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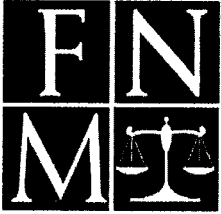
**VILLAGE OF TUXEDO PARK
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Village Board of the Village of Tuxedo Park, Orange County, New York, on October 25, 2021, at 6:30 pm or soon thereafter as can be heard at the Village of Tuxedo Park, Village Hall, 80 Lorillard Road, Tuxedo Park, New York 10987 to consider the adoption of a Local Law to Opt-Out of allowing cannabis dispensaries and on-site cannabis consumption establishments with the Village of Tuxedo Park.

Said Local Law will be made available for review in the Village Clerk's Office, 80 Lorillard Road, Tuxedo Park, NY and may be examined after October 18, 2021 by any interested party from 9:00 am to 4:00 pm, Monday through Friday.

By Order of the Village Board dated September 15, 2021.

Elizabeth Doherty – Village Clerk



Brian D. Nugent, Esq.
Feerick Nugent MacCartney PLLC
96 South Broadway
Nyack, New York 10960
845.353.2000

bnugent@fnmlawfirm.com

TO: Municipal Clients
FROM: Brian D. Nugent, Esq.
DATE: June 7, 2021
RE: Cannabis Opt-Out Provision

As you know, Governor Cuomo signed the Marijuana Regulation and Taxation Act (hereinafter "Cannabis Law") permitting adult recreational use within the State of New York. Part of this law permits the establishment of dispensaries and on-site consumption sites. Although our previous communication focused on the law generally, please allow this letter to address the particular provisions of the law as it relates to the opt-out provisions contained therein.

The Opt-Out Provision

Section § 131 of Article 6 of the Cannabis Law contains the provisions relating to municipal control and locality opt-out. Specifically, these provisions address opting-out of permitting on-site consumption sites and for retail dispensaries within a Town or Village jurisdiction.

Section § 131(1) provides, in pertinent part:

The licensure and establishment of a retail dispensary ... and/or on-site consumption license ... shall not be applicable to a town, city or village which ... on or before December 31, 2021 ... adopts a local law, subject to permissive referendum ... requesting the cannabis control board to prohibit the establishment of such ... within the jurisdiction of the town, city, or village. (portions omitted for clarification).

Therefore, for a Town or Village wishing to opt-out, it would need to adopt a local law doing so before December 31, 2021. However, it is important to note that this local law would then be subject to permissive referendum. In sum, if residents gather the required number of signatures following a Board's approval of an opt-out local law, the opt-out question would be placed on an election ballot and voted upon by the residents.

The Permissive Referendum

The mechanics of a referendum is governed by Municipal Home Rule Law. See Municipal Home Rule Law § 24 (1)(b). If a municipality wishes to ensure that any successful petition for a permissive referendum is on a general election ballot (and not a special election) the municipality should consider the general election date when timing the opt-out law.

If an opt-out law is not passed, the Municipality will not be able to opt-out after December 31, 2021. If an opt-out law is passed prior to December 31, 2021, the Municipality could later repeal that local law to opt-in.

As always, I am available in the office to discuss this process further and in the event that your municipality needs us to prepare the draft local laws and resolutions we would be happy to do so.

LOCAL LAW NO. ____ OF 2021

VILLAGE OF TUXEDO PARK

**A LOCAL LAW OPTING OUT OF ALLOWING RETAIL CANNABIS DISPENSARIES
AND ON-SITE CANNABIS CONSUMPTION ESTABLISHMENTS WITHIN THE
VILLAGE OF TUXEDO PARK**

BE IT ENACTED by the Board of Trustees of the Village of Tuxedo Park, Orange County, New York as follows:

Section 1. Legislative Intent.

It is the intent of this local law to opt the Village of Tuxedo Park out of hosting retail cannabis dispensaries and/or on-site cannabis consumption establishments within its boundaries.

Section 2. Authority.

This local law is adopted pursuant to the provisions of NYS Cannabis Law § 131, which expressly authorizes villages to opt-out of permitting retail cannabis dispensaries and/or on-site cannabis consumption establishments to locate and operate within their boundaries.

