



Town of Austerlitz
Planning Board Meeting
September 7, 2023

TOWN OF AUSTERLITZ

Columbia County
New York

Deborah Lans

Planning Board Chair

Planning Board Meeting

September 7, 2023

7:00 p.m.

*****AGENDA*****

1. Vieni Public Hearing Continuation PL 2023-09, SBL#87.-2-6, Minor Sub-Division
2. Call Planning Board Meeting to Order
3. Roll Call
4. Acceptance of August Minutes
5. Old Business
 Vieni PL-2023-09, SBL# 87.-2-6, Minor Sub-Division
6. New Business
 - A.) Berj Krikorian PL-2023-15, SBL# 77.-1-86 Site Plan Review – Ground Mounted Solar Array
 - B.) Gwendolyn Sherman PL-2023-16, SBL# 104.-1-6.111 Bittersweet Acres Major Sub-Division
7. Other Business
8. Public Comment
9. Adjournment

Vieni Public Hearing

Minor Sub-Division

PL 2023-09

SBL# 87.-2-6

TOWN OF AUSTERLITZ PLANNING BOARD
APPLICATION FOR SUBDIVISION REVIEW
AUSTERLITZ TOWN LAW CHAPTER 167



Application Date: April 16, 2023

Project No. PL-2023-09

Property Owner: Name Charles P Vieni Trust & Cosimo Vieni
Mailing Address 2 Pine Knob Drive Albany NY 12203
Email Address: vienidavid@gmail.com
Phone Number: 518-461-9895

Surveyor or Engineer: Name Robert J Ihlenburg, Land Surveyor
Email Address rjikayak@gmail.com
Phone Number 518-8287406
License Number NYS PLS 049374

Other Representative (if any): Name N/A
Email Address _____
Phone Number _____

Please provide owner's letter of authorization

Reference Material

AUG 21 2023

Planning Board Meeting

Property Address: Stonewall Road Austerlitz NY
Tax Map Number: 87.00-2-6 deed 845 page 204
Current Land Use: Vacant
Number of Proposed Lots: 1
Use of Abutting Lands: Residential

Nature and Details of any Subdivisions in Past 10 years: None

Date(s) of Planning Board Approvals: N/A

Easements or Restrictions: N/A
Ag. District: Yes/No
(If yes to either, provide Ag Data Statement)

Reason(s) for Proposed Subdivision: Property Sale

(Subdivision App. P. 2)

David Vieni - Trustee

4/16/2023

Signature

Date

App. Fees	Public Hearing	App. Complete	Final Approval
Prelim Mtg	SEQRA Desig	SEQRA Determination	

Reference Material

AUG 21 2023

Planning Board Meeting

REV'D 9/6/22

NOTICE OF CONTINUATION OF PUBLIC HEARING

TOWN OF AUSTERLITZ PLANNING BOARD

PLEASE TAKE NOTICE that the Planning Board of the Town of Austerlitz has scheduled a continuation of the Public Hearing on a minor subdivision application for the property located at Stonewall Road in the Town of Austerlitz (Tax Map #87.-2-6) owned by Charles and Cosimo Vieni Trusts. The applicant proposes to subdivide the 39.6 acre property into two parcels of 29.10 acres and 10.5 acres. The property is located in the Town's rural residential zoning district. The property is vacant. The Public Hearing on the application will be held on (September 7, 2023, 7:00 pm) for the purpose of providing an opportunity for all those wishing to comment on this application. Written comments will also be accepted at the hearing or prior to the hearing via email to the Planning Board Clerk at jlotus@austerlitzny.com. If you wish to review a copy of the application, please contact the Planning Board Clerk, J Lotus, at 518 392-3260, ext. 301.

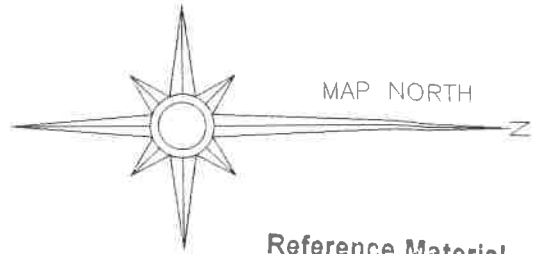
By Motion of the Planning Board of the Town of Austerlitz.

Reference Material

AUG 21 2023

Planning Board Meeting



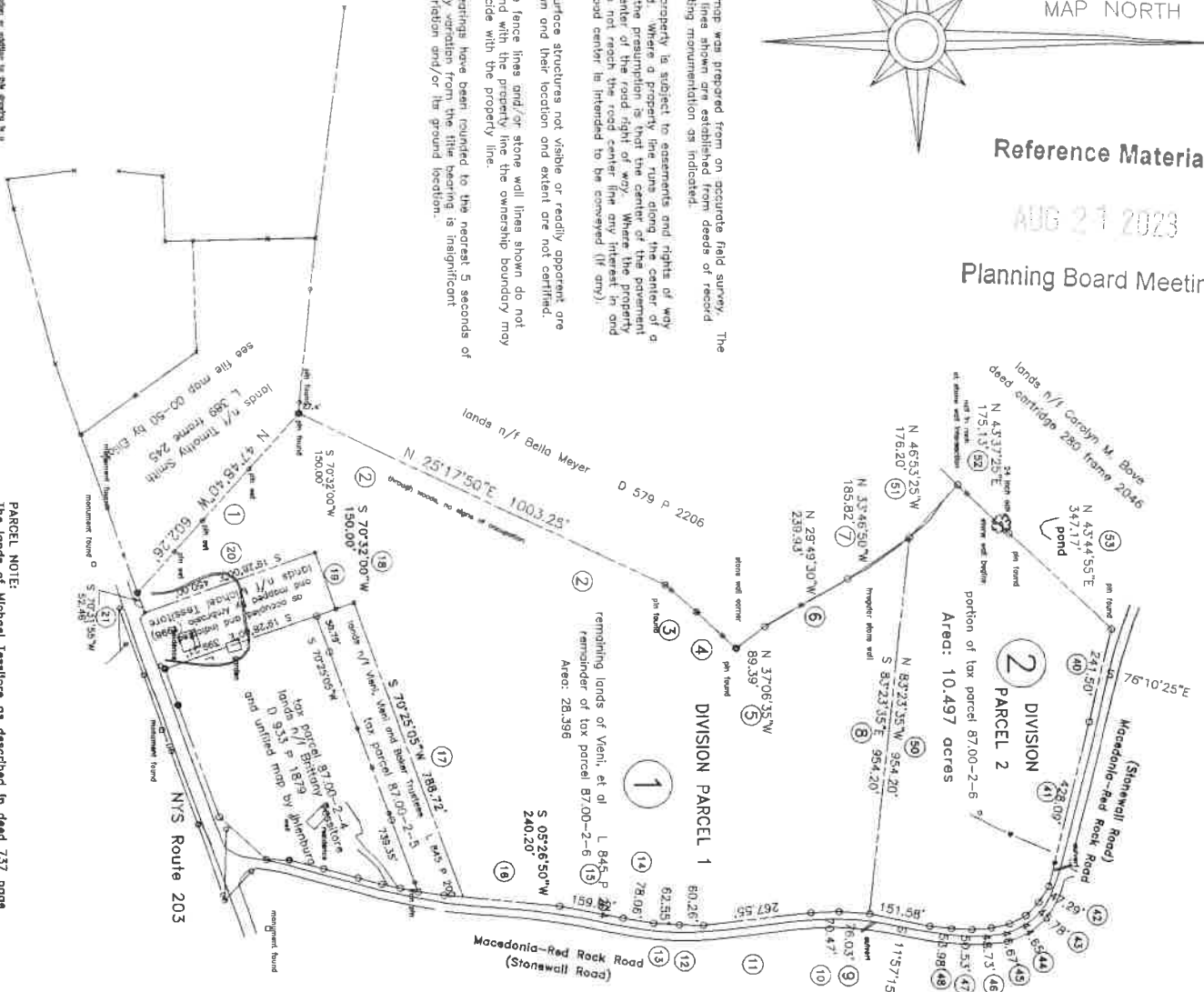


Reference Material

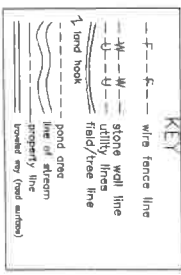
AUG 21 2023

Planning Board Meeting

NOTES:
1) This map was prepared from an accurate field survey. The property lines shown are established from deeds of record and existing monumentation as indicated.
2) This property is subject to easements and rights of way of record. Where a property line runs along the center of a highway the presumption is that the center of the pavement is the center of the road right of way. Where the property line does not reach the road center line any interest in and to the road center line is intended to be conveyed (if any).
3) Sub-surface structures not visible or readily apparent are not shown and their location and extent are not certified.
4) Where fence lines and/or stone wall lines shown do not coincide with the property line.
5) All bearings have been rounded to the nearest 5 seconds of arc. Any variation from the title bearing is insignificant in its relation and/or its ground location.



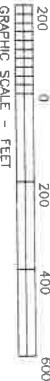
PARCEL NOTE:
The lands of Michael Tassilore as described in deed 737 page 242 are not all of the lands being occupied by Michael Tassilore.
The 150 foot wide parcel currently occupied by Michael Tassilore, for Charles Vieni prepared by Frank Ambrosio and dated January 8, 1983. The residence is shown on a subdivision map and is shown as a lot and is not shown on this map. The boundaries are shown to be by the property owners.



TOWN OF AUSTERLITZ
PLANNING
BOARD
COLUMBIA COUNTY
RECEIVED
AUG 03 2023

COURSE	BEARING	DISTANCE
Lot 1-1	N 43°44'55"E	602.26'
Lot 1-2	N 43°44'55"E	1003.25'
Lot 1-3	N 43°44'55"E	101.58'
Lot 1-4	N 43°44'55"E	134.66'
Lot 1-5	N 43°44'55"E	89.39'
Lot 1-6	N 43°44'55"E	239.93'
Lot 1-7	N 43°44'55"E	185.82'
Lot 1-8	N 43°44'55"E	954.20'
Lot 1-9	N 43°44'55"E	76.03'
Lot 1-10	N 43°44'55"E	267.55'
Lot 1-11	N 43°44'55"E	60.26'
Lot 1-12	N 43°44'55"E	62.55'
Lot 1-13	N 43°44'55"E	78.06'
Lot 1-14	N 43°44'55"E	151.58'
Lot 1-15	N 43°44'55"E	175.13'
Lot 1-16	N 43°44'55"E	347.17'
Lot 1-17	N 43°44'55"E	428.09'
Lot 1-18	N 43°44'55"E	448.75'
Lot 1-19	N 43°44'55"E	468.75'
Lot 1-20	N 43°44'55"E	488.75'
Lot 1-21	N 43°44'55"E	508.75'
Area:		28.396 acres

COURSE	BEARING	DISTANCE
Lot 2-1	N 43°44'55"E	241.50'
Lot 2-2	N 43°44'55"E	428.09'
Lot 2-3	N 43°44'55"E	448.75'
Lot 2-4	N 43°44'55"E	468.75'
Lot 2-5	N 43°44'55"E	488.75'
Lot 2-6	N 43°44'55"E	508.75'
Lot 2-7	N 43°44'55"E	528.75'
Lot 2-8	N 43°44'55"E	548.75'
Lot 2-9	N 43°44'55"E	568.75'
Lot 2-10	N 43°44'55"E	588.75'
Lot 2-11	N 43°44'55"E	608.75'
Lot 2-12	N 43°44'55"E	628.75'
Lot 2-13	N 43°44'55"E	648.75'
Lot 2-14	N 43°44'55"E	668.75'
Lot 2-15	N 43°44'55"E	688.75'
Lot 2-16	N 43°44'55"E	708.75'
Lot 2-17	N 43°44'55"E	728.75'
Lot 2-18	N 43°44'55"E	748.75'
Lot 2-19	N 43°44'55"E	768.75'
Lot 2-20	N 43°44'55"E	788.75'
Lot 2-21	N 43°44'55"E	808.75'
Lot 2-22	N 43°44'55"E	828.75'
Lot 2-23	N 43°44'55"E	848.75'
Lot 2-24	N 43°44'55"E	868.75'
Lot 2-25	N 43°44'55"E	888.75'
Lot 2-26	N 43°44'55"E	908.75'
Lot 2-27	N 43°44'55"E	928.75'
Lot 2-28	N 43°44'55"E	948.75'
Lot 2-29	N 43°44'55"E	968.75'
Lot 2-30	N 43°44'55"E	988.75'
Lot 2-31	N 43°44'55"E	1008.75'
Lot 2-32	N 43°44'55"E	1028.75'
Lot 2-33	N 43°44'55"E	1048.75'
Lot 2-34	N 43°44'55"E	1068.75'
Lot 2-35	N 43°44'55"E	1088.75'
Lot 2-36	N 43°44'55"E	1108.75'
Lot 2-37	N 43°44'55"E	1128.75'
Lot 2-38	N 43°44'55"E	1148.75'
Lot 2-39	N 43°44'55"E	1168.75'
Lot 2-40	N 43°44'55"E	1188.75'
Lot 2-41	N 43°44'55"E	1208.75'
Lot 2-42	N 43°44'55"E	1228.75'
Lot 2-43	N 43°44'55"E	1248.75'
Lot 2-44	N 43°44'55"E	1268.75'
Lot 2-45	N 43°44'55"E	1288.75'
Lot 2-46	N 43°44'55"E	1308.75'
Lot 2-47	N 43°44'55"E	1328.75'
Lot 2-48	N 43°44'55"E	1348.75'
Lot 2-49	N 43°44'55"E	1368.75'
Lot 2-50	N 43°44'55"E	1388.75'
Lot 2-51	N 43°44'55"E	1408.75'
Lot 2-52	N 43°44'55"E	1428.75'
Lot 2-53	N 43°44'55"E	1448.75'
Lot 2-54	N 43°44'55"E	1468.75'
Lot 2-55	N 43°44'55"E	1488.75'
Lot 2-56	N 43°44'55"E	1508.75'
Lot 2-57	N 43°44'55"E	1528.75'
Lot 2-58	N 43°44'55"E	1548.75'
Lot 2-59	N 43°44'55"E	1568.75'
Lot 2-60	N 43°44'55"E	1588.75'
Lot 2-61	N 43°44'55"E	1608.75'
Lot 2-62	N 43°44'55"E	1628.75'
Lot 2-63	N 43°44'55"E	1648.75'
Lot 2-64	N 43°44'55"E	1668.75'
Lot 2-65	N 43°44'55"E	1688.75'
Lot 2-66	N 43°44'55"E	1708.75'
Lot 2-67	N 43°44'55"E	1728.75'
Lot 2-68	N 43°44'55"E	1748.75'
Lot 2-69	N 43°44'55"E	1768.75'
Lot 2-70	N 43°44'55"E	1788.75'
Lot 2-71	N 43°44'55"E	1808.75'
Lot 2-72	N 43°44'55"E	1828.75'
Lot 2-73	N 43°44'55"E	1848.75'
Lot 2-74	N 43°44'55"E	1868.75'
Lot 2-75	N 43°44'55"E	1888.75'
Lot 2-76	N 43°44'55"E	1908.75'
Lot 2-77	N 43°44'55"E	1928.75'
Lot 2-78	N 43°44'55"E	1948.75'
Lot 2-79	N 43°44'55"E	1968.75'
Lot 2-80	N 43°44'55"E	1988.75'
Lot 2-81	N 43°44'55"E	2008.75'
Lot 2-82	N 43°44'55"E	2028.75'
Lot 2-83	N 43°44'55"E	2048.75'
Lot 2-84	N 43°44'55"E	2068.75'
Lot 2-85	N 43°44'55"E	2088.75'
Lot 2-86	N 43°44'55"E	2108.75'
Lot 2-87	N 43°44'55"E	2128.75'
Lot 2-88	N 43°44'55"E	2148.75'
Lot 2-89	N 43°44'55"E	2168.75'
Lot 2-90	N 43°44'55"E	2188.75'
Lot 2-91	N 43°44'55"E	2208.75'
Lot 2-92	N 43°44'55"E	2228.75'
Lot 2-93	N 43°44'55"E	2248.75'
Lot 2-94	N 43°44'55"E	2268.75'
Lot 2-95	N 43°44'55"E	2288.75'
Lot 2-96	N 43°44'55"E	2308.75'
Lot 2-97	N 43°44'55"E	2328.75'
Lot 2-98	N 43°44'55"E	2348.75'
Lot 2-99	N 43°44'55"E	2368.75'
Lot 2-100	N 43°44'55"E	2388.75'
Area:		10.497 acres



revised subdivision lot 1 layout August 3, 2023 no new field work
added subdivision lot 1 layout August 3, 2023 no new field work
added subdivision lot 1 layout August 3, 2023 no new field work

SUBDIVISION PLAN FOR:
THE CHARLES and MARY ANN Vieni TRUST
COSIMO JOSEPH Vieni TRUST

TOWN OF AUSTERLITZ
COUNTY OF COLUMBIA
STATE OF NEW YORK

tax parcel 87.00-2-6
deed 845 page 204

SURVEY INFORMATION BY:	
ROBERT J. HENBURG, LAND SURVEYOR	
137 SHARPTOWN ROAD	
STUYVESANT, NEW YORK 12173	
(518) 688-7466	
rhenburg@earthlink.net	
DATE	SCALE
8/23/23	MAP No.
	SHEET

AUG 21 2023

TOWN OF AUSTERLITZ, NY PLANNING BOARD
ADDENDUM FOR ALL APPLICATIONS

Planning Board Meeting

Applicant's Name: The Charles and Mary Ann Vieni Trust & Cosimo Joseph Vieni Trust
Property Address: Stonewall Road, Austerlitz New York
Tax Map No.: 87.00-2-6
Application for: Minor Subdivision PL -2023-09

Tax Map No. of Adjacent Properties Owned by Applicant or Related Parties:

87 -2-5

PLEASE ATTACH COPIES OF:

DEED (S) FOR THE PROPERTY
NON-UTILITY EASEMENTS
ROAD MAINTENANCE
OTHER AGREEMENTS THAT PERTAIN TO THE PROPERTY



Was/were the lot(s) in question the result of a subdivision in the past 10 years?

Yes ☐ No ☒ If yes, provide:

Application No. of prior subdivision: _____

Name of prior applicant: _____

Date of prior application: _____

Was/were the lot(s) in question the subject of any other Planning Board activity within the past 10 years? Yes ☐ No ☒ If yes, provide:

Application No. of prior action: _____

Name of prior applicant: _____

Date of prior application: _____

Has the property been the subject of any code enforcement activity in the past 5 years? If yes,

Provide the date and nature; N/A

July 24, 2023

The Charles and Mary Ann Vieni Trust
Cosimo Joseph Vieni Trust
PO Box 226
Claverack, NY 12513



Letter No: 001

RE: Notification of Public Hearing; Stonewall Road; Minor Subdivision Tax Parcel 87.00-2.6

Dear Neighbor,

The Charles and Mary Ann Vieni Trust and Cosimo Joseph Vieni Trust have applied to the Austerlitz Planning Board for a Minor Subdivision for the property located on Stonewall Road in the Town of Austerlitz, Tax Map 87.00-2-6. The Trust's are proposing to subdivide the 39.60-acre parcel into two (2) parcels of 29.10 acres and 10.497 acres. At this time the property is vacant.

The Application No. is PL -2023-09

The site is located on Stonewall Road, Tax Parcel 87.00-2-6

A public hearing has been scheduled before the Planning Board for August 3rd at 7:00 p.m. at the Austerlitz Town Hall, during which the application will be presented and questions and comments entertained.

The relevant provisions of the Town Law governing the application can be found on the Town's Website at

§167-501 (boundary line adjustments)
§167-101 and following (subdivisions)
§195-29 through 195-31(site plans)
§ 195-32 through 195-35 (special use permit)
§ 195-1 through 195-28 (general provisions)

Reference Material

AUG 21 2023

Planning Board Meeting

The application file is available for public review at Town Hall during regular hours of operation.

Sincerely,

A handwritten signature in black ink that reads "David J Vieni".

David J Vieni Trustee

C: Brian J Herman ESQ
Town of Austerlitz
REV'D 9/06/22

9589 0710 5270 0553 8227 81

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160 E 35th St.

City, State, ZIP+4®
NY, NY

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Planning Board Meeting

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PLANNING
BOARD
COLUMBIA COUNTY

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Sent To Cosimo Vene

Street and Apt. No., or PO Box No.

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Sent To Ann Gokowski PL Trust

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City, State, ZIP+4® Philmont

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Reference Material

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Planning Board Meeting

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COLUMBIA COUNTY

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City, State, ZIP+4® Claverack

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City, State, ZIP+4® East Meadow NY

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City, State, ZIP+4® Chatham, NY

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Sent To Charles Vene

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City, State, ZIP+4® Claverack NY

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Total Postage and Fees
 \$

Sent To Brian Kellogg
30 Spencetown Rd
Spencetown, NY

PS Form 3800, January 2023 PSN 7520-02-000-9047 See Reverse for Instructions

9589 0710 5270 0553 8229 10

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

Certified Mail Fee
 \$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
 \$

Total Postage and Fees
 \$

Sent To Steve Sorros
Street and Apt. No., or PO Box No.
City, State, ZIP+4® Spencetown, NY

PS Form 3800, January 2023 PSN 7520-02-000-9047 See Reverse for Instructions

9589 0710 5270 0553 8229 27

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Certified Mail Fee
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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
 \$

Total Postage and Fees
 \$

Sent To Fernando Ruiz
Street and Apt. No., or PO Box No.
City, State, ZIP+4® Austerlitz, NY 12017

PS Form 3800, January 2023 PSN 7520-02-000-9047 See Reverse for Instructions

9589 0710 5270 0553 8229 74

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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
 \$

Total Postage and Fees
 \$

Sent To Ocean Front LLC
Street and Apt. No., or PO Box No.
City, State, ZIP+4® Austerlitz, NY

PS Form 3800, January 2023 PSN 7520-02-000-9047 See Reverse for Instructions

9589 0710 5270 0553 8229 67

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee
 \$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
 \$

Total Postage and Fees
 \$

Sent To Izella Meyer
Street and Apt. No., or PO Box No.
S.E. 12th Street Apt. 12
City, State, ZIP+4® New York, NY 10003

PS Form 3800, January 2023 PSN 7520-02-000-9047 See Reverse for Instructions

TOWN OF AUSTERLITZ
 RECEIVED

AUG 03 2023

PLANNING
 BOARD
 COLUMBIA COUNTY

Reference Material

AUG 21 2023

Planning Board Meeting

J Lotus

From: J Lotus
Sent: Friday, July 28, 2023 8:51 AM
To: David Vieni; Tracy Tassinari
Subject: What is currently outstanding for the Planning Board Public Hearing on August 3, 2023

Dear Dave and Tracy,

I thought you might appreciate an updated list of what is currently outstanding.

Check for \$72.60 to the Town of Austerlitz for publication of the Notice of Public Hearing.

Check for \$50.00 to the Town of Austerlitz for the Boundary Line Adjustment application (that is as yet unpaid).

Completed Addendum Form

Digital copy of the new maps with the statement that this subdivision will not affect the Tessitore issue.

Large copies of the new maps with the statement that this subdivision will not affect the Tessitore issue.

Receipts for all of the mailed Notification of Public Hearing letters

That is the entirety of what is still outstanding. Please get whatever you can to me at the Town Hall asap and I will need everything by the time of the Hearing on Thursday, August 3rd.

My best to you,

J Lotus
Planning Board Clerk
518 392-3260 x 301

Reference Material

AUG 21 2023

Planning Board Meeting

617.20
Appendix B
Short Environmental Assessment Form

TOWN OF AUSTERLITZ
RECEIVED
MAY 01 2023
PLANNING
BOARD
COLUMBIA COUNTY

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		Reference Material					
Name of Action or Project: Stonewall Road Subdivision							
Project Location (describe, and attach a location map): Stonewall Road, Town of Austerlitz, NY Tax Parcel 87.00-2-6							
Brief Description of Proposed Action: Proposed subdivision plan for tax parcel 87.00-2-6. Requesting minor subdivision for property located on Stonewall Road in the Town of Austerlitz. Proposing to subdivide the 39.6 acre into two (2) parcels 29.10 acres and 10.497 acres.							
Name of Applicant or Sponsor: David Vieni		Telephone: 518-461-9895					
		E-Mail: vienidavid@gmail.com					
Address: 2 Pine Knob Drive							
City/PO: Albany		State: NY	Zip Code: 12203				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; text-align: center;">NO</td><td style="width: 50%; text-align: center;">YES</td></tr><tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr></table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; text-align: center;">NO</td><td style="width: 50%; text-align: center;">YES</td></tr><tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr></table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? 10.49 acres							
b. Total acreage to be physically disturbed? 0 acres							
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 28.5 acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <div style="display: flex; flex-wrap: wrap;"><div style="width: 50%;"><input type="checkbox"/> Urban</div><div style="width: 50%;"><input type="checkbox"/> Rural (non-agriculture)</div><div style="width: 50%;"><input type="checkbox"/> Industrial</div><div style="width: 50%;"><input type="checkbox"/> Commercial</div><div style="width: 50%;"><input checked="" type="checkbox"/> Residential (suburban)</div><div style="width: 50%;"><input type="checkbox"/> Forest</div><div style="width: 50%;"><input type="checkbox"/> Agriculture</div><div style="width: 50%;"><input type="checkbox"/> Aquatic</div><div style="width: 50%;"><input type="checkbox"/> Other (specify): _____</div><div style="width: 50%;"><input type="checkbox"/> Parkland</div></div>							

Reference Material

AUG 21 2023

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations? Planning Board Meeting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 service(s) 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 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 checked="" type="checkbox"/>	<input 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: _____	<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: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	<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? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100 year flood plain?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>David Vieni</u> Date: <u>5/1/2023</u> Signature: _____		

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

Reference Material

AUG 21 2023 Planning Board Meeting	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Reference Material

AUG 21 2023

Planning Board Meeting

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

PRINT

RESET

Johnson Newspaper Corp
Hudson Register Star

Invoice #: beae138f
Date: 07/27/2023

Bill To
TOWN OF AUSTERLITZ

Customer Email
jlotus@austerlitzny.com

Affidavits will be mailed or emailed (as ordered) 7 days AFTER THE
LAST INSERTION DATE.

