

JOHN T. CASEY  
*Attorney at Law*  
47 Second Street  
Troy, New York 12180  
*Phone 518-441-8685 fax 518-274-4383*

January 31, 2018

VIA E-MAIL TO *legals@troyrecord.com*

The Record  
270 River Street Triangle, Suite 202 B  
Troy, NY 12180

**Re: Notice of Public Hearing for the Town of Poestenkill Enacting  
a permanent limited tax exemption for Cold War Veterans**

Sirs and Madams:

As Poestenkill Town Attorney, I am transmitting to you a Notice of Public Hearing to be published in the legal notices section of The Record one (1) time at least 10 days before the February 15, 2018 board meeting.

Please send the billing and the affidavit of publication to:

Hon. Susan Horton, Town Clerk  
Poestenkill Town Hall  
P.O. Box 210  
Poestenkill, NY 12140

It is not necessary to send the billing and the affidavit of publication to me. Thank you for your attention to this matter.

Very truly yours,

s/ John T. Casey

JOHN T. CASEY  
*Poestenkill Town Attorney*

*cc: Town Board, Town Clerk*

**NOTICE OF PUBLIC HEARING  
TOWN OF POESTENKILL**

Notice is hereby given that the Town Board of the Town of Poestenkill will conduct a public hearing pursuant to Town Law § 184 (2) at the Poestenkill Town Hall, 38 Davis Drive in the Town of Poestenkill, County of Rensselaer at 7:00 P.M. February 15, 2018, to consider the TOWN OF POESTENKILL LOCAL LAW NO. 2 for 2018 making permanent the limited tax exemption for Cold War Veterans by repealing so much of Town of Poestenkill Local Law No. 1 of 2009 as provided for a ten-year sunset.

At the aforesaid time and place of hearing, all interested persons will be given the opportunity to be heard concerning the proposed agreement and resolution.

DATED: January 31, 2018

By Order of the Town Board  
of the Town of Poestenkill  
Susan Horton, Town Clerk

Approved as to form by  
John T. Casey, Esq., Town Attorney

TOWN BOARD MINUTES  
TOWN OF POESTENKILL  
TOWN BOARD MEETING  
JANUARY 18, 2018

Not approved at time of distribution)

ROLL CALL AS FOLLOWS

|                      |         |
|----------------------|---------|
| Councilwoman Butler  | Present |
| Councilman Hass      | Present |
| Councilman Van Slyke | Present |
| Councilman Wohlleber | Present |
| Supervisor Jacangelo | Present |

NON-VOTING MEMBERS

Susan Horton, Absent  
Jack Casey, Town Attorney

Supervisor Jacangelo led the audience in the Pledge of Allegiance and the first order of business was to swear in Judy Grattan as the temporary Deputy Town Clerk in the absence of the Town Clerk for tonight's meeting. Supervisor Jacangelo made this motion and it was seconded by Wohlleber and carried for this temporary appointment. Attorney Casey swore in Judy Grattan as the temporary Deputy Town Clerk for tonight's meeting.

Motion by Hass, seconded by Wohlleber and carried that the bills were audited for payment.

Supervisor Jacangelo opened the Public Hearing at 7 p.m. on proposed local law # 1-2018 which is a law to regulate visitor conduct at the Barberville Natural area once the Town assumes ownership. Written comments will be accepted after the public hearing or any other information and the record will stay open until the Town Board decides when/if a local law will be adopted. The Affidavit of Publication was available for review. Many of the residents that spoke were concerned over the issue of allowing hunting on the preserve at all. Cleaning up the area was also discussed and is a concern. One gentleman wanted to know why the town wanted the property to begin with. Supervisor Jacangelo stated that the Nature Conservancy has not been a good steward of the property for some time and he feels that the Town can do a very good job taking care of the property. A majority vote of the Town Board is needed to acquire the property. Liability was also discussed as an issue from concerned citizens. Traffic at the site was also discussed and Supervisor Jacangelo stated that this will be discussed further if the plan to acquire the property goes forward. One person felt that the law should be for town residents only. Parking permits were talked about and who would be issuing them and who would be enforcing rules. Fines were also discussed. Supervisor Jacangelo stated that the CAC had met and had some additional comments. Councilman Van Slyke has concerns over the parking area and how many permits would be issued. There was a lengthy discussion on the deed restrictions of the property when/if the transfer of the property to the Town. No final vote was taken this evening on the acquisition of the property or the proposed local law. After everyone was given the opportunity to speak, the hearing was concluded at 8:15 p.m.

Supervisor Jacangelo opened the floor to public comment. T. Jacangelo wanted to speak on the issue of violations at the apartments on Rt. 66. Supervisor Jacangelo stated that he will speak to the Code Enforcement Officer and follow up with the Sheriff's Dept. Also, a discussion took place about a noise issue on Abbott Dr.

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to accept the Town Clerk's minutes of the December 14, 2017 with the amendment that was included in the Town Board's packets which stated that Councilman Van Slyke voted no and did not abstain to the doubling of the license fee when an unlicensed dog was picked up after March 2018. He also wanted it added that a discussion was held regarding when/if there is a need to recuse themselves from certain issues at a meeting which was not included in the original minutes. Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes to accept the Town Clerk's minutes of the December 28, 2017 Year End meeting as written. Motion by Wohlleber, seconded by Van Slyke and an oral vote of 5 ayes to accept the 2018 Organizational Meeting of January 4, 2018, as written.

#### Liaison Reports:

Planning Board –Town Board members had copies of the Planning Board's meeting of January 2, 2018. J. Grattan elaborated on the meeting.

Zoning Board – The ZBA meeting of January 9, 2018 was cancelled due to lack of agenda items.

Fire Company – Town Board members had copies of the Fire Co. December 2017 report.

Library –E. Gresens reported on the activities at the Library.

Youth Advisory Board-Councilman Wohlleber reported on the happenings of the Youth Board.

CAC- The CAC members met and discussed the Barberville Falls acquisition.

Correspondence: Memo dated January 11<sup>th</sup> from Charter Communications reviewing the new program line up.

Index of Resolutions and Local Laws- The Town Clerk has prepared an indexing of Resolutions and Local Laws from 1952-2017. Town Board members all have copies.

NYS Unified Court System-Memo dated December 28, 2017 wanting a copy of the examination for fiscal year ending December 31, 2017 of our Town Court records and a copy of the Town Board's resolution acknowledging that the examination was conducted. This will be scheduled with the court.

Retirement Letter-An official letter from Lana Cassidy advising the Board that she will be retiring at the end of 2018. Lana was present to officially tell the Town Board that she was retiring at the end of this year.

#### Discussion Items:

Association of Towns Meeting and the assigning of delegates-No delegates will be attending.

#### Action Items:

Assign Delegates for the Association of Towns Meeting-No delegates will be going to the NYC Association of Towns meeting

Approve the 2018 Proposal for Engineering Services-Motion by Hass, seconded by Butler and an oral vote of 5 ayes authorizing the Supervisor to sign the 2018 Proposal for Engineering Services related to the Landfill Consent Order from Ryan Biggs/Clark Davis Project #10603-5

Local Law-Eliminate the 10-year limit for Cold War Veterans-Supervisor Jacangelo stated that this will be done before the dead line is here.

Budget Transfers:

RESOLUTION #1-2108-IN THE MATTER OF THE TRANSFER OF CERTAIN WATER FUND BUDGET LINES Resolved, that it is hereby authorized and directed as follows that the sum of \$2,284.54 be transferred from Water Budget Line 8310.2 (Billing Equip) to Water Budget Line 8320.4 (System Repairs) for the water leak on December 29, 2017.

MOVED BY: Councilwoman Butler

SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

- Councilwoman Butler YES
- Councilman Hass YES
- Councilman Van Slyke YES
- Councilman Wohlleber YES
- Supervisor Jacangelo YES

Reports:

Supervisor’s Report- Supervisor Jacangelo reported that L. Kane PB and ZB secretary has returned to work after a recent absence.

Town Attorney’s Report – Mr. Casey reported on the matters that he worked on since the last Town Board meeting.

Town Clerk’s Report – Motion by Butler, seconded by Hass and an oral vote of 5 ayes to accept the Town Clerk’s report of December 2017. The total amount received in the Clerk’s office was \$5,191.38 and of that amount \$4,561.71 was remitted to the Supervisor. Town Board members had copies of the Town Clerk’s Revenue/Disbursement Report for the year ending 2017. Town Board members had copies of the Building Inspector/Code Enforcement Officer’s written report. There were also reports from the Assessor, DCO, 811 report, Water report and the Highway Dept. report.

