



Lynn Connolly &lt;copaketownclerk@townofcopake.org&gt;

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**Conservation Easement Proposal**10 messages

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**Andy P. Aubin** <andy@crawfordandassociates.com>

Mon, Nov 21, 2022 at 1:22 PM

To: "copaketownclerk@townofcopake.org" &lt;copaketownclerk@townofcopake.org&gt;

Cc: Evan Young &lt;eyoung@crawfordandassociates.com&gt;

Lynn,

I would like to present some information to the Town Board at the December meeting with respect to the Town accepting to be an easement holder of a conservation easement. The backstory is that there's a major subdivision in front of the Planning board and as part of the approval process, lands of the project must be protected by a conservation easement per Town Code. However, the development team has not been able to get a not-for-profit organization like Scenic Hudson or alike to agree to hold the easement. This leaves the project with only the option of the Town being the easement holder. I can provide more information prior to the meeting if the board sees fit. Please advise if it possible to be placed on the agenda for this December's meeting. Thank you in advance for your assistance. Let me know if you have any questions.

Andrew Aubin, P.E., LEED™ AP, *Project Manager III***Crawford & Associates Engineering P.C.****Engineering Consultants, Planners, Land Surveying, Geologists**

4411 Route 9, Suite 200

Hudson, NY 12534

Phone: 518 828-2700 ext 1117

Fax: 518 828-2723

andy@crawfordandassociates.com

www.crawfordandassociates.com



Please consider the environment before printing this email.

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This email and any files transmitted with it are proprietary, confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager.

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**Town of Copake  
Building Department  
230 Mountain View Road  
Copake, NY 12516  
518-329-1234 X 5**

## BUILDING PERMIT

**For : Annual Junk Yard License**

Owner: James Walton / *Del's Auto*

Contractor:

Location: County Route 7-A

Tax Map No: 186.-2-60

Permit No : BP-2022-201    Date Issued: 01/01/2023    Expires: 12/31/2023

NOTICE: All work shall be performed in accordance with the construction documents submitted and accepted as part of the application. The Code Enforcement Officer shall be notified immediately in the event of changes occurring during construction.

All Building Permits must be closed out by the expiration date or additional fees may be charged. A \$35 fee will be charged for the closing.

\_\_\_\_\_  
This Permit is issued with the understanding that no work will be executed which will involve any violation of Town Ordinance and/or Applicable State Building Codes.

  
\_\_\_\_\_  
CEO/Building Inspector

<input type="checkbox"/> Site Visit	_____	<input type="checkbox"/> Electrical before enclosing	_____
<input type="checkbox"/> Footing before pouring concrete	_____	<input type="checkbox"/> Insulation before enclosing	_____
<input type="checkbox"/> Foundation before pouring conc.	_____	<input type="checkbox"/> Plumbing enclosing	_____
<input type="checkbox"/> Footing Drains	_____	<input type="checkbox"/> HVAC before enclosing	_____
<input type="checkbox"/> Foundation	_____	<input type="checkbox"/> Elec. Underwriter's Cert.	_____
<input type="checkbox"/> Slab	_____	<input type="checkbox"/> Final Completion	_____
<input type="checkbox"/> Framing before enclosing	_____	<input type="checkbox"/> Septic System	_____
<input type="checkbox"/> Roof Inspection	_____	<input type="checkbox"/> Excavation/Driveway	_____

\_\_\_\_\_  
To Schedule inspection call 48 hours in advance

**Town of Copake**  
**Application for Motor Vehicle Storage Permit**

230 Mountain View Road, Copake, NY 12516

Permit # \_\_\_\_\_ Initial Request Date: 11/1/22 Renewal  
Request 12/1/22 LC

**Application Information**

Applicants Name: James P. Walton Title In  
Business Del's Auto  
Business Name: \_\_\_\_\_ Mailing  
Address P.O. Box 474 Copake, NY 12516  
Business Phone 518-329-4350 Copake Tax Map  
# \_\_\_\_\_  
Location of Business Walton RD, Copake, NY 12516 (Highway #  
and/or name)  
Nearest Intersecting Highway \_\_\_\_\_ (Highway #  
and/or name)  
Is Business Licensed by any other Federal, State, County, Town Agency? Yes \_\_\_\_\_  
No \_\_\_\_\_  
If So, Indicate Type of License \_\_\_\_\_ Date  
Issued \_\_\_\_\_  
What Agency Issued the  
License? \_\_\_\_\_  
Has Applicant ever been convicted of any type of Larceny or the Receipt of Stolen  
Property?  
Yes \_\_\_\_\_ NO ✓

If So Indicate the charge and the date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Property Owner Information**

If the property is rented or leased by the applicant, the property owner must complete this section :

Property Owner Name: \_\_\_\_\_

Property Owner

Address: \_\_\_\_\_

Property Owner Phone \_\_\_\_\_

\*\*\* Property Owner must sign below indicating that he/she is aware of the application and has approved the applicant to submit it.