Description	Publish Date	Amount
PUBLIC	07/29/2023	\$52.07
[Reference Material		
Affidavit(eMail)	1	\$20.00
Affidavit(Mail)	0	\$0.00
Planning Board Meeting		

Please remit checks payable to:

Reference Material

Total: \$72.07
Balance:
\$72.07

Johnson Newspaper Corp
c/o New York Press Service (NYPS)
621 Columbia St. Ext.
Ste 100
Cohoes, NY 12047

AUG 21 2023

Planning Board Meeting

The invoice number MUST be included on your check to ensure that your payment is
applied correctly.



pd. by check
dtd 8/3/23
by David Vieni
to Town of Austerlitz

NOTICE OF PUBLIC HEARING
TOWN OF AUSTERLITZ PLANNING BOARD

Reference Material

AUG 21 2023

Planning Board Meeting

PLEASE TAKE NOTICE that the Planning Board of the Town of Austerlitz will hold a Public Hearing on a minor subdivision application for property located on Stonewall Road in the Town of Austerlitz (Tax Map #87.00-2-6) owned by Charles and Cosimo Vieni Trusts. The applicant proposes to subdivide the 39.6-acre property into two parcels of 29.10 acres and 10.5 acres. The property is located in the Town's rural residential zoning district. The property is vacant. The Public Hearing on the application will be held on August 3, 2023 at 7:00 pm for the purpose of providing an opportunity for all those wishing to comment on this application. Written comments will also be accepted at the hearing or prior to the hearing via email to the Planning Board Clerk at jlotus@austerlitzny.com. If you wish to review a copy of the application, please contact the Planning Board Clerk, J Lotus, at 518-392-3260, ext. 301.

By Motion of the Planning Board of the Town of Austerlitz



Vieni SBL borders for 87.-2-6 for Notice of Public Hearing letter to neighbors

78.-1-56	Bella	Meyer	8 E. 12th St., Apt 12	Stonewall Rd	New York	NY	10003
78.-1-57		Ocean Forest LLC	135		Austerlitz	NY	12017
78.-1-58.200	Mario	Riva	160 E. 38th St		New York	NY	10016
78.-1-59.200	Cheryl	Breu	86	Stonewall Rd	Chatham	NY	12037
78.-1-71	Dennis	Casey	43	Stonewall Rd	Chatham	NY	12037
87.-2-1.2	Eric	Johnson	384	Altamont Rd	Covington	KY	41016
87.-2-3.3	Michael	Tessitore	270	Route 203	Spencertown	NY	12165
87.-2-4.3	Brittany	Tessitore	19	Stonewall Rd	Spencertown	NY	12165
87.-2-5	Cosimo	Vieni	POB 226		Claverack	NY	12513
87.-2-6	Cosimo	Vieni	POB 226		Claverack	NY	12513
87.-2-7	Anne	Cipkowski RL Trust	POB 246		Philmont	NY	12565
87.-2-9	Dennis	Sullivan	1677	Noble St	East Meadow	NY	11554
87.-2-10		Kreth Family Living Trust	82	Stonewall Rd	Chatham	NY	12037
87.-2-12.11	Charles	Vieni	POB 226		Claverack	NY	12513
87.-2-12.112	Brian	Kellogg	20	Stonewall Rd	Chatham	NY	12037
87.-2-42	Steve	Sorros	269	Route 203	Spencertown	NY	12165
87.-2-43	Fernando	Ruiz	273	Route 203	Austerlitz	NY	12017

Reference Material

AUG 21 2023

Planning Board Meeting

TOWN OF AUSTERLITZ
RECEIVED

AUG - 3 2023
PLANNING
BOARD
COLUMBIA COUNTY

78-1-56	Bella Martin	Meyer Kace	8 E. 12th St., Apt 12	NY NY 10003
78-1-57	Ann Miller	Ocean Forest LLC	135	Stonewall Rd
78-1-58,200	Mario	Riva	160 E. 38th St	
78-1-59,200	Cheryl	Breu	86	Stonewall Rd
78-1-71	Dennis	Casey	43	Stonewall Rd
37-2-1.2	Eric	Johnson	384	Altamont Rd
37-2-3.3	Michael	Tessitore	270	Route 203
37-2-4.3	Brittany	Tessitore	19	Stonewall Rd
37-2-5	Cosimo	Vieni	POB 226	
37-2-6	Cosimo	Vieni	POB 226	
37-2-7	Anne	Cipkowski RL Trust	POB 246	
37-2-9	Dennis	Sullivan	1677	Noble St
37-2-10		Kreth Family Living Trust	82	Stonewall Rd
37-2-12.111	Charles	Vieni	POB 226	
37-2-12.112	Brian	Kellogg	20	Stonewall Rd
37-2-42	Steve	Sorros	269	Route 203
37-2-43	Fernando	Ruiz	273	Route 203

153 Stonewall

Reference Material

AUG 08 2023

Planning Board Meeting

New York	New York	10003
Austerlitz	New York	12017
New York	New York	10016
Chatham	NY	12037
Chatham	NY	12037
Covington	KY	41016
Spencertown	NY	12165
Spencertown	NY	12165
Claverack	NY	12513
Claverack	NY	12513
Philmont	NY	12565
East Meadow	NY	11554
Chatham	NY	12037
Claverack	NY	12513
Chatham	NY	12037
Spencertown	NY	12165
Austerlitz	NY	12017

NOTICE OF CONTINUATION OF PUBLIC HEARING

TOWN OF AUSTERLITZ PLANNING BOARD

PLEASE TAKE NOTICE that the Planning Board of the Town of Austerlitz has scheduled a continuation of the Public Hearing on a minor subdivision application for the property located at Stonewall Road in the Town of Austerlitz (Tax Map #87.-2-6) owned by Charles and Cosimo Vieni Trusts. The applicant proposes to subdivide the 39.6 acre property into two parcels of 29.10 acres and 10.5 acres. The property is located in the Town's rural residential zoning district. The property is vacant. The Public Hearing on the application will be held on (September 7, 2023, 7:00 pm) for the purpose of providing an opportunity for all those wishing to comment on this application. Written comments will also be accepted at the hearing or prior to the hearing via email to the Planning Board Clerk at jlotus@austerlitzny.com If you wish to review a copy of the application, please contact the Planning Board Clerk, J Lotus, at 518 392-3260, ext. 301.

By Motion of the Planning Board of the Town of Austerlitz.

Reference Material

AUG 04 2023

Planning Board Meeting

AFFIDAVIT OF PUBLICATION

Hudson Register Star

Reference Material

State of New York,

AUG 21 2023

County of, Columbia,

Planning Board Meeting

The undersigned is the authorized designee of **Hudson Register Star**, a **Daily** Newspaper published in **Columbia** County, **New York**. I certify that the public notice, a printed copy of which is attached hereto, was printed and published in this newspaper on the following dates:

July 29, 2023

This newspaper has been designated by the County Clerk of **Columbia** County, as a newspaper of record in this county, and as such, is eligible to publish such notices.

Christina Henke Rea

Signature

Christina Henke Rea

Printed Name

Subscribed and sworn to before me,

This 03 day of August 2023

Douglas W. Rea

Notary Signature

Notary Public Stamp



AFFIDAVIT OF PUBLICATION

Hudson Register Star

COLUMBIA COUNTY
NOTICE OF PUBLIC
HEARING
NOTICE OF PUBLIC
HEARING
TOWN OF
AUSTERLITZ
PLANNING BOARD

PLEASE TAKE
NOTICE that the
Planning Board of the
Town of Austerlitz will
hold a Public Hearing
on a minor subdivision
application for property
located on Stonewall
Road in the Town of
Austerlitz (Tax Map
#87.00-2-6) owned by
Charles and Cosimo
Vieni Trusts. The
applicant proposes to
subdivide the 39.6-
acre property into two
parcels of 29.10 acres
and 10.5 acres.
The property is
located in the Town's
rural residential zoning
district. The property
is vacant. The Public
Hearing on the
application will be
held on August 3,
2023 at 7:00 pm for
the purpose of
providing an
opportunity for all
those wishing to
comment on this
application. Written
comments will also be
accepted at the
hearing or prior to the
hearing via email to

Reference Material

AUG 2 1 2023

Planning Board Meeting

AFFIDAVIT OF PUBLICATION

Hudson Register Star

the Planning Board
Clerk at
jlotus@austerlitzny.com.
If you wish to review a
copy of the
application, please
contact the Planning
Board Clerk, J Lotus,
at 518-392-3260, ext
301.
By Motion of the
Planning Board of the
Town of Austerlitz

Reference Material

AUG 21 2023

Planning Board Meeting

Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Steve Sorros

269 Route 203

Spencertown, N.Y. 12165

Reference Material

AUG 04 2023

Planning Board Meeting

Dear Mr. Sorros;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

J Lotus

Planning Board Clerk

COPY

Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Reference Material

Charles Vieni

AUG 04 2023

PO Box 226

Planning Board Meeting

Austerlitz, N.Y. 12017

Dear Mr. Vieni;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,



J Lotus

Planning Board Clerk

Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Brian Kellogg

20 Stonewall Road

Chatham, N.Y. 12037

Reference Material

AUG 04 2023

Planning Board Meeting

Dear Mr. Kellogg;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

J Lotus

Planning Board Clerk

COP

Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Kreth Family Living Trust

82 Stonewall Road

Chatham, N.Y. 12037

Reference Material

AUG 04 2023

Planning Board Meeting

Dear Trustee;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

J Lotus

Planning Board Clerk

COPY

Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Reference Material

Dennis Sullivan

1677 Noble Street

East Meadow, N.Y. 11554

AUG 04 2023

Planning Board Meeting

Dear Mr. Sullivan;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

J Lotus

Planning Board Clerk

COPY

Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Reference Material

Anne Cipkowski

PO Box 246

Philmont, N.Y. 12565

AUG 04 2023

Planning Board Meeting

Dear Ms. Cipkowski;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

J Lotus

Planning Board Clerk

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Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Cosimo Vieni

PO Box 226

Claverack, N.Y. 12513

Reference Material

AUG 04 2023

Planning Board Meeting

Dear Mr. Vieni;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

J Lotus

Planning Board Clerk



Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Brittany Tessitore
19 Stonewall Road
Spencertown, NY 12165

Reference Material

AUG 04 2023

Planning Board Meeting

Dear Ms. Tessitore;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

J Lotus

Planning Board Clerk

COPY

Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Michael Tessitore

270 Rte. 203

Spencertown, N.Y. 12165

Reference Material

AUG 04 2023

Planning Board Meeting

Dear Mr. Tessitore;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

J Lotus

Planning Board Clerk

COPY

Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Reference Material

Eric Johnson

AUG 04 2023

384 Altamont Road

Planning Board Meeting

Covington, K.Y. 41016

Dear Mr. Johnson;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

J Lotus

Planning Board Clerk

COPY

Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Reference Material

Cheryl Breu

AUG 04 2023

86 Stonewall Road

Planning Board Meeting

Chatham, N.Y. 12037

Dear Ms. Breu;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

COPY

J Lotus

Planning Board Clerk

Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Dennis Casey

43 Stonewall Road

Chatham, N.Y. 12037

Reference Material

AUG 04 2023

Planning Board Meeting

Dear Mr. Casey;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

J Lotus

Planning Board Clerk

 **COPY**

Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Reference Material

Mario Riva

AUG 04 2023

160 E. 38th St.

Planning Board Meeting

New York, N.Y. 10016

Dear Mr. Riva;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

J Lotus

Planning Board Clerk

COPY

Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

Reference Material

AUG 04 2023

Planning Board Meeting

August 4, 2023

Ocean Forest, LLC c/o Ann Miller

135 Stonewall Road

Austerlitz, N.Y. 12017

Dear Ms. Miller;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

J Lotus

Planning Board Clerk



Town of Austerlitz Planning Board

P.O. Box 238, 816 Route 203

Spencertown, NY 12165

(518) 392-3260 x 301

August 4, 2023

Reference Material

Martin Kace/ Bella Meyer

AUG 04 2023

8 E. 12th St., Apt 12

Planning Board Meeting

New York, N.Y. 10003

Dear Mr. Kace and Ms. Meyer;

We are mailing this as a courtesy notification to all of the neighbors of the property on Stonewall Road, tax map #87.-2-6, owned by The Charles and Mary Ann Vieni Trust and the Cosimo Joseph Vieni Trust.

Please be aware that the Planning Board has continued the Public Hearing for the Minor Subdivision of the above property until the next Planning Board meeting on September 7, 2023 at 7:00 p.m. The meeting will be held at the Town Hall: 816 Route 203, Spencertown, NY 12165. We welcome your attendance at the hearing.

Respectfully,

 **COPY**

J Lotus

Planning Board Clerk

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cheryl Brew
86 Stonewall Rd
Chatham, NY 12037



9590 9402 8186 3030 5015 33

2. Article Number (Transfer from service label)

0710 5270 0553 8227 98

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

\$

Sent To Cheryl Brew

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Chatham NY

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Cheryl Brew* ☐ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
if YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

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Postage

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City, State, ZIP+4®

Chatham NY

PS Form 3800, January 2023 PSN 7530-02-000-9047

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- Complete items 1, 2, and 3.
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■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brittany Tessitore
19 Stonewall Rd
Spencertown, NY
12165



9590 9402 8186 3030 5014 96

2. Article Number (Transfer from service label)

0710 5270 0553 8228 35

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

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Sent To Brittany Tessitore

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Spencertown NY

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Brittany Tessitore* ☐ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
if YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Charles Vieni
POB 226
Claverack, NY 12513

2. Article Number (Transfer from service label)
9590 9402 8186 3030 5014 27

3. Article Number (Transfer from service label)
9590 9402 8186 3030 5014 27

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

4. Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

5. Date of Delivery
JUL 26 2023

6. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

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Charles Vieni
POB 226
Claverack, NY 12513

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9590 9402 8186 3030 5014 27

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9590 9402 8186 3030 5014 27

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☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

4. Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

5. Date of Delivery
JUL 26 2023

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If YES, enter delivery address below:

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

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■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ocean Front LLC
135 Stonewall Rd
Austerlitz, NY 12014

2. Article Number (Transfer from service label)
9590 9402 8186 3030 5015 64

3. Article Number (Transfer from service label)
9590 9402 8186 3030 5015 64

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

4. Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

5. Date of Delivery
JUL 26 2023

6. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

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Ocean Front LLC
135 Stonewall Rd
Austerlitz, NY 12014

2. Article Number (Transfer from service label)
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9590 9402 8186 3030 5015 64

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☐ Adult Signature Restricted Delivery
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☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

4. Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

5. Date of Delivery
JUL 26 2023

6. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

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AUG 04 2023
Planning Board Meeting

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☐ Return Receipt (hardcopy) \$
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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Total Postage and Fees \$

Sent To Charles Vieni
Street and Apt. No., or PO Box No.
City, State, ZIP+4® Claverack, NY

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Planning Board Meeting

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☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Total Postage and Fees \$

Sent To Ocean Front LLC
Street and Apt. No., or PO Box No.
City, State, ZIP+4® Austerlitz, NY

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Steve Sorros
269 Route 203
Spencertown, NY 12165



9590 9402 8186 3030 5014 03

Article Number (Transfer from service label)

0710 5270 0553 8229 10

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COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent
B. Received by (Printed Name) ☒ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
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☐ Certified Mail®
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☐ Signature Confirmation Restricted Delivery
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Street and Apt. No., or PO Box No.
City, State, ZIP+4® Spencertown, NY

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michael Tessitore
270 Route 203
Spencertown, NY 12165



9590 9402 8186 3030 5015 02

Article Number (Transfer from service label)

0710 5270 0553 8228 28

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Postage \$

Postmark
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Sent To Michael Tessitore
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cosimo Vleni
POB 226
Claverack, NY
12513



9589 02 8186 3030 5014 72

02 8186 3030 5014 72

710 5270 0553 8228 59

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<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	Cosimo Vleni
Street and Apt. No., or PO Box No.	
City, State, ZIP+4 [®]	

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Reference Material

AUG 04 2023

Planning Board Meeting

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A. Signature	
B. Received by (Printed Name)	Agent
C. Date of Delivery	7/26/23
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, enter delivery address below:	

JUL 25 2023

3. Service type	<input type="checkbox"/> Priority Mail Express [®]
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Registered Mail [™]
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail [®]	<input type="checkbox"/> Signature Confirmation [™]
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery	
(over \$500)	

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	Eric Johnson
Street and Apt. No., or PO Box No.	
City, State, ZIP+4 [®]	

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	Dennis Casoy
Street and Apt. No., or PO Box No.	
City, State, ZIP+4 [®]	

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<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To <u>Bella Meyer</u>	
Street and Apt. No., or PO Box No. <u>8 E. 12th Street Apt. 12</u>	
City, State, ZIP+4® <u>New York, NY 10003</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0553 8228 80

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Reference Material Postmark Here AUG 04 2023
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
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<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
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Postage \$	Planning Board Meeting
Total Postage and Fees \$	
Sent To <u>Koch Family Living Trust</u>	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4® <u>Chatham, NY</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

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Total Postage and Fees \$	
Sent To <u>Mario Riva</u>	
Street and Apt. No., or PO Box No. <u>160 E 38th St.</u>	
City, State, ZIP+4® <u>NY, NY</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

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Postage \$	
Total Postage and Fees \$	
Sent To <u>Cosimo Tessitore</u>	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4® <u>Clawson</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

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Postage \$	
Total Postage and Fees \$	
Sent To <u>Ann Gorkowski RL Trust</u>	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4® <u>Philmont</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

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Postage \$	
Total Postage and Fees \$	
Sent To <u>Dennis Sullivan</u>	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4® <u>East Meadow NY</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

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<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To <u>Fernando Ruiz</u>	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4® <u>Aurora, IL 60017</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

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<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To <u>Brian Kellag</u>	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4® <u>20 Stonewall Rd Chatham, NY</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

Reference Material

AUG 04 2023

Planning Board Meeting

August 3, 2023

Draft Minutes

Town of Austerlitz
Planning Board Meeting
August 3, 2023

Present: Deborah Lans, Chair, Chris Ferrone, Steve Lobel, Dale Madsen, Eric Sieber, Planning Board Members. Also present: Joseph Catalano, Attorney for the Town and Planning Board Clerk, J Lotus.

Public Hearing Called to Order at 7:01 p.m.

Reference Material

Public Hearing for PL-2023-09 Minor Subdivision

Property Owners: The Charles P. Vieni Trust & Cosimo Vieni

Applicant: David Vieni

Project Property: Stonewall Road, Austerlitz, NY SBL#: 87.-2-6

Zoning: Rural Residential

SEP 01 2023

Planning Board Meeting

Project Description:

The application is to subdivide the 39.6 acre parcel into a 10.497 acre parcel and a 29.103 acre parcel. Mr. Vieni submitted new maps with a surveyor note on them explaining which part of the 39.6 acre parcel is affected by the Tessitore boundary issue. The 10.497 acre parcel that Mr. Vieni wishes to subdivide is not affected by said issue. Mr. Vieni provided the Board with the postal receipts from notifying the neighbors on abutting lands of the scheduled public hearing, that were requested by the Planning Board at the July 7, 2023 meeting.

D. Vieni notified seventeen property owners of the Public Hearing; however, the notices were only mailed out eight days prior to the Hearing and the requirement is ten days.

Two members of the public who were in attendance were invited to speak. One declined, saying he was simply attending to understand the nature of the application. Maureen Wilson noted no objection to the application but indicated that she saw a discrepancy between the survey map and the map on the county website.

Prior to the next Planning Board meeting, Mr. Vieni is to contact his surveyor re: a discrepancy between the county tax map and the surveyor maps as pointed out by Town Board member M. Wilson.

A motion was made by C. Ferrone to continue the Public Hearing until September 7, 2023 because the letters to the abutting properties were not mailed at least ten days before the hearing, the motion was seconded by Member D. Madsen.

Roll Call Vote:

Deborah Lans: Y

Chris Ferrone: Y

Steve Lobel: Y
Dale Madsen: Y
Eric Sieber: Y
Motion Carried 5:0:0

The regular meeting of the Austerlitz Planning Board was called to order by Chair Lans at 7:19 pm.

Minutes

A motion to accept the July, 2023 Planning Board Meeting minutes was made by Member D. Madsen, seconded by Member S. Lobel.

Voice Vote:

Deborah Lans: Y

Chris Ferrone: Y

Steve Lobel: Y

Dale Madsen: Y

Eric Sieber: Y

Motion Carried 5:0:0

Reference Material

SEP 01 2023

Planning Board Meeting

Old Business

David Vieni for PL-2023-09 Minor Subdivision

Property Owners: The Charles P. Vieni Trust & Cosimo Vieni

Applicant: David Vieni

Project Property: Stonewall Road, Austerlitz, NY SBL#: 87.-2-6

Zoning: Rural Residential

The Vieni application was deferred to the September meeting.

New Business

Hi-Roc LLC PL-2022-18 Modification to Driveway Approval Request

Property Owner: Hi-Roc LLC

Applicant: Kevin Hartka for Hi-Roc LLC

Project Property: 4375 County Route 7, Ghent, NY 12075 SBL #104.-1-6.220

Zoning: Rural Residential

The Board noted that the berm, now located between the driveway for Hi-Roc's subdivision and Melissa Hartka's property, is not of a permanent nature. The berm "being of a permanent nature" was a requirement of the Board's resolution approving the minor three-lot Hi-Roc subdivision. It became known to the Board that the berm has been removed and put back multiple times.

Mr. Kevin Hartka wrote a letter to Board Chair, Deborah Lans, requesting that the board amend the resolution to allow him to install a locked gate to which only he would have a key. In this way Mr. Hartka hopes to have more time and a more direct route to

removing his equipment and belongings from the Melissa Hartka property and onto the Hi-Roc property.

Mr. Hartka presented to the Board that he has been on the land that is now Hi Roc's while using the shop on Melissa Hartka's land for some time and is building his house on Hi-Roc's property. If the berm is present, to travel from Hi-Roc's land to Melissa Hartka's house and barn requires Mr. Hartka to travel down his road and up the driveway to Ms. Hartka's house and then back down her driveway to the shop, rather than traveling the 800 ft. direct route, if the berm wasn't required to be present. Also, Mr. Hartka suggested that the pond on Ms. Hartka's property would be important for the fire company to use in the event of a fire on either of their properties. His proposal, as opposed to a permanent Berm, is a locked gate between his property and the Melissa Hartka property that is only to be used for construction or emergency purposes. The gate would be on Kevin's property and he and Melissa Hartka would have a key.

Melissa Hartka stated that there are wetlands on the Hi-Roc subdivision and that Mr. Hartka could put his own pond there.

Dana Salazar, attorney for Ms. Hartka, stated that Ms. Hartka is in the process of selling her property at 4447 Crow Hill Road and has given Mr. Hartka an eviction notice. Ms. Salazar also stated that the Town of Austerlitz Building Inspector sent a notice of immediate evacuation of the house premises, on Melissa Hartka's property, as the residents are there illegally because there is no Certificate of Occupancy for that property. Ms. Salazar stated that Mr. Hartka was given the notice of eviction proceedings 30 days ago and had done nothing toward moving out of Ms. Hartka's property with his equipment or personal belongings. Ms. Salazar said that Ms. Hartka is willing to give Mr. Hartka 10 days to remove his property from her property and that she might be willing to wait as long as 2 weeks for that to happen.

The Board asked Mr. Hartka what his preferred timeline looked like. Mr. Hartka stated that he wants to move into his new house before next winter. He would be moving his things onto his own property once he built a barn or shop to house them. K. Hartka stated that if the Melissa Hartka property at 4447 Crow Hill Road were sold, as it currently stands, it would take him months to move his construction equipment off of the Melissa Hartka property.

Attorney Catalano reminded Mr. Hartka that the Hi-Roc subdivision is not zoned for commercial purposes. Construction equipment can be used for the development of the three approved lots but cannot be stored on the Hi-Roc properties.

Ms. Salazar reiterated that Ms. Hartka will give ten days to two weeks for Mr. K. Hartka's property to be removed from Melissa Hartka's property which would include all possessions, equipment, materials and the stumps that Mr. K. Hartka had disposed of onto Ms. Hartka's property.

Reference Material

The Planning Board discussed Mr. Hartka's request.

SEP 01 2023

Planning Board Meeting

E. Sieber made a motion to temporarily lift the requirement of a permanent barrier between the two parcels for a limited time, from August 4th until August 18th, 2023, and to require that Mr. K. Hartka erect a permanent berm when the allotted time is expired. The motion was seconded by C. Ferrone.

Vote:

Deborah Lans: Y

Chris Ferrone: Y

Steve Lobel: Y

Dale Madsen: Y

Eric Sieber: Y

Motion Carried 5:0:0

Finally, the Board noted that Mr. Hartka can, if he wishes, file a formal application to amend the Board's resolution of approval so as to permit a gate in lieu of a permanent barrier, supported by all documentation that the application would include.

Other Business

None

Public Comment:

None

C. Ferrone made a motion to adjourn the meeting. The motion was seconded by D. Madsen.

Vote:

Deborah Lans: Y

Chris Ferrone: Y

Steve Lobel: Y

Dale Madsen: Y

Eric Sieber: Y

Motion Carried 5:0:0


Reference Material

SEP 01 2023

Planning Board Meeting

The meeting ended at 7:52 p.m.

Respectfully Submitted by



J Lotus

Town of Austerlitz Planning Board Clerk

David Vieni

Minor Sub-Division

PL 2023-09

SBL# 87.-2-6

Berj Krikorian

**Site Plan Review for Ground Mounted
Solar Array**

PL 2023-15

SBL # 77.-1-86

TOWN OF AUSTERLITZ PLANNING BOARD
APPLICATION FOR SITE PLAN REVIEW/SPECIAL USE PERMIT

Application Date: 8/3/2023

Project No. PL-2023-15

Approval for (check all that apply)

Site Plan ☒ Site Plan Amendment ☐ Special Use Permit ☒

Property Owner: Name Berj Krikorian

Mailing Address 1156 State Route 203 Chatham, NY 12037

Email Address: hudsonstudios@fairpoint.net

Phone Number: (518) 784-3022

Surveyor or Engineer: Name Paul Zacher - PZSE Structural Engineers

Email Address project@pzse.com

Phone Number (916) 961-3960

License Number

Representative (if any): Name Ben Potiker

Email Address permits@plugpv.com

Phone Number (838) 839-1500

Please provide owner's letter of authorization

Reference Material

AUG 03 2023

Planning Board Meeting

Property Address: 1156 State Route 203 Chatham, NY 12037

Tax Map Number: 77.-1-86

Parcel Acreage: 7.60

Current Use of Land:

N/A

Character/Use of Abutting Lands:

Easements or Restrictions: N/A

Ag. District: Yes/No

Proposed Use of Site: Utilities Multifamily project

In-Home Business Commercial Project Other residential

Use Category (See Town Law §195-13)

(Site Plan/Special Use Permit App. P. 2)

Detailed Description of proposed use, including primary and secondary uses (use additional sheet if necessary):

installation of 16kw DC code compliant ground mounted solar array (40 panels)

Description of all buildings to be used/constructed (including height, square feet, no. of stories):

Is the property within 500 feet of

Reference Material

A municipal boundary no

AUG 03 2023

A county or state park/recreation area (existing or proposed) no

Planning Board Meeting

A county or state road or right of way (existing or proposed) no

A county or state-owned building or institution no

A stream or drainage channel owned by the county or for which channel lines have been established no

An active farm operation within an Agricultural District no

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

Please Review Articles VIII and IX of the Town Law for application requirements and Board procedures.

