.W. width), said rebar being measured 930 feet more or less, southerly along said road boundary from a point at its intersection between said property owned by Carolyn Lou Shepard on the south and the property now or formerly owned by Carolyn McLeod and Mark E. Shepard (Liber 572, Page 1671, Recorded on November 29, 1996) on the north;

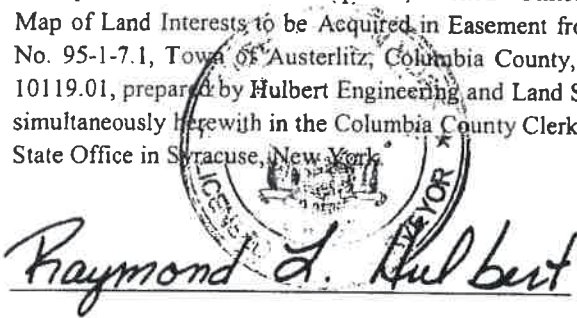
thence through said property owned by Carolyn Lou Shepard, a tie bearing of South 86 degrees 11 minutes 39 seconds West, a distance of 878.47 feet to a set rebar, said rebar being the Point of Beginning at NY State Plane, East Zone, NAD83, US Survey Feet Coordinate 1,264,383.26 Northing and 752,425.51 Easting;

thence continuing through said property owned by Carolyn Lou Shepard, the following four (4) courses and distances:

- 1) North 31 degrees 09 minutes 25 seconds West, a distance of 21.29 feet to a set rebar, said rebar being the Point of Beginning of the above described Easement Parcel 3;
- 2) North 38 degrees 47 minutes 55 seconds East, along the southerly boundary of said Easement Parcel 3, a distance of 21.29 feet to a point;
- 3) South 31 degrees 09 minutes 25 seconds East, a distance of 21.29 feet to a point;
- 5) South 38 degrees 47 minutes 55 seconds West, a distance of 21.29 feet to the POINT OR PLACE OF BEGINNING. Containing 426 square feet or 0.0098 acre, more or less, as shown on the map referenced below.

Subject to any Municipal, Public, or Private easements in existence or of record.

A map of the above described parcel, entitled "United States of America, Wetlands Reserve Program (WRP) Easement, Map of Land Interests to be Acquired in Easement from Karolyn Lou Shepard, Contract No. 66-2C31-0-0Y5J, Tax Map No. 95-1-7.1, Town of Austerlitz, Columbia County, New York State, Plat Completed October 5, 2010 ", Project No. 10119.01, prepared by Hulbert Engineering and Land Surveying, P.C., Raymond L. Hulbert, P.L.S. #050627, is being filed simultaneously herewith in the Columbia County Clerk's Office and in the USDA, Natural Resources Conservation Service State Office in Syracuse, New York.



Raymond L. Hulbert

Raymond L. Hulbert, P.L.S. #050627

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Mark & Carolyn Shepard WRP Application