Signature of Property Owner \_\_\_\_\_ Date: \_\_\_\_\_

.....

Applicant agrees that Zoning Enforcement Officer, member of the Town Board and or Police Department may inspect the property prior to the hearing date to confirm the accuracy of the application:

Applicant Signature: 

Date: 11/29/22



TOWN OF COPEN  
230 MOUNTAIN VIEW ROAD  
COPEN, N.Y. 12516

**APPLICATION FOR JUNKYARD OR MOTOR VEHICLE STORAGE AREA LICENSE**

REQUEST FOR JUNKYARD ☒ MOTOR VEHICLE STORAGE AREA ☒  
INITIAL REQUEST \_\_\_\_\_ RENEWAL REQUEST ☒

.....  
WAS JUNKYARD/MOTOR VEHICLE STORAGE AREA ESTABLISHED AND  
OPERATING PRIOR TO NOVEMBER 10, 1988? yes

.....  
APPLICANTS NAME: James P. Walton  
TITLE IN BUSINESS: Dev's Auto  
BUSINESS NAME " "  
BUSINESS MAILING ADDRESS P.O. Box 474 Copake NY 12516  
BUSINESS PHONE 518-329-4350

.....  
LOCATION OF BUSINESS: ON HIGHWAY: \_\_\_\_\_  
Highway number and/or name

Nearest intersection highway: \_\_\_\_\_  
Highway number and/or name

Copake tax map # \_\_\_\_\_  
Is business licensed by any Federal, State, County or Town agency? \_\_\_\_\_  
If so indicate type of license: \_\_\_\_\_  
What agency issued license: \_\_\_\_\_

.....  
HAS APPLICANT EVER BEEN CONVICTED OF ANY TYPE OF LARCENY OR OF  
RECEIVING STOLEN PROPERTY? NO IF SO INDICATE CHARGE AND  
DATE \_\_\_\_\_

.....  
IF THE PROPERTY IS RENTED OR LEASED BY AN APPLICANT, THE PROPERTY  
OWNER MUST COMPLETE THIS SECTION:

PROPERTY OWNERS NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
\*\*\*PROPERTY OWNER MUST SIGN BELOW INDICATING THAT HE/SHE IS AWARE  
OF THIS APPLICATION AND HAS APPROVED THE APPLICATION TO SUBMIT IT.

Signature \_\_\_\_\_ Date \_\_\_\_\_

.....  
APPLICANT AGREES THAT A MEMBER OF THE TOWN BOARD AND/OR POLICE  
DEPARTMENT and Z.E.O MAY INSPECT THE PROPERTY PRIOR TO HEARING DATE  
TO CONFIRM THE ACCURACY OF THIS APPLICATION.

James P. Walton  
Applicant signature

11/30/22  
Date

*gave to  
Evin  
12/1/22*

6424

50-7044/2223  
57054

DATE 11/30/22

\$ 25.00

DOLLARS

Photo  
Bank  
Deposit  
Check of 100

**JIM'S AUTO BODY**

81 COUNTY ROUTE 7A  
COPAKE, NY 12516  
518-329-4350

PAY  
TO THE  
ORDER OF Town of Copake

Twenty five and 00/100



KeyBank National Association  
KeyBank KEY4BIZ® Key.com®

FOR Storage renewal Del's Auto

*[Signature]*

⑈006424⑈ ⑆222370440⑆ 325381000828⑈

**ESCROW AGREEMENT  
FOR APPLICATIONS TO THE TOWN OF COPENK PLANNING BOARD**

**This Agreement**, dated \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Copake, a municipal corporation with its principal office located at 230 Mountain View Road, Copake, NY 12516, (the “TOWN”) and \_\_\_\_\_, residing or with a principal place of business at \_\_\_\_\_, (the “APPLICANT”).

**Whereas**, the APPLICANT has applied to the Town of Copake Planning Board (“PLANNING BOARD”) for Site Plan / Subdivision review and approval in connection with APPLICANT’S proposal for \_\_\_\_\_, located at \_\_\_\_\_, (the “PROJECT”), within the Town of Copake, County of Columbia, and State of New York; and

**Whereas**, pursuant to section 232-27 and Chapter 126 of the Code of the Town of Copake, the PLANNING BOARD is authorized to hire professional attorneys, engineers, planners, or other experts (hereinafter “CONSULTANTS”), at the APPLICANT’S expense, to review any information filed by the APPLICANT, including that filed under the SEQRA process, or as the PLANNING BOARD otherwise finds necessary for proper and sufficient review of the matter; to conduct studies; and to carry out or direct other actions in connection with such review; and

**Whereas**, pursuant to section 232-27 and Chapter 126 of the Code of the Town of Copake, the APPLICANT shall pay all necessary and reasonable costs and expenses of engaging such CONSULTANTS, conducting such studies, or carrying out such actions in connection with the PLANNING BOARD’S review of the PROJECT.

