



VILLAGE OF COLD SPRING
85 MAIN STREET, COLD SPRING, NY 10516
TEL: (845) 265-3611 FAX: (845) 265-1002
WEB: WWW.COLDSRINGNY.GOV

Board of Trustees Workshop Meeting
Wednesday, October 26, 2022 @ 7:00 PM

This meeting will be held at Village Hall - 85 Main Street. Members of the public are invited to attend the meeting in-person or via videoconference.

1. Opportunity to request a vote to add/modify agenda items
2. Announcements
3. Board Business
 - a. Resolution 29-2022 Joining Lawsuit Against Columbia Utilities
 - b. Resolution 30-2022 Suspension of On-Street Parking on Marion Avenue
 - c. Resolution 31-2022 Authorizing Mayor to Enter into Agreement with NYC Water Board
 - d. Resolution 32-2022 Authorizing Mayor to Sign Site Agreement with Philipstown
 - e. Authorize the issuance of Winter Parking Permits for Municipal Lot
 - f. Approval of Event at Mayor's Park Pavilion (B-day Party on 11/6/2022)
 - g. Discussion on Dockside Park Signage
 - h. Update on Signage for Municipal Lot
 - i. Update on Hudson Highlands Fjord Trail
4. Approval of Minutes – 9/14
5. Approval of Bills - Batch #: Amount: \$
6. Public comment

The Board of Trustees values input from the Village community. Please keep your remarks to three minutes or less, and address them to the Board. Disparaging remarks will not be allowed; please be neighborly.
7. Adjournment

To join the meeting via Zoom:

<https://us06web.zoom.us/j/88983853791?pwd=NG1RWU5VVG9RVTRZaStQaW9kMXBMZz09>

Or by phone: 646-558-8656

Meeting ID: 889 8385 3791

Passcode: 365616



VILLAGE OF COLD SPRING
85 MAIN ST., COLD SPRING, NY 10516
TEL: (845) 265-3611 FAX: (845) 265-1002
WEB: WWW.COLDSRINGNY.GOV

**RESOLUTION 29-2022 AUTHORIZING THE VILLAGE OF COLD SPRING TO JOIN
THE EXISTING LITIGATION AGAINST COLUMBIA UTILITIES, INC.**

The following resolution was offered by _____ for adoption and
seconded by _____, to wit:

WHEREAS, Columbia Utilities, LLC, including any subsidiaries and affiliates, (herein collectively “Columbia”) is an independent retail energy supply company; and

WHEREAS, the Village of Cold Spring (“Village”) entered into a Community Choice Aggregation Electricity Supply Agreement (“Supply Agreement”) with Columbia and Joule Assets Inc. (“Joule”), with Joule acting as Community Choice Aggregation Administrator, to provide energy benefits to residents and small non-residential customers within the Village (“Residents”); and

WHEREAS, on April 19, 2022, Columbia notified the Public Service Commission that that it intends to transfer these Residents to the utility, which transfer would constitute a breach of the Supply Agreement by terminating service without cause or in accordance with the terms of the Supply Agreement; and

WHEREAS, on June 3, 2022 Joule and some of the other participating municipalities who also had separate agreements with Columbia and Joule, through the law firm of Hodgson Russ, LLP, commenced a lawsuit in Ulster County Supreme Court (EF2022-1113) regarding Columbia’s breach; and

WHEREAS, the Village desires to join that existing lawsuit, and retain Hodgson Russ LLP as counsel for the purpose of joining Joule’s litigation on behalf of the Village to enforce the Supply Agreement; and

WHEREAS, Hodgson Russ, LLP has already been retained by the other participating municipalities, for purposes of joining Joule to enforce the Supply Agreement; and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees that:

1. Commencement and prosecution of a civil action against Columbia, and any other appropriate party, for the purpose of enforcing the Supply Agreement and protecting the interests of the residents, including but not limited to preventing any breach, and/or recovery of damages from any responsible party on behalf of the Village and its residents and small non-residential customers, is hereby authorized and approved.

2. The Mayor and staff are authorized to take all appropriate steps to support the successful prosecution of the proceeding.
3. The retention of Hodgson Russ LLP as outside counsel is hereby authorized for the purpose of prosecuting this action. Nothing in this Resolution authorizes the expenditure of Village funds for such purpose, since it is understood by Joule and Hodgson Russ, LLP that in no event shall the Village be responsible for any legal fees. It is also understood that if there is an award payable to the plaintiffs, the proceeds of such award will first be paid to Hodgson Russ, LLP to pay any outstanding legal fees, and then to reimburse Joule for any legal fees it previously paid Hodgson Russ, LLP; before payment to the program participants. If there is no award, then Cold Spring is not responsible for the payment of any legal fees.
4. This Resolution shall be effective immediately upon its adoption.

On roll call vote:

Trustee Laura Bozzi voted:

Trustee Cathryn Fadde voted:

Trustee Eliza Starbuck voted:

Trustee Tweeps Phillips Woods voted:

Mayor Kathleen E. Foley voted:

Resolution officially adopted on _____ by a vote of _____

Jeff Vidakovich, Village Clerk-Treasurer

Date



VILLAGE OF COLD SPRING
85 MAIN STREET, COLD SPRING, NY 10516
TEL: (845) 265-3611 FAX: (845) 265-1002
WEB: WWW.COLDSRINGNY.GOV

RESOLUTION #30-2022
SUSPENSION OF ON STREET PARKING ON MARION AVENUE

The following resolution was offered by _____ for adoption and seconded by _____, to wit:

WHEREAS, the Village of Cold Spring has on-street parking regulations which limit or prohibit on-street parking at certain times and locations; and

WHEREAS, the Village of Cold Spring conducts snow clearing on its streets during winter months; and

WHEREAS, snow clearing activity in the vicinity of Marion Avenue and Benedict Road could be better conducted and coordinated with local residents if the Village's on-street parking regulations are suspended on the dead-end portion of Marion Avenue south of Benedict Road to allow parked vehicles to remain thereon; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Village Board of the Village of Cold Spring hereby suspends on-street parking regulations for the dead-end portion of Marion Avenue south of Benedict Road from November 15, 2022 until April 15, 2023; and
2. A copy of this resolution shall be posted at Village Hall and provided to the Village Police Department forthwith.

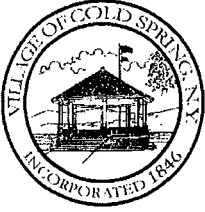
On roll call vote:

- Trustee Laura Bozzi voted:
- Trustee Cathryn Fadde voted:
- Trustee Eliza Starbuck voted:
- Trustee Tweeps Phillips Woods voted:
- Mayor Kathleen E. Foley voted:

Resolution officially adopted on _____ by a vote of _____

 Jeff Vidakovich, Village Clerk-Treasurer

 Date



VILLAGE OF COLD SPRING
85 MAIN ST., COLD SPRING, NY 10516
TEL: (845) 265-3611 FAX: (845) 265-1002
WEB: WWW.COLDSRINGNY.GOV

RESOLUTION 31-2022 AUTHORIZING THE MAYOR TO EXECUTE THE WATER SUPPLY AGREEMENT WITH THE NEW YORK CITY WATER BOARD

WHEREAS, the New York City Water Board (the “Water Board”) is the leasehold owner of New York City’s water supply system, which includes the Catskill Aqueduct and the City’s water supply system is operated by New York City Department of Environmental Protection (the “DEP”); and

WHEREAS, the Village is in the process of seeking approvals for a Revocable Land Use Permit (the “Permit”) from the DEP to allow the Village to connect to the New York City Catskill Aqueduct, as an emergency back-up water supply; and

WHEREAS, in order for the Village to connect to the City’s water supply system, it is also required to enter into a Water Supply Agreement (the “WSA”) with the Water Board; and

WHEREAS, the Water Board wishes to enter into a WSA with the Village in order to allow the Village to make a new connection to the City’s Catskill Aqueduct to supply water to the Village and its users during the Village’s upgrade of its existing water supply system and as may be necessary in the future during the term of the WSA; and

WHEREAS, the new connection by the Village constitutes a Type II Action exempt under SEQRA Section 617.5(c)(1) since there is no substantial changes in the existing facility; and

WHEREAS, based upon the above, no further environmental review under SEQRA is required; and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees that:

1. The Village Board of Trustees hereby approves the attached Water Supply Agreement (including the attached appendixes 1-5) with the Water Board, and the Mayor is hereby authorized to sign the WSA and any documents necessary to effectuate the terms thereof, subject to final review and approval of the WSA and appendixes by the attorney and engineer for the Village; and
2. This Resolution shall be effective immediately upon its adoption.

On roll call vote:

Trustee Laura Bozzi voted:

Trustee Cathryn Fadde voted:

Trustee Eliza Starbuck voted:

Trustee Tweeps Phillips Woods voted:

Mayor Kathleen E. Foley voted:

Resolution officially adopted on _____ by a vote of _____

Jeff Vidakovich, Village Clerk-Treasurer

Date

AGREEMENT, made by and between the Village of Cold Spring, a municipal corporation organized pursuant to the laws of the State of New York and having its principal office at 85 Main Street, Cold Spring, New York 10516 (“Cold Spring” or “Village”), and the New York City Water Board, a public benefit corporation organized pursuant to the laws of the State of New York and having its principal office at 59-17 Junction Boulevard, 8th Floor, Flushing, New York 11373 (the “Water Board”).