Date: 2/23/2010

Customer(s): KAROLYN SHEPARD

COPY

Field Office: GHENT SERVICE CENTER

Agency: USDA NRCS

Assisted By: JAMES WILLIAM UNSER

State and County: NY, COLUMBIA

Approximate Acres: 27

NYS DEC WETLANDS MAP



Legend

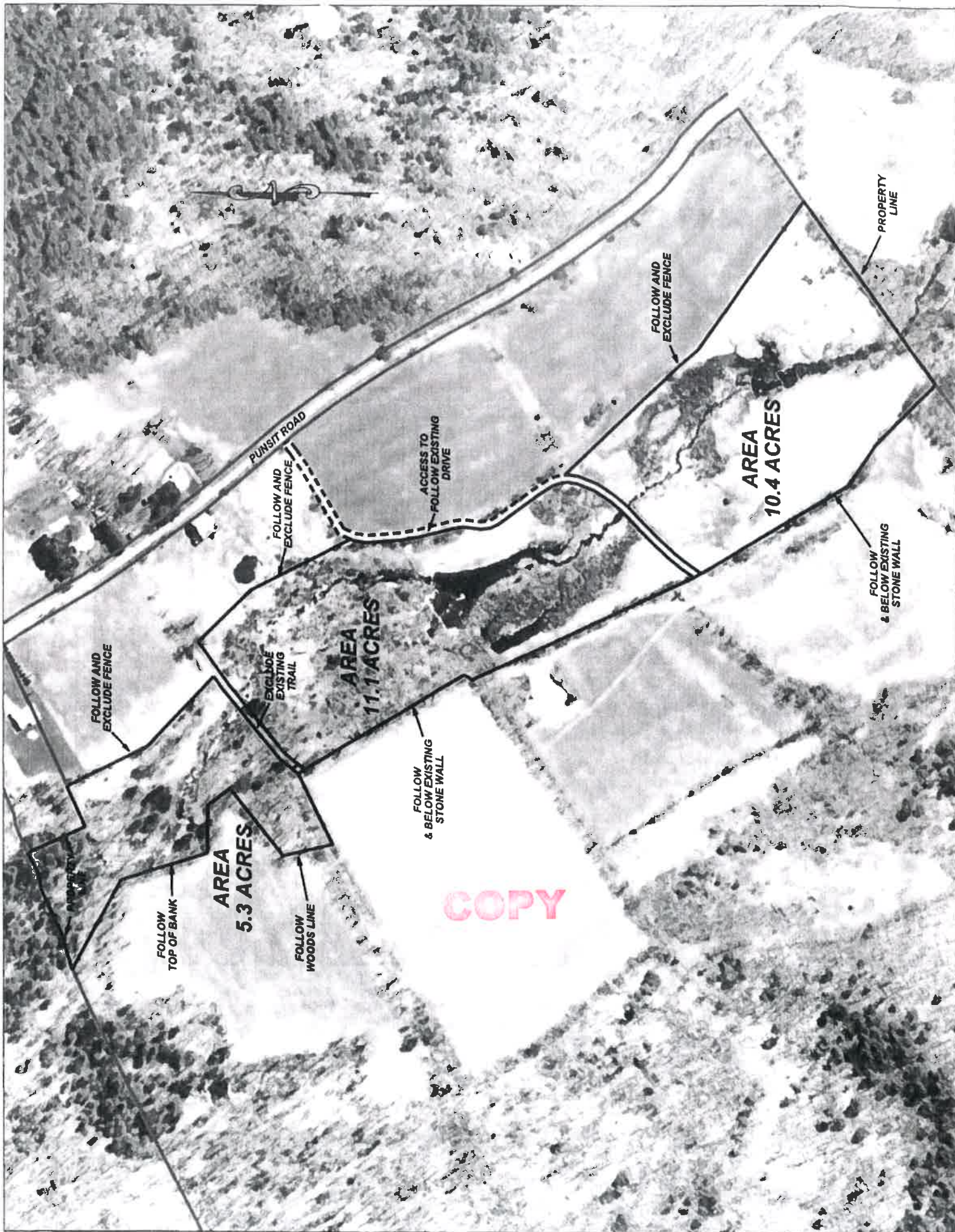
 WRPplan

 wetlandsDEC_a_ny021



Karolyn Shepard- 2010 WRP Application
NYS DEC WETLANDS MAP
CH-16 Class 2 Wetland





2/4/2020



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RE: Punsit Valley Farm

Dear Austerlitz Town Planning Board,

This letter is in full support of Jill and Jason Duffy's proposed usage of the Punsit Valley Farm, located on Punsit Road in Spencertown. My wife Jodi and I have lived on Mallory Road since 1994. We have enjoyed that picturesque valley since we have resided here. We had a great relationship with the former owners Mark and Carolyn Shepard for all of these years. The current owners Jill and Jason are looking to keep this valley as it always was by bringing back livestock and farming. The only change proposed are cabins that will allow others to enjoy this peaceful valley as we have. The Duffy's are doing their due diligence through this process to make the impact on PVF as minimal as possible. It is my hope that the Board does not get swayed by community members that are not only misinformed, but also are misrepresenting the actual facts. We should embrace this kind of progress, which not only will allow the Duffy's to preserve the heritage of farming in our community, but will also bring all of us joy to witness Punsit Valley Farm come alive again. As a local contractor and land owner I have gone through the Planning Board process many times. This Board is in place to make sure that the integrity of our Community is maintained. The guidelines that we all must follow will ensure that a project like this will stay in keeping with what makes our community and landscape so great. I believe through this process those that are opposed will become informed of the truth and will hopefully come around and support this important small farm, and the Duffy's vision.

Thank you for taking the time to read my letter in support of the proposed usage of Punsit Valley Farm. We look forward to seeing the fields buzzing with activity again.

Thank you,

George Lagonia Jr.



