

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, dated as of May 1, 2012 (the "Environmental Compliance Agreement"), is given by **CARLISLE CONSTRUCTION MATERIALS INCORPORATED**, a corporation duly organized and validly existing under the laws of the State of Delaware, with offices at 1285 Ritner Highway, P.O. Box 7000, Carlisle, Pennsylvania 17013 (the "Company") and the persons, firms or corporations, if any, identified as Indemnitors at the end of this Environmental Compliance Agreement (collectively, the "Indemnitors") to the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York, with offices at 255-275 Main Street, Goshen, New York 10924 (the "Agency").

RECITALS

WHEREAS, the Company owns in fee certain real property located at 600 Neelytown Road in the Town of Hamptonburgh, Orange County, New York, State of New York and described more fully in Schedule A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Company is requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition by the Agency of fee title to, or a leasehold interest in, an approximately 35.9-acre parcel of vacant land located at 600 Neelytown Road in the Town of Hamptonburgh, Orange County, New York (the "Land", being more particularly described as part of TMID No. 1-1-21.21), (ii) the construction on the Land of an approximately 350,000 square-foot building and related improvements to be used by the Company as office space and space to produce and distribute insulation products for the commercial and industrial waterproofing and roofing markets (the "Improvements"); and (iii) the acquisition in and around the Improvements of certain items of equipment and other tangible personal property including, but not limited to, tanks, pumps, piping, laminating and packaging equipment (the "Equipment" and, collectively with the Land and the Improvements, the "Facility"); and

WHEREAS, the Company has requested that the Agency provide financial assistance (the "Financial Assistance") to the Company to undertake the Project in the form of (a) a sales and use tax exemption for purchases and rentals related to the acquisition, construction and equipping of the Project, and (b) a partial real property tax abatement through a certain payment in lieu of tax agreement between the Agency and the Company, dated as of May 1, 2012; and

WHEREAS, in furtherance of the Financial Assistance, the Agency has been asked to take a leasehold interest in the Premises and to lease the Premises back to the Company or its designee; however, any leasehold or title interest in the Premises shall be for the sole purpose of the Agency conferring the Financial Assistance in its sovereign and/or municipal capacity and such ownership or other interest undertaken by the Agency shall not include the right, authority or potential for the Agency to control operations on or at the Premises, nor shall (or has) the Agency participate(d) in the management or participate(d) in the development of the Premises; and

WHEREAS, the Agency is unwilling to take title to or a leasehold interest in the Premises even in the limited capacity defined above, or to otherwise consummate the Financial Assistance unless the Company and the Indemnitors execute and deliver this Environmental Compliance Agreement to the Agency.

NOW, THEREFORE, in consideration of the foregoing and to induce the Agency to accept a leasehold interest in the Premises in the limited capacity as set forth above, and to consummate the Financial Assistance, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Indemnitors hereby covenant and agree with the Agency as follows:

1. DEFINITIONS. All capitalized terms used in this Environmental Compliance Agreement and not heretofore defined shall have the meanings set forth below.

(a) Environment means any water, groundwater, water vapor, land (including land surface or subsurface), soil vapor, air, fish, wildlife, biota, and all other natural resources.

(b) Environmental Laws mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances (as defined below) and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

(c) Environmental Permits mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, use and/or operation of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, transfer or conveyance of the Premises.

(d) Hazardous Substance means any substance (i) the presence of which requires investigation or remediation under any Environmental Law; or (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", "toxic substance", "solid waste", pollutant and/or or contaminant under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. section 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. section 6901 *et seq.*), as amended, the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 *et seq.*), the Clean Air Act (42 U.S.C. Sections 7401, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, *et seq.*), the Clean Water Act, as amended (33 U.S.C. Sections 1251 *et seq.*), the Occupational Safety and Health Act, as amended (29 U.S.C.A. Section 651 *et seq.*), Articles 15 or 27 of the New York State Environmental Conservation Law, and/or any other applicable Environmental Law or any regulations promulgated under any of the foregoing; or (iii) which is toxic (including, but not limited to, toxic mold), explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of

the United States, the State of New York or any political subdivision thereof; or (iv) the presence of which on the Premises causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises; or (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation.

(e) Improvements mean any buildings, structures and other improvements (if any) presently or hereafter located on the Premises.

(f) Indemnitee means the Agency, its successors and assigns, and their respective officers, directors, employees, agents, representatives, contractors and subcontractors.

(g) Reserved.

(g) Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the Environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance).

2. REPRESENTATIONS AND WARRANTIES. The Company represents and warrants to the Agency that to the best of the Company's knowledge, information and belief:

(a) Based on the findings of the Town Board of the Hamptonburgh, New York acting as Lead Agency, and without further independent investigation on the part of the Company, neither the Premises nor any property adjacent to or within the immediate vicinity of the Premises is being or has been used for the storage, treatment, generation, transportation, processing, handling, production, disposal or release of any Hazardous Substance or as a landfill or other solid waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products.

(b) Underground storage tanks are not and have not been located on the Premises, except as set forth in Schedule B hereto.

(c) The soil, subsoil, bedrock, soil vapor, surface water and groundwater of the Premises are free of any Hazardous Substances.

(d) There has been no Release nor is there the threat of a Release of any Hazardous Substance on, at or from the Premises, or any property adjacent to or within the immediate vicinity of the Premises which through soil, subsoil, soil vapor, bedrock, surface water or groundwater migration could come to be located on the Premises, and the Company has not received any form of notice or inquiry from any federal, state or local governmental agency or authority, any operator, tenant, subtenant, licensee or occupant of the Premises or any property adjacent to or within the immediate vicinity of the Premises or any other person with regard to a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises.