PREAMBLE

WHEREAS, the Village has, under the laws of the State of New York, the authority to provide water to areas outside its boundaries and provides water from its independent primary water supply to a small portion of the Town of Philipstown and most of the Village of Nelsonville (the “Outside Areas”); and

WHEREAS, the Village primary water supply system is in need of an upgrade (“Village Upgrade”), and the Village wishes to make a new connection to the water supply system of the City of New York (the “City”) in order to obtain a back-up supply for its residents and the Outside Areas during the Village Upgrade; and

WHEREAS, the Village and its Outside Areas wish to maintain a connection to the City’s water supply system following the Village Upgrade for use as a back-up supply should the need arise in the future; and

WHEREAS, the Village is authorized by Section 24-360 of the Administrative Code of the City of New York to take and receive a supply of water from the water supply system of the City; and

WHEREAS, the Water Board is the leasehold owner of the City water supply system pursuant to a leasehold agreement between the Water Board and the City, dated as of July 1, 1985, as amended November 1, 1985, and *inter alia* to the New York City Municipal Water Finance Authority Act, New York State Public Authorities Law, Sections 1045 and 1046; and

WHEREAS the City water supply system is operated by the New York City Department of Environmental Protection (“DEP”); and

WHEREAS, the Village has, by resolutions of its Village Board authorizing the execution and delivery of this Agreement agreed to comply with the provisions of Section 24-360 of the Administrative Code of the City of New York, which relates to obtaining and receiving a supply of water from the water supply system of the City; and

WHEREAS, the Village has previously been authorized by DEP to operate an emergency connection to the City water supply system at the Catskill Aqueduct’s Foundry Brook Siphon pursuant to a series of permits issued by DEP, which permits have subsequently expired; and

WHEREAS, the Water Board and the Village wish to enter into this Agreement in order to address the making of a new, larger, connection to the City's Catskill Aqueduct near the same location, in order to temporarily supply water to the Village and the Outside Areas during the Village Upgrade and as may be necessary in the future during the term of the Agreement; and

WHEREAS, the Village, in compliance with the requirements of Title 15, Chapter 22, Section 22-01 of the Rules of the City of New York, has filed plans and specifications with DEP for a new, improved connection to the Catskill Aqueduct; and

WHEREAS, the Village recognizes that the water taken pursuant to this Agreement is from the City's water supply system and that it is necessary for all consumers of the City's water supply to conserve water; and

WHEREAS, the Village has agreed to undertake an effort to achieve increased water efficiency by all consumers of the City's water who are situated within the Village boundaries and in the Outside Areas, all in order to reduce water consumption;

NOW THEREFORE, in consideration of these premises and other good and valuable considerations, it is agreed by and between the Parties as follows:

ARTICLE I

Section 101 - DEFINITIONS

Whenever any of the following words or terms appear in this Agreement, such word or term shall have the meaning set forth in this section.

“Agreement” shall mean this agreement, including all appendices and exhibits annexed hereto.

“Allowance Quantity” shall mean the daily quantity of water that may be taken and received by the Village of Cold Spring, through the Connection, calculated in accordance with Section 24-360(e) of the Administrative Code and as further described in Section 302(A), below.

“Alteration” shall mean any alteration or modification of, change in, addition to, removal of, or relocation of the Connection, and all details and aspects of the work that is to be performed to effect such alteration, modification, change, addition, removal, or relocation, including, but not limited to, any such work done pursuant to this Agreement.

“Appendix I” shall mean Appendix I attached hereto and made a part hereof, consisting of the detailed plans and specifications showing the new Connection to the Catskill Aqueduct at the Foundry Brook Siphon as last revised September 16, 2022, which the Village represents are true, accurate, and complete, and reflect all facilities, equipment, and appurtenances that

constitute the Connection. “As-built” drawings certified by the engineer of record shall be filed with the DEP Bureau of Water Supply.

“Appendix II” shall mean Appendix II attached hereto and made a part hereof, consisting of a map(s) of the Village and the portions of the Village of Nelsonville and Town of Philipstown comprising the Outside Areas, showing the boundaries of the Water Service Area including the proposed Connection at the Foundry Brook Siphon and location of any treatment and distribution facilities the Village operates.

“Appendix III” shall mean Appendix III attached hereto and made a part hereof, consisting of (a) a map showing all City-Owned Lands occupied by the Village; and (b) and all associated permits, issued by DEP to the Village for the purpose of allowing the Village to construct, install, and maintain facilities, equipment, and appurtenances relating to the Connection on City-Owned Lands.

“Appendix IV” shall mean Appendix IV attached hereto and made a part hereof, consisting of: (a) the documentation submitted by the Village to authenticate the census population to be used in the calculation of the Temporary Allowance Quantity or Allowance Quantity permitted to be withdrawn from the City’s Water Supply System pursuant to this Agreement and to be used in the calculation of payment due for the Excess Water, pursuant to Section 303(B), below; (b) any reasonable corrections, revisions or modifications of such census population which the Executive Director may find appropriate; and (c) a certified copy of the resolutions of the Village authorizing the execution, delivery, and performance of this Agreement.

“Appendix V” shall mean Appendix V attached hereto and made a part hereof, consisting of the oral and electronic contact information for each Party.

“Board” or “Water Board” shall mean the New York City Water Board, a public benefit corporation organized pursuant to the laws of the State of New York, or any other agency or department, which may hereafter, exercise the jurisdiction of the New York City Water Board.

“City” shall mean the City of New York, a municipal corporation organized pursuant to the laws of the State of New York.

“City-Owned Lands” shall mean any real property owned by the City of New York. For the purposes of the preceding sentence, the term “real property” shall have the meaning assigned to such term in Section 1045-b (11) of the Public Authorities Law.

“City Water” or “City’s Water” shall mean water taken or originating from the City’s Water Supply System including, but not limited to, any of the City’s reservoirs, aqueducts, conduits, streams, pipes, or any of the City’s present or future water supply system facilities under the jurisdiction of the City or the Water Board.

“City’s Water Supply System” or “water supply system of the City of New York” or “water supply system of the City” shall mean, but not be limited to, the reservoirs, lakes,

aqueducts, conduits, streams, structures, appurtenances, equipment, piping, meters, metering equipment, meter pits, wells, devices of any kind and all other facilities, together with the lands, wherever situated, that are under the jurisdiction of DEP or the Water Board.

“Cold Spring” or “Village” shall mean the Village of Cold Spring, a municipal corporation organized pursuant to the laws of the State of New York.

“Commissioner” shall mean the Commissioner of DEP or the Commissioner's duly authorized representative, or any other person who hereafter may perform the functions and duties of the Commissioner of the DEP.

“Condition(s) Affecting the City's Supply Ability” shall mean any condition(s) which, in the sole judgment of the City, adversely affects, or has the potential to adversely affect, the integrity, safety, or reliability of the City's Water Supply System, including, but not limited to, a declaration by the City or Commissioner of a drought, drought watch, drought warning, drought emergency, water pressure emergency, or any circumstance in which the allowable diversion of water by the City from the Delaware River basin is less than 800 million gallons per day (MGD).

“Connection” shall refer to any direct connection to the City Water Supply System.

“Connection Facilities” shall mean any and all facilities, structures, equipment, and appurtenances, including, but not limited to, the filtration plant, pumps, pipes, conduits, backflow prevention valves, flow control valves, meters, metering equipment, and other devices, forming any part of a Connection.

“Connection Site” shall mean the City-owned parcel located near the Foundry Brook Siphon of the Catskill Aqueduct.

“DEP” shall mean the New York City Department of Environmental Protection, an executive agency of the City, or any other agency or department that may hereafter, exercise the jurisdiction of DEP.

“Deputy Commissioner” shall mean the Deputy Commissioner for the Bureau of Water Supply of DEP or the Deputy Commissioner's duly authorized representative, or any other person who hereafter may perform the functions and duties of the Deputy Commissioner for the Bureau of Water Supply of DEP.

“Excess Water” or “Excess Withdrawal” shall mean any City Water taken, for years 1-5 of the Term of this Agreement, by the Village and its Outside Areas exceeding the Temporary Allowance Quantity, calculated for the entire service area as a whole; and for years 6-10 of the term of this Agreement, by the Village or its Outside Areas, exceeding the Allowance Quantity calculated individually for each entity in accordance with 24-360 as applicable.

“Executive Director” shall mean the Executive Director of the Water Board or the Executive Director's duly authorized representative, or any other person who hereafter may perform the functions and duties of the Executive Director of the Water Board.

“Metering Equipment” shall mean DEP-approved devices required to measure accurately the flow of water through flowing media, including any Telemetry Equipment.

“Outside Areas” shall mean the areas outside the Village of Cold Spring boundaries, at the time of Agreement defined specifically as fourteen (14) properties in the Town of Philipstown (the “Philipstown Properties”) and one hundred ninety-seven (197) properties in the Village of Nelsonville (the “Nelsonville Properties”), as shown on Appendix II, for which the Village provides water from its independent primary water supply.

“Parties” and “Parties to the Agreement” shall mean the Village of Cold Spring and the New York City Water Board.

“Person” shall mean and include, but not be limited to, any natural person, partnership, firm, public or private corporation, governmental body, political entity, agency, municipality, partnership, association, firm, trust, estate or any other legal entity whatsoever, except that Person shall not mean the State of New York or any State department, agency, board, public benefit corporation, public authority or commission.

“Regulated Rate” shall mean such charges or rates that shall be set from time to time by the Water Board, in accordance with Section 24-360 of the Administrative Code of the City of New York and Section 1045-j of the Public Authorities Law, and charged for the Allowance Quantity and/or Temporary Allowance Quantity of City Water, as applicable.

“Telemetry Equipment” shall mean DEP approved electronic instrumentation, installed at a Connection location for the transfer of flow information between the Connection location and a specified DEP location.

“Temporary Allowance Quantity” shall have the meaning set forth in Section 302(A) of this Agreement.

“Term” shall have the meaning as set forth in Section 604 of this Agreement.

“Timely” in the case of payment for withdrawals of City Water shall mean thirty (30) days from the date of invoice.

“Water Service Area” shall mean the area shown in Appendix II, which includes all properties within the boundaries of the Village of Cold Spring and the properties in the Outside Areas that are served by the Village water distribution system.

ARTICLE II

Section 201 - CONNECTION

(A) It is agreed by and between the Parties that, subject to the terms and conditions of this Agreement, the Village shall be permitted to maintain a Connection to the Foundry Brook Siphon of the Catskill Aqueduct for the purpose of obtaining a supply of City Water from the Catskill Aqueduct as an emergency water source for consumption solely within the Water Service Area, for the Term of this Agreement.

(B) The plans and specifications for the Connection at the Siphon, as set forth in Appendix I, include a metering chamber that will, if requested by DEP, be capable of incorporating Telemetry Equipment, which would enable DEP and the Village to monitor the flow from the Connection remotely. The Parties agree that the shut-off valve that controls this Connection, and any similar devices or equipment that may be operated by DEP, will be set in an open position and shall not be operated by DEP to reduce or limit the flow of water pursuant to Section 302(E), without reasonable advance written notice to the Village, except in the event of an emergency. In the event of an emergency, DEP shall notify the Village orally and electronically of such event and operation as soon as practicable, followed by written confirmation of the same.

