

MINUTES OF THE SPECIAL MEETING AND WORKSHOP OF THE HYDE PARK TOWN BOARD, HELD AT TOWN HALL, 4383 ALBANY POST ROAD, HYDE PARK, NEW YORK, 12538, ON TUESDAY, JUNE 13, 2017 AT 7:00 PM

PRESENT:

SUPERVISOR AILEEN ROHR  
COUNCILWOMAN EMILY SVENSON  
COUNCILMAN DAVID RAY  
COUNCILMAN JOSEPH MARRINE  
COUNCILMAN KENNETH SCHNEIDER  
ATTORNEY TO THE TOWN WARREN S. REPLANSKY  
DEPUTY TOWN CLERK PATRICIA COADY-CULLEN

ABSENT:

TOWN CLERK DONNA McGROGAN

Supervisor Rohr called the meeting to order with the Pledge of Allegiance to the flag.

The Town Board entered workshop and discussed the following:

- 1) Cell Tower Lease / Verizon

MOTION: Councilman Schneider  
SECOND: Councilman Ray

To add Resolution 6:13 – 4 of 2017, a Resolution Authorizing Emergency Repairs of a Water Valve Located at Hackett Hill.

VOICE VOTE: 5 – 0 CARRIED

PUBLIC COMMENT: none

**RESOLUTION 6:13 – 1 OF 2017**

**RESOLUTION APPROVING A REQUEST FROM THE CULINARY INSTITUTE OF AMERICA TO CONDUCT A FIREWORKS DISPLAY**

**WHEREAS**, the Town Board of the Town of Hyde Park received an application pursuant to Penal Law §405 from the Culinary Institute of America to conduct a fireworks display on the evening of June 24, 2017, at approximately 9:00 p.m., on the campus of the Culinary Institute of America, in conjunction with the Culinary Institute's annual tribute to the American Spirit: Stars and Stripes Weekend (June 23-25, 2017); and

**WHEREAS**, the application addresses all of the requirements of Penal Law §405; and

**WHEREAS**, the Town Board has reviewed the application and accompanying documents received on or about June 02, 2017, copies of which are on file with the Town Clerk; and

**WHEREAS**, the applicant has notified the Town of Hyde Park, the Chief of Police, the Fire Chief of the Roosevelt Fire District and the New York State Police of the date of the fireworks display to be held on June 24, 2017, who will be working with on-campus safety personnel to insure that all necessary and prudent safety precautions are in place for the conduct of the said fireworks display.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Hyde Park does hereby approve the application submitted for a fireworks

display to be held in conjunction with the Culinary Institute of America's Stars and Stripes weekend on June 24, 2017 at approximately 9:00 p.m.; and

**BE IT FURTHER RESOLVED**, that this approval is subject to the conditions set forth in the applicant's letter for approval and accompanying submissions, dated June 2, 2017, and the requirements of Penal Law §405.

MOTION: Councilwoman Svenson

SECOND: Councilman Ray

VOICE VOTE: 5 – 0 CARRIED

### **RESOLUTION 6:13 – 2 OF 2017**

#### **RESOLUTION AUTHORIZING THE HYDE PARK TOWN BOARD'S SUPPORT OF THE HUDSON RIVER SLOOP CLEARWATER'S SAIL TO WASHINGTON, DC TO MAINTAIN CLEAN WATER AND OTHER ENVIRONMENTAL PROTECTIONS**

**WHEREAS**, in 1970 Pete Seeger and the Hudson River Sloop *Clearwater* helped turn the tide in favor of enacting the 1972 Clean Water Act by sailing the *Clearwater* to Washington, DC and organizing an historic Capitol Hill forum on the need for federal clean water protections, where Seeger said,

***“The problems of the American Rivers can't be solved by people . . . who live on them. Only the Federal Government has the power to enact and enforce the laws that are needed;”*** and

**WHEREAS**, the Hudson River and many American waterways are much cleaner and safer as a result of the implementation of the Clean Water Act, as well as other state and national environment protection legislation and regulations; and

**WHEREAS**, issues of serious water pollution still plague communities from Flint, Michigan to the City of Newburgh or the Village of Hoosick Falls in New York; and

**WHEREAS**, a clean, safe and healthy environment is foundational for a strong economy; and

**WHEREAS**, existing federal clean water protections, have recently been rolled back or are coming under threat from many quarters, including:

- Using the Congressional Review Act to undo the Stream Protection Rule, which previously protected waterways from surface coal mining pollution;
- Using the EPA rulemaking process to “repeal and replace” the Waters of the United States Rule, which extended Clean Water Act protections to 60% of U.S. streams and 20 million acres of wetlands, and these waters and wetlands will soon lose those protections if the Rule is undone;
- Proposed 31% cuts to EPA funding, including, among other things: a 45% cut in Categorical Grants to states for water protection programs; elimination of the \$427 million funding of the Great Lakes Restoration Initiative and other regional programs; a total estimated cut of \$1 billion in Office of Water programs; and

**WHEREAS**, proposed cuts to Superfund would undermine Superfund cleanup in 85 sites across New York State; and

**WHEREAS**, federal water protections and robust EPA regulation and enforcement are vital to the environmental health of New York's waterways and to the safety of its drinking water; and

**WHEREAS**, climate change is also a water quality issue and already impacts New York's waterways and drinking waters through more frequent and severe droughts and storms; and

**WHEREAS**, many water quality issues, such as phosphorus loading of our lakes and streams, directly impact aquatic life and recreation, and will require increases in Federal funding for storm water infrastructure; and

**WHEREAS**, drinking water contaminants which jeopardize public health and safety are just being uncovered in many existing water systems, flat-funding Federal grants will not allow States and municipalities to implement drinking and waste water infrastructure projects needed for their prevention or remediation; and

**WHEREAS**, these issues and threats affect not only all New Yorkers, but all Americans; and

**WHEREAS**, the Sloop *Clearwater* will carry to Washington and deliver to federal officials a “cargo of concern” documenting the broad-based concerns of citizens, public interest groups, and municipal and state officials throughout New York about growing threats to our water and to federal clean water protections, and the need for sound, science-based water policy.

**THEREFORE, BE IT RESOLVED** that the Town of Hyde Park hereby registers its deep concern over current rollbacks and threats to federal clean water protections as described above, affirms the need for sound, science-based water policy and for adequate regulation, enforcement and funding as pressure on water quality and safety continue to mount. We also wish to express our support for the effort *Clearwater* is leading to carry our concerns and concerns of many New Yorkers for clean water and other environmental protections directly to Washington.

