

3 Van Wyck Lane
Wappingers Falls, New York 12590
Phone: 845-223-3202

November 13, 2025

Mr. Thomas Morris and Planning Board Members
Village of Wappingers Falls
2582 South Avenue
Wappingers Falls, NY 12590

Re: Marshall 31 LLC
Amended Site Plan

Dear Mr. Morris:

With this cover letter I am forwarding to you the following:

No.	Description	Date
10	Copies of the Amended Site Plan	11/11/25
10	Copies of the response letter	11/13/25
10	Copies of the proposed sign detail	
10	Copies of the Program Description	11/10/25

We are respectfully submitting this information to be placed on the December 4, 2025, Planning Board agenda for continuation of the Public Hearing. Should you have any questions, please do not hesitate to call me.

Very truly yours,

Anita Odell

Delivered by: _____ Date: _____

Received by: _____ Date: _____

GREENBURGH-NORTH CASTLE UNION FREE SCHOOL DISTRICT

SUPERINTENDENT OF SCHOOLS

John Marino

71 Broadway
Dobbs Ferry, NY 10522
Tel: (914) 231-8627
Fax (914) 478-0218

BOARD OF EDUCATION

Dr. Angela White, President
Dr. Colleen Wagner, Vice President
Dr. Robert Hendrickson,
Linda Rosenthal
Marcel Suarez
John Porter, District Clerk

MEMORANDUM

To: Village of Wappingers

From: Jay Posephney - Principal of Kaplan Career Academy

Date: Nov 10, 2025

Subject: Program Description

Kaplan Career Academy

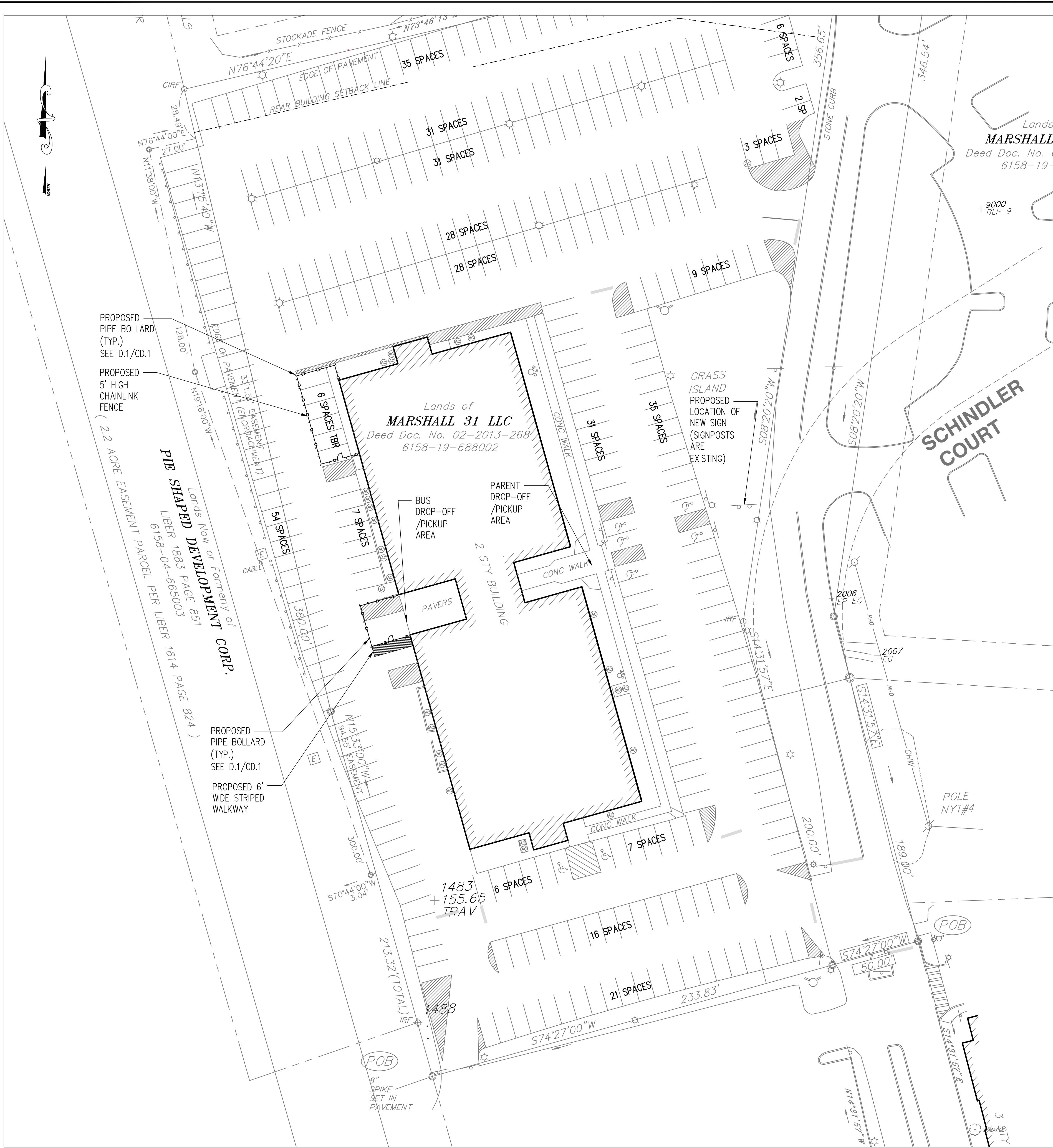
Kaplan Career Academy is part of the Greenburgh-North Castle Union Free School District. We are a NYS public school but, we are what's called a "Special Act" school district. We service exclusively special education students and are funded much like a BOCES program.

The program currently services about 120 students and that can fluctuate depending on enrollment throughout the year. The program employs around 80 staff members, though that too fluctuates throughout the year due to enrollment.

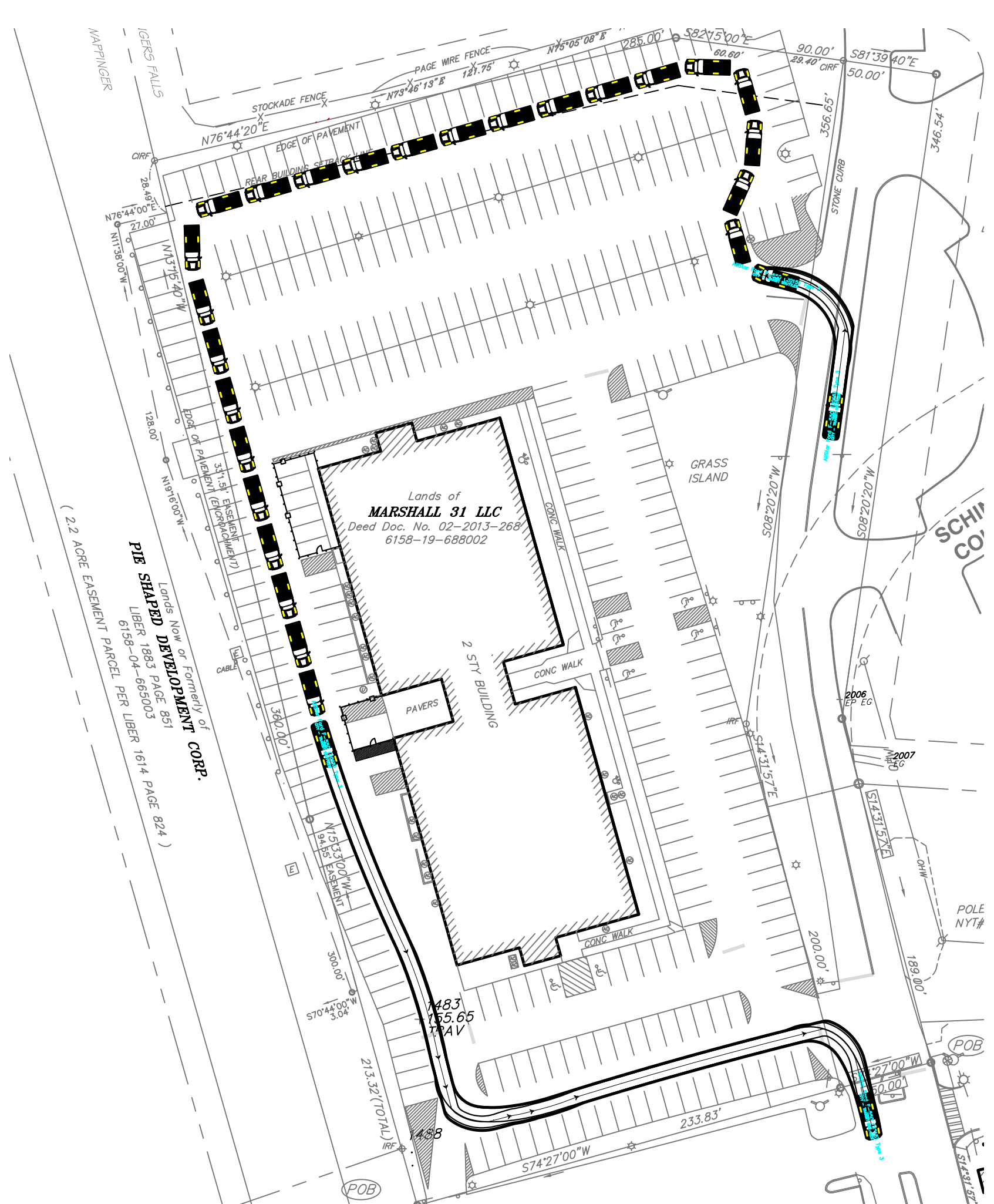
The first staff arrive to the building around 6:30am and the building is clear by around 5pm. Buses start lining up around 8:00am and we start bringing the students into the building at 8:20am. The buses start lining up for dismissal around 2pm and we start bringing the students out at 2:30pm. Our buses are unloaded one at a time in the morning and loaded one at a time in the afternoons. Staff supervise our students in and out of the building.

The buses the sending districts use are either the 20 passenger ½ buses or passenger cars/minivans. We have 27 buses (that can change with attendance and enrollment). The number of students on each bus ranges from 1 to 12. We can easily stack over 35 buses without even using the other 2 parking lot lanes. Parents drop off and pick up their kids on the eastern side of the building (on the opposing side from the buses).

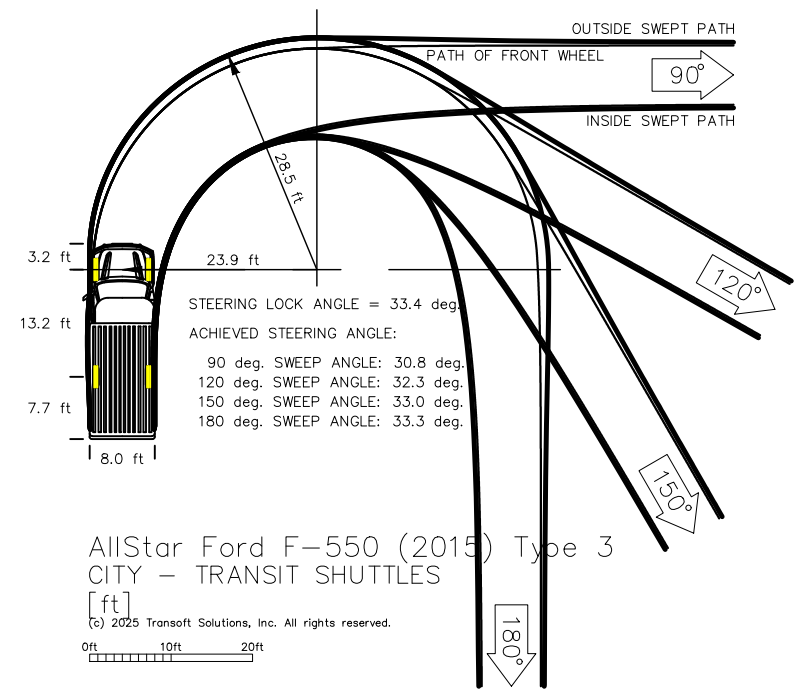
The four pillars on which our program is built are Dialectical Behavior Therapy (DBT), Therapeutic Crisis Intervention (TCI), Trauma Safe Schools and the mandates of the New York State Education Department (NYSED).



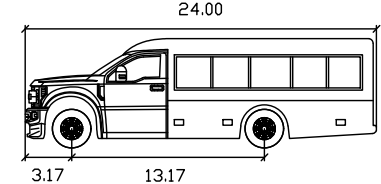
D.1 AMENDED SITE PLAN
SP.1 SCALE: 1" = 30'



D.2 SCHOOL BUS MOVEMENT
SP.1 SCALE: 1" = 60'



AllStar Ford F-550 (2015) Type 3
CITY - TRANSIT SHUTTLES
[ft.]
100 200 300 400 500 600 700 800 900 1000
100 200 300 400 500 600 700 800 900 1000



AllStar Ford F-550 (2015) T;
Width : 8.00 Feet
Track : 7.22 Feet
Lock to Lock Time : 6.0 Seconds
Steering Angle : 33.4 Degrees

OWNER INFORMATION:	PARCEL#-135601-6158-19-688002
ZONE CLASSIFICATION ACTION:	MARSHALL 31 LLC ONE SUMMIT COURT, SUITE 103 FISHKILL, NY 12524
TOPOGRAPHIC DATUM	CMU-COMMERCIAL MIXED USE
WATER SUPPLY:	AMENDED SITE PLAN
SEWAGE DISPOSAL:	N/A
PARKING REQUIREMENTS:	EXISTING WATER SERVICE CONNECTION
80 EMPLOYEES	EXISTING SEWER SERVICE CONNECTION
EXISTING SPACES	PER SITE PLAN REVIEW
PROPOSED SPACES	80 PARKING SPACES
	356
	350

IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW FOR ANY PERSONS TO ALTER THESE PLANS, SPECIFICATIONS, OR REPORTS IN ANY WAY, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR.

CERTIFICATE OF AUTHORIZATION NO. 0022281

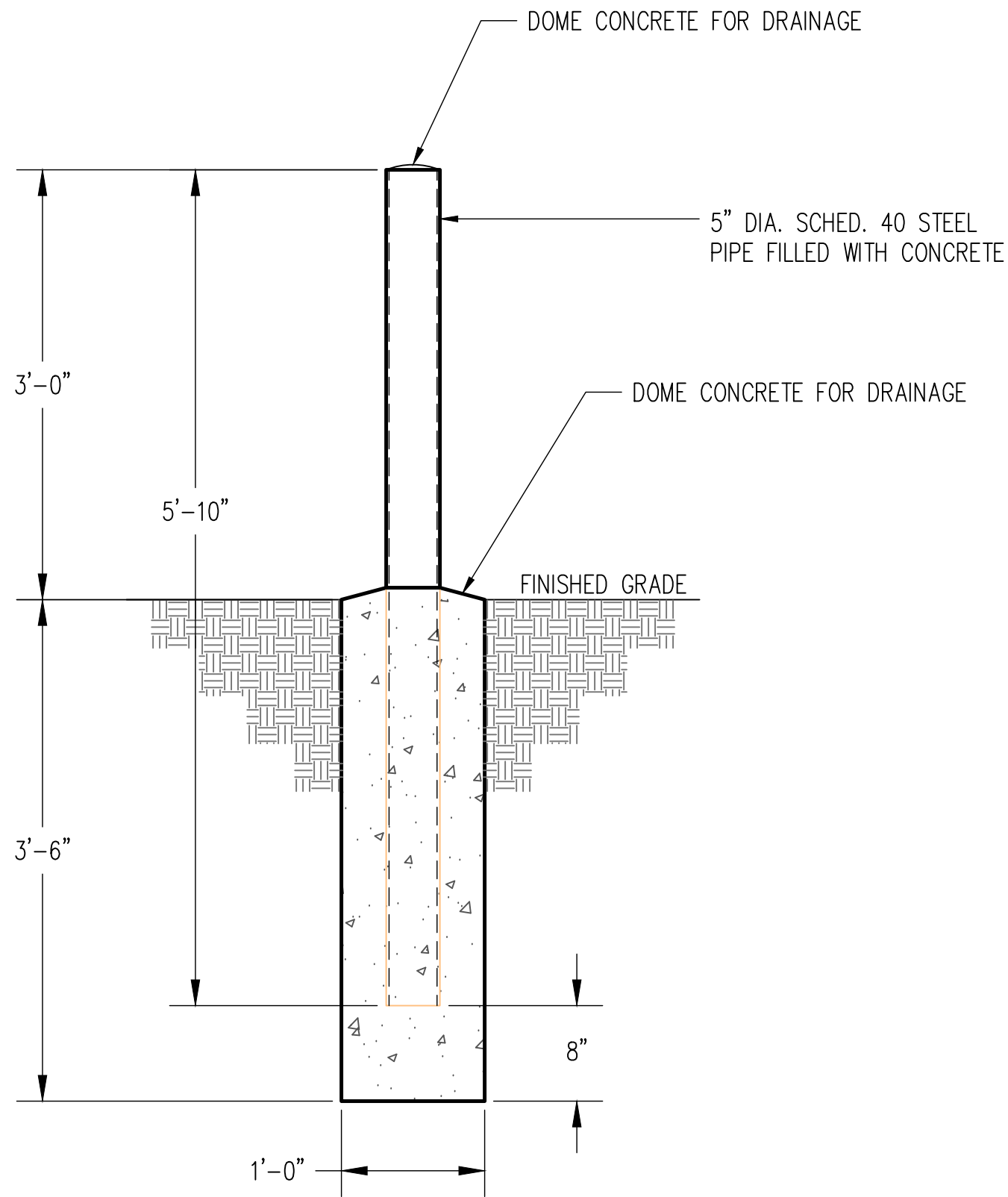
Mark A. Day, PE	
November 11, 2025	
Revised	September 11, 2025
Project No.	2025.180
License No. 089646 - Exp. 03-31-28	
DAY STOKOSA ENGINEERING P.C.	
3 Van Wyck Lane Suite 2 Wappingers Falls, New York (845)-223-3202	
PROJECT Marshall 31 LLC 29-31 Marshall Road Village of Wappingers Falls Dutchess County, New York	
DRAWING Amended Site Plan	
SCALE 1" = 20'	DRAWN BY MAD
DATE 07-03-25	CHECKED BY MAD
SP.1	



IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW FOR ANY PERSONS TO ALTER THESE PLANS, SPECIFICATIONS, OR REPORTS IN ANY WAY, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR.

CERTIFICATE OF AUTHORIZATION NO. 0022281

Mark A. Day, PE	
November 11, 2025	
September 11, 2025	
2025.180 License No. 069646 - Exp. 03-31-28	
DAY STOKOSA ENGINEERING P.C.	
3 Van Wyck Lane Suite 2 Wappingers Falls, New York (845)-223-3202	
PROJECT Marshall 31 LLC 29-31 Marshall Road Village of Wappingers Falls Dutchess County, New York	
DRAWING Water Main Modifications	
SCALE 1" = 20'	DRAWN BY MAD
DATE 07-03-25	CHECKED BY MAD
UP.1	



BOLLARD DETAIL
SCALE: 1" = 1'-0"

IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW FOR ANY PERSONS TO ALTER THESE PLANS, SPECIFICATIONS, OR REPORTS IN ANY WAY, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR.

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		License No. 089646 - Exp. 03-31-28	
DAY STOKOSA ENGINEERING P.C.			
3 Van Wyck Lane Suite 2 Wappingers Falls, New York (845)-223-3202			
PROJECT			
Marshall 31 LLC 29-31 Marshall Road Village of Wappingers Falls Dutchess County, New York			
DRAWING			
Construction Details			
SCALE	DRAWN BY	DRAWING NO.	
As Noted	MAD	CD.1	
DATE	CHECKED BY		
07-03-25	MAD		

November 13, 2025

Mr. Thomas Morris and Planning Board Members
Village of Wappingers Falls
2582 South Avenue
Wappingers Falls, NY 12590

Re: Marshall 31 LLC
Amended Site Plan

Dear Mr. Morris:

This office is in receipt of a comment memo from Michele Robinson Greig, AICP, Four Corners Planning, dated November 5, 2025. We offer the following responses:

1. **Proposed Project.** The applicant proposes to establish a special education school serving Grades 1 through 12 within 38,500 square feet of an existing 55,000 square-foot building, occupying the same portion of the building that was formerly used by Dutchess County Community College, and to construct two fenced outdoor fitness areas totaling 1,681 square feet on a ±3.66-acre parcel located at 29–31 Marshall Road in the Commercial Mixed-Use (CMU) District. The project requires a Special Use Permit and Amended Site Plan approval from the Planning Board.

Response: Comment acknowledged. We concur.

2. **SEQR.** The proposed project is a Type II action under SEQR pursuant to 6 NYCRR Part 617.5(c)(9) and (10) since it involves construction of an accessory nonresidential structure involving less than 4,000 square feet of gross floor area, and routine activities of an educational institution, including expansion of existing facilities by less than 10,000 square feet of floor area. Type II actions are not subject to review under SEQR. A draft resolution classifying the action as Type II has been prepared for the Planning Board's convenience.

Response: Comment acknowledged.