Section 202 - PLANS FOR INSTALLATION OR ALTERATION OF CONNECTION; MODIFICATION OF CONNECTION

(A) The Village shall install and maintain its Connection in strict accordance with the plans and specifications set out in Appendix I at the sole cost and expense of the Village. The entire cost and expense of hiring the professional engineer and construction inspector shall be borne by the Village.

No alteration or modification of such plans and specifications shall be made by the Village unless such alteration or modification shall have first been approved in writing by the Deputy Commissioner.

(B) The Connection shall not be altered, modified, relocated, or removed in any way unless such alteration, modification, relocation, or removal shall have first been approved in writing by the Deputy Commissioner.

(C) Anything herein to the contrary notwithstanding, the Water Board retains the right, upon reasonable notice, to direct the Village to modify the Connection (including, but not limited to, requiring the Village to install improved or additional equipment such as Metering Equipment, water hammer prevention valve(s), backflow prevention equipment, vacuum breaking equipment, or Telemetry Equipment) whenever the Deputy Commissioner, in his or her sole discretion, determines that such modifications are necessary for preserving the integrity, safety, and reliability of the City's Water Supply System (including, but not limited to,

modifications deemed necessary to encourage conservation and accurate measurement of all water supplied to the Water Service Area(s) from the City's Water Supply System). The Village shall abide by all such directions and shall, at the sole cost and expense of the Village, prepare the plans for any such modification and submit such plans to the Deputy Commissioner for the Deputy Commissioner's written approval. Unless and until the Deputy Commissioner gives such written approval, no such modification shall be made. Upon receipt of written approval from the Deputy Commissioner, the Village shall proceed to promptly make the modifications so approved, at the sole cost and expense of the Village. After notice is made to the Village, the Water Board and DEP will allow for a period of consultation between the Parties to review the modifications and develop a scope of work by which the Village will make such modifications.

(D) The Deputy Commissioner specifically retains the right to direct the Village to install Metering and Telemetry Equipment at the Connection, and to implement the Telemetry Equipment, to the Deputy Commissioner's satisfaction, in order to comply with the wireless metering system being implemented by DEP and the Water Board for all municipalities receiving a supply of water from the City's Water Supply System. The Village shall abide by such direction pursuant to the terms of Section 202(C) of this Agreement.

(E) Whenever an application is submitted by the Village to the Deputy Commissioner for the Alteration of the Connection, such application shall be in writing and shall be accompanied by a detailed set of plans and specifications describing the work proposed to be performed along with any other documents set forth in Chapter 22-01 of Title 15 of the Rules & Regulations of the City of New York.. Upon receipt of any such application, together with such plans and specifications, the Deputy Commissioner shall use his or her best efforts to review, and to approve or disapprove the work, within sixty (60) days thereafter or, if the nature of such work requires a longer period of review, such longer period as the Deputy Commissioner reasonably determines to be necessary for such purpose. The Deputy Commissioner shall notify the Village in writing, prior to expiration of such 60-day period, whether a longer period of review is necessary and the length thereof. Nothing contained herein shall be deemed to create any form of automatic approval if, in any given case, the Deputy Commissioner fails to approve or disapprove any proposed work within such 60-day period (or such longer period, as applicable).

(F) Anything herein to the contrary notwithstanding, the City shall have the right (but not the obligation) in the absolute discretion of the Commissioner or Deputy Commissioner and upon reasonable notice, to modify, install, or replace any Metering Equipment or Telemetry Equipment installed at the Connection, and the Village agrees to promptly reimburse the City or Board for the cost of any such modification(s), replacement(s), or installation(s).

(G) In the event that, for any reason, the Village removes the Connection, no replacement Connection may be made to the City's Water Supply System after such removal except pursuant to a new agreement duly executed by the Village and the Water Board.

(H) Upon completion of installation of the Connection, the Village shall deliver to the Deputy Commissioner two (2) printed sets and an electronic copy of "as built" drawings covering all facilities, equipment, and appurtenances forming part of such Connection. The exact location of all buried pipes, conduits, and appurtenances relevant to such Connection, shall

be shown on the “as-built” drawings. Electronic copies shall be in both Adobe “pdf” format and Autocad “dwg” formats. Autocad layers for location surveys, reference points and controls shall be included.

(I) If, pursuant to Section 202(B) above, the Village alters, modifies, relocates, or removes the Connection, the Village shall, upon completion of the work, deliver to the Deputy Commissioner two (2) complete sets of “as built” drawings and one electronic copy of “as built” drawings, covering all of such work and reflecting the related facilities, equipment, and appurtenances as so altered, modified, relocated, or removed (including the exact location of all buried pipes, conduits, and appurtenances that have been altered, modified, relocated, or removed). Any modifications to Appendices I, II, or III required as a result of an Alteration to the Connection approved by the Deputy Commissioner after the effective date of this Agreement pursuant to this Section may be made and incorporated into this Agreement upon agreement by the Parties, in accordance with Section 607, below.

Section 203 - NOTICE OF COMMENCEMENT OR SUSPENSION OF WORK AND INSTALLATION OF THE CONNECTION FACILITIES

(A) The Village shall give to the Deputy Commissioner written notice at least seven (7) days prior to the commencement of the construction and installation of the Connection Facilities. In addition, the Village shall give the Deputy Commissioner written notice at least seven (7) days prior to the commencement of any Alteration of the Connection Facilities.

(B) In the event that it becomes necessary to suspend the construction and installation of the Connection Facilities, or the Alteration of the Connection Facilities, the Village shall give the Deputy Commissioner written notice at least forty-eight (48) hours prior to such suspension.

(C) The Deputy Commissioner shall be deemed to have been given notice in accordance with this section when he or she receives such written notice.

Section 204 - SUPERVISION OF THE WORK AND INSTALLATION OF CONNECTION FACILITIES; SURETY BOND

(A) Any work related to the construction and installation of the Connection Facilities or related to the Alteration of the Connection Facilities, shall be performed by the Village under the supervision of a professional engineer, licensed to practice in New York State and approved by the Deputy Commissioner. At least three (3) weeks prior to the commencement of any such work, the Village shall furnish the Deputy Commissioner, for his or her approval, the identity of the supervising professional engineer and contractor together with a summary of relevant work experience. DEP may inspect the work in progress as it deems appropriate or necessary.

(B) No such work shall commence unless and until DEP, prior to the Village soliciting any bids or proposals for the work, has first approved in writing the technical specifications therefor. DEP must be provided the contract specifications at least forty-five (45) days in advance of such contract specifications being used in any solicitation. In addition, prior to the

award of the contract, the Deputy Commissioner shall have a reasonable opportunity (not exceeding thirty-five (35) calendar days) to review the contractor proposed to be engaged to perform such work. The Deputy Commissioner shall have the right to disapprove such contractor.

(C) Prior to commencing any work, the Town or the Village shall post a surety bond in an amount to be determined by the Deputy Commissioner to cover the cost of removing any such Connection and the Village shall keep such bond current throughout the time period which the Connection is used.

Section 205 - [Intentionally Reserved]

Section 206 - PERMITS AND APPROVALS; LAWS AND REGULATIONS

The Village shall obtain all necessary permits and approvals for, and shall conform to all applicable laws, ordinances, rules, and regulations governing, any work with respect to, the construction and installation, or the alteration, modification, relocation, or removal of the Connection Facilities. In addition, the Village shall obtain all necessary permits and approvals for, and shall conform to all applicable laws, ordinances, rules, and regulations governing, the operation and maintenance of the Connection Facilities.

Section 207 - OCCUPATION OF CITY-OWNED LANDS

(A) The Village shall not occupy or use any City-Owned Lands for the construction and installation, operation and maintenance, or alteration, modification, relocation, or removal of the Connection Facilities, except pursuant to the terms and conditions of written, revocable permits issued for such purpose by DEP, including those permit(s) listed in Appendix III. No additional City-Owned Lands may be occupied or used for the Connection Facilities except pursuant to, and in accordance with, new permits (or amended permits) issued by DEP to permit such occupation or use.

(B) The Village shall maintain and keep clean, to the satisfaction of the Deputy Commissioner, all City-Owned Lands occupied or used in connection with the Connection Facilities.

(C) The Village specifically acknowledges and recognizes that its use of the Connection Facilities shall not interfere in any way with the City's operation, maintenance, repair, or shutdown of the City's Water Supply System in its absolute discretion, including, but not limited to, the operation and maintenance by DEP of any reservoir, controlled lake, aqueduct, tunnel, or other part of the City's Water Supply System.

(D) The Village may not remove, without written permission from the Deputy Commissioner, resources from City-Owned Lands (other than City Water as provided for in this Agreement), including, but not limited to, minerals, natural gas, timber, and soil.

Section 208 - METERING EQUIPMENT

(A) The Village shall install and maintain any Metering Equipment and Telemetry Equipment necessary to measure accurately the quantity of City Water withdrawn from the Connection in accordance with all requirements established by DEP or the Water Board. Such Metering Equipment and Telemetry Equipment shall be approved by the Deputy Commissioner as to type and location, before installation by the Village. In the event that DEP or the Water Board revises, changes, or updates its specifications for Metering Equipment or Telemetry Equipment or other equipment in connection with measuring the amounts of water taken from the City Water Supply System, such Metering Equipment or Telemetry Equipment and other equipment shall be promptly installed in accordance with this Section 208.

(B) DEP and the Board shall have at all times unrestricted access to the structures housing any Metering Equipment, backflow prevention equipment, and other related equipment or vacuum breaking equipment that may be required, whether located on property of the City or elsewhere. Two (2) sets of duplicate keys to all locks on and in every such structure shall be delivered by the Village to the Deputy Commissioner. The lock and door on each such structure, whether or not located on City property, shall be subject to the approval of the Deputy Commissioner. Any lock that becomes broken or inoperable shall be promptly replaced by, and at the sole expense of, the Village. Any replacement lock (whether to replace a lock that has been broken or for any other reason) shall be subject to approval of, and two (2) sets of keys for such replacement lock shall be delivered by the Village to, the Deputy Commissioner.