LAW OFFICE OF MITCHELL KHOSROVA

February 3, 2020

VIA EMAIL (to Susan Haag at shaag@austerlitzny.com)

Mr. Lee Tilden, Chair
Austerlitz Planning Board
PO Box 238
Spencertown, NY 12165

COPY

Re: Duffy Application for Special Permit and Site Plan Approval
338 Punsit Road, Austerlitz

Dear Chair Tilden:

I represent between 30-50 Austerlitz residents and neighbors of the subject matter application. We have concerns with the application that I'd like to bring to your and all the planning board members' attention. Many of my clients will be attending the public hearing at the meeting scheduled for this Thursday and I plan to speak also.

The following are only my substantive points that I hereby request you address at the meeting. I believe that the public hearing would be more beneficial if the applicant would submit additional information that is needed to be reviewed before the public hearing is closed.

1. Permitted Use

I spoke at length with Glen Smith, the CEO of the town. I shared with him my belief that the current applied for use is not a permitted use under the Zoning Code. The application states that they will be running a "glamping" activity and that it is a commercial operation. The closest permitted use is a campground listed in §190-13(B)(4) as a special permitted use. However the applicant's description of the use does not fit into the town's definition under §190-58 Campground.

Curiously I was given an applicant publication/advertisement searching for someone to hire and that the applicant is in "the process of developing infrastructure to host private and corporate retreat groups". Obviously this is not "camping" nor is "segmentation" permitted under NYS SEQRA law. More information is needed.

CEO Smith advised me to suggest that the Planning Board request a written determination from him and that he would review the proposed operations and definitions and issue a written determination. I would argue that the use of metal containers does not in any way fit the

definition of campground- there is nothing temporary in applicant's commercial operations. The impact of this operation on the neighbors as well as on the environment is significantly more than having tents pitched in warm weather.

2. Application Needs a Narrative

The above issues are just some of many other items that the applicant should explain in writing for the record and suggest that the Planning Board request that a complete narrative be submitted by the applicant so it may be reviewed prior to the next public hearing.

For example, the current file does not state maximum number of guests and workers, types of activities, how many days of the year would guests be there, the hours of operations including any night entertainment such as music, mode of transportation by the guests to determine if a traffic study per §190-30(D)(1) is needed and many other items discussed in §190-30.

3. Long Form SEQRA

The current SEQRA submitted does not conform to requirements of §190-30(C)(1) which requires a "long-form environmental assessment form". This is particularly important because the current form states in number 6 that it is a "commercial project"; #8 discusses traffic, #9 is incomplete; #13(a) says "Yes" to wetlands but they are not shown on the site plan survey nor is the buffer mapping shown as required; and #17 says that it will have stormwater runoff to other adjacent properties.

There are a myriad of other questions and issues to ponder but, I believe, we must first have the applicant submit all the needed information before the CEO and planning board may properly consider any approval.

Respectfully,



Mitchell Khosrova

COPY

cc: Client

Loren Brink

COPY

From: Lucas Cipkowski [lucascipkowski@gmail.com]
Sent: Wednesday, February 5, 2020 10:36 AM
To: Lee Tilden
Cc: Loren Brink
Subject: Letter of Support for Lucy and the Duffy's Punsit Farm vision

TOWN OF AUSTERLITZ
RECEIVED

FEB 5 4 2020

PLANNING
BOARD
COLUMBIA COUNTY

Dear Planning Board,

It has come to my awareness that the Punsit Valley Farm property has come under the line of fire of late from opposition, and I just wanted to take a moment to write to express my support of Lucy and the Duffy's, and maybe shed some light on a positive perspective.

I grew up here in Austerlitz for part of my childhood, Ghent before that, and now reside here again as an adult, looking to settle. I have worked at Hawthorne Valley, and since my employment there the last couple of years, I have come to know Lucy since her stay there overlapped mine. Her work is outstanding, and it demonstrates itself not only through her actions but also the language she uses whether she going off about the livestock she herds, or harvest come Autumn. When I found out she was going to get the Punsit Valley Farm in motion again, I was happy as a spring calf, for I remember getting meat there as a child, and how beautiful that farm was when alive.

I reckon most of the opposition comes about with the news that six small non-permanent dwellings will be strategically scattered about for guests and programs. And considering alternative routes, I find this to be a great low impact channel to take. Secondly, the simple concept of the farm having guests to stay and learn shouldn't surprise us. Farms are expensive, very expensive, especially if livestock are involved. Most farms don't just provide a harvest anymore, meats or dairies. They need a second form of funding to allow the farm itself to actually have the funds to run. The question is, what is a complimenting way to derive another income?