3. **Proposed Use.** The applicant proposes a change of use from a “college or university” to a “private or public school.” The Planning Board should review the proposed use against the general Special Use Permit standards (attached) set forth in §151-71 of the Zoning Law.

Response: We await the Planning Boards decision.

4. **Parking.** Required off-street parking for a school is determined “per site plan review.” The proposed fenced fitness areas will occupy six existing parking spaces. The applicant indicates that the site currently provides 331 parking spaces serving both the proposed school and the existing uses within the building, including the DMV and various office spaces, which together occupy approximately 16,500 square feet. The school will employ 80 staff members, and students will arrive and depart daily by bus or parent drop-off. The Planning Board should confirm that adequate parking is provided for the proposed use.

Response: We await the Planning Boards determination on the required parking for the proposal. The school will employ 80 staff members. The children will arrive and leave the site by bus or car drop off daily. The site currently has 331 parking spaces, which is more than adequate for the proposed use and existing uses for the existing building, which includes the DMV and various office spaces. Current parking requirements for schools such as this currently run by Greenburg-North Castle UFSD are not available because these schools are largely located in urban areas where street parking is the only parking available.

5. **Traffic.** The applicant anticipates that the proposed use will generate approximately 125 vehicle trips per day. The Planning Board should discuss whether a traffic study is warranted. The applicant should also clarify how many of these trips are expected to result from parent drop-offs and pick-ups, and whether a designated drop-off area should be provided to ensure the safety of students.

Response: The school utilizes approximately 27 buses and parent vehicles for supervised drop-off and pick up of students on each school day. Buses use the west side entrance and parent drop-off uses the east side entrance. Bus drop-off stacking has been shown on the proposed site plan. Please see the attached program description for more detailed information regarding school hours of operation and procedure.

6. **Fence.** The fitness areas will be in the rear yard and enclosed by 5-foot chain link fencing. Rear yard fences may be up to six (6) feet high, and chain link is a permitted material.

Response: Comment acknowledged.

7. **239-m Review.** The Site Plan and Special Use Permit applications must be referred to Dutchess County Department of Planning and Development for review under General Municipal Law 239-m since the property is located within 500’ of a municipal boundary.

Response: Comment acknowledged.

8. **Public Hearing.** A public hearing on the Special Use Permit application is required. A hearing on the Site Plan is not mandatory but, if deemed necessary by the Planning Board, must be held within 62 days following the receipt of a complete application.

Response: Comment acknowledged. A public hearing was held on November 6, 2025, and adjourned until the December 4th Planning Board meeting.

9. **239-nn Notification.** Notice of the public hearing must be sent to the Clerk of the of Wappinger at least ten (10) days prior to the hearing, in accordance with General Municipal Law § 239-nn.

Response: Comment acknowledged. Notification for the Public Hearing was provided to the Village.

Additional revisions to the plans requested by the Planning Board are as follows:

1. Additional bollards have been placed around the proposed chain link fence areas. A detail is provided on sheet CD.1.
2. A sign detail has been provided attached to this letter and the location has been shown on the plan. The sign will be attached to the existing signposts on the west side of Marshall Road opposite Schindler Court.
3. The Planning Board has requested a letter of compliance from the Village Fire Chief. The owner has been in contact will the Village Fire Chief. We have not received an inspection letter from the Fire Chief at this time. Once we receive the letter we will provide it to the Board.

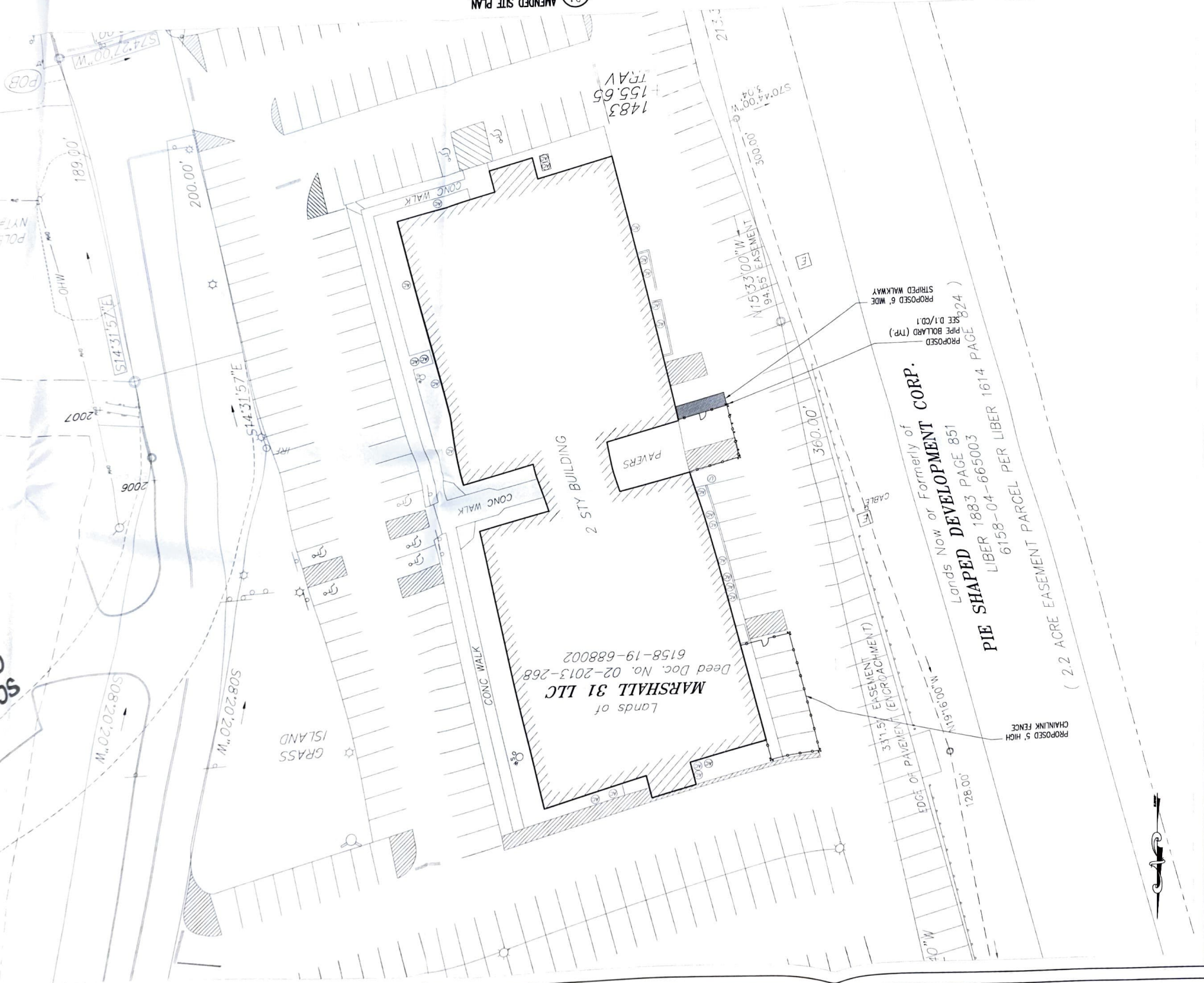
We are respectfully submitting this information to be placed on the next available Planning Board agenda for continuation of the public hearing. Should you have any questions, please do not hesitate to call me.

Very truly yours,



Anita Odell

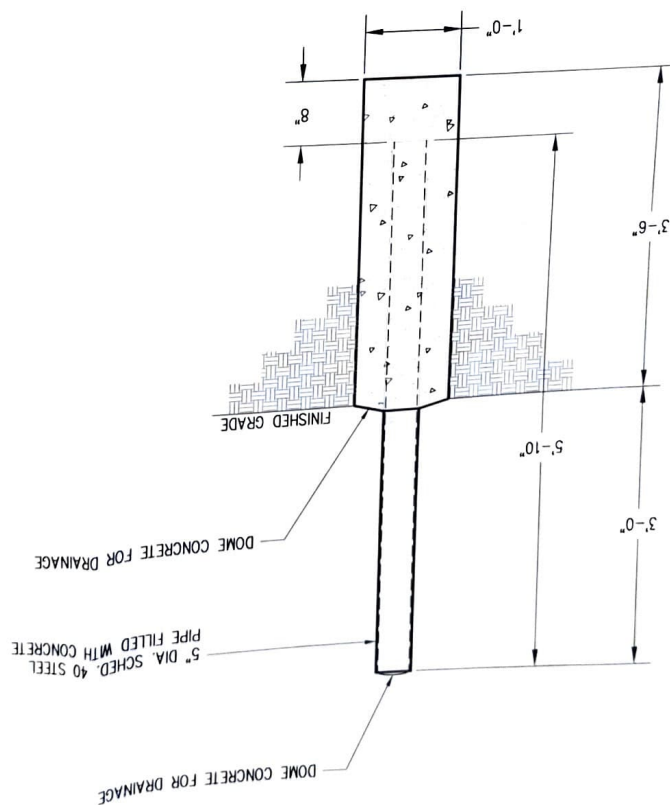




PIE SHAPED DEVELOPMENT CORP.
 Lands Now or Formerly of
PIE SHAPED DEVELOPMENT CORP.
 LIBER 1883 PAGE 851
 LIBER 1614 PAGE 824
 6158-04-665003
 6158-04-665003
 (2.2 ACRE EASEMENT PARCEL PER LIBER 1614 PAGE 824)

Lands of
MARSHALL 31 LLC
 Deed Doc. No. 02-2013-268
 6158-19-688002

D.1 BOLLARD DETAIL
 CD.1 SCALE: 1" = 1'-0"





Village of Wappingers Falls
Office of Planning and Zoning
2582 South Avenue, Wappingers Falls, NY 12590
(845) 297-5277 Fax: (845) 296-0379

SPECIAL USE PERMIT APPLICATION

Zoning Variance-Use

Residential \$250 + \$150 per ZBA meeting

Commercial \$500 + \$150 per ZBA meeting

Part 1 – to be completed by all Applicants

Date: JULY 31, 2025

NAME OF PROJECT: (ex: Doe Accessory Apartment) MARSHALL 31 LLC

APPLICANT:

Name: MARSHALL 31 LLC

Address: 1 SUMMIT COURT, SUITE 103, FISHKILL, NEW YORK 12524

Phone: 845-897-4444

Fax: _____

Email: CGENCK@OPTONLINE.NET

PROPERTY OWNER:

Name: MARSHALL 31 LLC

Address: 1 SUMMIT COURT, SUITE 103, FISHKILL, NEW YORK 12524

Phone: 845-897-4444

Fax: _____

Email: CGENCK@OPTONLINE.NET

PROPERTY INFORMATION:

Address: 29-31 MARSHALL ROAD, WAPPINGERS FALLS, NY 12590

Parcel ID #: 135601-6158-19-688002 Parcel size: 3.66 acres

Zoning District: CMU COMMERCIAL MIXED USE Current use: VACANT

If this application seeks a special use permit for an accessory dwelling (apartment), complete and attach Part 2 of this form, including the affidavit included as Exhibit A thereto.

If this application seeks a special use permit for any use other than an accessory apartment, complete and attach Part 3 of this form.

Every application must be accompanied by an owner affidavit in the form set forth on the next pages.

The Planning Board of the Village of Wappingers Falls generally meets in regular session on the first Thursday of each month. In order to be placed on a Planning Board agenda for any given month, the original and ten (10) copies of a completed application form and all necessary supporting documentation, together with the required fee, must be received by the Zoning Enforcement Officer no later than noon on the date 15 days prior to the next-scheduled meeting of the Planning Board. There shall be no exceptions. The Zoning Administrator will review each application for completeness. Incomplete applications will not be placed on an agenda. The Zoning Administrator is without authority to vary this rule. Early submissions are encouraged so that, if deficiencies are noted, applicants have sufficient time to revise their submission to correct them and be placed on that month's agenda.

Application fees and escrow fees shall be paid by separate checks, each made payable to the "Village of Wappingers Falls." No application will be deemed complete or placed on an agenda until such fees have been received by the Village.

I certify that I have read the foregoing and that the information submitted is true and accurate to the best of my knowledge:



Applicant

member

OWNER'S AFFIDAVIT

This affidavit must be signed by all owners of record of the property.

State of NEW YORK)
) ss.:
County of DUTCHESS)

MARSHALL 31 LLC, being duly sworn, deposes and says:

1. That I/we are the Owner(s) of the within property as described in the foregoing application for special permit approval and that the statements contained therein are true to the best of my/our knowledge and belief.

2. (If applicable) That I/we hereby authorize DAY STOKOSA ENGINEERING, MARK DAY to act as my/our representative in all matters regarding said application(s), and that I/we have the legal right to make or authorize the making of said application.

3. That I/we understand that by submitting this application for special permit approval that I/we expressly grant permission to the Planning Board and its authorized representatives to enter upon the property, at all reasonable times, for the purpose of conducting inspections and becoming familiar with site conditions. I/we acknowledge that this grant of permission may only be revoked by the full withdrawal of said application from further Planning Board action.

4. That I/we understand that by submitting this application that I/we shall be responsible for the payment of all application fees, review fees, and inspection fees incurred by the Village related to this application.

5. That I/we understand that I/we, and any of our contractors and representatives, shall be jointly and severally liable for all costs incurred, including environmental restoration costs, resulting from noncompliance with the approved application, and with non-compliance with any provision of the Village Code.

6. I/we acknowledge that approval of the plan and commencement of any work related to the approved application shall constitute express permission to the Planning Board, the Building Inspector, Code Enforcement Officer or Zoning

Administrator, and any duly authorized representative of the Village of Wappingers Falls, to enter the property for the purposes of inspection for compliance with the approved application and any provision of the Village Code, whether or not any other permits have been applied for or issued for the project. I/we acknowledge that, by submitting this application, the approval of said application, including the commencement of any work related to the approved plan, is an express waiver of any objection to authorized Village official(s) entering the property for the purpose of conducting inspections.

6. That I/we understand that the Planning Board intends to rely on the foregoing representations in making a determination to issue the requested special permit approval.

Under penalty of perjury, I/we declare that I/we have examined this affidavit and that it is true and correct.

Chuck G. Facki
Owner marrying member Owner
Marshall 31 LLC

Sworn to before me on the
31st day of July, 2019 25

Raymond G. Kessler
Notary Public

RAYMOND GERARD KESSLER
Notary Public, State of New York
No. 01KE6227147
Qualified in Dutchess County
My Commission Expires August 23, 2026

Part 3

(To be completed if a special use permit is sought for any use other than an accessory dwelling unit. Attach additional sheets if necessary.)

1. Describe the proposed use.

THE APPLICANT IS PROPOSING A GRADE 1-12 SPECIAL EDUCATION SCHOOL

2. Will the proposed use utilize the entire site or only a portion thereof? Describe.

THE SCHOOL WILL OCCUPY 38,500 Sf OF THE TOTAL 55,000.

3. Are any new structures proposed to be constructed? If yes, describe.

THE APPLICANT IS PROPOSING A 5 FOOT HIGH CHAIN LINK FENCE TO ENCLOSE
TWO OUTDOOR FITNESS AREAS.

4. How many vehicle trips per day is the proposed use anticipated to generate? 125

5. How will the proposed use affect the development of the district in which it is located?

THE PROPOSED USE WILL HAVE NO IMPACT FOR THE DISTRICT IN WHICH IT
IS LOCATED.

6. Were any variances or special use permits previously granted for this property?

If yes, please describe. A FORMER TENANT, DUTCHESS COMMUNITY COLLEGE,

HAD BEEN OPERATING UNDER A SPECIAL USE PERMIT IN THE SAME AREA OF THE BUILDING.

7. Describe how the proposed use is compatible with the principles of the zoning district in which it is located, the purposes set forth in this chapter, and the goals of the Comprehensive Plan of the Village of Wappingers Falls.

THE PROPOSED USE IS A SCHOOL WHICH IS SIMILAR TO THE PREVIOUS TENANT,
DUTCHESS COMMUNITY COLLEGE.

8. Describe how the proposed use is compatible with the adjoining properties and with the natural and man-made environment.

THE PROPOSED USE IS COMPATIBLE WITH THE ADJOINING PROPERTIES BECAUSE
THE USE IS THE SAME AS THE PREVIOUS 20 YEAR TENANT, DUTCHESS COMUNITY COLLEGE.

9. Describe how the height of buildings, walls, fences and the nature and extent of landscaping on the site are such that the proposed use will not hinder or discourage the appropriate development and use of adjacent land and buildings.

THE APPLICATION WILL NOT HINDER OR DISCOURAGE THE APPROPRIATE DEVELOPMENT
AND USE OF ADJACENT LAND AND BUILDINGS BECAUSE THE APPLICANT IS ONLY PROPOSING TWO
EXTERIOR FENCED IN FITNESS AREAS. NO OTHER SITE PLAN CHANGES ARE PROPOSED.
THE ADJACENT AREAS ARE FULLY DEVELOPED COMMERCIAL AND RESIDENTIAL AREAS.

10. Describe how the height of buildings, walls, fences and the nature and extent of landscaping on the site are such that the proposed use will not hinder or discourage the appropriate development and use of adjacent land and buildings.

THE APPLICATION WILL NOT HINDER OR DISCOURAGE THE APPROPRIATE DEVELOPMENT
AND USE OF ADJACENT LAND AND BUILDINGS BECAUSE THE APPLICANT IS ONLY PROPOSING
TWO EXTERIOR FENCED IN FITNESS AREAS. NO OTHER SITE PLAN CHANGES ARE PROPOSED.
THE ADJACENT AREAS ARE FULLY DEVELOPED COMMERCIAL AND RESIDENTIAL AREAS.

11. Describe how parking areas will be of adequate size for the proposed use, properly located and suitably screened from adjoining residential uses, and how

appropriate vehicular circulation and infrastructure for the proposed use, including accessibility to fire, police, and emergency vehicles and sufficient water supply and appurtenances, will be provided.

THE APPLICANT IS NOT PROPOSING ANY CHANGES TO THE EXISTING PARKING AS THE REQUIRED PARKING FOR THE PROPOSED USE IS LESS THAN THE PARKING THAT WAS REQUIRED FOR THE PREVIOUS TENANT, DUTCHESS COMMUNITY COLLEGE AS THE STUDENTS FOR THIS SCHOOL DO NOT REQUIRE PARKING. THEY ARE BROUGHT IN BY BUSES AND THE BUSES ARE NOT STORED ON SITE.

12. Will the proposed use generate any noise, fumes, vibration or other characteristics greater than would be the operations of any allowed use not requiring a special permit?

NO

13. What will be the overall impact of the proposed use on the site and its surroundings, considering environmental, social and economic impacts of traffic, noise, dust, odors, release of harmful substances, solid waste disposal, glare, or any other nuisances?

THE PROPOSED USE WILL NOT ADD ANY ENVIRONMENTAL, SOCIAL, ECONOMIC OR TRAFFIC IMPACTS TO THE EXISTING SITE.

14. Is the location of the proposed use consistent with the goal of creating a healthy mix of uses that enhances the viability of the Village?

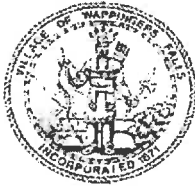
YES, THE PROPOSED USE IS CONSISTENT WITH THE GOAL OF CREATING A HEALTHY MIX OF USES THAT ENHANCE THE VIABILITY OF THE VILLAGE.

15. Is the property located in the historic district or adjacent to a historic structure?
If yes, describe the compatibility of the proposed use with the historic character and use of the structure or structures and the historic character of the site and in the surrounding area.

NO

**Supporting Documentation for a
Special Use Permit other than for an Accessory Dwelling**

1. A plot plan to convenient scale showing lot lines, the dimension(s) of all existing structures, and the locations and dimensions of any proposed structures.
2. If the proposed special use is in conjunction with the development of a lot, a formal site plan must be submitted that complies with the site plan requirements found in the Village Code. The site plan must be signed by a licensed professional engineer and shall show all required information, unless otherwise specified by the Planning Board.
3. An EAF short form (or long form if deemed necessary).
4. For any special use permit application that constitutes a land development activity, attach a storm water pollution prevention plan.
5. A copy of the deed for the property showing the current ownership, and copies of any easements for the property.
6. The owner's affidavit.
7. Photographs of the existing structure(s) are helpful but not required.



VILLAGE OF WAPPINGERS FALLS

BUILDING DEPARTMENT
OFFICE OF CODE ENFORCEMENT
OFFICE OF THE FIRE INSPECTOR
2582 SOUTH AVENUE
WAPPINGERS FALLS, NY 12590
PHONE: (845) 297-5277 FAX: (845) 296-0379
E-mail: mdao@wappingersfallsny.gov
www.wappingersfallsny.gov

APPLICATION FOR PLANNING BOARD REVIEW

Submission Date: July 3, 2025

Date of Meeting: August 7, 2025

Meetings are held at the American Legion Hall, 7 Spring Street, on the first Thursday of the month at 7:00 p.m. All information must be completely filled out and returned by the submittal deadline. For the complete list of Planning Board meeting dates and submittal deadlines go to the Building, Planning and Zoning page on the village website: www.wappingersfallsny.gov

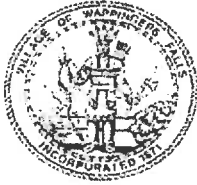
A filing fee is required in connection with any application to the Planning Board for approval.

