



TOWN OF AMENIA TOWN BOARD

4988 Route 22, AMENIA, NY 12501
(845) 373-8860 www.ameniany.gov

TOWN BOARD SPECIAL MEETING AGENDA **THURSDAY, APRIL 24, 2025** TOWN HALL – 1ST FLOOR **6:30PM**

Call to Order
Salute Flag
Emergency Exits
Roll Call

Motion to accept agenda

Public Comment (on Agenda Items only - 3 mins per speaker)

Resolutions:

Consent - none

Non-consent:

- Resolution authorizing Settlement of the State and Federal Court Cases concerning Kent Hollow

Adjourn



**TOWN OF AMENIA
TOWN BOARD**

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Resolution No. 52 of 2025

RE: AUTHORIZING SETTLEMENT OF STATE COURT AND FEDERAL COURT PROCEEDINGS COMMENCED BY KENT HOLLOW INC.

WHEREAS, there is now pending in the Dutchess County Supreme Court (the “State Court”), a special proceeding and declaratory judgment action entitled “Kent Hollow Inc. v. CEO Segleken and the Town of Amenia Zoning Board of Appeals (“ZBA”), Index No. 2019-52815 (“the State Court Action”); and

WHEREAS, there is also now pending in the Southern District of New York an action entitled “Kent Hollow Inc. v. the Town of Amenia, CEO Segelken, the Town of Amenia ZBA et al., Civil Action No. 7:21-cv-02638-CS (“the Federal Action”); and

WHEREAS, those actions arise out of a Notice of Violation issued by the Town’s Code Enforcement Office, dated May 1, 2017, based on Kent Hollow’s February 10, 2017 application to DEC seeking a soil mining permit to undertake soil mining activities on property that was not located in the Town’s Soil Mining Overlay zoning district, and therefore proposing to conduct those activities in a zoning district where they were not a permitted use; and

WHEREAS, Kent Hollow appealed that Notice directly to the ZBA; and

WHEREAS, following extensive review of that application and supporting materials, the ZBA held a public hearing on the appeal; and

WHEREAS, after closing the hearing and further appearances before the ZBA, the ZBA ultimately denied Kent Hollow’s appeal, finding that Kent Hollow had failed to meet its burden of proof to demonstrate that it had established and maintained a non-conforming mining use on its property that would allow the mining activities proposed in its application to the DEC for a mining

permit that would allow up to 55,000 yards of material a year to be removed during the 25 year duration of Kent Hollow's contemplated soil mining operation; and

WHEREAS, Kent Hollow brought an Article 78 proceeding in Supreme Court to challenge that determination; and

WHEREAS, at the urging of the State Court, the parties undertook extensive settlement discussions, which were facilitated by the Court, to resolve the dispute; and

WHEREAS, the parties engaged in extensive negotiations that resulted in Kent Hollow agreeing to substantial concessions, including reducing the maximum amount of materials that could be taken in a year for commercial sale and for Kent Hollow's use to 24,000 yards, placing restrictions on the days of the week and hours of when the proposed mine would be open for commercial sales, closing the mine to the sale of material when the annual limit of 15,000 yards was reached, agreeing not to conduct soil mining activities on holidays or weekends, and a number of other measures that would avoid, minimize or mitigate the impact of those activities; and

WHEREAS, during that time, Kent Hollow brought an action in Federal Court, to preserve its claim to constitutional violations: specifically, Kent Hollow asserted a claim for damages in excess of \$7,000,000 against the Town of Amenia, the ZBA, the Town's Code Enforcement Officer, and against various individuals it asserted had conflicts of interest; and

WHEREAS, the claim for \$7,000,000 in damages resulted in the Town's insurance provider appointing Special Counsel to represent the Town defendants in the Federal Court action; and

WHEREAS, the parties in that action advised the Federal Court that constructive settlement discussions were underway in the State Court action and appeared likely to resolve the dispute, the Federal Court dismissed the action, with leave to restore it to the Court's calendar if the settlement did not take place; and

WHEREAS, although the settlement discussions in State Court were constructive, they ultimately were not successful and, the parties advised Supreme Court that it did not appear they would be able to settle; and

WHEREAS, Supreme Court thereafter issued a decision on March 6, 2024, finding that a member of the ZBA had participated in the proceeding despite having a conflict of interest, and consequently the Court annulled the ZBA determination and directed that ZBA hear any new appeal by Kent Hollow on a de novo record; and