(e) All Environmental Permits necessary for the acquisition, construction, equipping, use or operation of the Premises have been obtained and are in full force and effect.

(f) No event has occurred with respect to the Premises which, with the passage of time or the giving of notice, or both, would constitute a violation of any applicable Environmental Law or non-compliance with any Environmental Permit.

(g) There are no agreements, consent orders, decrees, judgments, notices of violations, demand letters, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use, operation, sale, transfer or conveyance of the Premises which require any change in the present condition of the Premises or any work, repairs, construction, containment, clean up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Premises.

(h) There are no actions, suits, claims or proceedings, pending or threatened, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, investigations, remedial action or any other remedy that arise out of, relate to or result from (i) a violation or alleged violation of any applicable Environmental Law or non compliance or alleged non compliance with any Environmental Permit, (ii) the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises or (iii) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Premises or the ownership, use, operation, sale, transfer or conveyance thereof.

3. COVENANTS OF COMPANY. The Company covenants and agrees with the Agency as follows:

(a) Except in accordance with all environmental laws, rules and regulations of the State of New York and the obtaining of any required permits, the Company shall keep, and shall cause all operators, tenants, subtenants, licensees, invitees and occupants of the Premises to keep, the Premises free of all Hazardous Substances and shall not cause or permit the Premises or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production, disposal or release of any Hazardous Substances.

(b) The Company shall comply with, and shall cause all operators, tenants, subtenants, licensees, invitees and occupants of the Premises to comply with, all applicable Environmental Laws, and shall obtain and comply with, and shall cause all operators, tenants, subtenants, licensees, invitees and occupants of the Premises to obtain and comply with, all Environmental Permits.

(c) Except in accordance with all environmental laws, rules and regulations of the State of New York and the obtaining of any required permits, the Company shall not cause or permit any change to be made in the present or intended use of the Premises which would (i) involve the storage, treatment, generation, transportation, processing, handling, production, disposal or release of any Hazardous Substance or the use of the Premises as a landfill or other

solid waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products, (ii) violate any applicable Environmental Law, (iii) constitute non compliance with any Environmental Permit or (iv) increase the risk of a Release of any Hazardous Substance.

(d) The Company shall promptly provide the Agency with a copy of all notifications which the Company gives or receives with respect to any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises.

(e) The Company shall undertake and complete all investigations, studies, sampling and testing and all removal and other remedial actions necessary to contain, remove and clean up all Hazardous Substances that are determined to be present at the Premises in accordance with all applicable Environmental Laws and all Environmental Permits.

(f) The Company shall at all times allow the Agency and its officers, employees, agents, representatives, contractors and subcontractors reasonable access to the Premises for the purposes of ascertaining site conditions, including, but not limited to, subsurface conditions.

(g) If at any time the Agency obtains any evidence or information which suggests that potential environmental problems may exist at the Premises, the Agency may require that a full or supplemental environmental investigation and environmental assessment report (including a Phase II environmental investigation) with respect to the Premises of a scope and level of detail satisfactory to the Agency to be prepared by an environmental engineer or other qualified person reasonably acceptable to the Agency, at the Company's expense. Said investigation may include a physical inspection of the Premises, a visual inspection of any property adjacent to or within the immediate vicinity of the Premises, personnel interviews and a review of all Environmental Permits. If the Agency requires, such inspection shall also include a records search and/or subsurface testing for the presence of Hazardous Substances in the soil, subsoil, soil vapor, bedrock, surface water and/or groundwater. If the investigations indicate the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises, the Company shall promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, and other remedial actions, using methods recommended by the engineer or other person who conducted the investigations and acceptable to the appropriate federal, state and local agencies or authorities.

(h) Attached hereto as Schedule C is a complete list of all Environmental Permits presently required for the ownership, use or operation of the Premises and the businesses located thereon. The Company agrees to notify the Agency of any additions, deletions, or modifications of any Environmental Permits and the list thereof. Upon written request of the Agency, the Company shall furnish true and complete copies of all Environmental Permits.

4. INDEMNIFICATION PROVISIONS. The Company and the Indemnitors hereby jointly and severally covenant and agree, at their sole cost and expense, to indemnify, protect, defend, and save harmless each and every Indemnitee from and against any and all

damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees for attorneys and experts selected by the Indemnitee, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any Indemnitee relating to, resulting from or arising out of (a) the use of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products, (b) the presence or claimed presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises, or of any property adjacent to or within the immediate vicinity of the Premises, (c) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Premises, (d) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Premises or the ownership, use, operation, sale, transfer or conveyance thereof, (e) a violation of any applicable Environmental Law, (f) non compliance with any Environmental Permit, (g) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Company in this Agreement, and (h) the designation by the New York State Department of Environmental Conservation, the United States Environmental Protection Agency or any other governmental authority of the Agency as a party responsible or potentially responsible for the remediation of any condition on the Premises (collectively, the "Indemnified Matters").

