

PO BOX 331608 Attn: Account Services Nashville, TN 37203-7515 Attn: Account Services Phone: 1-800-505-4052 Fax: 1-615-691-7795 DEC 3 I

2019-116

December 20, 2018

G9CR3V003002023 - 3

David B Harris Supervisor Town Of Schodack, NY Town Of Schodack, NY PO Box 436 East Schodack, NY 12063-0436

Re: Account No. - 500639586 Town Of Schodack, NY Town Of Schodack, NY 265 Schuurman Road Castleton, NY 12033

Dear Mr. Harris:

Hello from ASCAP! We thank you for being an ASCAP licensee, and for recognizing the immense value music brings to your constituents.

To ensure that your ASCAP license remains current, we ask that you please complete the following step:

1. Submit payment for your 2019 license within 30 days of your renewal date

Go paperless – pay your license fees online! Access your account at www.ASCAP.com/mylicense to pay your statement online with either check or credit card.

Your online account also makes it easy to:

Print invoices for current or past billing cycles on demand

Dervices

- Update your contact information
- Live chat with a customer service agent if you have any questions or concerns
- Complete a report if there have been changes to your population or if you have a special event to report

If your billing statement is enclosed and prefer to send your payment through the the mail, please send to the address on the remittance portion of your invoice. If you do not have a billing statement, you will receive one prior to your annual renewal date.

Your adjusted rate schedule for 2019 is attached and reflects a rate increase of approximately **2.5224%**, based on the increase of the Consumer Price Index, All Urban Consumers – (CPI-U) between October 2017 and October 2018.

If you have any questions about your license, reporting, and/or payment, please don't hesitate to contact our office at 1-800-505-4052 or send us an email at glcs@ascap.com.

Remember, 88¢ of every \$1 from your license fee goes directly to our members, helping them pay their bills and continue writing music. Our 600,000+ songwriters, composers, and music publisher members thank you for being an ASCAP licensee and supporting music creators!

Account Services

Enclosures: Rate Schedule Report Form Return Envelope

F0166_0119 IMLA

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX) Website: http://www.ascap.com



SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$357.00
50,001	to	75,000	\$712.00
75,001	to	100,000	\$856.00
100,001	to	125,000	\$1,141.00
125,001	to	150,000	\$1,426.00
150,001	to	200,000	\$1,854.00
200,001	to	250,000	\$2,280.00
250,001	to	300,000	\$2,710.00
300,001	to	350,000	\$3,137.00
350,001	to	400,000	\$3,566.00
400,001	to	450,000	\$3,990.00
450,001	to	500,000	\$4,421.00
500,001	Plus***		\$5,417.00

\$5,417.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$71,285.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$357.00

License Fee for Year 2020 and Thereafter

For each calendar year commencing 2020, all dollar figures set forth in Schedules A, B and C above (except for \$500.00 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

ascap	LOCAL GOVERNMENT ENTITIES 2019 Rate Schedule and Report Form	
Account No.: 500639586	Premise Name: Town Of Schodack, NY; Castleton, NY	
	Report Due: 12/30/2019	



SCHEDULE A: Base License	Fee (Due upon execution of Agreen	nent and within 30 days of the Agreement's Renewal Date.)
Population Size:	Base I	License Fee:
(Per curre	nt U.S. Census Data)	(Please refer to attached Rate Schedule)
SCHEDULE B: Special Events	* (Report and Payment due 90 days	after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) If More than 1 Event Per Day, Please Report As Separate Entries)	Performer(s) or Group(s) Appearing	Gross Revenue of Event (Must Exceed \$25,000)	% Applies to Gross Revenue	Event Fee	Is a Program of Musical Works Attached? (Yes/No)	If the Event is Co-Sponsored (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	\$		Name:Address:Phone No:Account No:
			x .01	\$		Name: Address: Phone No: Account No:
			x .01	\$		Name: Address: Phone No: Account No:
			x .01	\$		Name:

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GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

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LOCAL GOVERNMENT ENTITIES (continued): (Please complete form in its entirety.)