WHEREAS, as a result of the State Court's decision, the Federal Court restored the action to its calendar, ordered the parties to attend a hearing on May 26, 2024 with their counsel, and directed the parties and counsel to meet before that hearing and attempt to resolve the dispute; and

WHEREAS, at the hearing, Judge Seibel urged the Town to renew its effort to settle the dispute, emphasizing the cost that the Town would incur in preparing for and conducting a trial if the action needed to be resolved by trial, as well as the Town's exposure to the possibility of substantial damages if Kent Hollow was able to prove its claims; and

WHEREAS, the parties renewed their settlement discussions with the assistance and guidance of the Federal and State Courts, and eventually proposed a stipulation to the State Court in which the State Court would review the evidence that Kent Hollow put before the ZBA, including a number of determinations made by Town officials in connection with previous DEC soil mining permit applications between 1975 and 1989 that stated there was a non-conforming use on the property, and determine whether Kent Hollow had sufficiently established its claim to a non-conforming use of the nature and scope presented in its 2017 DEC application to conduct soil mining operation on 33 acres of its property; and

WHEREAS, the State Court has agreed to do so, and will So Order that Stipulation of Settlement, which is annexed hereto and made part of this Resolution; and

WHEREAS, by entering into the Stipulation, the Town Board is acknowledging the aforesaid determinations of the Court, as well as the restrictions that Kent Hollow has agreed to,

which will result in a substantial reduction in the maximum amount of material that can be removed per year, restricting the number of days and hours of the day that the proposed mine would be open for commercial sales, closing the mine to the sale of material when the annual limit of 15,000 yards was reached, not conducting soil mining activities on holidays or weekends, and a number of other measures that would avoid, minimize or mitigate the impact of those activities; and

WHEREAS, the Board is also considering that any mining application that Kent Hollow makes to DEC following this stipulation will be considered by DEC as a new permit application, and will be subject to full SEQRA review, following which the Town Board anticipates any mining permit will be subject to appropriate conditions imposed and enforced by DEC to avoid or mitigate any impacts on adjoining properties identified in the course of that review, including a mining plan that limits the maximum area of active mining and provides measures to address potential noise and dust impact, similar to the conditions imposed on other mining permits in the Town; and

WHEREAS, while the Town Board is not an involved agency for purposes of SEQRA review, as it does not issue permits or approvals for the SEQRA action, it notes Kent Hollow has agreed to measures to avoid such impacts, has expressed its willingness to work with the Town to address any new issues or concerns that may arise in the course of DEC's environmental review, and has acknowledged that the Town has reserved the right to comment to DEC as an interested agency on any new issues or concerns; and

WHEREAS, the Town Board has also been advised by counsel that as the appeal to the ZBA that gave rise to the litigation that this stipulation of settlement resolves was a Type II action, and this stipulation of settlement is being So Ordered by a court of competent jurisdiction, this stipulation is properly considered a Type II action requiring no further SEQRA review; and

WHEREAS, notwithstanding that conclusion, the Town Board has considered that this stipulation does not allow or authorize any action that would have an environmental impact; it only allows Kent Hollow to pursue its application to DEC, and that DEC had previously conducted a

full environmental review of a prior application that incorporated mitigation measure that allowed DEC to issue a negative declaration on November 10, 2016; and

WHEREAS, the Board notes that such future application would be subject to the operational restrictions identified in the Stipulation, which would further avoid, minimize or mitigate environmental impacts, and that Kent Hollow has represented its willingness to work constructively with the Town to resolve any unanticipated concerns that might arise during the permitting process; and

WHEREAS, the Town Attorney and Special Counsel have reviewed and recommended the proposed terms of settlement set forth in the Stipulation of Settlement; and

WHEREAS, Kent Hollow has agreed by the terms of settlement to discontinue both the State Court and the Federal Court actions; and

WHEREAS, Kent Hollow has agreed to restrict its proposed soil mining operations to the thirty-three acres of its property proposed in its 2017 DEC permit application, to limit the annual amount of materials that will be sold to no more than 15,000 yards a year, to restrict the days and hours of operation of that operation, and to further limit the amount of material it may take in any month from the property for its own use to 750 yards, with no soil mining activities on weekends, holidays or after sunset, and has further agreed that any DEC permit shall be subject to the aforesaid restrictions; and