I worked in a Title 1 school for five years in Asheville, North Carolina, and in my summers I would run adventure camps with many of very same kids, bringing them out everyday to the Pisgah National Forest, and the outskirts of the Smokies for hiking and hidden swimming holes. A lot of these children really needed the clean air, the Rhododendron paths, the surprised stinging nettle pricks, and just simply the intimate experiences with nature that they often couldn't get from their lives in the city. I say this because outdoor education, and an understanding of land and agriculture are so important to everyone of all ages, and I understand this is the way Punsit will supplement funds to run the farm.

I know Lucy, and I know the work she is capable of, the programs she has run with in collaboration with the school at Hawthorne Valley, the vision she has for Punsit and the authenticity she brings to a table. I know their goal is to have a farmstay that coexists with programming that educates folks who come through, giving them the opportunity to put their hands in readied compost, feel the short hairs of a cow run through their fingers, or perhaps learning the basics of making a simple sauerkraut with just some rolled up sleeves and a few ingredients. These are things that truly benefit folks, especially in a world that becomes more complicated every year. We need to take the opportunity to teach people to step back, to breathe, and learn things that were so rooted in our existence only a few generations ago. I am happy to support Lucy and the Duffys renewal of the Punsit farm, and I hope you join me to welcome them to the town!

Lucas Cipkowski

Loren Brink

From: [REDACTED]
Sent: Tuesday, February 4, 2020 5:40 PM
To: Lee Tilden; Loren Brink
Subject: Punsit Duffy Project

TOWN OF AUSTERLITZ
RECEIVED

FEB 5 4 2020

PLANNING
BOARD
COLUMBIA COUNTY

COPY

Dear Austerlitz Planning Board members;

My name is Maxann Beja, I live at 1072 Dugway Road and have owned 2 previous homes in Austerlitz in the last 22 years. I began as a weekender and became a full time resident here to raise my twins 14 years ago. I wanted my children to grow up in nature and experience using the land they lived on. They grew up on 21 acres with a pond and a rolling field. They attended Hawthorne Valley School so we could keep life simple and enjoy the outdoors among many other reasons. My son, who attended the EARTH (Education And Renewal Through the Hands) program which is a school on the farm side of Hawthorne Valley spent his days in the woods and on the farm learning through his daily experiences. When my daughter left Hawthorne Valley for the Berkshire Country Day School and my son for Chatham Middle school, they were excited but also sad. They knew they would miss this life immersed in a grounded reality that there is something much bigger here to love than school provides. I told them this: "Hawthorne Valley is a progressive place, I see it as message. This place changed the way we see the world, how we think about the food we eat and how we live our lives. That will never change and it will always remain inside us, no matter where we live". I could also say that about Columbia County and Austerlitz.

Last week while at the bus stop, I spoke with Declan Duffy. He is in the 5th grade also at BCD. He was telling me about his family's new project. 'We bought land on Punsit and we are going to have animals and farmers and make a place where farmers can meet and discuss issues relating to small farming. Then we will have cabins where they can stay and have people come and experience life on a farm. He was a wonderful young salesman and for the first time in a long while, I felt so excited about this business idea. The idea that knowing the Duffy's also spent time at Hawthorne Valley, that this must be in response to their experience there. I had met Jill once or twice and wanted very much to hear about what she was doing.

The next morning, I received a forwarded group email from a friend in Austerlitz about 'Stop the Duffy's Glamping project" I was shocked even without knowing the details. I responded to that email saying that knowing the intention that must be behind it given what I know of the Duffy's local history (and commitment to both schools and the community they are involved with) this could not possibly be something bad for the neighbors or environment. I wrote to Jill Duffy and asked her to speak with me about her business model and intention so that If I got the facts correctly, I would like to advocate for them.

Our conversation was exactly what I had hoped. People trying at a chance to do something good. That in itself felt GREAT given the current state of news, media and focus in our society. Spreading good.

Using the beauty of our own environment for the good of all. Teaching healthy practices in work and life. I have seen the Farm and Fields gallery and I have seen photos of the Duffy's home during school events they have hosted. Their taste is impeccable. The attention to detail and simple beauty resonates from all of their aesthetic decisions. When I hear about this plan, I do not imagine a huge parking lot and out buildings. I see a improved bucolic landscape tucked away on a country road. Something we can be proud to know exists right here.