	(Due within 30 days of Renewal Date.)
Total Fees Reported From An	y or All of Schedules A, B or C: \$
Total Total Reported From All	y of All of Scriedules A, B of C: \$
npleted Report Form are due and payab	e within 30 days of the License Agreement's renewal date.
t along with payment may be mailed to t	he ASCAP address below.
Marrie	
	(Please print Contact's Title.)
Email:	Website:
	Please print Name and Title of Signature name above.)
@ascap.com 1-800-505-4052 1-6	nse or http://www.ascap.com
rea, inclain water ascant continuing	
	npleted Report Form are due and payable talong with payment may be mailed to

Account No.:

ascap

500639586

Town Of Schodack, NY 265 Schuurman Road Castleton, NY 12033 ASCAP IMLA Account Services P. O. Box 331608-7515, Nashville, TN 37203-9998

TOWN OF SCHODACK EDUCATIONAL SEMINARS REQUEST

Pursuant to Resolution # 2010-044, the Supervisor is authorized to approve staff attendance at educational seminars if registration and expenses are deemed to be appropriately budgeted and do not exceed \$250 in the aggregate.

Please attach information about the seminar (i.e. agenda) include documentation to support each cost item, so that the Supervisor and/or Town Board can appropriately review.

- 5 Ha Dout a Call	abbrobustefy t	eview.	The state of the s
Staff attending educational program:		1/.	PTL JORDAN HARRINGTON
Name of Seminar/Conf./Course: Location (Venue, City): Dates of Seminar: Cost of Seminar (Registration Fees):		Ti.	ADVANCED CRASH MANAGER WESTCHESTER COUNTY 08/11/2017 08/15/7319 NONE
Travel Costs:	// On any	Rate as	
Mileage -	# of Miles	17 10	Estimated Amount
•			
Please include a copy of mapquest to estimate total mileage - Train/Bus/Plane	this will be used as a gui	idennie waen you	ar actual mileage is submitted for reimbursement
Town Vehicle			
			VY N
Lodging:			A.
Name of Hotel/Motel			,
# of Rooms		_	COMFORT INV & SUITES
# of Nights			1 - COTTES
Cost per night		_	5
Total Lodging Cost		-	\$ 137
Meals:		-	- CA B G
Included in seminar cost		4.	
Estimated cost if you answered no above		I : _	x_ Y N.
above answered no above		_	
Total estimated cost to attend:		•	14
Estimated cost per staff member*			_\$ (35
(total cost divisced by # of ppl attending)		_	
Is the total cost budgeted?			
			_x Y N
TB Resolution needed?*			
If Yes, please document resolution #		-	YXN
Department Head Approval		C	his 30 Cm
Supervisor Approval			and & Vann
If the estimated cost per staff member is > \$	750 4km - 500	,	

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Note: Please make sure you bring the appropriate tax exemption forms with you. There is also a special tax-exempt form for hotels.

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	- abbrobrieffeld I	eview.	,
Staff attending educational program:		5	PTL. SORDAN HARRINGTO
Name of Seminar/Conf./Course: Location (Venue, City): Dates of Seminar: Cost of Seminar (Registration Fees):		y	TECHNICAL CRASH MANA WESTCHESTEL COUNTY 04/13/219-04/18/104 NONE
Travel Costs:	# of 3 61-	Rate as	
Mileage -	# of Miles		Estimated Amount
Please include a copy of mapquest to estimate total mileage - Train/Bus/Plane	this will be used as a gu	idenne waen your	actual mileage is submitted for reimbursement
Town Vehicle		_	
			V Y N
Lodging:			•
Name of Hotel/Motel			
# of Rooms			COMPORT INN ? SUITES
# of Nights			Trie 1 Dornes
Cost per night		_	\$
Total Lodging Cost		\$	# 141
Meals:		_	- 405
Included in seminar cost		21	
Estimated cost if you arrow		1.1	x X
Estimated cost if you answered no above			705
Total estimated cost to attend:			
Estimated cost per staff member*			
(total cost divieded by # of ppl attending)			
Is the total cost budgeted?		-	
and total cost budgeted?			_x Y N
TB Resolution needed?*			
If Yes, please document resolution #			Yx_ N
Department Head Approval			
Supervisor Approval			
If the estimated cost manual co		0.	