**Now, therefore**, pursuant to the authorizations and requirements set out in section 232-27 and Chapter 126 of the Code of the Town of Copake, and as may otherwise be lawfully agreed to, and in consideration of the mutual promises herein, the parties agree as follows:

1. This Agreement is governed by and subject to section 232-27 and Chapter 126 of the Code of the Town of Copake, and by such other provisions of the Code of the Town of Copake as may be applicable.
2. The TOWN and/or PLANNING BOARD is specifically authorized to take all actions and charge to APPLICANT all costs within the scope of section 232-27 and Chapter 126 of the Code of the Town of Copake, in relation to the PROJECT.
3. In connection therewith, the TOWN and/or PLANNING BOARD may hire CONSULTANTS to render professional services to the TOWN and/or PLANNING BOARD in relation to review of the PROJECT, at the hourly rates indicated in the schedules appended to this Agreement or as may otherwise be specified upon notice to the APPLICANT, plus verified costs and disbursements.
4. CONSULTANTS will provide, in connection with the PLANNING BOARD’S review of the PROJECT, such necessary and proper services for and on behalf of the TOWN and/or PLANNING BOARD as the PLANNING BOARD may direct.

5. The APPLICANT is responsible for payment of all CONSULTANTS' fees and verified costs and disbursements, or other reasonable costs or expenses to the TOWN within the scope of section 232-27 and Chapter 126 of the Code of the Town of Copake, incurred in connection with review of the PROJECT.
6. The TOWN will establish an escrow account at a local banking institution to be funded by the APPLICANT for the purpose of paying or reimbursing all such fees, costs, disbursements, and expenses.
7. The APPLICANT shall provide monies to fund said account in the initial amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
8. If, at any time, in the judgment of the PLANNING BOARD, the balance of funds in the escrow account is likely to be insufficient for the full payment of the costs to be incurred during the course of the entire review, APPLICANT shall be required to provide additional funds for deposit to the escrow account, at the discretion of the PLANNING BOARD.
9. The TOWN is hereby authorized to expend any and all monies in said account for the purpose of paying CONSULTANTS their necessary and reasonable fees and verified costs and disbursements in connection with said PROJECT, as well as for other costs incurred by the TOWN for studies or other actions taken in connection with the PLANNING BOARD'S review of the PROJECT.
10. Upon receipt by the TOWN or PLANNING BOARD from CONSULTANTS of any invoice, bill, or demand for payment, the TOWN shall provide to APPLICANT an itemized bill of such charges at least five (5) days prior to the deduction of funds from the escrow account for payment of such invoice, bill, or demand for payment. Unless, within five (5) days of delivery to APPLICANT of such itemized bill, APPLICANT submits to the TOWN written objection to such bill or part thereof, and APPLICANT'S reasons therefor, TOWN shall withdraw from the escrow account such funds as are necessary to pay or reimburse TOWN for the payment of such invoice, bill, or demand for payment.
11. APPLICANT may, at any time, request to the PLANNING BOARD that all CONSULTANTS stop work and that PLANNING BOARD'S review of the PROJECT be suspended or terminated. Upon receipt by the PLANNING BOARD of such request, the PLANNING BOARD will, as promptly as reasonably feasible, direct CONSULTANTS to cease work in relation to the PROJECT. The APPLICANT will be responsible for payment of all CONSULTANTS' fees and costs for work up to the time CONSULTANTS are directed to cease work on the PROJECT, and funds may be withdrawn from the escrow account in satisfaction thereof.
12. Said escrow account shall continue for the duration of the PLANNING BOARD review of the PROJECT and until such time as APPLICANT has paid or reimbursed the TOWN for all fees, charges, and costs associated with review of the PROJECT, and the expenditure of monies from said escrow account is authorized until all such fees, charges, and costs have been fully paid for or reimbursed by the APPLICANT.

13. If, at the time the PLANNING BOARD'S review of the PROJECT is terminated or suspended, the escrow account contains insufficient funds to fully satisfy the payment of all fees, charges, and costs associated with PLANNING BOARD'S review, the APPLICANT remains fully liable to the TOWN for payment or reimbursement of all such fees, charges, and costs and agrees to provide complete payment within seven (7) days of the delivery by the TOWN to the APPLICANT of a written demand for payment of all unpaid fees and costs.
14. All CONSULTANTS' fees, charges, or costs, and any other applicable costs or expenses to the TOWN imposed hereunder shall be paid in full by APPLICANT prior to the TOWN, PLANNING BOARD, or other permitting authority of the TOWN making or being required to make any final decision, or issuing any permit, in relation to the PROJECT.
15. Any funds remaining in said escrow account upon completion of the review of the PROJECT and after the payment of all fees, costs, and disbursements in connection with said PROJECT, shall be returned to the APPLICANT in accordance with Chapter 126 of the Code of the Town of Copake.
16. The parties, for themselves, their heirs, executors, administrators, successors, and assigns, hereby agree to the full performance of the covenants contained herein.
17. This Agreement shall be governed by the laws of the State of New York. Disputes shall be submitted to binding arbitration, in accordance with Chapter 126 of the Code of the Town of Copake.