MOTION: Councilman Ray

SECOND: Councilwoman Svenson

VOICE VOTE: 5 – 0 CARRIED

### **RESOLUTION 6:13 - 3 OF 2017**

#### **RESOLUTION APPROVING AMENDED SEQR FINDINGS STATEMENT AND AUTHORIZING TOWN SUPERVISOR TO EXECUTE ENVIRONMENTAL IMPACT MITIGATION AGREEMENT WITH T-REX HYDE PARK OWNER, LLC**

**WHEREAS**, T-Rex Hyde Park Owner, LLC (“T-Rex”) is the owner of a 339 acre parcel located on Route 9, in the Town of Hyde Park, having tax grid number 133200-6163-01-131849 (hereinafter “St. Andrews Property”); and

**WHEREAS**, the St. Andrews Property is located in the Town’s Bellefield Planned Development (“BPDD”) zoning district; and

**WHEREAS**, T-Rex’s predecessor in interest, Baker/Gagne LLC (“Baker/Gagne”) applied for, and received, approval of a PUD Concept Plan (the “Concept Plan”) for the St. Andrews Property, pursuant to §108-7.3(D) and §108-5.12 of the Town Code from the Hyde Park Town Board on or about August 29, 2007, after SEQRA compliance more particularly described below; and

**WHEREAS**, the Comprehensive Development Plan for the St. Andrews property, which was approved by a Resolution of Approval adopted on August 29, 2007 as the project Concept Plan included, without limitation, a residential area in the central portion of the site, and a pedestrian-oriented mixed use center in the western portion of the site designed with new urbanism principles that includes a variety of uses, including hotel, restaurant, retail shops, cafes, offices and in-village housing, all located within a walkable setting; a number of park areas in the Village Center together with a market square, and a plaza that would be the focus for activity in the mixed use center; a total of ten miles of trails and five miles of sidewalks throughout the project, linking various components of the development with the Town’s trail system; and included a total area of open space of approximately 200 acres or 58% of the site area (the “Project”); and

**WHEREAS**, the proposal for the legislative designation of the site for PUD Development and the development of the Project (“the Proposed Action”) was designated a Type I action under SEQRA and the Hyde Park Town Board was designated as lead agency for SEQRA review of this action; and

**WHEREAS**, the original proposal for the Project contemplated the creation of an on-site sewer system to service the development with a tie-in of the development to the City of Poughkeepsie sewer system, but such a tie-in was rejected by the City of Poughkeepsie; and

**WHEREAS**, as an alternative to the tie-in to the City of Poughkeepsie’s system, Baker/Gagne then proposed its own self-contained, on site sewer system; and

**WHEREAS**, one of the potentially significant impacts of the action identified by the Town Board in its SEQRA review process was the likelihood of the Project with its own sewer system “drawing away customers and businesses” from the Town Center Historic District since the lack of septic systems in the Town Center has placed substantial restrictions on the ability of businesses in the district to utilize their properties to their full potential and to compete effectively with other areas to be served by central sewers, including the St. Andrew’s Project; and

**WHEREAS**, as part of the environmental review, Baker/Gagne proposed the formation of a Hyde Park Central Sewer District (the “Town Sewer District”) to include the St. Andrews development and a Route 9 collection area (the Town Center Historic District properties), and the site of the proposed Club at Hyde Park property; and the Town’s SEQRA review considered both projects together, since it was anticipated that the Project and the construction of the Route 9 collection system would proceed on a coordinated timeline and be completed at approximately the same time, to permit the wastewater from the District to flow into the WWTP as soon as the pipeline was completed; and

**WHEREAS**, the mitigation for these potential adverse impacts set forth in the 2007 Findings Statement called for a series of actions voluntarily taken by various parties including (i) the establishment of the Sewer District by the Town, which would include as benefitted properties most of the properties located along Route 9 between Linden Lane and St. Andrews Road, and also include the St. Andrews Property within the Sewer District as a separate zone of assessment; (ii) the construction by the Developer Baker/Gagne of 150,000 gpd of capacity reserved for the Route 9 corridor sewer district and the construction by Baker/Gagne of a pump station located on St. Andrews Road connected to a force main to convey wastewater from the Route 9 district to the WWTP; and (iii) the construction of approximately 28,100 +/- linear feet of sanitary sewer main by the DCWWA to extend from the intersection of St. Andrews Road and Route 9 north to Linden Lane, to be paid for by an assessment against all benefitted properties; and

**WHEREAS**, the Town Board determined that the construction of the Route 9 collection system by DCWWA and the construction of the WWTP by Baker/Gagne to serve the district were important mitigation measures for the potential adverse impacts of the Project on the Town Center Historic District; and

**WHEREAS**, the area zoned Town Center Historic District at the time of the FEIS extended along Route 9 from Linden Lane to St. Andrew’s Road, and although some of that area has been rezoned Crossroads Core in the interim, the entire section of the Route 9 corridor between Linden Lane and St. Andrew’s Road shall be considered the “Town Center Historic District” for purposes of this Resolution; and

**WHEREAS**, the SEQRA Findings Statement prepared, and adopted by the Town Board, on or about August 27, 2007 acknowledged the possibility that the Sewer District may not be formed, and therefore provided, in relevant part, that if the sewer district was not formed, the applicant must return to the Town Board to discuss alternative mitigation for the sewer impacts identified in the SEQRA documents:

It is the express assumption of this findings statement and the Final Environmental Impact Statement (“FEIS”) adopted August 13, 2007 by the Town Board as lead agency, that the sewer district will be formed and a collection system constructed as planned. If, for any reason, the sewer district cannot be formed prior to the St. Andrew’s project receiving final approval from the Planning Board, the appropriate mitigation for the potential adverse impacts on the Town Center Historic District will have to be reassessed and a Supplemental Environmental Impact Statement (“SEIS”) adopted by the Town Board as lead agency before final approvals may be granted by the Planning Board. [2007 Findings, page 2]; and further,

