



# VILLAGE OF COLD SPRING

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vcswater@bestweb.net

## **Board of Trustees Agenda September 9, 2014 at 7:30 pm**

1. Pledge of Allegiance
2. Roll call
3. Monthly Meeting- Approval of minutes 08/26/2014
4. Financial Report- Three-month budget analysis
5. Report of Water and Wastewater Departments
6. Report of Code Enforcement
7. Report of the Highway Department
8. Report Police Department
9. Justice Court Report
10. Additional monthly reports – Recreation Commission, Liaison reports: Planning and Zoning Board of Appeals, Town of Philipstown, Chamber of Commerce, Historic District Review Board, Putnam County, Cold Spring Boat Club, Fire Company, Parking Committee, Lighting Committee, Tree Advisory Committee
11. Report of the Mayor and Board of Trustees
12. Correspondence
13. Old Business
  - a. Discussion of tree ordinance
  - b. Appointments to the zoning update committee
14. New Business
  - a. Consider Resolution for financing Bobcat Loader
  - b. Schedule future workshops
15. Approval of bills
16. Public Comment

**Village of Cold Spring**  
**Board of Trustees Workshop**

**August 26, 2014**

The Board of Trustees of the Village of Cold Spring held a workshop on Tuesday, August 26, 2014 at 7:00 PM at the Village Hall, 85 Main Street, Cold Spring, NY.

Attending were Mayor J. Ralph Falloon, Trustees Bruce Campbell, Michael Bowman and Cathryn Fadde, along with Village Accountant Ellen Mageean and Village Attorney Michael Liguori. Trustee Stephanie Hawkins was absent.

The meeting was opened at 7:00 P.M. by Deputy Mayor/Trustee Campbell. Mayor Falloon joined the meeting for the opening vote to move to Executive Session for **interviews** with Thomas Monroe and Susan Peehl, applicants for membership on the **Zoning Code Update Committee**. The motion was made by Trustee Bowman, seconded by Trustee Fadde and carried unanimously.

Executive Session was closed and the open meeting continued with a motion from Trustee Campbell, seconded by Trustee Bowman and carried unanimously.

Craig Relyen of Pennflex and Gary Mazzarelli of RBC Management attended the meeting to discuss the **Firemen's Service Award Investments** and consideration of a proposed procedural change for data entry. With an addition of some language to the contract, as suggested by Mr. Liguori, the Board voted to approve the procedural change for direct data entry for the purpose of updating address information, direct deposit information and federal tax withholding information without written authorization by the Village of Cold Spring with a motion made by Trustee Fadde and seconded by Trustee Campbell. The vote was approved unanimously.

Interviews will be scheduled to select a firm for **Planning Consultant for the NYSERDA grant**. Proposals from perspective firms were received from Barton and Loguidice, RKF, and Greenplan.

Dave Maroney and Mayor Falloon went up on the **roof of the Village office buildings** to determine the damage from a roof leak. It was thought that the leak could be from a ladder that connects the two buildings. The ladder will be removed. However, the cupola is also in disrepair. Mayor Falloon will ask Donald Mac Donald to draw up plans in case it is something substantial and will also bring in the HDRB for their opinion regarding downsizing the cupola or even removing it.

Three bids for **paving Grandview Terrace and Parrott Street** were received by the Village. The lowest bid was from Intercounty Paving Co. The specs were given to Ed Trimble who had no problem with them. Trustee Bowman made a motion awarding the paving contract for Grandview Terrace to Intercounty Paving Co with a second from Trustee Campbell. The motion was approved with a unanimous vote. Trustee Bowman made a motion to award the paving contract for Parrott Street to Intercounty Paving Co seconded by Trustee Fadde and was approved with a unanimous vote. Intercounty Paving Co. will be notified of the Board's approval for the above noted contracts.

**Correspondence**

Central Hudson is investing in our energy.

## Old Business

Mayor Falloon read the resume of Michael T. O'Rourke, applicant for a position on the **Village Police Department**. A motion was made by Trustee Campbell to appoint Mr. O'Rourke to the Police Department. The motion was seconded by Trustee Bowman and was approved unanimously.

Trustee Campbell read a report regarding the insect problem on trees on **Mountain Avenue**.

The Recreation Commission will have a discussion regarding the **Fjord Trail** at their next meeting on Wednesday, August 27, 2014. All are welcome to attend. The Board can attend the meeting, not as Board Members but as individuals.

The **Recreation Commission** has an **open seat** available on their board. It will be reposted to accept applicant resumes and schedule interviews.

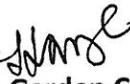
Trustee Bowman made a motion to conclude tonight's meeting seconded by Trustee Fadde. Meeting adjourned with a unanimous vote.

Respectfully

Sandra L. Falloon

**Date:** September 2, 2014

**To:** Cold Spring Village Board of Trustees

**From:** Linda Lange   
Philipstown Garden Club  
Class of 2014

**Re:** Beautification Project at 9D and Fair Street

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Each year, new members of the Philipstown Garden Club are asked as a group to identify a project that they can work on together. The "class" of 2014 has identified the beautification of the flower bed and nearby surrounding area located at 9D and Fair Street as its project. This is what has been accomplished thus far:

- 1) The property has been confirmed as NYS DOT property – it is situated 30 yards outside of the Village. We met with Lance McMillan of NYS DOT at the site to discuss and review the design plan (Attachment A) both for the bed and surrounding area. Mr. McMillan supports what we have proposed, but at the same time provided height guidelines given sightline concerns.
- 2) A wish-list of the plants we want and that will be donated primarily by our membership at no cost to the Village has been created and is attached (Attachment B).
- 3) A sketch of the placement of the plants is attached (Attachment C). Of course the final result depends on what we are able to collect from our membership.
- 4) Cost estimates for a new "Welcome to the Village of Cold Spring" sign\* and design options have been acquired. (Attachment D). Suggested color scheme: Navy blue, white and gold leaf paint. There are three style choices.

We propose to undertake the following:

Fall of 2014

- 1) Prepare the soil for planting; and
- 2) Plant bulbs and other plants sometime in October 2014.