The Planning Board is responsible for the review and approval of all applications concerning:

- ☐ Opening a new business in the Village
- ☐ Installing a new sign
- ☐ Building a new structure in a commercial zone
- ☒ Subdivision / Site Review/ Lot Line Adjustment

Items to be submitted for review: (Only items pertaining to project)

- ☒ PDF Emailed to Building Dept. and Seven (7) hard copy sets of construction/site/elevation/plans - Engineer drawings showing all areas to be affected. Or a sketch of the proposed floor plan layout (*All sets of plans must be folded*)
- ☒ Legal Documents (Right of Ways/Easements/Lease/Contracts of Sale, etc.)
- ☒ Consent Form (*The applicant must provide consent form, from homeowner authorizing him/her to file for Planning Review*)
- ☒ Application fee
- ☐ Sign permit application for proposed sign (*this is a separate application*)- Including renderings/sketch of proposed sign/ elevation/size/ exact color samples.



VILLAGE OF WAPPINGERS FALLS

BUILDING DEPARTMENT
2582 SOUTH AVENUE
WAPPINGERS FALLS, NY 12590
PHONE: (845) 297-5277 FAX: (845) 296-0379
E-mail: mdao@wappingersfallsny.gov
www.wappingersfallsny.gov

APPLICATION FOR PLANNING BOARD REVIEW

All information must be completely filled out and returned no later than the stated submission date.

Date Submitted: July 3, 2025

Date of Meeting: August 7, 2025

Property Identification:

Address: 29-31 Marshall Road, Wappingers Falls, NY 12590

Zoning District: CMU-Commercial Mixed Use Existing site area: 3.66 ac.

Owner Information:

Name: Marshall 31 LLC, Chuck Genck

Address: One Summit Court, Suite 103

City: Fishkill State: NY Zip: 12524

Contact Numbers: (H) _____ (C) 845-897-4444

(E-mail) cgenck@optonline.net

Applicant Information:

(Please provide if someone other than the property owner is the applicant)

Name: Same

Address: _____

City: _____ State: _____ Zip: _____

Contact Numbers: (H) _____ (C) _____

E-mail Address: _____

Lead Design Professional: (If applicable)

(Indicate the primary design professional associated with this application)

Name: Mark Day

Title: Engineer

☐ Architect ☒ Engineer

Company: Day Stokosa Engineering,

Address: 3 Van Wyck Lane, Wappingers Falls, NY 12590

Telephone #: 845-223-3202

E-mail Address: mday@daystokosaeng.com



VILLAGE OF WAPPINGERS FALLS
APPLICATION FOR PLANNING BOARD REVIEW
(Continued)

Proposed Site:

(Property where improvements are proposed)

Existing Use(s): FORMER DUTCHESS COMMUNITY COLLEGE CAMPUS

Proposed square footage: 1,681 S.F. of fenced in exterior fitness area

Project Description : *(Please print or type)*

(Describe the project in detail indicating all areas of work, type(s) of improvement and materials to be used as a part of the proposed improvements. Use additional sheets if necessary.)

The applicant is proposing to add two fenced in areas adjacent to the existing building to be utilized as outdoor fitness areas. The applicant is proposing a 5 ft. high chain-link fence to enclose these two areas.

Items to be submitted for review: (Only items pertaining to project)

- ☒ Seven (7) sets of plans.
- ☒ Legal Documents (Right of Ways/Easements/Lease/Contracts of Sale, etc.)
- ☒ Consent Form
- ☐ Application for proposed sign
- ☒ Application Fee
- ☒ Proof that the taxes, utility bills and fines for the property are paid in full.

With the completion of this application, I hereby state that the information provided and all Accompanying documentation is accurate to the best of my knowledge, and that the attached plans contain all information required by the appropriate checklist.


Signature of Applicant Signed

6/30/25
Date

Office use only:

[] FEE : _____ Receipt No. : _____ Cash / Check # _____ Date: _____

Revised by : _____ Revision date : _____
Zoning Administrator/Code Enforcement Officer



VILLAGE OF WAPPINGERS FALLS

Office of Building, Planning & Zoning
2582 South Avenue
Wappingers Falls, NY 12590
Phone: (845) 297-5277 Fax: (845) 296-0379
E-mail: mdao@wappingersfallsny.gov
www.wappingersfallsny.gov

CONSENT FORM

Name of property owner: 31 Marshall LLC, Chuck Genck
Address of property owner: One Summit Court, Suite 103
City: Fishkill State: New York Zip: 12524
Phone number of property owner: (Include home, work, mobile number and e-mail address):
(H) _____ (C) 845-897-4444
(W) _____ (Email) cgenck@optonline.net
Address of site where work is being conducted: 29-31 Marshall Road, Wappingers Falls, NY

Description of work: The applicant is proposing to add two fenced in areas adjacent to the existing building to be utilized as outdoor fitness areas. The applicant is proposing a 5 ft. high chain-link fence to enclose these two areas.

Name of person doing work: A-1 Fence Co.
Address of person doing work: 1593 Route 376
City: Wappingers Falls State: NY Zip: 12590
Phone number of person doing work (Include home, work, mobile numbers and e-mail address):
(H) 845-226-5495 (C) _____
(W) _____ (Email) A1fencecompanynewyork@gmail.com

I, as property owner for the above mentioned property, am aware of all work described above and give my consent to the aforementioned person to do the work.


Signature of Property Owner

6-30-25
Date Signed

PART "A"
OWNER AFFIDAVIT

State of NY }
County of Orange } ss:

Chuck Genck being duly sworn, deposes and says:

1. That I/we are the Owner(s) of the within property as described in the foregoing application for Subdivision / Lot Line Change / Site Plan / Land Contour / Aquatic Resource approval(s) and that the statements contained therein are true to the best of my/our knowledge and belief.
2. That I/we hereby authorize Day Stokosa Engineering, to act as my/our representative in all matters regarding said application(s), and that I/we have the legal right to make or authorize the making of said application.
3. That I/we understand that by submitting this application for Planning Board approval that I/we expressly grant permission to the Planning Board and its authorized representatives to enter upon the property, at all reasonable times, for the purpose of conducting inspections and becoming familiar with site conditions. I/we acknowledge that this grant of permission may only be revoked by the full withdrawal of said application from further Planning Board action.
4. That I/we understand that by submitting this application that I/we shall be responsible for the payment of all application fees, review fees, and inspection fees incurred by the Village related to this application.
5. That I/we understand that I/we, and any of our contractors and representatives shall be jointly and severally liable for all costs incurred, including environmental restoration costs, resulting from non-compliance with the approved application, and with non-compliance with any provision of the Village Code. I/we acknowledge that approval of the plan and commencement of any work related to the approved application shall constitute express permission to the Planning Board, the Building Inspector, the Planning Department, the Zoning Administrator, and any duly authorized representative of the Village of Wappingers Falls, to enter the property for the purposes of inspection for compliance with the approved application and any provision of the Town Code, whether or not any other permits have been applied for or issued for the project. I/we acknowledge that by submitting this application, and by approval of said application, including the commencement of any work related to the approved plan is an express waiver of any objection to authorized Village official(s) entering the property for the purpose of conducting inspections.
6. That I/we understand that the Village of Wappingers Falls Planning Board intends to rely on the foregoing representations in making a determination to issue the requested applications and approvals and that under penalty of perjury I/we declare that I/we have examined this affidavit and that it is true and correct.

[Signature]
Applicant/Owner

[Signature]
Applicant/Owner

Sworn to before me this 30th day of
June, 2025

Jennifer Maraday (Hannigan)
Notary Public

JENNIFER MARADAY (Hannigan)
Notary Public, State of New York
No. 01MA6150708
Qualified in Orange County
My Commission Expires 9/21/26

PART "B"
APPLICANT / AGENT AFFIDAVIT

State of NY }
County of Orange } ss:

31 Marshall LLC, Chuck Genck being duly sworn, deposes and says:

1. That I/we are the applicant named in the foregoing application for Planning Board for Subdivision / Lot Line Change / Site Plan / Land Contour / Aquatic Resource approval(s) and that the statements contained therein are true to the best of my/our knowledge and belief.
2. That he/she resides at or conducts business at One Summit Court, Fishkill in the County of Dutchess and the State of Suite 103 New York.
3. That I/we understand that by submitting this application for Planning Board approval that I/we expressly grant permission to the Planning Board and its authorized representatives to enter upon the property, at all reasonable times, for the purpose of conducting inspections and becoming familiar with site conditions. I/we acknowledge that this grant of permission may only be revoked by the full withdrawal of said application from further Planning Board action. That I/we understand that by submitting this application that I/we shall be responsible for the payment of all application fees, review fees, and inspection fees incurred by the Village related to this application.
4. That I/we understand that I/we, and any of our contractors and representatives shall be jointly and severally liable for all costs incurred, including environmental restoration costs, resulting from non-compliance with the approved application, and with non-compliance with any provision of the Village Code. I/we acknowledge that approval of the plan and commencement of any work related to the approved application shall constitute express permission to the Planning Board, the Building Inspector, the Planning Department, the Zoning Administrator, and any duly authorized representative of the Village of Wappingers Falls, to enter the property for the purposes of inspection for compliance with the approved application and any provision of the Village Code, whether or not any other permits have been applied for or issued for the project. I/we acknowledge that by submitting this application, and by approval of said application, including the commencement of any work related to the approved plan is an express waiver of any objection to authorized Village official(s) entering the property for the purpose of conducting inspections.
5. That I/we understand that the Village of Wappingers Falls Planning Board intends to rely on the foregoing representations in making a determination to issue the requested applications and approvals and that under penalty of perjury I/we declare that I/we has examined this affidavit and that it is true and correct.

[Signature]
Applicant/Agent

[Signature]
Applicant/Agent

Sworn to before me this 30 day of
June, 2025.

[Signature]
Notary Public

JENNIFER MARADAY (Hannigan)
Notary Public, State of New York
No. 01MA6150708
Qualified in Orange County
My Commission Expires 7/21/26

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part I based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

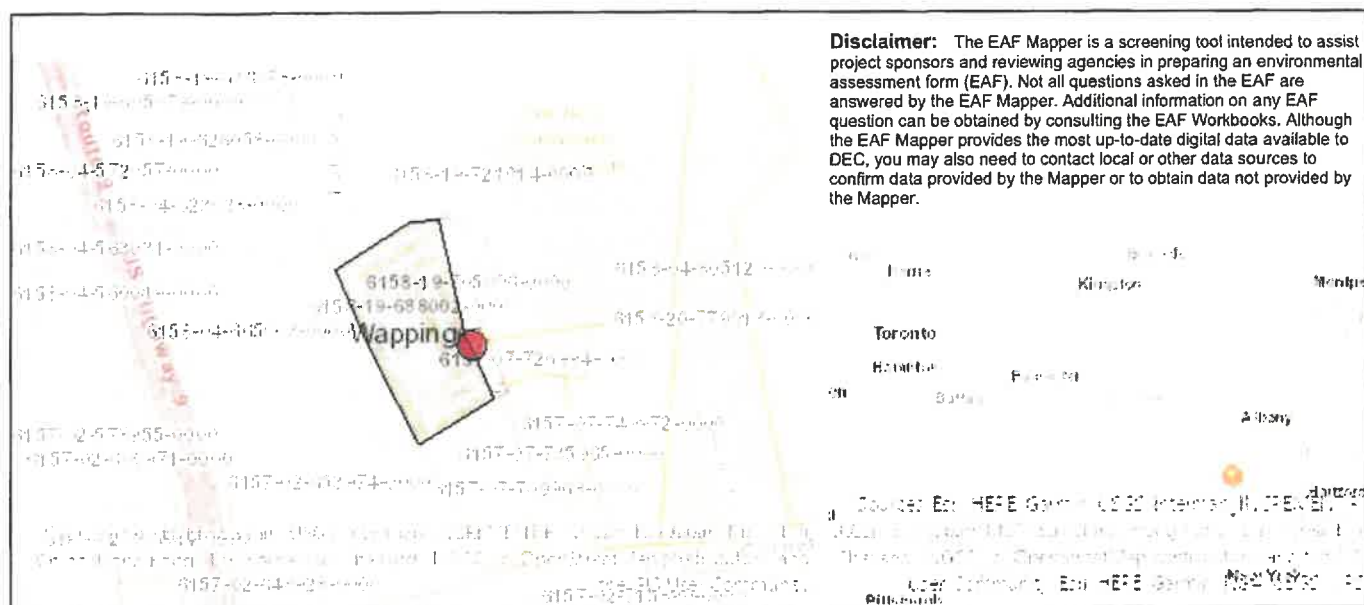
Part 1 – Project and Sponsor Information			
Name of Action or Project: Marshall 31 LLC Amended Site Plan			
Project Location (describe, and attach a location map): 29-31 Marshall Road, Wappingers Falls, NY 12590			
Brief Description of Proposed Action: The applicant is proposing to add two fenced in areas adjacent to the existing building to be utilized as outdoor fitness areas. The applicant is proposing a 5 ft. high chain-link fence to enclose these two areas.			
Name of Applicant or Sponsor: 31 Marshall LLC		Telephone: 845-897-4444 E-Mail: cgenck@optonline.net	
Address: 1 Summit Court, Suite 103			
City/PO: Fishkill		State: NY	Zip Code: 12524
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☒
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Building Department-Building Permit			YES ☒
3. a. Total acreage of the site of the proposed action? _____ 3.66 acres b. Total acreage to be physically disturbed? _____ 0.04 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 4.28 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply? N/A	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☐	
11. Will the proposed action connect to existing wastewater utilities? N/A	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat, Northern Long-...	NO	YES
	☐	☒
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☒	☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Marshall 31 LLC, Chuck Genek</u> Date: <u>6-30-25</u>		
Signature: <u></u> Title: <u>Owner/applicant</u>		

EAF Mapper Summary Report

Tuesday, June 10, 2025 3:34 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Indiana Bat, Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

July 3, 2025

Mr. Thomas Morris and Planning Board Members
Village of Wappingers Falls
2582 South Avenue
Wappingers Falls, NY 12590

Re: Marshall 31 LLC
Amended Site Plan

Dear Mr. Morris:

With this cover letter I am forwarding to you the following:

No.	Description	Date
10	Copies of the Amended Site Plan	7/3/25
10	Copies of the Application	6/30/25
10	Copies of the SEAF	6/30/25
1	Copy of each- deed, tax receipts, loan statement, & lease agreement	
1	Check in the amount of \$318.10 for the application fee	6/30/25

We are respectfully submitting this information to be placed on the next available Planning Board agenda for discussion. Should you have any questions, please do not hesitate to call me.

Very truly yours,



Anita Odell

Delivered by: _____ Date: _____

Received by: _____ Date: _____

3 Van Wyck Lane
Wappingers Falls, New York 12590
Phone: 845-223-3202

July 3, 2025

Mr. Thomas Morris and Planning Board Members
Village of Wappingers Falls
2582 South Avenue
Wappingers Falls, NY 12590

Re: Marshall 31 LLC
Amended Site Plan

Dear Mr. Morris:

With this cover letter I am forwarding to you the following:

No.	Description	Date
10	Copies of the Amended Site Plan	7/3/25
10	Copies of the Application	6/30/25
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1	Copy of each- deed, tax receipts, loan statement, & lease agreement	
1	Check in the amount of \$318.10 for the application fee	6/30/25

We are respectfully submitting this information to be placed on the next available Planning Board agenda for discussion. Should you have any questions, please do not hesitate to call me.

Very truly yours,



Anita Odell

Delivered by: _____ Date: _____

Received by: _____ Date: _____



VILLAGE OF WAPPINGERS FALLS

BUILDING DEPARTMENT
OFFICE OF CODE ENFORCEMENT
OFFICE OF THE FIRE INSPECTOR
2582 SOUTH AVENUE
WAPPINGERS FALLS, NY 12590
PHONE: (845) 297-5277 FAX: (845) 296-0379
E-mail: mdao@wappingersfallsny.gov
www.wappingersfallsny.gov

APPLICATION FOR PLANNING BOARD REVIEW

Submission Date: July 3, 2025

Date of Meeting: August 7, 2025

Meetings are held at the American Legion Hall, 7 Spring Street, on the first Thursday of the month at 7:00 p.m. All information must be completely filled out and returned by the submittal deadline. For the complete list of Planning Board meeting dates and submittal deadlines go to the Building, Planning and Zoning page on the village website: www.wappingersfallsny.gov

A filing fee is required in connection with any application to the Planning Board for approval.

The Planning Board is responsible for the review and approval of all applications concerning:

- ☐ Opening a new business in the Village
- ☐ Installing a new sign
- ☐ Building a new structure in a commercial zone
- ☒ Subdivision / Site Review/ Lot Line Adjustment

Items to be submitted for review: (Only items pertaining to project)

- ☒ PDF Emailed to Building Dept. and Seven (7) hard copy sets of construction/site/elevation/plans - Engineer drawings showing all areas to be affected. Or a sketch of the proposed floor plan layout (*All sets of plans must be folded*)
- ☒ Legal Documents (Right of Ways/Easements/Lease/Contracts of Sale, etc.)
- ☒ Consent Form (*The applicant must provide consent form, from homeowner authorizing him/her to file for Planning Review*)
- ☒ Application fee
- ☐ Sign permit application for proposed sign (*this is a separate application*)- Including renderings/sketch of proposed sign/ elevation/size/ exact color samples.



VILLAGE OF WAPPINGERS FALLS

BUILDING DEPARTMENT
2582 SOUTH AVENUE
WAPPINGERS FALLS, NY 12590
PHONE: (845) 297-5277 FAX: (845) 296-0379
E-mail: mdao@wappingersfallsny.gov
www.wappingersfallsny.gov

APPLICATION FOR PLANNING BOARD REVIEW

All information must be completely filled out and returned no later than the stated submission date.

Date Submitted: July 3, 2025 Date of Meeting: August 7, 2025

Property Identification:

Address: 29-31 Marshall Road, Wappingers Falls, NY 12590

Zoning District: CMU-Commercial Mixed Use Existing site area: 3.66 ac.

Owner Information:

Name: Marshall 31 LLC, Chuck Genck

Address: One Summit Court, Suite 103

City: Fishkill State: NY Zip: 12524

Contact Numbers: (H) _____ (C) 845-897-4444

(E-mail) cgenck@optonline.net

Applicant Information:

(Please provide if someone other than the property owner is the applicant)

Name: Same

Address: _____

City: _____ State: _____ Zip: _____

Contact Numbers: (H) _____ (C) _____

E-mail Address: _____

Lead Design Professional: (If applicable)

(Indicate the primary design professional associated with this application)

Name: Mark Day

Title: Engineer

☐ Architect ☒ Engineer

Company: Day Stokosa Engineering,

Address: 3 Van Wyck Lane, Wappingers Falls, NY 12590

Telephone #: 845-223-3202

E-mail Address: mday@daystokosaeng.com



VILLAGE OF WAPPINGERS FALLS
APPLICATION FOR PLANNING BOARD REVIEW
(Continued)

Proposed Site:

(Property where improvements are proposed)

Existing Use(s): FORMER DUTCHESS COMMUNITY COLLEGE CAMPUS

Proposed square footage: 1,681 S.F. of fenced in exterior fitness area

Project Description : *(Please print or type)*

(Describe the project in detail indicating all areas of work, type(s) of improvement and materials to be used as a part of the proposed improvements. Use additional sheets if necessary.)

The applicant is proposing to add two fenced in areas adjacent to the existing building to be utilized as outdoor fitness areas. The applicant is proposing a 5 ft. high chain-link fence to enclose these two areas.

Items to be submitted for review: (Only items pertaining to project)

- ☒ Seven (7) sets of plans.
- ☒ Legal Documents (Right of Ways/Easements/Lease/Contracts of Sale, etc.)
- ☒ Consent Form
- ☐ Application for proposed sign
- ☒ Application Fee
- ☒ Proof that the taxes, utility bills and fines for the property are paid in full.

With the completion of this application, I hereby state that the information provided and all Accompanying documentation is accurate to the best of my knowledge, and that the attached plans contain all information required by the appropriate checklist.


Signature of Applicant Signed

6/30/25
Date

Office use only:

[] FEE : _____ Receipt No. : _____ Cash / Check # _____ Date: _____

Revised by : _____ Revision date : _____
Zoning Administrator/Code Enforcement Officer



VILLAGE OF WAPPINGERS FALLS

Office of Building, Planning & Zoning
2582 South Avenue
Wappingers Falls, NY 12590
Phone: (845) 297-5277 Fax: (845) 296-0379
E-mail: mdao@wappingersfallsny.gov
www.wappingersfallsny.gov

CONSENT FORM

Name of property owner: 31 Marshall⁴ LLC, Chuck Genck

Address of property owner: One Summit Court, Suite 103

City: Fishkill State: New York Zip: 12524

Phone number of property owner: (Include home, work, mobile number and e-mail address):

(H) _____ (C) 845-897-4444

(W) _____ (Email) cgenck@optonline.net

Address of site where work is being conducted: 29-31 Marshall Road, Wappingers Falls, NY

Description of work: The applicant is proposing to add two fenced in areas adjacent to the existing building to be utilized as outdoor fitness areas. The applicant is proposing a 5 ft. high chain-link fence to enclose these two areas.