Payment of Bills:

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant #1-2018 in the amount of \$25,107.18. Motion by Hass, seconded by Van Slyke and an oral vote of 5 ayes to pay Warrant #2-2018 in the amount of \$3,835.61.

Motion by Supervisor Jacangelo, seconded by Hass and carried to exit to Executive Session at 9:10 p.m. to discuss potential property acquisition with no votes being taken. Motion by Van Slyke, seconded by Butler to exit Executive Session at 9:37 p.m.

Motion by Wohlleber, seconded by Hass and carried to adjourn this meeting at 9:37 p.m.

Respectfully submitted,

*Judy Grattan*  
Judy Grattan

Temporary Deputy Town Clerk



Department of  
Transportation

ANDREW M. CUOMO  
Governor

PAUL A. KARAS  
Acting Commissioner

SAM ZHOU, P.E.  
Regional Director

January 19, 2018

Case #1170169

Mr. Dominic Jacangelo  
Supervisor, Town of Poestenkill  
PO Box 210  
Poestenkill, NY 12140

Re: **SAFETY CONCERNS  
ROUTE 66  
TOWN OF POESTENKILL**

Dear Mr. Jacangelo:

This is in response to your September 14, 2017 email to our Rensselaer County Residency requesting a review of the shoulder use on Route 66 in front of the Algonquin Middle School in the Town of Poestenkill. Your request was forwarded to our office for review.

We conducted an investigation of Route 66 at the school, which included observing traffic during the morning arrival of students. Our observations found that there are numerous vehicles passing stopped left turning vehicles on the shoulder. Our observations revealed the traffic backups on Route 66 with vehicles waiting to turn into the school are partially caused by the traffic flow within the school property.

We have determined that it may be beneficial to install two (2) "State Law – Do Not Drive on Shoulder" signs to reinforce the message to motorists of this illegal maneuver. We will arrange to have these signs installed as our workload will allow. By copy of this letter, we will also bring your concern to the attention of the State Police and Rensselaer County Sheriff for their consideration for increased enforcement.

Thank you for bringing your concerns about this location to our attention. If you have any questions, feel free to call Jim Corbett at 518-457-5283.

Sincerely,

Mark Pyskadlo, P.E.  
Regional Traffic Engineer

cc: R. Messia, Principal, Algonquin Middle School  
S. Clinton, Rensselaer County Residency  
New York State Police, Troop G  
Rensselaer County Sheriff



**Planning Board**

## **TOWN OF POESTENKILL**

38 Davis Drive / P.O. Box 210  
Poestenkill, NY 12140  
(518) 283-5100 Phone  
(518) 283-7550 Fax

### **PLANNING BOARD AGENDA**

**February 6, 2018**

**7:30 Meeting Opens – Pledge of Allegiance**

**Minutes of the January 2, 2018 Meeting**

**Public Comments**

**New Business:**

Victoria Spring  
126.-3-8.11

SUP – Home Occupation  
93 Blue Factory Road

Rocco Testa  
136.-9-1.4

Classification 4 lot Minor Subdivision  
285 Algonquin Beach Road

43 Mall Ltd  
114-2-3.11

Lochvue Subdivision Amendment to Plat  
Lochvue Drive

**Other:**

**Jeffrey Briggs**  
**Tom Russell**  
**Bob Dore**

**to attend February Meetings**  
**to attend March Meetings**  
**to attend April Meetings**

Poestenkill Fire Company  
Custom Summary Report  
January 2018

|                                      | <u>Jan 18</u>            |
|--------------------------------------|--------------------------|
| <b>Expense</b>                       |                          |
| <b>Building Fuel (heating)</b>       |                          |
| East Poestenkill (propane)           | 1,075.55                 |
| Main Station (Propanel)              | 3,366.16                 |
| <b>Total Building Fuel (heating)</b> | <u>4,441.71</u>          |
| <b>Building Maintance</b>            |                          |
| Cleaning Supplies                    | 64.78                    |
| East Poestenkill                     | 984.00                   |
| Refuse                               | 145.07                   |
| Building Maintance - Other           | 456.66                   |
| <b>Total Building Maintance</b>      | <u>1,650.51</u>          |
| <b>Electric</b>                      |                          |
| East Poestenkill                     | 149.07                   |
| Main Station                         | 21.02                    |
| <b>Total Electric</b>                | <u>170.09</u>            |
| <b>Equipment</b>                     |                          |
| New Equipment                        | 1,815.73                 |
| Repair & Maintance                   | 24.63                    |
| <b>Total Equipment</b>               | <u>1,840.36</u>          |
| <b>Fire Trucks</b>                   |                          |
| Fuel                                 | 565.56                   |
| Repair & Maintance                   | 1,684.45                 |
| <b>Total Fire Trucks</b>             | <u>2,250.01</u>          |
| <b>Insurance</b>                     |                          |
| Accident & Sickness                  | 3,044.00                 |
| Workman's Compensation               | 12,804.70                |
| <b>Total Insurance</b>               | <u>15,848.70</u>         |
| Internet and Phone                   | 96.09                    |
| Medical Supplies                     | 0.38                     |
| Memorial Donation                    | 65.00                    |
| Security Alarm                       | 65.00                    |
| Solar                                | 135.85                   |
| <b>Telephone</b>                     |                          |
| East Poestenkill                     | 40.56                    |
| Main Station                         | 51.47                    |
| <b>Total Telephone</b>               | <u>92.03</u>             |
| Water Tax                            | 351.36                   |
| <b>Total Expense</b>                 | <u>27,007.09</u>         |
| <b>Net Income</b>                    | <u><u>-27,007.09</u></u> |



Tonight marks the fourth public meeting that the Town has held regarding the acquisition of the Barberville Falls Preserve from The Nature Conservancy, yet it is the first time we have heard anything from the Town about an Environmental Impact Study. The Nature Conservancy did not need an Environmental Impact Study to open this Preserve in 1968, as SEQRA did not exist until the 1970's. That should not mean that the Preserve, along with all of the stress it brings to the Barberville neighborhood, should be grandfathered in.

Our neighborhood has suffered 50 long years of abuse by visitors of this preserve in the form of noise, trespass, litter, dogs off leash, drug and alcohol use, public sex, and parking issues following the The Nature Conservancy's creation, marketing, and subsequent neglect of this preserve. Should the Town take ownership, we are demanding an end to the mismanagement. This can only happen if the Town plays by the rules of the law regarding this Type I action; laying out and Memorializing a Mitigation strategy that is sound and sustainable.

Under Poestenkill Town Law Chapter 119, part 617, the Criteria for Determining Significance (Type 1 action) is clearly laid out. Aside from the obvious current detrimental effects of the preserve on our daily life as it stands, the Town has proposed adding, by law: fishing, hunting, parking by permit-only, special use permits in summer, and ticketing, towing and booting of un-permitted cars. Outside of any **Memorialized Accountability** the Town has additionally proposed: a new parking lot, a new trail system, and new signage.

All of the aforementioned new laws and strategies may well improve the quality of life in the Barberville neighborhood. They also meet the criteria for a Type 1 Environmental Impact Statement.

For example:

Allowing Fishing brings a great number of new visitors, and with them certainly more trespassing and litter.

A new parking lot and trail system absolutely changes the quality and character of our neighborhood.

Will this new Permit-only parking system not result in un-permitted cars searching the neighborhood for attractive hiding places, further stressing the community?

We are hoping that this Type 1 Action, which requires an EIS will in some way force the Town to **finally answer the questions we have been asking from the start** :

1. Who will be making sure that all vehicles parked in our neighborhood have the proper permits?

**Full Environmental Assessment Form  
Part 1 - Project and Setting**

TB 2/15

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

|  |                                 |                       |
|--|---------------------------------|-----------------------|
| Name of Action or Project:<br>Acquisition of Barberville Falls Natural Resource Area   |                                 |                       |
| Project Location (describe, and attach a general location map):<br>Town of Poestenkill, Northwest section of land at the approximate corner of Plank Road and Blue Factory Road                    |                                 |                       |
| Brief Description of Proposed Action (include purpose or need):<br>Transfer of 138 acres of land from the Nature Conservancy to the Town of Poestenkill for resource protection and public access. |                                 |                       |
| Name of Applicant/Sponsor:<br>Town Of Poestenkill  | Telephone: 518-283-5100         | E-Mail:               |
| Address: 38 Davis Drive  |                                 |                       |
| City/PO: Poestenkill   | State: NY                       | Zip Code: 12140       |
| Project Contact (if not same as sponsor; give name and title/role):<br>June Butler   | Telephone: 518-283-5200 ext 100 | E-Mail:               |
| Address:<br>Same as above  |                                 |                       |
| City/PO:   | State:                          | Zip Code:             |
| Property Owner (if not same as sponsor):<br>The Nature Conservancy   | Telephone: 518-690-7851         | E-Mail: mlevy@tnc.org |
| Address:<br>195 New Karner Road  |                                 |                       |
| City/PO: Albany  | State: NY                       | Zip Code: 12205       |