Chelsea Breen
Signature

8/3/2023
Date

App. Fees	Public Hearing	App. Complete	Final Approval
Prelim Mtg	SEQRA Desig	SEQRA Determination	

TOWN OF AUSTERLITZ, NY PLANNING BOARD
ADDENDUM FOR ALL APPLICATIONS

Applicant's Name: Berj Kirkorian
Property Address: 1156 State Route 203 Chatham, NY 12037
Tax Map No.: 77.-1-86
Application for: ground mounted solar array

Tax Map No. of Adjacent Properties Owned by Applicant or Related Parties:

77.-1-86

Reference Material

PLEASE ATTACH COPIES OF:

DEED (S) FOR THE PROPERTY
NON-UTILITY EASEMENTS
ROAD MAINTENANCE
OTHER AGREEMENTS THAT PERTAIN TO THE PROPERTY

AUG 03 2023

Planning Board Meeting

Was/were the lot(s) in question the result of a subdivision in the past 10 years?

Yes ____ No ☒. If yes, provide:

Application No. of prior subdivision: _____

Name of prior applicant: _____

Date of prior application: _____

Was/were the lot(s) in question the subject of any other Planning Board activity within the past 10 years? Yes ____ No ☒. If yes, provide:

Application No. of prior action: _____

Name of prior applicant: _____

Date of prior application: _____

Has the property been the subject of any code enforcement activity in the past 5 years? If yes,

Provide the date and nature; No



(518) 948-5316
HELLO@PLUGPV.COM
HTTPS://WWW.PLUGPV.COM
630 7TH AVENUE, TROY, NY 12182

LETTER OF AUTHORIZATION FOR ZONING AND PERMIT APPLICATION

To Whom It May Concern:

I, Berj Krikorian as owner(s) of the property located at
1156 State Rt 203 Chatham, NY 12037

Hereby designate PlugPV, LLC. as my contractor and registered agent for the purposes of the applying for Permits and
Zoning Board representation regarding my solar installation project.

Print	<u>Berj Krikorian</u>
Sign	<u><i>Berj Krikorian</i></u> <small>Berj Krikorian (Jun 7, 2023 18:14 EDT)</small>
Date	<u>Jun 7, 2023</u>

Reference Material

AUG 03 2023

Planning Board Meeting

**Town of Austerlitz
Erin Reis
Building Department
PO Box 238
Spencertown, NY 12165
518.392.5007 ext. 303**

**CONTRACTOR
LETTER OF AUTHORIZATION**

Date 7/13/2023

I, Berj Krikorian authorize Plug PV LLC / Chelsea Breen
Print, Home Owners Name Person Obtaining Permit

To obtain a building permit from the Town of Austerlitz Building Department for ground mount solar array

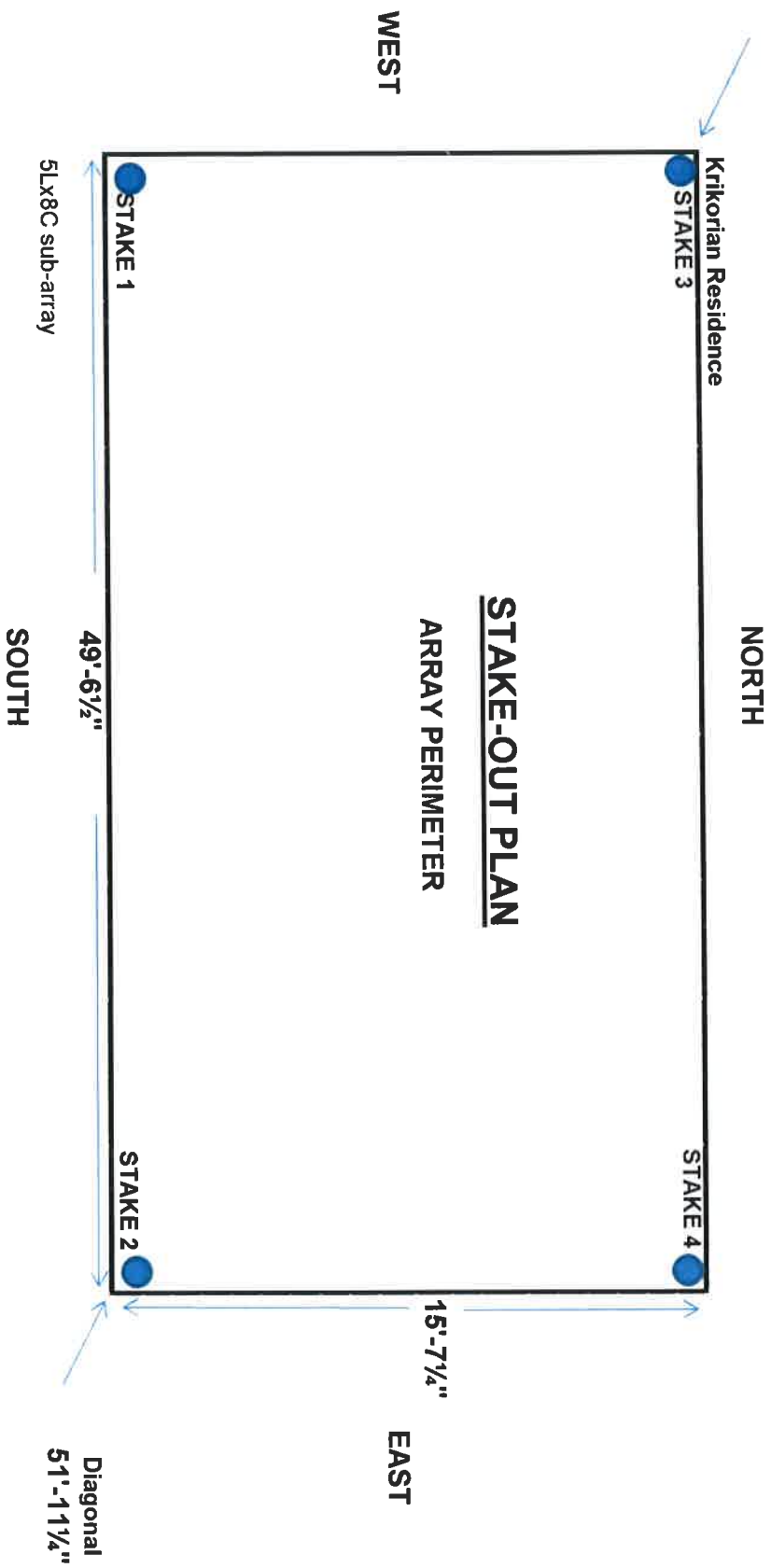
On my behalf for the property located at 1156 State Route 203 Type of Work
Address of property where Work will be performed **SBL#** 77.-1-86

Signed Berj Krikorian
Homeowners Signature

Reference Material

AUG 03 2023

Planning Board Meeting

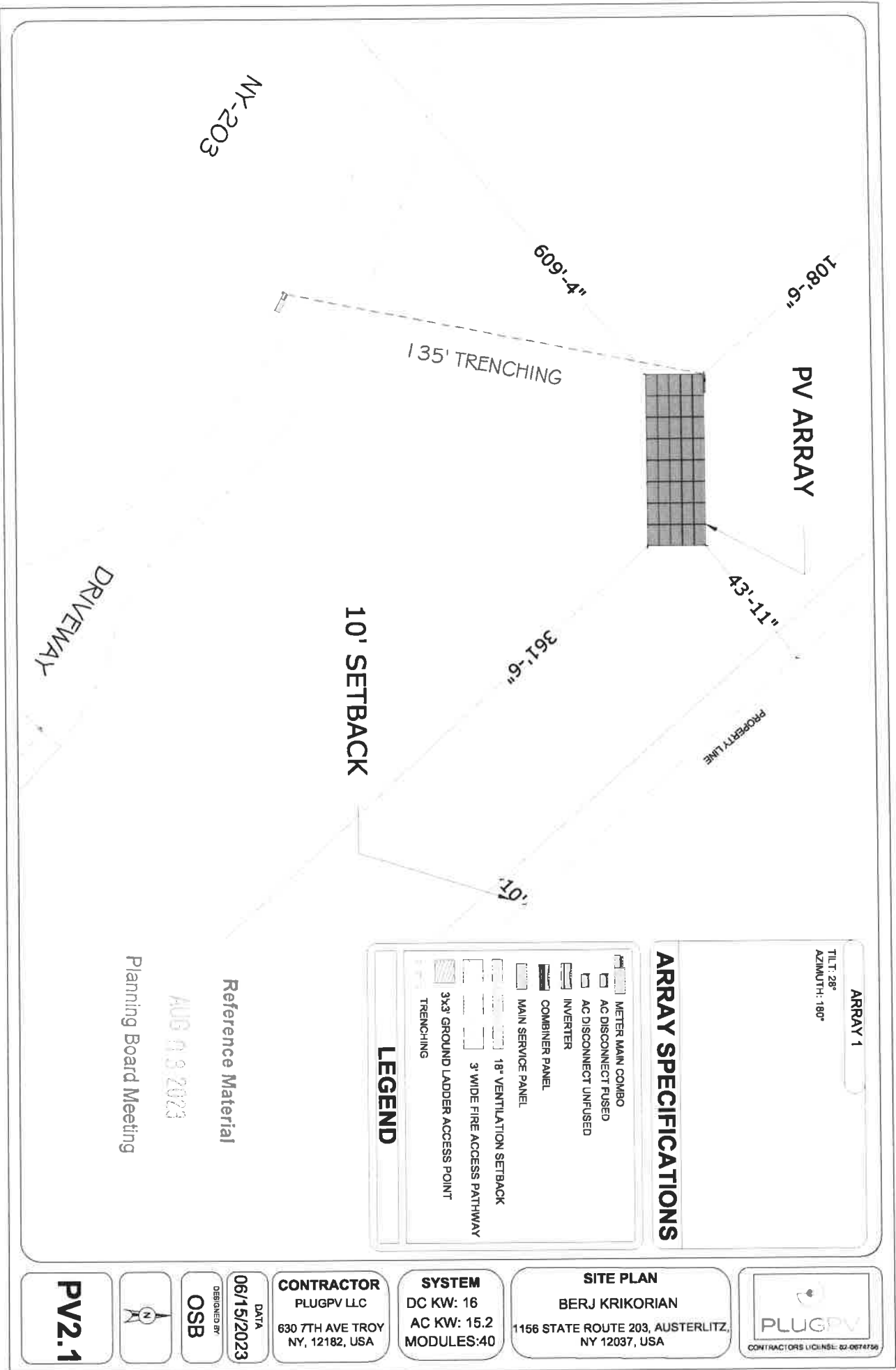


Reference Material

405 C 3 2023

Planning Board Meeting

PV2



TOWN OF AUSTERLITZ NEW YORK
BUILDING PERMIT APPLICATION

TAX MAP # 77.-1-86

Expiration Date: _____

Permit # _____

Permit fee _____

1. LOCATION:

House No. 1156 Road Name State Route 203

Subdivision Name & Lot No. (if any) _____

2. PROPERTY OWNER Berj Krikorian **PHONE** (518) 784-3022

CURRENT ADDRESS 1156 State Route 203

CITY & STATE Chatham, NY **ZIP** 12037

3. CONTRACT OR BUILDER Plug PV LLC **PHONE** (518) 391-8636

CURRENT ADDRESS 630 7th Ave

CITY & STATE Troy, NY **ZIP** 12182

4. ZONING DISTRICT ☒ **RR - RUAL RESIDENTIAL** ☐ **A- HM AUSTERLITZ HAMLET** ☐ **S - HM SPENCERTOWN HAMLET**

5. EXISTING USE & OCCUPANCY: residential

6. INTENDED USE & OCCUPANCY: residential

7. NATURE OF WORK: ☐ **NEW BUILDING** ☐ **ADDITION** ☒ **ALTERATION** ☐ **DECK** ☐ **SHED** ☐ **SWIMMING POOL**
☐ **DEMOLITION** ☐ **OTHER**

8. ADDITIONAL DESCRIPTION installation of 16kw DC code compliant ground mounted solar array

9. WILL THIS PROPOSAL: (Please answer yes or no to each question)

a. Involve new, or alterations to, electrical wiring? ☒

Reference Material

b. Involve new, or alterations to, or additional use of, a sewage disposal system?

AUG 03 2023

c. Require installation, or changes in location, of a driveway?

Planning Board Meeting

d. Involve a change in use or occupancy?

10. SIZE OF BUILDING **NUMBER OF STORIES** **DEPTH** **WIDTH** **HEIGHT**

11. LOT DIMENSIONS 7.60 acres **WIDTH** **DEPTH**

12. ESTIMATED COST \$ 20,800.00

over

PERMIT APPLICATION

Reference Material

NY State Unified Solar Permit

AUG 03 2023

Planning Board Meeting

Unified solar permitting is available statewide for eligible solar photovoltaic (PV) installations. Municipal authorities that adopt the unified permit streamline their process while providing consistent and thorough review of solar PV permitting applications and installations. Upon approval of this application and supporting documentation, the authority having jurisdiction (AHJ) will issue a building and/or electrical permit for the solar PV installation described herein.

PROJECT ELIGIBILITY FOR UNIFIED PERMITTING PROCESS

By submitting this application, the applicant attests that the proposed project meets the established eligibility criteria for the unified permitting process (subject to verification by the AHJ). The proposed solar PV system installation:

- | | | |
|---|-----------------------------|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Has a rated DC capacity of 25 kW or less. |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Is not subject to review by an Architectural or Historical Review Board. (If review has already been issued answer YES and attach a copy) |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Does not need a zoning variance or special use permit. (If variance or permit has already been issued answer YES and attach a copy) |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Is mounted on a permitted roof structure, on a legal accessory structure, or ground mounted on the applicant's property. If on a legal accessory structure, a diagram showing existing electrical connection to structure is attached. |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | 5. The Solar Installation Contractor complies with all licensing and other requirements of the jurisdiction and the State. |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If the structure is a sloped roof, solar panels are mounted parallel to the roof surface. |

For solar PV systems not meeting these eligibility criteria, the applicant is not eligible for the Unified Solar Permit and must submit conventional permit applications. Permit applications may be downloaded here:

<https://austerlitzny.com/document-center/building-code-enforcement-forms.html> or obtained in person at Austerlitz Town Hall, 816 State Route 203, Spencertown NY 12165 (Glenn Smith, Building Inspection/Code Enforcement) during business hours Mon and Fri 8:30-10:30 Wed 9:30-12:30. (Call to confirm)

SUBMITTAL INSTRUCTIONS

For projects meeting the eligibility criteria, this application and the following attachments will constitute the Unified Solar Permitting package.

- This application form, with all fields completed and bearing relevant signatures.
- Permitting fee of \$6.00 per \$1000 or a minimum of \$30, by cash or check payable to Town of Austerlitz.
- Required Construction Documents for the solar PV system type being installed, including required attachments.

Completed permit applications can be submitted electronically to gsmith@austerlitzny.com or in person at Austerlitz Town Hall, 816 State Route 203, Spencertown NY 12165 during business hours Mon and Fri 8:30-10:30AM Wed 9:30AM-12:30PM.

APPLICATION REVIEW TIMELINE

Permit determinations will be issued within 10 calendar days upon receipt of complete and accurate applications. The municipality will provide feedback within 10 calendar days of receiving incomplete or inaccurate applications.

FOR FURTHER INFORMATION

Questions about this permitting process may be directed to Glenn Smith, Building Inspection/Code Enforcement, PO Box 238, Spencertown, NY 12165. (518)392-5007 Extension 303.

PROPERTY OWNER

Berj	Krikorian	homeowner	
Property Owner's First Name	Last Name	Title	
1156 State Route 203			
Property Address			
Chatham		NY	12037
City		State	Zip
77	1	86	
Section	Block	Lot Number	

EXISTING USE

☒ Single Family ☐ 2-4 Family ☐ Commercial ☐ Other

PROVIDE THE TOTAL SYSTEM CAPACITY RATING (SUM OF ALL PANELS)

Solar PV System: 16 kW DC

SELECT SYSTEM CONFIGURATION

Make sure your selection matches the Construction Documents included with this application.

☒ Supply side connection with
☒ microinverters Supply side connection
☒ with DC optimizers Supply side
 ☐ Load side connection with DC optimizers
☐ Load side connection with microinverters
☐ Load side connection with string inverter

SOLAR INSTALLATION CONTRACTOR

Plug PV LLC


Contractor Business Name			
630 7th Ave Troy, NY 12182			
Contractor Business Address	City	State	Zip
Chelsea Breen		(518) 391-8636	
Contractor Contact Name	Reference Material	Phone Number	
		permits@plugpv.com	
Contractor License Number(s)	AUG 03 2023	Contractor Email	

Plug PV LLC

Planning Board Meeting

Electrician Business Name			
630 7th Ave Troy, NY 12182			
Electrician Business Address	City	State	Zip
Steve Weigel		(518) 391-8636	
Electrician Contact Name		Phone Number	
		permits@plugpv.com	
Electrician License Number(s)		Electrician Email	

Please sign below to affirm that all answers are correct and that you have met all the conditions and requirements to submit a unified solar permit.

	7/4/2023
Property Owner's Signature	Date
Chelsea Breen	6/30/2023
Solar Installation Company Representative Signature	Date

SUBMITTAL REQUIREMENTS SOLAR PV 25KW OR LESS (ATTACHMENTS)

NY State Unified Solar Permit

This information bulletin is published to guide applicants through the unified solar PV permitting process for solar photovoltaic (PV) projects 25 kW in size or smaller. This bulletin provides information about submittal requirements for plan review, required fees, and inspections.

PERMITS AND APPROVALS REQUIRED

The following permits are required to install a solar PV system with a nameplate DC power output of 25 kW or less:

a) Unified Solar Permit

b) Town of Austerlitz NY BUILDING PERMIT. All zoning Law requirements must be met including Solar Energy System requirements as outlined in Town of Austerlitz NY Zoning Law Section 195-25.1 (incorporating Local Law 1-2017) as well as Section 195-58 Definitions. Planning Board review IS required for Ground Mounted solar PV installations. Planning Board review is NOT required for roof mounted systems. Large scale solar systems (larger than 25 kw are not permitted in the Town of Austerlitz.

Fire Department approval IS NOT required for solar PV installations but may be requested by the Building Inspector.

SUBMITTAL REQUIREMENTS

In order to submit a complete permit application for a new solar PV system, the applicant must include:

- a) Completed Standard Permit Application form which includes confirmed eligibility for the Unified Solar Permitting process. This permit application form can be downloaded at <https://www.nyserda.ny.gov/all-programs/programs/ny-sun/communities-and-local-governments/solar-guidebook-for-local-governments>.
- b) Construction Documents, with listed attachments [SAMPLES ARE AVAILABLE IN Understanding Solar PV Permitting and Inspecting in New York State <https://www.nyserda.ny.gov/all-programs/programs/ny-sun/communities-and-local-governments/solar-guidebook-for-local-governments>]. Construction Documents must be stamped and signed by a New York State Registered Architect or New York State Licensed Professional Engineer.

Town of Austerlitz NY, through adopting the Unified Solar Permitting process, requires contractors to provide construction documents, such as the examples included in the Understanding Solar PV Permitting and Inspecting in New York State document. Should the applicant wish to submit Construction Documents in another format, ensure that the submittal includes the following information:

- Manufacturer/model number/quantity of solar PV modules and inverter(s).
- String configuration for solar PV array, clearly indicating the number of modules in series and strings in parallel (if applicable).
- Combiner boxes: Manufacturer, model number, NEMA rating.
- From array to the point of interconnection with existing (or new) electrical distribution equipment: identification of all raceways (conduit, boxes, fittings, etc.), conductors and cable assemblies, including size and type of raceways, conductors, and cable assemblies.
- Sizing and location of the EGC (equipment grounding conductor).
- Sizing and location of GEC (grounding electrode conductor, if applicable).
- Disconnecting means of both AC and DC including indication of voltage, ampere, and NEMA rating.
- Interconnection type/location (supply side or load side connection)
- For supply side connections only, indication that breaker or disconnect meets or exceeds available utility fault current rating kAIC (amps interrupting capacity in thousands).
- Ratings of service entrance conductors (size insulation type AL or CU), proposed service disconnect, and overcurrent protection device for new supply side connected solar PV system (reference NEC 230.82, 230.70).
- Rapid shutdown device location/method and relevant labeling.

Reference Material

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c) (For Roof Mounted Systems) A roof plan showing roof layout, solar PV panels and the following fire safety items: approximate location of roof access point, location of code-compliant access pathways, code exemptions, solar PV system fire classification, and the locations of all required labels and markings.

d) Provide construction drawings with the following information:

- The type of roof covering and the number of roof coverings installed.
- Type of roof framing, size of members, and spacing.
- Weight of panels, support locations, and method of attachment.
- Framing plan and details for any work necessary to strengthen the existing roof structure.
- Site-specific structural calculations.

e) Where an approved racking system is used, provide documentation showing manufacturer of the racking system, maximum allowable weight the system can support, attachment method to roof or ground, and product evaluation information or structural design for the rack.

PLAN REVIEW

Permit applications can be submitted to Glenn Smith, Building Inspection/Code Enforcement in person at 816 State Route 203, Spencertown NY or electronically through: gsmith@austerlitzny.com.

FEES

\$6 per 1000 or a minimum of \$30

INSPECTIONS

Once all permits to construct the solar PV installation have been issued and the system has been installed, it must be inspected before final approval is granted for the solar PV system. On-site inspections can be scheduled by contacting Glenn Smith, Building Inspection/Code Enforcement by telephone at (518)392-5007 Extion 303 or electronically at gsmith@austerlitzny.com

Inspection requests received within business hours are typically scheduled for the next business day. If next business day is not available, inspection should happen within a five-day window. MUNICIPALITY ACCEPTS THIRD PARTY INSPECTIONS. A LIST OF APPROVED INSPECTORS will be provided upon request.

In order to receive final approval, the following inspections are required:

[FINAL INSPECTION] The applicant must contact Glenn Smith, Building Inspection/Code Enforcement when ready for a final inspection. During this inspection, the inspector will review the complete installation to ensure compliance with codes and standards, as well as confirming that the installation matches the records included with the permit application. The applicant must have ready, at the time of inspection, the following materials and make them available to the inspector:

- Copies of as-built drawings and equipment specifications, if different than the materials provided with the application.
- Photographs of key hard to access equipment, including:
 - Example of array attachment point and flashing/sealing methods used.
 - Opened rooftop enclosures, combiners, and junction boxes.
 - Bonding point with premises grounding electrode system.
 - Supply side connection tap method/device.
 - Module and microinverter/DC optimizer nameplates.
 - Microinverter/DC optimizer attachment.

Reference Material

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Town of Austerlitz has adopted a standardized inspection checklist, which can be found in the Understanding Solar PV Permitting and Inspecting in New York State document, found here: <https://www.nyserda.ny.gov/all-programs/programs/ny-sun/communities-and-local-governments/solar-guidebook-for-local-governments>.

The inspection checklist provides an overview of common points of inspection that the applicant should be prepared to show compliance. If not available, common checks include the following:

- Number of solar PV modules and model number match plans and specification sheets number match plans and specification sheets.
- Array conductors and components are installed in a neat and workman-like manner.
- Solar PV array is properly grounded.
- Electrical boxes and connections are suitable for environment.
- Array is fastened and sealed according to attachment detail.
- Conductor's ratings and sizes match plans.
- Appropriate signs are properly constructed, installed and displayed, including the following:
 - Sign identifying PV power source system attributes at DC disconnect.
 - Sign identifying AC point of connection.
 - Rapid shutdown device meets applicable requirements of NEC 690.12.
- Equipment ratings are consistent with application and installed signs on the installation, including the following:
 - Inverter has a rating as high as max voltage on PV power source sign.
 - DC-side overcurrent circuit protection devices (OCPDs) are DC rated at least as high as max voltage on sign.
 - Inverter is rated for the site AC voltage supplied and shown on the AC point of connection sign.
 - OCPD connected to the AC output of the inverter is rated at least 125% of maximum current on sign and is no larger than the maximum OCPD on the inverter listing label.
 - Sum of the main OCPD and the inverter OCPD is rated for not more than 120% of the buss bar rating.

UNIFIED SOLAR PERMITTING RESOURCES

The jurisdiction has adopted the following documents from the New York Unified Solar Permit process:

- Standard Application <https://austerlitzny.com/document-center/building-code-enforcement-forms.html>
- Understanding Solar PV Permitting and Inspecting in New York State document, which includes sample construction documents, inspection checklist, design review checklist, and labelling guide <https://www.nyserda.ny.gov/all-programs/programs/ny-sun/communities-and-local-governments/solar-guidebook-for-local-governments>.

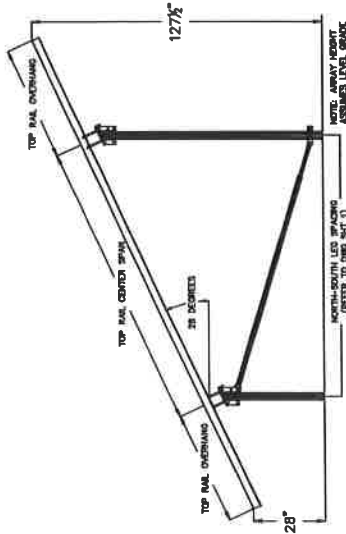
DEPARTMENTAL CONTACT INFORMATION

For additional information regarding this permit process, please consult our departmental website at [Austerlitzny.com](https://austerlitzny.com) or contact Building Inspection/Code Enforcement at (518)392-5007 Extension 303

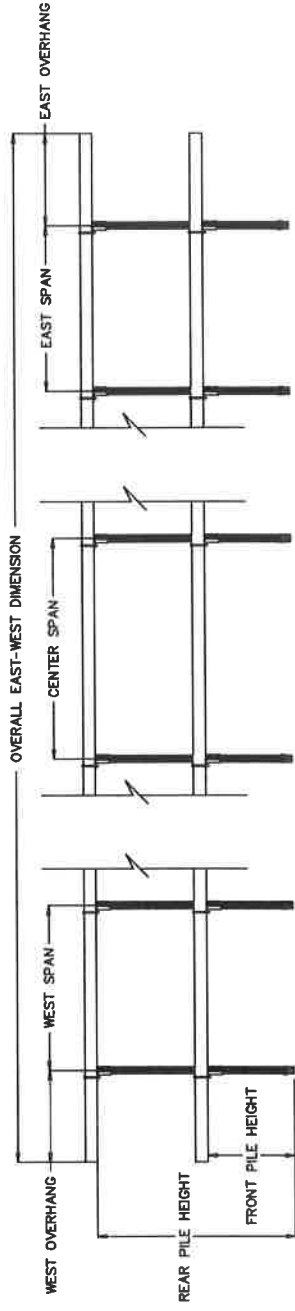
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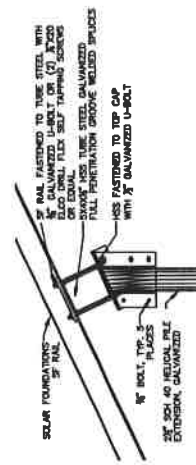


SIDE ELEVATION
N.T.S.