For the **Town of Copake:**

For the **Applicant:**

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Supervisor signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Acknowledged for the **Planning Board:**

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Planning Board Chair

\_\_\_\_\_  
Date

04/20/2019





OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

## Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice was Sent: November 23, 2022

1a. Delivered by: Overnight Mail with Tracking Number

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

☒ New Application  
 ☐ Renewal  
 ☐ Alteration  
 ☐ Corporate Change  
 ☐ Removal  
 ☐ Class Change  
 ☐ Method of Operation Change

For **New** applicants, answer each question below using all information known to dateFor **Renewal** applicants, answer all questionsFor **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)For **Corporate Change** applicants, attach a list of the current and proposed corporate principalsFor **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocationFor **Class Change** applicants, attach a statement detailing your current license type and your proposed license typeFor **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

**Please include all documents as noted above. Failure to do so may result in disapproval of the application.**

**This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:**

3. Name of Municipality or Community Board: Town of Copake

**Applicant/Licensee Information:**

4. Licensee Serial Number (if applicable):

Expiration Date (if applicable):

5. Applicant or Licensee Name: JSRK Alander LLC

6. Trade Name (if any):

7. Street Address of Establishment: 7519 NY 22

8. City, Town or Village: Copake

, NY

Zip Code:

12516

9. Business Telephone Number of Applicant/Licensee: 518-329-3000

10. Business E-mail of Applicant/Licensee: reid@thealander.com

11. Type(s) of alcohol sold or to be sold:

☐ Beer & Cider☐ Wine, Beer & Cider☒ Liquor, Wine, Beer & Cider

12. Extent of Food Service:

☒ Full food menu; full kitchen run by a chef or cook☐ Menu meets legal minimum food availability requirements; food prep area at minimum

13. Type of Establishment: Hotel (requires full restaurant open to the public on premises)

14. Method of Operation:  
(check all that apply)☐ Seasonal Establishment☒ Juke Box☒ Disc Jockey☒ Recorded Music☐ Karaoke☒ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): **Varies on demand- mostly acoustic**☒ Patron Dancing☐ Employee Dancing☐ Exotic Dancing☐ Topless Entertainment☐ Video/Arcade Games☐ Third Party Promoters☐ Security Personnel☐ Other (specify):15. Licensed Outdoor Area:  
(check all that apply)☐ None☐ Patio or Deck☐ Rooftop☒ Garden/Grounds☐ Freestanding Covered Structure☐ Sidewalk Cafe☐ Other (specify):

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

16. List the floor(s) of the building that the establishment is located on: Ground Floor
17. List the room number(s) the establishment is located in within the building, if appropriate: N/A
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
- |            |               |
|------------|---------------|
| <u>N/A</u> |               |
| Name       | Serial Number |
21. Does the applicant or licensee own the building in which the establishment is located? ☒ Yes (if YES, SKIP 23-26) ☐ No

**Owner of the Building in Which the Licensed Establishment is Located**

22. Building Owner's Full Name: Reid Kendall & Jason Seiler
23. Building Owner's Street Address: 7519 NY 22
24. City, Town or Village: Copake State: NY Zip Code: 12516
25. Business Telephone Number of Building Owner: (518) 329-3000


**Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice**

26. Representative/Attorney's Full Name: Alexandra B. Becker, Esq.
27. Representative/Attorney's Street Address: Whiteman Osterman & Hanna LLP- One Commerce Plaza
28. City, Town or Village: Albany State: NY Zip Code: 12260
29. Business Telephone Number of Representative/Attorney: (518) 487-7725
30. Business E-mail Address of Representative/Attorney: abecker@woh.com

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Reid Kendall Title: Owner/Operator

Principal Signature: 

# Town of Copake

230 Mountain View Road

Copake, NY 12516

Date:

NYS Liquor Authority  
80 S. Swan Street  
Suite 900  
Albany, NY 12210  
Attention: Division of Licensing

To Whom It May Concern,

The Town of Copake has received notice from JSRK Alander LLC of its intention to apply to the New York State Liquor Authority for a Hotel Liquor license for premises located at 7519 NY 22 in Copake, NY. The Town has no objection to this application, and hereby waives the 30-Day Notice requirement.

Very Truly Yours,

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **The Chairman's Corner**

by

**Matt B. Murell**

[Matt.Murell@ColumbiacountyNY.com](mailto:Matt.Murell@ColumbiacountyNY.com)

### **AFFORDABLE HOUSING**

11/15/2022

Affordable housing. Let's keep in mind that a guide to understanding what that might mean boils down to essentially one thing: By definition, housing that is affordable should not exceed 30 percent of household income.

Over the past several years, a number of factors – the COVID-19 pandemic, for one example -- have contributed to the current situation, in which cost of buying a home or renting has risen dramatically, while wages have not kept pace.

From 2021 through 2021, the price of a single-family home in the county rose from \$239,000 to \$379,000, a 54.7 percent increase. The situation with rents hasn't been any better.