As discussed above, construction and extension of the sewer lines to properties in the Town Center Historic District is considered by the Town to be direct mitigation to potential adverse impacts. Should the Hyde Park Central Sewer District fail to be established, no final approvals may be given by the Planning Board without Baker/Gagne first re-appearing before the Town Board to discuss the need for alternative mitigation or change in the Concept Plan. [2007 Findings, page 25]

and

**WHEREAS**, since the date of the approval of the concept plan and issuance of a Findings Statement by the Town Board, the Town proceeded with the formation of the sewer district in accordance with the provisions of Article 12 of the Town Law but due to the failure of Baker/Gagne to execute the sewer system agreement, and various factors affecting the market in the years immediately following the project approvals, construction of the system and the Project did not begin as planned, and on or about February 21, 2012, title to the St. Andrews Property was transferred by Baker/Gagne to T-Rex Capital Group, LLC (“T-Rex”); and

**WHEREAS**, since the date of the Town Board’s approval of the Concept Plan and adoption of the Findings Statement, until January of 2017, no application had been submitted for a Final Development Plan for this Project; and

**WHEREAS**, since the date of the Town Board’s approval of the Concept Plan and adoption of the Findings Statement, there has been no development of the Club at Hyde Park property, and by Resolution No. 17-D, on April 5, 2017, the Hyde Park Planning Board declared the Club at Hyde Park application stale and recommended the return of any and all escrows, and required that any subsequent development proposal at the site would necessitate new fees and a restart of the environmental review; and

**WHEREAS**, in recent years the Town has been exploring alternative concepts for providing sewer service to parts of the Town Center Historic District; and

**WHEREAS**, in furtherance of that goal the Town has been awarded a grant pursuant to the NYSERDA Cleaner, Greener Communities Program,

Category II, which includes the development of a Wastewater Treatment Feasibility Study for a significant section of the Town Center Historic District, which the Town hopes will identify innovative technology to efficiently serve a portion of the Town Center Historic District; and

**WHEREAS**, on or about January 19, 2017, T-Rex submitted a preliminary application for Final Development Plan approval by the Planning Board for Sub-Phase 1-A of the Project pursuant to the provisions of section 107-7.4 E of the Town Code, but the application has not, to date, been deemed complete and ready for review by the Town's Zoning Administrator (the "Final Development Plan") and

**WHEREAS**, the preliminary application for Final Development Plan approval includes applications for both site plan and major subdivision review for Sub-Phase 1-A in connection with the proposed development of a 104,683 sq. ft. five story 133 guest room hotel, which is located in the southwest corner of the overall St. Andrews site near the corner of Route 9 and West Dorsey Lane; and

**WHEREAS**, the preliminary application also includes construction of sewer infrastructure to serve the hotel and future phases of the Project, including a wastewater treatment system; and

**WHEREAS**, the area for the site for the Sub-Phase 1-A development has been described by T-Rex as a "mixed core use" area intended for early stages of the Project development, all as set forth in: (i) a January 18, 2017 pre-application letter with attachments thereto from T-Rex's legal counsel, Cuddy & Feder LLP; (ii) a pre-application for subdivision and site plan approval dated January 18, 2017; and (iii) a proposed "Final Development Plan" for Sub-Phase 1-A of the St. Andrews PUD dated January 18, 2017 prepared by the Chazen Companies; and

**WHEREAS**, T-Rex has also expressed the desire for consideration by the parties of alternate sewer mitigation more appropriate to current Town development trends and its own development plans; and

**WHEREAS**, T-Rex has now proposed to the Town Board, as authorized in the 2007 SEQRA Findings Statement, alternative mitigation in the form of the payment of sums certain for sewer mitigation purposes, to be used in the Town Board's discretion for development and administration of such sewer system or systems to service the Town Center Historic District so as to support and further economic development of such area; and

**WHEREAS**, T-Rex has proposed, as an alternative form of voluntary mitigation, payment to the Town of the following sums (collectively, the "Sewer Mitigation Sums"): (1) a \$1,000,000.00 contribution to the Town to be utilized in the Town's discretion to offset capital costs, capital improvements, and/or debt service for one or more sewer systems to be created to service the Town Center Historic District, such payment to be made no later than the earlier of the following dates: (a) the date of, and immediately prior to, signature by the Planning Board Chair of the Final Development Plan and site plan and subdivision plat for the first Sub-Phase of the Project; or (b) the date which is three (3) years from the date of the Town Board's Resolution approving an Amended SEQRA Findings Statement adopting the alternate mitigation and authorizing the signature of this agreement; and (2) an additional \$250,000.00 contribution to the Town to be utilized in the Town's discretion for similar purposes, such payment to be made no later than the earlier of the following dates: (a) the date of, and immediately prior to, signature by the Planning Board Chair of a Final Development Plan and site plan approval or subdivision approval of any subsequent phase of the PUD, or (b) the date which is four (4) years from the date of the Town Board's Resolution as referred to in subsection (1) (b) above, it being understood that nothing shall be deemed to prevent the payment of the Sewer Mitigation Sums, or any portion thereof, prior to the

dates when they are due; it being understood that the Planning Board Chair shall not sign the Final Development Plan and site plan and subdivision plat for the first subphase of the project until such time as the first \$1,000,000 payment is made as provided herein, and the Chair of the Planning Board shall not sign the Final Development Plan and site plan approval or subdivision approval of any subsequent phase of the PUD until the second \$250,000 payment is made; and

**WHEREAS**, T-Rex has also agreed that such alternate mitigation, if ultimately acceptable to the Town Board, would also be enforceable by a duly executed Environmental Mitigation agreement (a copy of which is annexed hereto as Exhibit "A"); and

**WHEREAS**, the Town Board determined that before its consideration of acceptance of alternate sewer mitigation as proposed by T-Rex, and the adoption of any SEQRA determination relating thereto, a public hearing should be held to obtain the comments and input of the public on the alternative mitigation proposed by T-Rex; and

**WHEREAS**, the Town Board duly published notice of the said public hearing and provided notice of said public hearing to all involved agencies; and

**WHEREAS**, the Town Board opened the public hearing on June 5, 2017 and closed the public hearing on that same date; and

**WHEREAS**, the Town Board has reviewed the entire SEQR record in this matter, and considered all comments made at the public hearing;

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

1. That the Town Board, as lead agency, determines that the SEQR Findings of 2007 duly authorized it to revisit the issue of appropriate SEQR mitigation if the Sewer District was not formed, and to assess all the circumstances to determine whether the proposed change in mitigation should be addressed in a Negative Declaration, an Amendment to the SEQR Findings, or a Supplemental Environmental Impact Statement (SEIS), and were not intended to attempt to prejudge the issue of the appropriate level of SEQR analysis appropriate to the changed circumstances relating to sewer.

