

File copy

Village of Croton-on-Hudson, New York



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TO: Kary
Planning Board
Water Control Commission

RE: Amended Special Permit Approval – Hudson National Golf Club

FROM: Richard F. Herbek

DATE: 4/22/99

Attached is the resolution of the amended special permit approval for the Hudson National Golf Club project which was approved at the regular meeting of the Board of Trustees of April 19, 1999.

pk
cc: Hudson National Golf Club, Inc.
Linda B. Whitehead, Esq.
Bruce Donohue
Stuart Z. Cohen

**VILLAGE OF CROTON-ON-HUDSON
VILLAGE BOARD OF TRUSTEES**

**RESOLUTION OF AMENDED SPECIAL PERMIT APPROVAL
HUDSON NATIONAL GOLF CLUB PROJECT**

WHEREAS, a Special Permit was previously issued on July 25, 1994 by the Croton-on-Hudson Village Board of Trustees (the "Village Board") for an annual membership club (the "Project") to a Not-for-Profit Corporation known as Hudson National Golf Club, Inc ("Golf Club" or "Applicant"); and

WHEREAS, the Project is located on property designated on the Village tax maps as Section 57, Block 222, Lots 8, 8J-1, 14F-7, 14F-8, 14F-12 through 14F-19, and 15; Section 57, Block 401, Lots 7, 11, 12, 13A; and Section 59, Block 401, Lots 6, 6B, 6G, 6G-1 and 7C (the "Subject Property" or the "Site"); and

WHEREAS, the Subject Property is 260 +/- acres in size, is located on Prickly Pear Hill Road, and is zoned RA-40 One-Family Residence; and

WHEREAS, the Applicant has constructed an annual membership club in accordance with Section 230-9.A(6) of the Village's Zoning law (the "Zoning Law), which section permits annual membership clubs in the RA-40 District subject to Special Permit Approval by the Village Board; and

WHEREAS, the Project originally was to consist of a golf club with an 18-hole golf course, a clubhouse, twenty two (22) non-housekeeping cottages containing one hundred (100) bedroom suites for the exclusive use of club members and their guests, and maintenance building; and

WHEREAS, the Project has been amended by the Applicant and the Planning Board and now consists of a golf club with an 18 hole golf course, a clubhouse, eight (8) non-housekeeping cottages containing thirty-two (32) bedroom suites for the exclusive use of club members and their guests, a maintenance building, a half way house, a driving range, and a teaching facility together with other miscellaneous outbuildings related to the golf course use (the Golf Club); and

WHEREAS, the Applicant has requested that the Village Board issue an amended Special Permit for the project as amended; and

WHEREAS, the application for Amended Special Permit Approval essentially consists of the following documents:

- a. A Petition to Amend the Special Permit dated December 21st, 1992 issued to Prickly Pear Hill Associates, Inc. for an Annual Membership Club along with a cover letter dated February 8, 1994;
- b. A Full Environmental Assessment Form - Comparative Impact Assessment dated February 8, 1994; and
- c. By reference, the Draft Environmental Impact Statement (DEIS) and Final Environmental Impact Statement (FEIS) for the Prickly Pear Hill Country Club Project; and
- d. A Full Environmental Assessment Form for the Project Amendments dated May 30, 1996; and

WHEREAS, the Village Board referred the original Amended Special Permit application to the Croton-on-Hudson Planning Board (the "Planning Board") for its recommendations in accordance with Section 230-58 of the Zoning Law; and

WHEREAS, the Planning Board rendered its recommendations to the Village Board by way of its report dated July 18, 1994; and

WHEREAS, the Village Board has referred the subject application to the Westchester County Planning Board in accordance with Sections 239-1 and m of the New York State General Municipal Law; and

WHEREAS, the Village Board held a public hearing on the amended Special Permit application on January 19, 1999 and continued on February 16, 1999, during which all persons interested were given an opportunity to be heard; and

WHEREAS, in accordance with the New York State Environmental Quality Review (SEQR) Law, the Planning Board, as the Lead Agency with regard to this action, reviewed the Full Environmental Assessment Form - Comparative Impact Assessment and adopted a Supplemental Findings Statement which reached the conclusion that there were no new significant environmental impacts associated with the Hudson National Golf Club proposal that were not already addressed and mitigated in the Environmental Impact Statement (EIS) for the Prickly Pear Hill Country Club project; and