Name of person doing work: A-1 Fence Co.

Address of person doing work: 1593 Route 376

City: Wappingers Falls State: NY Zip: 12590

Phone number of person doing work (Include home, work, mobile numbers and e-mail address):

(H) 845-226-5495 (C) _____

(W) _____ (Email) A1fencecompanynewyork@gmail.com

I, as property owner for the above mentioned property, am aware of all work described above and give my consent to the aforementioned person to do the work.


Signature of Property Owner

6-30-25
Date Signed

State of NY }
County of Orange } ss:

being duly sworn, deposes and says:

- Applicant/Owner

Applicant/Owner

June

20 25

Notary Public

JENNIFER MARADAY (Hannigan)
Notary Public, State of New York
No. 01MA6150708
Qualified in Orange County
My Commission Expires 9/21/2016

State of NY }
County of Orange } SS:

being duly sworn, deposes and says:

- Applicant/Agent

Applicant/Agent

Sworn to before me this 30 day of June, 2025.

Justin Moraday (Hunigan)
Notary Public

JENNIFER MARADAY (Hannigan)
Notary Public, State of New York
No. 01MA6150708
Qualified in Orange County
My Commission Expires 9/21/20

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Marshall 31 LLC Amended Site Plan			
Project Location (describe, and attach a location map): 29-31 Marshall Road, Wappingers Falls, NY 12590			
Brief Description of Proposed Action: The applicant is proposing to add two fenced in areas adjacent to the existing building to be utilized as outdoor fitness areas. The applicant is proposing a 5 ft. high chain-link fence to enclose these two areas.			
Name of Applicant or Sponsor: 31 Marshall LLC		Telephone: 845-897-4444 E-Mail: cgenck@optonline.net	
Address: 1 Summit Court, Suite 103			
City/PO: Fishkill		State: NY	Zip Code: 12524
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☒ YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Building Department-Building Permit			NO ☐ YES ☒
3. a. Total acreage of the site of the proposed action?		3.66 acres	
b. Total acreage to be physically disturbed?		0.04 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		4.28 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply? N/A	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☐	
11. Will the proposed action connect to existing wastewater utilities? N/A	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

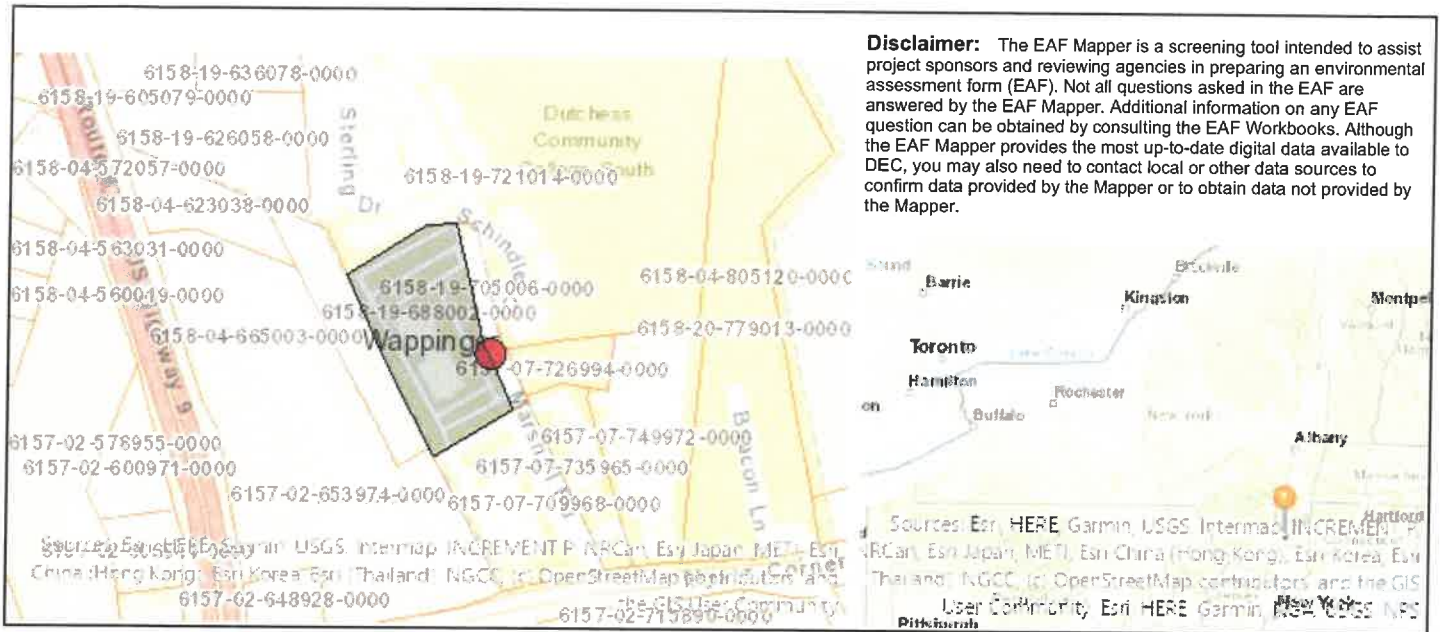
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat, Northern Long-...	NO	YES
	☐	☒
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☒	☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☐

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☒	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Marshall 31 LLC, Chuck Genek</u> Date: <u>6/30/25</u>		
Signature: <u></u> Title: <u>Owner/applicant</u>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Indiana Bat, Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

**BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S
ACTS (INDIVIDUAL OR CORPORATION)**

FORM 8007

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 20 day of December, 2012,

between

HOLLOWBROOK OF DUTCHESS, LLC, c/o Leonard S. Turetzky, 86 Alda Drive, Poughkeepsie, New York 12603, party of the first part, and

MARSHALL 31 LLC, One Summit Court, Fishkill, New York 12524, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and No Cents (\$10.00), lawful money of the United States, and other consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Wappinger Falls, the Town of Wappinger, County of Dutchess, State of New York, more particularly described on Schedule A attached hereto.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

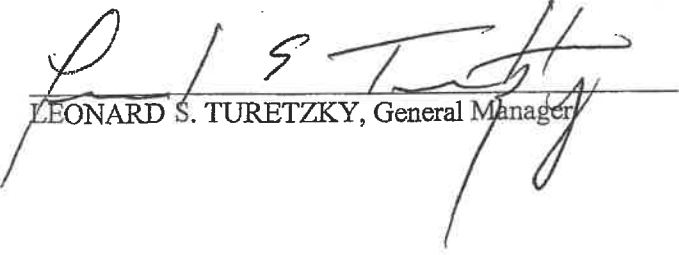
AND the party of the first part, covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

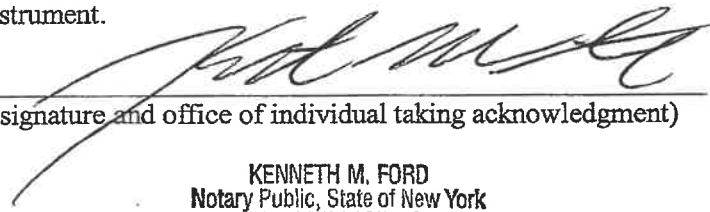
HOLLOWBROOK OF DUTCHESS, LLC


LEONARD S. TURETZKY, General Manager

Acknowledgment by a Person Within New York State (RPL § 309-a)

STATE OF NEW YORK)
COUNTY OF ~~DUTCHESS~~ WESTCHESTER) ss.:
)

On the 20 day of December in the year 2012, before me, the undersigned, personally appeared LEONARD S. TURETZKY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(signature and office of individual taking acknowledgment)

KENNETH M. FORD
Notary Public, State of New York
No. 01F05025175
Qualified in Westchester County
Commission Expires March 21, 2014

DEED

Title No. NYT15892

HOLLOWBROOK OF
DUTCHESS LLC

To
MARSHALL 31 LLC

Section 6158

Block 19

Lots 688002 & 705006

County or Town WAPPINGER

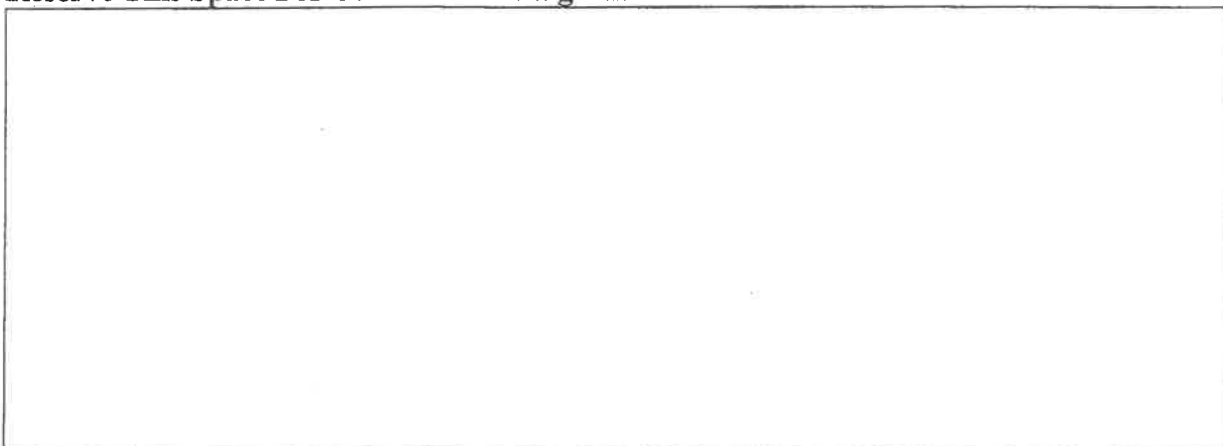
Street Address 29-31 Marshall Road

Wappinger Falls, New York 12524

Return By Mail To:

Nicholas Capuano, Esq.
715 Hanover Street, 2nd Floor
Yorktown Heights, New York 10598

Reserve This Space For Use Of Recording Office

A large, empty rectangular box with a thin black border, intended for use by the recording office. It occupies the upper half of the page below the header text.

NEW YORK TITLE RESEARCH CORPORATION

as Agent for
Stewart Title Insurance Company

LOAN POLICY SCHEDULE A DESCRIPTION

Title Number: NYT15892

Policy Number: 8912-0001036177

PARCEL I

ALL that plot, piece or parcel of land, lying and being in the Village of Wappinger Falls, the Town of Wappinger, County of Dutchess, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly line of land now or formerly of the Wappinger Shopping Center, LLC as described in Document No. 02-2003-8783, said point being the northwesterly corner of the lands now or formerly of PNL Newco II, LLC as described in Document No. 02-2011-4866, said point being located the following two (2) courses and distances from the northerly line of Meyers Corners Road, as measured along the division between said lands of PNL Newco II, LLC and the lands now or formerly of the Wappinger Shopping Center, LLC, North 12 degrees 55 minutes 30 seconds West, 233.07 feet and North 15 degrees 33 minutes 00 seconds West, 190.00 feet, said point of beginning also being the southwesterly corner of the herein described parcel, said point being marked by an 8 inch spike set in the pavement;

THENCE along the division line between the herein described parcel and the lands now or formerly of the Wappinger Shopping Center, LLC and lands now or formerly of Pie Shaped Development Corporation as described in Liber 1883 of deeds at page 851, North 15 degrees 33 minutes 00 seconds West, 213.32 feet and North 13 degrees 15 minutes 40 seconds West, 360.00 feet to a capped iron rod set, said point being the northwesterly corner of the herein described parcel and the southwesterly corner of the lands now or formerly of Riverbend at Wappinger Falls, LLC, as described in Document No. 02-2005-8393;

THENCE along the division line between the herein described parcel and the lands now or formerly of Riverbend at Wappinger Falls, LLC, North 76 degrees 44 minutes 20 seconds East, 285.00 feet to a mag nail set in the pavement and South 82 degrees 15 minutes 00 seconds East, 90.00 feet to a capped iron rod set;

THENCE along other lands of Hollowbrook at Dutchess, LLC, as described in Liber 2007 of deeds at page 434 and being the westerly line of a 50 foot wide right-of-way, South 08 degrees 20 minutes 20 seconds West, 356.65 feet to an iron rod found and South 14 degrees 31 minutes 57 seconds East, 200.00 feet to the southeasterly corner of the herein described parcel, said point being on the northerly bounds of the lands now or formerly of PNL Newco II, LLC, as described in Document No. 02-2011-4866;

THENCE along the division line between the herein described parcel and said lands now or formerly of PNC Newco II, LLC, South 74 degrees 27 minutes 00 seconds West, 233.83 feet to the point and place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of a certain 50 foot wide right-of-way for ingress and egress in common with debtor as recorded in Liber 2007 page 434, Liber 1603 page 85 and in Liber 1866 page 40, and as amended by Document No. 02-2005-8416.

TOGETHER with the benefits and subject to the burdens of a certain Parking Easement by and between Hollowbrook of Dutchess LLC and Pie Shaped Development Corp. as to the westerly portion of said premises, to be recorded in the Dutchess County Clerk's Office.

**SCHEDULE A DESCRIPTION
CONTINUED**

Title Number: **NYT15892**

Policy Number: **8912-0001036177**

PARCEL II

ALSO ALL that certain plot, piece or parcel of land, lying and being in the Village of Wappinger Falls, Town of Wappinger, County of Dutchess and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly line of the lands now or formerly of Kortwright as described in Document No. 02-2023-2138, said point being the northeasterly corner of the lands now of formerly of PNL Newco II, LLC, as described in Document No. 02-2011-4866 and said point being the southeasterly corner of the herein described parcel;

THENCE along the division line between the herein described parcel and said lands now or formerly of PNL Newco II, LLC, South 74 degrees 27 minutes 00 seconds West, 50.00 feet;

THENCE along the division line between the herein described parcel and the other lands now or formerly of Hollowbrook at Dutchess, LLC, as described in Liber 2007 of deeds at page 434, North 14 degrees 31 minutes 57 seconds West, 200.00 feet and North 08 degrees 20 minutes 20 seconds East, 356.65 feet to a capped iron rod set, said point being the northwesterly corner of the herein described parcel;

THENCE along the division line between the herein described parcel and the lands now or formerly of Riverbend at Wappinger Falls, LLC, as described in Document No. 02-2005-8393, the lands now or formerly of Lee Niznik, as described in Liber 2020 of deeds at page 461 and the lands now or formerly of Kortwright as described in Document No. 02-2012-2138, South 81 degrees 39 minutes 40 seconds West, 50.00 feet, South 08 degrees 20 minutes 20 seconds West, 346.54 feet and South 14 degrees 31 minutes 57 seconds East, 189.00 feet to the point and place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of a certain 50 foot wide right-of-way for ingress and egress in common with debtor as recorded in Liber 2007 page 434, Liber 1603 page 85 and in Liber 1866 page 40, and as amended by Document No. 02-2005-8416.

TOWN OF WAPPINGER: TOWN & COUNTY 2025 TAXES

FISCAL YEAR: 01/01/2025 to 12/31/2025

WARRANT DATE: 12/18/2024

STATE AID - COUNTY: \$112,605,652.00

TOWN: \$266,900.00

MAKE CHECK PAYABLE TO:

LEE ANNE TRENO
RECEIVER OF TAXES
20 MIDDLEBUSH ROAD
WAPPINGERS FALLS, NY 12590

TO PAY IN PERSON:

Town Hall
Monday - Friday
8:30AM - 4:00 PM

PROPERTY INFORMATION:

TAX MAP #: 135601 6158-19-688002-0000

DIMENSION: 3.65 acres

RS: 1 CLASS: Office bldg.

ADDRESS: 29-31 Marshall Rd

SCHOOL: Wappingers CSD

FULL MARKET VALUE:

2677500.00

UNIFORM % OF VALUE:

100.00

ASSESSMENT:

2677500

PROPERTY OWNER:

Marshall 31 LLC
One Summit Ct
Fishkill, NY 12524

RECEIPT

If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and to inquire about exemptions. Any reduction in assessment will NOT be reflected on this bill.

LEVY DESCRIPTION	TAX LEVY	% Change From Prior YR Levy	RATE	TAXABLE VALUE	AMOUNT DUE
NON-HOMESTEAD PARCEL		0.0000	0.00000000	0.00	0.00
COUNTY TAX	102108559	2.8000	2.16913700	2677500.00	5807.86
TOWN INSIDE TAX	429619	1.6000	1.20776500	2677500.00	3233.79

PAYMENTS RECEIVED

Receipt#: 2590

Date Paid: 02/13/2025

Full Payment - Multi-Payment

Tax: 9041.65

Penalty: 0.00

Surcharge: 0.00

Notice Fee: 0.00

Ret. Check Fee: 0.00

Cash: 0.00

Check: 9041.65

Check #: 49085

Received from LERETA LLC DBA ACCUMATCH - Via Mail: \$9041.65

TOTAL TAXES PAID TO DATE: \$9041.65

PAID IN FULL

TOWN OF WAPPINGER: TOWN & COUNTY 2025 TAXES

FISCAL YEAR: 01/01/2025 to 12/31/2025

WARRANT DATE: 12/18/2024

STATE AID - COUNTY: \$112,605,652.00

TOWN: \$266,900.00

MAKE CHECK PAYABLE TO:

LEE ANNE FRENO
RECEIVER OF TAXES
20 MIDDLEBUSH ROAD
WAPPINGERS FALLS, NY 12590

TO PAY IN PERSON:

Town Hall
Monday - Friday
8:30AM - 4:00 PM

PROPERTY INFORMATION:

TAX MAP #: 135601 6158-19-705006-0000

DIMENSION: 0.62 acres

RS: 1 CLASS: Vacant comm

ADDRESS: Marshall Rd

SCHOOL: Wappingers CSD

FULL MARKET VALUE: 44100.00

UNIFORM % OF VALUE: 100.00

ASSESSMENT: 44100

PROPERTY OWNER:

Marshall 31 LLC
One Summit Ct
Fishkill, NY 12524

RECEIPT

If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and to inquire about exemptions. Any reduction in assessment will NOT be reflected on this bill.