The liability of the Company and the Indemnitors to each Indemnitee hereunder shall be perpetual and shall survive, and shall in no way be limited, abridged, impaired or otherwise affected, by (i) any amendment or modification of any of the documents (a) entered into in connection with any prospective indebtedness associated with the Premises as approved by the Agency (the "Loan Documents") or (b) otherwise entered into in connection with the Financial Assistance (the "Agency Documents") by or for the benefit of the Agency, any lender, or any subsequent owner of the Premises, (ii) any extensions of time for payment or performance required by any of the Loan Documents or the Agency Documents, (iii) the release of the Company, any Indemnitor, any guarantor of any of the indebtedness associated with the Financial Assistance, or any other person, from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents, the Agency Documents or this Agreement by operation of law, the lender's or Agency's voluntary act or otherwise, (iv) the invalidity or unenforceability of any of the terms or provisions of the Loan Documents or the Agency Documents, (v) any exculpatory provision contained in any of the Loan Documents or the Agency Documents limiting the lender's or the Agency's recourse to property encumbered by a mortgage or to any other security, (vi) any applicable statute of limitations, (vii) any investigation or inquiry conducted by or on the behalf of the Agency or any other Indemnitee or any information which the Agency or any other Indemnitee may have or obtain with respect to the environmental or ecological condition of the Premises, (viii) the sale or assignment of any indebtedness associated with the Financial Assistance or the foreclosure of any mortgage, (ix) the sale, transfer or conveyance of all or part of the Premises, (x) the dissolution or liquidation of the Company, (xi) the death or legal incapacity of any Indemnitor,

(xii) the release or discharge, in whole or in part, of the Company or any Indemnitor in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding, (xiii) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of the Company under any bond, note or mortgage entered into in connection with the Financial Assistance or of any Indemnitor under this Environmental Compliance Agreement, (xiv) the expiration or termination of any lease between the Agency and the Company or any other person with respect to the Financial Assistance (the "Lease"), or (xv) the reconveyance of title to the Premises by the Agency to the Company or any other person, whether in accordance with the terms of the Lease, by foreclosure or deed in lieu of foreclosure, sale or otherwise.

The indemnification agreement contained herein is wholly independent of and in addition to any indemnification agreement heretofore given to the Agency or any other Indemnitee, as part of the application process for the Financial Assistance or otherwise.

5. AGENCY'S LIMITED ROLE: Under no circumstances shall the Agency's limited involvement herein be deemed to be (because it is not) participating in the management or development of the Premises as those terms are used in Title 13, Section 27-1323 of the N.Y. Environmental Conservation Law ("ECL"), nor has decision-making control, day-to-day management of environmental compliance or responsibility for hazardous waste handling or disposal practices at the Premises. The Agency's limited involvement herein results from its acquiring a nominal security interest in the Premises in exercise of its statutory purposes, and for no other reason, and such acquisition was undertaken under circumstances where it amounts to an involuntary acquisition as that term is defined under ECL Section 27-1323.

6. GOVERNING LAW: This Environmental Compliance Agreement shall be governed by, construed in accordance with and enforceable under the laws of the State of New York.

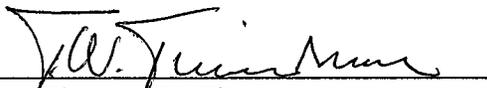
7. SUCCESSORS AND ASSIGNS: This Environmental Compliance Agreement shall be binding upon the Company, its successors and assigns, all subsequent owners of the Premises, the Indemnitors and their respective successors, assigns, executors, administrators, legal representatives, distributees and fiduciaries and shall inure to the benefit of each Indemnitee.

8. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY ON ANY CAUSE OF ACTION DIRECTLY OR INDIRECTLY INVOLVING THE TERMS, COVENANTS OR CONDITIONS OF THIS ENVIRONMENTAL COMPLIANCE AGREEMENT OR THE PREMISES, OR ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ENVIRONMENTAL COMPLIANCE AGREEMENT.

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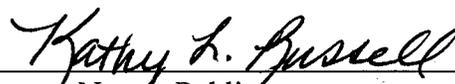
IN WITNESS WHEREOF, the Company and any Indemnitor(s) have caused this Environmental Compliance Agreement to be executed as of the date first above written.

**CARLISLE CONSTRUCTION MATERIALS
INCORPORATED**

By: 
Thomas W. Timmermann
Vice President Operations

Pennsylvania
STATE OF ~~NEW YORK~~
COUNTY OF ~~ORANGE~~) SS:
Cumberland

On the 30th day of May in the year 2012, before me, the undersigned, personally appeared **Thomas W. Timmermann**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

NOTARIAL SEAL
KATHY L. RUSSELL, Notary Public
Carlisle, Cumberland County
My Commission Expires Sept. 17, 2014

SCHEDULE A

Legal Description of Leased Premises

All that certain lot, piece or parcel of land situate in the Town of Hamptonburgh, County of Orange, State of New York and being a portion of Lot 1 as designated on a plan entitled "Subdivision Plan for Hudson Crossings" as prepared by Eustance & Horowitz, P.C., dated February 16, 2012 and being more accurately bounded and described as follows:

Beginning at point on the westerly line of the Pennsylvania Lines, LLC marking the easterly corner of the herein described parcel and the southeasterly corner of lands N/F of Green Acres Development Group (TM #36-1-7.1), said point also being in the corporation line between the Town of Montgomery on the northeast and the Town of Hamptonburgh on the southwest; said point of beginning being located the following two courses and distances along the westerly line of Pennsylvania Lines, LLC from a monument found on the southerly right-of-way line of County Route 99 (Neelytown Road); 1) on a curve to the left having a radius of 1,942.86', an arc distance of 616.73' to a point of tangency; 2) thence South 13°-31'-03" West 280.59'; thence from said point of beginning and continuing along the westerly line of Pennsylvania Lines, LLC (TM #1-1-10.2) on the following five courses and distances: South 13°-31'-03" West 693.86' to a point of curvature; thence on a curve to the right having a radius of 1,876.86', an arc distance of 922.01'; thence South 48°-11'-06" East 8.00'; thence on a curve to the right having a radius of 1,884.86', an arc distance of 260.54' to a point of tangency; thence South 49°-47'-48" West 17.28' to a point on the northeasterly line of lands N/F of Zvi Segal/General Partner (TM #1-1-21.22); thence along the northeasterly line of said lands on the following three courses and distances: North 72°-47'-17" West 483.04'; thence North 73°-47'-52" West 35.52'; thence North 68°-37'-43" West 373.86'; thence along the easterly line of Lot 2, being the westerly line of Lot 1 on the following three courses and distances: North 34°-14'-54" East 1023.27'; thence North 55°-16'-02" East 209.52'; thence North 32°-07'-34" East 904.90' to a point in the southerly line of lands N/F Green Acres Development Group (TM #36-1-7.1); thence along the southerly line of said lands, being the corporation line between the Town of Montgomery and the Town of Hamptonburgh South 49°-17'-30" East 521.39' to the point or place of beginning.

SCHEDULE B

Underground Storage Tanks

NONE

SCHEDULE C

Environmental Permits Required

[SEE ATTACHED]

Appendix C

**State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS Only**

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR Carlisle Construction Materials	2. PROJECT NAME Carlisle / Hudson crossing Neelytown Rd
3. PROJECT LOCATION: Municipality <u>Hamptonburgh</u> County <u>Orange</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) 600 Neelytown Rd. Montgomery NY, 0.5 miles west of Beaver Dam Rd / 0.25 miles east of NYS Rt. 416. site is bordered on the east by the Walden RR spur and on the south by Eager Rd	
5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: The proposed action involves the application for air discharge permits for a proposed Manufacturing / warehouse building. The proposed project is located on a Shovel Ready building pad. Project is a 400K facility which manufactures Polyisocyanurate foam and EPS block molded products.	
7. AMOUNT OF LAND AFFECTED: Initially <u>35</u> acres Ultimately <u>35</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: Project is located off of Neelytown Rd. which has many warehouse distribution centers. Agricultural / horse farms border the western portion of the site. Scattered residential uses exist south east of the site	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: Town of Hamptonburgh -Special use, subdivision , site plan NYSDEC - air discharge permit	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: ACOE-wetlands NYSDEC-wetland, SWPPP, Water Quality Cert	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Carlisle Construction Material Inc.</u> Date: <u>16 March 2012</u> Signature: <u>[Signature]</u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment



PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
 Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:

C7. Other Impacts (including changes in use of either quantity or type of energy)? Explain briefly:

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?
 Yes No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If Yes, explain briefly:

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) Irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide, on attachments as necessary, the reasons supporting this determination.

16 March 2012

_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (If different from responsible officer)





**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY & NJ & PA)
MARK J. EDSALL, P.E. (NY, NJ & PA)
JAMES M. FARR, P.E. (NY & PA)

14 March 2012

New York State of Parks, Recreation
and Historic Preservation
Historic Preservation Field Services Bureau
Peebles Island
P.O. Box 189
Waterford, NY 12188-0189

ATTENTION: DOUGLAS P. MACKEY, HISTORIC PRESERVATION ANALYST
**SUBJECT: HUDSON CROSSING DEVELOPMENT – TOWN OF HAMPTONBURGH,
ORANGE COUNTY, NEW YORK, NYOPRHP-07PR01403**

Dear Mr. Mackey:

Enclosed under cover of this letter please find the following:

1. Hudson Crossing overall sketch layout, Sheet 1 of 1; 2007
2. Hudson Crossing Preliminary Site plan; 2012
3. Copy of July 13, 2007 OPRHP letter;
4. Aerial photo of site existing conditions.

These documents are being transmitted to you for your review at the request of the New York State Department of Environmental Conservation. The project site is a shovel ready site which received approval by the Hamptonburgh Planning Board in 2007. In 2008, the site was developed with a 600,000 +/- building pad on the eastern portion of the site. The current user depicted on the preliminary site plan sheet on Parcel A requires an air discharge permit from the New York State Department of Environmental Conservation for their proposed activities on the site. As part of the air permitting process the NYSDEC has requested that we contact your office to confirm the previous determination as to cultural resources on the project site. The current proposal remains within the limits of disturbance of the original approval on the entire site and the 400,000 +/- square foot manufacturing warehouse facility will be constructed in the regraded building pad which exists on the site.

REGIONAL OFFICES

- 111 Wheatfield Drive • Suite 1 • Milford, Pennsylvania 18337 • 570-296-2765 •
- 540 Broadway • Monticello, New York 12701 • 845-794-3399 •



MAIN OFFICE
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

(845) 567-3100
fax: (845) 567-3232
e-mail: mhenny@mhhepc.com

Please feel free to contact the undersigned should you have any questions, comments or require any additional information regarding this matter.

Very truly yours,

McGoey, Hauser and Edsall
Consulting Engineers, P.C.