**B. Government Approvals**

| <b>B. Government Approvals, Funding, or Sponsorship.</b> (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.) |   |   |
|---|---|---|
| <b>Government Entity</b>  | <b>If Yes: Identify Agency and Approval(s) Required</b> | <b>Application Date (Actual or projected)</b>                       |
| a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees                         | Town Board  | April 2018  |
| b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                             |   |   |
| c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                          |   |   |
| d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |   |
| e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |   |   |
| f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |   |   |
| g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |   |
| h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |   |   |
| i. Coastal Resources.   |   |   |
| i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?   |   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?  |   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| iii. Is the project site within a Coastal Erosion Hazard Area?  |   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

**C. Planning and Zoning**

| <b>C.1. Planning and zoning actions.</b>  |   |
|---|---|
| Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?                                   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <ul style="list-style-type: none"> <li>• <b>If Yes</b>, complete sections C, F and G.</li> <li>• <b>If No</b>, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>                           |   |
| <b>C.2. Adopted land use plans.</b>   |   |
| a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes, identify the plan(s):   |   |
| The site is within a county contained in the Federal Hudson Valley Heritage Area and within the State Hudson Valley Greenway.   |   |
| _____   |   |
| _____   |   |
| c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes, identify the plan(s):   |   |
| _____   |   |
| _____   |   |
| _____   |   |

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
 If Yes, what is the zoning classification(s) including any applicable overlay district?  
It is currently zoned Rural Residential 1.

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No  
 If Yes,  
 i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? Averill Park CSD

b. What police or other public protection forces serve the project site?  
State Police and Rensselaer County Sheriff's Office

c. Which fire protection and emergency medical services serve the project site?  
Poestenkill Fire Company, Mohawk Ambulance Service

d. What parks serve the project site?  
None

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Transfer to the Town for the existing purpose of public open space, passive recreation

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ 138 acres  
 b. Total acreage to be physically disturbed? \_\_\_\_\_ 1 acres  
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
 If Yes,  
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) \_\_\_\_\_  
 ii. Is a cluster/conservation layout proposed?  Yes  No  
 iii. Number of lots proposed? \_\_\_\_\_  
 iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will proposed action be constructed in multiple phases?  Yes  No  
 i. If No, anticipated period of construction: \_\_\_\_\_ months  
 ii. If Yes:  
 • Total number of phases anticipated \_\_\_\_\_  
 • Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year  
 • Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year  
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

|                             | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
|-----------------------------|-------------------|-------------------|---------------------|---------------------------------------|
| Initial Phase               | _____             | _____             | _____               | _____                                 |
| At completion of all phases | _____             | _____             | _____               | _____                                 |

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

i. Total number of structures \_\_\_\_\_  
 ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length  
 iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

i. Purpose of the impoundment: \_\_\_\_\_  
 ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_  
 iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_  
 iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres  
 v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length  
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  Yes  No  
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  
 If Yes:

i. What is the purpose of the excavation or dredging? \_\_\_\_\_  
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?  
 • Volume (specify tons or cubic yards): \_\_\_\_\_  
 • Over what duration of time? \_\_\_\_\_  
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. \_\_\_\_\_  
 \_\_\_\_\_  
 iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. \_\_\_\_\_  
 \_\_\_\_\_  
 v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres  
 vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres  
 vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet  
 viii. Will the excavation require blasting?  Yes  No  
 ix. Summarize site reclamation goals and plan: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_  
 \_\_\_\_\_

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

iii. Will proposed action cause or result in disturbance to bottom sediments?  Yes  No  
 If Yes, describe: \_\_\_\_\_

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No  
 If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

\_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?  Yes  No  
 If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No  
 If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No  
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No  
 If, Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

\_\_\_\_\_

vi. If water supply will be from wells (public or private), maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No  
 If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No  
 If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

• Do existing sewer lines serve the project site?  Yes  No  
 • Will line extension within an existing district be necessary to serve the project?  Yes  No  
 If Yes:  
 • Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:  
 • Applicant/sponsor for new district: \_\_\_\_\_  
 • Date application submitted or anticipated: \_\_\_\_\_  
 • What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:  
 i. How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)  
 ii. Describe types of new point sources. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:  
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_  
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_  
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_  
 \_\_\_\_\_

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:  
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No  
 ii. In addition to emissions as calculated in the application, the project will generate:  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 • \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

---

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: \_\_\_\_\_

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

iv. Does the proposed action include any shared use parking?  Yes  No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_

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vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site?  Yes  No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

iii. Will the proposed action require a new, or an upgrade to, an existing substation?  Yes  No

---

l. Hours of operation. Answer all items which apply.

|  |   |
|--|---|
| <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> | <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ Sunrise to Sunset</li> <li>• Saturday: _____ Sunrise to Sunset</li> <li>• Sunday: _____ Sunrise to Sunset</li> <li>• Holidays: _____ Sunrise to Sunset</li> </ul> |
|--|---|



m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No

If yes:

i. Provide details including sources, time of day and duration: \_\_\_\_\_

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
Describe: \_\_\_\_\_

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n. Will the proposed action have outdoor lighting?  Yes  No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: \_\_\_\_\_

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
Describe: \_\_\_\_\_

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o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_

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p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No

If Yes:

i. Product(s) to be stored \_\_\_\_\_

ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)

iii. Generally describe proposed storage facilities: \_\_\_\_\_

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q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No

If Yes:

i. Describe proposed treatment(s): \_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

---

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)
- Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: \_\_\_\_\_
- Operation: \_\_\_\_\_

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: \_\_\_\_\_
- Operation: \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No  
 If Yes:  
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_  
 ii. Anticipated rate of disposal/processing:  
 • \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or  
 • \_\_\_\_\_ Tons/hour, if combustion or thermal treatment  
 iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No  
 If Yes:  
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_  
 \_\_\_\_\_  
 ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month  
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No  
 If Yes: provide name and location of facility: \_\_\_\_\_  
 \_\_\_\_\_  
 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:  
 \_\_\_\_\_  
 \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.  
 i. Check all uses that occur on, adjoining and near the project site.  
 Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_  
 ii. If mix of uses, generally describe:  
 Project are is surrounded by a mix of uses including residential homes, agricultural lands and privately held forested lands.  
 \_\_\_\_\_

b. Land uses and coverytypes on the project site.

| Land use or Coverytype   | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|--|-----------------|----------------------------------|--------------------|
| • Roads, buildings, and other paved or impervious surfaces                               |                 |                                  |                    |
| • Forested   | 135             | 134                              | 1                  |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) |                 |                                  |                    |
| • Agricultural (includes active orchards, field, greenhouse etc.)                        |                 |                                  |                    |
| • Surface water features (lakes, ponds, streams, rivers, etc.)                           | 3               | 3                                |                    |
| • Wetlands (freshwater or tidal)   |                 |                                  |                    |
| • Non-vegetated (bare rock, earth or fill)   |                 |                                  |                    |
| • Other Describe: _____  |                 |                                  |                    |

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
 i. If Yes: explain: Passive recreation is allowed by the Nature Conservancy

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d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
 If Yes,  
 i. Identify Facilities:  
 \_\_\_\_\_  
 \_\_\_\_\_

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e. Does the project site contain an existing dam?  Yes  No  
 If Yes:  
 i. Dimensions of the dam and impoundment:  
 • Dam height: \_\_\_\_\_ feet  
 • Dam length: \_\_\_\_\_ feet  
 • Surface area: \_\_\_\_\_ acres  
 • Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
 ii. Dam's existing hazard classification: \_\_\_\_\_  
 iii. Provide date and summarize results of last inspection:  
 \_\_\_\_\_  
 \_\_\_\_\_

---

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
 If Yes:  
 i. Has the facility been formally closed?  Yes  No  
 • If yes, cite sources/documentation: \_\_\_\_\_  
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_  
 \_\_\_\_\_

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g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
 If Yes:  
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:  
 \_\_\_\_\_  
 \_\_\_\_\_

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h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
 If Yes:  
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
 ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
 If yes, provide DEC ID number(s): \_\_\_\_\_  
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
 \_\_\_\_\_  
 \_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ 18 inches feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ 10 %

c. Predominant soil type(s) present on project site: Buckland soils course-loamy \_\_\_\_\_ 90 %  
 \_\_\_\_\_ %  
 \_\_\_\_\_ %

d. What is the average depth to the water table on the project site? Average: Unknown feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ 90 % of site  
 Moderately Well Drained: \_\_\_\_\_ 9 % of site  
 Poorly Drained \_\_\_\_\_ 1 % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ 85 % of site  
 10-15%: \_\_\_\_\_ % of site  
 15% or greater: \_\_\_\_\_ 15 % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: Waterfall  
 \_\_\_\_\_