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TO:

New York State Law Enforcement Executives

FROM:

Matthew Slater, Associate Training Technician

DATE:

May 16, 2018

SUBJECT:

Crash Management Course Series

The Office of Public Safety is pleased to announce the Motor Vehicle Crash Management course training series for 2018-19. The *Basic, Intermediate, Advanced* and *Technical Crash Management* courses are delivered progressively in one-week courses Monday to Friday, 8:00 a.m. to 4:00 p.m. The Office of Public Safety is announcing this training schedule for the fiscal year and only these specific courses will be offered during the year. Please plan for your training needs accordingly.

Beste	intermediate	Work Control of the C	The state of the s
Albany County August 20-24, 2018 Niagara County October 1-5, 2018 Westchester County January 7-11, 2019	Albany County August 27-31, 2018 Niagara County October 22-26, 2018 Westchester County February 11-15, 2019	Advanced Niagara County November 5-9, 2018 Westchester County March 11-15, 2019	Niagara County December 3-7, 2018 Westchester County April 15-19, 2019

The Basic Crash Management and Intermediate Crash Management courses train officers to process accident scenes by preserving and collecting the available data and physical evidence. Students are also trained in basic collision investigation calculations and scene diagramming.

The Advanced Crash Management and Technical Crash Management courses train accident investigators to become proficient in the analysis and interpretation of crash data. The training includes lecture and project work dealing with; damage analysis, thrust diagramming, pre-and post-impact speed determinations, and time position analysis.

Officers must successfully complete each course with a grade of 70% to pass and a grade of 80% before progressing to the next level. *There is no cost for the classes. Personnel taking these courses will be completing considerable math-oriented project work and should have proficiency in basic math and algebra.* Students will be issued drawing supplies and a calculator for the courses and should bring appropriate clothing/gear for the outdoor projects.

Due to the hands-on field exercises for all courses, registrations will be limited and you must receive a confirmation notice from DCJS to attend. Please complete the appropriate course registration form on one of the links provided below.

Albany County Location: https://www.surveygizmo.com/s3/4371844/Crash-Management-Series-Albany-County

Niagara County location: https://www.surveygizmo.com/s3/4371853/Crash-Management-Series-Niagara-County

Westchester County location: https://www.surveygizmo.com/s3/4369517/Crash-Management-Series-Westchester-County

If you have any questions about the courses or registration, please contact Tim Adamczak, Sr. Training Technician (Police) via e-mail at tim.adamczak@dcjs.ny.gov or by telephone at (518) 457-1245.



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Basic	Intermediate	Advanced	[eclipiles]
Albany County	Albany County	Niagara County	Niagara County
August 20-24, 2018	August 27-31, 2018	November 5-9, 2018	December 3-7, 2018
Niagara County	Niagara County	Westchester County	Westchester County
October 1-5, 2018	October 22-26, 2018	March 11-15, 2019	April 15-19, 2019
Westchester County January 7-11, 2019	Westchester County February 11-15, 2019		7 7 7111 10-10, 2018

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roundaube

Subject

Your priceline itinerary for Elmsford, NY - Sunday,

March 10, 2019 (Itinerary# 158-966-144-38)

From

Priceline.com Customer Service

<hotel@trans.priceline.com>

То

<JHARRINGTON@SCHODACKPOLICE.COM>

Reply-To

<no-reply@priceline.com>

Date

2019-01-04 10:41

View this email as web page

Hotels Cars Flights Packages Cruises

PRICELINE TRIP NUMBER: 158-966-144-38

Congrats, your hotel for Sunday, March 10, 2019 is confirmed!