Spring 2015

- 1) PGC members will visit the site to evaluate the condition of the bed after the winter, cultivate the soil, and monitor plant growth resulting from the Fall 2014 planting;
- 2) PGC will maintain the site regularly (weed; replace damaged plants where feasible, etc.) during the spring, summer and fall seasons, weather permitting; and
- 3) Plant several evergreen trees for the backdrop, provided that we are able to raise enough funds to purchase them.

Please address the following items:

- 1) Maintenance – while the Club wants to have this site as an ongoing maintenance project, we would like to know if the town has a watering system in place (via truck, for example) or if there is a water spigot that would be made available to the Club members to use in order to water the area during the summer months?

- 2) "Welcome to the Village of Cold Spring" sign (Attachment D for cost details and design options) – (Note: the current sign says "Welcome to Cold Spring", "Welcome to the Village of Cold Spring", is a suggested changed and presented in these renderings).

If the Village is interested and with its approval and sole financial support (see Attachment D for cost details and design options):

- a) purchase and have installed a new "Welcome to the Village of Cold Spring" sign\* (it would be installed up against the back end of the flower bed and be centered);
- b) rearrange existing signs using existing materials or, where appropriate, work collaboratively with organizations represented in existing signs for their improvement/removal so that the "Welcome to the Village of Cold Spring" sign is the central focus; and
- c) relocate the Snow Ordinance sign to the western side of Fair Street or other such location as determined appropriate by the CS Highways Department. FYI - the current Cold Spring sign measures 2' x 4'; quotes are given for 3' x 5' and 4' x 6' options.

- If agreeable, what would be the Board's timeframe for seeing this done?

- Can the Highways Department or another Village entity install the proposed sign (would require cement)? If so, \$250 can be saved.

- If the "Welcome" sign is approved, this would be an ideal time for the Board to approach Mr. Paul Guillaro, the owner of Butterfield, and suggest that an identical "Welcome" sign be placed at the southern end of the Village.

*(\*Note: While my husband had originally indicated that he would be able to make the sign, research into getting/preparing the materials and producing a quality sign that will last for years has led him to decide that it would not be prudent for him to undertake this project. Rather, he advises that an experienced vendor would provide the best value for the Village's dollar.)*

- 3) If PGC's Class of 2014 can identify a vendor to donate the stone pasture wall and follows the NYS DOT guidelines, does the Board approve this design element?
- 4) Would the Village consider allocating \$200 annually to the PGC for the annual soil maintenance of the bed, if it is able to continue to work at this bed?

We thank the Village Board for its attention to this proposed project and look forward to hearing from you so that we may proceed in the coming fall months.

ROUTE 9D

Trees  
old "pasture fence"

FARM ST

taller shrubs

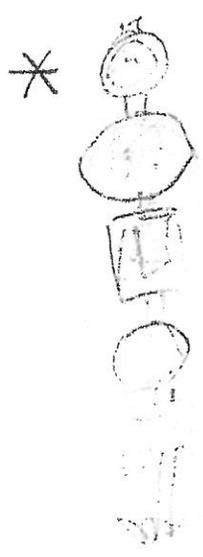
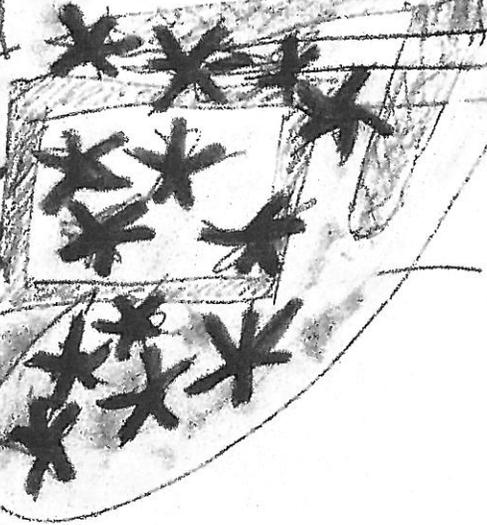
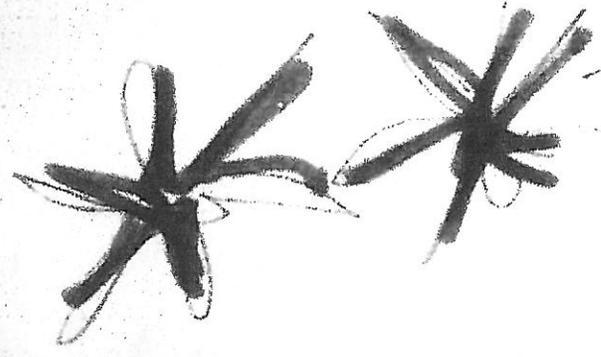
"welcome" sign

low shrubs

low stone pasture walls

highway guard rail

Box



total height  
measured

**PHILIPSTOWN GARDEN CLUB PROJECT 2014-2015**  
**List of Plants for 9D & Fair Street**  
**In Process of Being Collected from Membership**

<b>Plant</b>	<b>Blooms</b>
<b>Flowering</b>	
Shadbush (Amalenicher Canadensis)	March - April
Fragrant Sumac	April
Daffodils	April/May
Zizia Alexandra (yellow)	April - June
Lily of the Valley	May
Virginia Blue Bells	May
Iris and Siberian Iris	May/June
Wild Geranium	May/June
Red Twig Dogwood (bush); beautiful red bark during winter	May - June
Weigela Plant	mid-May - June
Beard Tongue (Penstemon digitalis; white flower)	June
Sundrops (Oenothera fruticosa)	June/July
Coreopsis moonbeam	July
Lambs ear	July
Yarrow of any type	July
Liatris Spicata	July/August
Joe Pye Weed	July - September
Silphium	July - September
Northern River Oat Grass	July - October
Echinacea (cone flower)	August
Bee Balm	August-early/mid
Black-eyed Susan (native in order to be deer resistant)	August-mid
Button Bush	August-mid
Milkweed	August-mid
Nodding Onion	August-mid
Poke Weed (purple berries)	August-mid
Obedient Plant (Physostegia virginiana)	Late summer

***Non-Flowering***

Angelica (dark green)

Cat Tails

Ferns

Hay-scented Fern

Ostrich Fern

Stag Horn Fern

High Bush Clover

Holly (deer don't eat the non-hybrids)

Senna

Spruce tree(s)