LEVY DESCRIPTION	TAX LEVY	% Change From Prior YR Levy	RATE	TAXABLE VALUE	AMOUNT DUE
NON-HOMESTEAD PARCEL		0.0000	0.00000000	0.00	0.00
COUNTY TAX	102108559	2.8000	2.16913700	44100.00	95.66
TOWN INSIDE TAX	429619	1.6000	1.20776500	44100.00	53.26

PAYMENTS RECEIVED

Receipt#: 2589

Date Paid: 02/13/2025

Full Payment - Multi-Payment

Ret. Check Fee: 0.00

Tax: 148.92

Penalty: 0.00

Surcharge: 0.00

Notice Fee: 0.00

Cash: 0.00

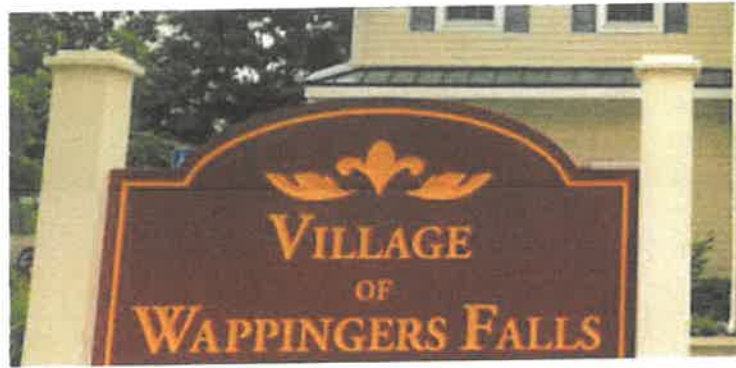
Check: 148.92

Check #: 49085

Received from LERETA LLC DBA ACCUMATCH - Via Mail: \$148.92

TOTAL TAXES PAID TO DATE: \$148.92

PAID IN FULL



Block/Lot/Qual: 135.601 6158 196.880-020000	Tax Account Id: 1022
Property Location: 29-31 MARSHALL RD	Zoning Code:
Owner Name/Address: MARSHALL 31 LLC	Land Value: 2,677,500
ONE SUMMIT CT	Improvement Value: 0
FISHKILL, NY 12524	Exempt Value: 0
	Total Assessed Value: 2,677,500
	Deductions: None

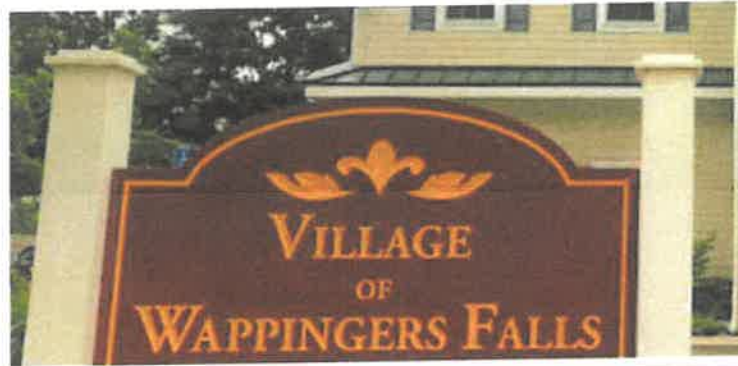
Taxes **Utilities**

Make a Payment

Year	Due Date	Type	Billed	Balance	Interest	Total Due	Status
2025	10/31/2025	Tax	29,752.15	29,752.15	0.00	29,752.15	OPEN
2024	07/01/2024	Tax	41,823.05	0.00	0.00	0.00	PAID
2023	10/31/2023	Tax	41,049.83	0.00	0.00	0.00	PAID

Last Payment: 06/27/24

[Return to Home](#)



Block/Lot/Qual:	135.601 6158 197.050-060000	Tax Account Id:	1023
Property Location:	MARSHALL RD	Zoning Code:	
Owner Name/Address:	MARSHALL 31 LLC	Land Value:	44,100
	ONE SUMMIT CT	Improvement Value:	0
	FISHKILL, NY 12524	Exempt Value:	0
		Total Assessed Value:	44,100
		Deductions:	None

Taxes

Make a Payment

Year	Due Date	Type	Billed	Balance	Interest	Total Due	Status
2025	10/31/2025	Tax	490.03	490.03	0.00	490.03	OPEN
2024	07/01/2024	Tax	492.04	0.00	0.00	0.00	PAID
2023	10/31/2023	Tax	482.94	0.00	0.00	0.00	PAID

Last Payment: 06/27/24

[Return to Home](#)

IN PERSON PAYMENT	Town of Wappinger Town Hall 20 Middlebush Road Wappingers Falls, NY 12590 Monday - Friday 8:30am - 4:00pm online: townofwappingerny.gov
	MAKE CHECKS PAYABLE TO: Lee A. Freno, Receiver of Taxes 20 Middlebush Road Wappingers Falls, NY 12590 845-297-4342

Marshall 31 LLC
One Summit Ct
Fishkill, NY 12524

STATEMENT OF SCHOOL TAXES WAPPINGERS CENTRAL SCHOOL DISTRICT				
Page No.	Roll Sect.	SWIS Code	Bill No.	Sequence No.
1 of 1	1	135601	664	592
Fiscal Year		Warrant Dated	Bank Code	Account No.
7/1/2024 to 6/30/2025		8/12/2024	0160670	19688002
Estimated State Aid			NYS Tax & Finance School District Code	
SCHL 98,728,041			665	

FOR YOUR INFORMATION
SEE REVERSE SIDE FOR MORE INFORMATION

PROPERTY IDENTIFICATION		The assessor estimates the Full Market Value of this property as of July 1, 2023 was: 3,570,000 The Total Assessed Value of this property is: 3,570,000 The Uniform Percentage of Value used to establish assessments was: 100.00					
PARCEL ID	135601-6158-19-688002-0000	For an explanation of the grievance process, please contact the local assessor and ask for the booklet entitled 'Contesting Your Assessment'. This booklet is also available from the Dutchess County Real Property Tax Service Agency or the NYS Office of Real Property Tax Services website at http://www.tax.ny.gov/pdf/publications/orpts/grievancebooklet.pdf . Please note that the period for filing complaints on the above assessment has passed.					
LOCATION	29-31 Marshall Rd						
ACREAGE	3.65						
SCHOOL	Wappingers CSD						
PROPERTY CLASS	464 - Office bldg.						
Exemption	Value	Tax Purpose	Full Value Estimate	Exemption	Value	Tax Purpose	Full Value Estimate
PROPERTY TAXES							
Taxing Purpose	Total Levy	% Change in Levy from Prior Year *	Taxable Assessed Value or Units	Rates per \$1000 or per Units	Tax Amounts		
NON-HOMESTEAD PARCEL VILLAGE OF V. Wappingers Falls School Taxes	190,231,957	3.3	3570,000.00	18.420162	65,759.98		

RECEIVED SEP 23 2024

* This is the percent of increase or decrease of the current year's tax levy over the previous year's tax levy. This does not represent the total percent of your tax increase or decrease. The tax levy is the total amount to be raised by property taxes.

PENALTY SCHEDULE			
If Paid between	Amount	Penalty/Interest	Total Due
Today - 10/15/2024	65,759.98	0.00	\$65,759.98
10/16/2024 - 10/31/2024	65,759.98	1,315.20	\$67,075.18

TOTAL TAX DUE:	\$65,759.98
Due by:	10/15/2024
After this date see penalty schedule	

Taxes paid by _____ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. INCLUDE YOUR PHONE NUMBER ON YOUR CHECK. FOR A RECEIPT OF PAYMENT, PLACE A CHECK MARK IN THIS BOX [] AND RETURN THE ENTIRE BILL WITH PAYMENT.

WAPPINGERS CENTRAL SCHOOL DISTRICT RECEIVER'S STUB			Bill No.	664
Town of:	V. Wappingers Falls		135601	6158-19-688002-0000
School:	Wappingers CSD		Bank Code	0160670
Property Address:	29-31 Marshall Rd			
Marshall 31 LLC				
One Summit Ct				
Fishkill, NY 12524				
	Penalty Schedule			
Pay By	Penalty/Interest	Total Due		
10/15/2024	0.00	\$65,759.98		
10/31/2024	1,315.20	\$67,075.18		
			TOTAL TAXES DUE	
			\$65,759.98	





Village of Wappingers Falls
2582 South Avenue
Wappingers Falls, NY 12590
(845)297-8773 Ext: 1

UTILITY BILL

ACCOUNT INFORMATION

ACCOUNT NO: 1677-0
LOCATION: 29 MARSHALL ROAD
BILLING DATE: 04/11/25
DUE DATE: 05/13/25
BILLING PERIOD: 02/01/25 to 03/30/25

SWIS/MAP/BLOCK/U

135601-6158-19-688002-0000

AMOUNT DUE

LAST PAYMENT: DATE: 03/13/25 AMOUNT: 414.24
PREVIOUS BALANCE: 19.72
CURRENT CHARGES: 394.52
IF PAID ON OR BEFORE 05/13/25: 374.80
IF PAID AFTER 05/13/25: 393.54

CURRENT METER ACTIVITY

	PREVIOUS READING	CURRENT READING	USAGE
WATER	01/15/25 186600	03/17/25 186615	15

CURRENT CHARGES DETAIL

DESCRIPTION	UNITS	FLAT	USAGE	TOTAL
2 COMM	1.00	201.78	0.45	202.23
2 COMM SEWER	1.00	191.88	0.41	192.29

SPECIAL MESSAGE

***** PLEASE READ *****

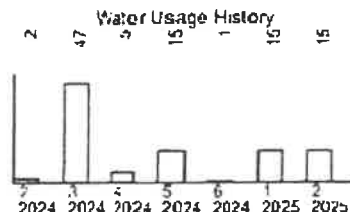
To view your bill and make payments online, visit our website <https://www.wappingersfallsny.gov>
Payments can be made in person at the Village Hall, 2582 South Avenue, Wappingers Falls, NY 12590, between 11:30am-3:45 pm. For your convenience there is a drop box in the lobby that can be accessed during business hours of 8:30-4:00. There is also a drop box in the door for after hours. We accept cash, check, money order or credit card in person or online (online 2.95% fee charged by bank). There is a \$5.00 per unit per month for RGD and 5% penalty for water/sewer. We no longer accept credit card payments over the phone. ***CASH payments will be accepted between 11:30am - 3:45pm, Monday - Friday ONLY when the Receptionist is present.*** ALL OTHER PAYMENTS CAN BE PUT IN ONE OF THE DROP BOXES AND RECEIPTS WILL BE MAILED. You can also mail your payment to the above address. **THE PROPERTY OWNER IS RESPONSIBLE FOR THIS BILL, IF UNPAID. CHARGES ON THIS BILL ARE A LIEN ON THE PROPERTY.

**Tampering with meters & outside read-outs and unmetered connections before the meter is illegal & subject to civil/criminal action (as per Village Code #148-9-c).

***Note: Sodium Restricted Diets-Water containing more than 20 mg/l of sodium should not be used for drinking by people on severely restricted sodium diets. The sodium level is currently 140mg/L.

PLEASE VISIT OUR WEBSITE TO VIEW THE ANNUAL DRINKING WATER REPORT OR VISIT THE VILLAGE HALL FOR A COPY***

<https://wipp.odmundsassoc.com/Wipp/?wippid=WPFV>



PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

ACCOUNT INFORMATION

ACCOUNT NO: 1677-0
LOCATION: 29 MARSHALL ROAD
BILLING DATE: 04/11/25 YEAR: 2025 PERIOD: 2
SWIS/MAP/BLOCK/U 135601-6158-19-688002-0000

AMOUNT DUE

DUE DATE: 05/13/25
IF PAID ON OR BEFORE 05/13/25: 374.80
IF PAID AFTER 05/13/25: 393.54

AMOUNT ENCLOSED

MAKE CHECKS PAYABLE TO:

Village of Wappingers Falls
2582 South Avenue
Wappingers Falls, NY 12590

MARSHALL 31 LLC
1 SUMMIT CT SUITE 103
FISHKILL, NY 12424





Village of Wappingers Falls
2582 South Avenue
Wappingers Falls, NY 12590
(845)297-8773 Ext: 1

UTILITY BILL

ACCOUNT INFORMATION

ACCOUNT NO: 1676-0
LOCATION: 29-31 MARSHALL ROAD
BILLING DATE: 04/11/25
DUE DATE: 05/13/25
BILLING PERIOD: 02/01/25 to 03/30/25

SWIS/MAP/BLOCK/LI 135601-6157 07-709968-0000

AMOUNT DUE

LAST PAYMENT: DATE: 03/13/25 AMOUNT: 1,806.00
PREVIOUS BALANCE: \$6.00
CURRENT CHARGES: 1,725.57
IF PAID ON OR BEFORE 05/13/25: 1,639.57
IF PAID AFTER 05/13/25: 1,721.55

CURRENT METER ACTIVITY

	PREVIOUS READING	CURRENT READING	USAGE
WATER	01/15/25 227906	03/17/25 228437	531

SPECIAL MESSAGE

***** PLEASE READ *****

To view your bill and make payments online, visit our website <https://www.wappingersfallsny.gov>
Payments can be made in person at the Village Hall, 2582 South Avenue, Wappingers Falls, NY 12590, between 11:30am-3:45 pm. For your convenience there is a drop box in the lobby that can be accessed during business hours of 8:30-4:00. There is also a drop box in the door for after hours. We accept cash, check, money order or credit card in person or online (online-2.95% fee charged by bank). There is a \$5.00 per unit per month for RGD and 5% penalty for water/sewer. We no longer accept credit card payments over the phone
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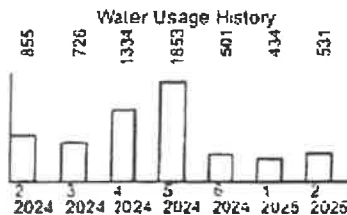
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PLEASE VISIT OUR WEBSITE TO VIEW THE ANNUAL DRINKING WATER REPORT OR VISIT THE VILLAGE HALL FOR A COPY***

<https://wipp.edmundsassoc.com/Wipp/?wippid=WPFV>

CURRENT CHARGES DETAIL

DESCRIPTION	UNITS	FLAT	USAGE	TOTAL
B COMM	1 00	807.12	15.93	823.05
B COMM SEWER	1 00	887.92	14.60	902.52



PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

ACCOUNT INFORMATION

ACCOUNT NO: 1676-0
LOCATION: 29-31 MARSHALL ROAD
BILLING DATE: 04/11/25 YEAR: 2025 PERIOD: 2
SWIS/MAP/BLOCK/LI 135601-6157-07-709968-0000

AMOUNT DUE

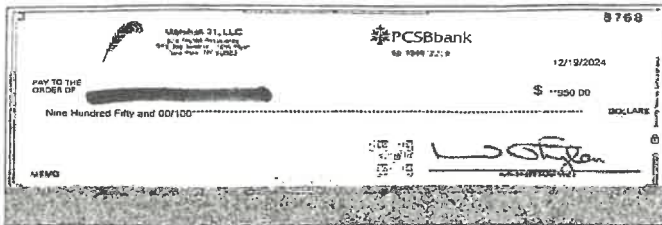
DUE DATE: 05/13/25
IF PAID ON OR BEFORE 05/13/25: 1,639.57
IF PAID AFTER 05/13/25: 1,721.55

AMOUNT ENCLOSED

MAKE CHECKS PAYABLE TO:

Village of Wappingers Falls
2582 South Avenue
Wappingers Falls, NY 12590

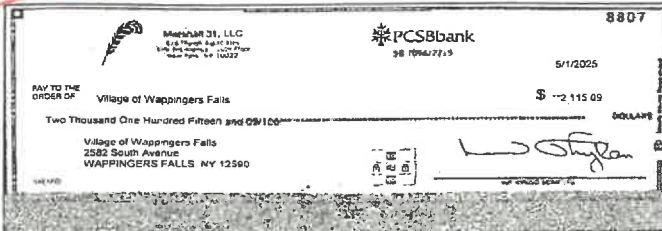
MARSHALL 31 LLC
1 SUMMIT COURT-SUITE 103
FISHKILL, NY 12524



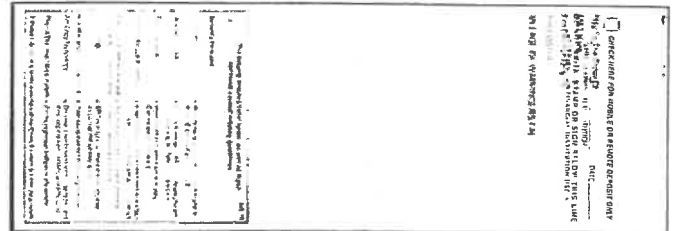
Check 8768 Amount \$950.00 Date 5/27/2025



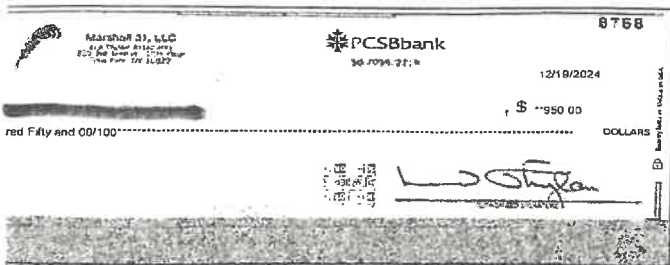
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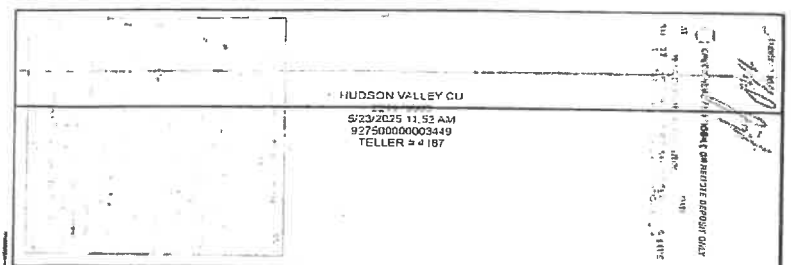
Check 8807 Amount \$2,115.09 Date 5/15/2025



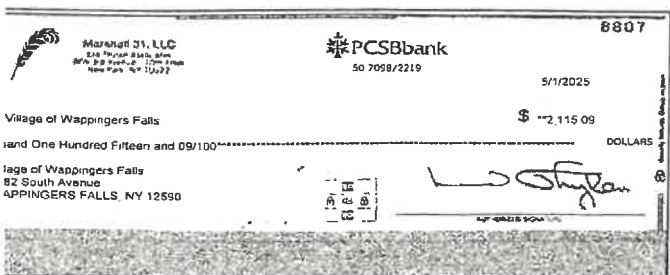
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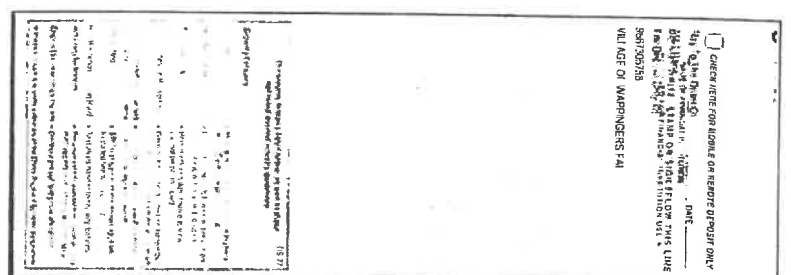
Check 8768 Amount \$950.00 Date 5/27/2025



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Check 8807 Amount \$2,115.09 Date 5/15/2025



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 413 0.5070 MB 0.622 3 6 21
 MARSHALL 31 LLC
 805 THIRD AVE 10TH FLOOR
 NEW YORK NY 10022-7587

PAGE: 1

Loan Statement for the period 1/01/24 to 12/31/24

Account Number 2030102570

DATE	PRINCIPAL	INTEREST	ESCROW	OTHER	LATE CHG	ESCROW BALANCE	PRINCIPAL BALANCE
BEGINNING BALANCE						56,753.42	2,392,816.88
1/16	6086.06	8248.95	11010.40			67,763.82	2,386,730.82
2/02	Real Estate Taxes		12571.95*	✓		55,191.87	2,386,730.82
2/02	Real Estate Taxes		147.91*	✓		55,043.96	2,386,730.82
2/12	6103.90	8231.11	11010.40			66,054.36	2,380,626.92
3/11	6656.64	7678.37	11010.40			77,064.76	2,373,970.28
4/11	6150.61	8184.40	11010.40			88,075.16	2,367,819.67
5/13	6435.44	7899.57	11010.40			99,085.56	2,361,384.23
6/11	6192.77	8142.24	11010.40			110,095.96	2,355,191.46
6/17	Real Estate Taxes		41823.05*	✓		68,272.91	2,355,191.46
6/17	Real Estate Taxes		492.04*	✓		67,780.87	2,355,191.46
7/11	5199.90	11805.92	11010.40			78,791.27	2,349,991.56
8/12	4835.28	12170.54	11010.40			89,801.67	2,345,156.28
9/11	4860.11	12145.71	11010.40			100,812.07	2,340,296.17
9/24	Real Estate Taxes		65759.98*	✓		35,052.09	2,340,296.17
9/24	Real Estate Taxes		812.33*	✓		34,239.76	2,340,296.17
10/11	5276.72	11729.10	11010.40			45,250.16	2,335,019.45
11/12	4912.63	12093.19	11010.40			56,260.56	2,330,106.82
12/11	5326.85	11678.97	8823.54			65,084.10	2,324,779.97
Total	68036.91	120008.07	129937.94				
	✓	✓	121607.26*				

*Denotes Debit

INTEREST PAID YEAR TO DATE \$120,008.07 ✓

041200051001010

LEASE AGREEMENT

This lease ("Lease") made as of March ____, 2025 between **Marshall 31 LLC**, a New York limited liability company having an address c/o Thylan Associates, Inc., 805 Third Avenue, 10th Floor, New York, New York 10022 ("Landlord"), and **School District Number 12 for the Towns of Greenburgh and North Castle**, a New York State Special Act School District having an address at 71 South Broadway, Dobbs Ferry, New York 10522 ("Tenant").

1. Demised Premises. Landlord leases to Tenant approximately Thirty-Eight thousand five hundred (38,500) rentable square feet of space ("Demised Premises") comprised of the Second Floor (25,000 SF) and part of the First Floor (13,500 SF) of the building ("Building") located at 29 Marshall Road, Wappingers Falls, New York ("Property") and depicted on the floor plan(s) attached as Exhibit "A".

2. Term. The primary term ("Term") of this Lease shall be fifteen (15) years. The Term shall commence on the date on which Landlord completes Landlord's Work ("Commencement Date"), which Landlord shall use its best efforts to cause to occur no later than June 1, 2025; however, if said work is not completed by June 1, 2025 and after Landlord's best efforts, no monetary damages or claims against Landlord will accrue. Landlord shall give notice to Tenant not less than thirty (30) days prior to the date on which Landlord expects to have Landlord's Work completed and a temporary or permanent certificate of occupancy issued by the governmental body having jurisdiction. Notwithstanding the foregoing, the Commencement Date shall not occur until the later of (a) thirty (30) days after such notice is given and (b) the date on which Landlord's Work is completed. Tenant's obligation to pay Rent to Landlord shall commence on the Commencement Date (subject to rent credits as provided in Exhibit "B"). Notwithstanding the stated Term, Tenant shall have the one-time right after the seventh (7th) anniversary of the Commencement Date to terminate this Lease and also after the eleventh (11th) anniversary of the Commencement Date to terminate this Lease on not less than twelve (12) months' prior written notice to Landlord, in the event that Tenant shall have lost all or a major part of the funding for its operations in the Premises; and in the event of such termination, Tenant shall pay to Landlord a termination fee equal to \$1,363,339 in the event of such termination after the seventh (7th) anniversary or \$685,684 in the event of such termination after the eleventh (11th) anniversary.