Always come directly to Priceline for our deepest discounts. You won't find them on other sites.

Paperless Confirmation

View and manage your bocking

La Quinta Inn & Suites White Plains - Elmsford 5 Nights, 1 Room

Check-in:

Sunday, March 10, 2019 (03:00 PM)

Check-out:

Friday, March 15, 2019 (12:00 PM)

Hotel Address:

540 Saw Mill River Road Route 9a

Elmsford NY, 10523, United States

Hotel Phone Number:

914-592-3300



See Hotel Details



Number of Rooms:

1 Room

Reservation Name:

Room 1: Jordan Harrington

For 2 Adults

Map/Directions

Hotel Confirmation

Number:

1472350995 (Pincode: 5155)

Room Type:

King Room - Featuring free Wi-Fi, this room also includes a cable TV, work desk and coffee making facilities.

Max 2 guests. Hotels may charge for additional guests.

Meal Plan:

Breakfast is included at no extra charge.

Prepayment:

No prepayment is needed.

Guest Parking:

Free public parking is possible on site (reservation is needed).

Internet:

WiFi is available in all areas and is free of charge.

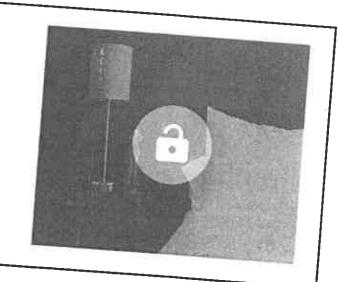
See all Policies

Book Again

Register and Sign In for Instant Savings

Instantly unlock exclusive savings when you come to priceline and sign in

Sign in and save



Summary of Charges Total Cost: \$765.30

Billing Name:

Jordan Harringto**⊪**n

Deal Type:

Room Price: Pay When You Stay

Number of rooms:

\$135.00 avg./night Number of nights: 1 Room 5 Nights

Room Subtotal;

Taxes & Fees: \$675.00

\$90.30

You PayToday:

Total Cst: \$0.00

675.0C

WE QUAIANTEE THE LOWEST PRICE ON EVERYTHING YOU BOOK Bookh xpress Deal, we'll refund you 200% of the difference.

The hall determine the final total and bill you at the time of your stay

Needental Car?

We're nazing deals from the top rental car brands!

Pick-upun March 10 - 12:00 PM

Drop of i March 15 - 12:00 PM

See all Rental Cars

Change Search

Resour Car Now Before Rates Go Up!





Hertz. \$459 _{/ week}



\$469 _{/ week}

Subject

Your priceline itinerary for Elmsford, NY - Sunday,

April 14, 2019 (Itinerary# 158-966-444-38)

From

To

Priceline.com Customer Service

•

<hotel@trans.priceline.com>
<JHARRINGTON@SCHODACKPOLICE.COM>

Reply-To

<no-reply@priceline.com>

Date

2019-01-04 10:47

View this email as web page

Conconcor

Hotels Cars Flights Packages Cruises

Congratulations, your hotel for April 14, 2019 is confirmed!

Priceline Trip Number: 158-966-444-38
To view your full itinerary, click here.

Print Itinerary

Paperless Confirmation

Manage Your Booking

Best Price. Sua Partiell On EVERYTHING you book.

Check-in:

Sunday, April 14, 2019 (03:00 PM)

Check-out:

Friday, April 19, 2019 (12:00 PM)

Hotel Address:

540 Saw Mill River Road Route 9a

Elmsford NY, 10523, United States

Hotel Phone Number:

914-592-3300

Number of Rooms:

1 Room

Reservation Name:

Room 1: Jordan Harrington

For 2 Adults



See Hotel Details



Map/Directions

Roundcube Webmail:: Your priceline itinerary for Elmsford, NY...