2. That the Town Board, as lead agency, determines that the Application for Final Development Plan for Sub-Phase 1-A for the proposed development of a 104,683 sq. ft. five-story, 133 guest room hotel located in the southwest corner of the overall St. Andrews site near the corner of Route 9 and West Dorsey Lane will not result in any new, or potentially significant, adverse environmental impacts relating to adverse economic impacts on the Town Center Historic District which had not been previously addressed in the FEIS for this project or in the Town Board's Findings Statement.

3. That in light of changed circumstances of alternative mitigation measures as set forth in the attached Environmental Impact Mitigation Agreement, and herein, is an appropriate method of mitigating the impacts relating to the Town Center Historic District, and such proposed alternate mitigation will not result in any new, or potentially significant adverse environmental impacts on the Town Center Historic District which has not been previously addressed in the FEIS for this project or in the Town Board's Findings

4. For the reasons set forth herein, the Town Board determines that the preparation of a Supplemental Environmental Impact Statement ("SEIS") pursuant to NYCRR Part 617.9(A)(7)(i) is not required, and that the appropriate method to address the modification in the sewer mitigation is the adoption of an amendment to the Findings Statement.

5. That the proposed alternative mitigation in the form of the payment of sums certain for sewer mitigation purposes to be used in the Town Board's discretion for development and administration of such sewer system or systems to service the Town Center Historic District so as to support and

further economic development of such area, as more specifically set forth in this Resolution and in the proposed Environmental Impact Mitigation Agreement, is in the best interest of the Town of Hyde Park and its residents.

6. That the Town Board hereby amends the Findings Statement by (1) eliminating all references in the Findings Statement for the requirements relating to the formation of a central sewer district by the Town and T-Rex's contribution to the development of a central sewer district as described in the said Findings Statement adopted on August 29, 2007 annexed hereto as Exhibit A, marking the provisions being eliminated in brackets; (2) substituting as mitigation for such sewer impacts the requirement that the Developer shall make the voluntary mitigation payments to the Town in the total amount of \$1,250,000 as set forth above in this Resolution and in the Environmental Impact Mitigation Agreement; and (3) requiring that T-Rex execute the Environmental Impact Mitigation Agreement, submit an application for Final Development Plan approval for Sub-Phase 1-A of the project and fulfill the conditions set forth in said Mitigation Agreement by T-Rex, including requirements of timely payments. A list of the specific amendments to the Findings Statement is annexed hereto as Exhibit B.

7. That in the event that the Environmental Impact Mitigation Agreement is not signed, or that either of the payments of the Sewer Mitigation Sums which constitute the Alternative Sewer Mitigation provided for in the Amended SEQR Findings is not timely made pursuant to the terms set forth in this Resolution and the Environmental Impact Mitigation Agreement, this amended Findings Statement insofar as it commits the Town to accept such alternate sewer mitigation shall be deemed of no further force and effect, and the Town shall have no obligation to accept late payments, and the lead agency for this Project shall have the right, in its discretion, to reassess the issue of economic impacts on the Town Center Historic Districts, and the sufficiency of any proposed mitigation thereof in light of the potential adverse impacts of the Project relating to sewer and to make a revised determination of mitigation after appropriate SEQRA review through measures that may include an EAF, amended Findings or such other SEQRA analysis as the lead agency may deem necessary including an SEIS, or otherwise to assess any change, circumstances or modifications then found to exist relating to the sewer issues before any further approvals may be granted for this Project by the Planning Board, it being understood that as part of any revised determination of mitigation, the lead agency shall assure that the Planning Board Chair shall not sign any Final Development Plan, site plan, or subdivision plat for any development subphase until the agreed upon Sewer Mitigation Sums have been paid, or compliance with any adopted alternate mitigation plan has been duly secured to the satisfaction of the lead agency.

8. This Resolution and the Amended Findings contained herein relate specifically to the issue of mitigation of impacts relating to sewer services in the Town Center Historic District, an issue which was specifically reserved to the Town Board in the Findings Statement adopted on August 29, 2007, and shall not be deemed to relieve T-Rex from implementation of other mitigation measures identified in the FEIS and Findings, nor shall it impair the prospective ability of the lead agency to evaluate through appropriate SEQRA review any potential environmental impacts other than the sewer mitigation addressed herein, which may be identified as a result of any modification or changes to this project, and to make a Finding of Significance relating thereto.

9. This Resolution, together with attached 2007 Findings statement showing the provisions which are being eliminated and replaced, shall constitute the amended SEQR Findings Statement for the St. Andrew's at Historic Hyde Park action. This Amended Findings Statement has been prepared in accordance with article 8 of the Environmental Conservation Law:

Lead Agency: Hyde Park Town Board  
Town Hall  
4383 Albany Post Road  
Hyde Park, NY 12538



Description of Action: Amending SEQR Findings relating to economic impacts On Historic Town Center relating to on-site sewer to be Located on the St. Andrew's property, address below

SEQR classification: Type I

Location of Action: 339.5 acre site fronting on the east side of Route 9, South of St. Andrew's Road and north of West Dorsey Lane

For further information: Donna McGrogan, Town Clerk  
Town Hall (address above)  
845-229-5111, extension 5

10. Having considered the entire SEQR record, including the FEIS, Findings Statement and the within adopted amendments to the Findings Statement relating to the Project, and having considered all proceedings, facts, documentation and conclusions relating to the Project, and having considered the requirements of 6 NYCRR Part 617.11, the statement of amended Findings adopted herein also certifies that:

- (a) The requirements of 6 NYCRR Part 617 have been met;
- (b) Consistent with social, economic and other essential considerations from among the reasonable alternatives available, the action is one that avoids, or minimizes, adverse environmental impacts to the Town Center Historic District as a result of an on-site sewer system to the maximum extent practicable and that such adverse impacts shall be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigation measures that have been identified in the Findings Statement as amended; and
- (c) The Town Board in making its determination has weighed and balanced relevant environmental impacts with social, economic and other considerations.

11. The Town Clerk is directed to file and make available this amended SEQR Findings Statement as provided in 6 NYCRR Section 617.12(b).