Section 3. Local Cannabis Retail Dispensary and/or On-Site Consumption Opt-Out

The Board of Trustees of the Village of Tuxedo Park, County of Orange, hereby opts-out of licensing and establishing cannabis dispensaries and cannabis on-site consumption establishments within Village Boundaries.

Section 4. SEQRA.

The adoption of this Local Law is a Type II Action under SEQRA regulations.

Section 5. Severability.

If a court of competent jurisdiction determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 6. Effective date.

This local law shall be effective immediately upon the filing with the Secretary of State. Pursuant to NYS Cannabis Law § 131, this Local Law is subject to a permissive referendum and

thus may not be filed with the Secretary of State until the applicable time period has elapsed to file a petition or the referendum has been conducted and approves this local law.

**VILLAGE OF TUXEDO PARK
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Village Board of the Village of Tuxedo Park, Orange County, New York, on October 25, 2021, at 6:50 pm or soon thereafter as can be heard at the Village of Tuxedo Park, Village Hall, 80 Lorillard Road, Tuxedo Park, New York 10987 to consider the adoption of a Local Law to Revise Dock and Boat sizes on Wee Wah Lake in the Village of Tuxedo Park.

Said Local Law will be made available for review in the Village Clerk's Office, 80 Lorillard Road, Tuxedo Park, NY and may be examined after October 18, 2021 by any interested party from 9:00 am to 4:00 pm, Monday through Friday.

By Order of the Village Board dated September 15, 2021.

Elizabeth Doherty – Village Clerk

LOCAL LAW NO. _____ OF 2021

VILLAGE OF TUXEDO PARK

**A LOCAL LAW TO AMEND VILLAGE LAW RELATED TO RULES AND
REGULATIONS APPLICABLE TO LAKES AND PONDS**

BE IT ENACTED by the Board of Trustees of the Village of Tuxedo Park, Orange County, New York as follows:

Section 1. Legislative Intent.

It is the intent of this local law to amend Village Law Chapter 65, Lakes and Ponds. Specifically, the Village currently has provisions in its local law governing boat size, type, and use on the bodies of water within the Village. However, the Village wishes to modify the size of boats permissible on Tuxedo Lake and further wishes to enact provisions governing docks, erection and sizing thereof.

As such, it is the intent of this local law to expand and coordinate sizes of docks with boats to prevent unnecessary injury to those entering upon or exiting from said boats.

Section 2. Authority.

This local law is adopted pursuant to Section 10 of the Municipal Home Rule Law and Article VII of the New York State Village Law.

Section 3. Amendment of Village Law Chapter 65 “Lakes and Ponds”

Chapter 65, Section 2”, subdivision C shall be amended as follows:

C. No person shall place, install, rebuild or otherwise erect a nonpermanent structure on Tuxedo Lake unless such structure was legally deployable on Tuxedo Lake on June 30, 2008, or unless such structure is otherwise in compliance with this chapter. An inventory of such structures on June 30, 2008, shall be made and maintained on file with the Building Inspector. An owner of property abutting Tuxedo Lake may place, install or otherwise erect one seasonal, floating or otherwise nonpermanent structure that complies with the requirements of this chapter. Any such nonpermanent structure must be securely attached to the shore, and be limited in size so that it has a lakefront length of not more than 40 _____ feet and does not extend into the lake more than six

_____ feet (exclusive of any bridging mechanism described in this subsection). Structures may be attached directly to the shore or may be attached to the shore by a nonpermanent bridging mechanism that itself is not more than ~~four~~ _____-feet wide and does not extend into the lake more than ~~five~~ _____-feet. No person may own or maintain more than one such structure on each property owned by such person.

Chapter 65, Section 6, subdivision H shall be amended as follows:

H. No person shall place any boat that is greater than 20____ feet in length overall in or on the waters of any of said lakes unless the boat is an antique electric boat built prior to 1936 and under 30 feet in length. This subsection shall not apply, however, to any boat that is greater than 20____ feet in length overall which was in service on any of said lakes prior to February 20, 1987. No person shall replace any such boat with another boat greater than 20____ feet in length.

Section 5. SEQRA.

This is a Type II action under 6 NYCRR 617.5(c)(26) and (33).

Section 6. Severability.