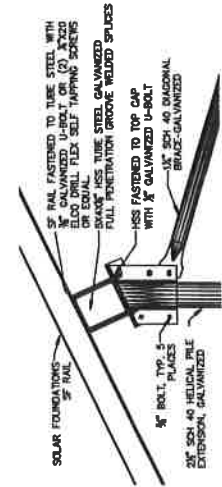


REFER TO DWG SHEET 1 FOR EAST-WEST PILE SPANS AND FRONT AND REAR PILE HEIGHTS

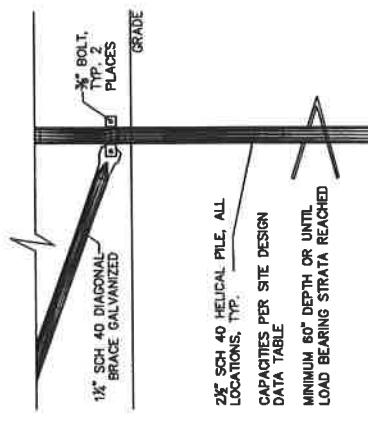
PILE SPACING ELEVATION
N.T.S.



UPPER CAP DETAIL
N.T.S.



LOWER CAP DETAIL
N.T.S.



HELICAL PILE DETAIL
N.T.S.

Reference Material

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Planning Board Meeting

James C
Douglas



SHEET 2 OF 3

PLUGPV LLC

Solar Foundations USA

1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665

-PROJECT-
KRIKORIAN RESIDENCE
1156 STATE ROUTE 203
AUSTERLITZ, NY 12037

DATE	REVISION	DESIGNED BY	REVIEW BY
07/08/2023	ORIGINAL	JB	JD

SPECIFICATION REQUIREMENTS:

THE FOLLOWING MATERIAL SPECIFICATION REQUIREMENTS PERTAIN TO THE FABRICATION OF THE SOLAR FOUNDATIONS USA GROUND MOUNT SOLAR SUPPORT STRUCTURE AS INDICATED ON THESE DRAWINGS.

1. SOLAR FOUNDATION ALUMINUM RAILS SHALL CONFORM TO ASTM B221.
2. STRUCTURAL STEEL TUBING SHALL BE ASTM A500 HIGH YIELD (60 KSI).
3. STEEL PIPE FOR PILES SHALL CONFORM TO ASTM A500 GRADE C.
4. STEEL PILE EXTENSIONS SHALL BE ASTM A53 GRADE B.
5. STEEL PIPE FOR DIAGONAL BRACING SHALL BE ASTM A53 GRADE A.
6. FABRICATED STEEL PLATE FOR COLUMN CAP ASSEMBLIES, BRACING CLAMPS, ETC. SHALL BE ASTM A36 OR A101.
7. STEEL BOLTS FOR CAP FASTENERS SHALL CONFORM TO SAE J429 GRADE 5. ALL OTHER BOLTS SHALL CONFORM TO SAE J429 GRADE 5 OR BETTER.
8. STEEL U-BOLTS SHALL CONFORM TO ASTM 1018.
9. USS FLAT STEEL WASHERS SHALL CONFORM TO ASTM F844.
10. ALL STEEL CONNECTIONS SHALL CONFORM TO ASTM A563 GRADE 1.
11. ALL FIELD WELDING SHALL CONFORM TO AWS D11.1/D11.1M STRUCTURAL WELDING CODE REQUIREMENTS.
12. ALL STEEL SHALL BE HOT-DIP GALVANIZED PER ASTM A123 OR A153 AFTER ALL FABRICATION HAS BEEN COMPLETED.

INSTALLATION REQUIREMENTS:

1. THE MINIMUM AVERAGE INSTALLATION TORQUE REQUIRED TO OBTAIN THE REQUIRED INDICATED CAPACITIES AND THE MINIMUM INSTALLATION DEPTH SHOWN ON THE PLANS SHALL BE SATISFIED PRIOR TO TERMINATION OF THE INSTALLATION. THE INSTALLATION TORQUE SHALL BE AN AVERAGE OF THE INSTALLATION TORQUES INDICATED DURING THE LAST 1 FOOT OF INSTALLATION.
2. THE TORSIONAL STRENGTH RATING OF THE TORQUE ANCHOR SHALL NOT BE EXCEEDED DURING THE INSTALLATION. IF THE TORSIONAL STRENGTH LIMIT OF THE ANCHOR HAS BEEN REACHED, BUT THE ANCHOR HAS NOT REACHED THE TARGET DEPTH, PERFORM THE FOLLOWING:
 - 2.1. IF THE TORSIONAL STRENGTH LIMIT IS ACHIEVED PRIOR TO REACHING THE TARGET DEPTH, THE INSTALLATION MAY BE ACCEPTABLE IF REVIEWED AND APPROVED BY THE ENGINEER.
 - 2.2. THE INSTALLER MAY REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH SMALLER DIAMETER HELICAL PLATE.
 - 2.3. IF USING A CONTINUOUS FLIGHT PILE, PRE-DRILL THE PILE LOCATION WITH A 3-1/2" ROCK AUGER OR 3-5/8" ROCK DRILL AS NEEDED.
3. IF THE TARGET DEPTH IS ACHIEVED, BUT THE TORSIONAL REQUIREMENT HAS NOT BEEN MET THE INSTALLER MAY DO ONE OF THE FOLLOWING:
 - 3.1. INSTALL THE TORQUE ANCHOR DEEPER TO OBTAIN THE REQUIRED CAPACITY.
 - 3.2. REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH A LARGER DIAMETER HELICAL PLATE OR ONE WITH MULTIPLE HELICAL PLATES.
 - 3.3. REDUCE THE LOAD CAPACITY ON THE INDIVIDUAL TORQUE ANCHOR BY PROVIDING ADDITIONAL TORQUE ANCHORS AT A REDUCED SPACING.

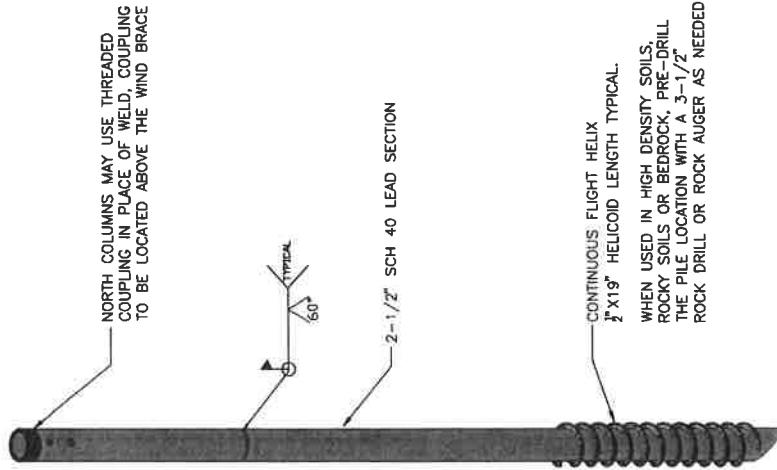
Reference Material

AUG 03 2023

Planning Board Meeting

James C
Douglas

Seal of the State of New York
Professional Engineer
No. 10111
Exp. 12/31/2024



HELICAL PILE DETAIL

N.T.S.

SHEET 3 OF 3

PLUGPV LLC

DATE	REVISION	DRAWN BY:	REVIEW BY:
07/08/2023	ORIGINAL	JB	JD

-PROJECT-
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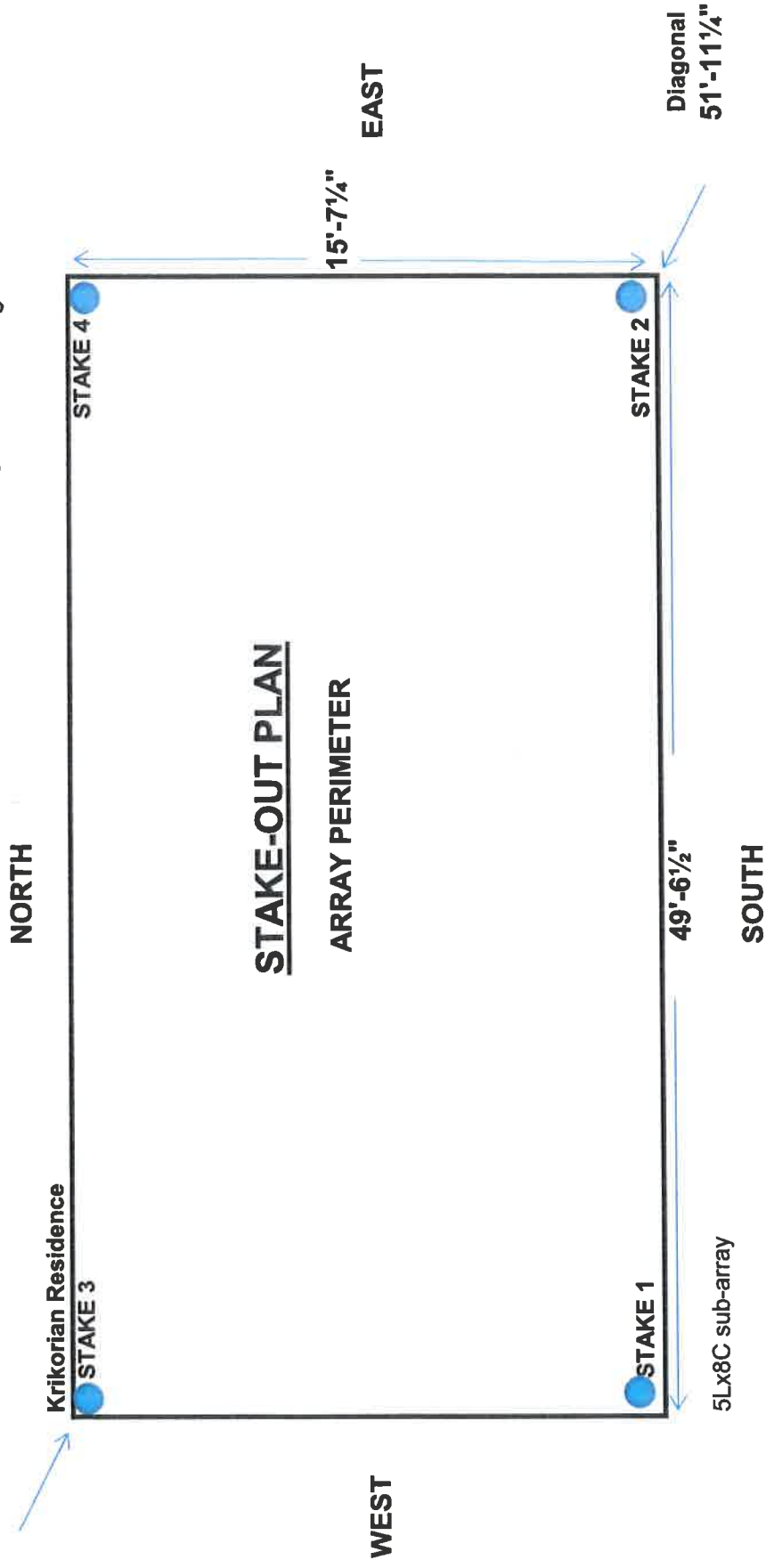
Solar Foundations USA

1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665


Reference Material

AUG 03 2023

Planning Board Meeting



STANDARD INSTALLATION AGREEMENT

<u>Sub-Contractor</u> Solar Foundations USA, Inc. 1142 River Road New Castle, DE 19720 855-738-7200		<u>Contractor</u> PlugPV LLC 630 7th Ave Troy, NY 12182		<u>Job Location</u> Krikorian Residence 1156 State Route 203 Austerlitz, NY 12037	
SFUSA Plans Dated: 7/7/2023, Rev 0			Approximate Start: TBD		Approximate End: TBD
We hereby submit specifications and estimates for the solar array ground mount structure (the "Solar Foundations Work"):					
1. The estimate is based on the following design assumptions: 1.1 105 mph basic wind speed 1.2 40 psf ground snow load 1.3 Exposure category C 1.4 28" Average leading edge height 1.5 28 degree array tilt angle 1.6 Hanwha Q,PEAK DUO BLK ML-G10+ Solar Panels (41.14" x 73.98" x 32 mm) 1.7 Ground slope, Array slope and array location detail. 1.71 Ground contour is flat in the north-south direction and a maximum of 5 degrees slope in the east-west direction 1.72 The array will follow the east-west site slope if the site slope in the east-west direction exceeds 10" 1.73 The site is fully accessible (clear access path) and that the work area is clear of brush, debris and all stumps have been removed 2. The sub-structure cost includes the material and installation of the following: (1 - 5Lx8C sub-array) 2.1 2½" Sch 40 Ground Screw 2.2 North-south diagonal wind brace 2.3 Horizontal tube steel beam 2.4 Horizontal beam mounting hardware 2.5 Stamped structural drawings 2.6 (1) Equipment support column(s) installed per field direction 3. The module mounting system consists of the following materials only, no installation except as noted: 3.1 SF Rails and mounting hardware, including installation 3.2 Solar panel top mount hardware with Integrated Bonding Mid Clamps 3.3 Grounding Lug Kit 3.4 Inverter Mounting Hardware (44 pcs 1/4-20 T-Bolt, Washer & Nut)					
Additional Charges		1. \$175/hr delay charge if the array is not staked out or crew is unable to start work upon arrival to the job site for any reason 2. \$2,025.00 charge if install is canceled <2 business days prior to the scheduled date for any reason not caused by SFUSA 3. \$45.00 per location pre-drill charge for pile locations requiring rock augering 4. \$145.00 per location pre-drill charge for pile locations requiring rock drilling			
The Contractor shall be responsible for the following: 1) Obtain and/or submit any and all necessary permits, approvals, applications, requests and/or other applicable governmental consents as may be necessary 2) Prepare as necessary, any and all plans, specifications and/or similar design specifications. Solar Foundations USA, Inc. shall provide engineer stamped structural drawings if specifically listed in the work scope. No engineering reviews have been performed for non Solar Foundation drawings. 3) Properly and clearly mark the outside corners of the array. 4) Ensure that there are no underground improvements (gas, water, power, phone, cable etc.) within the array location. 5) Both SFUSA and the Contractor shall make all required Miss Utility/Dig-Safe notifications (or equivalent notifications required prior to excavation). Contractor shall make notifications regardless of whether their employees will be penetrating the ground. 6) Contractor shall properly locate and mark any and all underground utilities, pipes, conduits and lines in the work area. Solar Foundations USA shall, under no circumstances, be responsible for any damage caused to any Underground Improvements which are not accurately and clearly identified by Contractor.					
Either party may terminate this Agreement for any reason in the event: (i) the Solar Foundations Work is stopped, delayed and/or limited in any manner beyond the control of Solar Foundations for a period of fifteen (15) days or more; (ii) the Solar Foundations Work is stopped, delayed or limited in any manner resulting from the act or neglect of Contractor for a period of seven (7) days; (iii) Contractor fails to pay Solar Foundations any payment due under this Agreement within seven (7) days after it is due; (iv) Solar Foundations is unable for any reason to install the Posts at the locations established by Contractor hereunder, in which event: (a) Solar Foundations reserves the right to remove any Posts installed and terminate this Agreement; and (b) Solar Foundations shall not be obligated to restore and/or repair the Project following such removal; or (v) any other reason or cause reasonably determined by Solar Foundations which would frustrate the intended agreement of the parties hereunder upon fifteen (15) days' prior written notice to Contractor. Solar Foundations shall make a good-faith, due diligent effort to keep the Project free from the accumulation of waste materials and/or rubbish generated by Solar Foundations. Contractor acknowledges that minor damage may be caused by the undertaking and completion of the Solar Foundations Work, and in no event shall Solar Foundations be responsible for minor damage to any lawns, shrubbery, trees and/or improvements located adjacent to the Project. Solar Foundations shall not be responsible for securing gates and/or fencing and in no event shall Solar Foundations be responsible for pets or other animals on the project site. All work excludes prevailing wage rates unless specifically included in the work scope. Should it be determined at a later date that the project was subject to prevailing wage rates, the Contractor will be responsible for any additional cost associated with payment of prevailing wages including back pay and any penalties. All payments made shall be applied to the oldest outstanding invoice regardless of project/job. All reasonable attorney fees resulting from the Contractors failure to meet the contract terms shall be paid for by the Contractor.					
We propose to furnish the Solar Foundations Work in accordance with this agreement, for the sum of:			\$10,875.00		Payment due in full within 30 days of completion Late payments accrue interest at 1½ % per month
Solar Foundations Rep. Signature: 		Proposal Agreed and Accepted:		Date	
Date: 7/7/2023					

BY THE CONTRACTOR'S SIGNATURE ABOVE, THE CONTRACTOR EXPRESSLY AGREES THAT THE TERMS AND CONDITIONS ON REVERSE SIDE ARE INCORPORATED HEREIN AND MADE A PART HEREOF

TERMS AND CONDITIONS

These Terms and Conditions are printed on the reverse side of the Standard Installation Agreement (the "Agreement") and are intended to supplement the terms, conditions and provisions pursuant to which Solar Foundations will provide the Solar Foundations Work to the Contractor. Solar Foundations and Contractor hereby agree as follows:

1. **Scope of Work.** This Agreement, incorporating the Contractor's specific services, fees and other terms and conditions, constitutes the entire agreement between the parties. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. Solar Foundations is not liable or bound by any warranties, guarantees, statements or representations made by any broker, agent, employee or other person representing or purporting to represent Solar Foundations unless herein expressly set forth. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation made by the other not embodied in this Agreement. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. Contractor hereby grants to Solar Foundations full and complete access to the Project in order for Solar Foundations to provide the services provided herein. SFUSA crew work hours on site shall be permitted from 6:30 am to 8 pm Monday thru Sunday unless otherwise stated in this contract. The Contract price is good for 75 days from the SFUSA signed date of the contract. Any delays in commencement of work beyond 75 days from the SFUSA signed date of contract may result in a change in contract price due to material cost changes and is done at the sole discretion of Solar Foundations.

2. **Limited Liability.** Contractor expressly acknowledges that the Solar Foundations Work involves the provision of services in the nature of the installation of certain products which are manufactured by third-party manufacturers and sold to Solar Foundations. Contractor further acknowledges that Solar Foundations is not involved in the manufacturing of helical piles and is relying on the manufacturer thereof with respect to the quality of the helical piles and the suitability of the helical piles for the intended installation by Solar Foundations. To the fullest extent permitted by law, Contractor shall look solely to the manufacturer of any such consumer products with respect to any warranties or claims in connection therewith and hereby releases Solar Foundations from any liabilities, obligations, claims and/or damages with respect to the consumer products which may be installed within the project. Other than as expressly set forth herein, Solar Foundations gives no warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose or any other matters which extend beyond the terms and conditions thereof.

3. **Limited Warranty.**

A. Provided that Contractor is not in default of this Agreement and has fully made all payments due to Solar Foundations hereunder, Solar Foundations agrees to extend to Contractor upon the receipt of such final payment, the limited warranties described in this paragraph. For a period of time commencing on the date of substantial completion of Solar Foundations Work and expiring without further action and/or notice by Solar Foundations on the twenty-fifth anniversary of the date of such substantial completion (the "Limited Warranty Period"), Solar Foundations shall, at Solar Foundation's sole cost and expense, undertake all necessary corrections, repairs or replacements of Solar Foundation's Work as shall be necessary by reason of faulty or incomplete installation of the Solar Foundations Work; PROVIDED, HOWEVER, in no event shall Solar Foundations have any obligation to make any corrections, repairs and/or replacements caused by: (i) the acts and/or omissions of Contractor, its agents, subcontractors, guests and/or invitees, including any failure of the Contractor to perform his/her obligations under this Agreement including but not limited to periodic maintenance to prevent surface corrosion; (ii) any defects with respect to the manufacturing and/or construction of the consumer products; or (iii) any repairs, corrections and/or replacements which are not the result of any faulty or incomplete installation by Solar Foundations and/or Solar Foundation's contractors. In the event Contractor shall determine that any corrections, repairs and/or replacements (to the extent required to be made by Solar Foundations hereunder) shall be required during the Limited Warranty Period (collectively a "Defect"), Contractor shall immediately send written notice thereof to Solar Foundations, which shall provide a detailed written description of the nature of the Defect, and Solar Foundations shall promptly correct such Defect to the reasonable satisfaction of Contractor, at Solar Foundation's sole cost and expense. Upon the correction, repair and/or replacement of the Defect, Solar Foundation's obligation hereunder shall be satisfied, it being understood and agreed that in no event shall Solar Foundations be responsible for any additional damages, costs or expenses of any nature or any kind incurred with respect to the Defect, except for the correction, repair and/or replacement thereof. It is understood and agreed that Solar Foundation's obligation hereunder shall continue during the Limited Warranty Period; PROVIDED, HOWEVER, the limited warranty (and any other obligations of Solar Foundations with respect to the installation of Solar Foundations Products) shall expire automatically without further action of the parties on the twenty-fifth anniversary of the substantial completion of the Solar Foundations Work, unless a specific claim in writing with respect to a Defect shall have been made, or an action at law or in equity shall have been commenced or filed prior to such twenty-fifth anniversary. Upon the discovery of any Defect, Contractor shall have an obligation to undertake any and all actions as may be necessary and/or appropriate to mitigate any damages hereunder.

B. NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY AND/OR THIS AGREEMENT TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THE AGREEMENTS, WARRANTIES, REPRESENTATIONS AND COVENANTS OF SOLAR FOUNDATIONS HEREUNDER REPRESENT "A LIMITED WARRANTY", AND THEREFORE, SOLAR FOUNDATIONS'S OBLIGATIONS TO CORRECT AND/OR REPAIR ANY DEFECT ARE LIMITED TO THE TERMS AND CONDITIONS HEREOF. Contractor accepts the Limited Warranty as the sole warranty given by Solar Foundations to Contractor. The agents, employees and independent contractors of Solar Foundations are not authorized to modify this Limited Warranty or give additional warranties binding on Solar Foundations. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SOLAR FOUNDATIONS, IN ANY CASE, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS AND/OR DIMINUTION OF VALUE, CREATED BY, ARISING OUT OF, OR RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, EVEN IF SOLAR FOUNDATIONS OR SOLAR FOUNDATIONS'S AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **Additional Agreements.** The Solar Foundations Work and/or terms or conditions specified on the reverse of this Agreement may only be changed, amended or altered by means of a change order duly executed by both Solar Foundations and Contractor, said change order to be provided by Solar Foundations and containing the items to be altered or changed, the manner of alteration and change and the cost increase or decrease resulting therefrom. The change order, once executed in the above manner, will become a part of this Agreement and all other terms of this Agreement will prevail excepting those items changed or altered. No act or acts on the part of Solar Foundations or Contractor shall constitute a waiver of the aforesaid provisions. Furthermore, nothing herein shall be deemed to require Solar Foundations to accept any change order unless Solar Foundations is satisfied with the terms, conditions and provisions thereof, in its sole and absolute discretion.

5. **Miscellaneous.** In the event any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be ineffective to the extent such provision is invalid or unenforceable. Any such invalid or unenforceable provision shall not in any way affect the validity or enforceability of any other provision of this Agreement. The parties acknowledge that they have had the opportunity to be represented by counsel in the negotiation and execution of this Agreement, and therefore, it is expressly agreed that in the case of any vagueness, ambiguity and/or question or intent or interpretation with regard to any provision of this Agreement, there shall be no presumption of construction against the drafter of such provision, but instead this Agreement shall be interpreted in accordance with a fair construction of the law. Furthermore, Contractor will be responsible for the payment of any and all applicable sales and use taxes (or other similar taxes, charges or impositions) imposed on charges for goods and services provided by Solar Foundations to Contractor under this Agreement. THE CONTRACTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY CONTRACTOR AGAINST SOLAR FOUNDATIONS ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE SOLAR FOUNDATIONS WORK AND/OR ANY CLAIM OF INJURY OR DAMAGE.

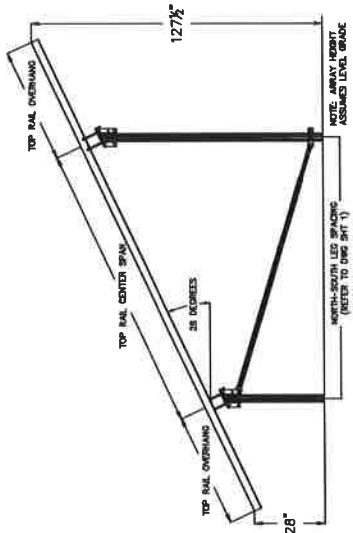
Reference Material

Reference Material

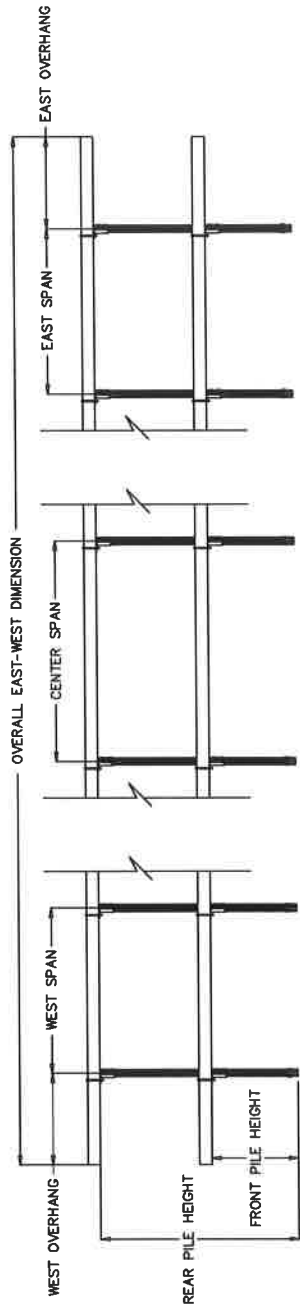
AUG 03 2023

Planning Board Meeting

Board Meeting

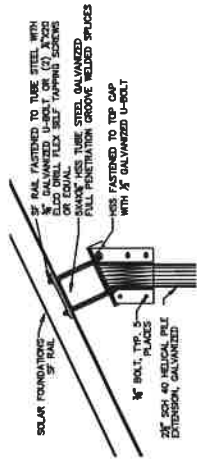


SIDE ELEVATION
N.T.S.

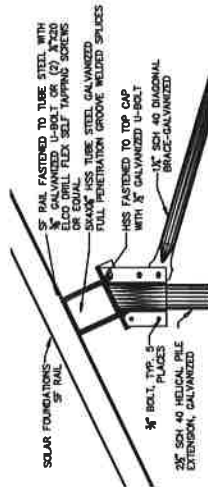


REFER TO DWG SHEET 1 FOR EAST-WEST PILE SPANS AND FRONT AND REAR PILE HEIGHTS

PILE SPACING ELEVATION
N.T.S.



UPPER CAP DETAIL
N.T.S.



LOWER CAP DETAIL
N.T.S.