3. Rent. Tenant hereby agrees to pay to Landlord for the use and occupancy of the Demised Premises during the Term, at the times and in the manner herein provided, the Rent (as set forth below), at Landlord's address set forth above or as otherwise directed by Landlord. The Rent shall be payable in equal monthly installments, in advance, on the first day of each calendar month (subject to free rent periods as provided in Exhibit "B"). The Rent for the first lease year (one-year period beginning on the Commencement Date and each anniversary thereof during the Term) shall be at the rate of **\$19.09 per square foot per annum**, and shall be escalated for subsequent lease years by not more than 2.5% annually, as set forth on Exhibit "B."

4. Taxes.

(a) In addition to Rent, Tenant shall pay to Landlord, Tenant's Proportionate Share of Landlord's Real Estate Taxes that exceed Landlord's Real Estate Taxes for calendar year 2025. Notwithstanding the foregoing, Tenant shall not be responsible for any such payments for the period of twelve (12) months beginning on the Commencement Date.

(b) Tenant's "Proportionate Share" shall mean the fraction represented by the number of rentable square feet leased to Tenant hereunder (38,500 square feet) as a percentage of the total number of gross square feet in the building (51,000 square feet) in which the Demised Premises are located.

(c) "Landlord's Real Estate Taxes" shall mean the cost of all real estate taxes, general assessments, and special assessments levied for any reason on, or attributable to, the Property and reasonable costs associated with challenging such taxes and assessments.

(d) Intentionally omitted.

(e) Within one hundred twenty (120) days following the end of each calendar year, Landlord shall furnish Tenant a statement covering such calendar year just expired, showing Landlord's Real Estate Taxes for that year and the amount of Tenant's Proportionate Share of such costs for such year, which Tenant shall have the right to audit with such audit to be completed within sixty (60) days of receipt of the statement. Tenant shall pay Landlord the amount due within thirty (30) days of the latter of the statement date or the completion of Tenant's audit, in the event Tenant elects to perform same.

5. Late Charge and Interest. If Tenant shall fail to pay any installment of Rent for a period of ten (10) days after such installment or payment is due, Tenant shall pay a late charge of \$750.00 on each installment or payment past due. If such installment or payment remains unpaid for a period of ten (10) days following written notice of default by Landlord, Tenant shall pay in addition to the late charge, interest thereon at the rate of nine (9.0%) percent per annum from the date when such installment or payment shall have become due to the date of the payment thereof. Late charges and interest shall be deemed Additional Rent.

6. Landlord's Work. Landlord at Landlord's sole cost, shall modify the Premises as per mutually agreed upon plan and specifications in accordance with New York State Education Department requirements and based on the narrative scope of work and test fit attached as Exhibit "C". Landlord shall deliver the Premises in vacant, broom clean condition. Landlord's work shall include but not be limited to:

- Create multipurpose space
- New paint throughout
- One new wet pantry
- Confirm second means of egress in all classrooms (either operable windows or a second door)
- Adult restrooms (to be further specified)
- Confirm existing wiring is CAT6 or better
- Repair, replacement, and remediation of any water damage.

Landlord's work will include Landlord delivering the Premises with all utilities, building systems, (electric, plumbing, HVAC and hot water for domestic use) and life safety systems in good working order, sufficient for Tenant's use and compliant with code and all required regulations for Tenant's use, including but not limited to Title III of the Americans with Disabilities Act, NYSED, and a certificate of Occupancy for the Permitted Use (as hereinafter defined). With respect to any additional work to be performed by Landlord that may be agreed upon by Landlord and Tenant subsequent to the execution and delivery of this Lease, such additional work shall become part of Landlord's Work only upon agreement by Tenant to the scope of work and the cost of such work, which shall be amortized over the Term and payable as Additional Rent payable in installments together with the Rent.

Landlord shall secure a dedicated, fenced in outdoor play area outside the west side entrance to the Building for Tenant's use. The process shall include, but is not limited to, a site plan application, presentation, and public hearing. Tenant shall be responsible for the cost of the play equipment. Landlord shall be responsible for installation.

7. Tenant's Early Entry. Tenant may, prior to the Commencement Date, upon prior notice to Landlord, without incurring any liability for payment of Rent or other charges, measure the Demised Premises and install its personal property, equipment, and trade fixtures in the Demised Premises at Tenant's sole risk and expense, provided it causes no material interference to Landlord's performance of Landlord's Work.

8. Use. Tenant has the right to use the Demised Premises for any use permitted by law, including and without limitation, the operation of a school and directly associated administrative, academic, physical education, recreation and support uses ("Permitted Use"). Tenant shall procure and maintain (other than the Certificate of Occupancy) any governmental license or permit required for the proper and lawful conduct of Tenant's business in the Demised Premises.

9. Compliance with Laws.

(a) If Tenant receives any notice of any violation of any law, ordinance, rule, order or regulation applicable to the Demised Premises or the building, Tenant shall give prompt written notice thereof to Landlord. Tenant shall comply with all present and future laws, orders and regulations of federal, state, county and municipal authorities, and of all insurance bodies, and with any direction of any public officer or officers, pursuant to law, which shall impose any violation, order or duty upon Tenant with respect to the Demised Premises or the building arising out of Tenant's particular manner of use of the Demised Premises.

(b) Landlord shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities, and of all insurance bodies, and with any direction of any public officer or officers, pursuant to law, including legally required repairs and alterations not caused by Tenant's use of the Demised Premises. Landlord warrants, to the extent Tenant does not make any unapproved alterations to the Demised Premises, the Demised Premises comply with

all laws, including but not limited to the American with Disabilities Act and all applicable building codes.

10. Environmental Compliance.

(a) Tenant shall comply with all applicable environmental laws and regulations pertaining to the Tenant's use of the Demised Premises;

(b) Tenant further agrees:

i. not to manufacture, generate, store, treat or dispose of (except in compliance with all laws, ordinances, and regulations pertaining thereto) any dangerous and/or hazardous waste, material, element or substance or oil or gas or substance detrimental to the environment on the Property or arrange with another person for the same. Notwithstanding the foregoing, Tenant's lawful use on the Property of cleaning supplies, copying fluids, office and maintenance supplies, and other substances normally and customarily used by tenants of similar spaces to the Demised Premises shall be acceptable to Landlord.

ii. provide Landlord with written notice upon Tenant's obtaining knowledge of any potential or known release or threat of release, of any dangerous and/or hazardous waste, or substance at or from the Property.

(c) In the event of any discharge, spillage, contamination, uncontrolled loss, seepage or filtration of a hazardous waste, hazardous substance and/or polluting substance within the Property as a result of any conduct of or omission by Tenant, or any employee or agent of or independent contractor engaged by Tenant. Tenant shall contain, remove or mitigate the same immediately in accordance with all applicable federal, state, or local laws, ordinances, rules or regulations.

(d) Landlord warrants that any generation, storage, or use of hazardous substances that has occurred or will occur on the Demised Premises in the building and on the Property have been and at all times during the Term hereof will be in compliance with all applicable legal requirements, subject only to Tenant's obligations set forth in this paragraph; that, to the best of its knowledge, no leak, spill, release, discharge, emission or disposal of hazardous substances or toxic substances has occurred on the Demised Premises, in the building or the Property prior to the Commencement Date; that, to the best of its knowledge, the soil, groundwater, and soil vapor on or under the Demised Premises or the Property are free of hazardous substances and toxic substances and will be as of the Commencement Date; and that, to the best of its knowledge, as of the Commencement Date the Demised Premises, the building and the Property do not contain any asbestos, PCBs, radon, or underground storage tanks.

(e) Landlord and Tenant shall defend, indemnify and save the other harmless from any claims, fines, penalties, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees, expert witness fees and other costs of defense) which arise from the indemnifying party's breach of its representations, agreements and warranties contained in this paragraph.

11. Repairs and Maintenance

(a) During the Term, Landlord shall, at its sole expense, perform diligently, promptly and in a good and workmanlike manner all maintenance, repairs and replacements to (i) the structural components of the building, including without limitation the roof, roofing membrane and covering, exterior walls, exterior windows, bearing walls, support beams, foundations, footings, concrete slab, columns and lateral support to the building; (ii) assure watertightness of the building and the Demised Premises (including caulking of the flashings) and repairs to the roof; (iii) the parking facility, including its lighting systems; (iv) the building and the Demised Premises caused by the negligence or willful misconduct of Landlord, its agents, independent contractors, representatives or employees, and (v) HVAC systems. Landlord shall procure such service contracts necessary for the mechanical systems servicing the Demised Premises and building and shall be responsible for replacement of the mechanical systems as and when necessary.

(b) During the Term, Tenant shall, at its sole expense, (i) do its own redecorating of the interior of the Demised Premises; (ii) be responsible for normal, routine maintenance and care of the interior walls and ceilings of the Demised Premises, such as changing light bulbs, general clean up and maintenance; (iii) be responsible for all plate glass, doors, frames, interior window and door hardware appurtenant to the Demised Premises and (iv) make all repairs caused by the negligence or willful misconduct of Tenant, its agents, independent contractors, representatives, employees, students, or guests.

(c) During the Term, Tenant shall, at its sole expense, separately contract with a cleaning company (or shall perform by its own forces) to maintain the Demised Premises in a neat, clean condition as require by the terms and conditions of this Lease. Any third-party cleaning services selected by Tenant shall be fully insured and Tenant shall provide Landlord with a Certificate of Insurance naming Landlord as an additional insured. If cleaning is performed by Tenant's own forces then no additional insurance or certificate shall be required.

12. Utilities

(a) Landlord shall provide water and HVAC to the Demised Premises, as required for comfortable occupancy. In the event of any interruption of utility service that lasts for more than three (3) days, Tenant shall have a right of self-help and Rent shall abate until service is restored.

(b) Tenant shall be responsible for electricity and establish accounts with and obtain all other utility services required by Tenant for its occupancy of the Demised Premises, including, without limitation, telephone and data services, in its own name effective as of the Commencement Date and shall pay such costs directly to the applicable utility company, including any fine, penalty, interest, or cost which may be added there too for non-payment thereof.

(c) Landlord shall provide fire alarm system and service at Landlord's cost, using Tenant's selected vendor.

13. Insurance.

(a) Tenant shall maintain, at its expense, during the Term and during any renewal/option term, comprehensive general liability insurance for the Demised Premises in a combined coverage for bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in general aggregate. Tenant shall name Landlord, and any mortgagee of which Landlord has advised Tenant, as additional insureds under such policy.

(b) Tenant shall maintain, at its expense, during the Term and during any renewal/option term, with solvent and responsible companies, fire and theft insurance in amounts adequate to insure the contents of Tenant's Demised Premises.

(c) The parties release each other and their respective authorized representatives from any claims for injury to any person or damage to the Demised Premises, the building or the Property that are caused by or result from risks insured against under any all risk or fire insurance policies carried by either of the parties. Each party to the extent possible shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance and each party to the extent permitted, for itself and its insurer, waives all such insured claims against the other party. If such waiver or agreement shall not be, or shall cease to be, obtainable without additional charge or at all, the insured party shall so notify the other party promptly after notice thereof. If the other party shall agree in writing to pay the insurer's additional charge therefor, such waiver or agreement shall (if obtainable) be included in the policy.

(d) Tenant shall provide copies of all insurance policies or appropriate certificates, together with any renewals, replacements or endorsements to Landlord for the purpose of acknowledging that all such insurance is in full force and effect as required herein. If Tenant fails to obtain same, the Landlord may, but is not obligated to procure insurance, and in that event, the amount of the premium paid shall be paid by the Tenant to the Landlord upon demand and shall in each instance be collectible as Additional Rent.

(e) Tenant shall not permit anything to be done or kept in or about the Demised Premises which will conflict with any provision of or violate any policy of fire or other insurance on the Demised Premises. If, because of anything done or permitted to be done or suffered or kept, on or about the Demised Premises or property of the Landlord, the insurance rate shall be increased over the rate which would prevail if the Demised Premises were used for the permitted use procuring the lowest rate of fire insurance, Tenant shall pay as Additional Rent any increase in insurance premiums based upon such increase in rates.

14. Indemnity.

(a) Neither Landlord nor any member, director, officer, agent, servant or employee of Landlord shall be liable to Tenant for any loss, injury or damage to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, except to the extent the same are caused by or result from the negligence or willful misconduct of Landlord, its agents, servants or employees in the operation or maintenance of the Demised Premises or the building or Landlord's indemnification obligations.

(b) Tenant shall defend, indemnify and save harmless the Landlord, its affiliates, and their officers, directors, shareholders and partners, against all claims, liabilities, losses, fines, penalties, damages, costs and expenses (including reasonable attorneys' fees and other costs of litigation) because of injury, including death, to any person, or damage or loss of any kind to any property caused by any action or omission of Tenant, or any failure on the part of Tenant to perform its obligations under this Lease, except to the extent caused by the negligence or willful misconduct of Landlord, or its employees, contractors, agents or representatives.

(c) Landlord shall defend, indemnify and save harmless the Tenant, its affiliates, and their officers, directors, trustees, board members, shareholders and partners, against all claims, liabilities, losses, fines, penalties, damages, costs and expenses (including reasonable attorneys' fees and other costs of litigation) because of injury, including death, to any person, or damage or loss of any kind to any property caused by any action or omission of Landlord, or any failure on the part of Landlord, to perform its obligations under this Lease, except to the extent caused by the negligence or willful misconduct of Tenant, or its employees, contractors, agents or representatives.

15. Alterations.

(a) Tenant shall make no alterations, installations, additions or improvements in or to the Demised Premises (the "Tenant's Alterations") without Landlord's prior written consent and then only by contractors or mechanics first approved by Landlord, which approval will not be unreasonably withheld, conditioned or delayed. Landlord shall not unreasonably withhold its consent to Tenant's Alterations that do not affect the exterior of the Building or adversely affect the HVAC, plumbing, mechanical or life safety systems of the Building. Any such Tenant's Alterations shall be done at Tenant's expense and at such times and in such manner as Landlord may from time to time designate.

(b) Any Tenant's Alterations shall be effected solely in accordance with plans and specifications first approved in writing by Landlord. If such Alteration requires permitting, Tenant shall reimburse Landlord promptly upon demand for any costs and expenses incurred by Landlord in connection with Landlord's review of such Tenant's final plans and specifications not to exceed \$500 per project. Landlord will not reasonably withhold or delay its consent to requests for Tenant's Alterations, provided they will not affect the outside of the building or adversely affect its structure or mechanical systems.

(c) Any such approved Tenant's Alterations shall be performed in accordance with the foregoing, and the following provisions of this Article. (1) All work shall be done in a good and workmanlike manner; (2) (i) Tenant's contractor, and any subcontractor, shall agree to

employ only such labor as will not result in jurisdictional disputes or strikes or in disharmony with other workers employed at the building and Tenant shall inform Landlord in writing of the names of any contractor or subcontractor Tenant proposes to use in the building at least seven (7) business days prior to the beginning of work by such contractor or subcontractor; (ii) Tenant covenants and agrees to pay contractor, as the work progresses; (3) All such Tenant's Alterations shall be effected in compliance with all applicable laws and in accordance with Landlord's Rules and Regulations provided Tenant had notice of said Rules and Regulations in advance with respect to alterations; (4) Tenant shall keep the Property free and clear of all liens for any work or material claimed to have been furnished to Tenant or to the Property on Tenant's behalf; (5) Tenant's Work shall be subject to periodic inspection during its progress by representatives of Landlord who shall be permitted access to the Property and the opportunity to inspect, at all reasonable times and with written notice to Tenant, but this provision shall not in any way whatsoever create any obligation on Landlord to conduct such an inspection.

(d) Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Landlord in and to the Property.

(e) Except for items constituting Tenant's personal property, furniture and equipment and trade fixtures, all alterations shall be and remain a part of the Demised Premises, shall be deemed the property of Landlord as of the date such alterations are completed, attached to or built into the Demised Premises and, at Landlord's option, Tenant shall not be required to remove or restore such alterations prior to the expiration of the Term of this Lease unless at the time Landlord approves any alterations, Landlord gives Tenant notice that Tenant will be required to remove such alterations at the end of the Term.

16. Security. The Tenant upon Lease execution shall deposit with Landlord, and thereafter keep on deposit with Landlord, the sum of two (2) months of the then current Rent amount as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this Lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant within thirty (30) days following the Lease termination or after the time fixed as the expiration of the Lease Term herein, provided that Tenant has fully and faithfully carried out all of the terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this Lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant, and Tenant agrees to look to the new Landlord solely for the return of said security, and it is agreed that this shall apply to every transfer or assignment made of the security to the new Landlord. If Landlord applied any part of said deposit to cure any default of Tenant, Tenant shall upon demand, deposit with the Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the Term of this Lease Agreement.

17. Assignment and Sublease. Tenant shall have the right to assign or sublease all or part of the Premises during the Initial Term and any renewal period, subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. No consent is required however, for assigning or subletting to an affiliated entity or other reputable school,

education, or non-profit organization. With respect to assignment of this Lease, once Landlord has been furnished with reasonable proof that the proposed Assignee is an entity in good standing and with sufficient financial worth, considering the responsibility involved for the remainder of the Term, Tenant shall be released from its obligation under the Lease and shall have no further indemnity obligations hereunder.

Tenant shall have the right to sublease to other tenants in the Building provided (a) there is no comparable space then available for lease by Landlord and (b) subject to receipt of the Landlord's consent as set forth above. Landlord and Tenant shall share net sublease profits on a 50/50 basis.

18. Casualty and Condemnation. If the Demised Premises shall be so damaged by fire, other casualty, acts of God or the elements (a "Casualty"), or partially or wholly taken by condemnation or threat thereof (a "Taking"), so that they cannot be restored for Tenant's business needs within one hundred twenty (120) days from the date of the Casualty or Taking ("Substantial Damage"), either Landlord or Tenant may terminate this Lease by giving written notice to the other party within thirty (30) days after the date of the Casualty or Taking. In such case, the Lease shall be terminated as of the date of the Casualty or Taking and the rent shall abate from that date, and any rent paid beyond such date shall be refunded to Tenant. If this Lease is not terminated as provided above, Landlord shall, at its sole cost and expense, restore the Demised Premises as speedily as practical to the condition existing prior to the Casualty or the Taking including any tenant improvements constructed by Landlord, or for which Landlord gave Tenant an allowance. During the restoration period, the rent shall proportionately abate solely as to the unusable portion of the Demised Premises for the period during which the Demised Premises are not suitable for Tenant's business needs. If Landlord does not restore the Demised Premises within one hundred twenty (120) days after the date of the Casualty or Taking, Tenant may terminate this Lease without incurring any liability to Landlord, provided Tenant gives Landlord not less than thirty (30) days prior written notice, and Landlord does not complete the restoration during such period.

19. Subordination. This Lease is and shall be subject and subordinate to all present and future mortgages, options, and building loan agreements that may now or hereafter affect such leases or the real property of which the Demised Premises are a part and to all renewal, modifications, consolidations, replacements and extensions of any such ground or underlying leases, options, building loan agreements and mortgages. The provision of this Paragraph shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute and deliver promptly at its own cost and expense any instrument, in recordable form if required, that Landlord, the lessor of any ground or underlying lease or the holder of any such mortgage or any of their respective successors of interest may request to evidence such subordination. Notwithstanding anything to the contrary contained herein: (i) Landlord agrees to obtain a commercially reasonable Non-Disturbance Agreement from the holder of the existing mortgage on the Property and from the holder of any future mortgage and/or the lessor of a ground or underlying lease which may affect the Property; and (ii) the subordination of this Lease to such mortgages and ground and/or underlying leases is conditioned upon the execution and delivery to Tenant of a Non-Disturbance Agreement by the holder of each such mortgage and the lessor under each such ground or underlying lease.

20. Landlord's Right of Entry. Landlord has the right to enter the Demised Premises at any reasonable time upon twenty-four (24) hours prior written notice to Tenant, or without notice in case of emergency, for the purpose of performing maintenance, repairs, and replacements to the Demised Premises as are permitted under this Lease. During Business Hours and upon reasonable notice to Tenant, which shall not be less than twenty-four (24) hours, Landlord may, during the Term, show the Demised Premises to prospective purchasers and mortgagees, and, during the six (6) months prior to expiration of this Lease, to prospective tenants. Landlord shall not interfere with or disrupt the normal operation of Tenant's business, and such entry shall not be made during school hours when school is in session. Landlord, and any third parties entering the Demised Premises at Landlord's invitation or request shall at all times strictly observe Tenant's rules relating to security on the Demised Premises. Tenant shall have the right, in its sole discretion, to designate a representative to accompany Landlord, or any third parties, while they are on the Demised Premises.

21. Parking Facilities. Tenant, its employees, agents and visitors shall have the nonexclusive use together with all other tenants of the building and their respective employees, agents and visitors of the parking facilities adjacent to the building at no additional cost to Tenant. Tenant shall not assign parking spaces to its employees, nor shall Tenant's employees assign parking spaces onto themselves.

22. Signs. Tenant may install external signage permissible by building code, zoning code and all applicable regulations, as well as internal signage throughout the Demised Premises, with Landlord's prior written approval not to be unreasonably withheld, conditioned or delayed. Subject to village approvals.