If a court of competent jurisdiction determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 7. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

**VILLAGE OF TUXEDO PARK
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Village Board of the Village of Tuxedo Park, Orange County, New York, on October 25, 2021, at 6:40 pm or soon thereafter as can be heard at the Village of Tuxedo Park, Village Hall, 80 Lorillard Road, Tuxedo Park, New York 10987 to consider the adoption of a Local Law to Review Site Plans in the Village of Tuxedo Park.

Said Local Law will be made available for review in the Village Clerk's Office, 80 Lorillard Road, Tuxedo Park, NY and may be examined after October 18, 2021 by any interested party from 9:00 am to 4:00 pm, Monday through Friday.

By Order of the Village Board dated September 15, 2021.

Elizabeth Doherty – Village Clerk

LOCAL LAW NO. _____ OF 2021

VILLAGE OF TUXEDO PARK

A LOCAL LAW TO AMEND VILLAGE LAW RELATED TO SITE PLAN APPROVAL

BE IT ENACTED by the Board of Trustees of the Village of Tuxedo Park, Orange County, New York as follows:

Section 1. Legislative Intent.

It is the intent of this local law to amend Village Law Chapter 100, Zoning. Specifically, the Village currently authorizes and delegates Site Plan Review and Approval Authority to the Village of Tuxedo Park Board of Architectural Review for certain applications.

Given the highly technical focus of site plan review and approval, the Town Board of the Village of Tuxedo Park wishes to consolidate site plan review and approval authority with the Village Planning Board.

The Village of Tuxedo Park Board of Architectural Review shall serve the purpose of preserving the aesthetic and architectural integrity of the Village and should remain focused of the unique planning, landscaping, architecture, infrastructure, and historical designs and visual elements of structures and properties.

As such, it is the intent of this local law to eliminate references to “site plan approval” authority as it relates to the Village Board of Architectural Review.

Section 2. Authority.

This local law is adopted pursuant to Section 10 of the Municipal Home Rule Law and Article VII of the New York State Village Law.

Section 3. Amendment of Village Law Chapter 17, Planning Board

Chapter 17, Section 3 “Powers and duties; site plan approval” shall be amended as follows:

A.

The Planning Board shall have all the powers and duties prescribed by the Village Law and the laws and ordinances of the Village of Tuxedo Park, including the power to approve subdivision plats as set forth in Village Law § 7-728, consistent; however, with any land subdivision regulations of the Village and the power to approve site plans as set forth in Village Law § 7-725-a as defined in that law, consistent, however, with any site plan regulations of the Village.¹¹

[1]

Editor's Note: See Ch. 85, Subdivision of Land.

B.

All site plan review in connection with a subdivision application ~~or site plan~~ shall be the responsibility of the Planning Board ~~as set forth in New York State Village Law~~. In addition, all proposed structures, as that term is defined in § 100-2 of the Code of the Village (Zoning), shall require site plan approval from the Planning Board before a Building Permit shall be issued by the Building Inspector ~~on~~for any lot ~~that does not have a habitable building on it at the time of an application~~. For purposes of this subsection, a "habitable building" shall mean a building that has a certificate of occupancy, or has had a certificate of occupancy within the last five years, and has functional Village infrastructure connections (i.e., water, sewer and roadway).

[Amended 6-7-2006 by L.L. No. 2-2006; 1-16-2008 by L.L. No. 1-2008]

C.

In approving site plans, the Planning Board shall designate the maximum appropriate buildable envelope for any proposed structures, and in doing so shall take into consideration conformance with the applicable zoning regulations of the Village, parking, means of access, screening, signs, location and dimensions of buildings, adjacent land uses and physical features meant to protect adjacent land uses, tree removal, extreme slopes, regulated wetlands, utilities, orientation of the structure on the lot, tailoring to the natural terrain, overdevelopment of the site given the physical and other environmental features of the site, proximity to roads, adjacent structures and neighboring properties, visibility of the structure, appropriateness with the Village's listing on the National Register of Historic Places, and any other considerations or criteria that the Village Board of Trustees, by resolution or local law, may, from time to time, impose upon the Planning Board.

[Amended 6-7-2006 by L.L. No. 2-2006]

D.

Site plan approval by the Planning Board shall not relieve the applicant from the necessity of obtaining approval from the Board of Architectural Review for projects that alter the property's appearance, pursuant to Chapter 100, Article VIII, of the Code of the Village if the same is otherwise required by that chapter.