Switchgrass

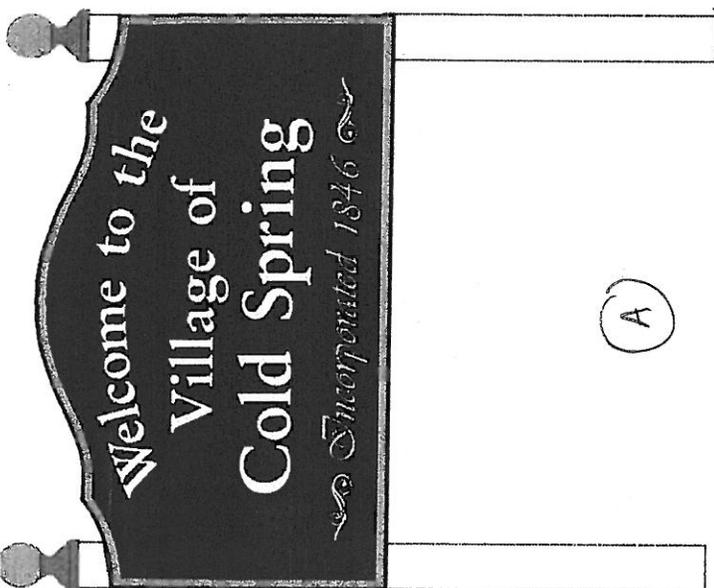
### Quotes for "Welcome to the Village of Cold Spring" Sign

As provided by Superior Sign Service, Inc., Hopewell Junction, NY

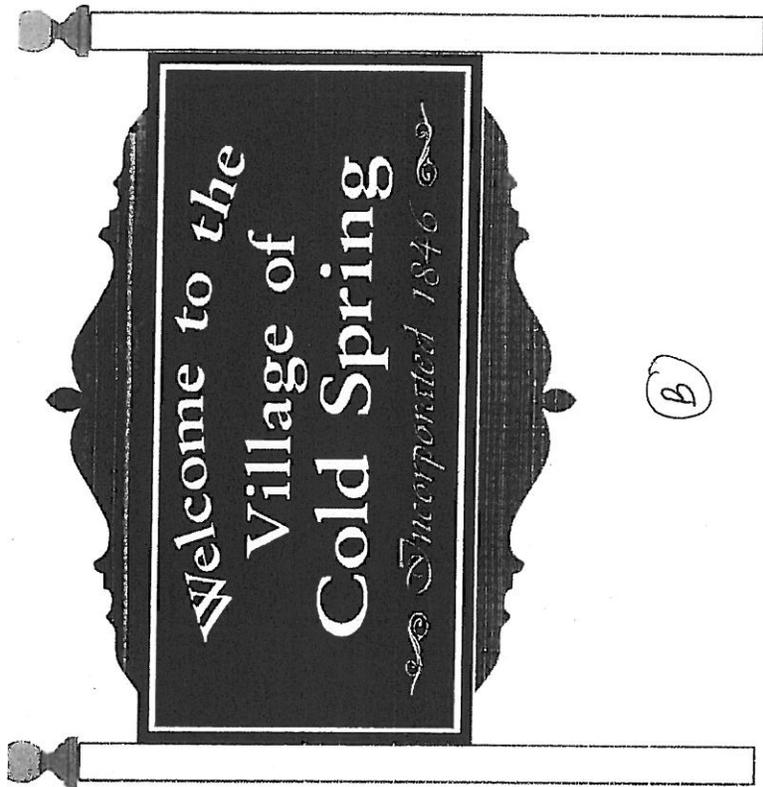
845-227-5928, Chris Palazzo

#### Breakdown of Costs

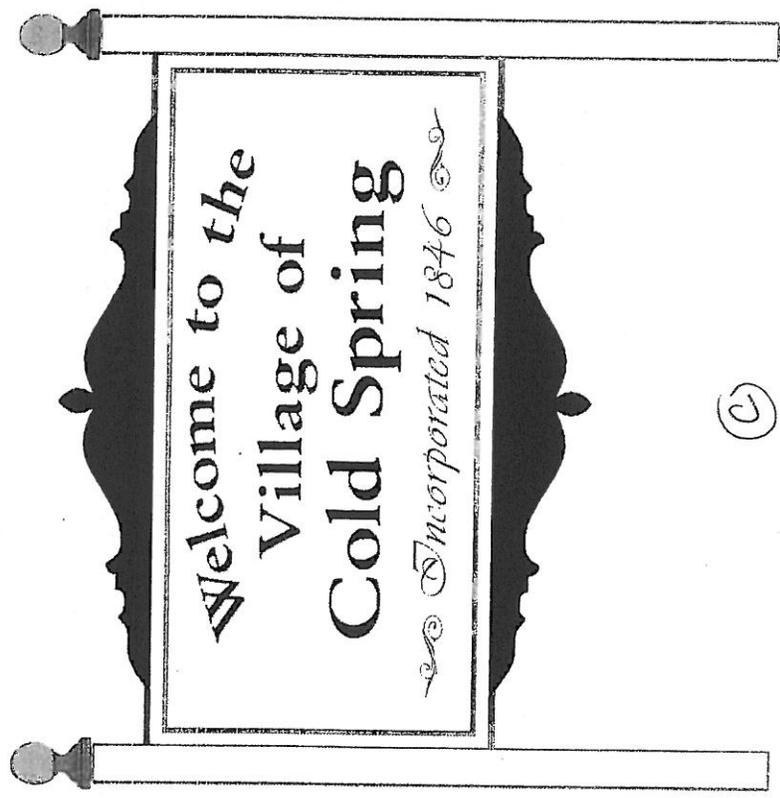
3' x 5'	sign only	=	Carved	\$ 995.00	Flat Wood/Aluminum	\$ 400.00
4' x 6'	sign only	=	Carved	\$ 1,600.00	Flat Wood/Aluminum	\$ 600.00
	Two posts with balls	=		\$ 170.00		
	Installation with concrete	=		\$ 250.00		
<b>Cost Totals</b>						
3' x 5' sign, carved with posts and installation:				\$ 1,415.00	without installation	\$ 1,165.00
3' x 5' sign, flat wood/aluminum, w/posts and installation:				\$ 820.00	without installation	\$ 570.00
4' x 6' sign, carved with posts and installation:				\$ 2,020.00	without installation	\$ 1,770.00
4' x 6' sign, flat wood/aluminum, w/posts and installation:				\$ 1,020.00	without installation	\$ 770.00