23. Common Areas and Access. Tenant shall have full and unimpaired access to the building and the Demised Premises at all times 52 weeks per year, 7 days per week and 24 hours per day and if access to a public road is via private roads or streets, Tenant shall have the right to use such roads and streets for ingress and egress to the building and the Demised Premises.

24. Building Security. Security to the Demised Premises shall be Tenant's responsibility.

25. Defaults.

(a) The occurrence of any one or more of the following matters constitutes an Event of Default by Tenant under this Lease: (i) failure by Tenant to pay rent or other sums when due within ten (10) days of the due date, if such failure continues for ten (10) days after receipt of written notice from Landlord to Tenant of such failure; and (ii) failure by Tenant to observe or perform any other provision of this Lease, including under any renewal options provided herein, if such failure continues for thirty (30) days after receipt of written notice from Landlord to Tenant, except that if the default cannot be cured within the thirty (30) day period, it shall not be considered an Event of Default if Tenant commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to seek to effect such cure.

(b) If an Event of Default by Tenant occurs, Landlord may terminate this Lease, by giving Tenant not less than ten (10) days' written notice of the Landlord's election to do so and ten (10) days for Tenant to cure. If this Lease shall terminate for an Event of Default of Tenant, then

i. Landlord may re-enter the Demised Premises by summary proceedings or by any other applicable legal proceeding and may repossess the Demised Premises and dispossess Tenant and remove its property from the Demised Premises; and

ii. Landlord, shall diligently endeavor to relet the Demised Premises from time to time, in the name of Landlord or otherwise, to such tenant(s), for such term(s) ending before, on or after the Expiration Date, at such rental(s) and upon such other conditions, which may include concessions and free rent periods, as Landlord may reasonably determine to be necessary. Landlord may make such repairs, improvements, alterations, additions, decorations and other physical changes in and to the Demised Premises as Landlord, in its reasonable discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability.

(c) Should this Lease be terminated for an Event of Default of Tenant in accordance with the provisions of this Lease, or by any other proceeding, or if Landlord shall re-enter the Demised Premises, Landlord shall be entitled to recover the balance of the rent and other charges payable by Tenant hereunder for the balance of the Term of this Lease, discounted to present value at a rate of six percent (6%) per annum, and Tenant shall pay, as and for Additional Rent hereunder, the then cost of:

i. restoring the Demised Premises to the same condition as that in which Tenant has agreed to surrender them to Landlord on the expiration date; and

ii. completing in accordance with this Lease any improvements to the Demised Premises or for repairing any part thereof; and

iii. the unamortized portion of the brokerage commissions paid or incurred by Landlord in connection with this Lease together with the unamortized portion of costs incurred by Landlord to complete Landlord's Work. Said expenditures with interest thereon at the Interest Rate defined hereafter shall be amortized on a straight-line basis over the Lease Term beginning upon the first month rent is paid; and

iv. reasonable attorney fees and costs.

(d) If an Event of Default by Tenant or any person claiming through or under Tenant of any of the terms of this Lease should occur, Landlord shall be entitled to seek to enjoin such default and shall have the right to invoke any right allowed at law or in equity, by statute or otherwise, as if re-entry, summary proceedings or other specific remedies were not provided for in this Lease, except that Landlord shall not have any right to place a lien on any of Tenant's Property and Landlord expressly waives and releases any right to obtain such lien.

(e) Any reasonably necessary money Landlord expends to cure an Event of Default by Tenant including but not limited to reasonable attorney's fees and court costs, shall be reimbursed to Landlord by Tenant. Landlord shall also be entitled to interest on such expenditure at the Interest Rate defined hereafter.

(f) Nothing contained herein shall be construed as limiting or precluding the recovery by Landlord from Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant.

(g) For purposes of this Lease, the term Interest Rate shall mean the rate of interest of nine (9%) percent per annum.

26. Holding Over. Should Tenant remain in possession of the Demised Premises after the expiration of the Term, as may be extended pursuant to the provisions of this Lease, Tenant shall become a holdover tenant. The use and occupancy which the Tenant shall pay Landlord per month shall be 150% of the rent due Landlord for the last month of the Term or renewal term of this Lease, as the case may be.

27. Option to Renew.

(a) Provided Tenant has not defaulted hereunder beyond any applicable notice and grace period, Landlord hereby grants to Tenant the exclusive and irrevocable option to renew this Lease for two (2) terms of five (5) years by giving Landlord written notice at nine (9) months prior to the expiration date of the then current term.

(b) Time is of the essence with respect to Tenant's exercise of the renewal option contained in this paragraph.

(c) The renewals shall be on the same terms and conditions as this Lease, except that the Base Rent shall be as set forth in Exhibit "B."

28. Representation of Authority. Subject to approval of this Lease by the New York State Education Department and Tenant's board of education, (a) Landlord and Tenant represent and warrant to each other that they have full right, power and authority to enter into this Lease without the consent or approval of any other entity or person, and (b) Landlord and Tenant each represents and warrants that the signatories hereto on its behalf have full right, power and authority to act for and on behalf of Landlord and Tenant in entering into this Lease. This Lease shall be void and unenforceable if entered into in violation of General Municipal Law, Section 801 or of Education Law, Section 410.

29. Brokers. Tenant and Landlord represent and warrant that they have not dealt with any broker with this Lease other than **OPEN IMPACT REAL ESTATE** and agree to defend, indemnify and save each other harmless against all claims, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and other costs of defense) arising from

a breach of this representation. Landlord shall pay Open Impact Real Estate pursuant to a separate brokerage agreement.

30. Legal Proceedings; Waiver of Jury Trial; Attorneys' Fees. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, and/or any other claims (except claims for personal injury or property damage), and any emergency statutory or any other statutory remedy. If Landlord commences any summary proceeding for non-payment of rent, Tenant shall not interpose and hereby waives the right to interpose any counterclaim of whatever nature or description in any such proceeding, except for statutory mandatory counterclaims. Tenant shall reimburse Landlord, on demand, for all reasonable and actual out of pocket costs and expenses (including attorneys' fees and disbursements and court costs, whether in connection with an action or proceeding commenced by Landlord, by Tenant, by a third party or otherwise) incurred by Landlord in connection with (i) enforcing Tenant's obligations under this Lease, (ii) the termination of this Lease and the eviction of Tenant through summary or other proceedings or for any other relief against Tenant, (iii) recovering any sums due under this Lease or any damages for Tenant's breach of the terms of this Lease, (iv) the defense of any claim against Landlord or any member, agent or servant of Landlord arising under this Lease, whether brought by Tenant or a third party in which the claimant does not obtain a final, non-appealable judgment of all such claimant's allegations, (v) any amendment, modification or change in any of the terms of this Lease requested by tenant or any renewal or extension of this Lease requested by Tenant, and any request or negotiations pertaining thereto, regardless of whether such amendment, modification, change, renewal or extension is actually executed, and (vi) as otherwise provided in this Lease. All such amounts shall be deemed to be Additional Rent but shall be collectible whether incurred before or after the expiration or termination of this Lease.

31. Notices. Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or sent by registered or certified mail return receipt requested, or overnight delivery service, to the following:

If to Tenant:

School District Number 12 for the Towns of Greenburgh and North Castle
71 South Broadway
Dobbs Ferry, New York 10522
Attention: Carolyn McGuffog, Superintendent

with a copy to:

Tarter Krinsky & Drogin LLP
1350 Broadway
New York, New York 10018
Attention: David J. Zinberg, Esq.

If to Landlord:

Marshall 31 LLC
c/o Thylan Associates, Inc.
805 Third Avenue, 10th Floor
New York, New York 10022
(845) 897-4444

with a copy to:

Whiteman Osterman & Hanna LLP
510 Haight Avenue, Suite 202
Poughkeepsie, New York 12603
845-454-1200

Notice shall be deemed to have been given on the date received, if delivered personally or by overnight delivery service, or, if mailed with certified mail, three (3) business days after the date postmarked. Any notice which may be served hereunder shall be effective if signed by the attorney for either Landlord or Tenant.

32. Inability to Perform. This Lease and the obligation of Tenant to pay rent hereunder and to perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or to supply or is delayed in supplying any service expressly or implied to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever beyond the reasonable control of Landlord including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. Notwithstanding anything to the contrary, if Landlord's unable to fulfill any material obligation for more than three (3) months or the Demised Premises is unfit for the Permitted Use, then the Rent shall be abated during such time. The forgoing Tenant relief shall not be triggered if Tenant is unable to use the Demised Premises due to a general prohibition of use of offices by a governmental body due to a pandemic or similar condition.

33. Entire Agreement. This Lease constitutes the entire agreement between the parties, there being no other terms, oral or written, except as herein expressed. No modification of this Lease shall be binding on the parties unless it is in writing and signed by both parties hereto.

34. Conditions of Property. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the Property, or any other matter or thing affecting or related to the Property except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Tenant

has inspected the building and the Property and is thoroughly acquainted with its condition, and agrees to take the same "AS IS" subject to completion of Landlord's Work as provided in paragraph 6 herein and that the taking of possession of the Property by Tenant shall be conclusive evidence that the said Demised Premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken (subject to the terms of this Lease). Tenant does not waive any rights related to latent defects in the Demised Premises or Property.

35. Bankruptcy. If a petition of bankruptcy or reorganization shall be filed by or against Tenant, Tenant shall become bankrupt, Tenant shall make a general assignment for the benefit of creditors, or in any proceeding based upon the insolvency of Tenant, a receiver or trustee of all of the property of Tenant shall be appointed and shall not be discharged within ninety (90) days after such appointment, then Landlord may terminate this Lease by giving written notice to Tenant of its intention to do so; provided, however, neither bankruptcy, insolvency, reorganization, an assignment for the benefit of creditors nor the appointment of a receiver or trustee shall affect this Lease or permit its termination so long as the covenants on the part of Tenant to be performed shall be performed by Tenant, or someone claiming under it.

36. Condition of Demised Premises at Termination. At the expiration or earlier termination of the Lease Term, Tenant shall surrender the Demised Premises, together with Landlord approved alterations, additions and improvements then a part thereof, in good order and condition, broom swept, free of tenancies, clear of personal property, except for the following: (i) ordinary wear and tear, (ii) loss or damage by fire, the elements and other casualty, provided Tenant assigns to Landlord Tenant's rights to collect any loss for such casualty from Tenant's insurance carrier, (iii) at Tenant's option, Tenant's furniture may be left in place, and (iv) Tenant shall not be required to restore the Demised Premises or to remove any above-standard non-structural improvements. All Tenant's property installed in the building at the expense of Tenant, or other occupant, shall remain the property of Tenant except for approved Alterations unless identified by Landlord at time of approval.

37. Captions and Definitions. Captions in this Lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof. The necessary grammatical changes which shall be required to make the provision of this Lease apply (i) in the plural sense if there shall be more than one Landlord and (ii) to any landlord, which shall be either a corporation, an association, a partnership or an individual, male or female, shall in all instances be assumed as though in each case fully expressed. Unless otherwise provided, upon the termination of this Lease under any of the Articles hereof, the parties hereto shall be relieved of any further liability hereunder except as to acts, omissions or defaults occurring prior to such termination.

38. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

39. Laws of State. This Lease shall be deemed executed in the State of New York, regardless of the domicile of the parties, and shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws principles. The parties agree that if any claim arising under this Lease or related thereto, proceeds to litigation, it shall be heard and determined in a court of competent jurisdiction located in Dutchess County, State of New York.

40. Successors and Assigns. The conditions, covenants and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and/or assigns.

41. Force Majeure. The period of time during which either party is prevented or delayed in their performance or the making of any improvements or repairs or fulfilling any obligation, other than the payment of Rent, Additional Rent, or any other payments required under this Lease, and other than delivery of possession of the Demised Premises to Tenant, due to unavoidable delays caused by fire, catastrophe, strikes or labor disputes, civil disorders, Acts of God or the public enemy, governmental prohibitions, notices of violations (whether present or future) or regulations or inability to obtain materials by reason of such regulations, or other causes beyond a party's reasonable control, shall be added to a party's time for performance of the obligation and the party shall not be liable because of such delay of performance. The period of time to be added to a party's time for performance of the obligations referred to in the preceding sentence shall not, in each instance, exceed more than one (1) year.

42. Submission of Instrument. No Lease or obligation on the part of the Landlord or Tenant to enter into a Lease shall arise until this instrument has been executed and delivered by Landlord and Tenant to each other.

43. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent or any other provision herein contained, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than landlord and tenant.

44. Execution and Counterparts. This Lease may be executed in one or more parts, all of which shall constitute but one agreement. The parties may sign this Lease by Portable Document Format ("PDF"), by telefaxed copies or by e-mail to the other party or its counsel, and any such PDF, telefaxed or e-mailed copy shall be deemed to be an original and shall be binding on the parties so signing, and no objection shall be made to the introduction into evidence of any PDF, telefaxed or e-mailed copy on grounds related to the PDF, telefaxed or e-mailed copy not being an original.

45. Notice to Mortgagee. After receiving written notice from any person, firm or other entity that it holds a mortgage which includes as part of the mortgage property the Property, Tenant shall, so long as such mortgage is outstanding, be required to give such holder of mortgage the

same notices as may be given to Landlord under the terms of this Lease, but such notice may be given by Tenant to Landlord and such holder concurrently.

46. Estoppel Certificates. Tenant, at any time and from time to time upon not less than thirty (30) days prior written request by the Landlord or any mortgagee, but not more than three (3) times in any given lease year, execute, acknowledge and deliver to Landlord within said period a statement in writing (and in form reasonably satisfactory to the requesting party) prepared by Landlord and at no cost to Tenant certifying that: (i) this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications); (ii) the dates to which the rent, additional rent and other amounts, sums and charges have been paid in advance, if any, stating whether or not, to the knowledge of the signer of such certificate, Tenant is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default to which the signer may have knowledge; (iii) the existence of any claimed counterclaims or defenses to this Lease; (iv) the commencement date of the Lease Term and the time of termination; and (v) any other matters as may be reasonably requested (provided same are customary in similar transactions at the time of request therefor), it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser of the Property or of the interest of the Landlord therein, any mortgagee or prospective mortgagee thereof, or any prospective assignee of any mortgage thereof or any such party requesting the same.

47. Mechanic's Liens. Within thirty (30) days after the filing thereof, Tenant agrees to discharge (either by payment or by filing of the necessary bond, other otherwise) any mechanic's, materialman's or other lien against the Property, and/or the Landlord's interest therein, which may arise out of any payment due for or purported to be due for any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon or about the Property.

48. Independent Covenants. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent. Tenant shall not be entitled to any setoff of the rent, Additional Rent or other sums, charges or amounts owing hereunder against the Landlord if Landlord fails to perform its obligations set forth herein, except as herein specifically set forth. The foregoing shall in no way impair the right of Tenant to commence a separate action against the Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage covering the Property whose address Tenant has been notified of in writing and an opportunity granted to Landlord and such holder to correct such violation as otherwise provided herein.

49. No Waiver. The failure of Landlord or Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant, term or condition of this Lease or any of the rules established by Landlord under the provisions of this Lease, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent or additional rent, with knowledge of the breach of any such covenant, term, condition or rule shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver be in writing signed by the party waiving. Payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall not be treated otherwise than

as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. No act or thing done by Landlord, its servants and agents, during the Term of this Lease, shall constitute an eviction by Landlord, nor shall it be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender shall be valid unless in writing, signed by Landlord.

50. Landlord's Right to Perform Tenant's Obligations. If Tenant shall default, beyond applicable grace and notice periods, in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions of this Lease, after notice to Tenant and upon the expiration of any applicable grace period, (a) Landlord may, but shall not be obligated to, remedy such default for the account of Tenant, immediately and without notice in case of emergency, or in any other case only provided that Tenant shall fail to remedy such default with all reasonable dispatch after Landlord shall have notified tenant in writing of such default and the applicable grace period for curing such default shall have expired; and (b) if Landlord makes any expenditures or is required to expend any money, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord upon rendition of a bill to Tenant therefor.

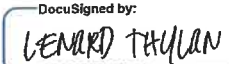
51. Quiet Enjoyment. Landlord covenants and agrees that, subject to the terms and provisions of this Lease, if, and so long as, Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part or on behalf of Tenant to be kept or performed, then Tenant shall quietly enjoy the Demised Premises and Tenant's rights under this Lease shall not be cut off or ended before the expiration of the Term of this Lease. This Lease is granted and accepted on the especially understood and agreed condition that the Tenant will conduct its business in such a manner, both as regards noise and nuisances, as will not materially interfere with, harm or disturb any other tenants or neighbors, in the conduct of their several businesses, or the Landlord in the management of the Building; under penalty of forfeiture of this Lease and consequential damages.

52. Rules and Regulations. Tenant and Tenant's servants, employees and agents shall observe faithfully and comply strictly with such Rules and Regulations (attached as Exhibit "D") as Landlord or Landlord's agents may reasonably adopt from time to time, provided, however, that in case of any conflict or inconsistency between the provisions of this Lease and of any of the Rules and Regulations as originally or as hereafter adopted, the provisions of this Lease shall control. Reasonable written notice of the Rules and Regulations shall be given to Tenant. All such Rules and Regulations shall be enforced by Landlord against all tenants, to the extent applicable to such tenants, in a like and similar manner. Additionally, no Rules and Regulations shall materially increase Tenant's monetary obligations to Landlord or materially reduce or adversely affect Tenant's rights under this Lease, nor shall Tenant be required to comply with any Rules and Regulations which prevent Tenant's use of the Demised Premises in a manner consistent with the Permitted Use.

53. Consents and Approvals. Wherever in this Lease Landlord's consent or approval is required, if Landlord shall refuse such consent or approval, Tenant in no event shall be entitled to make, nor shall Tenant make, any claim, and Tenant hereby waives any claim, for money damages (nor shall tenant claim any money damages by way of set-off, counterclaim or defense) based upon any claim or assertion by Tenant that Landlord unreasonably withheld its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce any such provision, for specific performance, injunction or declaratory judgment. The foregoing shall not be applicable in the case of Landlord's bad faith or willful misconduct in refusing such consent or approval.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

LANDLORD:
Marshall 31 LLC

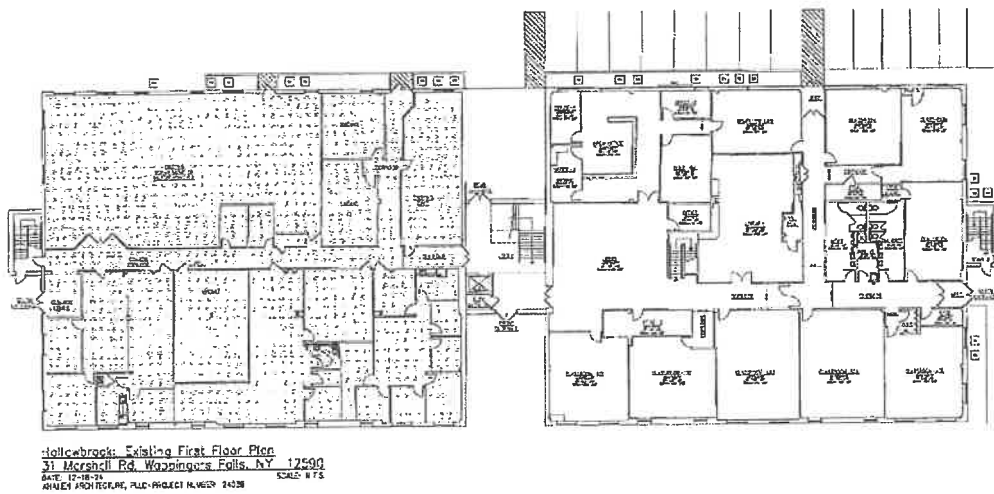
By: 
Charles Genck, Member

TENANT:
School District Number 12 for the Towns of
Greenburgh and North Castle

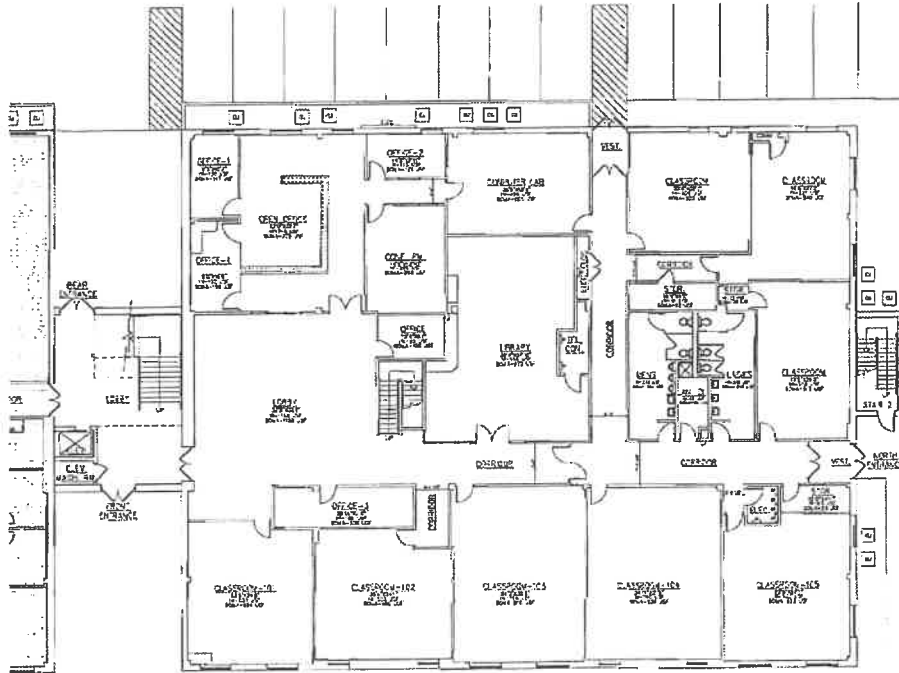
By: 