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No  
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name Poesten Kill Classification 1A
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name \_\_\_\_\_ Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_  
 \_\_\_\_\_

i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100 year Floodplain?  Yes  No

k. Is the project site in the 500 year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:  
 i. Name of aquifer: \_\_\_\_\_

|  |   |               |  |      |         |  |               |       |  |  |
|--|---|---------------|--|------|---------|--|---------------|-------|--|--|
| <p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <table style="width: 100%; border: none;"> <tr> <td style="border-bottom: 1px solid black; width: 33%;">species associated with hardwood forest</td> <td style="border-bottom: 1px solid black; width: 33%;">various birds</td> <td style="border-bottom: 1px solid black; width: 33%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">deer</td> <td style="border-bottom: 1px solid black;">raptors</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">small rodents</td> <td style="border-bottom: 1px solid black;">trout</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table> | species associated with hardwood forest | various birds |  | deer | raptors |  | small rodents | trout |  |  |
| species associated with hardwood forest  | various birds                           |               |  |      |         |  |               |       |  |  |
| deer   | raptors                                 |               |  |      |         |  |               |       |  |  |
| small rodents  | trout                                   |               |  |      |         |  |               |       |  |  |
| <p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>   |   |               |  |      |         |  |               |       |  |  |
| <p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>None have been noted in the NY Natural Heritage Data.</p>  |   |               |  |      |         |  |               |       |  |  |
| <p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>See above.</p>   |   |               |  |      |         |  |               |       |  |  |
| <p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>Deer hunting is alleged to take place on the property although not currently permitted.</p>  |   |               |  |      |         |  |               |       |  |  |
| <b>E.3. Designated Public Resources On or Near Project Site</b>  |   |               |  |      |         |  |               |       |  |  |
| <p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: _____</p>  |   |               |  |      |         |  |               |       |  |  |
| <p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>   |   |               |  |      |         |  |               |       |  |  |
| <p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>Site is part of Rensselaer Plateau features</p>  |   |               |  |      |         |  |               |       |  |  |
| <p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>  |   |               |  |      |         |  |               |       |  |  |

|   |   |
|---|---|
| e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes:   |   |
| <i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District   |   |
| <i>ii.</i> Name: _____  |   |
| <i>iii.</i> Brief description of attributes on which listing is based: _____  |   |
| f. 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?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site?   |   |
| If Yes:   |   |
| <i>i.</i> Describe possible resource(s): _____  |   |
| <i>ii.</i> Basis for identification: _____  |   |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes:   |   |
| <i>i.</i> Identify resource: _____  |   |
| <i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____  |   |
| <i>iii.</i> Distance between project and resource: _____ miles.   |   |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes:   |   |
| <i>i.</i> Identify the name of the river and its designation: _____   |   |
| <i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?   |   |
| <input type="checkbox"/> Yes <input type="checkbox"/> No  |   |

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Town of Poestenkill Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on the 15<sup>th</sup> day of February, 2018.

**LOCAL LAW NO. 2 OF 2018**

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**ENACTING A PERMANENT COLD WAR VETERANS LIMITED TOWN TAX EXEMPTION LAW FOR THE TOWN OF POESTENKILL**

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*WHEREAS*, by Local Law No. 1 of the year 2009, the Town Board of the Town of Poestenkill enacted a COLD WAR VETERANS LIMITED TOWN TAX EXEMPTION LAW OF THE TOWN OF POESTENKILL which by terms recited at § 4 (c)(iii) said law would expire ten years after enactment; and

*WHEREAS*, the New York State Legislature has amended NYS Real Property Law § 458-b, and the Governor signed such amendment into law September 12, 2017, to allow municipalities to remove the 10-year sunset clause at the local option of the taxing jurisdiction;

**NOW, LET IT THEREFORE BE**

**RESOLVED**, that pursuant to NYS Real Property Law § 458-b (2)(a)(iii), the ten-year sunset provision of Local Law No. 1 of 2009 of the Town of Poestenkill is hereby repealed, and the exemption authorized shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners.

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MOVED BY: \_\_\_\_\_

Prepared and approved as to form by:  
John T. Casey, Town Attorney

SECONDED BY: \_\_\_\_\_

**VOTED UPON AS FOLLOWS:**

Councilwoman June Butler: \_\_\_\_\_

Councilman David Hass: \_\_\_\_\_

Councilman Harold Van Slyke: \_\_\_\_\_

Councilman Eric Wohlleber: \_\_\_\_\_

Supervisor Dominic Jacangelo: \_\_\_\_\_

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# Library Lease Agreement 2018

This Lease Agreement is effective as of the 1st day of January, 2018 between the **Town of Poestenkill**, a municipal corporation and political and geographic subdivision of the County of Rensselaer, State of New York, having offices at the Poestenkill Town Hall on Davis Drive in the Town of Poestenkill (hereinafter the "Lessor") and the **Poestenkill Library**, an education corporation duly chartered by the Regents of the State of New York, and having offices at the Poestenkill Library Building located on 9 Plank Road in the Town of Poestenkill (hereinafter the "Lessee").

## 1. Premises

Lessor hereby rents to Lessee and Lessee hereby accepts in its present condition, the Building located at 9 Plank Road, Poestenkill, New York. For purposes of this Lease, "Building" includes external porches, steps, front walk and access ramp. It does not include surrounding lawn, land, parking lot or fences. The foregoing notwithstanding, the Lessee shall also be entitled to the use of the parking facilities for its officers, employees, volunteers, patrons and invitees during such times and to such extent as may be reasonably necessary for the operation, maintenance and use of the Building for library purposes.

## 2. Term

The term of this Lease shall start on January 1, 2018 and shall extend through December 31, 2018. Provided that the Lessee substantially complies with the terms and conditions of this Lease and provided further that the Lessee dutifully and satisfactorily continues to supply library services to the Town and its residents as set forth in the separate annual Library Services Agreement between the parties hereto, this Lease shall be renewable annually for a term of one year at the option of the Lessee for a total of twenty (20) years from the inception of the initial lease (i.e., through December 31, 2021). Subject to the foregoing, each year during said twenty year period the Lessee shall be deemed to have exercised its option to renew this Lease for the following year unless the Lessee gives to the Lessor written notice no later than September 1 of the Lessee's intent to not renew for the following calendar year. After December 31, 2021, the Lease may be renewed for such period and upon such terms as might be then agreed upon and duly memorialized by the parties.

## 3. Rent

Lessee agrees to pay Lessor, without demand, as rent for the premises, the sum of ONE DOLLAR (\$1.00) per year, payable in January of each year, together with other good and valuable consideration, including especially the providing of library services to the residents of the Town as described and set forth in a separate annual Library Services Agreement between the parties hereto.



## ***POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2017***

### **4. Use of the premises**

The Building shall be used exclusively as a public library. Neither the Building nor any part of the Building shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind.

### **5. Condition of the Premises**

Lessee acknowledges that Lessee examined the Building at the time it was first leased and that it was, at that time, in good order and good repair, and in a safe, clean and usable condition. Except as to items which are specifically prescribed herein to be the responsibility of the Lessor, all responsibility for maintaining the Building in good order and good repair and in a safe, clean and usable condition shall hereafter be that of the Lessee.

### **6. Assignment and Subletting**

Lessee shall not assign this Lease, or sublet or grant any concession or license to use the Building or any part of the Building, without Lessor's prior written consent.

### **7. Alterations and Improvements**

A. Lessee shall make no alterations to the Building or construct any addition or make other improvements without the prior written consent of the Lessor.

B. Any alterations, changes and improvements built, constructed or placed on or around the Building by the Lessee, with the exception of fixtures properly removable without damage to the Building and movable personal property, shall, unless otherwise provided by written agreement between the Lessor and the Lessee, become the property of the Lessor and remain at the expiration or earlier termination of this Lease.

### **8. Damage to the Premises**

If the Building, or any part of the Building, shall be partially or fully damaged or destroyed by fire or other casualty, the Lessor shall decide whether or not to rebuild or repair the Building. If Lessor shall decide not to rebuild or repair, the term of this Lease shall end.

### **9. Dangerous Materials**

Lessee shall not keep or have in or around the Building any article, substance or thing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire in or around the Building or that might be considered hazardous.