(C) Either Party to the Agreement may make at any time a reasonable request for a test of Metering Equipment and backflow prevention equipment, but in any event all Metering Equipment, Telemetry Equipment, if any, and backflow prevention equipment shall be tested by the Village at least once a year. Such tests shall be conducted by a Person approved by the Deputy Commissioner, at the sole cost and expense of the Village. A request for a test after the repair and/or replacement of the Metering Equipment is deemed a reasonable request for the purposes of this section.

(D) All Metering Equipment and any appurtenances shall be sealed by DEP, or by the Village as directed by DEP, and in such fashion, including locks, as may be directed by the Deputy Commissioner and no seal shall be broken except in the presence of representatives of DEP and the Village.

(E) In the event that any of the Metering Equipment, associated appurtenances, backflow prevention equipment, Telemetry Equipment, or vacuum breaking equipment becomes inoperable, obsolete or fails to measure accurately and correctly the amounts of water withdrawn from the Connection, it shall be repaired or replaced by the Village, at its sole cost and expense, to the satisfaction of the Deputy Commissioner within a reasonable time frame, not to exceed thirty (30) days after the earlier of the discovery of same by the Village, or notification to the Village by DEP or the Water Board. In the event any such equipment is not replaced or repaired by the Village within thirty (30) days, DEP may install any of the Metering Equipment, associated appurtenances, backflow prevention equipment, Telemetry Equipment, or vacuum breaking equipment and demand reimbursement from the Village.

SECTION 209 - UNAUTHORIZED CONNECTIONS

(A) The Village represents and warrants that, except for the Connection described in Section 201(A), there are no other sources of City Water in use by the Village, or between the Village and any other water district, municipality, or Person. In addition, there are no interconnections between the Village and any other water district, municipality or Person, other than the Outside Areas, for the supply of water drawn from the water supply system of the City. The Village, shall not install, permit, or otherwise allow the installation of any other Connection or interconnection for the taking of City Water whatsoever without the Deputy Commissioner's prior written approval.

(B) It is understood and agreed that the existence or making of any unauthorized connection(s) or unauthorized interconnection(s) between the Village and any other municipality, water district or Person, whether or not water passes through it, shall be a material breach of this Agreement; provided, however, such restriction shall exclude service connections by the Village or its Outside Areas to individual properties within the Water Service Area. If the Village, or any agent, servant, or employee of the Village shall discover or be informed of any unauthorized connection(s), the Village shall (1) notify the Commissioner and the Water Board in writing within 24 hours of such discovery and (2) promptly shut down and permanently dismantle (or cause to be promptly shut down and permanently dismantled) such unauthorized connection(s). Where DEP or the Water Board finds that the Village has at any time on or after the execution of this Agreement installed, permitted, or allowed to be continued any such unauthorized connection(s), the Water Board shall, in addition to any other rights or remedies it may have at law or in equity, have the rights to: (1) require the Village to pay for all City Water passing through such unauthorized connection(s) for a period not exceeding one year at the then applicable in-City meter rate, and the Village expressly agrees to pay the same; (2) at the sole option of the Water Board, cancel or revoke this Agreement in whole or in part; (3) seal, dismantle, destroy, or otherwise inactivate, such unauthorized connection(s); or (4) any combination of the foregoing. In connection with the foregoing, the Village expressly authorizes the City and the Water Board to make application in the name of the Village to any court for appropriate order and/or to enter upon any public or private property in the Village's control.

(C) The Village shall pay all reasonable legal costs and expenses incurred by the City or Board in enforcing its rights pursuant to this Section. Nothing in this Section shall be construed to limit any rights of the Board to recover from the Village damages occasioned by the latter's acts or omissions hereunder.

Section 210 – BLASTING

(A) In connection with the construction, installation, alteration, removal, or relocation of the Connection Facilities, the Village agrees that there shall be no blasting on City-Owned Lands.

(B) The Village further agrees that in connection with the construction, installation, alteration, removal, or relocation of the Connection Facilities, there shall be no blasting on any

property which is not the City's property, and which is within one thousand feet of any City-Owned Lands or any part of the City's Water Supply System, including, but not limited to, its aqueducts, without the express written approval of the Deputy Commissioner. It is agreed that such approval may be granted or withheld in the absolute discretion of the Deputy Commissioner in view of the dangers posed by blasting to the safety of the City's Water Supply System, and that such blasting, if permitted, shall be done in strict compliance with the written directions and requirements of the Deputy Commissioner.

Section 211 - TAXES

(A) The Village shall promptly reimburse the City, or cause the Outside Areas to promptly reimburse the City, as applicable, commencing on the effective date of this Agreement, for all taxes, assessments, special ad valorem levies, special charges, special assessments, and all other taxes and charges that are levied or imposed upon or charged against any of the City-Owned Lands occupied by the Connection Facilities. Any challenge, action, or proceeding which the Village may wish to bring contesting the cost demanded and the obligation to pay it shall be initiated only after the costs have been paid to the Board in full. Any failure by the Village to comply with the obligations of the proceeding sentence shall constitute a material breach of this Agreement. A description of the City-Owned Lands occupied by the Connection Facilities appears in Appendix III hereof.

(B) The Village shall promptly reimburse the City, or cause its Outside Areas to promptly reimburse the City, commencing on the effective date of this Agreement, for all taxes, assessments, special ad valorem levies, special charges, special assessments, and all other taxes and charges that are levied or imposed upon or charged against any City-Owned Lands contiguous to any lands occupied by the Connection Facilities to the extent that the amount thereof results from an increase in valuation of the City-Owned Lands which is attributable to the occupation by the Connection Facilities of such contiguous lands. Any challenge, action, or proceeding which the Village may wish to bring contesting the cost demanded and the obligation to pay it shall be initiated only after the costs have been paid to the Board in full. Any failure by the Village to comply with the obligations of the proceeding sentence shall constitute a material breach of this Agreement.

Section 212 - REMOVAL OF CONNECTION

(A) Connection Facilities shall be removed or relocated upon the occurrence of either of the following conditions:

(1) If the Village discontinues use of the Connection, it shall remove such Connection Facilities within one hundred eighty (180) days after such discontinuance, unless otherwise directed by the Deputy Commissioner in his or her discretion upon consideration that such Connection may be needed for back-up water supply purposes. For purposes of this Section, "discontinuance" means permanent discontinuance and does not include temporary discontinuance or discontinuance of use for a short period of time, as when a Connection is placed in a standby mode upon written approval from the Deputy Commissioner; provided that a

Connection in standby mode shall be protected and maintained in a state of readiness for immediate operation, shall continue to be metered and meters tested as may be directed by the Deputy Commissioner, and the state of readiness and maintenance shall be certified to the City as the Deputy Commissioner may require.

(2) The Village shall, within one hundred eighty (180) days after demand is made by the Deputy Commissioner, remove or relocate any of the Connection Facilities specified by the Deputy Commissioner when, in the opinion of the Commissioner, the operation or maintenance of the City's Water Supply System renders such removal or relocation necessary or desirable. It is understood that this subparagraph (2) is not intended to require removal or relocation solely in order to eliminate the ability of the Water Service Area, subject to all other provisions of this Agreement, to receive the daily quantity of water authorized by Administrative Code Section 24-360 (e) and as specified in this Agreement.

(B) Within thirty (30) days after the removal or relocation of the Connection Facilities located on City-Owned Lands, the Village, to the satisfaction of the Deputy Commissioner, shall restore any City-Owned Lands previously occupied by such Connection Facilities to the condition that prevailed before the installation of the Connection Facilities.

(C) If the Village fails to remove or relocate the Connection Facilities and/or restore the City-Owned Lands as required by this Section, within the applicable time period specified in subsection (A) or subsection (B) of this Section, the City or Board may, upon thirty (30) days prior written notice by the Commissioner to the Village, remove or relocate the Connection Facilities and/or restore the City-Owned Lands and charge to the Village the entire cost and expense of such removal or relocation and/or restoration, and enter judgment for such cost and expense in any court of competent jurisdiction.

(D) The requirements of this Section shall survive the expiration or termination of this Agreement.

Section 213 – COSTS

The entire cost and expense of the design, construction, installation, maintenance, use, alteration, removal, or relocation of the Connection Facilities; the entire cost and expense of installation, repair, and/or replacement and testing of any Metering Equipment, backflow prevention, Telemetry Equipment, or vacuum breaking equipment, if any; the compensation paid for the services of the professional engineer(s); any costs and fees associated with using City-Owned Lands (including fees and costs associated with obtaining a City land use permit); and all other services and/or activities and/or work done pursuant to and/or required by any article or section of this Agreement shall be borne by the Village.

ARTICLE III

Section 301 - WITHDRAWAL OF WATER FROM CONNECTION

(A) The following provisions shall apply for the Village to be permitted to take water from the City's Water Supply:

(1) The Deputy Commissioner shall receive both written notice and oral notice from the Village at least five (5) days prior to the Village's intention to commence testing of, or to commence for the first time regular withdrawal of water from, the Connection.

(2) The Deputy Commissioner shall receive oral notice from the Village at least five (5) days prior to the Village's intention to begin withdrawing water, whether or not for the first time, from the Connection or to discontinue the withdrawal of water from the Connection after the Village determines its own supply is adequate. Such oral notice shall be immediately confirmed by written notice to the Deputy Commissioner stating explicitly the reason(s) for such withdrawal or discontinuance of withdrawal from the Connection. If pumps are used to withdraw water from the Connection, notification of start-up and shutdown during normal daily operations under normal operating conditions is not needed.

(3) If an emergency situation occurs which precludes prior notification in accordance with preceding subparagraph (2) of this Section, such oral notice shall be made immediately upon the Village's determination of need for such withdrawal or discontinuance, and such written notice shall be made within forty-eight (48) hours of such determination, regardless of Saturday, Sunday, or any holidays. For the purposes of this subsection, an emergency situation is any condition or circumstance which jeopardizes or endangers the supply of water needed to satisfy the minimum daily requirement of the inhabitants of the Water Service Area, thereby threatening the health, safety, and welfare of such inhabitants.