Hotel Confirmation

Number:

1472314258 (Pincode: 3250)

Room Type:

King Room - Featuring free Wi-Fi, this room also includes a cable TV,

work desk and coffee making facilities.

Max 2 guests. Hotels may charge for additional guests.

Meal Plan:

Breakfast is included at no extra charge.

Prepayment:

No prepayment is needed.

Guest Parking:

Free public parking is possible on site (reservation is needed).

Internet:

WiFi is available in all areas and is free of charge.

See all Policies

Book Again



Summary of Charges

Total Cost: \$962.60

Billing Name:

Jordan Harrington

Deal Type:

Pay When You Stay

Room Price:

\$169.80 avg./night

Roundcube Webmail:: Your priceline itinerary for Elmsford, NY...

Number of rooms:

1 Room

Number of nights:

5 Nights

Room Subtotal:

\$849.00

Taxes & Fees:

\$113.60

You Pay Today:

\$0.00

Total Cost:

\$962.60

844.00

WE GUARANTEE THE LOWEST PRICE ON EVERYTHING YOU BOOK

Find a lower price, we'll refund you 100% of the difference. Book an Express Deal, we'll refund you 200% of the difference.



Prices are in USD

The hotel will determine the final total and bill you at the time of your stay

Need a Rental Car?

We've got amazing deals from the top rental car brands!

See all Rental Cars

Pick-up:

Sun April 14 - 12:00 PM

Drop-off:

Fri April 19 - 12:00 PM

Change Search

Reserve Your Car Now Before Rates Go Up!



ADVANTAGE

\$196 / week

Mid-Size Car 21.5 miles from hotel









auto ac

Pay at Pick-up



Hertz

\$449 / week

Economy Car 2.7 miles from hotel







Pay at Pick-up



Hertz

\$459 / week

Compact Car 2.7 miles from hotel









auto

Pay at Pick-up

TOWN OF SCHODACK EDUCATIONAL SEMINARS REQUEST

Pursuant to Resolution # 2010-044, the Supervisor is authorized to approve staff attendance at educational seminars if registration and expenses are deemed to be appropriately budgeted and do not exceed \$250 in the

Please attach information about the seminar (i.e. agenda) include documentation to support each cost item, so that the Supervisor and/or Town Board can appropriately review.

as Youn Poard Ca	n appropriately r	eview.	to support each cost iter	n, so that
Staff attending educational program:		11	PIL JORDAN HARRI	NGTON
Name of Seminar/Conf./Course: Location (Venue, City): Dates of Seminar: Cost of Seminar (Registration Fees):		E	WESTCHESTER COUNTY TO THE NONE	PANAGE TY 'SIY
Travel Costs: Mileage - Please include a copy of mapquest to estimate total mileage - Train/Bus/Plane	# of Miles this will be used as a gui	Rate as	Estimated Amount	5 * 15
Town Vehicle		_	and a superinted to temporascinear	_
Lodging: Name of Hotel/Motel # of Rooms # of Nights Cost per night Total Lodging Cost Meals: Included in seminar cost Estimated cost if you answered no above Total estimated cost to attend:			VYN COMFORT INV \$ 50 \$ 137 \$ 685 _X YN)17ES
Estimated cost to attend: Estimated cost per staff member* (total cost divided by # of ppl attending) Is the total cost budgeted?			\$ (185	
TB Resolution needed?* If Yes, please document resolution #				_
Department Head Approval		1	P. 1= 32 (7
Supervisor Approval			and Wann	4
* If the estimated cost per staff member is > \$	250 than - 1770	,		Miles.

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Date

2019-01-04 10:41

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Hotels Cars Flights Packages Cruises

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You won't find them on other sites.

