

Palisades Interstate Park Commission
Administration Building
Bear Mountain, NY 10911-0427
Tel: 845-786-2701
Fax: 845-786-2776

Michael Tesik
Capital Facilities Regional Manager I

FAX: 845-786-5367

P.B. 08-01 cc: M.E.
8/27/08 D.C.



August 15, 2008

Town of New Windsor
Planning Board
555 Union Ave.
New Windsor, NY 12553

Re: Legacy Woods – Knox Village Senior Project (08-01)

Members of the Board:

The Palisades Interstate Park Commission (PIPC) respectfully requests to be included on the list of interested agencies for the above referenced project. The PIPC manages Knox Headquarters State Historic Site which lies adjacent to this project, and therefore is requesting the opportunity to review and comment on whether this project may or may not have a significant impact to this adjacent historic site.

We have received a copy of the preliminary plans last revised June 2008, along with meeting minutes from your June 16, 2008 meeting. We are in the process of reviewing these items and will provide comments as this project moves through SEQR and the approval process. Primary areas of concern will include visual impacts, and storm water runoff.

Please forward future plans & submissions involving this project to the address provided below.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Roecker', is written over the word 'Sincerely,'.

Karl Roecker
Landscape Architect
Palisades Interstate Park Commission
Administration Building
Bear Mountain, NY 10911-0427
Tel: 845-786-2701 ext. 296
Fax: 845-786-2776



**UNDERTAKING (MUNICIPALITY) IN CONNECTION WITH
HIGHWAY WORK PERMITS
ISSUED BY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

WHEREAS, the undersigned _____ (Municipality) from time to time receives permits from the Department of Transportation of the State of New York (hereinafter referred to as the "Department") allowing _____ (Municipality) to temporarily obstruct, install, construct, maintain, operate or replace any facilities within the bounds of a State highway right-of-way pursuant to Sections 52, 103, 203, 249 and/or 250 of the Highway Law; and

WHEREAS, the Department requires that the municipality file an undertaking to secure the _____ (Municipality) faithful performance within the terms of any such permit and also to indemnify the State of New York (hereinafter referred to as the "State") and others with respect to all operations under such permits by the _____ (Municipality).

NOW THEREFORE, the _____ (Municipality) hereby undertakes, to and with the State and the Department, that:

1. The _____ (Municipality) will well, truly and faithfully comply with and perform all the terms and conditions of each such permit on its part to be kept and performed, and abide by and comply with all such conditions, rules and regulations as may be, from time to time, promulgated by the Commissioner of Transportation of the State of New York (hereinafter referred to as the "Commissioner"), according to the true intent and meaning of such permits, rules and regulations.

2. _____ (Municipality) will, at its own expense, promptly complete the work allowed under each permit and within a reasonable time restore State property damaged by its work to substantially the same or equivalent condition as existed before such work was begun; and in the event that the _____ (Municipality) fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Municipality, may restore the property to substantially the same or equivalent condition as existed before the Municipality began the work and require the municipality to reimburse the State for any and all costs incurred by the State in such restoration;

3. The _____ (Municipality) will indemnify, hold harmless and defend and protect the State of New York, the Commissioner and the Department, their officials, officers, agents and employees against and pay any and all amounts, damages and costs and judgments which may or shall be recovered against said State, or its officers, or agents, or which such State may be called upon to pay to any person or corporation by reason of damages arising or growing out of operations pursuant to said permits or the manner of doing the same, or the neglect of said _____ (Municipality), or its agents or servants, or the improper performance pursuant to the conditions of said permits by the Municipality, its agents or servants.

4. The _____ (Municipality) which is self-insured, will pay any and all damages, costs, including but not limited to attorney's fees, and judgements recovered against the State, the Commissioner of Transportation, the Department of Transportation and their officials, officers and employees in connection with work allowed by a permit or from use of a permit by the _____ (Municipality) or by any person acting by, through or for the _____ (Municipality), including omission and supervisory acts of any of the entities or persons named above;

5. It is understood that this undertaking is one of indemnity only and is not to be construed as imposing on _____ (Municipality) an obligation to pay claims for which there would not otherwise be a remedy in law against the State of New York.

6. Any payments required by the foregoing will be guaranteed by the full faith and credit of _____ (Municipality), or its districts, as applicable, and will be paid out of current budgeted funds, or if insufficient, from its liability and casualty reserve fund or from the proceeds of bonds which current laws permit the _____ (Municipality), to issue to pay claims against it.

IN WITNESS WHEREOF, the _____ (Municipality) has caused this instrument to be signed by _____ or his designee authorized by resolution of its _____, a copy of which is annexed hereto.

DATE: _____

N.Y.S. DEPARTMENT OF TRANSPORTATION

DATE: _____

MUNICIPALITY

TITLE

ADDRESS: _____

TELEPHONE NO.: _____

Attach Copy of Resolution