On the one hand, I am indeed happy to hear that folks find Columbia County a desirable place in which to live, however, the effect of the housing situation means that many of those who work in the county cannot afford to make their home here. That then creates a disconnect by which it becomes increasingly difficult for businesses to successfully attract a desirable workforce.

In many ways, Columbia County is not unlike other upstate counties primarily of a rural nature, in that in many regards it lacks the types of public utility infrastructure that helps contribute to the development of affordable housing. While acknowledging these and other obstacles, nonetheless, we are prepared to address these challenges.

To that end, in September the Board of Supervisors authorized a three-year contract with the Columbia Economic Development Corporation to further the development of affordable housing. The county will deploy some of the American Rescue Plan Act funding it has received.

Earlier in the year, the county Board of Supervisors and the CEDC conducted a virtual forum to discuss the Columbia County Housing Brief, created by the Hudson Valley Pattern for Progress. At the Wednesday, November 9 meeting of the Columbia County Board of Supervisors, I announced the formation of the Affordable Housing Task Force and the Advisory Resource Committee.

The Affordable Housing Task Force is comprised of the following:

Town of Stuyvesant Supervisor Ron Knott, co-chair; Town of Canaan Supervisor Brenda Adams, co-chair; Dan Barufaldi, Ghent Planning Board; Robert Gibson, County Commissioner of the Department of Social Services; Bill Hughes, community leader; Meredith Kane, Roe Jan Housing Task Force; Kirk Kneller, Kneller Insurance; Brandon Mullins, building code inspector; Rob Perry, City of Hudson Public Works; Tim Stalker, county planning board; Kelly Sweet, Berkshire Taconic Community Foundation; and Dennis Wedlick, BarlisWedlick Architects LLC.

The Advisory Resource Committee: William Gerlach, Columbia County Chamber of Commerce; William Fischer, Columbia County Fair Housing Officer; Al Bellenchia, Columbia County Habitat for Humanity; Lisa Gallina, Columbia Greene Cornell Cooperative Extension; Claire Cousin, Hudson/Catskill Housing Coalition; Christopher Nardone, Columbia-Greene Workforce New York; Michelle Tullo, City of Hudson Housing Justice Director; Board Representative, Columbia Greene Association of Realtors; Adam Bosch, Hudson Valley Pattern for Progress; and Michael Borges, NYS Rural Housing Coalition.

Next week, I'll back up and revisit the steps that brought us to this point and what might be expected moving forward.

*This is part one of a two-part series.*





## The Chairman's Corner

by

**Matt B. Murell**

[Matt.Murell@ColumbiacountyNY.com](mailto:Matt.Murell@ColumbiacountyNY.com)

### AFFORDABLE HOUSING

DECEMBER 7, 2022

With the Affordable Housing Task Force and the Advisory Resource Committee now in place, as I outlined last time, Columbia County is prepared to tackle the affordable housing issue head on. While the county has no plans of entering into the construction and management of properties, the intention is to help facilitate the steps necessary to develop affordable housing options.

But let's back up. Earlier this year, the Hudson Valley Pattern for Progress's release of its "Columbia County Housing Brief 2022," which had been commissioned by the county, led to a late March Columbia County Housing Forum conducted through a joint effort of the Columbia County Board of Supervisors and the Columbia Economic Development Corporation (CEDC).

The HVPP report addressed such areas as community and economic benefits of affordable housing choices, impediments to affordable housing, Hudson Valley housing prices, housing buying patterns, local wages by industry, and housing affordability based on those wage levels.

Attended virtually by more than 100 individuals, the Columbia County Housing Forum raised a number of key obstacles to affordable housing, including – but not limited to -- a lack of public utility infrastructure around the county, local planning and zoning approvals, "right-sizing" development, and rapidly increasing home costs and real estate values.

As I have seen it, the past two years have brought about major changes in the housing market. With the influx of buyers from downstate combined with the rise in inflation and a trend toward working from home, ordinary housing market conditions have undergone a wrenching transformation.

A few statistics gleaned from HVPP data: Between 2018 and 2021, the price of a home in Columbia County has increased 55 percent, while at the same time the inventory of available homes decreased 59 percent and the median home price rose by 18 percent.

In addition, according to the HVPP, the fair market rate for a two-bedroom apartment in the county as of 2021 was \$1,028 per month, while the average hourly rate for a renter was \$11 per hour.

On top of that, the HVPP points out that there are a number of homeowners and renters who are paying closer to 50 percent of their income for housing, as opposed to the recommended 30 percent. At the end of the day, in that type of situation funds for other life essentials may wind up coming up short.

In the effort to help with the development of affordable housing options, the Columbia County Board of Supervisors at its September meeting unanimously authorized a three-year contract with the CEDC. The contract is being funded with a portion of the American Rescue Plan Act monies received by the county.