12. That the Town Supervisor is hereby authorized to execute the Environmental Impact Mitigation Agreement with T-Rex Hyde Park Owner, LLC, a copy of which is annexed hereto.

MOTION: Councilman Marrine  
SECOND: Councilman Schneider

ROLL CALL VOTE BY TOWN CLERK:

Councilwoman Svenson	Aye	
Councilman Ray	Aye	
Councilman Marrine	Aye	
Councilman Schneider	Aye	
Supervisor Rohr	Aye	CARRIED

## AMENDED SEQR FINDINGS

## PROVISIONS TO BE ADDED TO THE SEQR FINDINGS STATEMENT

Attached hereto is a copy of the 2007 Findings Statement, showing language to be eliminated in brackets. The following is the language being added to the Findings Statement in the locations indicated (new language shown in *italics*):

Page 2: First full paragraph, following sentence, "One of the potentially significant adverse impacts...is the possibility of drawing away customers and business from the...Town Center Historic District." *In mitigation of this impact, the property owner, T-Rex Hyde Park Owner, LLC, has proposed payment to the Town of the following sums (collectively, the "Sewer Mitigation Sums"): (1) a \$1,000,000.00 contribution to the Town to be utilized in the Town's discretion to offset capital costs, capital improvements, and/or debt service for one or more sewer systems to be created to service the Town Center Historic District, such payment to be made no later than the earlier of the following dates: (a) the date of, and immediately prior to, signature by the Planning Board Chair of the Final Development Plan and site plan and subdivision plat for the first Sub-Phase of the Project; or (b) the date which is three (3) years from the date of the Town Board's Resolution approving an Amended SEQR Findings Statement adopting the alternate mitigation and authorizing the signature of this agreement; and (2) an additional \$250,000.00 contribution to the Town to be utilized in the Town's discretion for similar purposes, such payment to be made no later than the earlier of the following dates: (a) the date of, and immediately prior to, signature by the Planning Board Chair of a Final Development Plan and site plan approval or subdivision approval of any subsequent phase of the PUD, or (b) the date which is four (4) years from the date of the Town Board's Resolution as referred to in subsection (1) (b) above, it being understood that nothing shall be deemed to prevent the payment of the Sewer Mitigation Sums, or any portion thereof, prior to the dates when they are due. T-Rex has also agreed to sign an Environmental Impact Mitigation Agreement, a copy of which is attached hereto.*

Page 9: Second full paragraph, following sentence, "However, the lack of a central sewer system has continued to limit the ability of those businesses to utilize the density permitted by the Zoning Law. *The Sewer Mitigation Sums described herein are to be utilized in the Town's discretion to offset capital costs, capital improvements, and/or debt service for one or more sewer systems to be created to service the Town Center Historic District.*"

Page 23: after second full paragraph, insert new paragraphs:

*After the approval of the St. Andrew's Property concept plan and issuance of a Findings Statement by the Town Board, the Town proceeded with the formation of the sewer district in accordance with the provisions of Article 12 of the Town Law, but due to the failure of Baker/Gagne to execute the sewer system agreement, and various factors affecting the market in the years immediately following the project approvals, construction of the system and the Project did not begin as planned, and on or about February 21, 2012, title to the St. Andrews Property was transferred by Baker/Gagne to T-Rex Capital Group, LLC.*

*In recent years the Town has been exploring alternative concepts for providing sewer service to parts of the Town Center Historic District. In furtherance of that goal, the Town has been awarded a grant pursuant to the NYSERDA Cleaner, Greener Communities Program, Category II, which includes the development of a Wastewater Treatment Feasibility Study for a significant section of the Town Center Historic District, which the Town hopes will identify innovative technology to efficiently serve a portion of the Town Center Historic District.*

*In 2017, T-Rex Hyde Park Owner, LLC proposed to the Town Board alternative mitigation in the form of the payment of sums certain for sewer mitigation purposes, to be used in the Town Board's discretion for development and administration of such sewer system or systems to service the Town Center Historic District so as to support and further economic development of such area. Specifically, T-Rex Hyde Park Owner, LLC, has proposed payment to the Town of the following sums (collectively, the "Sewer Mitigation Sums"): (1) a \$1,000,000.00 contribution to the Town to be utilized in the Town's discretion to offset capital costs, capital improvements, and/or debt service for one or more sewer systems to be created to service the Town Center Historic District, such payment to be made no later than the earlier of the following dates: (a) the date of, and immediately prior to, signature by the Planning Board Chair of the Final Development Plan and site plan and subdivision plat for the first Sub-Phase of the Project; or (b) the date which is three (3) years from the date of the Town Board's Resolution approving an Amended SEQR Findings Statement adopting the alternate mitigation and authorizing the signature of this agreement; and (2) an additional \$250,000.00 contribution to the Town to be utilized in the Town's discretion for similar purposes, such payment to be made no later than the earlier of the following dates: (a) the date of, and immediately prior to, signature by the Planning Board Chair of a Final Development Plan and site plan approval or subdivision approval of any subsequent phase of the PUD, or (b) the date*

which is four (4) years from the date of the Town Board's Resolution as referred to in subsection (1) (b) above, it being understood that nothing shall be deemed to prevent the payment of the Sewer Mitigation Sums, or any portion thereof, prior to the dates when they are due. T-Rex has also agreed that such alternate mitigation would also be enforceable by a duly executed Environmental Impact Mitigation agreement, to be signed by T-Rex.

The Dutchess County Water and Wastewater Authority has presented a letter to the Town on June 5, 2017, supporting the proposed Alternate Sewer Mitigation.

In the event that the Environmental Impact Mitigation Agreement is not signed, or that either of the payments of the Sewer Mitigation Sums which constitute the Alternative Sewer Mitigation provided for in the Amended SEQR Findings is not timely made pursuant to the terms set forth in this Resolution and the Environmental Impact Mitigation Agreement, this amended Findings Statement insofar as it commits the Town to accept such alternate sewer mitigation shall be deemed of no further force and effect, and the Town shall have no obligation to accept late payments, and the lead agency for this Project shall have the right, in its discretion, to reassess the issue of economic impacts on the Town Center Historic Districts, and the sufficiency of any proposed mitigation thereof in light of the potential adverse impacts of the Project relating to sewer and to make a revised determination of mitigation after appropriate SEQRA review through measures that may include an EAF, amended Findings or such other SEQRA analysis as the lead agency may deem necessary including an SEIS, or otherwise to assess any change, circumstances or modifications then found to exist relating to the sewer issues before any further approvals may be granted for this Project by the Planning Board, it being understood that the Planning Board Chair shall not sign the Final Development Plan and site plan and subdivision plat for the first subphase of the project until such time as the first \$1,000,000 payment is made as provided herein, and the Chairman of the Planning Board shall not sign the Final Development Plan and site plan approval or subdivision approval of any subsequent phase of the PUD until the second \$250,000 payment is made.