E.

Where any road cut or other access to a Village roadway is proposed as part of a site plan or subdivision, the Planning Board may require the Applicant to stake-out the proposed road cut access. Any proposed road cut or other access to a Village roadway shall require approval by Resolution of the Village Board of Trustees.

As directed by the Planning Board, Applicant shall provide stake-outs so as to identify proposed road cuts.

Section 4. Amendment of Village Law, Chapter 100, Zoning

Chapter 100, Section 51 of the Village Law, "Creation and composition; site plan approval" shall be amended as follows:

Section 100-51 heading shall be amended to remove "site plan approval"

A.

There is hereby established a Board of Architectural Review. Such Board shall consist of five members appointed by the Board of Trustees in accordance with all applicable laws. The Board of Trustees shall, by resolution, designate from the members of such Board a Chairman and Deputy Chairman. A quorum shall consist of not less than three members. Each member of such Board shall serve for a term of office as set forth in § 15-13 of the Code of the Village of Tuxedo Park. Any member may be removed by the Mayor for cause after a public hearing.
[Amended 6-7-2006 by L.L. No. 3-2006]

B.

The Chairman shall decide all points of order and procedure subject to these rules unless directed otherwise by a majority of the Board. All matters shall be decided by a roll-call vote. Approval of any motion shall require a second and at least three aye votes; otherwise the matter shall be deemed disapproved.

C.

Vacancies shall be filled by appointments made by the Board of Trustees.

D.

In the absence of a quorum, the Chairman may adjourn the meeting to any subsequent date.

E.

~~All site plan review in connection with a subdivision application shall be the responsibility of the Planning Board. The Board of Architectural Review shall have the power to approve~~may review ~~site plans to preserve the aesthetic and architectural integrity of the Village of Tuxedo Park, as set forth in Village Law § 7-725-a, as defined in that law, consistent, however, with any site plan regulations of the Village, for all proposed structures, as that term is defined in § 100-2 of the Code of the Village (Zoning), before a Building Permit shall be issued by the Building Inspector, for the following:~~

[Added 6-7-2006 by L.L. No. 2-2006; amended 1-16-2008 by L.L. No. 1-2008]

~~(1)~~

~~All lots containing a habitable building at the time of an application. For purposes of this subsection, a "habitable building" shall mean a building that has a certificate of occupancy, or has had a certificate of occupancy within the last five years, and has functional Village infrastructure connections (i.e., water, sewer and roadway); and~~

~~(2)~~

~~The specific siting of a structure within the maximum appropriate buildable envelope designated by the Planning Board in accordance with § 17-3 of the Village Code; and~~

~~(3)~~

~~All other site plans not within the Planning Board's site plan approval jurisdiction as set forth in § 17-3B of the Village Code~~

Section 4. Amendment to Village Law 100-54, Criteria

100-54Criteria.

[Amended 8-17-2005 by L.L. No. 4-2005; 3-15-2006 by L.L. No. 1-2006]

A.

~~In approving~~reviewing site plans, the Board of Architectural Review shall take into consideration the aesthetic impacts of conformance with the applicable zoning regulations of the Village relevant to the jurisdiction of the Board of Architectural Review, ~~parking, means of access,~~ screening, signs, landscaping, architectural features, location and dimensions of buildings, adjacent land uses and physical features meant to protect adjacent land uses, tree removal, ~~extreme slopes, regulated wetlands, utilities, orientation of the structure on the lot, tailoring to the natural terrain,~~ overdevelopment of the site given the physical and other environmental features of the site, ~~proximity to roads,~~ adjacent structures and neighboring properties, visibility of the structure, appropriateness with the Village's listing on the National Register of Historic Places, and any other considerations or criteria that the Village Board of Trustees, by resolution or local law, may, from time to time, impose upon the Board of Architectural Review.

[Added 6-7-2006 by L.L. No. 2-2006^{III}]

[1]

Editor's Note: This local law also provided for the redesignation of former Subsections A through D as Subsections B through E, respectively.

B.