A



B



C

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue  
Carmel, New York 10512  
(845) 808-1020 Fax (845) 808-1933



Carl L. Albano *Chairman*  
Ginny Nacerino *Deputy Chair*  
Diane Schonfeld *Clerk*  
Clement Van Ross *Counsel*  
September 4, 2014

Barbara Scuccimarra	Dist. 1
Sam Oliverio, Jr	Dist. 2
Louis D. Tartaro	Dist. 3
Ginny Nacerino	Dist. 4
Carl L. Albano	Dist. 5
Roger S. Gross	Dist. 6
Joseph Castellano	Dist. 7
Dini LoBue	Dist. 8
Kevin Wright	Dist. 9

Mayor J. Ralph Falloon (Sent via e-mail: mayor@coldspringny.gov)  
Village Hall  
85 Main Street  
Cold Spring, NY 10516

Dear Mayor Falloon:

At the Putnam County Legislature's Physical Services Committee meeting held August 20, 2014, Legislator Barbara Scuccimarra committed to coordinating a Special Physical Services meeting to address the proposed Butterfield project located in the Village of Cold Spring.

At the August 20<sup>th</sup> meeting there was discussion that ensued that a meeting hosted by the County Legislature would be beneficial to the ongoing communication related to this matter. It was agreed that this meeting would be held on the Western side of the County. As this is a project under the purview of the Village of Cold Spring Planning Board, Legislator Scuccimarra has contacted Trustee, Cathryn Fadde who is the Village's liaison to the County, to request that the meeting be scheduled.

The date available to conduct the Putnam County Legislature's Special Physical Services Committee Meeting at Village Hall has been confirmed as Tuesday, September 23, 2014, at 6:00 p.m. Respectfully we request that you contact the Legislative Office as soon as possible to confirm the date and time will work with the schedule of the Village of Cold Spring Trustees. This meeting will be an official public meeting of the Putnam County Legislature and must be advertised on our Legislative calendar.

We look forward to hearing from you.

Regards,

Carl L. Albano  
Chairman Physical Services Committee

Barbara Scuccimarra  
Putnam County Legislator Dist #1

Cc: Village of Cold Spring Trustees (via e-mail: vcsclerk@bestweb.net)

September 4, 2014

To: Mayor Faloon and the Cold Spring Board of Trustees

Cc: Jennifer Zwarich, Chairperson, Tree Advisory Committee

From: Rich Franco, Member of the Tree Advisory Committee (writing as a private citizen)

Subject: Exceptions to the Draft Tree Ordinance

I have been an active member of the Committee since its inception and I would like to congratulate Jennifer Zwarich and the team on a job well done. While I enthusiastically support the draft ordinance, there were three points that I wanted to bring up to the Board for reviewed at the workshop. Note that these were fully discussed at our meetings and voted down by majority rule; however, Jennifer said that I could raise the issues at the meeting as a private citizen. That is what I am doing.

A - The following two sections have not been included in the draft tree ordinance and are presently recommended:

1 - Removal of Hazardous Trees (trees or large branches that may cause injury or death by falling on public property)

Most tree ordinances give explicit authority to the Village and/or Highway Department to prune or remove trees that represent an imminent safety hazard to the public, whether the trees are on public or private property. Usually, if on private property, a stipulation is added requiring the Village to notify the owner via certified letter that they must correct the situation themselves; if not done within a specified time, the Village has the work done and bills the owner.

The Village could consult with the Tree Commission to confirm the hazard, who could then consult an arborist if necessary.

2 - Establishment of a Heritage Tree Program

This section is often included in ordinances, especially in towns that have a relatively early settlement date. It provides for the research, recognition and on-going health monitoring of trees that are historically significant in terms of their age, or in relation to important town figures or events. The goal is to increase residents' interest in the local tree scape and to raise awareness of the importance of trees to the historical identity of the town.

Some potential features of the program: Heritage trees could be nominated by any resident and would be approved by the Tree Commission. Private trees would only be included in the program with the explicit permission of the owners. The owners would receive a certificate issued by the Village describing the significance of the tree and would be offered free annual tree inspections and recommendations for any

needed maintenance. The tree would be celebrated each Arbor Day and, with permission, would be part of an annual tour of all Heritage Trees.

The certification of a Heritage Tree would in no way impact the degree of ownership, extent of control or authority over the designated tree. The decision of whether or not to participate in Heritage Tree Program, or to terminate participation, would rest solely with the property owner.

B - The following section has been included in the draft tree ordinance and I recommend it be removed:

#### 122-4A. Tree Nursery

This section makes the Tree Commission responsible for growing tree stock on public or private property for eventual planting within the town. A group of very dedicated volunteers have already created a nursery with the stated purpose being cost savings vs. buying full size trees. While this effort is highly commendable, and could continue on a voluntary basis, codifying it in Village law may not be advisable for the following reasons:

This is the only mention of a tree nursery that I have seen in any of the ordinances I have reviewed. Should the Village be in the business of raising trees from saplings, or like other municipalities, should we purchase stock from commercial growers who have the skills and efficiencies to do this well?

The time frame from sapling to mature stock is on the order of 10 years. The Tree Commission would have to insure that appropriate maintenance be performed such that the trees survive, and that their root balls and branch structure be continuously shaped such that the trees are transplantable when mature.

The current nursery is on property that could be developed before the trees are mature. In that case, all of the saplings would have to be transplanted, assuming another appropriate space could be found. This may have to be done more than once.

While the current group of volunteers possess the enthusiasm necessary to maintain the nursery, this may not be true in the future. Should a nursery be written into Village law, or should it continue as it started as an informal volunteer effort?

Draft Tree Commission Ordinance –VERSION 5

7/29/14

§122-1 Title.

This law shall be known as the Public Tree Law for the Village of Cold Spring, Putnam County, State of New York.

§122-2 Purpose and Intent.