Patrick J. Hines
Associate

RESOLUTION OF APPROVAL
SPECIAL USE PERMIT
FOR
HUDSON VALLEY CROSSING, LLC

Nature of Application

Hudson Crossing, LLC has applied to the Town Board for special use permit approval allowing the use of the property identified herein to be utilized for construction of a warehouse distribution facility with related manufacturing. The building will be used to manufacture and distribute roofing materials. This property was previously studied generically and was the subject of a Generic Environmental Impact Statement and Findings Statement duly adopted by the Town of Hamptonburgh Planning Board, as Lead Agency, in 2002. Thereafter, a site specific user, Opus East, LLC, proposed the construction of a warehouse distribution center on the site. Conditional site plan approval for this use was issued in January of 2007. The Opus project was never built. This application seeks to amend the approval heretofore given to Opus East, LLC.

This project is slightly different than the projects studied generically in 2002 and specifically in 2007. First, it involves only a portion of the site (the building will be approximately 400,000+/- square feet of approximately 1,275,000 square feet of building space studied regarding the overall site.) Second, it involves a manufacturing component not previously studied. (This use is permitted, although it requires the special use permit approval now being requested from the Town Board). Lastly, it also involves rail access and a two lot subdivision.

Property Involved

The property affected by this resolution is shown on the Tax Maps of the Town of Hamptonburgh as parcel(s) 1-1-21.21

Zoning District

The property affected by this resolution is located in the LUI zoning district of the Town of Hamptonburgh.

Plans

The Special Use Permit Plan materials considered consist of the following:

1. Project narrative prepared by McGoey, Hauser & Edsall, Consulting Engineers, P.C., dated February 15, 2012;
2. Amended Stormwater Pollution Prevention Plan
3. Plans prepared for Hudson Crossing, LLC as follows:

<u>Author</u>	<u>Title</u>	<u>Last Revision Date</u>
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Cover	April 24, 2012
Eustance & Horowitz, P.C.	Final Subdivision Plat	February 16, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Existing Conditions Plan (Ex - 1)	April 26, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Overall Site Plan (SP-1)	April 26, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Site Location Plan (SP-2)	April 26, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Erosion Control Plan (RC-1)	April 26, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Grading & Drainage Plan (GP-1)	April 26, 2012

McGoey, Hauser and Edsall Consulting Engineers, P.C.	Roadway Profile (PR-1)	April 26, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Railroad Siding Profile (PR-2)	April 26, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Roadway Plan and Profile (RP-1)	April 26, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Roadway Plan and Profile (RP-2)	April 26, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Emergency Access Road Plan and Profile (RP-3)	April 26, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Pump Station Plan and Details (PS-1)	April 26, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Fire Protection Plan (FP-1)	April 26, 2012
RFW Engineering Group	Overall Mechanical Site Plan	March 23, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Typical Details and Notes (DT-1)	April 26, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Typical Details (DT-2)	April 26, 2012
McGoey, Hauser and Edsall Consulting Engineers, P.C.	Typical Details (DT-3)	April 26, 2012
RFW Engineering Group	Site Plan – Electric	March 23, 2012
RFW Engineering Group	Partial Site Plan- Photometrics	March 23, 2012
RFW Engineering Group	Partial Site Plan – Photometrics	March 23, 2012

RFW Engineering Group	Partial Site Plan – Photometrics	March 23, 2012
RFW Engineering Group	Partial Site Plan – Photometrics	March 23, 2012
RFW Engineering Group	Partial Site Plan – Photometrics	March 23, 2012
RFW Engineering Group	Lighting Details	March 23, 2012

Date of Application

The application was filed with the Town Board on January 30, 2012.

Public Hearing

A public hearing on this application was convened on April 2, 2012 and closed on the same date.

SEQRA

This action was previously the subject of a generic environmental review conducted in 2001-2002. The Draft and Final Generic Environmental Impact Statement was prepared under the "Build Now New York" Program, a State-sponsored economic development effort. This program was designed to provide grants to study the environmental impacts of commercial projects before users are identified, so that the required SEQRA review would be fulfilled before the parcel was sold to a specific user. If the user could build on the site, and make use of the site under the thresholds that had been established during the SEQRA process, it would not then be necessary to conduct another SEQRA review, and the future user of the property could proceed to site/subdivision plan review and decision making.

In 2001, the Green Acres Development Group sought approval of a four-lot subdivision of a 528-acre parcel (SBL: 1-1-21.2), located on Route 416 in the Town of Hamptonburgh, in Orange County. The Proposed Action included:

- (1) A 4 lot subdivision of a 528-acre parcel located on Route 416 in the Town of Hamptonburgh, Orange County, into three industrially (I) zoned lots, and one 428 acre residential lot; and
- (2) Conceptual planning for a 136-acre warehouse distribution park on the three lots in the I zone (since rezoned to "LUI") in the Town of Hamptonburgh and an existing 36.2 acre lot in the ID zone in Montgomery. Future development can accommodate up to 1.2 million SF of warehouse or flex industrial space in the Town of Hamptonburgh and 70,000 SF of such space in Montgomery.

As originally envisioned, the three industrially zoned lots, and one 428-acre residential lot, would be created in Hamptonburgh and developed for industrial or residential use. Two other extensions of Tax Lot 21.2, located to the south and east of an existing rail right-of-way accessed by Old Neelytown Road, would remain undeveloped. A deed restriction shall be placed on these properties to restrict future development.

The Town of Hamptonburgh Planning Board, as lead agency, conducted a generic environmental review of the proposed action pursuant to the New York State Environmental Quality Review Act (SEQRA). As part of that review, the Town of Hamptonburgh Planning Board oversaw the preparation and filing of a Draft Generic Environmental Impact Statement (DGEIS) and a Final Generic Environmental Impact Statement (FGEIS). On August 2, 2002, the Town of Hamptonburgh Planning Board adopted a SEQRA Findings Statement setting forth its findings and conditions related to the Proposed Action. A SEQRA Evaluation Form was also prepared to assist any future Planning Board in determining whether any site-specific action would meet various thresholds established as part of the generic review to ensure that any future development would not have a significant impact on the environment.