The Board shall consider if the proposed project exhibits excessive visual similarity or dissimilarity with nearby structures, either existing or planned. The basis for this determination shall be exterior materials, mass line, architectural style and authenticity, natural landscaping, colors, size, proportion, roof design, window fenestrations and the potential for visual anachronisms. The Board shall reject designs which mix design elements from various styles of architecture or which fail to present a homogeneous whole. For example and without limiting the generality of the foregoing, the Board shall disapprove the decorative use of half-timbers or any other elements traditionally having structural purpose unless the arrangement of such elements and the overall design of the structure are consistent with the visual effect of such elements.

C.

The Board shall be mindful of the unique planning, landscaping, architecture infrastructure and history of the Village of Tuxedo Park which inspired the United States Department of the Interior to list the entire Village on the National Register of Historic Places. New projects which tend to dilute the Village's historic integrity or alter the tradition of quality design and construction in the Village shall be disapproved.

D.

The Board shall examine the architectural plan and may employ consultants to assist in evaluation. The applicant's architect shall explain how the plan complies with the criteria of this section, ~~especially its individual tailoring to the site and surrounding structures.~~ While the chosen architectural style is important, the Board shall emphasize authenticity, scale, accuracy, integrity and detail of design as well. Such elements as roof pitch and geometry, gables, dormers, window design and recess, doorways, rails, porches, gutters, eaves, louvers, garage doors, pillars, sills, planters, etc., shall be scrutinized for design detail, accurate reproduction, appropriate scale, harmony and visual integrity. The Board shall reject designs which incorporate such elements as blank walls, exposed foundations, shallow roof lines, plastic mullions, frail chimneys, flush windows, aluminum stacks and erratic placement of windows and doors, etc.

E.

The Board shall, from time to time, promulgate and make available to the public through the office of the Village Clerk written graphic architectural and building design and landscape architecture guidelines or standards to be used by it in treating any application before it for architectural review. No such guidelines or standards, or any additions or amendments thereto shall be effective,

however, unless and until the Board of Trustees shall have approved the same by its resolution after submission to the Board of Trustees for that purpose.

Section 5. SEQRA.

This is a Type II action under 6 NYCRR 617.5(c)(26) and (33).

Section 6. Severability.

If a court of competent jurisdiction determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 7. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

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TUXEDO PARK POLICE DEPARTMENT

1 Tuxedo Road, Tuxedo Park, N.Y. 10987
Main: 845-351-4741 Fax: 845-351-4009
E-mail: police@tuxedopark-ny.gov



David Conklin
Chief of Police

Date: October 22, 2021
To: Mayor McFadden and Village Board of Trustees
From: David Conklin Chief of Police
Subject: Resignation of Part-Time Police Officer Frank Basile

I am requesting that the board accept the resignation of part-time Police Officer Frank Basile effective October 22, 2021.

Mr. Basile has accepted a full-time police officer position with the Town of Montgomery Police Department.

Sincerely,

A handwritten signature in cursive script that reads "David Conklin".

David Conklin
Chief of Police



TUXEDO PARK POLICE DEPARTMENT

1 Tuxedo Road, Tuxedo Park, N.Y. 10987
Main: 845-351-4741 Fax: 845-351-4009
E-mail: police@tuxedopark-ny.gov



David Conklin
Chief of Police

Date: October 21, 2021
To: Mayor McFadden and Village Board of Trustees
From: Chief David Conklin
Subject: Request to accept bid on police department surplus equipment

During the September 15, 2021 Village Board of Trustees Meeting, the board authorized me to list and sell surplus equipment on the Auctions International website. I photographed and listed the equipment and the auction ran from October 5, 2021 through October 19, 2021. The following equipment was bid on with the final bidding price.

1. 2016 Ford Explorer Police Vehicle with 101, 922 miles- Final Bid: \$7,800
2. Rear Cargo Cage: Final Bid \$10.00
3. Universal Gun Rack: Final Bid \$10.00
4. Brother Pocket Jet Printer: Final Bid \$16.00
5. Set of Emergency Lights including light bar, grill lights, siren and controller:
Final Bid \$590

Grand Total \$8,426

The Village Board can vote to accept these bids or re-list with a set reserve price.

Respectfully submitted,

David Conklin
Chief of Police

Re: Completed: "RNA_SOL_Village of Tuxedo Park_Permitting Services_0621"

③

Gene Doyle <gene.doyle@solitudelake.com>

Fri 10/22/2021 11:11 AM

To: Elizabeth Doherty <edoherty@tuxedopark-ny.gov>

Elizabeth,

Good Morning.