Paperless Confirmation

View and manage your boc ing

La Quinta Inn & Suites White Plains - Elmsford 5 Nights, 1 Room

Check-in:

Sunday, March 10, 2019 (03:00 PM)

Check-out:

Friday, March 15, 2019 (12:00 PM)

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Elmsford NY, 10523, United States

Hotel Phone Number:

914-592-3300



See Hotel Details



Number of Rooms:

1 Room

Reservation Name:

Room 1: Jordan Harrington

For 2 Adults

Map/Directions

Hotel Confirmation

Number:

1472350995 (Pincode: 5155)

Room Type:

King Room - Featuring free Wi-Fi, this room also includes a cable TV,

work desk and coffee making facilities.

Max 2 guests. Hotels may charge for additional guests.

Meal Plan;

Breakfast is included at no extra charge.

Prepayment:

No prepayment is needed.

Guest Parking:

Free public parking is possible on site (reservation is needed).

Internet:

WiFi is available in all areas and is free of charge.

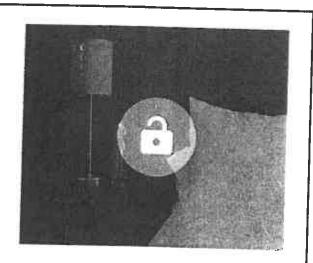
See all Policies

Book Again

Register and Sign In for Instant Savings

instantly unlock exclusive savings when you come to priceline and sign in

Sign in and save



Summary of Charges

Total Cost: \$765.30

Billing Name:

Jordan Harrington

Deal Type:

Pay When You Stay

Room Price:

\$135.00 avg./night

Number of rooms:

1 Room

Number of nights:

5 Nights

Room Subtotal:

\$675.00

Taxes & Fees:

\$90.30

You Pay Today:

\$0.00

Total Cost:

\$765,30

675.00

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\$469 / week



TOWN OF SCHODACK



VOUCHER

1797 Columbia Turnpike Castleton, New York 12033 Phone: 518-477-8078

Fax: 518-479-3502

HOW CHECK-FOR JORDAN

SEP3/1/19 Voucher # 19-0367

General Fund

Date:	Check
Date.	Спеск

Department: Police Department

Claimant's N	Name & Address:	

La Quinta Inn and Suites	FUND - APPROPRIATION	Amount
Elmsford, NY 10523	A3120.4 \$675.00	
Purchase Order Number	TOTAL \$	675.00 ——————

Date	Invoice#	Quantity	Description of Materials or Service	Unit Price	Total
02/28/2019	See attached	1	Lodging 5 nights Advanced Crash Management Course	675.00	675.00
Approved to Attend already		Subtotal	675.00		
		Shipping			
				TOTAL	675.00

CLAIMANT'S CERTIFICATION

 I, certify that the above account in the a rendered to or for the municipality on the exempt, are not included; and that the a 	he dates stated, that no part has bee	hat the items, serv n paid or satisfied	vices, and disbursements charged were l, that taxes, from which the municipality i
Date	Signature		Title
	_(Space Below For Mu	nicipal Use)	
Department Appro	val		for Payment
This above service or materials we To the municipality on the dates stated 26/2019 Date Authorize	ere rendered or furnished and the charges are correct ared Official		is approved and ordered, paid from the propriations indicated above Auditing Board



President Gary Weitzman

President-Elect Daniel Weinberg

Vice President Alan Lobel

February 19, 2019

Secretary Sonya VanBortel

Treasurer Mark Scher Town of Schodack 265 Schuurman Road Castleton, N.Y. 12033

Asst. Treasurer Danny Golderman

Board of Directors

Ruth Brass Jeff Cohen David Colman William Estes Barry Feinman Jane Ginsburg Scott Hollander Alison Johnson

Nancy Lerner Edward Marinstein Benjamin Mendel Adam Poskanzer Lee Rosen Richard Seiden Lianne Wladis

Honorary Board Kenneth Altman Миггау Сал

Rabbi Don Cashman Rabbi David Eligberg Rabbi Roy Feldman William Golderman Rochelle Katz James Milstein Rabbi Dan Omstein Stephen Ribner Beth Schen Rabbi Scott Shpeen Steven Shrager Chip Stein Andrew Swartz llene Sykes

Executive Director Adam Chaskin

Stanley Winter

Dear Sheila Golden:

As the Aquatics Director of the Sidney Albert Albany Jewish Community Center, I would like to welcome the Town of Schodack Day Camp to our AICC facility.