In 2006, Opus East, LLC (Opus East) applied to the Town of

Hamptonburgh Planning Board for site plan approval for a project named HUDSON CROSSINGS, a proposed warehouse distribution park that was conceptually studied during the generic SEQRA review. Site Plan approval was issued for this project in January of 2007. The project was never built.

Hudson Valley Crossings, LLC has now made application for amended site plan approval, special use permit approval (issued by the Town Board) and subdivision approval. In support of its application, they have submitted the information identified herein. The Town of Hamptonburgh Planning Board has reviewed this information and has considered all information submitted at the public hearing as well as the information submitted by Town Engineers, Lanc & Tully, P.C.

SEQRA Findings:

Based upon the foregoing, a Determination of Consistency and Negative Declaration was issued by the Planning Board. This Determination is incorporated herein by reference.

Findings

The Town Board has determined that approval of the Special Use Permit will substantially serve the public convenience, safety and welfare; will not be detrimental to the neighborhood or the residents thereof; and will not otherwise be detrimental to the public convenience or welfare, subject to full compliance with the plans identified hereinabove as well as compliance with all requirements imposed by Chapter 150, Article V, of the *Code of the Town of Hamptonburgh*.

Resolution of Approval

NOW, THEREFORE, THE TOWN BOARD RESOLVES to issue a Special Use Permit as said proposal is depicted on the plans identified above and upon the conditions outlined below, and the Supervisor (or his designee) is authorized to sign the plans upon satisfaction of those conditions below noted to be

conditions precedent to such signing.

Specific Conditions

1. Receipt of any and all permits and approvals required by those agencies having jurisdiction relative to the construction of the proposed Water System.
2. Obtaining coverage under the SPDES permit for general construction activities by the New York State Department of Environmental Conservation prior to the commencement of any grading activities on site.
3. Compliance with the special conditions set forth in the March 23, 2004 Army Corps of Engineers Jurisdictional Determination regarding the Federal wetlands on site.
4. Compliance with the NYSDEC Wetlands Disturbance Permit dated June 29, 2006.
5. Compliance with all requirements set forth in the correspondence of Planning Board engineers, Lanc & Tully, P.C. dated May 3, 2012.
6. Mitigation of noise in accordance with the SEQRA Findings adopted by the Planning Board to the extent that the peak noise level at the residential receptors along Eager Road shall not exceed 65 dBA except for short durations as set forth in the SEQRA Findings.
7. Receipt of the required Air Discharge Permit from the NYSDEC and the utilization of Best Management Practices, including the use of Regenerative Thermal Oxidizers (RTO's) to ensure proper emission control.

8. Approval by the Town Attorney as to the form and content of the required agreements regarding *Drainage, Grading & Utilities; Sewer and Water Facilities* and *Road Maintenance*.
9. Review and approval of the "Plans" by the jurisdictional fire department and code enforcement official regarding emergency services.
10. Placement of a deed restriction, or other type of covenant acceptable in form and content to the Town Attorney, prohibiting any future development or improvement to the two extensions of tax lot 21.2, located to the South and East of an existing rail right-of-way accessed by Old Neelytown Road as it is the intention to leave this land undeveloped.
11. Compliance with all terms, provisions and conditions set forth in the Determination of Consistency and Negative Declaration duly adopted by the adopted by the Town Planning Board.
12. Compliance with the terms, provisions, conditions and notes set forth upon the plan set identified under the heading "Plans" hereinabove.
13. Approval by the Town Engineer and compliance with the terms, provisions, conditions and notes set forth upon the Landscaping Plan to be submitted.
14. Compliance with the terms, provisions, conditions of the Special Use Permit issued by the Town Board in connection with this project.
15. Final signed agreement among the Town of Montgomery, Town of Hamptonburgh and property owner regarding the delivery of and compensation for municipal sewer service from the Town

of Montgomery to the project site.

16. Finalization of the formation of the sewer district in the Town of Hamptonburgh to facilitate the delivery of sewer service to the project site from the Town of Montgomery.

General Conditions

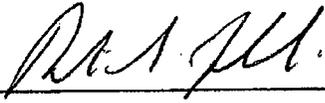
This approval is conditioned upon the applicant submitting all necessary copies of the plans to be signed, including mylars when required, to the Town of Hamptonburgh Building Department within one-hundred eighty days of the date of this approval.

This approval is further conditioned upon the applicant delivering (prior to signing of the plans) proof, in writing, that all fees—engineering, planning, legal and otherwise—in regard to this project have been fully paid. The plans shall not be signed until proof, satisfactory to the Supervisor, has been presented showing that all fees have been paid.

A FAILURE to comply with any such condition in a timely manner shall result, without further action, in a lapsing of this approval.

In Favor _____ Against _____ Abstain _____ Absent _____

Dated: 5/7/2012



Robert Jankowski, SUPERVISOR
TOWN OF HAMPTONBURGH TOWN BOARD

STATE OF NEW YORK)

)ss:

COUNTY OF ORANGE)

I, Diane J. Fortuna Town Clerk of the Town of Hamptonburgh, do hereby certify that the foregoing is a true and exact copy of a Resolution maintained in the office of the Town of Hamptonburgh Town Clerk, said resulting from a vote having been taken by the Town Board at a meeting of said Board held on May 7, 2012.