By the time DEC provided permits it would have been too late in 2021.

We are anticipating that this will be done for 2022.

can you please confirm for us?

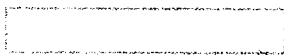
Thank you for the follow up.

Gene Doyle

Business Development Consultant



M: 908.674.1272 | P: 908.850.0303



gene.doyle@solitudelake.com

SERVICES CONTRACT

CUSTOMER NAME: Village of Tuxedo Park % David McFadden
PROPERTY NAME: Village of Tuxedo Park
CONTRACT DATE: June 10, 2021
SUBMITTED BY: Gene Doyle
SPECIFICATIONS: Permitting for Village of Tuxedo Parks Lakes (3)

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The fee for the Services is **\$1,890.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

David McFadden

By: Mychal Manolatos
By: Mychal Manolatos (Jun 17, 2021 15:21 CDT)

Name: Mychal Manolatos

Title: Vice President

Date: 06/17/2021

By: David Mcfadden
By: David Mcfadden (Jun 17, 2021 16:16 EDT)

Name: David Mcfadden

Title: Mayor

Date: 06/17/2021

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

Customer's Address for Notice Purposes:

28 Pepperidge Rd

Tuxedo Park, NY

10987

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SCHEDULE A - SERVICES

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Obtaining **Three (3) NY DEC Aquatic Herbicide permits required to perform Procenlacor Applications.**
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

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4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Companies will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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④

From Chiu Yin: Arbor Day Proclamation on October 25 BOT agenda please

Chiu Yin <wcynyc@gmail.com>

Thu 10/21/2021 11:37 AM

To: Elizabeth Doherty <edoherty@tuxedopark-ny.gov>

Cc: Christopher Gow <crggow@gmail.com>

Dear Elizabeth,

A very belated thank you for the latest Arbor Day Proclamation.

We need the BOT at their October 25 meeting to make the Proclamation for 2022. This Proclamation is necessary for our application to remain a member of Tree City USA.

May I therefore trouble you to:

- 1) amend the Proclamation to declare April 29, 2022, Friday to be Next year's Arbor Day
- 2) change the signature date (above the Mayors signature) to October 25, 2021
- 3) put the Proclamation on the agenda — Christopher will join by zoom or in person to explain why we are doing this. The BOT will need to take a vote to allow the Mayor to sign this Proclamation
- 4) have the Mayor sign the Proclamation
- 5) email me the signed Proclamation. I need to attach it to our Tree City USA application

Thank you so much. Please let me know if you have questions.

Best, Chiu Yin

On Oct 8, 2021, at 13:49, Elizabeth Doherty <edoherty@tuxedopark-ny.gov> wrote:

Hello, Chiu Yin!

I apologize for the long delay in getting back to you. I overlooked your email. Sorry! 😞

Attached is the Arbor Day Proclamation that was issued last year. I assume Arbor Day is the same every year so my guess is that the next observance of it will be on Friday, April 30, 2022.

The Tree Advisory Board was allocated \$1,500 in expenses for this year. However, that was used up with an invoice from Larry Weaner Land Associates (the bill was for \$2,100). We need to make a budget transfer to cover this. If you have any projects in mind, please let me know. We can transfer more money to cover them.

Please do not hesitate to contact me if I may be of further assistance. I promise I won't be so slow in getting back to you!

Elizabeth Doherty
Village Clerk-Treasurer

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From: chiu yin hempel <wcynyc@gmail.com>
Sent: Monday, September 13, 2021 2:10 PM
To: Elizabeth Doherty <edoherty@tuxedopark-ny.gov>
Cc: Christopher Gow <crggow@gmail.com>
Subject: From Chiu Yin: a couple of TAB questions

Dear Elizabeth,

Greetings. Trust you are well — and ready for tomorrow night's BOT! I look forward to joining by Zoom.

May I please trouble you for some Tree Board information?

1. What is the date of the latest "Arbor Day Proclamation" declared by the BOT? Should be some time in November or December 2020?? Could you send me a copy?
2. In the current FY budget, is there an expense budget for the Tree Advisory Board? What is the amount?

There is no hurry, just when you have a minute.