Reference Material

AUG 03 2023

Planning Board Meeting

James C
Douglas



SHEET 2 OF 3

DATE	REVISION	DRAWN BY:	REVIEW BY:
07/08/2023	ORIGINAL	JB	JD

PLUGPV LLC

-PROJECT-
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4. STEEL PILE EXTENSIONS SHALL BE ASTM A53 GRADE B.
5. STEEL PIPE FOR DIAGONAL BRACING SHALL BE ASTM A53 GRADE A.
6. FABRICATED STEEL PLATE FOR COLUMN CAP ASSEMBLIES, BRACING CLAMPS, ETC. SHALL BE ASTM A36 OR A101.
7. STEEL BOLTS FOR CAP FASTENERS SHALL CONFORM TO SAE J429 GRADE 5. ALL OTHER BOLTS SHALL CONFORM TO SAE J429 GRADE 5 OR BETTER.
8. STEEL U-BOLTS SHALL CONFORM TO ASTM 1018.
9. USS FLAT STEEL WASHERS SHALL CONFORM TO ASTM F844 AND NUTS FOR STEEL CONNECTIONS SHALL CONFORM TO ASTM A563 GRADE A.
10. ALL FIELD WELDING SHALL CONFORM TO AWS D1.1/D1.1M - STRUCTURAL WELDING CODE REQUIREMENTS.
11. ALL STEEL SHALL BE HOT-DIP GALVANIZED PER ASTM A123 OR A153 AFTER ALL FABRICATION HAS BEEN COMPLETED.

INSTALLATION REQUIREMENTS:

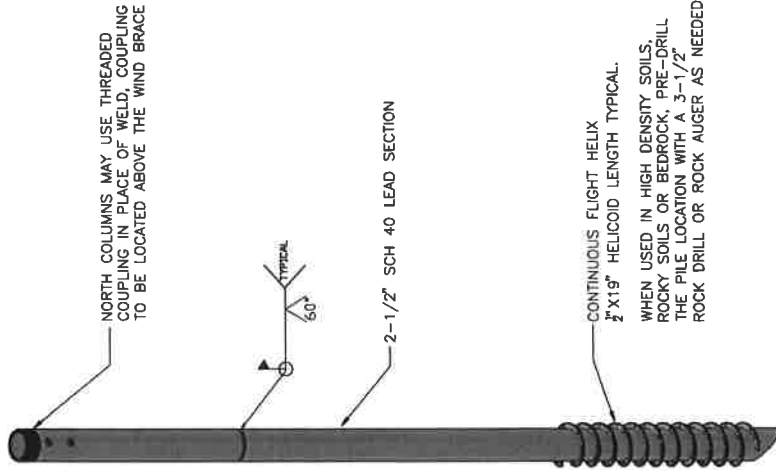
1. THE MINIMUM AVERAGE INSTALLATION TORQUE REQUIRED TO OBTAIN THE REQUIRED INDICATED CAPACITIES AND THE MINIMUM INSTALLATION DEPTH SHOWN ON THE PLANS SHALL BE SATISFIED PRIOR TO TERMINATION OF THE INSTALLATION. THE INSTALLATION TORQUE SHALL BE AN AVERAGE OF THE INSTALLATION TORQUES INDICATED DURING THE LAST 1 FOOT OF INSTALLATION.
2. THE TORSIONAL STRENGTH RATING OF THE TORQUE ANCHOR SHALL NOT BE EXCEEDED DURING THE INSTALLATION. IF THE TORSIONAL STRENGTH LIMIT OF THE ANCHOR HAS BEEN REACHED, BUT THE ANCHOR HAS NOT REACHED THE TARGET DEPTH, PERFORM THE FOLLOWING:
 - 2.1. IF THE TORSIONAL STRENGTH LIMIT IS ACHIEVED PRIOR TO REACHING THE TARGET DEPTH, THE INSTALLATION MAY BE ACCEPTABLE IF REVIEWED AND APPROVED BY THE ENGINEER.
 - 2.2. THE INSTALLER MAY REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH SMALLER DIAMETER HELICAL PLATE.
 - 2.3. IF USING A CONTINUOUS FLIGHT PILE, PRE-DRILL THE PILE LOCATION WITH A 3-1/2" ROCK AUGER OR 3-5/8" ROCK DRILL AS NEEDED.
3. IF THE TARGET DEPTH IS ACHIEVED, BUT THE TORSIONAL REQUIREMENT HAS NOT BEEN MET THE INSTALLER MAY DO ONE OF THE FOLLOWING:
 - 3.1. INSTALL THE TORQUE ANCHOR DEEPER TO OBTAIN THE REQUIRED CAPACITY.
 - 3.2. REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH A LARGER DIAMETER HELICAL PLATE OR ONE WITH MULTIPLE HELICAL PLATES.
 - 3.3. REDUCE THE LOAD CAPACITY ON THE INDIVIDUAL TORQUE ANCHOR BY PROVIDING ADDITIONAL TORQUE ANCHORS AT A REDUCED SPACING.

Reference Material

AUG 03 2023

Planning Board Meeting

James C
Douglas



HELICAL PILE DETAIL

N.T.S.

SHEET 3 OF 3

DATE	REVISION	DRAWN BY:	REVIEW BY:
07/08/2023	ORIGINAL	JB	JD

PLUGPV LLC

-PROJECT-
KRIKORIAN RESIDENCE
1156 STATE ROUTE 203
AUSTERLITZ, NY 12037

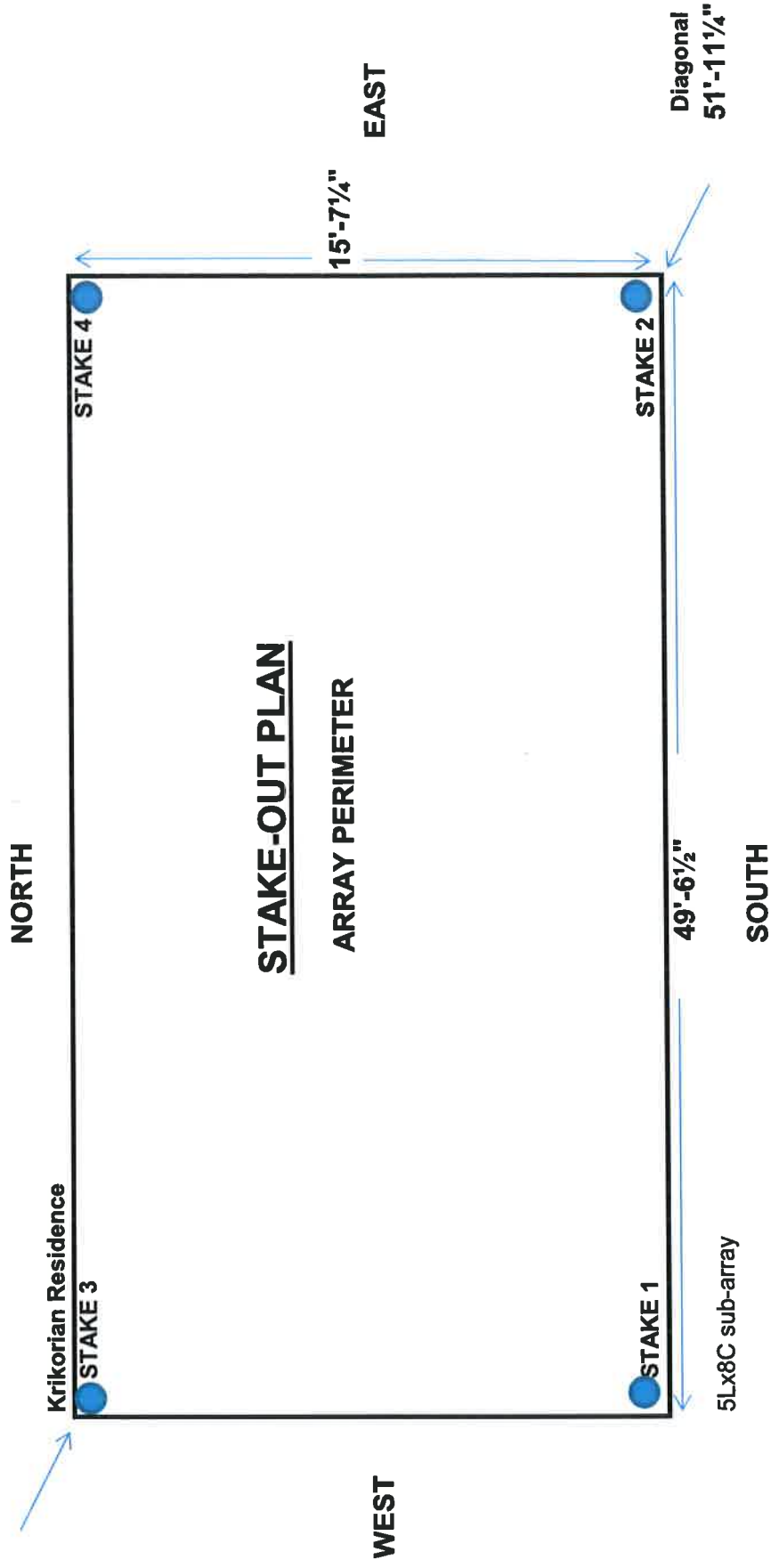
Solar Foundations USA

1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665

Reference Material

AUG 09 2023

Planning Board Meeting



STANDARD INSTALLATION AGREEMENT

Sub-Contractor Solar Foundations USA, Inc. 1142 River Road New Castle, DE 19720 855-738-7200	Contractor PlugPV LLC 630 7th Ave Troy, NY 12182	Job Location Krikorian Residence 1156 State Route 203 Austerlitz, NY 12037
SFUSA Plans Dated: 7/7/2023, Rev 0		Approximate Start: TBD
Approximate End: TBD		
We hereby submit specifications and estimates for the solar array ground mount structure (the "Solar Foundations Work"):		
<ol style="list-style-type: none"> 1. The estimate is based on the following design assumptions: <ol style="list-style-type: none"> 1.1 105 mph basic wind speed 1.2 40 psf ground snow load 1.3 Exposure category C 1.4 28" Average leading edge height 1.5 28 degree array tilt angle 1.6 Hanwha Q.PEAK DUO BLK ML-G10+ Solar Panels (41.14" x 73.98" x 32 mm) 1.7 Ground slope, Array slope and array location detail. <ol style="list-style-type: none"> 1.71 Ground contour is flat in the north-south direction and a maximum of 5 degrees slope in the east-west direction 1.72 The array will follow the east-west site slope if the site slope in the east-west direction exceeds 10" 1.73 The site is fully accessible (clear access path) and that the work area is clear of brush, debris and all stumps have been removed 2. The sub-structure cost includes the material and installation of the following: (1 - 5Lx8C sub-array) <ol style="list-style-type: none"> 2.1 2½" Sch 40 Ground Screw 2.2 North-south diagonal wind brace 2.3 Horizontal tube steel beam 2.4 Horizontal beam mounting hardware 2.5 Stamped structural drawings 2.6 (1) Equipment support column(s) installed per field direction 3. The module mounting system consists of the following materials only, no installation except as noted: <ol style="list-style-type: none"> 3.1 SF Rails and mounting hardware, including installation 3.2 Solar panel top mount hardware with Integrated Bonding Mid Clamps 3.3 Grounding Lug Kit 3.4 Inverter Mounting Hardware (44 pcs 1/4-20 T-Bolt, Washer & Nut) 		
Additional Charges	<ol style="list-style-type: none"> 1. \$175/hr delay charge if the array is not staked out or crew is unable to start work upon arrival to the job site for any reason 2. \$2,025.00 charge if install is canceled <2 business days prior to the scheduled date for any reason not caused by SFUSA 3. \$45.00 per location pre-drill charge for pile locations requiring rock augering 4. \$145.00 per location pre-drill charge for pile locations requiring rock drilling 	
The Contractor shall be responsible for the following: <ol style="list-style-type: none"> 1) Obtain and/or submit any and all necessary permits, approvals, applications, requests and/or other applicable governmental consents as may be necessary 2) Prepare as necessary, any and all plans, specifications and/or similar design specifications. Solar Foundations USA, Inc. shall provide engineer stamped structural drawings if specifically listed in the work scope. No engineering reviews have been performed for non Solar Foundation drawings. 3) Properly and clearly mark the outside corners of the array. 4) Ensure that there are no underground improvements (gas, water, power, phone, cable etc.) within the array location. 5) Both SFUSA and the Contractor shall make all required Miss Utility/Dig-Safe notifications (or equivalent notifications required prior to excavation). Contractor shall make notifications regardless of whether their employees will be penetrating the ground. 6) Contractor shall properly locate and mark any and all underground utilities, pipes, conduits and lines in the work area. Solar Foundations USA shall, under no circumstances, be responsible for any damage caused to any Underground Improvements which are not accurately and clearly identified by Contractor. 		
<p>Either party may terminate this Agreement for any reason in the event: (i) the Solar Foundations Work is stopped, delayed and/or limited in any manner beyond the control of Solar Foundations for a period of fifteen (15) days or more; (ii) the Solar Foundations Work is stopped, delayed or limited in any manner resulting from the act or neglect of Contractor for a period of seven (7) days; (iii) Contractor fails to pay Solar Foundations any payment due under this Agreement within seven (7) days after it is due; (iv) Solar Foundations is unable for any reason to install the Posts at the locations established by Contractor hereunder, in which event: (a) Solar Foundations reserves the right to remove any Posts installed and terminate this Agreement; and (b) Solar Foundations shall not be obligated to restore and/or repair the Project following such removal; or (v) any other reason or cause reasonably determined by Solar Foundations which would frustrate the intended agreement of the parties hereunder upon fifteen (15) days' prior written notice to Contractor. Solar Foundations shall make a good-faith, due diligent effort to keep the Project free from the accumulation of waste materials and/or rubbish generated by Solar Foundations. Contractor acknowledges that minor damage may be caused by the undertaking and completion of the Solar Foundations Work, and in no event shall Solar Foundations be responsible for minor damage to any lawns, shrubbery, trees and/or improvements located adjacent to the Project. Solar Foundations shall not be responsible for securing gates and/or fencing and in no event shall Solar Foundations be responsible for pets or other animals on the project site. All work excludes prevailing wage rates unless specifically included in the work scope. Should it be determined at a later date that the project was subject to prevailing wage rates, the Contractor will be responsible for any additional cost associated with payment of prevailing wages including back pay and any penalties. All payments made shall be applied to the oldest outstanding invoice regardless of project/job. All reasonable attorney fees resulting from the Contractors failure to meet the contract terms shall be paid for by the Contractor.</p>		
We propose to furnish the Solar Foundations Work in accordance with this agreement, for the sum of:		\$10,875.00
		Payment due in full within 30 days of completion Late payments accrue interest at 1½ % per month
Solar Foundations Rep. Signature:		Proposal Agreed and Accepted:
Date: 7/7/2023		Date

Reference Material

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Planning Board Meeting

BY THE CONTRACTOR'S SIGNATURE ABOVE, THE CONTRACTOR EXPRESSLY AGREES THAT THE TERMS AND CONDITIONS ON REVERSE SIDE ARE INCORPORATED HEREIN AND MADE A PART HEREOF

TERMS AND CONDITIONS

These Terms and Conditions are printed on the reverse side of the Standard Installation Agreement (the "Agreement") and are intended to supplement the terms, conditions and provisions pursuant to which Solar Foundations will provide the Solar Foundations Work to the Contractor. Solar Foundations and Contractor hereby agree as follows:

1. **Scope of Work.** This Agreement, incorporating the Contractor's specific services, fees and other terms and conditions, constitutes the entire agreement between the parties. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. Solar Foundations is not liable or bound by any warranties, guarantees, statements or representations made by any broker, agent, employee or other person representing or purporting to represent Solar Foundations unless herein expressly set forth. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation made by the other not embodied in this Agreement. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. Contractor hereby grants to Solar Foundations full and complete access to the Project in order for Solar Foundations to provide the services provided herein. SFUSA crew work hours on site shall be permitted from 6:30 am to 8 pm Monday thru Sunday unless otherwise stated in this contract. The Contract price is good for 75 days from the SFUSA signed date of the contract. Any delays in commencement of work beyond 75 days from the SFUSA signed date of contract may result in a change in contract price due to material cost changes and is done at the sole discretion of Solar Foundations.

2. **Limited Liability.** Contractor expressly acknowledges that the Solar Foundations Work involves the provision of services in the nature of the installation of certain products which are manufactured by third-party manufacturers and sold to Solar Foundations. Contractor further acknowledges that Solar Foundations is not involved in the manufacturing of helical piles and is relying on the manufacturer thereof with respect to the quality of the helical piles and the suitability of the helical piles for the intended installation by Solar Foundations. To the fullest extent permitted by law, Contractor shall look solely to the manufacturer of any such consumer products with respect to any warranties or claims in connection therewith and hereby releases Solar Foundations from any liabilities, obligations, claims and/or damages with respect to the consumer products which may be installed within the project. Other than as expressly set forth herein, Solar Foundations gives no warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose or any other matters which extend beyond the terms and conditions thereof.

3. **Limited Warranty.**

A. Provided that Contractor is not in default of this Agreement and has fully made all payments due to Solar Foundations hereunder, Solar Foundations agrees to extend to Contractor upon the receipt of such final payment, the limited warranties described in this paragraph. For a period of time commencing on the date of substantial completion of Solar Foundations Work and expiring without further action and/or notice by Solar Foundations on the twenty-fifth anniversary of the date of such substantial completion (the "Limited Warranty Period"), Solar Foundations shall, at Solar Foundation's sole cost and expense, undertake all necessary corrections, repairs or replacements of Solar Foundation's Work as shall be necessary by reason of faulty or incomplete installation of the Solar Foundations Work; PROVIDED, HOWEVER, in no event shall Solar Foundations have any obligation to make any corrections, repairs and/or replacements caused by: (i) the acts and/or omissions of Contractor, its agents, subcontractors, guests and/or invitees, including any failure of the Contractor to perform his/her obligations under this Agreement including but not limited to periodic maintenance to prevent surface corrosion; (ii) any defects with respect to the manufacturing and/or construction of the consumer products; or (iii) any repairs, corrections and/or replacements which are not the result of any faulty or incomplete installation by Solar Foundations and/or Solar Foundation's contractors. In the event Contractor shall determine that any corrections, repairs and/or replacements (to the extent required to be made by Solar Foundations hereunder) shall be required during the Limited Warranty Period (collectively a "Defect"), Contractor shall immediately send written notice thereof to Solar Foundations, which shall provide a detailed written description of the nature of the Defect, and Solar Foundations shall promptly correct such Defect to the reasonable satisfaction of Contractor, at Solar Foundation's sole cost and expense. Upon the correction, repair and/or replacement of the Defect, Solar Foundation's obligation hereunder shall be satisfied, it being understood and agreed that in no event shall Solar Foundations be responsible for any additional damages, costs or expenses of any nature or any kind incurred with respect to the Defect, except for the correction, repair and/or replacement thereof. It is understood and agreed that Solar Foundation's obligation hereunder shall continue during the Limited Warranty Period; PROVIDED, HOWEVER, the limited warranty (and any other obligations of Solar Foundations with respect to the installation of Solar Foundations Products) shall expire automatically without further action of the parties on the twenty-fifth anniversary of the substantial completion of the Solar Foundations Work, unless a specific claim in writing with respect to a Defect shall have been made, or an action at law or in equity shall have been commenced or filed prior to such twenty-fifth anniversary. Upon the discovery of any Defect, Contractor shall have an obligation to undertake any and all actions as may be necessary and/or appropriate to mitigate any damages hereunder.

B. NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY AND/OR THIS AGREEMENT TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THE AGREEMENTS, WARRANTIES, REPRESENTATIONS AND COVENANTS OF SOLAR FOUNDATIONS HEREUNDER REPRESENT "A LIMITED WARRANTY", AND THEREFORE, SOLAR FOUNDATIONS'S OBLIGATIONS TO CORRECT AND/OR REPAIR ANY DEFECT ARE LIMITED TO THE TERMS AND CONDITIONS HEREOF. Contractor accepts the Limited Warranty as the sole warranty given by Solar Foundations to Contractor. The agents, employees and independent contractors of Solar Foundations are not authorized to modify this Limited Warranty or give additional warranties binding on Solar Foundations. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SOLAR FOUNDATIONS, IN ANY CASE, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS AND/OR DIMINUTION OF VALUE, CREATED BY, ARISING OUT OF, OR RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, EVEN IF SOLAR FOUNDATIONS OR SOLAR FOUNDATIONS'S AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **Additional Agreements.** The Solar Foundations Work and/or terms or conditions specified on the reverse of this Agreement may only be changed, amended or altered by means of a change order duly executed by both Solar Foundations and Contractor, said change order to be provided by Solar Foundations and containing the items to be altered or changed, the manner of alteration and change and the cost increase or decrease resulting therefrom. The change order, once executed in the above manner, will become a part of this Agreement and all other terms of this Agreement will prevail excepting those items changed or altered. No act or acts on the part of Solar Foundations or Contractor shall constitute a waiver of the aforesaid provisions. Furthermore, nothing herein shall be deemed to require Solar Foundations to accept any change order unless Solar Foundations is satisfied with the terms, conditions and provisions thereof, in its sole and absolute discretion.

5. **Miscellaneous.** In the event any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be ineffective to the extent such provision is invalid or unenforceable. Any such invalid or unenforceable provision shall not in any way affect the validity or enforceability of any other provision of this Agreement. The parties acknowledge that they have had the opportunity to be represented by counsel in the negotiation and execution of this Agreement, and therefore, it is expressly agreed that in the case of any vagueness, ambiguity and/or question or intent or interpretation with regard to any provision of this Agreement, there shall be no presumption of construction against the drafter of such provision, but instead this Agreement shall be interpreted in accordance with a fair construction of the law. Furthermore, Contractor will be responsible for the payment of any and all applicable sales and use taxes (or other similar taxes, charges or impositions) imposed on charges for goods and services provided by Solar Foundations to Contractor under this Agreement. THE CONTRACTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY CONTRACTOR AGAINST SOLAR FOUNDATIONS ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE SOLAR FOUNDATIONS WORK AND/OR ANY CLAIM OF INJURY OR DAMAGE.

Reference Material

AUG 03 2022

Planning Board

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)
PLUGPV LLC
630 7th Avenue
Troy, NY 12182

1b. Business Telephone Number of Insured
(518)948-5316

1c. NYS Unemployment Insurance Employer Registration
Number of Insured

1d. Federal Employer Identification Number of Insured or
Social Security Number
820674758

2. Name and Address of the Entity Requesting Proof of
Coverage (Entity Being Listed as the Certificate Holder)

Town of Austerlitz
714 State Route 203
Spencertown, NY, 12165

Reference Material

AUG 013 2023

Planning Board Meeting

3a. Name of Insurance Carrier

Standard Security Life Ins. Co. of NY

3b. Policy Number of entity listed in box "1a":
R89233-000

3c. Policy effective period:

3/28/2023 to 3/28/2024

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed June 30, 2023

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

518-793-3131

President

Telephone Number

Title

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number

Title

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

Reference Material

AUG 03 2023

Planning Board Meeting

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 820674758

LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER PLUGPV LLC 875 BROADWAY ALBANY NY 12207	CERTIFICATE HOLDER TOWN OF AUSTERLITZ 714 STATE ROUTE 203 SPENCERTOWN NY 12165
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POLICY NUMBER Z 2412 597-3	CERTIFICATE NUMBER 110043	POLICY PERIOD 04/01/2023 TO 04/01/2024	DATE 03/28/2023
--------------------------------------	-------------------------------------	--	---------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2412 597-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

Reference Material

AUG 03 2023

Planning Board Meeting

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 196717487





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2023

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

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

PRODUCER Hughes Insurance Agency, Inc. 328 Bay Road PO BOX 4630 Queensbury Reference Material NY 12804	CONTACT NAME: Linda@HughesInsurance.com PHONE (A/C, No, Ext): (518) 793-3131 FAX (A/C, No): (518) 793-3121 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Southwest Marine & General Insurance Company INSURER B: Michigan Millers Mutual Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED PLUGPV LLC 630 7th Avenue Troy Planning Board Meeting NY 12182	NAIC # 12294 14508

COVERAGES**CERTIFICATE NUMBER:** 23-24 NY Master 1**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PK202300016943	03/15/2023	03/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			V0510073	08/07/2022	08/07/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			EX202300001804	03/15/2023	03/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased Rented Equipment			PK202300016943	03/15/2023	03/15/2024	Limit / 2,500 deductible 100,000

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

Subject to all policy terms, limitations and conditions:
Certificate Holder is Additional Insured when required by written contract, agreement or permit.

CERTIFICATE HOLDER**CANCELLATION**

Town of Austerlitz 714 State Route 203 Spencertown NY 12165	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Roland Sherman

Bittersweet Acres Major Sub-Division

PL 2023-16

SBL # 104.-1-6.111

TOWN OF AUSTERLITZ PLANNING BOARD
APPLICATION FOR MAJOR SUBDIVISION
PRELIMINARY PLAT REVIEW
(AUSTERLITZ TOWN LAW §167 et seq.)

Application Date: September 2, 2023

Project No.

PL-2023-16

Property Owner: Name Roland Sherman
Mailing Address 45 Fern Hill Rd., Ghent NY 12075
Email Address _____
Preferred Telephone Number (518) 365-1534

Surveyor or Engineer: Name Carl Matuszek
Mailing Address 241 Scanell Rd., Chatham NY 12037
Email Address _____
Preferred Telephone Number (518) 392-2425
License Number _____

Other Representative (if any): Name Gwendolyn Sherman
Mailing Address 143 County Rte. 21c Ghent NY 12075
Email Address gwendolyn.shermandesigns@gmail.com
Preferred Telephone Number (518) 697-9216

Please attach letter of authorization from owner for surveyor/engineer/representative

Property Address: Old Wagon Rd.
Tax Map Number: 104.1-6.111

Current Land Use(s): Vacant

Number of Proposed Lots: 6

Use of All Abutting Lands: Conservation, Vacant, Residential

Nature, Date of Approval and Details of any Subdivision(s) in past 10 years: N/A

Easements or Restrictions (Other than utility): Road Construction and Maintenance Easements
(Attach copies)

Ag. District: Yes/No

Reason(s) for Proposed Subdivision: To create six buildable lots to provide land/housing for local families, as well as provide family members with land/building opportunities.

Project Description: Subdivide 33.76 acres into 6 lots varying in size between 2-6 acres/lot, create access driveway/road, and upgrade existing road as required.

Describe Amenities Included: Shared common spaces, walking trails and pond

Amount of Submitted Fee: _____

Requirements of Town Code that Applicant Requests be Waived and

Reasons: We request a waiver to permit the use of motor paving as hot-mix asphalt may prove to be cost prohibitive.

Has An Application Been Submitted to any Neighboring Municipality? Yes _____ No ☒.

Which: _____

Attachments:

_____ 8 copies + PDF Preliminary Plat Survey and Plans

_____ Copy of Percolation Tests for Lots Less than 5 Acres

_____ Open Space Management Plan (optional)

_____ Deeds to all Involved Parcels

_____ Full EAF with Part 1 completed

_____ Summary Table per §167-703(f)

_____ Construction Detail Sheets (if applicable)

_____ Road Ownership/Maintenance Agreements (if applicable)

_____ Completed Agricultural Data Statement (if in Agricultural District)

Reference Material

SEP 05 2023

Planning Board Meeting


Applicant Signature

Date : 09/02/23

Applicant Signature

Date:

App. Fees Pub. Hearing App. Complete SEQRA Des.
SEQRA Determin. Final Approval of Prelim. Plat

Reference Material

SEP 05 2023

Planning Board Meeting

Planning Board Meeting

September 7th, 2023

Progress Update

Meetings have been had with:

- NYSEG Field Planner Greg Latulipe
- Electricians - Schmidt, Leggit, and Lopez
- Road Builders - Viebrock and Burfeind
- Austerlitz Highway Superintendent
- Engineer Carl Matuszek

Reference Material

SEP 05 2023

Planning Board Meeting

-We have met with several neighbors on Cool Timber and Old Wagon Road, and updated them as to our intentions. Thus far we have full support from all.