Among its initial steps, the CEDC plans to hire a housing coordinator who will -- among other identified duties -- work with CEDC leadership, the county's Affordable Housing Advisory Board, local elected officials, community stakeholders, and others to increase public awareness of the need for affordable housing, while developing and marketing new and existing housing opportunities.

*This is part two of a two-part series.*

**Town of Copake  
Building Department  
230 Mountain View Road  
Copake, NY 12516  
518-329-1234 X 5**

## BUILDING PERMIT

**For : Annual Junk Yard License**

Owner: James Walton / *Jim's Auto*

Contractor:

Location: County Route 7-A

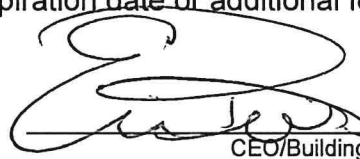
Tax Map No: 187.1-2-7.200

Permit No : BP-2022-200    Date Issued: 01/01/2023    Expires: 12/31/2023

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\_\_\_\_\_  
This Permit is issued with the understanding that no work will be executed which will involve any violation of Town Ordinance and/or Applicable State Building Codes.

  
\_\_\_\_\_  
CEO/Building Inspector

<p>[ ] Site Visit _____</p> <p>[ ] Footing before pouring concrete _____</p> <p>[ ] Foundation before pouring conc. _____</p> <p>[ ] Footing Drains _____</p> <p>[ ] Foundation _____</p> <p>[ ] Slab _____</p> <p>[ ] Framing before enclosing _____</p> <p>[ ] Roof Inspection _____</p>	<p>[ ] Electrical before enclosing _____</p> <p>[ ] Insulation before enclosing _____</p> <p>[ ] Plumbing enclosing _____</p> <p>[ ] HVAC before enclosing _____</p> <p>[ ] Elec. Underwriter's Cert. _____</p> <p>[ ] Final Completion _____</p> <p>[ ] Septic System _____</p> <p>[ ] Excavation/Driveway _____</p>
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\_\_\_\_\_  
To Schedule inspection call 48 hours in advance

**Town of Copake**  
**Application for Motor Vehicle Storage Permit**

230 Mountain View Road, Copake, NY 12516

Permit # \_\_\_\_\_ Initial Request Date: 11/1/22 Renewal  
Request 12/1/22 LC

**Application Information**

Applicants Name: James P. Walton Title In  
Business Jim's Auto Body  
Business Name: \_\_\_\_\_ Mailing  
Address P.O. Box 474 Copake, NY 12516  
Business Phone 518-329-4350 Copake Tax Map  
# \_\_\_\_\_  
Location of Business 81 County Rte 7A Copake (Highway #  
and/or name)  
Nearest Intersecting Highway \_\_\_\_\_ (Highway #  
and/or name)  
Is Business Licensed by any other Federal, State, County, Town Agency? Yes ☒  
No \_\_\_\_\_  
If So, Indicate Type of License Auto Repair Date  
Issued 1983  
What Agency Issued the  
License? NYS

Has Applicant ever been convicted of any type of Larceny or the Receipt of Stolen  
Property?

Yes \_\_\_\_\_ NO ☒

If So Indicate the charge and the date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Property Owner Information**

If the property is rented or leased by the applicant, the property owner must complete this section :

Property Owner Name: \_\_\_\_\_

Property Owner

Address: \_\_\_\_\_

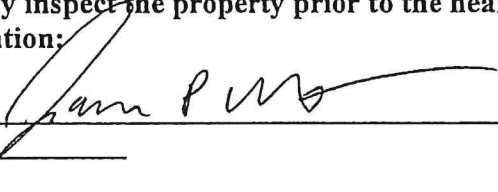
Property Owner Phone \_\_\_\_\_

\*\*\* Property Owner must sign below indicating that he/she is aware of the application and has approved the applicant to submit it.

Signature of Property Owner \_\_\_\_\_ Date: \_\_\_\_\_

.....

Applicant agrees that Zoning Enforcement Officer, member of the Town Board and or Police Department may inspect the property prior to the hearing date to confirm the accuracy of the application:

Applicant Signature: 

Date: 11/30/22



TOWN OF COPEN  
230 MOUNTAIN VIEW ROAD  
COPEN, N.Y. 12516

**APPLICATION FOR JUNKYARD OR MOTOR VEHICLE STORAGE AREA LICENSE**

REQUEST FOR JUNKYARD \_\_\_\_\_ MOTOR VEHICLE STORAGE AREA \_\_\_\_\_  
INITIAL REQUEST \_\_\_\_\_ RENEWAL REQUEST ✓ \_\_\_\_\_

.....  
WAS JUNKYARD/MOTOR VEHICLE STORAGE AREA ESTABLISHED AND  
OPERATING PRIOR TO NOVEMBER 10, 1988? yes \_\_\_\_\_

.....  
APPLICANTS NAME: James P. Walton  
TITLE IN BUSINESS: owner  
BUSINESS NAME Jim's Auto Body  
BUSINESS MAILING ADDRESS P.O. Box 474 Copake NY 12516  
BUSINESS PHONE \_\_\_\_\_