WHEREAS, the Village Board has also adopted a Findings Statement in accordance with SEQR and a Supplemental Findings Statement; and

WHEREAS, the Village Board has reviewed the application for the Amended Special Permit Approval in accordance with Article X of the Zoning Law and specifically in connection with the criteria enumerated in Sections 230-58, 230-60 and 230-62 of the Zoning Law.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees hereby approves the Amended Special Permit for the Project, subject to compliance with the following conditions which include all conditions of the Special Permit issued on July 25, 1994 except as amended by this Permit:

Approvals

1. The Applicant shall secure and provide evidence of securing Site Plan Approval and all other necessary approvals and permits for the Project and its amendments, and shall provide evidence of submitting all other required documents, easements, guarantees, covenants, plans and securities in proper form prior to any clearing, grubbing or other construction work taking place on the Site except for the Dam Permits required from the New York State Department of Environmental Conservation and any permits required from the New York State Department of Transportation (NYSDOT). The continued validity of this Amended Special Permit is conditioned upon the continued validity of all other approvals and permits required by the Golf Club. The Dam Permits and any required NYSDOT permits must be obtained prior to the granting of any Certificates of Occupancy for the Project.

Restrictive Covenant

2. To restrict further subdivision and future changes in density, a recordable instrument substantially similar to the documents entitled "Subdivision Covenant" and attached hereto shall be executed by the Applicant and submitted to the Village prior to any clearing, grubbing or other construction work taking place on the site.

Future Density

3. To determine current, preconstruction topography of the Site, both the Applicant and the Village shall have and retain full topographic maps of the Subject Property in its pre-Golf Club state.

Performance Guarantees - Site Improvements/Restoration

4. The Applicant shall submit letters of credit or other performance guarantees deemed by the Village as required here and in Paragraphs 24, 27, 28 and 30 of this Resolution. These performance guarantees shall be submitted by the Applicant to the Village prior to any clearing, grubbing or other construction work taking place on the Site. In addition to those referenced above, there shall be a letter of credit or other performance guarantee, the amount and other details of same to be established by the Planning Board in consultation with the Village Engineer during the site plan review and approval process, to cover the cost of the stabilization, including reasonable revegetation and planting, of the Site, should the Applicant fail to complete the construction of the Golf Club.

Golf Club - Operation

5. The Hudson National Golf Club will be allowed to have a maximum of eight (8) guest cottages containing thirty-two (32) bedroom suites on the Site. The cottages shall neither have kitchens nor housekeeping facilities but may be provided with appliances for hot and cold beverages, i.e. a coffee maker and compact refrigerator. The cottages shall be for the exclusive use of members and their guests. Neither the Golf Club nor its members shall allow their use as part of a time-sharing or similar commercial arrangement. Under no circumstances shall permanent residency be permitted.

6. The golf course and clubhouse shall be available for use, by members and guests only, between the hours of 6:00 AM and 1:30 AM, prevailing time.

7. The Village shall be notified at least fifteen (15) days prior to any event which is expected to attract eight hundred and fifty (850) or more people. In addition, the Golf Club shall be required to obtain a permit from the Village Board for any sponsored (such as PGA, LPGA, USGA or the like) tournament. Such permit shall not be unreasonably withheld and shall be at no cost to the Golf Club, but may be accompanied by reasonable conditions. The Village shall be reimbursed by the Golf Club for any out-of-the-ordinary expenses, including, but not limited to, traffic control and police overtime incurred by the Village as a result of any tournament or any event as defined in the first two (2) sentences of this paragraph.

8. All heating, ventilation and air conditioning equipment used by the Golf Club shall be sited so as to not adversely impact adjacent homeowners with associated noise.

Blasting

9. The Applicant must comply with all of the provisions of the Village's Blasting Law (Chapter 81 of the Village Code); Part 39 of Title 12 of the New York Code of Rules and Regulations (12 NYCRR Part 39) entitled Possession, Handling, Storage and Transportation of Explosives; NFPA 495 Code for the Manufacture, Transportation, Storage, and Use of Explosive Materials; and Section 230-47 of the Village Zoning Law (performance standards).