## ***POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2017***

### **10. Utilities**

Lessee shall be solely responsible for arranging and paying for fuel oil and electrical service to the Building and any and all other utility services required or desired by the Lessee. Any such services shall be transferred to, initiated or maintained in the name of the Lessee which shall not default on any obligation to a utility provider for utility services at the Building. Any breach of this requirement shall be deemed a substantial breach of this Lease justifying termination thereof by the Lessor.

### **11. Maintenance and Repair**

A. Lessor shall be responsible for the maintenance and repair of the Building's mechanical and electrical systems (furnace, air conditioner, fixed electric wiring, plumbing, well and septic system) exterior painting and roof repair. Lessor shall maintain the land, lawn, parking lot and fences including grass and shrubbery trimming and snow removal from the parking lot and access ramp.

B. Lessee shall keep and maintain the Building and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular Lessee shall keep the fixtures in the Building in good order and repair and keep the porches and steps free of dirt and debris.

C. Lessee shall make all required repairs to the plumbing and electric fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Lessee's misuse, waste or neglect, or that of Lessee's agent or visitor.

D. Lessee agrees that no signs shall be placed on or visible from the exterior of the Building or painting done on or about the Building without Lessor's prior written consent.

E. Lessee agrees to promptly notify Lessor in the event of any damage, defect or destruction of the Building, or the failure of any of Lessor's appliances or mechanical systems, and except for repairs that are the obligation of Lessee pursuant to Subsection C above, Lessor shall, subject to the terms of Section 8 above, use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

### **12. Animals**

Lessee shall keep no domestic or other animals in or about the Building without prior written consent of Lessor.

### **13. Right of Inspection**

Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Building for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

**14. Holdover by Lessee**

Should Lessee remain in possession of the Building with the consent of Lessor after the expiration of the term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days notice by either party or longer notice if required by law.

**15. Surrender of Premises**

At the expiration of this Lease, Lessee shall quit and surrender the Building in as good condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

**16. Abandonment**

If at any time during the term of this Lease, Lessee abandons the Building, Lessor may enter the Building by any means without liability to Lessee for damages. Lessor may dispose of any of Lessee's abandoned personal property as Lessor deems appropriate, without liability to Lessee. Lessor is entitled to presume that Lessee has abandoned the Building if Lessee removes substantially all of Lessee's furnishings from the Building, if the Building is unoccupied for a period of four (4) consecutive weeks, or if it would otherwise be reasonable for Lessor to presume under the circumstances that Lessee has abandoned the Building. Lessor shall provide the Lessee with written notice of the Lessor's intent to treat the Building or the contents thereof as abandoned, with such notice directed and given as provided in Paragraph 24 hereof.

**17. Renewal**

This lease may be renewed with the same or different terms and conditions by agreement between the parties. Notice of desire to renew beyond December 31, 2021 must be delivered by the Lessee to the Lessor at least 120 days prior to said date. If timely notice is delivered, the Lessor will not enter into a lease with a different party without first giving the Lessee the opportunity to negotiate a renewal lease agreement.

**18. Security**

Lessee acknowledges that Lessor provides a security alarm system for the Building but that such alarm system is not represented or warranted to be complete in all respects or to protect Lessee from all harm. Lessee hereby releases Lessor from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

## ***POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2017***

### **19. Insurance**

A. Lessee acknowledges that Lessor will not provide insurance coverage for Lessee's property, nor shall Lessor be responsible for any loss of Lessee's property, whether by theft, fire, flood, act of God, or otherwise.

B. Lessee will maintain liability insurance which names Lessor as an additional insured. Any such policy shall be from an A.M. Best rated "secured" New York State licensed insurer; contain a 30-day notice of cancellation; and state that the coverage shall be primary coverage for the Town of Poestenkill, its Board, officials, employees and volunteers.

C. Lessee agrees to indemnify the Town of Poestenkill for any applicable deductibles.

D. Required insurance shall include general premises liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, and statutory workers' compensation and employers' liability insurance for all of the Lessee's employees.

E. Lessee acknowledges that failure to obtain or maintain such insurance on behalf of the Town of Poestenkill constitutes a material breach of contract and subjects Lessee to liability for damages, indemnification and all other legal remedies available to the Town of Poestenkill. Lessee is to annually provide Lessor with a certificate of insurance, evidencing that the above requirements have been met. The failure of the Lessor to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the Town of Poestenkill.

F. The presence; or absence of insurance as provided above notwithstanding, and to the fullest extent provided by law, the Lessee shall indemnify, hold harmless and defend the Lessor Town of Poestenkill against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the Town of Poestenkill for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Lessor's or Lessee's employees or volunteers, or on account of damages to property, including loss of use thereof, arising directly or indirectly from the Lessee's use and occupancy of the premises or from any acts or omissions on the part of the Lessee, its employees, agents, representatives, volunteers, patrons or invitees. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law. The indemnity provided by requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.

### **20. Binding Effect**

The covenants and conditions contained in this Lease shall apply to and bind the legal representatives and permitted assigns of the parties.

**POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2017**

**21. Governing Law**

This Lease shall be governed by, construed and enforced in accordance with the laws of the State of New York.

**22. Severability**

If any part or parts of this Lease shall be held to be unenforceable for any reason, the remainder of this Lease shall continue in full force and effect.

**23. Entire Agreement**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only in writing signed by both Lessor and Lessee.

**24. Notices**

Any notice required or otherwise given pursuant to this Lease shall be in writing and either delivered or mailed, as follows: if to Lessee, via hand delivery to an officer or agent of the Lessee at the Building, or via certified mail, return receipt requested, to the Poestenkill Library, P.O. Box 305, Poestenkill, New York 12140; and if to Lessor, via hand delivery to an officer or agent of the Lessor at the Poestenkill Town Hall, or via certified mail, return receipt requested, to the Poestenkill Town Supervisor, P.O. Box 210, Poestenkill, New York 12140. Each party shall immediately notify the other in writing of any change of mailing address for purpose of receiving any such notice and failure to do so shall operate as a waiver of any defense based upon said party's claimed failure to receive a notice sent to said party's last reported address.

*In Witness Whereof*, the parties have caused this Lease to be executed the day and year first written above.

**Poestenkill Library (Lessee)**

**Town of Poestenkill (Lessor)**

By: \_\_\_\_\_

By: \_\_\_\_\_

**POESTENKILL TOWN LIBRARY LEASE AGREEMENT 2017**

STATE OF NEW YORK                    )  
COUNTY OF RENSSELAER            ) ss.:

*On this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Eighteen, before me, the undersigned, personally appeared*

**DOMINIC J. JACANGELO**

*personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.*

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                    )  
COUNTY OF RENSSELAER            ) ss.:

*On this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Eighteen, before me, the undersigned, personally appeared*

*personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.*

\_\_\_\_\_  
Notary Public

## Town of Poestenkill Library Services Agreement for 2018

*THIS AGREEMENT*, effective as of the 1st day of January, 2018, by and between the **TOWN OF POESTENKILL**, such Town being a municipal corporation, located in the County of Rensselaer and State of New York, hereinafter designated as the party of the first part, and the **POESTENKILL LIBRARY**, an education corporation duly chartered by the Regents of the State of New York, having its offices in the Town of Poestenkill, County of Rensselaer, State of New York, hereinafter designated as the party of the second part.

### WITNESSETH:

*WHEREAS*, the party of the second part has heretofore provided, currently provides and will continue to provide library services to the residents of the Town of Poestenkill, and

*WHEREAS*, the party of the second part maintains adequate and suitable staff and resources for the furnishing of such library services to the residents of the Town of Poestenkill, in accordance with the standards established by the Regents of the State of New York, and

*WHEREAS*, following a public hearing duly called, the party of the first part duly authorized a contract with the party of the second part for the continued furnishing of such library services to the residents of the Town of Poestenkill, and

*NOW, THEREFORE*, in consideration of the mutual agreements herein contained, the party of the first part does engage the party of the second part to furnish and make available such library services to all residents of the Town of Poestenkill, and the party of the second part agrees to furnish such services in the following manner, to wit:

1. The party of the second part shall make its existing and any increased library services available to all residents of the Town of Poestenkill.

2. The party of the second part shall continue to maintain adequate and suitable staff and resources for the furnishing of such library services to the residents of the Town of Poestenkill.

3. For the purpose of facilitating the provision of the aforesaid library services, the party of the first part shall lease to the party of the second part certain previously defined space in a newly renovated stand alone facility located at 9 Plank Road in the Town of Poestenkill. It is anticipated that the terms and conditions of said lease shall be memorialized in a separate written agreement between the parties hereto, to be executed annually.