Diane J. Fortuna, TOWN CLERK
TOWN OF HAMPTONBURGH

I, Diane Fortuna, Clerk of the Town of Hamptonburgh, do hereby certify that the foregoing Resolution was filed in the Office of the Town Clerk on May 8, 2012.

Diane J. Fortuna
DIANE FORTUNA, CLERK
TOWN OF HAMPTONBURGH

817.20
Appendix C
State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR Carlisle Construction Materials	2. PROJECT NAME Carlisle / Hudson crossing Neelytown Rd
3. PROJECT LOCATION: Municipality <u>Hamptonburgh</u> County <u>Orange</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) 600 Neelytown Rd. Montgomery NY, 0.5 miles west of Beaver Dam Rd / 0.25 miles east of NYS Rt. 416. site is bordered on the east by the Walden RR spur and on the south by Eager Rd	
5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: The proposed action involves the application for air discharge permits for a proposed Manufacturing / warehouse building. The proposed project is located on a Shovel Ready building pad. Project is a 400K facility which manufactures Polyisocyanurate foam and EPS block molded products.	
7. AMOUNT OF LAND AFFECTED: Initially <u>35</u> acres Ultimately <u>35</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: Project is located off of Neelytown Rd. which has many warehouse distribution centers. Agricultural / horse farms border the western portion of the site. Scattered residential uses exist south east of the site	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: Town of Hamptoburgh -Special use,subdivision , site plan NYSDEC - air discharge permit	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: ACOE-wetlands NYSDEC-wetland,SWPPP,Water Quality Cert	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Carlisle Construction Material Inc.</u> Date: <u>16 March 2012</u> Signature: <u><i>Robert G. Oliver</i></u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment



PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
 Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:

C7. Other Impacts (including changes in use of either quantity or type of energy)? Explain briefly:

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?
 Yes No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If Yes, explain briefly:

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) Irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

16 March 2012

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (If different from responsible officer)





**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY & NJ & PA)
MARK J. EDSALL, P.E. (NY, NJ & PA)
JAMES M. FARR, P.E. (NY & PA)

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33 Airport Center Drive
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fax: (845) 567-3232
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14 March 2012

New York State of Parks, Recreation
and Historic Preservation
Historic Preservation Field Services Bureau
Peebles Island
P.O. Box 189
Waterford, NY 12188-0189

ATTENTION: DOUGLAS P. MACKEY, HISTORIC PRESERVATION ANALYST

**SUBJECT: HUDSON CROSSING DEVELOPMENT – TOWN OF HAMPTONBURGH,
ORANGE COUNTY, NEW YORK, NYOPRHP-07PR01403**

Dear Mr. Mackey:

Enclosed under cover of this letter please find the following:

1. Hudson Crossing overall sketch layout, Sheet 1 of 1; 2007
2. Hudson Crossing Preliminary Site plan; 2012
3. Copy of July 13, 2007 OPRHP letter;
4. Aerial photo of site existing conditions.

These documents are being transmitted to you for your review at the request of the New York State Department of Environmental Conservation. The project site is a shovel ready site which received approval by the Hamptonburgh Planning Board in 2007. In 2008, the site was developed with a 600,000 +/- building pad on the eastern portion of the site. The current user depicted on the preliminary site plan sheet on Parcel A requires an air discharge permit from the New York State Department of Environmental Conservation for their proposed activities on the site. As part of the air permitting process the NYSDEC has requested that we contact your office to confirm the previous determination as to cultural resources on the project site. The current proposal remains within the limits of disturbance of the original approval on the entire site and the 400,000 +/- square foot manufacturing warehouse facility will be constructed in the regraded building pad which exists on the site.

REGIONAL OFFICES

- 111 Wheatfield Drive • Suite 1 • Milford, Pennsylvania 18337 • 570-296-2765 •
- 540 Broadway • Monticello, New York 12701 • 845-794-3399 •

14 March 2012

Please feel free to contact the undersigned should you have any questions, comments or require any additional information regarding this matter.

Very truly yours,

McGoey, Hauser and Edsall
Consulting Engineers, P.C.

Patrick J. Hines
Associate



PERMIT
Under the Environmental Conservation Law (ECL)

IDENTIFICATION INFORMATION

Permit Type: Air State Facility
Permit ID: 3-3334-00106/00001
Effective Date:

Expiration Date:

Permit Issued To: CARLISLE CONSTRUCTION MATERIAL INCORPORATED
1285 RITNER HWY
CARLISLE, PA 17013

Contact: CHRIS SAGER
CARLISLE CONSTRUCTION MATERIALS
1275 RITNER HIGHWAY
CARLISLE, PA 17013
(717) 245-7055

Facility: CARLISLE CONSTRUCTION MATERIALS
600 NEELYTOWN RD
HAMPTONBURGH, NY 12549

Contact: MARC GANNON
CARLISLE CONSTRUCTION MATERIALS
600 NEELYTOWN RD
MONTGOMERY, NY 12549

Description:

Carlisle Construction Materials Incorporated is proposing construction of a rigid foam manufacturing facility located in the Town of Hamptonburgh, Orange County. The facility will manufacture polyisocyanurate foam panels (two lines) for use in commercial and industrial roofing applications and expandable polystyrene foam block (one line) for use as insulation and specialty construction and building products such as geofoam and architectural applications.