(B) Unless otherwise permitted by express written consent of the Deputy Commissioner, the Village may withdraw water from the City's Water Supply System exclusively for consumption within the Water Service Area. The Village shall not abandon the routine use of its existing primary water supply in favor of the City's Water Supply System.

Section 302 – DAILY QUANTITY OF WATER PERMITTED TO BE WITHDRAWN FROM THE CITY'S WATER SUPPLY SYSTEM; AUTHENTICATION OF POPULATION OF WATER SERVICE AREA; RESTRICTIONS ON EXCESSIVE WITHDRAWAL

(A) For the five year period immediately following the effective date which term may be extended for two additional one (1) year periods upon submission of a written request and justification by the Village and written approval by the Water Board's Executive Director, which approval shall not be unreasonably withheld so long as the Village is actively involved with completing the improvements on the Cold Spring Upper Dam (the "Temporary Period"), during which the Village anticipates performing the Village Upgrade, the daily quantity of City Water that the Village may receive or withdraw from the Connection shall not exceed a temporary allowance quantity, calculated by multiplying the number of inhabitants within the boundaries of the Water Service Area by the daily per capita consumption of water within the City as measured by the DEP (the "Temporary Allowance Quantity"), using such computation methodology as the Water Board, in its discretion shall determine and which Temporary Allowance Quantity shall be

accepted by and binding on the Village unless and until the Water Board's computation methodology is revised by the New York State Department of Environmental Conservation ("DEC") or a court of competent jurisdiction; provided, however, that such limitation will not apply where an excess withdrawal results solely from 1) the City's specific direction and written authorization to take and store City Water in anticipation of, or as a direct result of, a shutdown of City aqueduct(s), or 2) where an Excess Withdrawal is made pursuant to and in accordance with the terms of a permit issued by the DEC; and provided further that the Parties may agree upon a lesser amount to be received or withdrawn from the Connection. After the Temporary Period, the daily quantity of City Water that the Village may receive or withdraw from the Connection shall not exceed the Allowance Quantity, calculated by multiplying the number of inhabitants within the boundaries of the Village and each of its Outside Areas by the daily per capita consumption of water within the City as measured by the DEP, individually for the Village and each of its Outside Areas using such computation methodology as the Water Board, in its discretion shall determine and which Temporary Allowance Quantity shall be accepted by and binding on the Village unless and until the Water Board's computation methodology is revised by the New York State Department of Environmental Conservation ("DEC") or a court of competent jurisdiction; provided, however, that such limitation will not apply where an excess withdrawal results solely from 1) the City's specific direction and written authorization to take and store City Water in anticipation of, or as a direct result of, a shutdown of City aqueduct(s), or 2) where an Excess Withdrawal is made pursuant to and in accordance with the terms of a permit issued by the DEC; and provided further that the Parties may agree upon a lesser amount to be received or withdrawn from the Connection

(B) The daily Temporary Allowance Quantity and Allowance Quantity may be calculated and enforced on a daily basis, but may, at the City's sole option, be billed to the Village on a monthly or other basis, provided, however, that the City may elect at any time, regardless of any custom or practice and in its absolute discretion, to calculate, enforce and bill the requirement on a daily basis.

(C) It is understood and expressly agreed that the Village has no right under any law, rule, regulation, judicial or administrative decision, or oral or written contract, nor under any other source or authority, to receive or take in excess of its Temporary Allowance Quantity or Allowance Quantity, nor shall any such right be inferred from any custom, practice, variation, or any provision of the Agreement (including, but not limited to, Subsections (B) and (C) of this Section 302); *excepting only, however*, that certain limited and conditional right granted in Subsection 302(A) of this Agreement. No water shall be withdrawn from the City's Water Supply System as part of the daily quantity permitted the Village under this Agreement or other applicable law, regulation or otherwise to supply water to any Person outside the boundaries of the Water Service Area provided, however, such restriction shall exclude service connections by the Village or its Outside Areas to individual properties within the Water Service Area.

For the purposes of this Section, the number of inhabitants in the Water Service Area shall be the number of inhabitants reported for the Village in the most recent official census of the United States or the State of New York, plus the number of inhabitants of the Outside Areas, as set forth in Appendix IV; provided, that, within sixty (60) days after official publication of the most recent census, the Village shall supply to the Executive Director a certified copy of its most

recent census figures for the Village and estimate the population served in the Outside Areas. If the Village fails to supply a certified copy of the most recent census figures for the Village as required by this Subsection 302(D), DEP or the Board may, at its option, use the most recent census figures or the last preceding census figures in the calculation of the daily quantity of water that the Village may receive or withdraw from the City's Water Supply System.

(D) Where the census tracts do not match the boundaries of the Village, or if the Village and DEP cannot agree on the estimate of the number of people being served by the Village in the Outside Areas, the City or Water Board shall have the right to correct, revise, or determine the appropriate population figures to be applied in calculating the Allowance Quantity in any reasonable manner selected by DEP or Water Board and in such event, the Village will be given notification of the same including the basis or methodology upon which such correction, revision, or determination was made. Any modifications to the census figures and/or estimate of the population of the Outside Areas submitted by the Village and approved by the Water Board after the effective date of this Agreement shall be incorporated into and become part of this Agreement without further action by the Parties.

(E) If on any day the quantity of water drawn from the City's Water Supply System exceeds the daily quantity permitted under Subsection 302(A), the Village shall take appropriate and effective action to prevent a recurrence of such excessive withdrawal. If the Village fails to take such appropriate and effective action within a reasonable time or if there is a recurrence of such excessive withdrawal, or if any significant delay transpires in payment to the City or Board for Excess Water drawn (notwithstanding any dispute that may be alleged by the Village), then the City or Water Board may, at its option, install or operate equipment or devices, including, but not limited to, a flow control valve, to limit or restrict the quantity of water that can be withdrawn from the Connection and the entire cost and expense of such installation shall be borne by the Village and paid to the Board. The City or the Board shall provide no less than thirty (30) days' written notice to the Village of the exercise of this option. It is agreed that the City and Board shall have the right to enter judgment for such cost and expense in any court of competent jurisdiction.

(F) In addition to and notwithstanding the foregoing, the Village shall observe any conservation requirements as may be mandated by the DEC, DEP, the City and by any other competent authority and shall obtain and maintain all permits, if any, which may be required to take, withdraw, or receive quantities of City Water in excess of that provided for in Section 302(A) above.

Section 303 - PAYMENT FOR WATER WITHDRAWN FROM THE CITY'S WATER SUPPLY SYSTEM

(A) The Village shall Timely pay for all water withdrawn from the City's Water Supply System. For all water withdrawn from the City's Water Supply System within the Temporary Allowance Quantity limit or Allowance Quantity limit, as applicable, prescribed above by Section 302(A) of this Agreement, the Village shall Timely pay for City Water at the Regulated Rate that is applicable at the time of withdrawal. With respect to all water withdrawn

in excess of the Allowance Quantity prescribed by Section 302(A) above (“Excess Water” or “Excess Withdrawals”), payment shall be made in accordance with Section 303(B) below; provided, however, that such higher rate for Excess Withdrawals shall not apply where the excess daily withdrawal results solely from the City’s specific direction and written authorization to take and store the same in anticipation of a shutdown of City aqueduct(s). Any challenge, action, or proceeding which the Village may wish to bring contesting any Regulated Rate, or the calculation of any bill for the Temporary Allowance Quantity or Allowance Quantity rendered by the Water Board, shall be initiated only after the charges in such bill shall have been paid to the Water Board in full. Any breach by the Village of the obligations pursuant to this Section 303(A) shall constitute a material breach of this Agreement.

(B) If on any day the quantity of water withdrawn from the City’s Water Supply System exceeds the daily quantity permitted under Section 302(A) of this Agreement, as calculated by the Water Board pursuant to Section 302 hereof, the Village shall Timely pay for such Excess Water at the rate in effect for such Excess Water at the time of the Excess Withdrawal as such rate is established by the Water Board pursuant to §1045-j of the New York City Municipal Water Finance Authority Act (Public Authorities Law §1045-j) (“Excess Water Rate”). The imposition or payment of the Excess Water Rate shall in no way limit or affect the rights of DEP or the Water Board under this Agreement. Any challenge, action, or proceeding which the Village may wish to bring contesting any Excess Water Rate, or the calculation of any bill for Excess Water rendered by the Water Board, shall be initiated only after the charges in such bill have been paid to the Water Board in full.

(C) In addition to any other remedies available to DEP or the Water Board for nonpayment, which include but are not limited to the collection of interest on overdue water bills and the closing of the Connection, a failure to make Timely payment in accordance with this section will subject the Village to the penalties and interest provided in Sections 11-312 and 11-314 of the Administrative Code of the City of New York.

Section 304 - METERING RECORDS

(A) The Metering Equipment to be used by DEP for billing purposes, as provided for in Section 208 of this Agreement, shall be read by the Village at such intervals as the Deputy Commissioner deems advisable. DEP shall retain the option to read the Metering Equipment as needed, and is hereby granted a license to access any Village property to read the Metering Equipment.

(B) For any period during which the Metering Equipment fails to register accurately and correctly, ceases to record the flow of water, or is removed for any purpose whatsoever, DEP will adopt a reasonable and equitable method for determining the quantity of water withdrawn from the City’s Water Supply System for such period.

(C) By the tenth day of each calendar month the Village shall furnish to the Deputy Commissioner a tabulation for the preceding calendar month of the daily readings recorded by the meters which measure the quantities of water taken and received from the City’s Water Supply System through the Connection; water consumption within the Village; and, when

appropriate technology has been installed, the total water delivered to the Outside Areas through the water supply system of the Village. The Board and DEP shall have the right to audit all meter readings supplied by the Village, and shall have access, at reasonable times and on reasonable advance notice, to inspect the books and records of the Village relating to such readings (including, but not limited to, books and records relating to water withdrawals and water consumption) for the purpose of conducting any such audit.

(D) The Village shall be responsible for any leakage that may occur between the Connection and the associated meter, and such water shall be paid for as if it had flowed through such meter. The City may make any reasonable estimate of such leakage.