.....  
LOCATION OF BUSINESS: ON HIGHWAY: \_\_\_\_\_  
Highway number and/or name

Nearest intersection highway: \_\_\_\_\_  
Highway number and/or name

Copake tax map # \_\_\_\_\_  
Is business licensed by any Federal, State, County or Town agency? yes  
If so indicate type of license: Auto Repair  
What agency issued license: NYS

.....  
HAS APPLICANT EVER BEEN CONVICTED OF ANY TYPE OF LARCENY OR OF  
RECEIVING STOLEN PROPERTY?: NO IF SO INDICATE CHARGE AND  
DATE \_\_\_\_\_

.....  
IF THE PROPERTY IS RENTED OR LEASED BY AN APPLICANT, THE PROPERTY  
OWNER MUST COMPLETE THIS SECTION:

PROPERTY OWNERS NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

\*\*\*PROPERTY OWNER MUST SIGN BELOW INDICATING THAT HE/SHE IS AWARE  
OF THIS APPLICATION AND HAS APPROVED THE APPLICATION TO SUBMIT IT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

.....  
APPLICANT AGREES THAT A MEMBER OF THE TOWN BOARD AND/OR POLICE  
DEPARTMENT and Z.E.O MAY INSPECT THE PROPERTY PRIOR TO HEARING DATE  
TO CONFIRM THE ACCURACY OF THIS APPLICATION.

James P. Walton  
Applicant signature

11/30/22  
Date

Garcho  
Eerin  
12/1/22

**JIM'S AUTO BODY**  
81 COUNTY ROUTE 7A  
COPAKE, NY 12516  
518-329-4350

6425

50-7044/2223  
57054

PAY  
TO THE  
ORDER OF

Town of Copake

DATE 11/30/22

\$ 251.00

Twenty five and 00/100

DOLLARS



KeyBank National Association  
1-888-KEY4BIZ® Key.com®

FOR Storage renewal Jim's Auto Body

*[Signature]*

⑈006425⑈ ⑆222370440⑆ 325381000828⑈

Photo  
Safe  
Deposit  
Box

ASP

**Town of Copake**  
**RESOLUTION Number 43 of December 8, 2022**  
**To Amend the Town of Copake Policy Manual**

**WHEREAS**, the Town Board of the Town of Copake finds it desirable to revise and amend Section V, Subdivision A of the Town of Copake Policy Manual,

**BE IT RESOLVED**, that the Town Board of the Town of Copake directs that the Town of Copake Policy Manual be revised and amended as follows:

Section V, Subdivision A paragraph 15 is amended to add the Chair and members of the Board of Assessment Review to the individuals who shall receive an annual stipend, so that Paragraph 15 shall read in its entirety:

15. Annual stipends in an amount set at the Organizational Meeting shall be paid on or before December 31 to the following individuals: the Chair and members of the Board of Assessment Review, the Chair and members of the Planning Board, the Chair and members of the Zoning Board of Appeals, Person in Charge of Williams Cemetery and the Historian.

**Roll Call Vote**

Resolution #43  
Dated: December 8, 2022  
Copake, New York

Supervisor Mettler  
Councilperson Wolf  
Councilperson Gansowski  
Councilperson Judd  
Councilperson Sullivan

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Lynn M. Connolly, Town Clerk

(seal)

December 8, 2022

November 17, 2022

Bob Haight, Planning Board Chairman  
Town of Copake  
230 Mountain View Road  
Copake, NY 12516

Re: **Town of Copake – Site Plan Review Services**

Dear Mr. Haight:

Weston & Sampson, PE, LS, LA, Architects, PC (W&S) is pleased to submit this proposal to provide professional site plan review services to the Town of Copake ("Client"). Our 2022-2023 Standard Schedule of Rates is attached for your reference.

We appreciate the opportunity to present this proposal, and the attached standard terms and conditions. If this proposal is acceptable, please sign below, keep one copy for your records, and return a copy to this office. A PDF image of the Client's signature acceptance of this proposal is acceptable.

Very truly yours,  
Weston & Sampson, PE, LS, LA, Architects, PC



Daniel P. Biggs, RLA  
Associate | Regional Manager

Please sign and return one copy of this Agreement signifying your acceptance of the assignment described herein and the associated terms and conditions.

ACCEPTED BY:

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(Title)

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(Date)

Attachments: 2022-2023 Rate Schedule  
Weston & Sampson General Terms & Conditions

## 2022-2023 Rate Schedule

The following hourly billing rates are effective **January 1, 2022 – December 31, 2023** and will be applied to work performed for the Town of Copake by Weston & Sampson employees under assignments for Town Site Plan Review Services. The fees are relative to short-term assignments that are billed on an hourly basis. Other assignment fees may be negotiated or billed on a lump sum basis.