-We have hired Carl Matuszek to walk the land with us. He said the house sites we have identified all seem reasonable, and we were able to identify adjoining areas to these sites which could serve as septic fields.

-We have spoken with Mike DeRuzzio at CCDOH.

-We have employed a land management crew to create a forestry road to access potential house sites and to help fell dead ash trees.

-Roland Sherman has been working with his lawyer Carl Whitbeck who helped draft original agreements for the Greenwood Homeowners Association in the late 80's and early 90's. They have been working to confirm the current status of the HOA as well as getting confirmation from a title insurance company that there will be no issues insuring the proposed lots.

-We have a copy of map # 11996 stamped by the County Clerk's Office showing that Cool Timber Road was constructed according to Private Road specs (1992). The stamp on the map states "The right-of-way must be fully constructed, passable, and inspected by the Town of Austerlitz Superintendent of Highways prior to issuance of a building permit for any lot for which access will be provided by said right-of-way". We have checked with the current Highway Superintendent and there is no record of the inspection but he concurs that one must have taken place in order for the Langes, current residents and neighbors, to build their house at the top of Cool Timber Road. He also stated, while on site at Cool Timber Road, that it all appears to have been constructed very well and that all the correct materials were used from what he could see. The ditches are clearly positioned correctly and made with the appropriate setbacks, and that the grade and crowning appear to be appropriately designed and constructed. As far as we know the road was built based on engineered plans (see attached drawings) which Roland had drafted by an engineer, at the time of the original subdivision of these properties. We met with Rick Viebrock who recalls working on the construction of the road and said he remembers the road being built very well and with excellent drainage.

We excavated a test pit approximately 4' x 4' x 4' in the area we imagine a pond might be built. The hole has successfully held water all summer. The surrounding area is often moist under foot

Planning Board Meeting

September 7th, 2023

Questions and Additional Notes

PHASING - How is a "phase" determined, and how do we identify them if our plan does not involve the immediate development of all lots?

If we develop one parcel at a time might we be permitted to sell a single parcel prior to resurfacing the road? This would help greatly in our ability to manage costs.

If this is agreeable in concept who would help us create such a document?

What is Old Wagon (Lane) officially called? The lane on the NW border of our lot is an old town road that is used by neighborhood residents for walking and has no vehicle access. There is also an Old Wagon Road, which is an actual private road, leading up to it. It would be helpful to have a method of distinguishing the two. For our purposes we call the walking section Old Wagon Lane. If there is another name we should use instead we would be happy to adopt it.

The large field below the Lange's was conveyed to Hawthorne Valley Association to be used for agricultural purposes.

Reference Material

SEP 05 2023

Planning Board Meeting

Planning Board Meeting

September 7th, 2023

Reference Material

FEAF

Questions:

SEP 10 2023

Section D.1.

Planning Board Meeting

Page 3

b. Total acreage to be physically disturbed - How do we calculate this number without knowing the size of future houses to be built? Is there a basic calculation to plug in?

e. We know the project will happen in phases but do not know what exactly constitutes a phase, nor how to anticipate the duration of each phase.

Page 4

f. Sequence of phases and house sizes unknown

h.iv Pond volumes and containment structure yet to be determined

Section D.2.

Page 6

e. Amount of area to be disturbed unknown. How to best estimate? Are two or three family dwellings allowed? Is it appropriate to calculate based on average two bedroom home size? Is there a different number we should plug in?

Section E.1.

Page 9

Acreage after project completion - again, how best to calculate total area to be disturbed

Section E.2.

Page 11

a., b., c., d., e., and f.

We have attempted to find data pertaining to these questions using the GIS online map tools. We have been able to glean that approximately 30% of the lot is shallow to bedrock, Nassau cannery silt loam soil, hilly and very rocky.

Are there better ways to get this information?

Do we need an engineer for this step?

but is not marsh or wetlands. The primary plant species in the low-lying area are red maple, ash, alder, multiflora rose, bittersweet and fern.

Reference Material

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Planning Board Meeting

Reference Material

SEP 05 2023

Frishkoff

LOT 3
6.15 ACRES

~~Tebolt~~

LOT 6
2.62 ACRES

LOT 2
5.5 ACRES

COMMON
LAND

LOT 5
2.32 ACRES

LOT 1
2.75 ACRES

LOT 4
2.8 ACRES

Tebolt

Frishkoff

Cul de
Sac

Lewis-Lange

Hartka/
Hamann

BARGAIN AND SALE DEED WITH COVENANT

THIS INDENTURE made the 10th day of APRIL, Nineteen
Hundred and Ninety-Eight
BETWEEN

ROLAND SHERMAN and SANDRA SHERMAN, his wife, residing at
143 Route 21C, Ghent, New York 12075

parties of the first part, and

ROLAND SHERMAN, residing at 143 Route 21C, Ghent, New
York 12075

party of the second part,

WITNESSETH that the parties of the first part in consideration
of ONE DOLLAR and 00/100 (\$1.00) lawful money of the United States,
and other good and valuable consideration paid by the party of the
second part, do hereby grant and release unto the party of the
second part, his heirs and assigns forever,

ALL that lot, tract or parcel of land located in the Town of
Austerlitz, Columbia County, New York, designated as "lot 1" on a
survey map entitled "Minor Subdivision of the Lands of Bruce A.
Frishkoff and Karen Frishkoff, John C. Lange and Nona Lewis Lange,
Roland W. Sherman and Sandra L. Sherman, Town of Austerlitz, County
of Columbia, State of New York" prepared by Carl S. Matuszek, dated
June 27, 1990, last revised December 30, 1991 and filed March 6,
1992 in the Columbia County Clerk's Office as Map #12018,
hereinafter "THE SUBDIVISION MAP", consisting of approximately
33.76 acres, more particularly bounded and described as follows:

Beginning at a point marked by an iron rod found driven in the
ground in the easterly boundary of Wagner Road (Old Wagon Road) and
which said point is distant approximately 0.4 mile measured
northerly and easterly along Fern Hill Road and Wagner Road from
where Fern Hill Road intersects with Columbia County Route 21; said
iron rod is also located at a stone wall intersection being the
northerly boundary of the lands now or formerly of Bruce A. and
Karen Frishkoff (Book 532, Page 493);

Thence running the following courses along the centerline of
Wagner Road and the boundary with LOT 2 as shown on said map:

North 60° 59' 42" East, 18.44 feet; North 46° 28' 50" East,
30.76 feet; North 40° 36' 12" East, 46.60 feet; North 35° 10' 47"
East, 95.91 feet; North 32° 26' 55" East, 66.77 feet; North 35° 53'
26" East, 200.75 feet; North 25° 49' 41" East, 89.73 feet; North
19° 11' 29" East, 62.54 feet; North 33° 31' 54" East, 68.89 feet;
North 49° 28' 29" East, 43.28 feet; North 55° 05' 46" East, 50.55
feet; North 49° 38' 50" East, 153.75 feet; North 47° 06' 23" East,
109.64 feet; North 48° 58' 45" East 173.45 feet; North 46° 22' 51"
East, 135.45 feet; North 42° 51' 48" East, 139.89 feet; North 34°
52' 44" East, 53.63 feet to point; thence running South 61° 03' 43"
East, 858.91 feet along the boundary with the lands now or formerly
of George F. Tebolt (Book 576, Page 441) to a point marked by an
iron rod found driven in the ground; thence along a stone wall
being the boundary with the lands now or formerly of said Tebolt
(Book 576, page 441); South 28° 12' 31" West, 210.39 feet; South
36° 29' 22" West, 105.87 feet; thence partially along a stone wall
South 29° 28' 01" West, 928.89 feet to a point marked by an iron
rod found driven in the ground; thence running South 88° 37' 26"
West, 388.66 feet along the boundary with LOT 3 to a point marked
by an iron rod found driven in the ground; thence running the
following courses along a stone wall being the boundary with the

SEP 06 2023

Planning Board Meeting

lands now or formerly of Bruce A. and Karen Frishkoff (Book 532, Page 493): North 64° 41' 20" West, 371.53 feet; North 63° 22' 52" West, 282.48 feet; North 64° 54' 04" West, 137.04 feet to the point of beginning.

(The bearings are based on magnetic North in October 1974).

TOGETHER with all buildings and improvements thereon.

TOGETHER with a perpetual easement and right of way benefiting and appurtenant to LOT 1 for ingress and egress in common with others for pedestrian and vehicular traffic over a certain portion of LOT 2 in an area 30 feet wide along the western side of the entire boundary between LOT 1 and LOT 2, which area is hereinafter referred to as "THE LOT 2 EASEMENT AREA", and which easement includes the right to construct and/or maintain a footpath or driveway within the area of the easement.

TOGETHER with the right of ingress and egress over Wagner Road to Rigor Hill Road as described in an instrument recorded in the Office of the Clerk of Columbia County, New York in Liber 455 at Page 274.

SUBJECT to an AGREEMENT TO WAIVE RIGHT OF FIRST REFUSAL, CONSENT TO SUBDIVISION REQUEST AND LIMIT USE OF ROAD, made by, between and among Roland Sherman and Sandra Sherman, Peter D. Schoen and Genell Schoen, the Rudolf Steiner Educational and Farming Association, Inc., the Fern Hill Land Management Body, Inc., Bruce Frishkoff and Karen Frishkoff, and John Lange and Nona Lewis Lange, his wife, dated April 9, 1993 and recorded in the Office of the Clerk of Columbia County, New York in Liber 725 at Page 292, together with all the rights and privileges also therein contained.

RETAINING AND SUBJECT ALSO to a perpetual easement and right of way benefiting and appurtenant to LOTS 1 and 2 for ingress and egress in common with others for pedestrian and vehicular traffic over a certain portion of LOT 1 in an area 30 feet wide along the eastern side of the entire boundary between LOT 1 and LOT 2, as described in a quitclaim deed of Bruce Frishkoff, Karen Frishkoff, John Lange, Nona Lewis Lange, Roland Sherman and Sandra Sherman to Bruce Frishkoff and Karen Frishkoff dated July 12, 1994 and recorded July 12, 1994 in the Columbia County Clerk's Office in Deed Book 767 at Page 300, in which the grantors conveyed LOT 2 to Bruce and Karen Frishkoff, together with all the rights and privileges also therein contained.

SUBJECT ALSO to the following building restriction: No building shall be constructed on LOT 1 within 210 feet of the boundary between LOT 1 and certain lands presently of Bruce and Karen Frishkoff, which lands were conveyed by deed of P. Manning Goodwin dated February 6, 1979, recorded in the Office of the Clerk of Columbia County, New York in Liber 540 at Page 779.

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, by-laws, rules, regulations and easements all as set forth in the Declaration of Covenants, Restrictions, Easements, Charges and Liens made by Roland Sherman, Sandra Sherman, John Lange and Nona Lewis Lange dated December 29, 1995, and recorded in the Columbia County Clerk's Office in Liber 817 at page 250.

BEING the same premises conveyed by John Lange, Nona Lewis Lange, Roland Sherman and Sandra Sherman to Roland Sherman and Sandra Sherman, his wife, by deed dated December 29, 1995 and recorded Jan 17, 1996 in the Columbia County Clerk's Office in Book 817 of Deeds at Page 276.

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Planning Board Meeting

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, his heirs and assigns forever.

AND, the parties of the first part covenant that they have not done or suffered anything whereby the said premises have been encumbered in any way whatever.

AND That, in Compliance with Section 13 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF

Roland Sherman L.S.
ROLAND SHERMAN

Sandra Sherman L.S.
SANDRA SHERMAN

STATE OF NEW YORK
COUNTY OF COLUMBIA SS:

On this 10th day of APRIL, 1998, before me the subscriber personally appeared ROLAND SHERMAN to me personally known and known to me to be the same person described in and who executed the within instrument, and acknowledged to me that he executed the same.

ROBERT HARDWICK BIXBY
Notary Public

STATE OF NEW YORK
COUNTY OF COLUMBIA SS:

ROBERT HARDWICK BIXBY
Notary Public, State of New York
Qualified in Albany County
No. 4693192
Commission Expires March 30, 1999

On this 8th day of April, 1998, before me the subscriber personally appeared SANDRA SHERMAN to me personally known and known to me to be the same person described in and who executed the within instrument, and acknowledged to me that she executed the same.

Sheila Derman
Notary Public

SHEILA DERMAN
Notary Public, State of New York
Columbia County, Reg #4707875
Commission Expires Jan. 31, 20 2000

Reference Material

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Planning Board Meeting

OFFICE OF JOHN C. HILLIARD
COLUMBIA COUNTY CLERK
401 UNION ST., HUDSON, NY 12534
(518) 828-3339

310 398

County Clerk's Recording Page

Return To:

ROLAND SHERMAN
143 RTE 21C
GHENT NY 12075

MAY 29 1998

SHERMAN
ROLAND
SHERMAN
SANDRA
SHERMAN
ROLAND

Index LAND RECORDS

Crtg 00310 Frame 0395

No. Pages 0004

Instrument DEED

Control # 199804100137

Date : 4/10/1998

Time : 4:56:59 PM

DOC #

DOC # 07 1998 001862

Employee ID CLERK04

Property Location: AUS

AUSTERLITZ

EXAMINED AND CHARGED AS FOLLOWS:

FEE	AMOUNT	EXEMPT
REC FEES	\$ 14.00	NO
DOC STAMPS	\$.00	NO
	\$.00	NO
	\$.00	NO
	\$.00	NO
REC MGMT	\$ 5.00	NO
E & A	\$ 25.00	NO
MISC	\$ 5.00	NO
MISC2	\$.00	NO
Total Fees :	\$ 49.00	

MORTGAGE TAX

Serial #		
Mtg.Amt.:	\$.00
Mtg.Tax.:	\$.00
Add.Mtg.Tax:	\$.00
Total	\$.00

STATE OF NEW YORK
COLUMBIA COUNTY

TRANSFER TAX

Transfer Tax \$.00
Amount \$.00
Transfer Tax #	071998001862

WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH
JOHN C HILLIARD
COUNTY CLERK

John C. Hilliard

◇◇ THIS IS NOT A BILL ◇◇

RECORDED BY
 MONAHAN ABSTRACT CORPORATION
 420 WARREN STREET
 HUDSON, NEW YORK 12534
 (518) 828-4351
 FILE NO
 95-23580

RK
 FEB - 9 1996

BARGAIN AND SALE DEED WITH COVENANT

THIS INDENTURE made the 29th day of December, Nineteen Hundred and Ninety-Five,

BETWEEN

ROLAND SHERMAN and SANDRA SHERMAN, his wife, residing at R.D. 2, Box 237, Ghent, New York, 12075, and JOHN LANGE and NONA LEWIS LANGE, his wife, residing at 21 Summit Street, Philmont, New York, and whose mailing address is P.O. Box 882, Philmont, New York, 12565,

Reference Material

parties of the first part, and

GREENWOOD HOMEOWNERS ASSOCIATION, INC., a New York not-for-profit corporation, with principal place of business at R.D. 2, Box 237, Ghent, New York, 12075,

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Planning Board Meeting

party of the second part,

WITNESSETH that the parties of the first part in consideration of ONE DOLLAR and 00/100 (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever,

Road Parcel 1:

A sixty foot (60') wide easement over all that lot, piece or parcel of land with the improvements thereon situate, lying and being in the Town of Austerlitz, Columbia County, New York, more particularly bounded and described as follows:

COMMENCING at a point which is the most southeasterly corner of the premises herein described, and which point is the most northeasterly corner of Road Parcel 2 hereinafter described, thence proceeding along the most northerly boundary of Road Parcel 2 hereinbelow described North 50° 59' 13" W. 60.22 feet to a point, thence along lands now or formerly of Bruce A. and Karen Frishkoff the following courses and distances: North 34° 06' 09" E. 241.66 feet to a point, thence North 35° 44' 54" E. 74.83 feet to a point, thence North 34° 31' 42" E. 118.25 feet to a point, thence along Lot No. 1 on the hereinbelow mentioned survey map the following courses and distances: North 34° 31' 42" E. 8.76 feet to a point, thence on a curve to the left with a radius of 25.00 feet and length of 31.81 feet to a point, thence on a curve to the right with a radius of 60.00 feet and a length of 264.83 feet to a point, thence South 34° 31' 42" W. 46.56 feet to a point, thence along Lot No. 3 as shown on the hereinbelow described survey map the following courses and distances: South 34° 31' 42" W. 162.33 feet to a point, thence South 35° 44' 54" W. 74.61 feet to a point, thence South 34° 06' 09" W. 245.96 feet to the point or place of beginning.

BEING a portion of the premises conveyed by Ruth Adams, Bruce A. Frishkoff and Karen Frishkoff, John C. Lange and Nona Lewis Lange, and Roland W. Sherman and Sandra L. Sherman, by deed dated the 29th day of June, 1987, and recorded in the Columbia County Clerk's Office on the 8th day of July, 1987 in Deed Book 601 at

page 968. Also being a portion of the premises conveyed by Bruce A. Frishkoff, Karen Frishkoff, John Lange, Nona Lewis Lange, Roland Sherman and Sandra Sherman to John Lange, Nona Lewis Lange, Roland Sherman and Sandra Sherman by deed dated July 12, 1994, and recorded in the Columbia County Clerk's Office on July 12, 1994, in Deed Book 767 at page 295, and a deed conveyed by Bruce A. Frishkoff, Karen Frishkoff, John Lange, Nona Lewis Lange, Roland Sherman and Sandra Sherman to John Lange, Nona Lewis Lange, Roland W. Sherman and Sandra L. Sherman by deed dated July 12, 1994, and recorded in the Columbia County Clerk's Office on July 12, 1994, in Deed Book 767 at page 306.

Road Parcel 2 and Forever Green Parcel:

ALL that lot, piece or parcel of land with the buildings and improvements thereon situate, lying and being in the Towns of Hillsdale and Austerlitz, Columbia County, New York, more particularly bounded and described as follows:

Beginning at a point on the presumed northerly line of Columbia County Route 21 at the northwesterly corner of this parcel. Being the southeasterly corner of Lot 1 (West Portion). Referenced as being located South 56 degrees 59 minutes 40 seconds East 144.28 feet from the southeasterly corner of a cemetery parcel.

Proceed along the westerly line of this parcel along the easterly line of Lot 1 (West Portion)

along a curve to the left having a radius of 20.00 feet and an arc length of 31.35 feet, being subtended by a chord of North 78 degrees 05 minutes 50 seconds East for a distance of 28.24 feet

North 33 degrees 11 minutes 20 seconds East for a distance of 71.80 feet

along a curve to the left having a radius of 170.00 feet and an arc length of 112.19 feet, being subtended by a chord of North 14 degrees 17 minutes 05 seconds East for a distance of 110.16 feet

North 04 degrees 37 minutes 15 seconds West for a distance of 178.66 feet to a corner of Lot 2 (West Portion). Continue along the easterly and northerly line of Lot 2 (West Portion)

North 04 degrees 37 minutes 15 seconds West for a distance of 13.19 feet

along a curve to the left having a radius of 170.00 feet and an arc length of 75.81 feet, being subtended by a chord of North 17 degrees 23 minutes 45 seconds West for a distance of 75.19 feet

North 30 degrees 10 minutes 20 seconds West for a distance of 57.18 feet

along a curve to the right having a radius of 230.00 feet and an arc length of 142.62 feet, being subtended by a chord of North 12 degrees 24 minutes 25 seconds West for a distance of 140.35 feet

North 62 degrees 11 minutes 15 seconds West for a distance of 200.58 feet to a point on the easterly line of lands of Thalasinis. Continue along the lands of Thalasinis and Pewtherer along the westerly line of this parcel

North 50 degrees 31 minutes 35 seconds East for a distance of 168.65 feet

North 42 degrees 57 minutes 20 seconds East for a distance of 97.46 feet

North 21 degrees 52 minutes 25 seconds East for a distance of 141.70 feet

North 12 degrees 55 minutes 50 seconds West for a distance of 75.49 feet

South 60 degrees 14 minutes 00 seconds East for a distance of 67.00 feet

North 29 degrees 10 minutes 10 seconds East for a distance of 612.96 feet to the lands now or formerly of Frishkoff. Continue along the lands of Frishkoff

Reference Material

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Planning Board Meeting

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BOOK 817 PAGE 245

Planning Board Meeting

South 80 degrees 29 minutes 15 seconds East for a distance of 224.30 feet

South 51 degrees 14 minutes 20 seconds East for a distance of 60.00 feet to the northeasterly corner of this parcel and the northwesterly corner of lands of the Rudolph Steiner Educational and Farming Association (Lot 3). Continue along the westerly line of Lot 3 along the easterly line of this parcel (referenced as the easterly line of a 60 foot wide right of way)

South 55 degrees 41 minutes 55 seconds West for a distance of 256.54 feet

along a curve to the left having a radius of 230.00 feet and an arc length of 121.83 feet, being subtended by a chord of South 40 degrees 31 minutes 25 seconds West for a distance of 120.41 feet

South 25 degrees 20 minutes 55 seconds West for a distance of 531.19 feet to the approximate Hillsdale and Austerlitz Town Line. Continue

South 25 degrees 20 minutes 55 seconds West for a distance of 162.01 feet

along a curve to the left having a radius of 170.00 feet and an arc length of 64.85 feet, being subtended by a chord of South 14 degrees 25 minutes 15 seconds West for a distance of 64.46 feet to a corner of Lot 2 (East Portion). Continue along the westerly line of Lot 2 (East Portion)

along a curve to the left having a radius of 170.00 feet and an arc length of 99.88 feet, being subtended by a chord of South 13 degrees 20 minutes 20 seconds East for a distance of 98.45 feet

South 30 degrees 10 minutes 20 seconds East for a distance of 57.18 feet

along a curve to the right having a radius of 230.00 feet and an arc length of 102.57 feet, being subtended by a chord of South 17 degrees 23 minutes 45 seconds East for a distance of 101.72 feet

South 04 degrees 37 minutes 15 seconds East for a distance of 11.25 feet to a corner of Lot 2 and Lot 1. Continue along the westerly line of Lot 1 (East Portion)

South 04 degrees 37 minutes 15 seconds East for a distance of 180.60 feet

along a curve to the right having a radius of 230.00 feet and an arc length of 151.78 feet, being subtended by a chord of South 14 degrees 17 minutes 05 seconds West for a distance of 149.04 feet

South 33 degrees 11 minutes 20 seconds West for a distance of 71.48 feet

along a curve to the left having a radius of 20.00 feet and an arc length of 31.48 feet, being subtended by a chord of South 11 degrees 54 minutes 10 seconds East for a distance of 28.33 feet to the northerly presumed road line of Columbia County Route 21. Continue along the presumed northerly line of the County Road

North 56 degrees 59 minutes 40 seconds West for a distance of 100.00 feet to the point or place of beginning.

BEING a portion of the premises conveyed by P. Manning Goodwin to Roland Sherman and Sandra Sherman by deed dated October 5, 1988 and recorded in the office of the Clerk of Columbia County on October 18, 1988 in Liber 613 at page 73.

ALL as shown on a map entitled "Private Roadway Subdivision and Boundary Adjustments by Roland W. Sherman" prepared by Robert J. Ihlenburg dated October 11, 1988, last revised March 23, 1992, approved by the Town of Hillsdale Planning Board December 3, 1992 and approved by the Town of Austerlitz Planning Board on December 9, 1992, and filed in the office of the Clerk of Columbia County, New York, as map No. 93-23 (hereinafter Map No. 93-23). All Lots hereinafter mentioned are as numbered on Map 93-23.

TOGETHER with all the improvements thereon,

TOGETHER with a GRADING EASEMENT over certain areas of LOT 1, LOT 2, and LOT 3, extending 100 feet on both sides of THE ROAD PARCEL 2, and which GRADING EASEMENT is more fully described in an instrument dated April 9, 1993 titled GRADING EASEMENT, recorded in

the Office of the Clerk of Columbia County on the 30th day of April, 1993 in Deed Book 725 at page 334.

TOGETHER with a DRAINAGE EASEMENT over that area of LOT 1 which is designated as "DRAINAGE AREA 'C'" on THE 1992 SUBDIVISION MAP, and which DRAINAGE EASEMENT is more fully described in an instrument dated April 9, 1993 titled DRAINAGE EASEMENT, recorded in the Office of the Clerk of Columbia County on the 30th day of April, 1993 in Deed Book 725 at page 347.

SUBJECT to an easement and right of way appurtenant to LOT 1 for ingress and egress in common with others over THE ROAD PARCEL 2 between Columbia County Route 21 and any and all points on the boundaries between THE ROAD PARCEL 2 and LOT 1, on both the eastern and western sides of THE ROAD PARCEL 2.

SUBJECT to an easement and right of way appurtenant to LOT 2 for ingress and egress in common with others over THE ROAD PARCEL 2 between Columbia County Route 21 and any and all points on the boundaries between THE ROAD PARCEL 2 and LOT 2, on both the eastern and western sides of THE ROAD PARCEL 2,

SUBJECT ALSO to an easement and right of way appurtenant to LOT 3 for ingress and egress in common with others over THE ROAD PARCEL 2 between Columbia County Route 21 and any and all points on the boundary between THE ROAD PARCEL 2 and LOT 3,

SUBJECT ALSO to the interest of the owners of LOT 1 and LOT 2 in the water well and associated water transmission lines and equipment located on THE ROAD PARCEL 2 near the boundary between THE ROAD PARCEL 2 and LOT 1 and approximately 40 feet from Columbia County Route 21 as shown on THE 1992 SUBDIVISION MAP,

SUBJECT ALSO to an EASEMENT FOR THE TRANSMISSION OF WATER over THE ROAD PARCEL 2, which EASEMENT is appurtenant to LOT 1, which EASEMENT is for the purpose of using and maintaining the water well and associated water transmission lines and equipment hereinabove referred to, and which EASEMENT extends for 25 feet on all sides of the well and 15 feet on both sides of the water line and associated equipment,

SUBJECT ALSO to an EASEMENT FOR THE TRANSMISSION OF WATER over THE ROAD PARCEL 2, which EASEMENT is appurtenant to LOT 2, which EASEMENT is for the purpose of using and maintaining the water well and associated water transmission lines and equipment hereinabove referred to, and which EASEMENT extends for 25 feet on all sides of the well and 15 feet on both sides of the water line and associated equipment,

SUBJECT ALSO TO a SEWER LINE EASEMENT in the area designated "SEWER LINE EASEMENT" on the 1992 SUBDIVISION MAP, which EASEMENT is appurtenant to LOT 1, and which EASEMENT is more fully described in an instrument dated April 9, 1993 titled SEWER LINE EASEMENT, recorded in the Office of the Clerk of Columbia County in Deed Book 726 at page 1, together with all of the rights and privileges also therein contained,

SUBJECT ALSO TO the right, appurtenant to LOT 2, of the owner of LOT 2 to install and maintain under THE ROAD PARCEL 2 lines for the transmission of water, electricity, communications, sewer and/or other utility, provided that any improvements on THE ROAD PARCEL 2 are fully and promptly restored,

SUBJECT TO a Declaration of Covenants and Land Use Restrictions dated October 28, 1977 and recorded in the Columbia County Clerk's Office in Liber 532 at Page 500, as subsequently amended, together with all the rights and privileges also therein contained,

Reference Material

SEP 06 2023

Planning Board Meeting

SEP 06 2023

BOOK 817 PAGE 247

Planning Board Meeting

SUBJECT ALSO TO an AGREEMENT TO WAIVE RIGHT OF FIRST REFUSAL, CONSENT TO SUBDIVISION REQUEST AND LIMIT USE OF ROAD, made by, between and among SHERMANS, SCHOENS, RSEFA, Fern Hill Land Management Body, Inc., Bruce Frishkoff, Karen Frishkoff, John Lange and Nona Lewis Lange, dated April 9, 1993 and to be recorded in the Office of the Clerk of Columbia County, together with all the rights and privileges also therein contained,

SUBJECT ALSO TO a RIGHT-OF-WAY, ROAD ACCESS AND LAND USE AGREEMENT DECLARATION OF COVENANTS AND RESTRICTIONS AFFECTING CERTAIN PREMISES CONVEYED BY ROLAND SHERMAN AND SANDRA SHERMAN TO THE RUDOLF STEINER EDUCATIONAL AND FARMING ASSOCIATION, INC. ON NOVEMBER 23, 1988, dated November 23, 1988 and recorded in the Office of the Clerk of Columbia County, New York on November 29, 1988 in Liber 614 at page 151, together with all the rights and privileges also therein contained.