Section 305 – [Intentionally Reserved]

Section 306 – CITY’S RIGHTS TO MAKE CONNECTION AND AQUEDUCT SHUTDOWNS

(A) Notwithstanding any other provision of this Agreement, it is understood and expressly agreed by the Village that the Commissioner and/or Deputy Commissioner both have, and shall at all times have, the unconditional right to shut down the source(s) of the Connection, including, but not limited to, any of the City’s aqueducts, as either of them may deem necessary or appropriate for any purpose whatsoever, including, but not limited to, purposes of inspection, repair, rehabilitation, alteration, and/or as may be occasioned by emergencies. Pursuant to this Section 306, the City may, in its sole discretion, choose not to provide any City Water from the Catskill Aqueduct or any Connection for any period of time and will have no obligation to provide alternative sources of water for the Village or the Outside Areas. The City will endeavor to provide reasonable oral or written notice of planned shutdowns and, where practicable, will provide one month’s notice of a shutdown planned to be longer than one (1) month, one (1) week’s notice for any shutdown longer than twenty-four (24) hours but shorter than one (1) month, and twenty four (24) hours’ notice of a shutdown planned to be twenty-four (24) hours or less. In the event of an emergency, DEP will notify the Village orally and electronically of such event and operation as soon as practicable, followed by written confirmation of the same.

The provisions of this Section 306 shall survive any expiration or termination of this Agreement.

(B) The Village hereby acknowledges and agrees that City has advised the Village that in connection with its = various capital projects, the Catskill Aqueduct will require several sustained shut downs whereby City Water will not be available. Therefore, any additional water supplies available to the Village as of the date hereof or anytime hereafter must be maintained and available to be used as an alternate water supply source. Any connection(s) or permits to any such water sources existing as of the Effective Date hereof or later constructed to provide additional back up supply may not be abandoned, sold, dismantled or disconnected for any reason without the City’s written approval and a showing of an alternative backup supply.

Section 307 – CERTIFIED EVALUATION OF ABILITY OF THE VILLAGE TO SUSTAIN CONNECTION SHUTDOWNS

(A) Within six (6) months of the effective date of this Agreement, the Village shall furnish the Deputy Commissioner with a professional engineer's certified evaluation, under his/her seal, of the capacity of the Village to sustain a shutdown of the Connection, as may be occasioned by emergencies or by the City's need to shut down the Connection's source. Such evaluation shall, at a minimum, describe the ability of the Water Service Area to sustain a shutdown of the Connection for the following periods:

- (1) a continuous shutdown for twelve (12) months;
- (2) a shutdown of a minimum of three (3) consecutive periods, each period consisting of five (5) consecutive days (120 consecutive hours) interrupted by a resumption of the source of the Connection (between shutdown periods) for two (2) consecutive days (48 consecutive hours); and
- (3) a shutdown of a minimum of ten (10) consecutive weeks (70 days).

(B) The periods of shutdown referred to in Section 307(A) above are intended to assist the City and the Village to plan adequately for any shutdowns of sources of the Connection which may be necessary or desirable in the future, and are not intended to in any way alter or limit the City's and the Board's rights under Section 306 hereof. It is the express obligation of the Village hereunder to ensure that the Village and the Outside Areas can sustain the shutdowns referenced in Section 307(A) at all times.

(C) Subsequent to the furnishing of the professional engineer's certified evaluation, the Village shall promptly notify the Deputy Commissioner, in writing, of any changes in its capacity to sustain a shutdown of the Connection and shall, on each subsequent anniversary of the original evaluation, furnish the Deputy Commissioner with a professional engineer's certified evaluation of its ability to sustain a shutdown of the Connection and/or combination thereof.

(D) Nothing contained herein, including any statement or evaluation delivered pursuant to this Section 307 that such a shutdown cannot be sustained, shall limit, restrict or affect the City's absolute right to make any shutdowns it finds necessary or appropriate for any period of time or duration.

Section 308 – MAINTENANCE OF NON-CITY WATER SUPPLY SOURCES

Within one hundred eighty (180) days after the effective date of this Agreement, the Village shall identify to the Deputy Commissioner, in writing, sources of non-City Water available (*i.e.*, existing or which can readily be made functional, and without regard to current water quality) to the Water Service Area together with their safe yield. In this instance, the "safe yield" shall be understood to mean the total useable water that may be stored in the Village's reservoirs and distribution storage and the water stored in the Foundry Brook Siphon above the

elevation of the connection point. The safe yield analysis shall include past records of reservoir storage change and water withdrawals. To the extent such sources are owned or controlled by the Village, such sources shall not be abandoned, sold, or disposed of without the written prior consent of the Deputy Commissioner. The Village shall take all reasonable steps to preserve and protect such sources and to improve their water quality. The Deputy Commissioner shall receive written notice from the Village at least sixty (60) days prior to the intention to abandon such a source or take any action respecting such a source that may be inconsistent with the foregoing. Such notice shall state explicitly the reason for abandonment or other contemplated action.

ARTICLE IV

Section 401 - RESTRICTIONS ON CONSUMPTION

Whenever, either for conservation purposes or because of a declaration of a water supply shortage in the City of New York, restrictions are imposed by the City or Water Board upon the consumption of water by consumers within the City, the same restrictions, or restrictions of like effect that have been approved by the Commissioner, shall be imposed and enforced by the Village upon the consumption of water by consumers within the Water Service Area. If the Village fails to impose and/or enforce such restrictions when required hereunder to do so, DEP may institute reasonable and appropriate measures to restrict the flow of City Water through the Connection so as to reasonably approximate the water conservation impacts of such restrictions, as if they had been appropriately imposed and/or enforced. Notwithstanding the foregoing, in the event the Village fails to impose or enforce such restrictions, DEP and the Board shall be entitled to enforce any other remedies that may be available to DEP or the Board in equity or law.

Section 402 - LIABILITY FOR INJURY TO THE CITY'S PROPERTY

(A) The Village shall promptly repair or cause to be repaired, to the satisfaction of the Deputy Commissioner, any injury sustained by City-Owned Lands, the City's Water Supply System, or any other property including, without limitation, any structure, building, fixture, appurtenances, facility, equipment, meter, Metering Equipment, device of any kind, which may affect the City Water Supply System in any way, both (1) when such property is located within the boundaries of the Village and such injury is caused or occasioned, directly or indirectly, by any act or omission, whether or not negligent, on the part of Village, and/or the City, or their respective agents, servants, or employees (excepting gross negligence by the City, its agents, servants or employees), or any other Person, or force whatsoever, including but not limited to acts of nature; and (2) where such property is located outside the boundaries of the Village and such injury is caused or occasioned, directly or indirectly by an act or omission on the part of the Village or its agents, servants, or employees. In all cases, such injury shall be repaired or caused to be repaired by the Village at its sole cost and expense.

(B) If any delay caused by actions or inactions of the Village in the repairs required by subsection (A) would, in the opinion of the Deputy Commissioner, jeopardize or endanger the City's Water Supply System, the City may make such repairs and/or take such reasonable and appropriate measures as are deemed necessary by the Deputy Commissioner to safeguard the City's Water Supply System. The City may charge to the Village the entire cost and expense of such repairs and/or measures.

Section 403 – WATER CONSERVATION PLAN

Within one hundred eighty (180) days of the effective date of this Agreement, the Village shall submit for written approval to the Deputy Commissioner a water loss control audit and water conservation plan designed to expeditiously achieve increased water conservation within the Water Service Area. The water loss control audit shall be based on the American Water Works Association (AWWA) M-36 methodology and spreadsheet tool. The water conservation plan shall be based on AWWA/ANSI G480-13 standard. The plan shall commit the Village to setting a conservation goal and instituting best practices including proposed milestone dates for enacting conservation measures. Conservation measures shall include, but not be limited to, universal water metering, periodic leak detection surveys, installation of low-flow fixtures in all new construction and replacement applications, leak repair programs, water conservation education, restrictions on lawn watering, and legislative and regulatory actions necessary or appropriate to implement and enforce such conservation measures. Conservation measures may also include, if found appropriate by the Deputy Commissioner, issuance of bi-monthly or monthly water meter bills, establishment of submetering requirements, and any other or similar conservation measures employed by the City, including installation of the Telemetry Equipment. The Deputy Commissioner's approval of the water conservation plan shall not be unreasonably withheld. Failure to submit an approvable water conservation plan shall be deemed a material breach of this Agreement.

Upon one hundred eighty (180) days' written notice, the Deputy Commissioner may from time to time require the Village to amend, revise, or update the water conservation plan in light of changes in the State DEC's or City's water conservation program or of the failure of the existing water conservation plan to adequately effect its purposes. All costs and expenses associated with the creation, modification, and implementation of the water conservation plan shall be paid by the Village.

The requirements of this Section 403 shall be fully effective in addition to and notwithstanding any other provisions of this Agreement (including, but not limited to, Section 401).

ARTICLE V

Section 501 - HOLD HARMLESS CLAUSE

The Village shall hold the City and the Board, and their respective officials and employees, harmless from, and indemnify the City and the Board for, all judgments and awards for damages, costs, and expenses of every kind, rendered against the City in all suits, actions, claims, and proceedings instituted against the City because of any injury, including death, to any person and/or any damage to any property caused or occasioned, directly or indirectly, by reason of any act or omission, whether or not negligent, on the part of the Village and/or the City, or their agents, servants, or employees (excepting gross negligence by City agents, servants, or employees), or any other Person, engaged in any activity or work pursuant to the provisions of this Agreement, including, but not limited to, the installation, Alteration or repair, of, and the operation, maintenance, and use of the Connection Facilities. Further, the City and the Board shall have the power to settle any such suit, action, claim, or proceeding, and the Village shall indemnify the City and the Board for any costs of such settlement. The City shall notify the Village of such suit, action, claim, or proceeding, and shall seek the consent of the Village to any such settlement, which consent shall not be unreasonably withheld.

Section 502 - DISCLAIMER OF CITY'S LIABILITY

(A) Neither the City nor the Board shall be responsible for the continuity or adequacy of the supply of water in any aqueduct or the City's Water Supply System, or for the continuity or constancy of rates of flow of water through the Connection. Neither the City nor the Board shall be liable to the Village, its Outside Areas, or their agents, servants, or employees, or to any other Person, for any injury or damage that is or might be suffered or sustained because of the interruption, diminution, cessation, or any other change that might occur, in the rate of flow of water or the quality of the water through the Connection.