Functional Positional Title	2022 Hourly Rates	2023 Hourly Rates
Principal-in-Charge	\$245-255	\$250-260
Sr. Technical Leader	\$195-225	\$200-230
Sr. Project Manager	\$165-178	\$170-180
Project Manager	\$125-140	\$130-145
Project Engineer / Project Landscape Architect	\$110-130	\$140-150
Engineer II / Landscape Architect II	\$100-120	\$125-145
Engineer I / Landscape Architect I	\$95-115	\$98-120
CAD / GIS Technician	\$100-110	\$105-115
Administrative Coordinator	\$83-98	\$86-102

### MISCELLANEOUS EXPENSES

- General photocopying/reproduction/printing – no charge
- Production/photocopying of construction documents – cost only
- Printing – outside services – cost only
- Mileage reimbursement – per federal reimbursement rate
- Lodging and meals, incidental out-of-pocket costs – cost only
- Subconsultant fees – cost plus 10%
- All other outside expenses – cost plus 10%



November 17, 2022

Bob Haight, Planning Board Chairman  
Town of Copake  
230 Mountain View Road  
Copake, NY 12516

Weston & Sampson, PE, LS, LA, PC  
1 Winners Circle, Suite 130, Albany, NY 12205  
Tel: 518.463.4400

Re: **Town of Copake – Site Plan Review Services**  
**Virtus Nostra, LLC – Major Subdivision**

Dear Mr. Haight:

In response to your email request dated November 8, 2022, Weston & Sampson PE, LS, LA, Architects, PC (Weston & Sampson) is pleased to present the Town of Copake (Town) with a scope and estimated fees for providing Site Plan Review Services for the above referenced application (Project).

**Project Understanding:**

It is our understanding that the Town seeks assistance with Site Plan review process with the Planning Board. This scope is based on a cursory review of the following preliminary documents that were made available from the Town:

- Site Plan Package (4 pages), prepared by Crawford & Associates, dated October 14, 2022
- Concept Stormwater Plan (3 pages), prepared by Crawford & Associates, dated October 14, 2022
- Visual Analysis Site Plan (3 pages), prepared by Crawford & Associates, dated November 2, 2022
- Percolation Test Data (undated, 2 pages) and Deep Test Results (dated 7/12/22, 3 pages), prepared by Crawford & Associates.
- Full Environmental Assessment Form (15 pages), prepared by Crawford & Associates, dated October 14, 2022
- Town of Copake Code Chapters 180, 197, and 232.

**Scope of Work:**

**Phase A: Site Plan Review Services**

Scope includes:

- Conduct one (1) initial technical review of a Site Plan application package of documents as provided by Planning Board Chairman.
- Provide the Planning Board with one (1) initial letter containing technical review comments and recommendations for their consideration/Site Plan decisions.
- Conduct up to two (2) additional technical reviews of the Applicant's revised and re-submitted materials including a technical review letter for each additional review.

**Phase B: Planning Board Meeting Support**

Attendance at up to six (6) Planning Board meetings for Site Plan Review for purposes.

**Work Not Included in scope of work:**

- Additional technical reviews, letter correspondence and meetings that may be required beyond the scope identified herein.
- Attendance at Planning Board meetings beyond the scope identified above.

**Information to be provided by Client/ Others:**

- Signature acceptance of proposal.

**Estimated Review Fees**

The estimated review fees identified herein are guidelines only, provided to give an approximation of the expected costs of the requested review and are based on information available at the time this proposal was prepared. We reserve the right to request additional funds should additional review efforts be requested. Actual fees and costs to be billed will be based upon actual time and materials committed to the project review, in accordance with the 2020 Rate Schedule, attached, and may be more or less than the estimated amounts.

Phase A	Site Plan Review Services	\$ 8,500.00
Phase B	Planning Board Meeting Support	\$ 7,600.00
Estimated Expenses:		\$ 600.00
Subtotal		\$ 16,700.00

**Closing**

We appreciate the opportunity to present this proposal, and the attached standard terms and conditions. If this proposal is acceptable, please sign below, keep one copy for your records, and return a copy to this office. A PDF image of the Client's signature acceptance of this proposal is acceptable.

Very truly yours,

Weston & Sampson, PE, LS, LA, Architects, PC



Daniel P. Biggs, RLA  
Associate | Regional Manager

Please sign and return one copy of this Agreement signifying your acceptance of the assignment described herein and the associated terms and conditions.

ACCEPTED BY:

---



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(Title)

---

(Date)

Attachments: Weston & Sampson General Terms & Conditions

## WESTON & SAMPSON, PE, LS, LA, ARCHITECTS, PC GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated 11/17/22 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON, PE, LS, LA, ARCHITECTS, PC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the OWNER shall not be accepted by WESTON & SAMPSON. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is

based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
  - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
  - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both

general and special considerations relating to the Project.

- c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
  - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
  - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
  - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
  - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
  - h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
  - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
  - j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon



thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.

9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER

shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.

11. The substantive laws of the State of New York shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.
16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not

subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
18. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Approved by:

---

OWNER Name

---

Signature

Date

---

Printed Name and Title