**The Town Board finds that the Alternate Sewer Mitigation in the form of the Sewer Mitigation Sums described herein, to be used in the Town Board's discretion for development and administration of such sewer system or systems to service the Town Center Historic District so as to support and further economic development of such area, as set forth herein, and in the Environmental Impact Mitigation Agreement, appropriately mitigates the adverse impacts on the Town Center Historic District as identified in the SEQR process, and is in the best interest of the Town of Hyde Park and its residents.**

## **ENVIRONMENTAL IMPACT MITIGATION AGREEMENT**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of May, 2017, between **TOWN OF HYDE PARK**, a municipal corporation, with offices located 4383 Albany Post Road, Hyde Park, New York 12538 (hereinafter "Town"), and **T-REX HYDE PARK OWNER, LLC**, a limited liability company of the State of New York, with offices located at 500 Mamaroneck Avenue, Suite 301, Harrison, New York, 10528 (hereinafter "T-Rex").

### **WITNESSETH:**

**WHEREAS**, T-Rex is the owner of a 339 acre parcel located on Route 9, in the Town of Hyde Park, having tax grid number 133200-6163-01-131849 (hereinafter "St. Andrews Property"); and

**WHEREAS**, the St. Andrews Property is located in the Town's Bellefield Planned Development ("BPDD") zoning district; and

**WHEREAS**, T-Rex's predecessor in interest, Baker/Gagne LLC ("Baker/Gagne") applied for, and received, approval of a PUD Concept Plan (the "Concept Plan") for the St. Andrews Property, pursuant to §108-7.3(D) and §108-5.12 of the Town Code from the Hyde Park Town Board on or about August 29, 2007, after SEQR compliance more particularly described below; and

**WHEREAS**, the Comprehensive Development Plan for the St. Andrews property, which was approved by a Resolution of Approval adopted on August 29, 2007 as the project Concept Plan includes, without limitation, a residential area in the central portion of the site, and a pedestrian-oriented mixed use center in the western portion of the site designed with new urbanism principles that includes a variety of uses, including hotel, restaurant, retail shops, cafes, offices and in-village housing, all located within a walkable setting; a number of park areas in the Village Center together with a market square, and a plaza

that would be the focus for activity in the mixed use center; a total of ten miles of trails and five miles of sidewalks throughout the project, linking various components of the development with the Town's trail system; and includes a total area of open space of approximately 200 acres or 58% of the site area (the "Project"); and

**WHEREAS**, the proposal for the legislative designation of the site for PUD Development and the development of site in accordance with the Concept Plan described in the preceding paragraph ("the Proposed Action") was designated a Type I action under SEQRA and the Hyde Park Town Board was designated as lead agency for SEQRA review of this action; and

**WHEREAS**, the Town Board conducted a coordinated review of the environmental impacts of this Project, and required the preparation of SEQR documents including a Draft Environmental Impact Statement ("DEIS"), and a Final Environmental Impact Statement ("FEIS"), and adopted a SEQR Findings Statement on August 29, 2007 ("2007 Findings Statement"); and

**WHEREAS**, the original proposal for the project contemplated the creation of an on-site sewer system to service the development with a tie-in of the development to the City of Poughkeepsie sewer system, but such a tie-in was rejected by the City of Poughkeepsie; and

**WHEREAS**, as an alternative to the tie-in to the City of Poughkeepsie's system, Baker/Gagne then proposed its own self-contained, on-site sewer system; and

**WHEREAS**, one of the potentially significant impacts of the action identified by the Town Board in its SEQRA review process was the likelihood of the development with its own sewer system drawing away customers and businesses from the commercial district on Route 9 referred to as the Town Center Historic District with resulting potential urban blight due in part to the size and scale of the proposed commercial development of the project and the availability of a central sewer system at the project site which would make it easier to attract restaurants and more intensive business uses and the substantial restriction that the lack of a central sewer system placed on the growth of businesses within the Town Center Historic District; and

**WHEREAS**, as part of the environmental review, Baker/Gagne proposed the formation of a Hyde Park Central Sewer District to include the St. Andrews development and a Route 9 collection area, and the site of the proposed Club at Hyde Park property; and the Town's SEQR review considered both projects together, since it was anticipated that the Project and the construction of the Route 9 collection system would proceed on a coordinated timeline and be completed at approximately the same time, to permit the wastewater from the District to flow into the WWTP as soon as the pipeline was completed; and

**WHEREAS**, the mitigation set forth in the 2007 Findings Statement called for a series of actions voluntarily taken by various parties including (i) the establishment of the Hyde Park Central Sewer District ("the Town Sewer District") by the Town which would include as benefitted properties most of the properties located along Route 9 north of the south side of Linden Lane, and also include the St. Andrews Property within the Sewer District as a separate zone of assessment; (ii) the construction by the Developer Baker/Gagne of 150,000 gpd of capacity reserved for the Route 9 corridor sewer district and the construction by Baker/Gagne of a pump station located on St. Andrews Road connected to a force main to convey wastewater from the Route 9 district to the WWTP; and (3) the construction of approximately 28,100 +/- linear feet of sanitary sewer main by the DCWWA to extend from the intersection of St. Andrews Road and Route 9 north to the south side of Linden Lane, to be paid for an assessment against all benefitted properties; and

**WHEREAS**, the Town Board also determined that the construction of the Route 9 collection system by DCWWA and the construction of the WWTP by Baker/Gagne to serve the district were important mitigation measures for the

potential adverse impacts of the Project on the Town Center Historic District, [Findings page 7]; and

**WHEREAS**, the 2007 Findings found that the availability of central sewer to the Town Center Historic District would allow businesses within the Town Center Historic District to expand beyond the capacity permitted by the existing septic systems [Findings page 9]; and that “only the combination of a central sewer system and the increased permitted densities in the 2005 zoning changes would enable the businesses along Route 9 to compete effectively with other areas served by central sewers, including the St. Andrews Project [Findings page 9]