10. Prior to commencing blasting:

a. The Applicant shall give three (3) days written notice of the likely extent, duration and frequency of blasting expected to all property owners within two hundred fifty (250) feet of the probable blasting sites as determined by the Planning Board during the site plan review and approval process;

b. In accordance with the Prickly Pear Hill Country Club Final Environmental Impact Statement (FEIS), the applicant shall offer to perform pre-blast inspections, including photographing or videotaping, of off-site structures within two hundred and fifty (250) feet of the blasting sites, so that a record exists as to their pre-blasting condition. The property owners have the right to decline such offer; and

c. The Applicant shall use its best efforts to ascertain the location of water pipes on Prickly Pear Hill Road, Finney Farm Road, Lounsbury Road, Aschman Lane and Fox Road, and all other roadways within two hundred and fifty (250) feet of blasting or used by the Applicant's construction equipment, and the Applicant shall protect and shall be held accountable for the protection of these water pipes against such damage.

Procedure to Resolve Claims

11. To resolve claims alleging that the construction or operation of the Hudson National Golf Club has caused off-Site damage, the following procedure shall be employed. "Off-Site damage" shall include any damage, such as but not limited to effects of blasting, contamination of wells, damage from construction vehicles, and water quality and erosion, both direct and consequential. Property owners claiming damages or seeking other relief shall be entitled to use this procedure, but shall not be required to use it. Such procedure shall be as follows:

a. A written claim by the affected property owner, describing in detail the apparent problem, shall be submitted to Hudson National Golf Club, Inc. (hereinafter the "Operator"), with a copy to the Village Board. Upon election to utilize these procedures, the property owner and the Operator shall execute an alternative dispute resolution agreement whereby the property owner waives all other remedies at law or equity and the property owner and the Operator agree to be bound by the terms of this procedure.

b. The Operator shall engage a hydrogeologist, professional engineer, or other qualified technical person or firm, approved by the Village Board, which approval shall not be unreasonably withheld, to investigate the alleged problem. This shall be done without admission of fault or responsibility but, pending determination of cause and responsible party, it shall submit a written Findings Report to the Operator, property owner and the Village Board within forty-five (45) days of the date of submission of the claim.

c. The Operator shall submit a written proposal for resolution of the claim to the property owner and the Village Board within fifteen (15) days of the date of submission of the Findings Report.

d. If the claim of damage cannot thereby be satisfactorily resolved, the Village Engineer may, at the direction of the Village Board, review the Findings Report and proposal. In such instance, the Village Engineer shall submit his comments and recommendations to the Village Board, the property owner, and the Operator.

e. If the claim of damages cannot thus be satisfactorily mediated and resolved by the Village Board, the property owner may request that an impartial evaluation be made by a third party, mutually selected by the Village Board and the Operator. The services of such third party shall be paid by the Operator, pending determination of cause and responsible party, and shall be without admission of fault or responsibility by the Operator. Such impartial third party will investigate the claim and findings of the previous professionals, and if he sees fit visit the Site. Such third party shall render an opinion concerning the validity or invalidity of the claims, and the

amount of compensable damages if any, in a Recommendation to the Village Board, the property owner, and the Operator.

f. If the claim of damage cannot thus be satisfactorily mediated and resolved by the Village Board, then the dispute shall be settled by arbitration in the City of White Plains by the American Arbitration Association in accordance with its then prevailing rules, and judgment upon the award may be entered in any court having jurisdiction. The arbitrator shall be selected in accordance with such Association rules by the Operator and the property owner.

The arbitrator shall have no power to modify, reform, or otherwise change any of the provisions of this Resolution in any respect and the jurisdiction of the arbitrator is hereby expressly limited accordingly. The arbitrator may not award punitive damages. The arbitration shall be by a single arbitrator who must be an attorney-at-law with at least ten (10) years experience in the practice of law, and who is not a resident of the Village. In the taking of testimony at such arbitration, the arbitrator shall be bound by the rules of law applying to the competency, relevancy and materiality of witnesses and testimony in the Courts of the State of New York. In the event that due notice of any hearing has been given to the parties as herein provided, the arbitrator shall have full power to proceed to take evidence or to perform any other acts required by this Agreement in the absence of any party who may fail to appear at the time and place specified in the notice for the hearing. Any expense in connection with the arbitration shall be paid for as determined by the arbitrator.

g. If the results of these procedures determine that the claim of damage is valid and caused by development, operation or maintenance of the golf course, the Operator shall, at its sole expense, take whatever steps are necessary to correct the problems identified, such as construction of a new well or connection to the Village water supply system. Any such correction shall be completed in accordance with a timetable determined pursuant to sections c., d., e. or f. above, and in the same proceeding.