(B) Neither the City nor the Board shall be required to provide any chemical treatment or any other method of purification, disinfection, (including, but not limited to, chlorination, sedimentation, and filtration) of any City Water. Neither the City nor the Board shall be liable to the Village, its Outside Areas, or their agents, servants, or employees, or to any other Person, for any injury or damage which is in any way attributable to the quality of water withdrawn from the City's Water Supply System whether or not treated or untreated by the City. The City may, if it deems reasonable, add additional chemicals to any water in the City's Water Supply System. The Village shall be required to install, maintain, and operate, at its sole cost and expense, and subject to the provisions of this Agreement, any plant or equipment for the chemical treatment, purification, disinfection, sedimentation, or filtration of the water withdrawn from the City's Water Supply System, that the Village may desire or that may be required by any federal, state, or local agency having jurisdiction. Without limiting the generality of the foregoing, the Village expressly agrees that all water supplied under this Agreement shall be taken and accepted "as is."

ARTICLE VI

Section 601 – ASSIGNMENT

The Village shall not assign or transfer this Agreement, in whole or in part, to any Person without the express prior written consent of the Executive Director. Any such assignment or transfer

without such consent shall be void and shall be cause for termination of this Agreement by the Executive Director. This Agreement may be assigned by the Board to any corporation, agency, or instrumentality having authority to accept such assignment.

Section 602 – CONSTRUCTION

The captions of sections of this Agreement are for descriptive purposes only and shall in no way control or limit the interpretation of any section, subsection, subdivision, paragraph or clause.

Section 603 – SEPARABILITY

If any section, subsection, subdivision, paragraph, or clause of this Agreement shall hereafter be determined to be invalid or ineffective, in whole or in part, such section, subsection, subdivision, paragraph, or clause, to the extent that it is not determined to be invalid and ineffective, and every other section, subsection, subdivision, paragraph, and clause shall continue in full force and binding effect..

Section 604 - DURATION OF THE AGREEMENT

(A) This Agreement shall be effective as of the date it is fully executed by the Parties and shall remain in effect for a term of ten (10) years, which term may be extended for two additional one (1) year periods if agreed to in writing by the Parties (the “Term”)

(B) The Parties to the Agreement may commence negotiations for a new agreement, if the Water Board serves a written notice requesting such negotiations on the Village not less than six (6) months prior to the expiration of the Term of the Agreement. If a new agreement, has not been entered into by the end of the Term, the Agreement shall not expire, but shall continue until a new agreement, has been finalized. Anything herein to the contrary notwithstanding, if this Agreement is continued beyond its original expiration date by virtue of the preceding sentence, the Water Board shall have the right to terminate this Agreement, on ten (10) days’ written notice to the Village, if a new agreement, is not executed within six (6) months after the end of the Term.

(C) The Village shall, within one hundred eighty (180) days after demand made by the Commissioner remove all the Connection Facilities in accordance with Section 212. The requirements of this subsection shall apply after and despite the expiration or cancellation of this Agreement.

Section 605 - PREVIOUS AGREEMENTS SUPERSEDED

With the exception of any permit required by Section 207 of this Agreement, this Agreement replaces and supersedes all previous or other agreements, permits, or arrangements between the City, on the one hand, and the Village, on the other hand, with respect to a supply of City Water for use or delivery within the Village or the Outside Areas, whether on a regular, temporary or emergency basis, including, but not limited to, all agreements, permits, or any other

arrangement(s) or practice(s) concerning a connection to any part of the City's Water Supply System.

Section 606 – NOTICE PROVISIONS

(A) Unless otherwise expressly provided herein, all correspondence, notices, reports, evaluation, studies, or other communications, required or permitted under this Agreement shall be in writing and shall be transmitted by hand, or by U.S. Postal Service or an overnight express service, addressed as follows (provided that all items calling for notice of 72 hours or less shall in any event be made or confirmed by overnight express):

If to the Board or to the Executive Director

New York City Water Board
59-17 Junction Blvd., 8th Floor
Flushing, New York 11373
Attention: Executive Director

If to the Commissioner:

Commissioner
New York City Department of Environmental Protection
59-17 Junction Boulevard, 19th Floor
Flushing, New York 11373

with a copy to:

General Counsel
New York City Department of Environmental Protection
59-17 Junction Boulevard, 19th Floor
Flushing, New York 11373

If to the Deputy Commissioner:

Deputy Commissioner, Bureau of Water Supply
New York City Department of Environmental Protection
465 Columbus Avenue
Valhalla, NY 10595

with a copy to:

General Counsel
New York City Department of Environmental Protection
59-17 Junction Blvd., 19th Floor
Flushing, New York 11373

If to the Village:

Village of Cold Spring
85 Main Street
Cold Spring, NY 10516

Attention: Village Mayor

(B) Where this Agreement requires oral and/or electronic notice the Parties shall use the contact information provided in Appendix V attached hereto. The Parties shall keep Appendix V current and shall amend Appendix V, as necessary, by providing seven (7) days' written notice to the other party.

Section 607 – APPENDICES

Except as otherwise provided in this Agreement, the Appendices to this Agreement may be modified upon agreement by the Parties.

Section 608 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be regarded as the original and all of which shall constitute and shall be considered the same Agreement.

IN WITNESS WHEREOF, the parties have executed six (6) copies of this Agreement as of the day and year first above written.

Village of Cold Spring

By: _____
Village Mayor

Date

The New York City Water Board

By: _____
Executive Director
New York City Water Board

Date

STATE OF NEW YORK)
) SS.
COUNTY OF QUEENS)

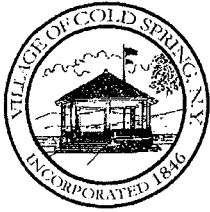
On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, Executive Director of the New York City Water Board personally known to me or proved to me on the same basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as said Executive Director, and that by his 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)

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, Mayor of the Village of Cold Spring personally known to me or proved to me on the same basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as said Supervisor, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



VILLAGE OF COLD SPRING
85 MAIN ST., COLD SPRING, NY 10516
TEL: (845) 265-3611 FAX: (845) 265-1002
WEB: WWW.COLDSRINGNY.GOV

RESOLUTION 32-2022

**AUTHORIZING MAYOR TO EXECUTE SITE AGREEMENT WITH TOWN OF PHILIPSTOWN FOR AN
ELECTRIC VEHICLE CHARGING STATION**

The following resolution was offered by _____ for adoption and seconded by
_____, to wit:

WHEREAS, the Town of Philipstown received a grant from the NYSERDA Clean Energy Communities Program, which may be used to purchase electric vehicle (EV) charging infrastructure; and

WHEREAS, Cold Spring has agreed to host the EV charger on its property at the municipal lot, under the terms and conditions of attached agreement; therefore

IT IS HEREBY RESOLVED that the Village Board does approve the agreement and that the mayor is authorized to execute said agreement.

On roll call vote:

Trustee Laura Bozzi:
Trustee Cathryn Fadde:
Trustee Eliza Starbuck:
Trustee Tweeps Phillips Woods:

Resolution officially adopted on _____ by a vote of _____.

Jeff Vidakovich, Village Clerk-Treasurer

Date

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

THIS INDENTURE made this day of October 26, 2022, between the Village of Cold Spring, having a principal office at 85 Main St., Cold Spring, NY 10516, County of Putnam, State of New York (the "Grantor"), and the Town of Philipstown, having an office at 238 Main St., Cold Spring, NY 10516, County of Putnam, State of New York (the "Grantee."),

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

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

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

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

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

transportation throughout the anticipated life of the project.

WHEREAS, Grantor is the owner of the real property upon which this Climate Change Mitigation Easement is placed (the "Controlled Property"). The Controlled Property is a public municipal parking lot at 61 Fair Street (Mayor's Park) in the Village of Cold Spring, County of Putnam and State of New York, known and designated on the tax map of the County Clerk of Putnam as tax map parcel numbers: Section 48.8, Lot, Block 24.1. The Controlled Property description is set forth in and attached hereto as Schedule A; and

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

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

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

A. Description and Intended Public Use Purpose

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

B. Controlled Improvements

The following improvements and fixtures will be constructed within the Controlled Property.

EV Charging Station:

- Two Enel X JuiceBox Pro 40C chargers: ENELX 2JBO401CNA-HJWR-200
- One Enel X Juicestand: ENELX 826-000001
- 2 Enel X Juicenet Enterprise EVSE software platforms
- 1 JuiceRouter for Wifi access

Electrical:

- Upgrade existing 100 Amp overhead service to new 200 Amp service
- Install new 200 Amp meter pan and riser cable
- Install new 200 Amp outdoor circuit breaker panel
- Install 1 Dual Charger Stand on concrete masonry block

Site Work:

- Dig electrical conduit trench from existing telephone pole to car charger area - 10 feet long .
- Backfill electrical conduit trench from existing telephone pole to car charger area
- Install 4 Concrete-filled Safety Bollards
- Install 2 Instructional signs – one in front of each parking/charging station
- Paint charging station parking spots

C. Easement Term:

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

D. Site Description Subject to Easement:

The project will be located at the Village of Cold Spring Municipal Parking Lot located at 61 Fair Street (tax map identification number of Section 48.8, Lot, Block 24.1). (See attached aerial map.) The location will include two designated parking spaces for active-charging only, a 2'x 6' concrete block that will hold the EV Charging Station, an Electric Panel, an Electric Meter, 4 protective bollards and 2 charging station signs. As noted on the site sketch, 10' of trenching for electrical conduit will be dug and backfilled between the nearest telephone pole and the car charger pad.

E. Access Rights for Intended Public Use Purpose:

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

F. Site Management:

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

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

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

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

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

5. Enforcement

a. This Climate Change Mitigation Easement may be enforced in law or equity by the Grantor and the Grantee, and is enforceable against the owner of the Controlled Property. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel or waiver. No general law of the state which operates to defeat the enforcement of any interest in real property shall operate to defeat the enforcement of this easement unless such general law expressly states the intent to defeat the enforcement of such easement or provides for the exercise of the power of eminent domain. It is not a defense in any action to enforce this easement that: it is not appurtenant to an interest in real property; it can be or has been assigned to another holder; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property, or upon the holder; the benefit does not touch or concern real property; or there is no privity of estate or of contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Parties may provide for other means of receiving and communicating notices.