As you requested in your letter, I have enclosed the AJCC Outdoor Pool contract. This needs to be signed by the Town of Schodack Recreation Director, Sheila Golden.

If you have any questions, please do not hesitate to call me at 518-438-6651 ext. 122 or e-mail me at RossiM@AlbanvICC.org.

Our AJCC and our Aquatics Staff are looking forward to seeing your Day Camp this summer. Let's create another exciting summer for all our campers!

Sincerely,

Rossi Maldonado **Aquatics Director**

Sidney Albert Albany Jewish Community Center



JCC Association of North America

Cc: Tom Wachunas, Interim Executive Director



AJCC OUTDOOR POOL SUMMER RENTAL AGREEMENT

THIS AGREEMENT made this	by and	between	The	Sidney	Albert	Albany	Jewish	Community
Center, having an address of 340 Whitehall Rd, Albany NY	12208 (the "Cente	er") a	nd		-		,
		(the "l	_essee")	,			

In consideration of the promises and agreements stated below, the Center and Lessee mutually agree as follows:

- 1. Facility and Time of Event. Subject to the conditions set forth below, the Center agrees to rent to the Lessee the following:
 - a) The use of the Outdoor Pool from July 8 through August 2, 2019. Half of the outdoor pool will be rented from 10:30am-12:30pm Monday through Friday. The other half will be available for AJCC Members' usage.
 - b) Use of Men's & Women's General Locker Rooms. Locker and shower facilities are available. We recommend bringing your own locks for lockers, but do not leave them on over night.
 - c) Participants in the Lessee's programs will have access to the locker rooms 30 minutes prior to the start of the rental period and up to 30 minutes at the end of the rental period.
 - d) Non-Center members only have access to the facilities specifically listed above. They do not have access to any other Fitness or workout areas at the Center.
 - e) The Lessee will provide the Center with a list of all programs staff and up to date certifications prior to start of program.

The Center will provide the following staffing for each date and time slot as listed for this rental agreement:

- a) 1 Lifeguard
- b) 1 Maintenance Staff if needed

2. Rental Rate.

The Lessee shall pay the following sum for rental of the Facility (the "Rent").

4 weeks rental contract for Pool usage **\$4,950.00**Your deposit of \$1,950 is due on Monday, June 3, 2019. Non-Refundable. The remainder of \$3,000 is due on Monday, July 1, 2019.

The lessee will provide the following staffing for each date and time slot for this rental agreement:

- b) Lifeguards: ratio of two guards per 25 swimmers
- c) WSI on deck at all times
- d) Certificate of Insurance naming AJCC as co-insured
- e) Lifeguards and WSI certifications for the AJCC records.
- f) All payments and correspondence should be remitted to:

Sidney Albert Albany Jewish Community Center Attn: Rossi Maldonado Aquatics Director 340 Whitehall Rd Albany NY 12208