WHEREAS, the Kent Hollow soil mining operation is anticipated to be consistent with the mining plan proposed in its 2017 DEC application, with a phased plan of active mining activities occurring over the twenty (25) year life of the Proposed Mine, with phases being limited to five (5) acres at any given time, and Kent Hollow reclaiming mined areas during each phase when two (2) acres have reached final grades and are not required for mining activities; and

WHEREAS, the Town Board has reviewed the Stipulation of Settlement and finds that its terms are acceptable, and further finds and determines that the Stipulation is just, reasonable and to the interest of the Town.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The recitations set forth above are incorporated in this Resolution as if fully set forth and adopted herein.
2. The Town Board hereby finds and determines that the action before it is a Type II SEQRA action, and no further SEQRA compliance is required.
3. The Town Board of the Town of Amenia hereby approves the Stipulation of Settlement of the aforesaid State Court and Federal Court actions, which Stipulation is annexed hereto on behalf of the Town of Amenia.
4. The Deputy Town Supervisor and Special Counsel to the Town of Amenia are hereby authorized to take all actions that are necessary and appropriate to effectuate the terms of this Resolution, including executing and filing the Stipulation of Settlement and any documents required to discontinue the State Court or Federal Court actions.

Motioned By: _____

Seconded By: _____

The foregoing resolution was voted upon with all councilwomen/councilmen voting as follows:

Supervisor Blackman	Recused
Councilman Rebillard	_____
Deputy Supervisor Hamm	_____
Councilwoman Ahearn	_____

Dated: Amenia, New York
April 24, 2024

DAWN MARIE KLINGNER, TOWN CLERK

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between:

Kent Hollow, Inc., its successors and assigns and related entities, ("Plaintiff" or "Kent Hollow");

the Town of Amenia ("the Town"), including, but not limited to the Town Board and the Zoning Board of Appeals of the Town of Amenia ("Town Respondents-Defendants"), and its successors and assigns;

Michael Segelken, in his official capacity as Town of Amenia Code Enforcement Officer (CEO Respondent-Defendant); and

Victoria Doyle, Leo Blackman, Michael M. Chamberlin, James Wright, and Jeff Barnett-Winsby, in their official and individual capacities ("Individual Defendants"); all of the above who are collectively referred to herein as the "Parties¹".

WHEREAS, Plaintiff is the owner of real property located at 341 South Amenia Road, Amenia, New York, approximately 82.6 acres in size, identified by Dutchess County tax grid no. 132000-7165-00-863977-0000 (hereinafter referred to as the "Property");

WHEREAS, Plaintiff represents it has operated a gravel mine on the Property since approximately June 1971;

WHEREAS, disputes have arisen between the Parties concerning the use of the Property as a non-conforming use and alleged associated violations, including that which ensued upon Kent Hollow's application for a DEC Mining Permit, the nature and extent of that non-conforming use being described on a map submitted with a certain mining permit application filed by Plaintiff with DEC on February 10, 2017 as Application No. 3-1320-00012/00006 ("Application"), showing Kent Hollow's proposed mine (the Proposed Mine), and the zoning status of that proposed soil mining operation being described in that Application as a non-conforming use under the Town of Amenia Zoning Law and New York Law;

WHEREAS, that Application resulted in a certain Notice of Violation and Order to Remedy, dated May 1, 2017 (the "NOV") being issued by the CEO alleging violations of the Town of Amenia Code, leading to the initiation of certain legal proceedings by Kent Hollow, specifically:

1. A special proceeding under New York State Civil Practice Law and Rules, Article 78 proceeding in Dutchess County Supreme Court ("the State Court"), Index No. 2019-52815 ("the State Court Action"); and
2. Civil Action No. 7:21-cv-02638-CS in the Southern District of New York ("the Federal Action") for, inter alia, civil rights claims, (collectively the "Actions");

¹ As used herein, "Parties" may include individuals or entities that are parties to either the State Court or Federal Court Actions.