Sometimes I get worn out from the broken down old farms with old machines, cars, piles, trailers and dumping grounds on them sprinkled around our area. The letter that was

forwarded to me mentioned respecting the beauty that others have invested in our town. The mention of Ellsworth Kelly's land. I respect his work and the immense generosity of his foundation to our community. Although done in lovely taste - why are several Garage style box buildings a thing of nature for us that is touted? Why is it ok to have a museum going in? I think the idea of a museum for Ellsworth Kelly is wonderful, but why not a small farming and educational environment for people to have a chance to reconnect with the earth? For some people it's not even RE-connecting. It's an opportunity. If it were a land conservancy public area, would this be happening? I got a letter from the Austerlitz Democrats about plastic bags. I was thrilled to see that everybody is taking responsibility toward a bigger goal. This relates exactly to what the Duffys are trying to embrace. I have taken my family 'glamping' for vacation. I laugh at the notion of this being the same type of venue. Clearly it is not.

Living here, I enjoy all that is offered. Wonderful people, the arts and culture, access to nature. I shop in stores both with the history of being here forever or something new. I enjoy restaurants with food from local farms, meet small farmers at fresh markets. These are all people who have come to this county to make a difference not just in their lives but for their children and the world. The local people I know, want positive change to add to the county that can be healthy and create new opportunities for their families. I have teenagers - I am thrilled they are seeing first hand that they can make a difference for their future. Yes, they carry reusable bags, they drink from a Stainless water bottle and at times shop in thrift stores because they know the earth is at risk.

I don't know how many people are opposing this effort, but I write my sentiments to give you context on my opinions and that I only request that the board listen to all people and hear all details to see all sides before making a decision. Also to say that I know scores of people who support what the Duffys want to create.

Good Luck in your process.

Maxann Beja

COPY

Loren Brink

From: Heidi Harding [hardingheidi@aol.com]
Sent: Tuesday, February 4, 2020 5:32 PM
To: ltilden@@austerlitzny.com
Cc: Loren Brink
Subject: 338 PUNSIT ROAD PROJECT PROPOSAL (DUFFY FAMILY)

TO: The Austerlitz Planning Board
FROM: Heidi Harding
RE: 338 Punsit Road

2/4/20

COPY
COPY

TOWN OF AUSTERLITZ
RECEIVED

FEB 5 4 2020

PLANNING
BOARD
COLUMBIA COUNTY

I have been a full-time resident of Austerlitz since 2005. I am the co-founder and president of Middle World Alliance, a non-profit environment organization that promotes sustainable agriculture and ethical land usage in the Himalayan region of Nepal. As you are undoubtedly aware, our environmental crisis has no borders. As a resident of Austerlitz, I am aware of the disappearance of open landscapes and the alarming disappearance of agriculture as a noble and sustainable profession. For this reason, **I am writing to express my strong support and enthusiasm for the Duffy Family's Farm & Field project on Punsit Road.** I have known the Duffy family through the Hawthorne Valley Farm for several years. They stand out in the community as champions of sustainable agriculture and innovation in Columbia County. I believe their project is visionary and vital to preserving our landscape and local economy.

Thank you for your attention to this matter.

Respectfully,
Heidi Harding

Heidi Harding, M.S., LAc.
President, Co-founder
Middle World Alliance
Healing the Relationship Between Earth and Humanity®
middleworldalliance.org

Loren Brink

From: Lee Tilden
Sent: Tuesday, February 4, 2020 5:44 PM
To: dlans@cohenclairlans.com; Eric Sieber; Loren Brink
Subject: Fw: Pundit Valley Farm/Duffy

Letter of support.

Loren, please include a copy in the file,

Thank you,
Lee

COPY



From: [REDACTED]
Sent: Tuesday, February 4, 2020 3:37 PM
To: Lee Tilden
Cc: Jason Duffy
Subject: Pundit Valley Farm/Duffy

Hello Ms.Tilden; my name is Joe Piscina.

I am the owner of Old Ox Farm at 118 Old Ox Rd. My farm abuts the Duffy property. Jason and I have spoken about his plans to run as a limited ecotourism locale. I'm satisfied that the project as described to me is appropriate for the farm and area.

I believe it to be sensitive to the environmental conditions of the property and it's surroundings. I'm also confident that it will be thoughtfully implemented and run.

The agricultural nature of the intended activities will be plentiful and consistent with the historical nature of the property. In summation, I have no objections to the requested permit.

Thank you for your consideration.