4. The party of the first part, upon presentation by the party of the second part of a voucher and claim in proper form to the party of the first part, shall pay to the party of the second part the sum of **Seventy-One Thousand, Two Hundred Ninety (\$71,290.00)** as hereinafter provided.

5. It is understood and agreed that it is the intent of this Agreement that any moneys payable hereunder from the party of the first part to the party of the second part shall be deposited by the party of the first part in an interest-bearing account and released to the party of the second part on or before March 1, 2018 in a single lump sum payment of **Seventy-One Thousand, Two Hundred Ninety (\$71,290.00)**, together with any accrued interest on the moneys deposited by the party of the first part as hereinabove set forth.

6. This Agreement shall continue for a period of one (1) year commencing on the 1st day of January, 2018 and extending through December 31, 2018.

*IN WITNESS WHEREOF*, the parties hereto have duly executed and delivered this Agreement the day and year first above written.

**THE TOWN OF POESTENKILL**

By: \_\_\_\_\_  
Dominic J. Jacangelo,  
Poestenkill Town Supervisor

**POESTENKILL LIBRARY**

By: \_\_\_\_\_  
President of the Board of Trustees  
of the Poestenkill Library



STATE OF NEW YORK                    )  
COUNTY OF RENSSELAER            ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Eighteen, before me, the undersigned, personally appeared

**DOMINIC J. JACANGELO**

*personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.*

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Notary Public

STATE OF NEW YORK                    )  
COUNTY OF RENSSELAER            ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Eighteen, before me, the undersigned, personally appeared

*personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.*

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Notary Public

# Sullivan-Jones VFW Post 7466 Service Agreement For the Year 2018

This Service Agreement is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018, in the Town of Poestenkill, County of Rensselaer State of New York, by and between the **Town of Poestenkill**, a municipal corporation and geographic and political subdivision of the County of Rensselaer and the State of New York, hereinafter also referred to simply as “the **Town**”, whose main business office is located in the Poestenkill Town Hall, in the Town of Poestenkill (mailing address: P.O. Box 210 , Poestenkill, New York 12140), and **Sullivan-Jones VFW Post 7466**, a chapter of the Veterans of Foreign Wars patriotic organization, hereinafter also referred to simply as “**VFW Post 7466**”, whose principal business and mailing address is VFW Post 7466, P.O. Box 89, Poestenkill, New York 12140, as follows:

**WHEREAS**, **VFW Post 7466**, in addition to its functions and purposes as a patriotic organization, also provides other valuable services to the residents of the Town of Poestenkill, including especially but not exclusively, serving as an evacuation point for the students and staff of the Poestenkill Elementary School during fire drills and bomb drills as well as during actual fire emergencies and bomb threats; providing a meeting place for local Cub Scouts and Boy Scouts as well as the Poestenkill Senior Citizens; and serving as a public meeting place when called upon to do so; and

**WHEREAS**, subdivision 13 of Section 64 of the Town Law of the State of New York provides, *inter alia*, that in any town in which there is located one or more posts of various designated patriotic organizations, including the Veterans of Foreign Wars, the town board of said town may appropriate a sum not exceeding five hundred dollars for each such post in any year for the purpose of assisting in defraying the rental or maintenance of rooms for holding meetings of such post or posts; and

**WHEREAS**, subdivision 12 of Section 64 of the Town Law of the State of New York provides, *inter alia*, that any town may appropriate annually such sums as it may deem appropriate for the purpose of defraying the expenses of the proper observance of Independence Day, Memorial or Decoration Day, Columbus Day and Veterans Day in such portion as it may determine; and

**WHEREAS**, the planning, conduct and oversight of the observance and celebration of such patriotic holidays has traditionally been largely carried out on behalf of the **Town** by **VFW Post 7466** and the Poestenkill Town Board deems it fitting and appropriate that such tradition continue; and

**WHEREAS**, the **Town** accordingly finds it appropriate, effective and economically advisable to contract with **VFW Post 7466** for the purpose of continuing to provide the aforescribed services to the Town and to formally clarify the bases for the **Three Thousand Dollars (\$3,000.00)** heretofore appropriated to **VFW Post 7466** for the fiscal year 2018;

*TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466  
2018 SERVICE AGREEMENT*

***NOW, THEREFORE***, the parties hereto agree as follows:

1. The **Town** hereby appoints **VFW Post 7466** as the **Town's** agent for the proper observance of Independence Day, Memorial or Decoration Day, Columbus Day and Veterans Day within the Town of Poestenkill.
2. **VFW Post 7466** hereby accepts such appointment and agrees to undertake the planning, conduct and oversight of such observance and celebration activities.
3. It is understood and agreed that of the total sum of **Three Thousand Dollars (\$3,000.00)** heretofore appropriated by the **Town** to **VFW Post 7466** for the fiscal year 2018, an amount up to **Five Hundred Dollars (\$500.00)** may be used by **VFW Post 7466** for the purpose of defraying the rental or maintenance of rooms for holding meetings of **VFW Post 7466** pursuant to subdivision 13 of Section 64 of the Town Law of the State of New York.
4. It is further understood and agreed that of the total sum of \$3,000.00 heretofore appropriated to **VFW Post 7466** for the fiscal year 2018, any balance remaining after the application of the amount provided in the previous paragraph for defraying the rental or maintenance expenses of meeting facilities shall be expended in the proper observance of the patriotic holidays hereinabove listed, all in accordance with subdivision 12 of Section 64 of the Town Law of the State of New York..
5. **VFW Post 7466** shall provide to the **Town** such receipts and vouchers as shall be required to document that **Town** funding has been utilized for its intended purpose.
6. The nature and scope of services and resources provided to the **Town** and its residents by **VFW Post 7466** pursuant to this Service Agreement shall be at the sole reasonable discretion of **VFW Post 7466**, provided that such activities are lawful and advance the patriotic purposes outlined above.
7. This Service Agreement shall be in effect only for the calendar year 2018 but may be renewed on an annual basis thereafter, either upon the same terms and conditions as this Agreement or subject to such revisions and modifications as the parties hereto might agree upon and memorialize in said new Agreement.
8. It is expressly acknowledged and agreed by both parties hereto that while the **Town** shall in good faith endeavor to continue to provide some reasonable financial assistance to **VFW Post 7466**, there is no obligation on the part of the **Town** to provide any such assistance in future years and that the appropriation of any such future funding shall be in the sole discretion of the Town Board which is then responsible for adoption of the budget of the Town of Poestenkill.

TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466  
2018 SERVICE AGREEMENT

9. VFW Post 7466 agrees that it is solely responsible for the activities which it may undertake pursuant to this Service Agreement and that the Town has no responsibility for or supervision or control over such activities. Accordingly, VFW Post 7466 hereby covenants to indemnify and save harmless the Town against any and all claims arising from the conduct or management of the activities and programs of VFW Post 7466 or the supervision and care (or the inadequacy or lack thereof) of those individuals participating in said activities and programs, and from and against any and all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought forth in connection therewith.

10. Consistent with the foregoing, VFW Post 7466 agrees that it will provide full and adequate supervision of and care for those individuals participating in the activities and programs of VFW Post 7466.

11. Any notices given pursuant to the provisions of this Service Agreement, or necessary to carry out its provisions, shall be in writing and delivered personally to the representative of the party to whom the notice is to be given, or mailed postage prepaid, addressed to such person. The parties' respective addresses for such purposes shall be as hereinabove indicated. The identities and capacities of the parties' respective representatives are the signatories of this document.