WHEREAS, Kent Hollow appealed the NOV to the Town of Amenia Zoning Board of Appeals (“ZBA”);

WHEREAS, the Order to Remedy associated with the NOV was resolved when Kent Hollow withdrew its 2017 DEC mining permit application;

WHEREAS, recognizing that such violation would recur unless or until Kent Hollow established its right to undertake the proposed mining operations as a lawful non-conforming use, the Parties in the State Court proceeding engaged in settlement discussions to determine whether Kent Hollow could establish its right to conduct the mining operations shown on the 2017 map;

WHEREAS, the Parties have reviewed all prior proceedings in the State Court and Federal Court Actions, including: the record in the State Court proceeding, annexed hereto as **Exhibit A**; a transcript of the public hearing before the Town ZBA, which opened on September 17, 2018 and was closed on December 17, 2018, and is annexed hereto as **Exhibit B**; the Decision of the ZBA, dated June 17, 2019, with respect to the Appeal, annexed hereto as **Exhibit C**; the New York State Department of Environmental Conservation Negative Declaration, dated November 10, 2016, annexed hereto as **Exhibit D**; and the Decision and Order of Judge Acker in the State Court proceeding, dated March 6, 2024, annulling the ZBA Decision;

WHEREAS, the Parties have determined that it is in their best interest to resolve all of the disputes that arose from the 2017 NOV, and the subsequent Actions, through settlement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. As used herein, the following terms are defined as follows:

A. “Affiliated Entity”. For purposes of Paragraph 4.C of this Stipulation, an affiliated entity of Kent Hollow, Inc. shall be any entity which those members of the Steiner family that own Kent Hollow Inc. also own or have a controlling interest.

B. “Proposed Mine” The thirty-three (33) acre parcel described and shown as the proposed area of soil mining activities on a map submitted with a certain mining permit application filed by Plaintiff with DEC on February 10, 2017, as Application No. 3-1320-00012/00006.

2. Acknowledgement of Non-Conforming Use:

A. The Town, including its Code Enforcement Officer, has reviewed the prior actions of Town officials, which stated that the mine on the Property is a lawful non-conforming use. Given the judicial determination herein, the Town Respondents-Defendants acknowledge and agree that no further violations will be issued moving forward as to the existence of the Proposed Mine as a non-conforming use within the 33-acre parcel on which the Proposed Mine would be located.

B. The Parties agree that the Proposed Mine may continue to operate within the 33-acre soil mining area shown on the Application pursuant to the terms herein, or as otherwise

permitted by DEC permit, provided that the soil mining activities allowed by DEC permit do not exceed the parameters set forth in Paragraph 4.

3. Judicial Review, Determination, and Approval:

A. This Agreement is subject to judicial review, determination, and approval through review of the record in the State Court Action, which is annexed hereto as Exhibit A; a transcript of the ZBA public hearing, which opened on September 17, 2018 and was closed on December 17, 2018 annexed hereto as Exhibit B; the Decision of the ZBA, dated June 17, 2019, with respect to the Appeal, annexed hereto as Exhibit C; and a New York State Department of Environmental Conservation Negative Declaration annexed hereto as Exhibit D dated November 10, 2016.

B. The parties agree to said judicial review, determination and approval.

C. By so ordering this Agreement, and understanding that these terms are on consent, the State Court determines the following:

1. The mine on the Property is a lawful non-conforming use;
2. Kent Hollow has established its intent to conduct soil mining operations on the entirety of the Proposed Mine parcel, as defined in Paragraph 1.B. above;
3. The Town, including its Code Enforcement Office, acknowledges and accepts Kent Hollow's right to use the Proposed Mine parcel for the proposed soil mining operations, as defined in Paragraph 1.B. above;
4. The Town acknowledges and agrees that the above determinations by the Court bar its Code Enforcement Official from issuing any future zoning violation inconsistent with those determinations.

D. The Parties acknowledge and agree this so ordered settlement resolves all of the disputes that arose from the 2017 NOV.

E. The Parties further acknowledge and agree that nothing herein prevents the Town of Amenia from enforcing its zoning laws in a manner consistent with Paragraph C.4. above.

4. Operational Restrictions: Kent Hollow has voluntarily made several concessions on the nature and scope of its proposed soil mining operations at the request of the Town Board.

A. Kent Hollow agrees to restrict the public sale of material to four days a week, Monday through Thursday, with restricted hours on those days from 7:30 AM – 2:30 PM, from the first day of school for students to the day after the last day school for the current school year, as shown on the then current Webatuck CSD Calendar, with extended summer hours from 8:00 AM – 5:00 PM from the day after the last day of school of the school year to the day before first day of school for students of the following school year. Kent Hollow agrees that there will be no public sale of materials on Fridays, weekends or Federal holidays.

B. The public sale of material shall close when 15,000 yards of material have been sold in any calendar year for the remainder of that year.