Best Joe Piscina

Sent from my iPhone

Joseph Piscina
Versant Group
Partner
President/COO

[REDACTED]

Loren Brink

From: Little Seed Gardens (laced2002@yahoo.com)
Sent: Tuesday, February 4, 2020 6:32 PM
To: Lee Tilden
Cc: Loren Brink; Jill Duffy
Subject: letter of support for Duffy project
Attachments: Duffy letter of support.docx

February 3, 2019

Dear Lee Tilden, Planning Board Chair

COPY



I am writing in support of the Duffy's project in Austerlitz. As a farmer in Columbia county I am enthusiastic about the group's education mission!

I co-founded Little Seed Gardens in 1995. At that time, there were only a few vegetable farms in Columbia county. My vision at that time was to contribute to and build a vibrant rural agricultural region. We now have one of the most substantial networks of new farming in the country. When people speak of the revival in farming and new farming enterprises, they point to the Hudson Valley and the Sonoma Valley (CA) to look for trends.

New trends on farms include stacked enterprises- including farm stays, processed products, educational tours, agro tourism, weddings etc. I believe in Columbia County there are some very good examples of small farms that stack operations to be able to survive in a very challenging farm economy.

Education has always been part of any small thriving rural agricultural community – from granges to programs in public schools to non profit organizations. Creating opportunities for the public non farming community to understand agriculture is important, valuable and necessary work. The lack of knowledge that the public has about where their food comes from and who produces it has created its own cultural problems.

I have known Lucy Lafave, the farming partner in this project, since she began farming at Hawthorne Valley many years ago. She has the passion, knowledge and vision to make this project meaningful in the local community. As a producer she has the know how to build a vibrant farm operation as the base of the enterprise. I look forward to seeing this project come to fruition and believe that it will contribute to our vibrant agricultural community and to the town of Austerlitz.

Sincerely,

Claudia Kenny, Farmer

Little Seed Gardens
PO Box 195
Chatham, NY 12027

~~XXXXXXXXXXXX~~
cell # 518 779 0200

January 25, 2020

Dear Austerlitz Planning Board (and neighbors),

I am writing this letter in support of the Duffy Family and their endeavor on the Punsit Valley Farm. I am the previous owner of the farm and had the privilege of carrying my family tradition of farming through its third generation.

My personal loss is difficult to put into words. Hopefully it can be felt in this letter. I spent time with the Duffy family before leaving the Farm – walking the land, sharing memories and my reverence for not only the land, but my heritage. I was leaving behind a farm, but also a mother and father's gravesites. My roots are deep. I found the peace I needed on those walks with the Duffys and sitting on the front porch with them, sharing my heart and soul. The Duffy's will continue to revere the property. It will not be broken up or developed, it will be farmed, the 1800's farmhouse will be lovingly updated. The Duffy's feel the history and love of my family and our legacy. They are good people.

The story began in 1900 when my grandparents purchased the land, running a dairy business on the farm, all while raising 10 children. My father Ray was born in 1908. The hardships and workload of a farmer cannot be imagined. To name just one of the many hardships – was TB in the herd, putting the whole heard down and burying each by hand. My grandfather passing in 1938 and my grandmother carrying on until the 1960's.

My father never left the Farm or the house he was born in. He married a girl from the Bronx and together they continued the heritage into the next generation. They bought the farm in the early 1960's and raised their only child on the farm. I worked side by side with my parents – from making hay to cleaning the barn. In the early years, my father worked horses plowing the fields and pulling loads of hay. It was the only life he ever knew, only missing the milking once when confined to the hospital for appendicitis. He sold the cows in 1982 at age 75. He joined my grandparents passing away in the farmhouse.

In my heart and soul, my sole purpose was to continue the tradition, keeping the farm business alive through my generation. We built a house on the farm and were raising two sons. We began with a pheasant hunting club, raising 1500 birds a year and releasing them for hunting from September – March. It was seven days a week, with 10-15 hunters a day. The hunters parked on the farm and hunted the fields. We also rented the farm in later years to the Philmont Hunting Club, where members would park and hunt releasing birds.

We added 50 beef cows and meat chickens to Punsit Valley Farm, selling meat to the Red Lion Inn and Local 111. Through the years our family sold gravel to the town of Austerlitz and to local contractors. This involved many, many dump trucks daily passing in and out. There were large events including movie filming and magazine spreads – all involving large crowds and parking in the fields. We sold timber on both sides of Punsit Road over the years. All business endeavors were to create revenue to keep the Farm alive, assisting us to pay taxes and our family ownership. The Duffy's will need to find a way to make the Farm work for them, as we did with multiple business endeavors.