This law is enacted pursuant to the provisions of Village Law and the General Municipal Law to establish a Tree Commission in the Village of Cold Spring in order to achieve the following purposes:

- A. Promote efficient and cost-effective management of the village's community forest by assuring that decisions regarding the care and maintenance of public trees are consistent within the Village and in accordance with an overall tree management plan.
- B. Reduce the village's exposure to liability by eliminating sources of tree related hazards as they become evident and by reducing occurrences of tree hazards through improved care and maintenance.
- C. Maintain all public trees in a healthy and attractive condition through good cultural practices (i.e. accepted standards of maintenance).
- D. Establish and maintain the maximum sustainable tree cover in order to protect and enhance the environment and the character of the Village.
- E. Establish and maintain an optimal level of age and species diversity through the use of an ongoing tree inventory and tree management plan.
- F. Centralize tree management under a voluntary, permanent Tree Commission.
- G. Maintain a system that clearly identifies roles for Tree Commission members and community volunteers and facilitates the coordination of tree work between these entities and the Village's staff, elected officials, Recreation Commission and Highway Department.
- H. Assist the Board of Trustees in establishing and maintaining a tree management budget and the means for funding it.
- I. Foster community support through regular educational outreach, and encourage good citizen tree management practices through knowledge sharing.

§122-3 Definitions.

As used in this chapter or as may be relevant in the operation of the Tree Commission, the following terms shall have the meanings indicated:

#### ARBORICULTURE

The cultivation of trees and shrubs, including the study of how they grow and respond to cultural practices and the environment, as well as aspects of cultivation such as selection, planting, care and removal.

#### ARBORIST

Trained specialist certified by the International Society of Arboriculture or one of its chapters or other nationally recognized arboricultural organizations with expertise in tree management.

#### CALIPER

The diameter of a tree trunk, taken six inches aboveground for up to and including four-inch caliper size, and the diameter at breast height for larger trees.

#### CANOPY COVER

The projected measurement of the total crown size that a tree or trees in a specified area will attain at maturity.

#### CROWN

All portions of a tree, excluding the trunk and roots, such as branches and foliage.

#### DBH (diameter at breast height)

The diameter or caliper of a tree trunk at the height of 4 1/2 feet aboveground.

#### HAZARDOUS TREE

Any tree having an infectious disease or insect problem, being dead or dying, having limbs that obstruct street lights, traffic lights, etc., or a tree that poses a threat to public safety from falling limbs.

#### PUBLIC TREE

Any tree located on public property, within a public easement or public right of way including trees growing in the strip of land between the edge of the street and the sidewalk. For properties not laid out on a filed subdivision plat, the public right of way includes public property only and is not intended to include the private property of any landowner.

#### TREE CITY, USA

A program sponsored by the National Arbor Day Foundation in cooperation with the USDA Forest Service and the National Association of State Foresters which gives recognition to communities for providing a basic level of human and financial resources to manage their community forests.

#### TREE CUTTING

Any removal, breaking, pruning, destruction or injury of any tree covered by the provisions of this chapter.

#### TREE INVENTORY

An inventory of existing public trees, where possible, within the Village, indicating species, location, size, age and condition. Inventories of Village trees should include street trees, park trees, public trees and roadside trees.

#### TREE LAWN

That part of the public right of way not covered by sidewalk, lying between the property line and the edge of pavement, including but not limited to the strip of land between the edge of the street and the sidewalk.

#### TREE MANAGEMENT PLAN

A written plan used to guide the Village on key goals and objectives as they relate to the overall health and maintenance of Cold Spring's public trees, which includes recommendations on tree maintenance and improvements, tracks and analyzes the inventory of trees and provides a simple, organized strategy for the implementation of the key goals and objectives.

TREE NURSERY

The plot, parcel or piece of land or part thereof owned, leased or donated to the Village where trees are cultivated for transplanting.

VILLAGE BOARD

The Village Board of Trustees of the Village of Cold Spring.

§122-4 Tree Commission.

- A. Composition of the Commission. There is hereby created a Village Tree Commission for the Village of Cold Spring. The Commission shall consist of five members, no fewer than three of whom shall be residents of the Village of Cold Spring. The Commission may include owners of businesses within the Village of Cold Spring. Not more than one seat on the Commission may, upon the recommendation of the Tree Commission and with the approval of the Village Board, be filled by a licensed arborist who is a resident of Philipstown and neither a resident of, nor an owner of a business within, the Village of Cold Spring. [There is no consensus on including non-Village residents here. The TAC looks to continue this discussion with village stakeholders and looks to the Village Board for its recommendations.] Knowledge of horticulture and/or arboriculture is highly desirable, but shall not be a requirement for membership on the Commission. The Commission shall be appointed by the Mayor and Board of Trustees by resolution. The initial terms of office for the members of the Commission shall be three years for two members; two years for two members; and one year for one member. Thereafter, on the expiration of a member's term, subsequent appointments shall be for a term of three years. All appointments to fill vacancies shall be for the unexpired term. Subsequent appointments, including the position of Chairman shall be upon recommendation by the Commission to the Board of Trustees. The Board of Trustees shall appoint a member of the Commission to act as Chairman. Each appointment shall be for 3 years. The Board of Trustees shall also appoint one of its members to be the liaison to the Commission to facilitate communication between itself and the Commission.
- B. Authority of the Commission . The Tree Commission is an advisory body to the Village Board of Trustees and village departments and commissions on public trees within the village.
- C. Compensation and Funding. The members of the Tree Commission shall not be compensated for their services. A function of the Tree Commission shall be to solicit grants and funds in order to carry out its intended purpose, which includes the operation and maintenance of a public tree nursery and its related tree stock, and also to achieve and maintain having the Village be designated as a Tree City, USA.
- D. Professional assistance. The Commission may, if necessary to fulfill its functions, utilize the services of licensed professionals to assist the

Commission. Requests for such professional services shall be made to the Village, and hiring of such professionals, with the recommendation of the Commission, shall be made by the Village Board.