C. Furthermore, Kent Hollow, or any affiliated entity, including, but not limited to any successor owner, is permitted to remove up to an additional 750 cubic yards of material during a calendar month for use by Kent Hollow, or any affiliated entity, for its own projects or activities, or a job it or its affiliated entities may be working on. Kent Hollow shall keep contemporaneous records of materials sold commercially and those removed from the property for use by it or its affiliated entities. Spot checks by the Town will be permissible under reasonable circumstances. Kent Hollow agrees that while it is working on the property, it shall not work past sunset, or work on weekends or Federal holidays.

5. **Mutual Release:** In consideration for this Settlement Agreement and Release described above, the Parties hereby waive, release and forever discharge the other, together with its employees, agents, insurers and reinsurers; their heirs, successors and assigns, from all debts, obligations, promises, covenants, contracts, endorsements, bonds, controversies, suits, actions, causes of action, judgments, damages, expenses, claims or demands, in law or in equity, which the Party ever had or now has, regarding any matter arising on or before the date of the execution of this Settlement Agreement and Release, including but not limited to all claims or grievances (whether known or unknown), any claim for equitable relief or recovery of punitive, compensatory, or other damages or monies, attorneys' fees, any tort, civil rights claims, and any other federal, state or local laws, rules or regulations. This Settlement Agreement and Release may not be cited as, and does not constitute any admission by Defendants the Town of Amenia, the Town Board of the Town of Amenia, the Zoning Board of Appeals of the Town of Amenia, Michael Segelken, the Code Enforcement Officer of the Town of Amenia, Victoria Doyle, Leo Blackman, Michael M. Chamberlin, James Wright, and Jeff Barnett-Winsby of any violation of any such law or legal obligation with respect to any aspect of the Plaintiff's claims.

6. **Withdrawal and Discontinuance, Exception:**

A. The Parties will agree to dismiss and discontinue any and all pending litigation in State and Federal court, including any appeals, with prejudice, within (14) days of the execution of this Settlement Agreement and Release. This includes Civil Action No. 7:21-cv-02638-CS pending in the Southern District of New York and the special proceeding in Dutchess County Supreme Court, Index No. 2019-52815.

B. The aforesaid dismissal and discontinuance of all pending litigation with prejudice shall be subject to the following exception: that in the event that the action of the Town Board to authorize the Deputy Supervisor to sign this Agreement is challenged within the applicable limitations period to challenge such action, and such challenge is successful, the parties agree that:

(1) Plaintiff shall have the right within 30 days of the entry of a final order in such proceeding or action to request that the aforesaid Federal action be restored to the Federal Court's calendar and that Plaintiff may then litigate all claims in that proceeding to conclusion, as if this Agreement had never been made; and

(2) the Town Respondents-Defendants shall have the right within 30 days of the entry of a final order in such proceeding or action to (a) request that Supreme Court restore the State Court Action, and its motion to reargue, to the Court calendar; and/or (b) file any motion that may be necessary in the Appellate Division to allow it to perfect its appeal from the March 6, 2024 Decision and Order of Supreme Court within such time as that Court deems reasonable and appropriate.

7. Retention of Jurisdiction: The Parties agree that the Honorable Christi J. Acker, J.S.C. Supreme Court of the State of New York, Dutchess County shall retain jurisdiction of this matter for purposes of ensuring and enforcing the Parties' obligations herein, including Paragraph 6. B.(2).

A. The Parties agree to submit to Judge Acker any disputes that may arise concerning provision and enactment of this Agreement and agree that Judge Acker shall have discretion to resolve such disputes, including but not limited to determining whether the Parties are in breach of their obligations, fashioning a remedy to cure such breach, and imposing sanctions to enforce compliance, including all contempt powers available to the State Court.

B. In the event of an alleged breach of any of the Parties' obligations, counsel shall notify all parties, through their counsel of such breach and demand cure within ten (10) days. If the alleged breach remains uncured to the satisfaction of the complaining party after ten (10) days of notification, counsel for the complaining party shall file a Motion on Notice or an Order to Show Cause via NYSCEF to Judge Acker informing the State Court of the alleged breach and requesting a conference.

C. The Parties agree to submit to the State Court's jurisdiction for the purposes of resolving such disputes.

D. In the event that the State Court finds that the Parties failed to resolve their differences with a mutually acceptable solution, within 30 days of a claimed breach, the State Court shall make such order as it finds just and proper.