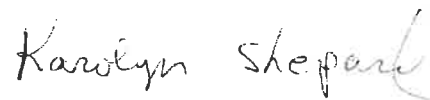
COPY

We welcomed community to horseback ride, snowmobile or walk the land. It was a gathering place for locals to sit on the front porch or around the wood stove and swap stories. Neighbors helping neighbors. I believe the Duffy's to be the same type of neighbor.

My dream was to pass along the Farm to our boys who grew up hunting, fishing, snowmobiling, trapping and loving the land like I did. As life changes, we needed to change plans. They became educated and pursued rewarding careers. They left the Farm behind and Columbia County for good. I made the hardest decision of my life this past autumn, leaving 119 years and my family's heritage behind. All 62 years of my life are on the Farm. I will always feel blessed living in one of the most beautiful valleys around and working the same soil as my ancestors.

I ask for us all to please work together as a community, keeping the Punsit Valley Farm intact as we go forward through the years. My hope is the land will bring much joy to not only the Duffy family, but to visitors who will enjoy the beauty and peace of to the Farm as well.

Sincerely,

A handwritten signature in cursive script that reads "Karolyn Shepard". The ink is dark and the signature is fluid, with a long, sweeping tail on the final letter of the last name.

Karolyn Shepard

COPY

November 4, 2019

To Whom It May Concern:

I have lived next door, at 385 Punsit, for 10 years sharing a substantial border with the Punsit Valley Farm property. When we learned the property next door had sold we were understandably nervous. But over the last month or so, as we've learned more about the plans for the property, we have become more comfortable with the change. The core objective of keeping the land primarily agricultural is in line with our beliefs.

While we are uncertain how the camping will impact our life here in the long term, I think Jason, Jill and Lucy are going about creating this proposed change with a sensitivity and openness to the residents of the valley that we appreciate and which we believe is an indicator of how things will go as this continues to develop.

Sincerely,
Sebastian Trienens

COPY



39 Old Wagon Road
Ghent, NY 12075
August 29, 2019

To the Austerlitz Town Planning Board

I am a neighbor of Jason and Jill Duffy's and of their Farm &Field Program, and I am writing in support of them and their project. Over the years, I have found them to be enthusiastic, creative, supportive community members and neighbors, always willing to help out and always looking for ways to improve and strengthen the community. I think their project is a fine addition to our area; I hope that it meets with your approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Frishkoff", with a stylized, cursive script.

Bruce Frishkoff
Harlemville

COPY

**Town board of Austerlitz
Spencertown Town Hall
Spencertown, NY**

Dear Town Board

We are writing this letter to express to you how enjoyable it has been to have the Duffy family as neighbors and part of our community. It has been incredible to watch them transform vacant land into a beautiful house site. The Duffy's being especially sensitive to the natural environment, topography and wood forest . Once the house site was completed it is hardly visible to anyone. The Duffy family as a whole has been a great asset the Harlemville community.

The bed and breakfast the Duffy's have formed next door has brought many new faces and possible residents to our area. Most of the neighbors do not even realize it exists due to the little traffic and impact it has had on our community. The major positive attribute is how has impacted the community with tourism and commerce to the area. Folks are visiting businesses and events and also looking into our beautiful area thinking towards their future and showing a greater interest in gardening and farming.

We as a third generation family in the area would be happy to stand behind the Bed and Breakfast/Farming endeavor the Duffy's are pursuing.

Thank you

COPY

Paul and Diane Burfeind

Handwritten signatures of Paul and Diane Burfeind. The signature of Paul is on the left, and the signature of Diane is on the right, written in a cursive script.

Town of Austerlitz: Hearing this evening

Town of Austerlitz <noreply@austerlitzny.com>

Thu 1/2/2020 6:25 PM

To: MDavis <MDavis@austerlitzny.com>

This is an enquiry email via <https://www.austerlitzny.com/> from:

Wendy Noyes <wendynoyes@gmail.com>

I have just had a call about the hearing tonight. I am out of town still for the holidays and unable to be present at the meeting tonight. I would like to add my request that decisions on this request be postponed until more people are made aware of the request, and due review of environmental impacts be made and made public.

Thank you for counting my concern in your considerations tonight.

Sincerely,
Wendy Noyes
Dugway Road
Spencertown

COPY

To Whom It May Concern:

I am writing this letter in support of our friends, neighbors, and collaborative partners at Farm and Field, Jill and Jason Duffy. Farm and Field's mission to satiate hunger for authentic connection is harmonious with Hawthorne Valley's mission to renew soil, society, and self through the integration of education, agriculture and art. Hawthorne Valley has been providing place based, experiential learning for over 48 years and is grateful that Farm and Field has chosen to locate in Columbia County to further advance this important work.