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, by-laws, rules, regulations and easements, all as set forth in the Declaration of Covenants, Restrictions, Easements, Charges and Liens made by the parties of the first part dated the 29th day of December, 1995 and recorded simultaneously herewith in the Columbia County Clerk's Office.

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.


TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND, the parties of the first part covenant that they have not done or suffered anything whereby the said premises have been encumbered in any way whatever.

AND That, in Compliance with Section 13 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

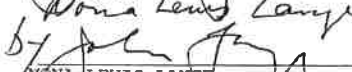
IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF

x  L.S.
ROLAND SHERMAN

 L.S.
SANDRA SHERMAN

 L.S.
JOHN LANGE

 L.S.
NONA LEWIS LANGE
By: JOHN LANGE, Attorney-in-Fact

Reference Material

SEP 28 2023

STATE OF NEW YORK
 COUNTY OF COLUMBIA SS:

Planning Board Meeting

On this 29th day of December, 1995, before me the subscriber personally appeared ROLAND SHERMAN, to me personally known and known to me to be the same persons described in and who executed the within instrument, and he acknowledged to me that he executed the same.

STATE OF NEW YORK
 COUNTY OF COLUMBIA SS:

CARL G. WHITBECK JR.
 Notary Public, State of New York
 No. 4606105
 Qualified in Columbia County
 Commission Expires April 30, 1996

On this 29th day of December, 1995, before me the subscriber personally appeared SANDRA SHERMAN, to me personally known and known to me to be the same persons described in and who executed the within instrument, and she acknowledged to me that she executed the same.

STATE OF NEW YORK
 COUNTY OF COLUMBIA SS:

JOAN M. SIMARD
 Notary Public, State of New York
 Certified in Columbia County
 Certification Expires Nov. 7, 1996
 # 4943982

On this 29th day of December, 1995, before me the subscriber personally appeared JOHN LANGE, to me personally known and known to me to be the same persons described in and who executed the within instrument, and he acknowledged to me that he executed the same.

STATE OF NEW YORK
 COUNTY OF COLUMBIA SS:

CARL G. WHITBECK JR.
 Notary Public, State of New York
 No. 4606105
 Qualified in Columbia County
 Commission Expires April 30, 1996

On this 29th day of December, 1995, before me personally came JOHN LANGE, to me known to be the individual described in, and who executed the foregoing instrument, and to me known to be the Attorney-in-Fact of NONA LEWIS LANGE, the individual described in, and who by her attorney-in-fact executed the same, and acknowledged that he executed said instrument as the act and deed of said NONA LEWIS LANGE, by virtue of a power of attorney dated November 29, 1994, and recorded in the office of the Clerk of the County of Columbia, on December 28, 1994, in Liber 784 of Deeds, at page 113.

CARL G. WHITBECK JR.
 Notary Public, State of New York
 No. 4606105
 Qualified in Columbia County
 Commission Expires April 30, 1996

COLUMBIA COUNTY CLERK'S OFFICE
COURTHOUSE, HUDSON, NY 12534
(518) 828-3339

BOOK 817 PAGE 249

** RECORDING PAGE **

Type of Instrument:	DEED	Recorded:	1/17/1996
Recording Fee:	\$ 23.50	At:	4:08 PM
Location:	VARIOUS	In Liber:	0817
		Of:	DEED
		At Page:	0243

Control No: 9601170056

EXAMINED AND CHARGED AS FOLLOWS:

Transfer Amount:	\$.00	Mortgage Amount:	\$.00
Tax received on above Deed:		Tax received on above Mortgage:	
		Basic:	\$.00 NO
		Add:	\$.00 NO
		Spec Add:	\$.00 NO
Total:	\$.00	Total:	\$.00
TT No.	96001083	MT No.	

Exempt

(THIS PAGE IS PART OF THE INSTRUMENT)



JOHN C. HILLIARD
COLUMBIA COUNTY CLERK

SHERMAN/LANGE, ROLAND/SANDRA/JOHN/NONA LEWIS
GREENWOOD HOMEOWNERS ASSOC,

Reference Material

SEP 06 2023

Planning Board Meeting

4-08

GRADING EASEMENT

Reference Material

SEP 08 2023

Planning Board Meeting

THIS AGREEMENT made this 7th day of April, Nineteen Hundred and Ninety-Three,

BY, BETWEEN and AMONG

ROLAND SHERMAN and SANDRA SHERMAN, his wife, residing at and whose mailing address is RD 2 Box 237, Ghent, New York 12075 (hereinafter sometimes referred to as "SHERMANS"), and PETER D. SCHOEN and GENELL SCHOEN, his wife, residing at and whose mailing address is RD 2 Box 209, Ghent, New York 12075, (hereinafter referred to as "SCHOENS"), and THE RUDOLF STEINER EDUCATIONAL AND FARMING ASSOCIATION, INC., a not-for-profit corporation organized under the laws of the State of New York, having its principal place of business at Harlemville, Columbia County, New York, and whose mailing address is RD 2 Box 225, Ghent, New York, 12075, (hereinafter referred to as "RSEFA"), (SHERMANS, SCHOENS and RSEFA being hereinafter collectively referred to as "THE GRANTORS"),

AND

APR 30 1993

LHL

ROLAND SHERMAN and SANDRA SHERMAN, his wife, residing at and whose mailing address is RD 2 Box 237, Ghent, New York 12075, (being sometimes hereinafter referred to as "THE GRANTEEES",

W I T N E S S E T H :

WHEREAS SHERMANS own that lot, tract or parcel of land located in the Town of Hillsdale, Columbia County, New York which is designated as "Lot 1" on a map prepared by Robert J. Ihlenburg dated October 11, 1988, revised March 23, 1992 and titled: "Private Roadway Subdivision and Boundary Adjustments by Roland W. Sherman", approved by the Town of Hillsdale Planning Board December 3, 1992, and approved by the Town of Austerlitz Planning Board on December 9, 1992 and filed in the Office of the Clerk of Columbia County, New York, as map number 93-23, which map is hereinafter referred to as "THE 1992 SUBDIVISION MAP", which property was conveyed to SHERMANS by deed of SHERMANS, SCHOENS and RSEFA on this same date, and which property is hereinafter referred to as "LOT 1", and

WHEREAS SCHOENS own that lot, tract or parcel of land located in the Towns of Hillsdale, New York, together with all the buildings and improvements thereon, which is designated as "Lot 2" on THE 1992 SUBDIVISION MAP, which property was conveyed to SCHOENS by deed of SHERMANS, SCHOENS and RSEFA on this same date, and which property is hereinafter referred to as "LOT 2", and

WHEREAS RSEFA owns that lot, tract or parcel of land located in the Towns of Hillsdale and Austerlitz, Columbia County, New York which is designated as "Lot 3" on THE 1992 SUBDIVISION MAP, which property was conveyed to RSEFA by deed of SHERMANS, SCHOENS and RSEFA on this same date, and which property is hereinafter referred to as: "LOT 3", and

WHEREAS SHERMANS own all that lot, tract or parcel of land containing all those areas designated on THE 1992 SUBDIVISION MAP as "ROAD PARCEL" "FOREVER GREEN" "60' wide roadway" "HOME OWNERS" "Home Owners Association" "60' wide right of way", which parcel was conveyed to SHERMANS by deed of SHERMANS, SCHOENS and RSEFA on this same date, and which entire parcel is hereinafter referred to as "THE ROAD PARCEL", and

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GRADING EASEMENT: SHERMANS, SCHOENS AND RSEFA TO SHERMANS page 2
4-08

WHEREAS SHERMANS or a future owner of THE ROAD PARCEL may desire to construct or improve a road within the THE ROAD PARCEL, in order to provide access from Columbia County Route 21 to LOT 1, LOT 2 and/or LOT 3 and/or to other properties lying generally to the north of LOT 3, and

WHEREAS the construction of such a road may require various types of survey work, excavation, grading and other work to be done upon areas of LOT 1, LOT 2 or LOT 3, and

WHEREAS SHERMANS are willing to allow such work to be done provided such work creates minimal disturbance to LOT 1, and

WHEREAS SCHOENS are willing to allow such work to be done provided such work creates minimal disturbance to LOT 2, and

WHEREAS RSEFA is willing to allow such work to be done provided such work creates minimal disturbance to LOT 3,

NOW THEREFORE, in consideration of the premises and One Dollar lawful money of the United States and other good and valuable consideration paid by THE GRANTEEES to THE GRANTORS, the parties hereto agree as follows:

1) SHERMANS, as THE OWNERS OF LOT 1, do hereby grant and release unto THE GRANTEEES, their heirs, executors, administrators and assigns forever, a permanent easement and right of way with the right, privilege and authority to go on and over LOT 1 anywhere within an area extending a distance of 100 (one hundred) feet from the boundaries between LOT 1 and THE ROAD PARCEL on both the easterly and westerly sides of THE ROAD PARCEL (which entire area is hereinafter referred to as "THE LOT 1 EASEMENT AREA") to do survey work and such other work as may be required for the construction and maintenance of a road in THE ROAD PARCEL.

THE GRANTEEES' rights under this Easement shall specifically include, but not be limited to, the right to excavate and/or alter the grade of LOT 1 anywhere within THE LOT 1 EASEMENT AREA so as to provide acceptable slopes and grades within areas bordering any roadway which may be constructed in THE ROAD PARCEL. THE GRANTEEES shall have the permanent right to maintain said slopes.

PROVIDED, however, that THE GRANTEEES take, and order their agents or employees to take all reasonable care in the exercise of their rights under this agreement, so as to disrupt only minimally LOT 1; in particular it is noted that while THE LOT 1 EASEMENT AREA is one hundred feet wide, and while it is possible that alterations of grade within LOT 1 may in some locations be required up to the limits of THE LOT 1 EASEMENT AREA, in other locations, such extensive alterations of grade will not be required.

PROVIDED ALSO that THE GRANTEEES give THE OWNERS OF LOT 1 reasonable notice before entering LOT 1 in their exercise of their rights under this Agreement,

PROVIDED ALSO that any damage to LOT 1 caused by THE GRANTEEES, their agents, employees or invited guests in the exercise of their rights under this agreement shall be borne by THE GRANTEEES and any such damage shall be repaired by THE GRANTEEES at their cost, with the understanding that THE GRANTEEES' obligations to repair damages within THE LOT 1 EASEMENT AREA shall be limited to the repair of such damages as THE GRANTEEES, their agents, employees or invited guests may cause to grass plantings (if such are planted, cultivated or maintained by or by order of THE OWNERS OF LOT 1), or to a leach field for septic effluent, or to any installations for the transmission of water, electricity, communications, or septic effluent installed and/or used and/or maintained by THE OWNERS OF LOT 1, or

Reference Material

SEP 10 2023

Planning Board Meeting

SEP 06 2023

Planning Board Meeting

BOOK 725 PAGE 336

GRADING EASEMENT: SHERMANS, SCHOENS AND RSEFA TO SHERMANS page 3
4-08

to any driveway constructed or structure erected by THE OWNERS OF LOT 1 or any plantings planted and maintained by THE OWNERS OF LOT 1 with the consent and permission of THE GRANTEEES as provided for in this Agreement,

RESERVING, however, to THE OWNERS OF LOT 1:
the right to cross and recross THE LOT 1 EASEMENT AREA on foot and/or in and/or on any vehicle (such right also extending to the agents, employees and guests of THE OWNERS OF LOT 1), also
the right to construct a driveway, also
the right to install and maintain a leach field for septic effluent in that area so designated on THE SUBDIVISION MAP, also
the right to install, maintain, and at their pleasure remove installations for the transmission of water, electricity, communications and septic effluent, also
the right to cultivate and use the ground thereon, provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and that, unless THE GRANTEEES give express prior written permission, which permission shall not unreasonably be withheld, no structure shall be erected, and no trees shall be grown, cultivated or harvested within THE LOT 1 EASEMENT AREA.

2) SCHOENS, as THE OWNERS OF LOT 2, do hereby grant and release unto THE GRANTEEES, their heirs, executors, administrators and assigns forever, a permanent easement and right of way with the right, privilege and authority to go on and over LOT 2 anywhere within an area extending a distance of 100 (one hundred) feet from the boundaries between LOT 2 and THE ROAD PARCEL on both the easterly and westerly sides of THE ROAD PARCEL (which entire area is hereinafter referred to as "THE LOT 2 EASEMENT AREA") to do survey work and such other work as may be required for the construction and maintenance of a road in THE ROAD PARCEL.

THE GRANTEEES' rights under this Easement shall specifically include, but not be limited to, the right to excavate and/or alter the grade of LOT 2 anywhere within THE LOT 2 EASEMENT AREA so as to provide acceptable slopes and grades within areas bordering any roadway which may be constructed in THE ROAD PARCEL. THE GRANTEEES shall have the permanent right to maintain said slopes.

PROVIDED, however, that THE GRANTEEES take, and order their agents or employees to take all reasonable care in the exercise of their rights under this agreement, so as to disrupt only minimally LOT 2; in particular it is noted that while THE LOT 2 EASEMENT AREA is one hundred feet wide, and while it is anticipated that alterations of grade within LOT 2 will in some locations be required up to the limits of THE LOT 2 EASEMENT AREA, in other locations, such extensive alterations of grade will not be required.

PROVIDED ALSO that THE GRANTEEES give THE OWNERS OF LOT 2 reasonable notice before entering LOT 2 in their exercise of their rights under this Agreement,

PROVIDED ALSO that any damage to LOT 2 caused by THE GRANTEEES, their agents, employees or invited guests in the exercise of their rights under this agreement shall be borne by THE GRANTEEES and any such damage shall be repaired by THE GRANTEEES at their cost, with the understanding that THE GRANTEEES' obligations to repair damages within THE LOT 2 EASEMENT AREA shall be limited to the repair of such damages as THE GRANTEEES, their agents, employees or invited guests may cause
to grass plantings (if such are planted, cultivated or maintained by or by order of THE OWNERS OF LOT 2), or
to a leach field for septic effluent, or
to any installations for the transmission of water, electricity, communications, or septic effluent installed and/or used and/or maintained by THE OWNERS OF LOT 2, or

GRADING EASEMENT: SHERMANS, SCHOENS AND RSEFA TO SHERMANS page 4
4-08

to any driveway constructed or structure erected by THE OWNERS OF LOT 1 or any plantings planted and maintained by THE OWNERS OF LOT 2 with the consent and permission of THE GRANTEES as provided for in this Agreement,

RESERVING, however, to THE OWNERS OF LOT 2:

the right to cross and recross THE LOT 2 EASEMENT AREA on foot and/or in and/or on any vehicle (such right also extending to the agents, employees and guests of THE OWNERS OF LOT 2), also
the right to construct a driveway, also
the right to install and maintain a leach field for septic effluent in that area so designated on THE SUBDIVISION MAP, also
the right to install, maintain, and at their pleasure remove installations for the transmission of water, electricity, communications and septic effluent, also
the right to cultivate and use the ground thereon, provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and that, unless THE GRANTEES give express prior written permission, which permission shall not unreasonably be withheld, no structure shall be erected, and no trees shall be grown, cultivated or harvested within THE LOT 2 EASEMENT AREA.

3) RSEFA does hereby grant and release unto THE GRANTEES, their heirs, executors, administrators and assigns forever, a permanent easement and right-of-way, with the right, privilege and authority to go on and over the LOT 3 anywhere within an area extending a distance of 100 (one hundred) feet from the boundary between LOT 3 and THE ROAD PARCEL (which area is hereinafter referred to as "THE LOT 3 EASEMENT AREA") to do survey work and such other work as may be required for the construction and maintenance of a road in THE ROAD PARCEL.

THE GRANTEES' rights under this Easement shall specifically include, but not be limited to, the right to excavate and/or alter the grade of the LOT 3 anywhere within THE LOT 3 EASEMENT AREA so as to provide acceptable slopes and grades within areas bordering any roadway which may be constructed in THE ROAD PARCEL. RSEFA grants to THE GRANTEES the permanent right to maintain said slopes.

PROVIDED, however, that any damage to LOT 3 caused by THE GRANTEES, their agents or employees in the exercise of their rights under this agreement shall be borne by THE GRANTEES and any such damage shall be repaired by THE GRANTEES at their cost, with the understanding that THE GRANTEES' obligations to repair damages within the limits of THE LOT 3 EASEMENT AREA shall be limited to the repair of such damages as THE GRANTEES, their agents or employees may cause to grass plantings (if such are planted, cultivated or maintained by or by order of RSEFA).

PROVIDED ALSO that THE GRANTEES take, and order their agents or employees to take all reasonable care in the exercise of their rights under this agreement, so as to disrupt only minimally LOT 3; in particular it is noted that while THE LOT 3 EASEMENT AREA is one hundred feet wide, it is anticipated that alterations of grade within LOT 3 will not be required beyond a maximum of approximately thirty feet from THE ROAD PARCEL boundary, and in many areas, no alteration of grade will be required at all.

RESERVING, however, to RSEFA:

the right to cross and recross on foot and/or in and/or on any vehicle THE LOT 3 EASEMENT AREA (such right also extending to RSEFA's agents, employees and guests), also
the right to cultivate and use the ground thereon, provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and that, unless THE GRANTEES give express permission, no structure shall be erected, and no trees shall be grown, cultivated or harvested within the limits of THE LOT 3 EASEMENT AREA.

Reference Material

SEP 06 2023

Planning Board Meeting

SEP 06 2023

Planning Board Meeting

GRADING EASEMENT: SHERMANS, SCHOENS AND RSEFA TO SHERMANS page 5
4-08

4) The covenants and agreements set forth herein shall run with the land and shall benefit and burden the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

IN PRESENCE OF:

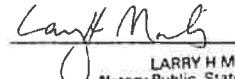
	
	ROLAND SHERMAN
	
	SANDRA SHERMAN
	
	PETER D. SCHOEN
	
	GENELL SCHOEN

THE RUDOLF STEINER EDUCATIONAL
AND FARMING ASSOCIATION, INC.
BY:

 CHRISTOPH MEIER, CO-TREASURER

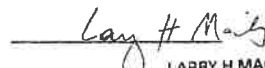
STATE OF NEW YORK
COUNTY OF COLUMBIA
SS:

On this 9th day of April, 1993, before me the subscriber personally appeared ROLAND SHERMAN, to me personally known and known to me to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.


LARRY H MACHIZ
Notary Public, State of New York
No. 4708981
Qualified in Columbia County
Commission Expires March 30, 1995

STATE OF NEW YORK
COUNTY OF COLUMBIA
SS:

On this 9th day of April, 1993, before me the subscriber personally appeared SANDRA SHERMAN, to me personally known and known to me to be the same person described in and who executed the within instrument, and she acknowledged to me that she executed the same.


LARRY H MACHIZ
Notary Public, State of New York
No. 4708981
Qualified in Columbia County
Commission Expires March 30, 1995

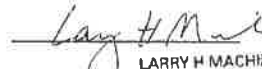
GRADING EASEMENT: SHERMANS, SCHOENS AND RSEFA TO SHERMANS page 6
4-08

STATE OF NEW YORK

SS:

COUNTY OF COLUMBIA

On this 9th day of April, 1993, before me the subscriber personally appeared PETER D. SCHOEN, to me personally known and known to me to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.


LARRY H MACHIZ
Notary Public, State of New York
No. 4708981
Qualified in Columbia County
Commission Expires March 30, 1995

STATE OF NEW YORK

SS:

COUNTY OF COLUMBIA

On this 9th day of April, 1993, before me the subscriber personally appeared GENELL SCHOEN, to me personally known and known to me to be the same person described in and who executed the within instrument, and she acknowledged to me that she executed the same.

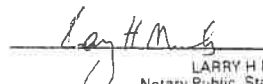

LARRY H MACHIZ
Notary Public, State of New York
No. 4708981
Qualified in Columbia County
Commission Expires March 30, 1995

STATE OF NEW YORK

SS:

COUNTY OF COLUMBIA

On this 9th day of April, 1993, before me personally came CHRISTOPH MEIER, to me personally known, who, being by me duly sworn, did depose and say that he resides in MAN HILL RD, GHEENT, NY, that he is the CO-TREASURER of THE RUDOLF STEINER EDUCATIONAL AND FARMING ASSOCIATION, INC., the corporation described in, and which executed the within instrument, and that he signed his name thereto by order of the Board of Directors of said Corporation.


LARRY H MACHIZ
Notary Public, State of New York
No. 4708981
Qualified in Columbia County
Commission Expires March 30, 1995

Reference Material

SEP 06 2023

Planning Board Meeting

BOOK 725 PAGE 340

COLUMBIA COUNTY CLERK'S OFFICE
COURTHOUSE, HUDSON, NY 12534
(518) 828-3339

Reference Material

SEP 06 2023

** RECORDING PAGE **

Planning Board Meeting

Type of Instrument:	EASEMENT	Recorded:	4/13/1993
Recording Fee:	\$ 23.00	At:	12:13 PM
Location:	VARIOUS	In Liber:	0725
		Of:	DEED
Control No: 9304130100		At Page:	0334

EXAMINED AND CHARGED AS FOLLOWS:

Transfer
Amount: \$.00

Mortgage
Amount: \$.00

Tax received on above Deed:

Tax received on above Mortgage:

Total: \$.00
TT No. 93001678

		Exempt
Basic:	.00	NO
Additional:	.00	NO
Special Add:	.00	NO
Total:	\$.00	
MT No.		

(THIS PAGE IS PART OF THE INSTRUMENT)



JOHN C. HILLIARD
COLUMBIA COUNTY CLERK

SHERMAN, ROLAND
SHERMAN, ROLAND

3-09

DRAINAGE EASEMENT

THIS AGREEMENT made this 9th day of ^{April}~~March~~, Nineteen Hundred and Ninety-Three,

BETWEEN

ROLAND SHERMAN and SANDRA SHERMAN, his wife, residing at and whose mailing address is RD 2 Box 237, Ghent, New York 12075, who as the Grantors of certain interests by this instrument are hereinafter referred to as "GRANTORS", and

AND

APR 30 1993

Rtl→

ROLAND SHERMAN and SANDRA SHERMAN, his wife, residing at and whose mailing address is RD 2 Box 237, Ghent, New York 12075, who as the Grantees of certain interests by this instrument are hereinafter referred to as "GRANTEES",

WITNESSETH:

WHEREAS GRANTORS own that lot, tract or parcel of land located in the Town of Hillsdale, Columbia County, New York which is designated as "Lot 1" on a map prepared by Robert J. Ihlenburg dated October 11, 1988, revised March 23, 1992 and titled: "Private Roadway Subdivision and Boundary Adjustments by Roland W. Sherman", approved by the Town of Hillsdale Planning Board December 3, 1992, and approved by the Town of Austerlitz Planning Board on December 9, 1992 and filed in the Office of the Clerk of Columbia County, New York, as map number 93-23, which map is hereinafter referred to as "THE 1992 SUBDIVISION MAP", which property was conveyed to GRANTORS by deed of Peter D. Schoen and Genell Schoen, his wife, and of the Rudolf Steiner Educational and Farming Association, Inc. on this same date, and which property is hereinafter referred to as "LOT 1", and

WHEREAS GRANTEES own all that lot, tract or parcel of land containing all those areas designated on THE 1992 SUBDIVISION MAP as "ROAD PARCEL" "FOREVER GREEN" "60' wide roadway" "HOME OWNERS" "Home Owners Association" "60' wide right of way", which parcel was conveyed to GRANTEES by deed of Roland Sherman and Sandra Sherman, his wife, of Peter D. Schoen and Genell Schoen, his wife and of the Rudolf Steiner Educational and Farming Association, Inc. on this same date, and which entire parcel is hereinafter referred to as "THE ROAD PARCEL", and

WHEREAS a present or future owner of THE ROAD PARCEL may desire to construct or improve a road within the THE ROAD PARCEL, in order to provide access from Columbia County Route 21 to LOT 1, and/or to other properties lying generally to the north of LOT 1, and

WHEREAS the construction and maintenance of such a road may require the discharge of surface water, ground water or run-off water over certain areas of LOT 1, and

WHEREAS GRANTORS are willing to allow such work to be done provided such work creates minimal disturbance to LOT 1, and

NOW THEREFORE, in consideration of the premises and One Dollar lawful money of the United States and other good and valuable consideration paid by THE GRANTEES to THE GRANTORS, the parties hereto agree as follows:

Reference Material

SEP 06 2023

Planning Board Meeting

BOOK 725 PAGE 348


SEP 08 2023
Planning Board Meeting

DRAINAGE EASEMENT: SHERMANS TO SHERMANS

page 2

- 1) GRANTORS, as the owners of LOT 1, do hereby grant and release unto GRANTEES, as the owners of THE ROAD PARCEL, their heirs, executors, administrators and assigns forever, a permanent easement and right of way with the right, privilege and authority to go on and over LOT 1 anywhere within that area shown on THE 1992 SUBDIVISION MAP as "DRAINAGE EASEMENT "C" ", which area is hereinafter referred to as "THE DRAINAGE EASEMENT AREA", to do such work as may be required for the construction, installation, alteration and maintenance of facilities for the drainage and discharge of ground water, surface water and/or run-off water from THE ROAD PARCEL over, under and/or through THE DRAINAGE EASEMENT AREA and onto LOT 1 in that area between THE DRAINAGE EASEMENT AREA and Columbia County Route 21 in which water normally flows into a culvert under Columbia County Route 21.
- 2) GRANTEES' rights under this Easement shall specifically include, but not be limited to, the right to excavate and/or alter the grade of LOT 1 anywhere within THE DRAINAGE EASEMENT AREA.
- 3) GRANTEES shall have the permanent right to drain and discharge ground water, surface water and/or run-off water from THE ROAD PARCEL over, under and/or through THE DRAINAGE EASEMENT AREA and onto LOT 1 in that area between THE DRAINAGE EASEMENT AREA and Columbia County Route 21 in which water normally flows into a culvert under Columbia County Route 21.
- 4) PROVIDED, however, that GRANTEES take, and order their agents or employees to take all reasonable care in the exercise of their rights under this agreement, so as to disrupt only minimally LOT 1.
- 5) PROVIDED ALSO that GRANTEES give GRANTORS reasonable notice before entering LOT 1 in their exercise of their rights under this Agreement,
- 6) PROVIDED ALSO that GRANTEES shall be responsible for the maintenance of any ground cover and/or other vegetation within THE DRAINAGE EASEMENT AREA,
- 7) PROVIDED ALSO that any damage to LOT 1 caused by GRANTEES, their agents, employees or invited guests in the exercise of their rights under this agreement shall be borne by GRANTEES and any such damage shall be repaired by GRANTEES at their cost, with the understanding that GRANTEES' shall have no obligations to repair damages within THE DRAINAGE EASEMENT AREA.
- 8) RESERVING, however, to GRANTORS:
the right to cross and recross THE DRAINAGE EASEMENT AREA on foot and/or in and/or on any vehicle (such right also extending to the agents, employees and guests of GRANTORS), provided that the exercise of this right shall in no way interfere with or limit the rights of GRANTEES under this agreement.
- 9) The covenants and agreements set forth herein shall run with the land and shall benefit and burden the heirs, administrators, executors and assigns of the parties hereto.
- IN WITNESS WHEREOF, GRANTORS and GRANTEES have duly executed this agreement the day and year first above written.