8. Enforceability of Agreement. If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect, provided the original intent of the Parties is maintained.
9. Effective Date and Binding Effect: This Agreement shall be effective upon its judicial so-ordering and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. Entire Agreement: This Agreement contains the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject matter hereof.
11. Waiver and Amendments. Neither this Stipulation nor any provision thereof may be waived, changed or cancelled except in writing, and as So Ordered by the Court. This Stipulation shall also

apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns, if any, of the respective parties.

12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Any litigation for a violation of this Agreement by the Parties, or to vacate same, made by one or more of the Parties, shall be filed in the State Court.
13. **No Interpretation Against Drafter.** Both Parties recognizes that this is a legally binding contract and acknowledges that such Party has had the opportunity to consult with legal counsel. In any construction of the terms of this Agreement, the same shall not be construed against either Party on the basis of that Party being the drafter of such term(s).
14. **Contract Terms to Be Exclusive.** This Agreement contains the entire agreement between the Parties and shall not be modified or amended without the complete, express written consent of the Parties.
15. **Authority.** Any party or non-party who is not signing this Settlement Agreement and Release in their individual capacity represents and warrants that prior to the representative of that party signing this Agreement, the party has taken all required statutory actions to authorize that representative to sign this Agreement, and to thereby do all things necessary to bind that party and its successors in interest, including those taking title to the Property or conducting soil mining operations on the site by permission of the Property owner, and that other parties to the Stipulation may rely on that representation.
16. **Counterparts.** This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed and original, and, when taken together with the other signed counterparts, shall constitute one fully executed Agreement and shall be binding upon and effective as to all Parties. Signatures sent by facsimile machine or scanned signatures in Portable Document Format sent by email shall be deemed original signatures.
17. **Captions.** The headings of the sections of this Agreement are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.
18. **Recording of Memorandum.** It is a condition of this Agreement becoming effective that Kent Hollow record a memorandum, acceptable in form to the attorneys for Kent Hollow and the Town of Amenia, that puts any prospective purchaser or lessee or licensee on notice that the right of the Property owner to conduct or authorize soil mining activities on the Kent Hollow property is subject to the restrictions above.

The parties acknowledge and agree that:

A. Kent Hollow agrees that the Town's Boards may reasonably comment, in good faith, on any matter during the DEC comment period for Kent Hollow's mining permit, and nothing here shall be construed to prevent any individual member of those boards from making their own issues and concerns known to DEC.

B. The Town recognizes that the DEC comment period is intended to provide involved and interested agencies, as well as the public, opportunity to comment on environmental concerns that may result in a determination of significance that would require preparation of an environmental impact statement. The Town Board has considered the prior determination of non-significance in connection with Kent Hollow's 2016 application to conduct soil mining activities within its proposed mine, and has made a determination for purposes of complying with SEQRA that this Stipulation of Significance will not result in a significant adverse environmental impact requiring preparation of an environmental impact statement.

C. Insofar as the DEC comment period allows comment on issues that should be addressed in the DEC's permitting decision, the Town Board anticipates that DEC will require similar operational restrictions as it has for other soil mining operations in the Town of Amenia. The Town Board acknowledges that Kent Hollow has worked constructively with the Town, not only to develop the operational restrictions in Paragraph 4, which are intended to address the Town's operational concerns about the proposed soil mining operation, but to address other concerns brought to its attention by the Town. In light of Kent Hollow's willingness to constructively consider issues and concerns raised by the Town, the Town Respondents-Defendants do not anticipate any comments that would impact proposed soil mining activities consistent with the operational restrictions in Paragraph 4.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) written below.

Petitioner/Plaintiff:

Kent Hollow, Inc.

By: _____

Name:

Title:

Date:

Defendants/Respondents:

Town of Amenia

By: _____

Name:

Title:

Date: _____

Town of Amenia Zoning Board of Appeals

By: _____

Name:

Title:

Date: _____

Michael Segelken, in his official capacity

_____ Date: _____

Victoria Doyle, individually and in her official capacity

_____ Date: _____

Leo Blackman, individually and in his official capacity

_____ Date: _____

Michael M. Chamberlin, individually and in his official capacity

_____ Date: _____

James Wright, individually and in his official capacity

_____ Date: _____

Jeff Barnett-Winsby, individually and in his official capacity

_____ Date: _____

So Ordered:

By: _____

Name: Christi J. Acker, J.S.C.

Title: Justice of the Dutchess County Supreme Court