In addition to the obvious benefit of attracting a level of engaged tourism, and the economic benefits that this generates, Farm and Field brings the added value of inviting interest in questions regarding land stewardship, agricultural production, and food systems thinking that can lead to more compassion for the land and greater understanding of the importance of supporting our area farmers. I believe that Farm and Field is adding its own particular value to this larger field of inquiry that concerns us all, and I wish them much success in their endeavors.

With enthusiasm and gratitude,

Martin Ping
Executive Director
Hawthorne Valley Association
327 County Route 21C
Ghent, NY 12075
518 672 5118
www.hawthornevalley.org



HAWTHORNE
VALLEY association

COPY



Chahn
July 2019

What a truly special place this is. Our family was looking for a place to relax and reconnect and the farm completely delivered that for us. With real goats and egg laying chickens a bountiful garden, full of fresh vegetables to cook with this farm is absolutely the real deal. I've never eaten vegetables so flavorful as the ones we had there. We'll never forget eating dinner out in the field, laughing and talking as the sun set around us, the golden evening light slowly fading to reveal a sky full of stars. Don't let the "farmness" scare you away though. We are city people through and through and the house is extremely comfortable with warm comfy beds, two full bathrooms and above all everything was extremely clean. We also checked out Hudson which was twenty minutes away and found some really cool shops and some great restaurants (Lil' Deb's Oasis is so worth the trip!) It was a magical experience that we will always remember.



Heera
September 2019

Amazing space for some real peaceful rest and recovery. Clean space, with great amenities. You feel like you are on a farm without feeling remote.



Stephanie
June 2019

This is the ideal place to unwind and immerse in the beauty and peace of a life connected to nature. And the house was beautiful. And Lucy is a gracious and knowledgeable guide with a fantastic and warm personality. Loved it from beginning to end!!!



Jennifer
July 2019

Our stay was idyllic. The house is perfectly decorated and appointed. Our farmer for a day tour with Lucy was incredibly informative and fun. Our kids had a blast on both that tour and just running through the fields to check on the onsite chickens and goats. We opted for the catered fireside cookout, as well as the lunch with the farm tour, and both were delicious. The potato salad and cole slaw were fantastic! Everything supplied was local and fresh/tasty. There were firefly nets and jars ready for our girls, and the fireflies at night are magical when you see them light all the trees surrounding the fields. A perfect stay!



January
July 2019

A lovely place hidden from the rest of the busy world. We stayed here in the heat of the summer, so it got quite warm, but it didn't get in our way of cooking and eating in the field, sitting on the porches and playing card games. This place is pretty centrally located between lots of wonderful little towns, ~good eats, good shops and great swimming spots! And the house itself is a cozy, beautiful place to spend time with loved ones and friends. Hosts are wonderful ~Highly recommend.



Rochelle
July 2019

The farmhouse is amazing! Our family thoroughly enjoyed our stay. The kids could not get enough of the baby goats and enjoyed fetching eggs each morning. The house is well designed and clean and the location was ideal. We were able to take nice hikes and the market was a close enough walk/drive.



Amelia
October 2019

Beautiful place. I felt like we were on the "Charlotte's Web" farm.



Nicole
October 2019

This was the perfect last minute getaway from our family of adults and kids. D says "love the goats!" N says "sweet sunrise! And walk to the farm!" M says "perfect spot for bonding with family." R says "so nice and quiet - great to be in the outdoors. Love the fridge!" D says...Read more

COPY

SHaag

From: Town of Austerlitz <noreply@austerlitzny.com>
Sent: Wednesday, January 29, 2020 6:35 PM
To: SHaag
Subject: Town of Austerlitz: Farm & Field / Jason and Jill Duffy

This is an enquiry email via <https://austerlitzny.com/> from:
Evan Messinger <evanmessinger@aol.com>

I'm writing this note in full support of Mr. and Ms. Jason Duffy's proposed Farm and Field project, which as I understand it has recently been scrutinized by some of our neighbors. This initiative, as supported by Hawthorne Valley staff and resident farmers, will restore local agriculture for area farmers, and allow residents and visitors to fully appreciate the bounty and beauty of Columbia County.

Please remit to our Town Board, including Mr. Lagonia.

Best Regards
Evan Messinger
PO Box 321
Spencertown, NY 12165

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