IN PRESENCE OF:


ROLAND SHERMAN
SANDRA SHERMAN

DRAINAGE EASEMENT: SHERMANS TO SHERMANS

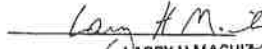
page 3

STATE OF NEW YORK

SS:

COUNTY OF COLUMBIA

On this ¹⁴ day of April, 1993, before me the subscriber personally appeared ROLAND SHERMAN, to me personally known and known to me to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.



LARRY H MACHIZ
Notary Public, State of New York
No. 4708981
Qualified in Columbia County
Commission Expires March 30, 1995

STATE OF NEW YORK

SS:

COUNTY OF COLUMBIA

On this ^{9th} day of April, 1993, before me the subscriber personally appeared SANDRA SHERMAN, to me personally known and known to me to be the same person described in and who executed the within instrument, and she acknowledged to me that she executed the same.


LARRY H MACHIZ
Notary Public, State of New York
No. 4708981
Qualified in Columbia County
Commission Expires March 30, 1995

Reference Material

SEP 06 2023

Planning Board Meeting

BOOK 725 PAGE 350

COLUMBIA COUNTY CLERK'S OFFICE
COURTHOUSE, HUDSON, NY 12534
(518) 828-3339

Reference Material

SEP 06 2023

** RECORDING PAGE **

Planning Board Meeting

Type of Instrument:	EASEMENT	Recorded:	4/13/1993
Recording Fee:	\$ 14.00	At:	12:13 PM
Location:	VARIOUS	In Liber:	0725
		Of:	DEED
Control No: 9304130102		At Page:	0347

EXAMINED AND CHARGED AS FOLLOWS:

Transfer Amount:	\$.00	Mortgage Amount:	\$.00
Tax received on above Deed:		Tax received on above Mortgage:	
		Exempt	
		Basic:	.00 NO
		Additional:	.00 NO
		Special Add:	.00 NO
Total:	\$.00	Total:	\$.00
TT No.	93001680	MT No.	
		Exempt	NO

(THIS PAGE IS PART OF THE INSTRUMENT)



JOHN C. HILLIARD
COLUMBIA COUNTY CLERK

SHERMAN, ROLAND
SHERMAN, ROLAND

3-17

SEWER LINE EASEMENT

THIS AGREEMENT made this ^{9th} day of ^{April} ~~March~~, Nineteen Hundred and Ninety-Three,

BETWEEN

ROLAND SHERMAN and SANDRA SHERMAN, his wife, residing at and whose mailing address is RD 2 Box 237, Ghent, New York 12075, who as the Grantors of certain interests by this instrument are hereinafter referred to as "GRANTORS", and

R+R → APR 30 1993

ROLAND SHERMAN and SANDRA SHERMAN, his wife, residing at and whose mailing address is RD 2 Box 237, Ghent, New York 12075, who as the Grantees of certain interests by this instrument are hereinafter referred to as "GRANTEES",

WITNESSETH:

WHEREAS GRANTORS own all that lot, tract or parcel of land containing all those areas designated as "ROAD PARCEL" "FOREVER GREEN" "60' wide roadway" "HOME OWNERS" "Home Owners Association" "60' wide right of way", on a map prepared by Robert J. Ihlenburg dated October 11, 1988, revised March 23, 1992 and titled: "Private Roadway Subdivision and Boundary Adjustments by Roland W. Sherman", approved by the Town of Hillsdale Planning Board December 3, 1992, and approved by the Town of Austerlitz Planning Board on December 9, 1992 and filed in the Office of the Clerk of Columbia County, New York, as map number 93-23, which map is hereinafter referred to as "THE 1992 SUBDIVISION MAP", which parcel was conveyed to GRANTORS by deed of Roland Sherman and Sandra Sherman, his wife, of Peter D. Schoen and Genell Schoen, his wife, and of the Rudolf Steiner Educational and Farming Association, Inc. on this same date, and which entire parcel is hereinafter referred to as "THE ROAD PARCEL", and

WHEREAS GRANTEES own that lot, tract or parcel of land located in the Town of Hillsdale, Columbia County, New York which is designated as "Lot 1" on THE 1992 SUBDIVISION MAP which property was conveyed to GRANTEES by deed of Peter D. Schoen and Genell Schoen, his wife, and of the Rudolf Steiner Educational and Farming Association, Inc. on this same date, and which property is hereinafter referred to as "LOT 1", and

WHEREAS a present or future owner of LOT 1 may desire to construct, alter or maintain a sewer line between that portion of LOT 1 which lies east of THE ROAD PARCEL (hereinafter referred to as "the East Portion of LOT 1") and that portion of LOT 1 which lies to the west of THE ROAD PARCEL (hereinafter referred to as "the West Portion of LOT 1"), and

WHEREAS GRANTORS are willing to allow such construction, alteration and maintenance work to be done provided such work creates minimal disturbance to THE ROAD PARCEL,

NOW THEREFORE, in consideration of the premises and One Dollar lawful money of the United States and other good and valuable consideration paid by THE GRANTEES to THE GRANTORS, the parties hereto agree as follows:

Reference Material

SEP 06 2023

Planning Board Meeting

SEWER LINE EASEMENT: SHERMANS TO SHERMANS

page 2

- 1) GRANTORS, as the owners of THE ROAD PARCEL, do hereby grant and release unto GRANTEES, as the owners of LOT 1, their heirs, executors, administrators and assigns forever, a permanent easement and right of way with the right, privilege and authority to go on and over THE ROAD PARCEL anywhere within that area shown on THE 1992 SUBDIVISION MAP as "SEWER LINE EASEMENT", which area is hereinafter referred to as "THE SEWER LINE EASEMENT AREA", to do such work as may be required for the construction, installation, alteration and maintenance of facilities for the underground transmission of septic effluent from the Eastern Portion of LOT 1 to the Western Portion of LOT 1.
- 2) GRANTEES' rights under this Easement shall specifically include, but not be limited to, the right to excavate anywhere within THE SEWER LINE EASEMENT AREA.
- 3) GRANTEES shall have the permanent right to transmit septic effluent underground under and through THE SEWER LINE EASEMENT AREA from the Eastern Portion of LOT 1 to the Western Portion of LOT 1.
- 4) PROVIDED, however, that GRANTEES take, and order their agents or employees to take all reasonable care in the exercise of their rights under this agreement, so as to disrupt only minimally THE ROAD PARCEL and its use.
- 5) PROVIDED ALSO that GRANTEES give GRANTORS reasonable notice before entering THE ROAD PARCEL in their exercise of their rights under this Agreement,
- 6) PROVIDED ALSO that all installations of GRANTEES in the easement and right of way be and remain entirely underground,
- 7) PROVIDED ALSO that after any excavation or disturbance of the grade of the easement and right of way by GRANTEES, their agents, employees or invited guests, GRANTEES shall restore the grade of the easement and right of way to its prior condition,
- 8) PROVIDED ALSO that any damage to THE ROAD PARCEL caused by GRANTEES, their agents, employees or invited guests in the exercise of their rights under this agreement shall be borne by GRANTEES and any such damage shall be repaired by GRANTEES at their cost, with the understanding that GRANTEES' obligations to repair damages within the limits of the easement and right of way shall be limited to the restoration of the grade as described above and the repair of such damages as GRANTEES, their agents, employees or invited guests may cause:
 - to grass plantings (if such are planted, cultivated or maintained by or by order of GRANTORS, their heirs, executors, administrators, or assigns), and
 - to any overground or underground utility lines which have been or which may be installed within THE ROAD PARCEL,
 - to any road, roadway or driveway which has been or which may be constructed within THE ROAD PARCEL,
 - to any drainage ditches or other drainage facilities which have been constructed and maintained within THE ROAD PARCEL,
 - to any guardrails, mailboxes or fences which have been or which may be installed or erected within THE ROAD PARCEL,
- 9) RESERVING, however, to GRANTORS:
 - the right to cross and recross THE SEWER LINE EASEMENT AREA on foot and/or in and/or on any vehicle (such right also extending to the agents, employees and guests of GRANTORS, and such right also extending also to any and all parties who may have or to whom GRANTORS may assign or otherwise convey rights of way, ingress and egress over THE ROAD PARCEL), provided that the exercise of this right shall in no way interfere with or limit the rights of GRANTEES under this agreement, also
 - the right to install and maintain electrical and/or telephone and/or other utility lines overground and/or underground in said easement and right of way, also

Reference Material

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Planning Board Meeting

SEWER LINE EASEMENT: SHERMANS TO SHERMANS

page 3

the right to construct, maintain and use without limitation of any kind a road or roadway or driveway over and across said easement and right of way, also

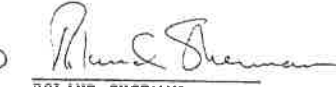
the right to cultivate and use the ground thereon, provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and that no structure shall be erected, and no trees shall be grown, cultivated or harvested within the limits of the easement and right of way.


10) The covenants and agreements set forth herein shall run with the land and shall benefit and burden the heirs, administrators, executors and assigns of the parties hereto.

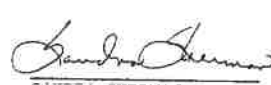
IN WITNESS WHEREOF, GRANTORS and GRANTEEES have duly executed this agreement the day and year first above written.

IN PRESENCE OF:


ROLAND SHERMAN


SANDRA SHERMAN


ROLAND SHERMAN


SANDRA SHERMAN

STATE OF NEW YORK

SS:

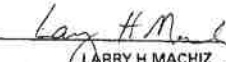
COUNTY OF COLUMBIA

On this 9th day of April, 1993, before me the subscriber personally appeared ROLAND SHERMAN, to me personally known and known to me to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.


STATE OF NEW YORK

SS:

COUNTY OF COLUMBIA


LARRY H. MACHIZ
Notary Public, State of New York
No. 4708981
Qualified in Columbia County
Commission Expires March 30, 1995

On this 9th day of April, 1993, before me the subscriber personally appeared SANDRA SHERMAN, to me personally known and known to me to be the same person described in and who executed the within instrument, and she acknowledged to me that she executed the same.


LARRY H. MACHIZ
Notary Public, State of New York
No. 4708981
Qualified in Columbia County
Commission Expires March 30, 1995

Reference Material

SEP 06 2023

Planning Board Meeting

BOOK 726 PAGE 4

COLUMBIA COUNTY CLERK'S OFFICE
COURTHOUSE, HUDSON, NY 12534
(518) 828-3339

Reference Material

SEP 08 2023

** RECORDING PAGE **

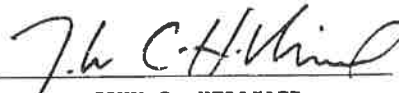
Planning Board Meeting

Type of Instrument:	EASEMENT	Recorded:	4/13/1993
Recording Fee:	\$ 14.00	At:	12:13 PM
Location:	VARIOUS	In Liber:	0726
		Of:	DEED
Control No: 9304130103		At Page:	0001

EXAMINED AND CHARGED AS FOLLOWS:

Transfer Amount:	\$.00	Mortgage Amount:	\$.00
Tax received on above Deed:		Tax received on above Mortgage:	
		Exempt	
		Basic:	.00 NO
		Additional:	.00 NO
		Special Add:	.00 NO
Total:	\$.00	Total:	\$.00
TT No. 93001681	Exempt NO	MT No.	

(THIS PAGE IS PART OF THE INSTRUMENT)



JOHN C. HILLIARD
COLUMBIA COUNTY CLERK

SHERMAN, ROLAND
SHERAMN, ROLAND

11-10

RIGHT-OF-WAY, ROAD ACCESS AND LAND USE AGREEMENT
DECLARATION OF COVENANTS AND RESTRICTIONS
AFFECTING CERTAIN PREMISES CONVEYED BY ROLAND SHERMAN AND
SANDRA SHERMAN TO THE RUDOLF STEINER EDUCATIONAL AND
FARMING ASSOCIATION, INC. ON NOVEMBER 23, 1988

AGREEMENT, made this 23rd day of November, 1988, by and between ROLAND SHERMAN AND SANDRA SHERMAN, residing at and whose mailing address is RD 2 Box 237, Ghent, New York 12075 (hereinafter referred to as "SHERMANS"), and the Rudolf Steiner Educational and Farming Association, Inc., a corporation organized under the laws of the State of New York and having its principal place of business at Harlemville, Columbia County, New York, and whose mailing address is RD 2 Box 225, Ghent, New York 12075 (hereinafter referred to as "THE RUDOLF STEINER EFA, INC."),

WHEREAS, THE RUDOLF STEINER EFA, INC. has on this date acquired property from SHERMANS, which property (hereinafter referred to as "the RUDOLF STEINER EFA, INC. property") consists of 16.449 acres located in the Town of Hillsdale and the Town of Austerlitz, Columbia County, New York, and is shown as Parcel 3 on a map prepared by Robert J. Ihlenburg dated October 5, 1988 and titled: "Minor Subdivision by: Roland W. Sherman, Agent for P. Manning Goodwin" (hereinafter referred to as "the subdivision map"), which map was approved by the Town of Hillsdale Planning Board on October 6, 1988, and which map was filed in the Office of the Clerk of Columbia County on October 13, 1988; which property was acquired together with a certain right-of-way over an adjoining parcel (Parcel 2 on the subdivision map), and

WHEREAS, SHERMANS wish to have the right to change the location of the existing access to the RUDOLF STEINER EFA, INC. property from Route 21 and to grant the RUDOLF STEINER EFA, INC. a right-of-way over additional areas, and

WHEREAS, SHERMANS own, in association with others, a tract of land (hereinafter referred to as "lands of SHERMANS et al."), which premises are located in the Town of Austerlitz, Columbia County, New York, approximately 0.4 mile north of Columbia County Route 21 and bordering the RUDOLF STEINER EFA, INC. property, and which premises were conveyed to SHERMANS and others by deed of Ruth Adams dated June 29, 1987 and recorded July 8, 1987 in Liber 601 of Deeds at page 968), and

WHEREAS, SHERMANS wish to hold certain rights of way, access, ingress and egress over the THE RUDOLF STEINER EFA, INC. property from Columbia County Route 21 to the lands of SHERMANS et al., and to such parcels as they may subdivide out of these premises, including the right to construct a road meeting the Town road specifications of the Town of Hillsdale and/or the Town of Austerlitz, and

Reference Material

SEP 06 2023

Planning Board Meeting

RIGHT OF WAY AGREEMENT (11-10) RSEFA, INC.

PAGE 2

WHEREAS, SHERMANS also wish to hold rights of way, access, ingress and egress to other lands beyond the lands of SHERMANS et al., free from any possible claims of overburdenment of a roadway which exists or which SHERMANS may construct or improve over the RUDOLF STEINER EFA, INC. property, and

WHEREAS, SHERMANS wish to establish certain land use restrictions with respect to the RUDOLF STEINER EFA, INC. property, and

WHEREAS, THE RUDOLF STEINER EFA, INC. is willing to accept such land use restrictions and to grant to SHERMANS such rights,

W I T N E S S E T H :

1) THE RUDOLF STEINER EFA, INC. grants to SHERMANS unlimited rights of way, access, ingress and egress for pedestrian and vehicular traffic over the THE RUDOLF STEINER EFA, INC. property in that area labeled "right of way area," hereinafter referred to as the "RIGHT OF WAY AREA", on a map prepared by Robert J. Ihlenburg, titled "Right of Way Easement Area Map, Roland W. Sherman", dated October 11, 1988, and revised October 28, 1988 (with respect to the Lot 3 ROW line), hereinafter referred to as "the right-of-way map", which map was filed in the Office of the Clerk of Columbia County on the same date as this Agreement, said RIGHT OF WAY AREA extending from Columbia County Route 21 and the boundary between Parcels 2 and 3 to the boundary between Parcel 3 and the lands of SHERMANS et al., it being understood that SHERMANS may convey such rights of way, access, ingress and egress as an appurtenance to any and all parcels which they and/or their associates may subdivide out of the lands of SHERMANS et al. and convey to the owner or owners of such parcels, as well as to any parcels or premises (of any number) beyond the lands of SHERMANS et al. to which SHERMANS may choose to convey such rights; such rights shall be in perpetuity. The RUDOLF STEINER EFA, INC. explicitly agrees that it shall never attempt to restrict the rights which are herein granted by any means, including, but not limited to, any claims of overburdenment.

2) SHERMANS may, at their sole discretion, construct, improve, or cause to be constructed or improved any roadway anywhere within said RIGHT OF WAY AREA.

3) THE RUDOLF STEINER EFA, INC. further agrees that SHERMANS may undertake or initiate as its agent such applications and/or procedures as may be necessary to obtain governmental permission and approval for such a roadway, and to cooperate with SHERMANS in such undertakings or initiatives, the costs of any such applications and/or procedures to be paid by SHERMANS.

4) THE RUDOLF STEINER EFA, INC. agrees to allow SHERMANS the use of gravel and other fill material presently on the RIGHT OF WAY AREA.

Reference Material

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Planning Board Meeting

RIGHT OF WAY AGREEMENT (11-10) RSEFA, INC.

PAGE 3

5) It is agreed that the right-of-way in common with others granted by SHERMANS to the RUDOLF STEINER EFA, INC. by deed of this date over an existing road (driveway) located partially on Parcel 2 and partially on Parcel 3 as shown on the subdivision map shall terminate at such time as SHERMANS construct an access road or driveway of substantially equal or better quality which provides access to the RUDOLF STEINER EFA, INC. property from County Route 21. In the event such a roadway is constructed, SHERMANS hereby grant the right to unlimited use in common with others of such a roadway to the RUDOLF STEINER EFA, INC. as an appurtenance to the RUDOLF STEINER EFA, INC. property.

6) THE RUDOLF STEINER EFA, INC. agrees upon written request by SHERMANS to convey by deed, in consideration of mutual agreements made on the date of this agreement and without further consideration of any kind, to SHERMANS or to the Town of Hillsdale or to the Town of Austerlitz or to any other party or parties which SHERMANS may at their sole discretion designate all or part (to be determined by SHERMANS at their sole discretion) of the RIGHT OF WAY AREA located on the RUDOLF STEINER EFA, INC. property, including such areas as may be located outside of the roadway itself, it being understood that such conveyance shall be free of any claims or restrictions of any kind regarding the use of the areas conveyed, including, but not limited to, any use of a roadway by any party or parties, it being further understood that the RUDOLF STEINER EFA, INC. shall continue to have only the rights described in Paragraph 5, unless such roadway is dedicated to a municipality, in which case even such rights shall be terminated. In the event that SHERMANS make written request to convey such deed and the RUDOLF STEINER EFA, INC. fails to deliver an executed deed within ten days of personal service of such written request, together with the proposed deed, upon an officer of the RUDOLF STEINER EFA, INC., then, in that event, SHERMANS may file such notice together with the proposed deed and affidavit of service in the Columbia County Clerk's Office, in which case the premises described in such deed shall revert immediately upon such filing to SHERMANS.

7) SHERMANS shall have the right to install or cause to be installed and to maintain utility poles and lines anywhere in the RIGHT OF WAY AREA.

8) SHERMANS and their authorized agents shall have the right to go on and over the RUDOLF STEINER EFA, INC. property to do survey work and such other work as may be required for the completion of the terms of this agreement, including such work as may be reasonably necessary for the construction of a road in the RIGHT OF WAY AREA. SHERMANS agree to repair at their own cost any resulting damage to the RUDOLF STEINER EFA, INC. property outside of the RIGHT OF WAY AREA.

9) THE RUDOLF STEINER EFA, INC. agrees not to encumber in any way the RIGHT OF WAY AREA. Any instrument purporting to create an encumbrance shall be deemed null and void.

Reference Material

SEP 06 2023

Planning Board Meeting

RIGHT OF WAY AGREEMENT (11-10) RSEFA, INC.

PAGE 4

10) It is explicitly agreed that under the terms of the present agreement SHERMANS are under no obligation to the RUDOLF STEINER EFA, INC. to improve, construct or maintain a roadway within any part of the RIGHT OF WAY AREA, and the RUDOLF STEINER EFA, INC. is under no obligation to SHERMANS or others having rights of way over the RIGHT OF WAY AREA to improve, construct or maintain a roadway in the portion of the RIGHT OF WAY AREA located on the the RUDOLF STEINER EFA, INC. property.

11) SHERMANS hereby declare their desire and intention to place any roadway that they may construct, improve or cause to be constructed or improved as close as practicable to the western edge of the RIGHT OF WAY AREA, so as to leave maximum area available in the adjoining field for agricultural use; but because Town road specifications and other unforeseen circumstances may require placement of the roadway along the eastern boundary of the RIGHT OF WAY AREA, THE RUDOLF STEINER EFA, INC. explicitly agrees that the placement of a roadway within the RIGHT OF WAY AREA shall be at SHERMANS' sole discretion.

12) THE RUDOLF STEINER EFA, INC. agrees that the RUDOLF STEINER EFA, INC. property will not be further subdivided without the written consent of SHERMANS and that it will remain exclusively in agricultural use, except that a single residence for not more than two families may be constructed on the RUDOLF STEINER EFA, INC. property subject to the following conditions: the location of such a residence must be approved by SHERMANS, and in any case, such a residence may not be located within 100 feet of LINE A or east of the RIGHT OF WAY AREA as shown on the right-of-way map.

13) THE RUDOLF STEINER EFA, INC. agrees that any structure, fence or windbreak constructed or planted east of the RIGHT OF WAY AREA and north of LINE A will be and will remain less than 10 feet tall and at least 100 feet from the lands of SHERMANS et al.

14) SHERMANS covenant and agree that they shall protect, save and hold the RUDOLF STEINER EFA, INC. harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any law or ordinance arising from the conduct or management of SHERMANS' business or from any work or thing whatsoever done by SHERMANS or their authorized agents or employees in the RIGHT OF WAY AREA on the RUDOLF STEINER EFA, INC. property, and that they shall save and hold the RUDOLF STEINER EFA, INC. harmless and indemnified against and from all claims, loss, damage or expense arising out of any accident or other occurrence on or about the RIGHT OF WAY AREA resulting from any work or thing whatsoever done by SHERMANS or their authorized agents or employees on or about the RIGHT OF WAY AREA on the RUDOLF STEINER EFA, INC. PROPERTY.

15) SHERMANS' and THE RUDOLF STEINER EFA, INC.'s rights and obligations under this agreement shall run with the RUDOLF STEINER EFA, INC. property and shall inure to the benefit of and bind distributees, heirs, executors, administrators, successors and assigns of SHERMANS and the successors and assigns of THE RUDOLF STEINER EFA, INC..

Reference Material

SEP 06 2023

Planning Board Meeting

RIGHT OF WAY AGREEMENT (11-10) RSEFA, INC.

PAGE 5

16) SHERMANS may at their sole discretion assign their rights and obligations under this agreement to the party or parties of their choice.

17) In the event that either party to this agreement commences an action or proceeding to enforce any of the terms hereof, the successful party shall be reimbursed his reasonable attorney's fees by the other party.

18) This agreement may not be changed or cancelled except in writing mutually agreeable to the parties.

IN WITNESS WHEREOF, this Agreement has been signed the day and year first above written.

IN PRESENCE OF:

THE RUDOLF STEINER EDUCATIONAL
AND FARMING ASSOCIATION, INC.

by:

Roland Sherman
ROLAND SHERMAN

Sandra Sherman
SANDRA SHERMAN



STATE OF NEW YORK
COUNTY OF COLUMBIA SS:

On this 29th day of NOVEMBER, 1988, before me personally came RENATE REISS, to me personally known, who, being by me duly sworn, did depose and say that he resides in CLAYBORNE, N.Y., that he is the SECRETARY of THE RUDOLF STEINER EDUCATIONAL AND FARMING ASSOCIATION, INC., the corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed name thereto by like order.

Victor M. Meyers

VICTOR M. MEYERS
Notary Public, State of New York
Qualified Columbia County, #4510766
Commission Expires Oct. 31, 1989

Reference Material

SEP 06 2023

Planning Board Meeting

RIGHT OF WAY AGREEMENT (11-10) RSEFA, INC.

PAGE 6

STATE OF NEW YORK
COUNTY OF COLUMBIA SS:

On this 23rd day of NOVEMBER, 1988, before me the subscriber personally appeared ROLAND SHERMAN, to me personally known and known to me to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

[Signature]

STATE OF NEW YORK
COUNTY OF COLUMBIA SS:

On this 23rd day of NOVEMBER, 1988, before me the subscriber personally appeared SANDRA SHERMAN, to me personally known and known to me to be the same person described in and who executed the within instrument, and she acknowledged to me that she executed the same.

[Signature]

VICTOR M. MEYERS
Notary Public, State of New York
Qualified Columbia County, #4510766
Commission Expires Oct. 31, 1989

VICTOR M. MEYER
Notary Public, State of New York
Qualified Columbia County, #4510766
Commission Expires Oct. 31, 1989

JAN 13 1989

R/R Victor Meyers Esq.

Report, Meyers, Griffen & Whitbeck

436 Union St.

Hudson, N.Y. 12534

Reference Material

SEP 06 2023

Planning Board Meeting

State of New York } ss.
Columbia County Clerk's Office

Recorded on the 29th day of November

19 88 at 2:17 P.M. in Liber No. 614

of Deeds

[Signature] and examined,
Clerk