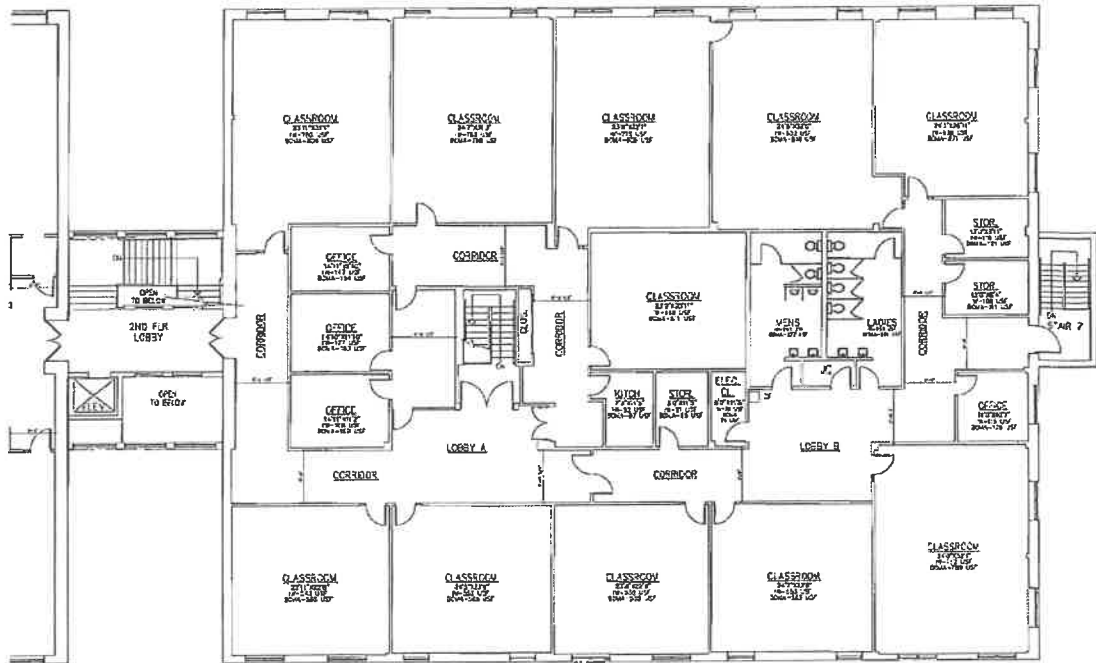
EXHIBIT "A"

**Floor Plans of Demised Premises
(Five Pages)**



Hollowbrook: Existing Second Floor Plan
31 Marshall Rd., Wappingers Falls, NY 12590
DATE: 12-18-24
WALDEN ARCHITECTURE PLLC-PROJECT NUMBER: 202018
SCALE: N.T.S.





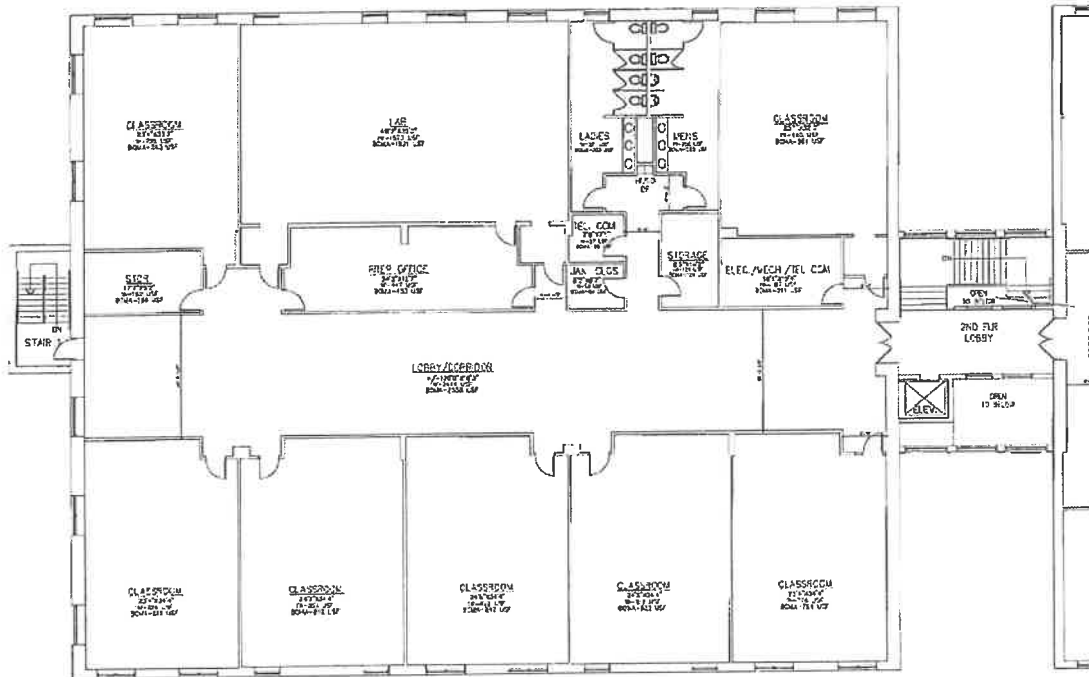


EXHIBIT "B"

Rent Schedule

Lease Year	Base Rent Years 1-4	Rent Monthly Installment
1	\$566,250.00	\$61,250.00 (first 3 months rent credit of \$56,250/month)
2	\$624,000.00	\$61,375.00 (first 2 months rent credit of \$56,250/month)
3	\$681,787.50	\$61,503.13 (first month rent credit of \$56,250)
4	\$739,613.44	\$61,634.45

Lease Year	Base Rent Years 5-15 (2.5% annual escalation)	Rent Monthly Installment
5	\$758,103.77	\$63,175.31
6	\$777,056.37	\$64,754.70
7	\$796,482.78	\$66,373.56
8	\$816,394.85	\$68,032.90
9	\$836,804.72	\$69,733.73
10	\$857,724.84	\$71,477.07
11	\$879,167.96	\$73,264.00
12	\$901,147.16	\$75,095.60
13	\$923,675.83	\$76,972.99
14	\$946,767.73	\$78,897.31
15	\$970,436.92	\$80,869.74

1st RENEWAL OPTION

Lease Year	Rent	Rent Monthly Installment
16	\$994,697.84	\$82,891.49
17	\$1,019,565.29	\$84,963.77
18	\$1,045,054.42	\$87,087.87
19	\$1,071,180.78	\$89,265.06
20	\$1,097,960.30	\$91,496.69

2nd RENEWAL OPTION

Lease Year	Rent	Rent Monthly Installment
21	\$1,125,409.31	\$93,784.11
22	\$1,153,544.54	\$96,128.71
23	\$1,182,383.15	\$98,531.93
24	\$1,211,942.73	\$100,995.23
25	\$1,242,241.30	\$103,520.11

EXHIBIT "C"



February 17, 2025

Greenburgh-North Castle Union Free School District
71 S. Broadway
Dobbs Ferry, NY 10522

RE: Proposed Greenburgh-North Castle UFSD Alterations
29-31 Marshall Rd (1st & 2nd Fl), Wappingers Falls, NY 12590
Building Owner: Marshall 311 LLC, 1 Summit Court, Suite 103, Fishkill, NY 12524
WA Project No. 24042

To Whom it May Concern:

The building owner has retained us to provide professional architectural services along with our consultants related to the design and preparation of construction documents, including drawings and specifications for the aforementioned project. At this time, the preliminary schematic design plans are reflected on the following plans previously submitted and dated 12-31-24 for review and comment as follows:

PROPOSED 1ST FLOOR PLAN – P3
PROPOSED 1ST FLOOR PLAN – P3: DEMO OVERLAY
PROPOSED 2ND FLOOR PLAN – P3
PROPOSED 2ND FLOOR PLAN – P3: DEMO OVERLAY

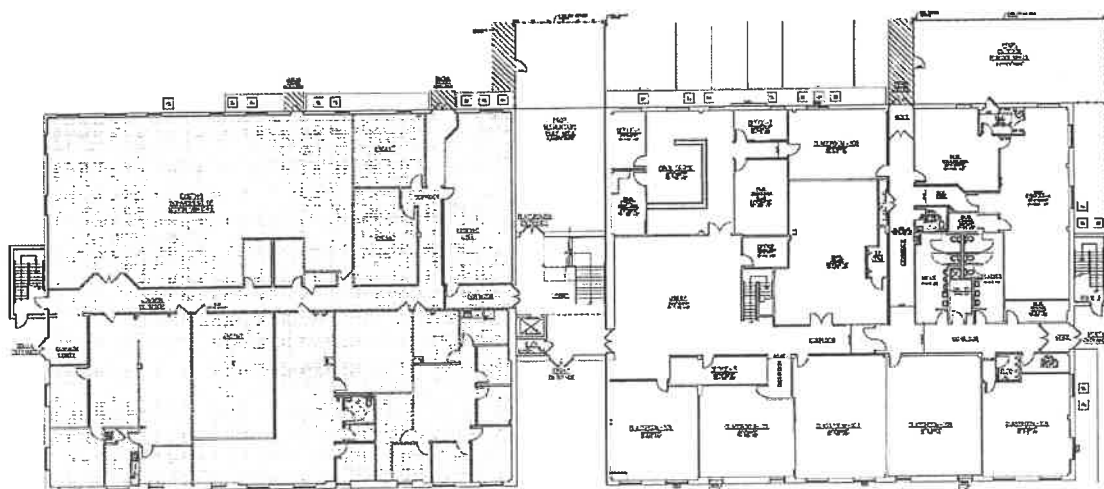
As the design development for the project progresses with G-NC UFSD, the above-referenced construction project will be designed and constructed in compliance with all applicable local codes, statutes, and regulations, as well as the applicable provisions of the New York State Uniform Fire Prevention and Building Code, and Education Department design and construction standards. These shall be reflected in the final construction documents developed for review, approval and permit as required for the project.

During the course of construction, periodic site observation visits will be performed, and the necessary standard of care, noting progress, quality and ensuring conformance of the work with the documents provided for all regulatory approvals associated with the aforementioned project.

Sincerely,
WHALEN ARCHITECTURE, PLLC

Stephen Whalen
Principal

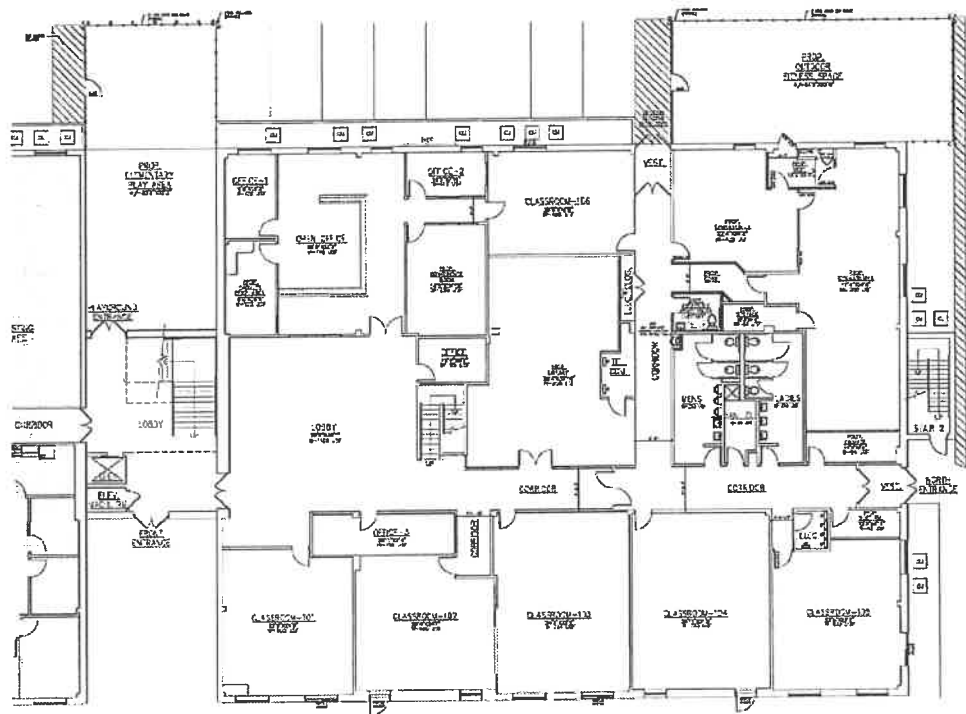
WA-L24042-2.doc

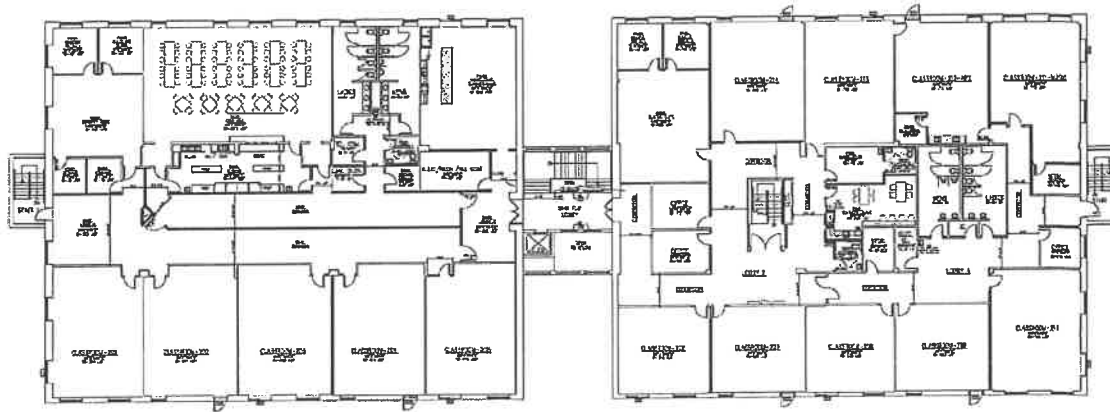


PROPOSED 1ST FLOOR PLAN - P3
Greenburgh-North Castle LESP
29-31 Marshall Rd. Wappingers Falls, NY 12590
DATE: 12-31-84 SCALE: N.T.S.
DRAWN: ARCHITECTURE, P.L.L.C. PROJECT NUMBER: 24042

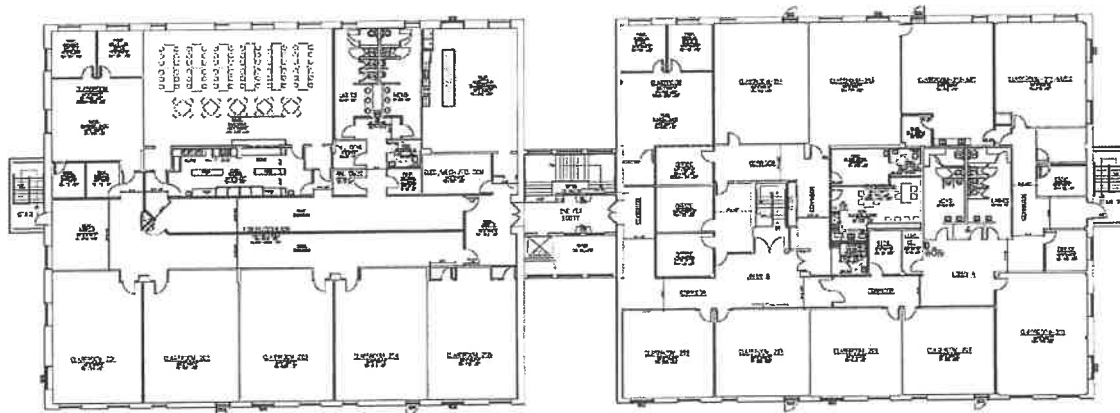


PROPOSED 1ST FLOOR PLAN - P3: DEMO OVERLAY
Greenburgh-North Castle UFSD
29-31 Marshall Rd, Wappingers Falls, NY 12590
DATE: 12-31-24 SCALE: M.T.S.
WALLEN ARCHITECTURE, PLLC-PROJECT NUMBER: 210342





PROPOSED 2ND FLOOR PLAN - P3
Greenburgh-North Castle UFSD
29-31 Marshall Rd. Wappingers Falls, NY 12590
DATE: 12-31-24 SCALE: N.T.S.
BY: ALEN ASSOCIATES, P.C. PROJECT NUMBER: 21042



PROPOSED 2ND FLOOR PLAN -- P3 DEMO OVERLAY
Greenburgh-North Castle UFSD
29-31 Marshall Rd, Wappingers Falls, NY 12590
DATE: 12-31-20 SCALE: N.T.S.
WATKIN ARCHITECTURE, PLLC-PROJECT NUMBER: 210207

EXHIBIT "D"

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Demised Premises, the Building, the parking lot, the Property, and the appurtenances. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Demised Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags, or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees, or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.
3. No signs, advertisements or notices shall be painted or affixed to windows, doors, or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Demised Premises shall be installed by Landlord (or, at Landlord's sole election, by Tenant), at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks, or screws shall be inserted into any part of the Demised Premises or Building except by the Building maintenance personnel.
4. Landlord may provide and maintain on the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.
5. Tenant shall not place any lock(s) on any door in the Demised Premises or Building without Landlord's prior written consent and Landlord shall have the right to retain at all times and to use keys to all locks within and into the Demised Premises. A reasonable number of keys to the locks on the entry doors in the Demised Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of this Lease.
6. All contractors, contractors' representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or

loading dock areas, shall be restricted to hours designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage or loss.

8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Demised Premises. Damage to the Building by the installation, maintenance, operation, existence, or removal of Tenant's Property shall be repaired at Tenant's sole expense.

9. Corridor doors, when not in use, shall be kept closed.

10. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise materially interfere with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that would, in Landlord's reasonable opinion, constitute a nuisance.

11. No animals, except those assisting handicapped persons, shall be brought into the Building, or kept in or about the Demised Premises.

12. No flammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Demised Premises, Building or about the Property. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Demised Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant and shall remain solely liable for the costs of abatement and removal.

13. Tenant shall not use or permit any part of the Demised Premises to be used, for lodging, sleeping or for any illegal purpose.

14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Demised Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties, nor shall the Commencement Date of the Term be extended as a result of the above actions.

15. Tenant shall not install, operate or maintain in the Demised Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Demised Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees, and then only if the operation does not violate the lease of any other tenant in the Building.

17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.

18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests, and invitees shall comply with Landlord's systems and procedures.

19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

20. Tenant shall not canvass, solicit, or peddle in or about the Building or the Property.

21. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Demised Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Demised Premises) as a non-smoking building.

22. Landlord shall have the right to designate and approve standard fire-rated window coverings for the Demised Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Demised Premises while they are exposed to the direct rays of the sun.

23. Deliveries to and from the Demised Premises shall be made only at the times, in the areas and through the entrances and exits designated by Landlord. Tenant shall not make deliveries to or from the Demised Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.

24. Intentionally omitted.
25. No unregistered or unlicensed vehicles are permitted to be parked, stored or otherwise set on the Property.
26. No hunting or firearms or setting off of firearms or fireworks is allowed on the Property.
27. The Property may only be used for its intended purpose, as stated in the Lease.
28. Intentionally omitted.

Certificate Of Completion

Envelope Id: 9D9621FE-EEEF-41CA-A310-9438A8F99B1E
 Subject: Complete with Docusign: 3-20-25 _ Marshall 31 LLC - Lease Agreement - Signed.pdf
 Source Envelope:
 Document Pages: 38
 Certificate Pages: 4
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Anna Mohamed
 99 Washington Ave
 Suite 1900
 Albany, NY 12260
 amohamed@woh.com
 IP Address: 100.40.194.129

Record Tracking

Status: Original
 3/25/2025 6:34:03 AM

Holder: Anna Mohamed
 amohamed@woh.com

Location: DocuSign

Signer Events

LENARD THYLAN
 lmt2001@att.net
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 2D8215370A39415...

Signature Adoption: Pre-selected Style
 Using IP Address: 174.229.94.11
 Signed using mobile

Timestamp

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 Viewed: 3/25/2025 7:02:46 AM
 Signed: 3/25/2025 7:02:56 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/25/2025 7:02:46 AM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted
 Certified Delivered Security Checked
 Signing Complete Security Checked
 Completed Security Checked

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 3/25/2025 7:02:56 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Whiteman Osterman & Hanna LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Whiteman Osterman & Hanna LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at rshwab@woh.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to rshwab@woh.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Whiteman Osterman & Hanna LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Whiteman Osterman & Hanna LLP during the course of your relationship with Whiteman Osterman & Hanna LLP.