**WHEREAS**, the area zoned Town Center Historic District at the time of the FEIS extended along Route 9 from Linden Lane to St. Andrew’s Road, and although some of that area has been rezoned Crossroads Core in the interim, the entire section of the Route 9 corridor between Linden Lane and St. Andrew’s Road shall be considered the “Town Center Historic District” for purposes of this Agreement; and

**WHEREAS**, the SEQRA Findings Statement prepared, and adopted by the Town Board, on or about August 27, 2007 acknowledged the possibility that the Sewer District may not be formed, and therefore provided, in relevant part, that if the sewer district was not formed, the applicant must return to the Town Board to discuss alternative mitigation for the sewer impacts identified in the SEQR documents:

It is the express assumption of this findings statement and the Final Environmental Impact Statement (“FEIS”) adopted August 13, 2007 by the Town Board as lead agency, that the sewer district will be formed and a collection system constructed as planned. If, for any reason, the sewer district cannot be formed prior to the St. Andrew’s project receiving final approval from the Planning Board, the appropriate mitigation for the potential adverse impacts on the Town Center Historic District will have to be reassessed and a Supplemental Environmental Impact Statement (“SEIS”) adopted by the Town Board as lead agency before final approvals may be granted by the Planning Board. [2007 Findings, page 2]; and further,

As discussed above, construction and extension of the sewer lines to properties in the Town Center Historic District is considered by the Town to be direct mitigation to potential adverse impacts. Should the Hyde Park Central Sewer District fail to be established, no final approvals may be given by the Planning Board without Baker/Gagne first re-appearing before the Town Board to discuss the need for alternative mitigation or change in the Concept Plan. [2007 Findings, page 25]

**WHEREAS**, since the date of the approval of the concept plan and issuance of a Findings Statement by the Town Board, the Town proceeded with the formation of the sewer district in accordance with the provisions of Article 12 of the Town Law but due to the failure of Baker/Gagne to execute the sewer system agreement, and various factors affecting the market in the years immediately following the project approvals, construction of the system and the project did not begin as planned and on or about February 21, 2012, title to the St. Andrews property is transferred by Baker/Gagne to T-Res; and

**WHEREAS**, in recent years the Town has been exploring alternative concepts for providing sewer service to parts of the Town Center Historic District; and

**WHEREAS**, the Town has been awarded a grant pursuant to the NYSERDA Cleaner, Greener Communities Program, Category II, which includes the development of a Wastewater Treatment Feasibility Study for a significant section of the Town Center Historic District; and

**WHEREAS**, on or about January 19, 2017, T-Rex submitted a preliminary application for Final Development Plan approval by the Planning Board for Sub-Phase 1-A of the Project pursuant to the provisions of §107-7.4.E of the Town Code, but the application has not, to date, been deemed complete and ready for review by the Town's Zoning Administrator (the "Final Development Plan"); and

**WHEREAS**, the preliminary application for Final Development Plan approval includes applications for both site plan and major subdivision review for Sub-Phase 1-A in connection with the proposed development of a 104,683 sq. ft. five story 133 guest room hotel, which is located in the southwest corner of the overall St. Andrews site near the corner of Route 9 and West Dorsey Lane; and

**WHEREAS**, the application also includes construction of infrastructure to serve the hotel and future phases of the project, including a wastewater treatment system; and T-Rex has also expressed the desire for consideration by the parties of alternate sewer mitigation more appropriate to current Town development trends and its own development plans; and

**WHEREAS**, the area for the site for the Sub-Phase 1-A development has been described by T-Rex as a "mixed core use" area intended for early stages of the Project development, all as set forth in: (i) a January 18, 2017 pre-application letter with attachments thereto from T-Rex's legal counsel, Cuddy & Feder LLP; (ii) a pre-application for subdivision and site plan approval dated January 18, 2017; and (iii) a proposed "Final Development Plan" for Sub-Phase 1-A of the St. Andrews PUD dated January 18, 2017 prepared by the Chazen Companies; and

**WHEREAS**, in light of the changed circumstances including the potential for alternate and innovative solutions to provide sewer services to the Town Center Historic District, and T-Rex's proposed development plans, the parties have mutually implemented the procedures suggested in the 2007 Findings to discuss a potential alternative to the sewer mitigation adopted in the 2007 Findings, and

**WHEREAS**, T-Rex has also stated its willingness to implement alternative mitigation in the form of the payment of sums certain for sewer mitigation purposes, to be used in the Town Board's discretion for development and administration of such sewer system or systems to service the Town Center Historic District so as to support and further economic development of such area; and

**WHEREAS**, after discussions, T-Rex has proposed, as an alternative form of voluntary mitigation, payments set forth hereinafter in this Agreement; and

**WHEREAS**, the Town Board, with the assistance of its legal consultants has determined that in consideration of these circumstances, an appropriate alternative mitigation for the environmental impact of the Project on the Town Center District, and its potential to cause adverse impacts on the Town Center Historic District due to the lack of sewer services in said District could be the payment of a monetary contribution to be utilized by the Town in the development and administration of one or more sewer systems by utilization of

plans and studies prepared pursuant to the NYSERDA grant or other future wastewater studies to service one or more sections of the Town Center Historic District necessary to support economic development and the Town Board has determined that such monetary payments proposed by T-Rex are an acceptable alternative mitigation for the environmental impacts of the Project on the Town Center Historic District as heretofore examined in all aspects of the previous SEQR process; and

**WHEREAS**, the Town Board has determined by separate Resolution that (1) the SEQR Findings of 2007 duly authorized it to revisit the issue of appropriate SEQR mitigation if the Sewer District was not formed, and to assess all the circumstances to determine whether the proposed change in mitigation should be addressed in a Negative Declaration, an Amendment to the SEQR Findings, or a Supplemental Environmental Impact Statement (SEIS), and were not intended to attempt to prejudge the issue of the appropriate level of SEQR analysis appropriate to the changed circumstances relating to sewer; and

**WHEREAS**, the Town Board, has by separate Resolution determined that the preparation of an SEIS is not required to assess the impacts of the alternate mitigation; that the proposed alternate mitigation described herein is a suitable and appropriate method of mitigating and addressing the impacts evaluated in the existing EIS record, and does not create any potentially significant adverse impacts; and that the appropriate method to memorialize the modification in the sewer mitigation is the adoption of an amendment to the Findings Statement;