Erosion and Sediment Control

12. The Applicant shall comply with all of the provisions of the Village's Erosion and Sediment Control Law (Chapter 118 of the Village Code), as may be amended, and all of the provisions of the Village's Steep Slopes law (Chapter 195 of the Village Code), as may be amended. The site plan application for the project shall include a detailed erosion and sediment control plan and program designed to adequately protect all steep slopes and downslope areas. This plan and program shall be consistent with the mitigation measures discussed in the Prickly Pear Hill Country Club Environmental Impact Statement and shall also be consistent with the Erosion and Sediment Control, Best Management Practices Manual series, Westchester County, NY (1991), unless other equally or more stringent requirements are made by the Planning Board during the site plan review and approval process. The detailed erosion and sediment control plan and program shall be submitted to the Westchester County Soil and Water Conservation District for its review and comment at the Applicant's expense. Erosion and sediment control measures shall be implemented prior to any clearing, grubbing or other construction work taking place in the areas to be disturbed on the Site.

13. The Applicant shall incorporate the "soft engineering" methods of handling stormwater described in the Environmental Impact Statement for the Prickly Pear Hill Country Club project. The specific dimensions, size and formation of these methods have been determined by the Planning Board during the site plan review and approval process and the design of the soft engineering measures shall also address any special measures which may be needed to control herbicide, pesticide, etc. runoff.

As stated in the Applicant's application materials, the Proposed Hydrology Plan and Stormwater Management Plan for the Hudson National Golf club have been designed so that the peak rates of stormwater runoff occurring after development do not exceed those occurring under

existing conditions. The Hudson National Golf Club proposal shall also maintain peak rates of runoff within each drainage area on the site, with only insignificant increases or decreases to the existing rates. In conformance with the Prickly Pear Hill Country Club design, all stormwater runoff shall be managed to ensure that there will be no increase or decrease in peak rates of runoff to adjacent 24-hour event. In particular, there shall continue to be no significant change, increase or decrease, in the peak rate of runoff from Drainage Area D-5 (i.e., the area tributary to the ponds along Finney Farm Road). The final Stormwater Management Plan submitted in conjunction with the site plan review process shall be consistent with these design objectives.

Management Plan

14. The Environmental Management Plan ("EMP") as referred to in the Village Planning Board's recommendations, shall be finalized as part of the Site Plan Approval process. It shall contain a fertilizer/pesticide/herbicide/etc. management plan; a wetland management plan; an irrigation plan; a planting plan; an environmental monitoring program and a stormwater management plan. Such plans shall contain a requirement for submission to the Village of on-going yearly documentation of activities included in the plan. The details of these respective management plans shall be reviewed and approved by the Planning Board and/or the Water Control Commission (as appropriate) as part of their respective review and approval processes. As a part of such processes the Planning Board and Water Control Commission shall retain a consultant for each plan at the reasonable expense of the Applicant to review and validate each such plan.

Groundwater, Surface Water

15. To assure that the Water Quality Management Plan is functioning as predicted and that no health hazards have developed, the environmental monitoring program shall be implemented. The monitoring program shall cover both surface and groundwater and shall be developed with the assistance of an independent consultant to the Village (referred to herein as 'Environmental Monitoring Consultant') whose services are funded by the Applicant.

The surface water monitoring program shall at a minimum include the following:

- a. Sampling of surface water runoff flowing off-site at seven (7) locations as set forth in the EMP and identified as SW-1, SW-2, SW-3, SW-3A, SW-4, SW-5 and SW-6.
- b. Sampling of sediments in the on-site pond closest to the Brinton Brook Sanctuary.
- c. Groundwater sampling shall also be conducted as part of the monitoring program at 6 off-site locations.

The specific locations of the monitoring wells and all other specific components of the groundwater monitoring program shall be finalized during the site plan review process, and will be included in the EMP.

Sampling of the existing conditions for both surface and groundwater, prior to any construction activity, shall also be required to provide baseline information.