- E. Meetings. The Commission shall meet regularly, and no less than six (6) times per year. The Commission shall adopt rules and regulations, not inconsistent with this Chapter, for the conduct of meetings, responsibilities of appointed members, and the conduct of the business of the Commission and shall file a copy of the rules and regulations, and any amendments thereto, with the Village Clerk.
- F. Tree Inventory. The Commission shall be responsible for annually updating the Village Tree Inventory consistent with the Inventory maintenance recommendations of the Tree Management Plan.
- G. Tree Management Plan. The Commission shall be responsible for updating the Tree Management Plan no less than every five years to reflect current conditions and future goals. In carrying out the research for such updates, the Tree Commission will consult with the Recreation Commission and Highway Department and incorporate their concerns and recommendations into the Tree Management Plan. Once updated, the Tree Management Plan shall be submitted to the Board of Trustees for approval.

The Tree Management Plan will compile and organize all public tree-related data of concern to village government and will offer guidance for tree maintenance and improvements based on the goals outlines in §122-2 above. It will include long term planning, tree planting and maintenance programs for all Public Trees and tree pits in the village and may include recommendations and goals related to shrubs, vines and other plant species located on public property and in the Village's public easements and public rights of way as these goals relate to public trees.

- H. Annual Work Plan. The Tree Management Plan and Village Tree Inventory shall be used to construct an itemized Annual Work Plan based on village budget items for tree work as well as any additional grant funds or donation of funds or services in each budget year. The Annual Work Plan shall be developed in direct consultation with the Recreation Commission and the Highway Department and shall then be presented to the Village Board on or before February 1<sup>st</sup> of the budget year for approval. Subsequent adjustments and additions to the Annual Work Plan shall proceed on an ad hoc basis with the approval of the Mayor.
- I. Tree Nursery. The Commission shall be responsible for the planning, operation, care and maintenance (collectively, the "OCM") of the Village Tree Nursery including the initial planting and maintenance of tree stock to be used for future public tree plantings. A Tree Nursery Manager shall be appointed, upon recommendation of the Commission, by the Board of Trustees to carry out the requirements of the Commission with regard to the OCM of the Tree Nursery. The Tree Nursery Manager may be a member of the Commission or an individual who is qualified in either horticulture or arboriculture.

- J. Recommendations for tree selection, maintenance, removal and care. The Commission shall make recommendations to the Village, its elected officials and employees for the selection, planting, maintenance and care of trees along public highways, easements and rights of way or within Village parks and on Village property. The Village Highway Department shall, except in cases of emergency, consult with the Commission before removing or ordering the removal of a tree or limb of a tree within a highway right-of-way which threatens the health, safety and welfare of the users of the highway or the ability of the Highway Department to maintain the highway in a safe manner. In providing such advice, the Commission may examine the subject tree(s) and may consult with an arborist or other professional consultant. The Commission may also make recommendations to the Highway Department concerning those trees which present a hazard because of death, age, infectious disease, insect infestation or overgrowth which obstructs street lights and traffic and street signs, or any other condition which requires the treatment, cutting or removal of the tree.
- K. Dissemination of tree information. The Commission shall assist the officers and employees of the Village, as well as residents, in the dissemination of information regarding the selection, planting and maintenance of trees within the Village, whether on public or private property.
- L. Other responsibilities. The Commission shall fulfill such other and further responsibilities imposed upon it by the Village Trustees, from time to time, as may reasonably be necessary to effect the purposes and intent of this chapter.

§122-5 Injuries to trees prohibited.

No person shall in any way mutilate, cut down, injure or destroy any public tree within the Village.

§122-6 Protection of Public Tree Health.

- A. Sidewalk-root conflict mitigation. [This section requires further adjustment and practical input by the Water Superintendant, Highway Foreman and the Village Board.] During repair or repaving of sidewalks and streets within the village, reasonable care shall be taken to preserve the root structure of public trees. Applications made to the Highway Department for a street or sidewalk opening permit under Chapter 108-1 (“Streets and Sidewalks—Street Openings”) of the Village Code shall make note of the location of all public trees within 10 feet of the proposed work area, and any application noting such tree involvement shall be forwarded to the Tree Commission for an advisory opinion about necessary protective measures prior to approval. The Highway Department shall also notify the Tree Commission of any planned municipal sidewalk work that

could potentially impact public tree root structures and shall consult with the Commission on strategies for preserving root structure and tree health while achieving the village's sidewalk repair and repaving goals.

- B. Tree lawn protection. No person shall deposit, place, store or maintain upon any tree lawn concrete, asphalt or other materials which may impede the free passage of water, air and fertilizer to the roots of any tree growing therein.
- C. Cooperation with utility pruning work . Utility companies or their agents or contractors shall notify the Village of Cold Spring in writing at least 2 weeks before engaging in routine Tree Cutting of any public trees upon or overhanging the streets, sidewalks and public rights of ways proposed in connection with efforts to prevent the trees from coming in contact with utility wires, lines or cables. Routine trimming of trees near utility lines must be done in accordance with accepted industry standards by experienced arborists so as to provide for continued reliable service to utility customers while maintaining a healthy and aesthetically attractive shade tree canopy in the Village. A copy of the utility's notification letter shall be immediately forwarded to the Tree Commission in order that appropriate cooperation can be initiated.

§122-7 Penalties for offenses.

Any person committing an offense against the provisions of this Chapter shall be guilty of a violation under the Penal Law and, upon conviction thereof, shall be punishable by a fine of not more than two hundred and fifty dollars (\$250) or by imprisonment for not more than fifteen (15) days, or both.

**LEASE SCHEDULE NO. 18698**

Dated As Of September 03, 2014

This Lease Schedule, together with its Payment Schedule and Acceptance Certificate attached hereto and made a part hereof, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below (the Master Lease, together with this Lease Schedule and its attachments, "Equipment Lease"). All terms and conditions of the Master Lease are incorporated herein by reference as if same had been set forth herein in full. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated January 27, 2011      Master Lease No.: 12575

Lessee: Village of Cold Spring, New York

Lessor: First Niagara Leasing, Inc.

A. EQUIPMENT DESCRIBED: The Equipment includes all of the property described on Schedule A-1 to the Acceptance Certificate attached hereto and made a part hereof.