**NOW, THEREFORE**, in consideration of the mutual promises and considerations contained herein, the parties agree as follows:

1. T-Rex shall make the following voluntary mitigation payments to the Town (collectively, the "Sewer Mitigation Sums"): (1) a \$1,000,000.00 contribution to the Town to be utilized in the Town's discretion to offset capital costs, capital improvements, and/or debt service for one or more sewer systems to be created to service the Town Center Historic District, such payment to be made no later than the earlier of the following dates: (a) the date of, and immediately prior to, signature by the Planning Board Chair of the Final Development Plan and site plan and subdivision plat for the first Sub-Phase of the Project; or (b) the date which is three (3) years from the date of the Town Board's Resolution approving an Amended SEQR Findings Statement adopting the alternate mitigation and authorizing the signature of this agreement; and (2) an additional \$250,000.00 contribution to the Town to be utilized in the Town's discretion for similar purposes, such payment to be made no later than the earlier of the following dates: (a) the date of, and immediately prior to, signature by the Planning Board Chair of a Final Development Plan and site plan approval or subdivision approval of any subsequent phase of the PUD, or (b) the date which is four (4) years from the date of the Town Board's Resolution as referred to in subsection (1) (b) above; however, nothing shall be deemed to prevent the payment of the Sewer Mitigation Sums, or any portion thereof, prior to the dates when they are due; it being understood that the Planning Board Chair shall not sign the Final Development Plan and site plan and subdivision plat for the first subphase of the project until such time as the first \$1,000,000 payment is made as provided herein, and the Chair of the Planning Board shall not sign the Final Development Plan and site plan approval or subdivision approval of any subsequent phase of the PUD until the second \$250,000 payment is made.

2. The payments set forth herein, to the extent timely made, shall be in full satisfaction of any obligation for Sewer Mitigation relating to the Project. However, if either payment is not made pursuant to the time for payment provisions herein, then in that event, the lead agency for this Project thereafter shall have the right, in its discretion, to reassess the sufficiency of the mitigation in light of the potential adverse impacts of the project relating to sewer, and to make a revised determination of mitigation after appropriate analysis, after appropriate SEQR review through measures that may include

an EAF, amended Findings, or such other SEQR analysis as the lead agency may deem necessary, including a Supplemental Environmental Impact Statement, or otherwise, to assess any changed circumstances or modifications then found to exist relating to sewer issues, before any further approvals may be granted for this Project by the Planning Board, it being understood that as part of any revised determination of mitigation, the lead agency shall assure that the Planning Board Chair shall not sign any Final Development Plan, site plan, or subdivision plat for any development subphase until the agreed upon Sewer Mitigation Sums have been paid, or compliance with any adopted alternate mitigation plan has been duly secured to the satisfaction of the lead agency.

3. In the event that DCWWA, at some point in the future, constructs, maintains, finances or assumes ownership of any sewer system or district created, or aided, in whole or in part, by the monetary contributions provided herein, the Town shall have the right, in its sole discretion, to assign all, or part, of its interest in this Agreement and any funds paid or owing to the Town pursuant to this Agreement to DCWWA.

4. All monies paid to the Town pursuant to this Agreement shall be in US Dollars paid by official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of the Town of Hyde Park, or by wire transfer as the Town may direct, or as the Town may otherwise direct upon not less than three (3) business days' notice (by telephone or otherwise) to T-Rex; or as otherwise agreed to in writing by the Town and Attorney to the Town.

5. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

6. The execution of this Agreement has been approved by Resolution of the Town of Hyde Park Town Board adopted at a duly noticed Town Board meeting held on June 13, 2017, and has been duly authorized by T-Rex Hyde Park Owner, LLC, and, upon execution, the same shall be filed in the office of the Dutchess County Clerk.

7. This Agreement shall be construed, interpreted and enforced in accordance with the State of New York. Legal proceedings commenced by any of the parties in connection with this Agreement shall be brought exclusively in the Supreme Court, Dutchess County.

8. This Agreement shall be recorded with the Dutchess County Clerk's office.

9. This Agreement shall take effect after signature by the parties and upon the adoption of the Resolution amending the SEQR Findings relating to the sewer mitigation and the expiration of the applicable appeal period thereafter.

**AGREED TO** this \_\_\_\_\_ day of June, 2017

**TOWN OF HYDE PARK**

**By:** \_\_\_\_\_  
**AILEEN ROHR, Supervisor**

**T-REX HYDE  
PARK OWNER, LLC**

**By:** \_\_\_\_\_



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

On the \_\_\_\_\_ day of \_\_\_\_\_ 2017, before me, the undersigned, personally appeared AILEEN ROHR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK )  
 } SS:  
COUNTY OF DUTCHESS )

On this \_\_\_\_ day of \_\_\_\_\_, 20147 before me the subscriber personally appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say: he is a Member of T-REX HYDE PARK OWNER. LLC, Inc. the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of members of said limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

Record and Return:

WARREN S. REPLANSKY, P.C.  
Attorney to the Town of Hyde Park  
PO Box 838, 60 East Market Street  
Rhinebeck, NY 12572

**RESOLUTION 6:13 – 4 OF 2017**

**RESOLUTION AUTHORIZING EMERGENCY REPAIR OF A WATER VALVE LOCATED AT HACKETT HILL**

**WHEREAS**, the Recreation Director notified the Supervisor of a leaking water valve which services the showers in the pool area, and

**WHEREAS**, the pool has been advertised to be open as of June 10<sup>th</sup>, and

**WHEREAS**, to open the pool the repair needs to be done as quickly as possible, and

**WHEREAS**, the Town’s purchasing policy states three written proposals are needed after obtaining Town Board approval and the Recreation Director has only been able to obtain two,

**NOW, THEREFORE, BE IT RESOLVED**, that the Hyde Park Town Board has determined the repair needs to be this week and authorizes Amity

Construction to perform the repair at an amount not to exceed \$3,500 unless authorized by the Town Engineer.

MOTION: Councilman Schneider  
SECOND: Councilman Marrine

VOICE VOTE: 5 – 0 CARRIED

MOTION: Councilman Schneider  
SECOND: Councilman Ray

To adjourn meeting

VOICE VOTE: 5 – 0 CARRIED

Meeting adjourned at 7:22pm

Respectfully submitted,

Patricia Coady-Cullen  
Deputy Town Clerk