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

By: _____

Print Name: _____

Title: _____

Date: _____

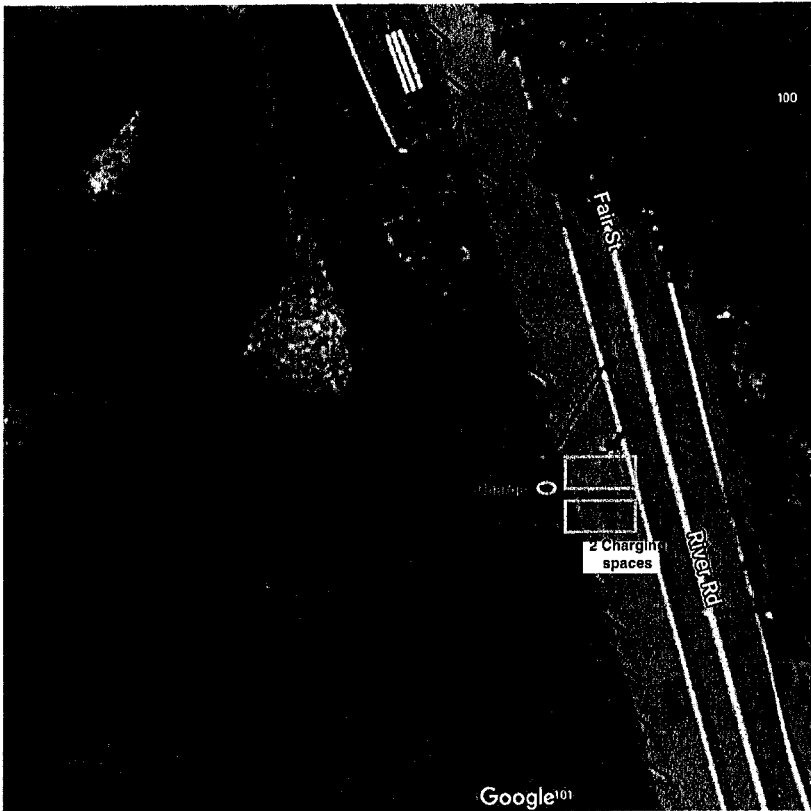
Grantor's Acknowledgment

On the _____ day of _____, in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

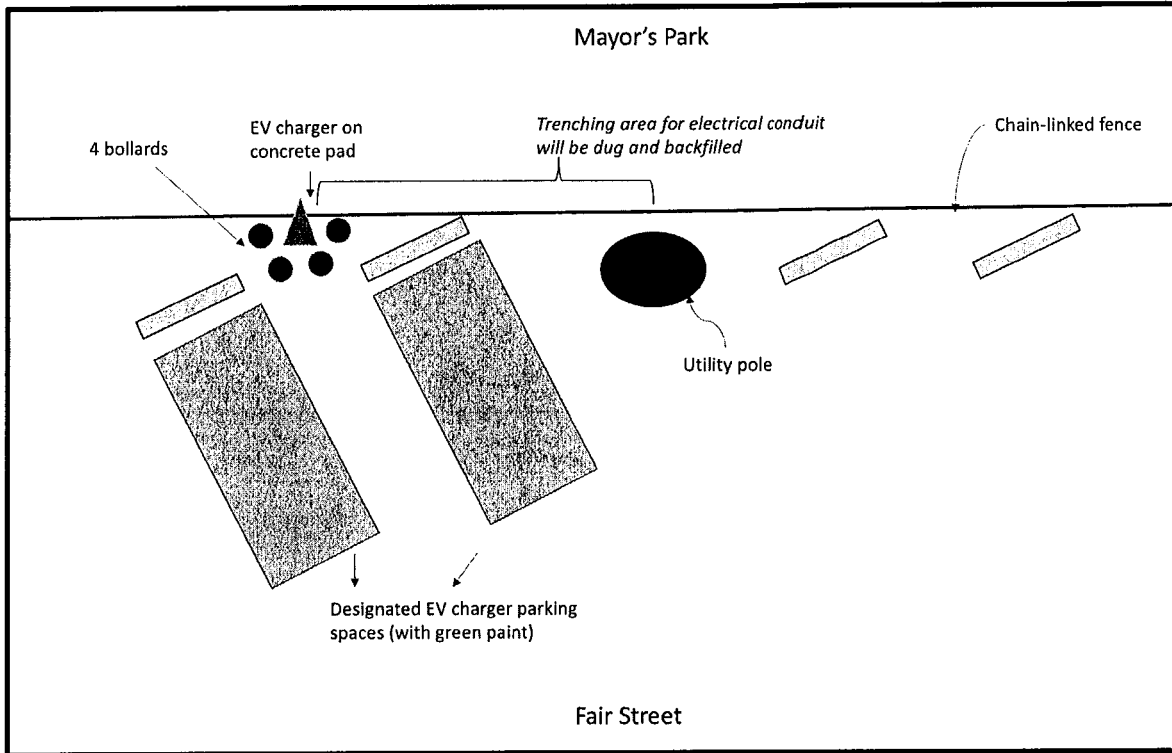
Notary Public - State of New York

SCHEDULE "A" PROPERTY DESCRIPTION

The project will be located at the Village of Cold Spring Mayor's Park parking area located at 61 Fair Street (tax map identification number of Section 48.8, Lot, Block 24.1). (See attached aerial map.) The location will include two designated parking spaces for active-charging only and a 2' x 6' concrete block that will hold the EV Charging Station, Electric Panel, Electric Meter, 4 protective bollards and 2 charging station signs. As noted on the site sketch, 10' of trenching for electrical conduit will be dug and backfilled between the nearest telephone pole and the car charger pad.



Site Sketch:



SCHEDULE "B" CSC PROJECT MANAGEMENT PLAN

A. Description and Public Use Purpose:

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

B. Controlled Improvements:

EV Charging Station:

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

Electrical:

- Upgrade existing 100 Amp overhead service to 200 Amp service
- Install new 200 Amp meter pan and riser cable
- Install new 200 Amp outdoor circuit breaker panel
- Install conduit and wiring to 2-40 Amp EV chargers
- Install 1 dual-charging station on concrete block

Site Work:

- Dig electrical conduit trench from existing telephone pole to car charger pad - 10' long
- Backfill electrical conduit trench from existing telephone pole to car charger pad
- Install 4 Concrete-filled Safety Bollards
- Install 2 Instructional signs
- Paint charging station parking spots

C. Easement Term:

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

D. Site Description:

The project will be located at the Mayor's Park parking area at 61 Fair Street in Cold Spring, NY. The location will include two designated parking spaces for active-charging only and a 2' x 6' concrete block that will hold the EV Charging Station, Electric Panel, Electric Meter, 4 protective bollards and two charging station signs. The site's Tax ID # is 48.8-1-24.1, as indicated in the aerial image of the site, which includes surrounding tax parcels. As noted on the site sketch, 10' of trenching for electrical conduit will be dug and backfilled between the nearest telephone pole and the car charger area.

E. Access Rights:

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

F. Site Management:

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

G. Cost and Revenue Sharing:

The estimated total cost of this project before grants is 19,236.92. Grants from NYSERDA and Central Hudson will cover \$17,506. The remaining \$1730.92 consists of make-ready costs not covered by the grants, costs associated with bollards, signs and painting, and the cellular and data software plans. This leaves estimated total project costs of \$865 for the Town of Philipstown, and \$865 for the Village of Cold Spring. The \$300 yearly cost of the cellular plan will be split evenly between Philipstown and the Village of Cold Spring, as will the \$240 annual data software cost at the Village site.

The Town of Philipstown and the Village of Cold Spring agree to split all other project related costs that are above the \$10,000 NYSERDA Clean Energy Community (CEC) grant and the Central Hudson Make Ready grant.

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

The Village of Cold Spring will continue to operate its parking fee system at the site and will retain all associated revenue.

VILLAGE OF COLD SPRING

FAIR STREET MUNICIPAL PARKING LOT WINTER PARKING PERMIT

Permit allows resident to park one vehicle in the Municipal Parking Lot on Fair Street for 24 hours a day, 7 days a week for the period starting December 1, 2022 and ending April 15, 2022. **Cost of permit is \$40.00.**

Rules and Regulations

1. **Must** be a resident of the Village of Cold Spring.
2. Copy of applicant's license and vehicle registration **must** be attached to the application.
3. Vehicle registration and license **must** match the Name and Address of applicant.
4. Only one permit allowed per address. If the address is a legal multi-family dwelling, residents of each apartment may apply for one permit.
5. One sticker will be issued per permit and **must** be displayed clearly in the REAR DRIVER'S SIDE WINDOW at all times.
6. All numbered spaces in the lot are available for use with permit **except** the Handicap Space #138.
7. For purpose of Snow Removal, when Off Street Parking Rules are in effect, permit holder **must** remove their vehicles from the lot by 10am until snow is removed from lot. As with all residents, it is incumbent upon the permit holder to call 845-747-7669 to confirm whether Off Street Parking Rules are in effect.
8. The Village of Cold Spring **will not** be responsible for any loss or damage caused by vandalism, snow removal or any other issues while car is in the Municipal Lot.
9. A check in the amount of \$40.00 **must** accompany all applications.
10. Permits will be issued on a first come first serve basis. A total of 24 permits will be made available
11. Once permitted, any violation of the above will result in the vehicle being ticketed and possible revocation of permit.
12. If, on a rare occasion, vehicles must be removed from Municipal Parking Lot, permit holder will be notified by email only. Please be sure the email provide on the application is current and accurate.

VILLAGE OF COLD SPRING

FAIR STREET MUNICIPAL PARKING LOT WINTER PARKING PERMIT

NAME: _____ DATE: _____

ADDRESS: _____

E-MAIL: _____

PHONE #: _____ CELL #: _____

AUTOMOBILE MAKE & MODEL: _____

LICENSE PLATE #: _____

I have read, understand and agree to the Rules and Regulations set forth by the Village of Cold Spring pertaining to Winter Parking Permits at the Fair Street Municipal Lot.

Signature: _____

.....

FOR OFFICE USE ONLY

PERMIT NUMBER # _____

DATE ISSUED: _____