The polyisocyanurate foam insulating panels are produced by reacting polyol in a blend of fire retardant and catalyst with polymeric diphenylmethane diisocyanate (PMDI). Pentane material is used as an expanding or blowing agent. Panels are formed by combining the materials at a pour table and lamination process. Pentane emissions (volatile organic compound) is collected during the pour and lamination process and controlled by a Regenerative Thermal Oxidizer. Manufactured insulation panels are cut and trimmed to meet dimensional requirements for industry and customer specification. A dust collection system captures particulates generated during sizing operations which are controlled by a baghouse filter unit.

The expandable polystyrene (EPS) foam block is produced from raw material beads impregnated with pentane (blowing agent) which undertake a series of steps including expansion, drying, aging, molding and cutting. Pentane emissions (volatile organic compound) are collected and vented to a Regenerative Thermal Oxidizer (RTO) for destruction. A natural gas boiler rated for 12.2 mmBTU per hour will be used to supply the process steam to operate the pre-expansion and molding process.

Both the insulating foam and expandable polystyrene (EPS) foam block processes are subject to

New York State Department of Environmental Conservation
Facility DEC ID: 3333400106



6NYCRR Part 212 - General Process requirements including limited opacity and limited particulate emissions. Volatile Organic Compound emissions are limited below major stationary source thresholds supported by the proper operation of two regenerative thermal oxidizers. Performance testing of each regenerative thermal oxidizer is required to determine operating parameters. The natural gas fired process boiler is subject to the recordkeeping and monitoring requirements of 6NYCRR Part 227 -1 and 40CFR60 Subpart Dc.

The Standard Industrial Classification representative of this facility is 3086 - Plastics Foam Product.

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, the General Conditions specified and any Special Conditions included as part of this permit.

Permit Administrator: DANIEL T WHITEHEAD
NYS DEC
21 S PUTT CORNERS RD
NEW PALTZ, NY 12561-1696

Authorized Signature: _____ Date: ___ / ___ / ___



Notification of Other State Permittee Obligations

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the compliance permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in any compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.



PAGE LOCATION OF CONDITIONS

PAGE

DEC GENERAL CONDITIONS

General Provisions

- 4 1 Facility Inspection by the Department
- 4 2 Relationship of this Permit to Other Department Orders and Determinations
- 4 3 Applications for permit renewals, modifications and transfers
- 5 4 Permit modifications, suspensions or revocations by the Department

Facility Level

- 5 5 Submission of application for permit modification or renewal-REGION 3 HEADQUARTERS



DEC GENERAL CONDITIONS
****** General Provisions ******
GENERAL CONDITIONS - Apply to ALL Authorized Permits.

Condition 1: Facility Inspection by the Department
Applicable State Requirement: ECL 19-0305

Item 1.1:

The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

Item 1.2:

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

Item 1.3:

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

Condition 2: Relationship of this Permit to Other Department Orders and Determinations
Applicable State Requirement: ECL 3-0301 (2) (m)

Item 2.1:

Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

Condition 3: Applications for permit renewals, modifications and transfers
Applicable State Requirement: 6 NYCRR 621.11

Item 3.1:

The permittee must submit a separate written application to the Department for renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing.

Item 3.2:

The permittee must submit a renewal application at least 180 days before expiration of permits for Title V Facility Permits, or at least 30 days before expiration of permits for State Facility Permits.

Item 3.3:

Permits are transferrable with the approval of the department unless specifically prohibited by the statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

New York State Department of Environmental Conservation
Facility DEC ID: 3333400106



Condition 4: Permit modifications, suspensions or revocations by the Department
Applicable State Requirement: 6 NYCRR 621.13

Item 4.1:

The Department reserves the right to exercise all available authority to modify, suspend, or revoke this permit in accordance with 6NYCRR Part 621. The grounds for modification, suspension or revocation include:

- a) materially false or inaccurate statements in the permit application or supporting papers;
- b) failure by the permittee to comply with any terms or conditions of the permit;
- c) exceeding the scope of the project as described in the permit application;
- d) newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e) noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

****** Facility Level ******

Condition 5: Submission of application for permit modification or renewal-REGION 3
HEADQUARTERS
Applicable State Requirement: 6 NYCRR 621.6 (a)

Item 5.1:

Submission of applications for permit modification or renewal are to be submitted to:

NYSDEC Regional Permit Administrator
Region 3 Headquarters
Division of Environmental Permits
21 South Putt Corners Road
New Paltz, NY 12561-1696
(845) 256-3054



Andrew M. Cuomo
Governor

Rose Harvey
Commissioner

**New York State Office of Parks,
Recreation and Historic Preservation**

Historic Preservation Field Services Bureau • Peebles Island, PO Box 189, Waterford, New York 12188-0189
518-237-8643
www.nysparks.com

April 20, 2012

Patrick Hines
MH&E
33 Airport Center Drive
Suite 202
New Windsor, NY 12553

Re: DEC
Air discharge Permit
Hudson Crossings Development
Route 99 and Eager Road
Hamptonburgh, /Montgomery, Orange County
07PR01430

Dear Mr. Hines

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Parks, Recreation and Historic Preservation Law, Section 14.09.

Based upon this review, it is the OPRHP's opinion that your project continues to have No Adverse Impact upon cultural resources in or eligible for inclusion in the State and National Register of Historic Places.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above. Please contact me at extension 3291, or by e-mail at douglas.mackey@oprhp.state.ny.us, if you have any questions regarding these comments.

Sincerely

Douglas P. Mackey
Historic Preservation Program Analyst
Archaeology