The results and analysis of each sampling shall be submitted by the Village's Environmental Monitoring Consultant to the Village and Hudson National Golf Club within 30 days of the sampling event. Additionally, on an annual basis by January 15, the

Village's Environmental Monitoring Consultant shall supply to the Village and Hudson National Golf Club a summary which includes information on the following:

- a. The application schedule of all pesticides, insecticides, herbicides, and fertilizers applied to the golf course. The date of application, rate of application, product used, and specific location where the material was applied shall be reported;
- b. A summary of the results of the surface and well water samples, with a list of any remedial actions that were taken; and
- c. Recommended modifications to the program for Village approval that will encourage use of safer materials, if they become available, which modifications may be reviewed and approved in accordance with the procedure set forth in the EMP.

The golf course superintendent shall also file with the New York State Department of Environmental Conservation (NYSDEC) an annual accounting of the Golf Club's Pesticide Purchase and Use.

Monitoring shall be conducted before construction and for some period after construction. The exact length of the monitoring program shall be finalized during the site plan review process when the exact nature of the program is established, but the monitoring shall last for a period of at least five (5) years after construction is completed. The potential for additional monitoring may be required beyond the time period so established, as set forth in the EMP. The annual reporting submittals to both the NYSDEC and to the Village, of the herbicides, pesticides, insecticides and fertilizers used, shall be continued after the end of the monitoring program.

The protocol to be followed in the event of a detection of any substance through the water quality monitoring shall be as set forth in the EMP.

16. In the event any domestic well on property in the vicinity of the Golf Club is contaminated by reason of the operation of the Golf Club, then the Golf Club, at its expense, shall extend the Village water system to such property or properties to replace the contaminated well or wells, or shall drill a new uncontaminated well or otherwise provide a remedy that will furnish uncontaminated water to the property. Pending such resolution, the Golf Club, as a temporary measure, shall supply potable bottled water to the property for use of the affected residents. By "contaminated" it is meant that the concentration of a given substance is found to exceed the U.S. Environmental Protection Agency's Health Advisories Limits.

17. The Village staff responsible for overseeing the on-going water quality monitoring program, as well as any consultant that the Village may retain to advise and assist in this regard or to help develop mitigation measures in the event a problem emerges, shall have reasonable access to the Site and to the relevant Project records.

18. If determined necessary by the Village Board during times of drought or other water emergencies, the Golf Club shall be required to limit irrigation accordingly.

Tree Preservation, Landscaping, Vegetation, Buffers, Wetlands

19. The Applicant shall comply with all of the provisions of the Village's Tree Preservation Law (Chapter 208 of the Village Code), as may be amended.

20. The Applicant shall finalize a landscape plan as part of the application for site plan approval, to illustratively indicate plantings to be installed on the Site, including access roads thereon, for purposes including but not limited to providing vegetative buffers, landscaping the Golf Club, and replacing vegetation lost during the construction of the Project. For buildings, parking lots, and

buffer areas adjacent to existing dwellings as specified by the Planning Board during site plan review, such plan shall be detailed, specifying amounts, types, sizes and location of all plantings. For the golf course, such plan shall be representational, supplemented by detailed plans of a portion of a green and a fairway as examples. These plans shall be consistent with the landscape aspects of the Environmental Impact Statement for the Prickly Pear Hill Country Club project.

21. The Golf Club shall be designed and constructed to provide at least, a 50-foot-wide vegetated buffer between all tees, greens, fairways and all adjoining property lines, except as may be specifically approved by the Planning Board on the site plans..

22. The Golf Club shall maintain all proposed landscaping and vegetated buffers in a healthy growing condition throughout the duration of the use of Subject Property as a golf club. If such vegetation is not so maintained it shall be replaced with new similar vegetation at the beginning of the next planting season.

23. The Applicant shall comply with all of the provisions of the Wetlands and Watercourses Law (Chapter 227 of the Village Code), as may be amended. Further, the Applicant shall secure all Village and Federal permits required for any work proposed within the wetland and wetland activity setback areas before any disturbances to these area are allowed.

24. The Applicant shall submit a letter of credit or other performance guarantee deemed appropriate by the Village, as provided in Paragraph 4 above, to cover the cost of the stabilization and reasonable restoration of any wetlands disturbed during the construction process. The amount of such performance guarantee shall be finalized by the Planning Board in consultation with the Water Control Commission as part of the site plan review and approval process.