12. This Service Agreement shall be binding on the heirs, executors, successors and assigns of the parties hereto.

**TOWN OF POESTENKILL**

By: \_\_\_\_\_  
Dominic J. Jacangelo, Town Supervisor

Dated: \_\_\_\_\_

**SULLIVAN-JONES VFW POST 7466**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

TOWN OF POESTENKILL – SULLIVAN-JONES VFW POST 7466  
2018 SERVICE AGREEMENT

STATE OF NEW YORK                    )  
COUNTY OF RENSSELAER            ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Eighteen, before me, the undersigned, personally appeared

**DOMINIC J. JACANGELO**

*personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.*

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Notary Public

STATE OF NEW YORK                    )  
COUNTY OF RENSSELAER            ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Eighteen, before me, the undersigned, personally appeared

*personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.*

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Notary Public

# SENIOR CITIZENS SERVICE AGREEMENT FOR THE YEAR 2018

This Service Agreement is made and executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2018, in the Town of Poestenkill, County of Rensselaer State of New York, by and between the **Town of Poestenkill**, a municipal corporation and geographic and political subdivision of the County of Rensselaer and the state of New York, hereinafter also referred to simply as “the **Town**” whose main business office is located in the Poestenkill Town Hall, in the Town of Poestenkill (mailing address: P.O. Box 210 , Poestenkill, New York 12140), and **Poestenkill Seniors**, a private, not-for-profit unincorporated association, hereinafter also referred to simply as “the **Seniors**”, whose principal business and mailing address is VFW Post 7466, P.O. Box 89, Poestenkill, NY 12140, as follows:

**WHEREAS**, the **Seniors** is a private social organization which exists in the Town of Poestenkill for the purpose of providing social, cultural, educational and other activities for senior citizens, all for the purpose of benefiting the general welfare of the aging citizenry in the Town of Poestenkill; and

**WHEREAS**, Section 95-a of the General Municipal Law provides, inter alia, that any town is authorized and empowered to establish, maintain and operate programs devoted in whole or in part to the welfare of the aging, and to contract with private, nonprofit corporations, associations, institutions or agencies for the operation and maintenance of such programs; and

**WHEREAS**, Section 95-a of the General Municipal Law further provides, inter alia, that any such town may appropriate, raise and expend moneys for the purposes of establishing, maintaining and operating, or contracting for the operation and maintenance of such programs, and may also receive and expend moneys from the state, the federal government or private individuals, corporations or associations for such purposes; and

**WHEREAS**, the **Town** accordingly finds it appropriate, effective and economically advisable to contract with the **Seniors** for the purpose of providing such programs devoted in whole or in part to the welfare of the aging;

**NOW, THEREFORE**, the parties hereto agree as follows:

## Section I

### Purpose and Intent

The State of New York recognizes the worth of and therefore provides for State aid to participating municipalities for the provision of programs for health promotion and recreational

activities for elderly persons in New York State in order to assist such persons to prevent physical or mental deterioration which may result in premature institutionalization or loss of independence and to delay the premature use of higher cost services. These activities are designed to:

- (a) prevent isolation and associated functional losses by providing social activities and opportunities to find companionship;
- (b) promote the physical and mental health of older persons by providing health promotion activities such as exercise, stress management and education on proper diet and healthy life styles;
- (c) promote personal growth and wellness by providing intellectual, educational and cultural activities and creative arts expression; and
- (d) promote usefulness by creating a feeling of adequacy and accomplishment through volunteer service activities that contribute to the larger community.

It is the purpose and intent of this Service Agreement to have such activities organized, sponsored, planned, administered and carried out by the **Seniors** for the aforesaid purposes and for the general welfare of the aging citizenry of the Town of Poestenkill, and to partially subsidize said activities through the use of public funds, including, if and as available, state and federal aid.

## **Section II**

### **Services Provided**

The nature and scope of services and resources provided to senior citizens by the **Seniors** pursuant to this Service Agreement shall be at the sole reasonable discretion of the **Seniors**, provided that such activities are lawful and advance any of the broad spectrums of goals and purposes outlined above.

## **Section III**

### **Term of Agreement**

This Service Agreement shall be in effect for the calendar year 2018 and shall be automatically renewed on an annual basis thereafter unless either party shall give written notice to the other, not less than ninety (90) days prior to the expiration of any year, of intent to not renew said Service Agreement for the following year. The Service Agreement shall be reviewed by both parties annually and through mutual agreement, amended if and as appropriate.

#### Section IV

##### Consideration

In consideration for the **Seniors** providing senior citizen services as hereinabove described, the **Town** agrees to contribute annually to the **Seniors** that sum, if any, as may be reasonably established by the Poestenkill Town Board, including any amounts, which may be obtained for such purpose in the form of State or Federal Financial assistance. For the calendar year 2018 said sum shall be in an amount not less than **Three Thousand Five Hundred Dollars (\$3,500.00)** or such lesser amount as may reflect that portion of services rendered by the **Seniors** which benefits aged citizens of the Town of Poestenkill. It is expressly acknowledged and agreed by both parties hereto that while the **Town** shall in good faith endeavor to continue to provide some reasonable financial assistance to the **Seniors**, there is no obligation on the part of the **Town** to provide any such assistance in future years and that except for State or Federal funding, the appropriation of any such future funding shall be in the sole discretion of the Town Board which is then responsible for adoption of the budget of the Town of Poestenkill. The **Seniors** shall provide to the Town such receipts and vouchers as shall be required to document that Town funding has been utilized for its intended purpose.

#### Section V

##### Indemnification

**Seniors** agrees that it is solely responsible for the activities which it may undertake pursuant to this Service Agreement and that the **Town** has no responsibility for or supervision or control over such activities. Accordingly, **Seniors** hereby covenants to indemnify and save harmless the **Town** against any and all claims arising from the conduct or management of the **Seniors'** activities and programs or the supervision and care (or the inadequacy or lack thereof) of those individuals participating in said activities and programs, and from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim or any action or proceeding brought forth.

#### Section VI

##### Management

Consistent with the foregoing, the **Seniors** agree that it will provide full and adequate supervision of and care for those individuals participating in the **Seniors'** activities and programs.



**Section VII**

**Notices**

Any notices given pursuant to the provisions of this Service Agreement, or necessary to carry out its provisions, shall be in writing and delivered personally to the representative of the party to whom the notice is to be given, or mailed postage prepaid, addressed to such person. The parties' respective addresses for such purposes shall be as hereinabove indicated. The identities and capacities of the parties' respective representatives are the signatories of this document.

**Section VIII**

**Binding Effect on Successors and Assigns**

This Service Agreement shall be binding on the heirs, executors, successors and assigns of the parties hereto.

\_\_\_\_\_ Dated: \_\_\_\_\_  
By: **Poestenkill Seniors**

\_\_\_\_\_ Dated: \_\_\_\_\_  
By: **Town of Poestenkill**  
Dominic Jacangelo, Town Supervisor

STATE OF NEW YORK )  
COUNTY OF RENSSELAER ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber,

personally appeared \_\_\_\_\_ *personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.*

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NOTARY PUBLIC

STATE OF NEW YORK )  
COUNTY OF RENSSELAER ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber, personally appeared **DOMINIC J. JACANGELO**, *personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person(s) on behalf of which the individual acted, executed the instrument.*

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NOTARY PUBLIC

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on the 15<sup>th</sup> day of February, 2018.

**RESOLUTION NO. 3 OF 2018**

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**ACCEPTING LEAD AGENCY STATUS FOR SEQRA REVIEW OF THE POTENTIAL BARBERVILLE FALL ACQUISITION**

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*WHEREAS*, the Town of Poestenkill is considering the acquisition of property known as Barberville Falls, a 134.73 acre parcel now titled to the The Nature Conservancy; and

*WHEREAS*, 6 NYCRR § 617.4 (b)(4) designates the acquisition of over 100 acres of contiguous land by a local agency as a Type I Action, and

*WHEREAS*, an “involved agency” is a public body which has jurisdiction by law to fund, approve or directly undertake an action, and

*WHEREAS*, a “lead agency” is normally the involved agency principally responsible for carrying out, funding or approving an action, and

*WHEREAS*, the Poestenkill Town Board is by regulation the designated lead agency for SEQRA review of this acquisition,

**NOW BE IT THEREFORE RESOLVED** that the Poestenkill Town Board hereby designates itself lead agency for such SEQRA review, and be it hereby

**FURTHER RESOLVED** that said Town Board shall undertake all duties and perform all acts which are directed by statute and regulation in fulfillment of its lead agency status for this acquisition.