B. EQUIPMENT LOCATION:    49 Fair St.  
Cold Spring NY  
10516

C. ESSENTIAL USE; CURRENT INTENT OF LESSEE: Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.

D. RENTAL PAYMENTS; LEASE TERM: The Rental Payments to be paid by Lessee to Lessor, the commencement date thereof and the Lease Term of this Lease Schedule are set forth on the Payment Schedule attached to this Lease Schedule. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Equipment Lease during the current Fiscal Year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current Fiscal Year. Lessee anticipates that sufficient funds shall be made available to make all Rental Payments due in subsequent Fiscal Years.

E. RE-AFFIRMATION OF THE MASTER LEASE: Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1, 16 and 17 thereof). No event or condition that constitutes, or with notice or lapse of time, or both would constitute an Event of Default or a Non-Appropriation Event, exists at the date hereof.

F. BANK QUALIFIED: LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDER YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL

AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE  
CURRENT CALENDER YEAR WILL NOT EXCEED \$10,000,000.

Lessee:  
Village of Cold Spring, New York

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

Title: Mayor

Lessor:  
First Niagara Leasing, Inc.

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

Title: Authorized Representative

Master Lease No.: 12575  
Lease Schedule No.: 18698

SCHEDULE A-1  
Equipment Description

Lease Schedule No. 18698 Dated: September 03, 2014

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: 49 Fair St.  
Cold Spring NY  
10516

Equipment Description: Bobcat Model S550 T4 Skid Steer Loader, S/N: AHGM1281,  
(including Serial Numbers) c/w: SB240 Snowblower - 72" width, S/N: 713103344,  
72" Sweeper, S/N: 783733586,  
Including all attachments and accessories

[Expected] Equipment Purchase Price	\$43,010.28
[Minus Lessee Down Payment/Trade-in	\$ _____ /USE IF TRADE IN]
[Net] Amount Financed	\$43,010.28

This Schedule A-1 is attached to an Acceptance Certificate relating to the Lease Schedule.

Village of Cold Spring, New York  
(Lessee)

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

Title: Mayor

First Niagara Leasing, Inc.  
(Lessor)

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

Title: Authorized Representative

**PAYMENT SCHEDULE**

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lessee: Village of Cold Spring, New York

Lessor: First Niagara Leasing, Inc.

Lease Schedule No.: 18698 Dated: September 03, 2014

Accrual Date: \_\_\_\_\_

Amount Financed: \$43,010.28

Interest Rate: 2.730% per annum

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Termination Value
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See attached amortization schedule

Village of Cold Spring, New York  
(Lessee)



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

Title: Mayor

First Niagara Leasing, Inc.  
(Lessor)

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

Title: Authorized Representative

Compound Period: Annual

Nominal Annual Rate: 2.730%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	9/10/2014	43,010.28	1		
2 Payment	9/10/2014	14,724.59	3	Annual	9/10/2016

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Termination Value
Loan	9/10/2014				43,010.28
1	9/10/2014	14,724.59	0.00	14,724.59	28,285.69
2014 Totals		14,724.59	0.00	14,724.59	
2	9/10/2015	14,724.59	772.19	13,952.40	14,333.29
2015 Totals		14,724.59	772.19	13,952.40	
3	9/10/2016	14,724.59	391.30	14,333.29	0.00
2016 Totals		14,724.59	391.30	14,333.29	
Grand Totals		44,173.77	1,163.49	43,010.28	

ACCEPTANCE CERTIFICATE

First Niagara Leasing, Inc.  
726 EXCHANGE STREET, SUITE 900  
BUFFALO, NY 14210

Re: Master Lease Purchase Agreement dated as of January 27, 2011 between First Niagara Leasing, Inc. ("Lessor") and Village of Cold Spring, New York and Lease Schedule No. 18698 (the "Equipment Lease")

Ladies and Gentlemen:

In accordance with the Equipment Lease, the undersigned, a duly qualified and acting representative of the Lessee ("Lessee") hereby certifies and represents to Lessor on behalf of the Lessee that:

(1) the Equipment, as such term is defined in the Equipment Lease, has been acquired, made, delivered and installed on the date indicated below;

(2) (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE EQUIPMENT LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

(3) attached is a completed Schedule A-I, containing all serial numbers and other applicable information with respect to the Equipment;

(4) attached are (a) evidence of insurance with respect to the Equipment in compliance with the Equipment Lease; (b) vendor invoice(s) and/or bill(s) of sale relating to the Equipment, and if such invoices have been paid by Lessee, evidence of payment thereof (evidence of official intent to reimburse such payment as required by the Code having been delivered separately by Lessee); and (c) the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is subject to certificate of title laws; and

(5) Lessee hereby authorizes and directs Lessor to fund the Purchase Price of the Equipment by paying the invoice prices to the vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

→ Acceptance Date of the Equipment: 9/11/2014

Lessee: Village of Cold Spring, New York

→ By: \_\_\_\_\_

Name: J. Ralph Falloon

Title: Mayor

**Master Lease No.: 12575**  
**Lease Schedule No.: 18698**

ATTACHMENTS

- (a) Schedule A-1
- (b) Evidence of Insurance
- (c) Invoices/bills of sale
- (d) Certificate of title (if applicable)

## Lessee Certificate

Re: Master Lease Purchase Agreement dated as of January 27, 2011 between First Niagara Leasing, Inc. ("**Lessor**") and Village of Cold Spring, New York Master Lease No. 12575 and Lease Schedule No. 18698 dated as of September 03, 2014 (collectively, the "**Equipment Lease**").

The undersigned, being the duly elected, qualified and acting Mayor of the Village of Cold Spring, New York ("**Lessee**"), do hereby certify, as of September 03, 2014 as follows:

1. Lessee is a governmental unit with general taxing powers. Lessee shall assure that not in excess of five percent (5%) of the proceeds from the execution and delivery of the Equipment Lease is used (directly or indirectly) in a Private Business Use. For purposes hereof, "Private Business Use" shall mean any use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

2. The payment of the principal of, or interest on, no portion of the proceeds from the execution and delivery of the Equipment Lease is (under the terms of such Equipment Lease or any underlying arrangement), directly or indirectly (A) secured by any interest in (i) property used or to be used for a Private Business Use or (ii) payments in respect of such property or (B) to be derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used for a Private Business Use.

3. No portion of the proceeds from the execution and delivery of the Equipment Lease is to be used (directly or indirectly) to make or finance loans to persons other than "governmental units," as such term is used in Section 141(c) of the Internal Revenue Code of 1986, as amended and the regulations and rulings promulgated thereunder (collectively, the "**Code**").