25. There shall be one (1) wetland permit issued for the entire Project (as opposed to one (1) wetland permit per phase or individual permits for each wetland). It is anticipated that the Project shall be constructed in phases, but the permit shall individually address each wetland on the property.

26. The wetland management plan referenced in paragraph 14 above shall indicate how each restored and recreated wetland area on the Site will be maintained in a healthy and functional conditional throughout the duration of the use of the Subject Property as a golf club. The plan shall indicate that if such wetland areas are not maintained in a healthy and functional condition, they shall be replaced with similar wetland vegetation/construction at the beginning of the next planting season or shall be subject to such other remedial methods as determined appropriate by the Water Control Commission.

Access

27. The Arrow Crest roadway shall serve as the single primary ingress and egress route for the Golf Club. Prickly Pear Hill Road shall serve only as an alternate ingress and egress route for construction traffic until the Arrow Crest Road is available for construction vehicles. During construction times when construction traffic is using Prickly Pear Hill Road, the Applicant shall provide traffic control for the use of Prickly Pear Hill Road by way of two (2) flag attendants, one (1) located at the intersection of Prickly Pear Hill road and Route 9A and one (1) located on Prickly Pear Hill Road where construction vehicles will access the golf course construction staging area during construction hours. The flag attendants shall have two-way radios for the purpose of controlling traffic flow up and down Prickly Pear Hill Road. After construction, Prickly Pear Hill Road shall only serve as ingress for service vehicles and access as needed for emergency vehicles. All parties shall be required to assure the Arrow Crest roadway's availability and to assure that the road through the Arrow Crest property has been built by the time construction of the Golf Club is completed. The Applicant shall be required to ensure the construction of the Arrow Crest roadway, to Village specifications suitable for dedication from

Route 9A to the common boundary of the Hudson National Golf Club and Arrow Crest properties. A letter of credit or other performance guarantee deemed appropriate by the Village shall be submitted by the Applicant or the Arrow Crest subdivision developer, as appropriate for the construction of the Arrow Crest roadway prior to any clearing, grubbing or other construction work taking place on the Golf Club site. The Arrow Crest Road/Route 9A intersection shall be upgraded by the Applicant as required by the New York State Department of Transportation (NYSDOT). A Highway Work Permit shall be secured by the Applicant or the Arrow Crest developer from NYSDOT for the required improvements.

28. The Prickly Pear Hill Road/Route 9A intersection shall be upgraded by the Applicant as and if required by NYSDOT. A Highway Work Permit shall be secured by the Applicant from the NYSDOT for any required Prickly Pear Hill Road/Route 9A intersection improvements. Further, Prickly Pear Hill Road shall be upgraded only to the extent necessary as determined by the Village Engineer. A letter of credit or other performance guarantee deemed appropriate by the Village shall be submitted by the Applicant for the upgrading of Prickly Pear Hill Road prior to any clearing, grubbing or other construction work taking place on the Site.

29. The Applicant shall dedicate an additional easement to the Village as provided in the document entitled "Access Easement" attached hereto, which shall be executed by the Applicant and submitted to the Village within 30 days of the date hereof.

Utilities

30. As part of the Golf Club's water supply and distribution systems, the Applicant has offered to fund and install a one hundred and fifty thousand (150,000) gallon water storage tank for the Village water supply system. This tank shall be installed by the Applicant prior to the issuance of the first Certificate of Occupancy on the Site. A letter of credit or other performance guarantee deemed appropriate by the Village, as provided in Paragraph 4 above, shall be submitted by the Applicant for the installation of the water storage tank. Further, the Applicant has also offered to fund improvements to the Village's well fields, as provided in the document entitled "Water Supply" attached hereto, which shall be executed by the Applicant and submitted to the Village within 30 days of the date hereof.

31. The Applicant shall be required to extend potable water supply lines to points on the Site's boundary line in close proximity to adjoining homeowners. Secondly, the Applicant shall be required to extend a potable water supply line and a sanitary sewage disposal line to a point on the Site's common boundary line with the proposed Arrow Crest subdivision. Letters of credit or other performance guarantees deemed appropriate by the Village in accordance with the amounts determined during the site plan review process shall be submitted by the Applicant for these utility lines prior to any clearing, grubbing or other construction work taking place on the Site.