Thank you and best, chiu yin
<Arbor Day Proclamation.pdf>

Village of Tuxedo Park, New York

ARBOR DAY PROCLAMATION

- Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for planting of trees, and
- Whereas,* The holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,* Arbor Day is now observed throughout the nation and the entire world, and
- Whereas,* Trees can reduce the erosion of our precious topsoil by wind and water, lower heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- Whereas,* Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,* Trees in our Village increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,* Trees, wherever they are planted, are a source of joy and spiritual renewal,
- Therefore,* I, David C. McFadden, Mayor of the Village of Tuxedo Park, do hereby proclaim Friday, April, 29, 2022 to be

Arbor Day

The Village of Tuxedo Park, New York, and I urge all citizens to acknowledge Arbor Day at a Municipal Celebration and Tree Planting Ceremony on April 29th and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations,

Dated this twenty-fifth day of October 2021.

David C. McFadden
Mayor

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BOT Agenda Item - 66 Clubhouse Permit Revision Request - 20210922

John Ledwith <jledwith@tuxedopark-ny.gov>

Fri 10/15/2021 3:22 PM

To: Elizabeth Doherty <edoherty@tuxedopark-ny.gov>

Cc: David McFadden <dmcfadden@tuxedopark-ny.gov>

We need to add to the October 25th Board of Trustees meeting agenda the attached request for reimbursement of the permit fee.

Regards,

John Ledwith

Building Inspector &

Consultant to the Village Board of Trustees

Village of Tuxedo Park

P.O. Box 31

Tuxedo Park, NY 10987

jledwith@tuxedopark-ny.gov

(O) 845-351-4745 ext. 2

(F) 845-351-2668

(M) 845-913-8821

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From: John Ledwith

Sent: Friday, September 24, 2021 11:56 AM

To: Christopher Boshears (cb@christopherboshears.com) <cb@christopherboshears.com>; Christopher Gow (crggow@gmail.com) <crggow@gmail.com>; Josh Aaron (josh.aaron@gmail.com) <josh.aaron@gmail.com>; Rob McQuilkin (rob@mmqlit.com) <rob@mmqlit.com>; Sheila Tralins (bigcitymacy@yahoo.com) <bigcitymacy@yahoo.com>

Cc: David McFadden <dmcfadden@tuxedopark-ny.gov>; Chris Kasker <ckasker@tuxedopark-ny.gov>; Paul Brooke <pbrooke@tuxedopark-ny.gov>; Joshua Scherer <jscherer@tuxedopark-ny.gov>; Tinka Shaw (tshaw@tuxedopark-ny.gov) <tshaw@tuxedopark-ny.gov>

Subject: 66 Clubhouse Permit Revision Request - 20210922

See below. The permit fee was \$6,000 and was paid on August 31, 2021. I included the Village Board as they would be responsible to approve any refunds.

Regards,

John Ledwith

Building Inspector &

Consultant to the Village Board of Trustees

Village of Tuxedo Park
P.O. Box 31
Tuxedo Park, NY 10987
jledwith@tuxedopark-ny.gov
(O) 845-351-4745 ext. 2
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From: Claude Guinchard III <cguinchard3@gmail.com>
Sent: Wednesday, September 22, 2021 9:55 PM
To: John Ledwith <jledwith@tuxedopark-ny.gov>; Lauren Palazzola <lnpalazzola@gmail.com>
Subject: 66 Clubhouse Permit Revision Request - 20210922

John,

Please see attached for our letter to you and the BAR requesting a Permit revision.

Thank you,
Lauren and Claude

Lauren Palazzola & Claude Guinchard
845-325-0447 & 713-501-8771
September 22nd, 2021

Attn: John Ledwith (Building Inspector) & Tuxedo Park Board of Architectural Review (BAR)

To whom it may concern,

We have decided not to pursue the master plan presented to and approved by the BAR for 66 Clubhouse Road. In the 11th hour, we decided to go in a different direction entirely.

We request a refund for the building permit purchased related to the master plan. As the scope of work has dramatically changed and decreased from \$400k to \$5k, we request a revised permit to conduct minor cosmetic interior work this Friday, September 24th, 2021. The dumpster associated with this work will be delivered tomorrow, September 23rd, 2021.

We hope you understand, and please feel free to reach out to us at any time.

Sincerely,

Lauren and Claude