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MOVED BY:

Butler

Prepared and approved as to form by:  
John T. Casey, Town Attorney

SECONDED BY:

Jacangelo

VOTED UPON AS FOLLOWS:

Councilwoman June Butler:

Yes

Councilman David Hass:

Yes

Councilman Harold Van Slyke:

No

Councilman Eric Wohlleber:

Yes

Supervisor Dominic Jacangelo:

Yes

**TOWN CLERK'S MONTHLY REPORT**  
**Town of Poestenkill, New York**  
**January 2018**

TO THE SUPERVISOR: Pursuant to Section 27, Subd. 1, of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the payment of

|  |                    |
|--|--------------------|
| Conservation Fees to the Town:   | \$ 1.94            |
| Marriage License @ \$ 7.50 each  | \$                 |
| Marriage Certificate @ \$10.00 each  | \$                 |
| Marriage Transcript @ \$10.00 each   | \$                 |
| A1255 Total Town Clerk Fees  | \$ 1.94            |
| Impoundment Fees   | \$                 |
| A1289 Registrar  | \$                 |
| A2655 Minor Sales - Copies (certified copy) -  | \$                 |
| A2530 Games of Chance (Bell Jar)   | \$                 |
| A2544 Local Fee for dogs   | \$ 238.00          |
| A2115 Planning Board Fees/ZBA fees   | \$ 520.40          |
| A2555 Building Permits   | \$ 50.00           |
| A2501 Junkyard License   |                    |
| A2268 Impoundment fees from Creekside Kennel   | \$                 |
| A2720 Water Meter Fee \$ 1001 Water Benefit Charge -   |                    |
| A2240 Misc. Water Charges - \$   | \$                 |
| A2710 Water Permit Fee \$  | \$                 |
| 1001 Water billing \$10,794.86   |                    |
| Total Water Charges  | \$10,794.86        |
| <b>REVENUE TO SUPERVISOR</b>   | <b>\$11,605.20</b> |
| Amount paid to State Comptroller for Games Chance License  | \$                 |
| Amount paid to DEC for Conservation Licenses   | \$ 33.06           |
| Amount paid to AG. And Markets for fee for unsprayed/unneutered Dog program  | \$ 60.00           |
| Amount paid to State Health Dept. for Marriage Licenses  | \$                 |
| <b>TOTAL DISBURSED</b>   | <b>\$ 93.06</b>    |
| <b>February 5, 2018</b><br><b>Dominic Jacangelo, Supervisor</b>  |                    |
| <b>TOTAL AMOUNT RECEIVED BY CLERK</b>  | <b>\$11,698.26</b> |
| State of New York, County of Rensselaer, Town of Poestenkill, Susan Horton, being duly sworn says that she is the Clerk of the Town of Poestenkill the foregoing is a full and true statement of all Fees and Moneys received by her during January only such Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 5th day of February 2018. |                    |

*Susan Horton*



OFFICE OF THE  
ASSESSOR

# Town of Poestenkill

38 Davis Drive | P.O. Box 210

Poestenkill, NY 12140

518.283.5100 (Phone)

518.283.7550 (Fax)

TO: POESTENKILL TOWN BOARD

FROM: BRIAN M. JACKSON/ ASSESSOR  
ASSESSOR'S REPORT FOR JANUARY 2018

All renewal applications were mailed out the end of December and are due back March 1<sup>st</sup>. We have also mailed out letters to new property owners telling them how to contact the State Tax and Finance Office to receive their STAR exemption checks. We have a few new applications for the Sr. STAR exemption only because they have an existing Basic STAR exemption and we can process their application that way. Deeds are processed as an ongoing item as well as any changes received from our county office.

Constituent relations are good for this period.

Respectfully submitted,

Brian M. Jackson  
Assessor  
Town of Poestenkill

cc: Town Board  
Susan Horton, Town Clerk



Town of Poestenkill  
Office of the Water Superintendent  
P.O. Box 210  
Poestenkill, NY 12140  
Memorandum

To: Town supervisor- Dominic Jacangelo  
Town Board Members Butler, Wohlleber, Hass, Van Slyke

From: Forest Crawford/ Water Manager

Date: February 8, 2018

RE: Monthly Activities

**Monthly Water Report (January/February)**

On Abbott Rd. highway dept. reported possible water main break. Water and ice reported on road possibly coming from damaged curb stop. Contractor came out and dug. No leak found in main at sight. Once hole was dug liquid water seeping from surrounding ground was tested and found to contain no chlorine. It was determined to be ground water surfacing due to the extreme cold weather.

Apartment building on main street reported very low water pressure. Upon inspection of the meter and piping and checking operation of the main valve the pressure returned to normal. Ice crystals in the line were suspected.

One 811 Dig Safe request was received with no proximity to the water system.

Residual Chlorine meter went out of calibration showing a very high chlorine reading. Bill Bradley from Brunswick came over with calibration standards. The meter was recalibrated. There was no impact to the quality of Poestenkill water. Calibration standards and a backup chlorine test meter will be purchased.

Quarterly water samples for Coliform, Nitrate, and HAA5/THM. All results were within acceptable limits.

Training materials for the Class C license have been received.

Continued training with Bob Brunet.



## TOWN OF POESTENKILL

38 Davis Drive, P.O. 210  
Poestenkill, NY 12140

February 13, 2018

To: Dominic Jacangelo

From: Paul Barringer – Code Enforcement Officer/MS 4 Official

Re: January 2017 work activities

My work hours for the month totaled 46 hours. Fees collected through this office totaled \$140.


Activities included:

- Fielded a number of complaints concerning non-conforming property issues with various degrees of resolution.
- One complaint received concerned the amount of dust created by the mining operation by Fane on Snyders Corner Rd. A letter was forwarded to both Fane and DEC. As of today no response has been received.
- Investigated one neighbor – neighbor complaint and found that one resident has been illegally dumping affecting the complainant's property. The illegal dumping may also violate MS4 regulations and DEC regulations. Research is ongoing. Update. The fill may be in violation of DEC regulations and further research is necessary. The results are definitely in violation of Town Code and the resident will be notified. Still pending.
- Reviewing existing files on ongoing building permits with the long term intent of closing out files. Conducting field inspections as necessary. Certificates of Compliance and Certificates of Occupancy have been issued where applicable. One Certificate of Occupancy issued for a major addition to a structure on Snake Hill Rd. Issued a Temporary Certificate of Occupancy for a house undergoing major renovations on Tymeson Rd. Expected full compliance date is March 1.
- Field inspections included a rough plumbing inspection, framing inspection, insulation inspection for a house under construction on Lochvue and a final inspection for an addition on Bayberry. Waiting for the electrical inspection certificate before the CO can be issued.
- Presently there are 5 open building permits for new house construction in various stages of completion. In addition, there are 3 open building permits for additions and 2 pole barns. The new house under construction on Snake Hill Rd. has received a Temporary Certificate of Occupancy with an anticipated completion date before January 1, 2018. Still open. Four existing building permits in addition to the above originally issued

for new house construction and/or significant modifications have been extended. Onsite inspections have taken place for compliance to the building code. The remaining permits are for long standing projects in various stages of completion.

- One letter for a building that was constructed without appropriate permits was delivered by Rensselaer County Sherriff's Dept. to the homeowner in attempt to bring the homeowner in compliance with New York State and Town of Poestenkill Code Regulations and laws. Still open. Court date is being pursued to bring the owner in compliance. Owner has attempted to contact this office without any resolution at the time of this report. The owner came into the office to discuss a resolution. It was agreed to allow the owner some time to the results of the discussion and to come to a decision. The end time for the resolution was not discussed but it was agreed that the owner will accept correspondence from this office. Still open.
- Conducted field inspections for compliance to SWPPP and MS4 requirements at Lochvue. Reviewed weekly reports from Ingalls Engineering for same. The engineering firm has been notified that the identified deficiencies and the maintenance work for SWPPP compliance needs to be addressed by the developer. A meeting was held with Ingalls Engineering, Tom Fields, Supervisor Jacangelo, and EWI to address issues with the purpose of resolving ongoing SWPPP/MS4 issues. Deficiencies that could be corrected before the change in weather were corrected. Plan submitted to correct the remaining deficiencies weather permitting. Maintenance of the collection ponds and SWPPP compliance will remain with the developer until the subdivision is completed. Still open.
- Fielded a number of phone calls inquiring about building code compliance for future projects from town residents.
- Met with representatives of Waste Management Inc. to review operations for their re-opening of the transfer station. In addition, a meeting was held with Attorney Casey and Supervisor Jacangelo. Found the operation was compliant with the DEC permit. Update: A site plan review was held in December; an operating permit effective 1/1/2018 was issued with the stipulation that the permit would require an annual renewal with an annual inspection of the premises. The operating permit(OP) is a NYS Building and Fire Code requirement and a Town of Poestenkill requirement; cost of the OP paid was \$25.
- Attended the bi-monthly MS4 meeting held at Rensselaer County Office building. Anticipating a change in DEC requirements for MS4 still waiting for the draft.

Paul F. Barringer





Town of Poestenkill

January 2018

13<sup>th</sup> Lost dog

20<sup>th</sup> Feral cats living around resident's house wants Town to do something

24<sup>th</sup> Stray dog found. Took to kennel

25<sup>th</sup> Owner of stray dog picked up looking for it

28<sup>th</sup> Driver saw 2 large dogs loose on road



Town of Poestenkill  
Office of the Highway Superintendent  
P.O. Box 210  
Poestenkill, NY 12140  
(518) 283-4144

To: Town supervisor- Dominic Jacangelo  
Town Board Members Butler, Wohlleber, Hass, Van Slyke

From: Highway Superintendent- Toby Chadwick

Date: February 12, 2018

RE: Highway Activities  
January 11, 2018- February 12, 2018

1. Crew been working in shop
2. Crew been hauling sand
3. Crew been plowing and sanding