Public Access

32. Village residents, and if the Village Board of Trustees so decides, residents of the Croton-Harmon School District up to a maximum of four non-Village School District residents per week, shall be entitled to play the golf course on specified days and at specified times, and the members of the Village High School sponsored golf team shall be entitled to play the golf course, both as set forth in the attached agreement between the Applicant and the Village.

33. The Applicant shall dedicate an easement providing for public access to and Village maintenance of a pedestrian walking trail over the Subject Property, as provided in the document entitled "Pedestrian Trail Easement" attached hereto, which shall be executed by the Applicant and submitted to the Village within 30 days of the date hereof.

Lighting

34. The Golf Club shall only use low-intensity lighting throughout the duration of the Golf Club. All exterior lighting shall be directed away or shielded from adjoining properties and shall not cause any objectionable glare observable from such properties.

Construction

35. On-Site construction activity involving the use of equipment and machinery shall not be conducted on Sundays and Village holidays, except by special permission of the Village Board on a case-by-case basis. All motorized gas and diesel-driven construction equipment used on the Site shall have appropriately installed and maintained mufflers so as to minimize noise impacts.

36. Construction equipment moving to and from the Site shall be transported over public and private roads only on those days and during those hours permitted for blasting operations under Section 81-6 of the Village Code.

37. The Prickly Pear Hill Quarry site was potentially impacted by construction in the area of the Prickly Pear Hill Dam. As mitigation for the inadvertent damage to the Prickly Pear Hill Quarry Site, the Planning Board, as part of its site plan review process, shall require the Applicant to make a contribution to the Village which shall be distributed by the Village Board to one or more of the following organizations for use in furthering the study and understanding of the prehistory of the Village; the Croton-on-Hudson Historical Society, the Croton Free Library, the Croton-Harmon School District, and the Louis A. Brennan Lower Hudson Chapter of the New York State Archaeological Association. Approved uses of appropriated monies may include preparation and exhibition of museum/library exhibits relating to the prehistory of the Village, development of educational curricula dealing with the prehistory of the Village, and funding the analysis of extant archaeological collections from prehistoric archaeological sites located within the Village.

38. The Applicant shall keep all streets in the Village used by its construction equipment in a clean and dust-free condition. The Applicant shall repair all streets in the Village damaged by its construction equipment.

39. The construction of the Golf Club shall take place in a manner consistent with a prescribed construction phasing plan which shall be determined by the Planning Board during the site plan review and approval process.

Mitigation Measures

40. The mitigation measures specified in the Environmental Impact Statement for the Prickly Pear Hill Country Club project, unless modified by this Amended Special Permit or by the Resolution of Site Plan Approval or Amended Site Plan Approval issued by the Planning Board, are incorporated herein and shall become conditions of the special permit and site plan approvals.

Environmental Consultant

41. An Environmental Consultant will be employed by the Village at the expense of the Applicant for the period now provided under Chapter 115 (Environmental Compliance) of the Village Code and for such periods as set forth in the EMP to monitor the construction process and to ensure that all required mitigation measures are followed.

Miscellaneous

42. The recipient of this Amended Special Permit shall remain a Not-for-Profit Corporation.

43. All representations made by the Applicant in writing or verbally at meetings of the Village Board of Trustees, the Village Planning Board or the Village Water Control Commission shall be incorporated where appropriate as conditions of the Amended Special Permit.

44. The Applicant shall be required to employ a full-time Certified Golf Course Superintendent, and the Superintendent shall be on-site at all times that any chemical applications are being made.

A motion to adopt this resolution was made by Trustee

and seconded by Trustee

VOTE

Mayor Robert W. Elliott
Don Daubney
Georgianna K. Grant
Deborah Y. McCarthy
Sam R. Watkins, Jr.

Resolution Adopted:

Mayor Robert W. Elliott

Date

Attachments: 5

cc: Hudson National Golf Club, Inc.
Linda B. Whitehead, Esq.
Planning Board
Water Control Commission
Richard F. Herbek
Seymour M. Waldman, Esq.
Kary Ioannou, P.E.
Bruce Donohue
Stuart Z. Cohen