4. Lessee will not take any action or permit or suffer any action to be taken if the result of the same would be to cause payments due pursuant to the Equipment Lease to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

5. The proceeds from the execution and delivery of the Equipment Lease do not constitute a "refunding bond" as that term is defined in Section 149(d)(3) of the Code.

6. The Equipment Lease is not being executed to enable Lessee to exploit the difference between tax exempt and taxable interest rates to gain a material advantage and increase the burden on the market for tax exempt obligations in any manner, including, without limitation, by executing an installment purchase contract that would not otherwise be executed,

or executing an installment purchase contract for a greater amount, or executing it sooner or permitting it to remain outstanding longer than would otherwise be necessary.

7. There are no other funds or accounts established or held by Lessee which are reasonably expected to be used to pay debt service on the Equipment Lease or which are pledged as collateral for the Equipment Lease and for which there is reasonable assurance that amounts therein will be available to pay debt service on the Equipment Lease if Lessee encounters financial difficulties.

8. No other governmental obligations are being issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the payments due under the Equipment Lease.

9. The following amount will be received from the execution and delivery of the Equipment Lease: \$43,010.28. The amount received from the execution and delivery of the Equipment Lease will be paid directly to vendors to pay a portion of the equipment under the Equipment Lease (the "**Equipment**") and for no other purpose. None of the amount will be deposited in a reserve or replacement fund, and all of such moneys are necessary to finance the Equipment. Lessee expects that 100% of the proceeds from the execution and delivery of the Equipment Lease will be disbursed at the closing of the transactions contemplated thereby.

10. Lessee has entered into substantial binding obligations in connection with the Equipment totaling 100% of the cost of the Project.

11. 100% of the "spendable proceeds" (as that term is defined in the Code) of the proceeds from the execution and delivery of the Equipment Lease is expected to be expended to pay Equipment costs.

12. The date of execution of the Equipment Lease has been determined solely on the basis of bona fide financial reasons, and to obtain a favorable rate of interest, and has not been determined with a view to prolonging abnormally the period between the execution of the Equipment Lease and the expenditure of the proceeds thereof.

13. The representations, warranties, covenants and agreements contained Section 17 of the Master Lease are hereby made by the Lessee as of the date hereof and such provisions are incorporated by reference herein.

14. The Lessee will cause an information reporting return on IRS Form 8038-GC to be accurately completed and duly filed under Section 149(e) of the Code not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Equipment Lease is entered into. A copy of Form 8038-GC is attached as Exhibit A to this Certificate.

15. The Lessee hereby designates the Equipment Lease as a "qualified tax exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax exempt obligations of subordinate entities of the Lessee) during the calendar year in which the commencement date of this Equipment Lease falls in amount not exceeding \$10,000,000, or if the calendar year in which the commencement date falls is prior to January 1, 2011, in an amount not exceeding \$30,000,000.

IN WITNESS WHEREOF, I hereunto set my hand the day and year first above written.

Village of Cold Spring, New York

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

Title: Mayor

RESOLUTION AND  
DECLARATION OF OFFICIAL INTENT

Lessee: Village of Cold Spring, New York

Principal Amount Expected To Be Financed: \$43,010.28

WHEREAS, the above Lessee is a political subdivision of the state in which Lessee is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines the execution of one or more lease-purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description of Property:

Bobcat Model S550 T4 Skid Steer Loader, c/w SB240 Snowblower, 72" Sweeper, including all attachments and accessories

WHEREAS, First Niagara Leasing, Inc. ("Lessor") is expected to act as the Lessor under the Equipment Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

Section 1. The Lessee hereby determines that it has critically evaluated the financing alternatives available to it pursuant to 2 NYCRR Section 39.2 and that entering into the Equipment Leases and financing the acquisition of the Property thereby is in the best interests of the Lessee. Such evaluation shall be available as a public record.

The specific reason for such determination is that entering into such Equipment Leases results in a lower overall cost to the Lessee. Execution of the Equipment Leases will not cause the Lessee to be in violation of the limits contained in paragraph c of subdivision 6 of Section 109-b of the General Municipal Law.

Section 2. The Lessee is hereby authorized to acquire and install the Property (the "Project") and is hereby authorized to finance the Project by entering into the Equipment Leases. Any action taken by the Lessee in connection therewith is hereby ratified and confirmed.

→ Section 3. Either one of the \_\_\_\_\_ OR the \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

Section 4. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

Section 5. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 6. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute general obligations of the lessee or indebtedness under the Constitution or laws of the State.

→ Section 7. It is hereby determined that the purpose of the Project is an object or purpose described in subdivision 32 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is] (15) years.

→ Section 8. It is hereby determined the term of the Equipment Leases authorized by this resolution will not be in excess of ( 2 ) years.

Section 9. The Governmental Body has determined that the Project is a Type II action that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

Section 10. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

Section 11. BANK QUALIFIED: LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN

\$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDER YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDER YEAR WILL NOT EXCEED \$10,000,000.

Section 12. The Authorized Representative is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the Equipment Leases authorized by this resolution as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code.

Section 13. This resolution is not subject to any mandatory or permissive referendum pursuant to the Local Finance Law or Section 109-b of the General Municipal Law.

Section 14. This Resolution shall take effect immediately upon its adoption and approval.

 ADOPTED AND APPROVED on this \_\_\_\_\_, \_\_\_\_\_.

The undersigned **Secretary/Clerk** of the above-named Lessee hereby certifies and attests that (i) the undersigned has access to the official records of the Governing Body of the Lessee, (ii) the foregoing resolutions were duly adopted by the favorable vote of not less than [two-thirds/three-fifths] of all the members of said Governing Body of the Lessee at a [regular/special] meeting of said Governing Body duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, (iii) such resolutions have not been amended or altered and are in full force and effect on the date stated below and (iv) such meeting of the Governing Body relating to the authorization and delivery of the Equipment Lease has been (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend (c) conducted in accordance with internal procedures of the Governing Body and (d) conducted in accordance with the charter of the Lessee, if any, and laws of the State.

 \_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

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

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

 Date: \_\_\_\_\_