- 3. Care of the Facility. Lessee shall use the Facility only for the purposes and to the extent stated herein. Lessee shall not cause any damage to the Facility or the Center property either intentionally or by reason of its negligence. Lessee agrees and promises that it shall promptly reimburse the Center for any and all damage, loss or liability arising by reason of the rental of the Facility; to the extent caused by the negligent or intentional acts of Lessee. Lessee shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Center's maintenance, repair of use of the premises. Center shall be responsible for all maintenance and repairs of the facility and shall at its sole expense maintain the premises and any equipment on or attached to the premises in a safe condition, in good repair, and in a manner suitable to Lessee.
- **4. Cancellation.** The Center reserves the right to cancel the pool rental, due to Holiday Closings or any unexpected circumstances limited to inclement weather (thunder & lightning & heavy rain), chemical or maintenance problems (broken valve or motor).
- 5. Both parties shall have the right to terminate this agreement with or without cause upon thirty (30) days written notice of such termination. In the event of such termination, Center shall be entitled to compensation for rental fees pro-rated as of the date of such termination.
- 6. Prohibited Acts. Lessee shall be deemed to be in default of this agreement if any or all of the following occur:
- (a) Lessee shall damage or allow the Facility or Center property to be damaged in any way.
- (b) Lessee shall fail to pay Rent as required herein.

The Sidney Albert Albany Jewish Community Center

- (c) Lessee shall continue to occupy the Facility or any portion of the Center property beyond the time periods stated above.
- (d) Lessee shall unreasonably disturb other portions of the Center property not directly affected by the Event, cause a public disturbance, and block pedestrian or vehicular access to any exit or entranceway servicing the Facility or Center property.
- (e) Lessee shall use or indicate its intent to use the Facility or Center property for purposes other than as explicitly permitted by this Agreement, or approved in writing by the Center.
- (f) Lessee fails to exercise security or safety measures required by the Center in order to avoid the reasonable likelihood of property damage, theft, vandalism or malicious mischief.

IN WITNESS THEREOF, the parties hereto have hereunto set their respective hands as the day and year first above written.

Bv	•		
	Interim Executive Director, SAAJCC	Date	_
Ву			
	Aquatics Director, SAAJCC	Date	
Зу			
, <u> </u>	Youth Director, Town of Schodack	Date	

2019 INTERMUNICIPAL AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT made as of the _____ day of March, 2019 ("Effective Date"), by and between the Town of Schodack (the "Town"), a municipal corporation located within the County of Rensselaer and State of New York, with offices at Town Hall, 265 Schuurman Road, Castleton, New York 12033, acting for and on behalf of itself and certain sewer districts that have been or may be created (the "Districts") and the Village of Castleton-on-Hudson (the "Village"), a municipal corporation located within the County of Rensselaer and State of New York, with offices at Village Hall, 85 South Main Street, Castleton-on-Hudson, New York 12033.

WITNESSETH:

WHEREAS, the Village currently operates a wastewater treatment Facility which includes all Village-owned sanitary sewer collection infrastructure including pipes, pump stations and appurtenances together with all Village-owned sanitary sewer treatment infrastructure including but not limited to structures, equipment and appurtenances as well as all real property and any easements, deeded rights or rights of way associated with the Village's collection, conveyance and treatment infrastructure (the "Facility") for the treatment of sewage generated within the Village and within certain areas of the Town; and

WHEREAS, the Town Board of the Town (the "Town Board") and Village Board of Trustees (the "Village Board") are desirous of expanding sewage service to certain additional areas of the Town; and

WHEREAS, the Town Board and the Village Board have determined that it would be in the best interests of their respective municipalities and of the environment to anticipate the construction, maintenance and operation of any future improvements to the existing Facility; and

WHEREAS, the Town Board and Village Board desire to provide for the construction, maintenance and operation of any future improvements to the Facility (the "Improvements") and for the mode and manner of the administration of the Facility and the Improvements; and

WHEREAS, the Town and the Village are parties to a certain Agreement, dated as of April 13, 1993, addressing, among other things, the service of certain areas of the Town by the Facility constructed by the Village; and

WHEREAS, the Town and the Village are parties to a certain Joint Sewer Agreement, dated as of February 1, 1995, addressing, among other things, the expansion and management of the Facility; and

WHEREAS, the Town and the Village are parties to a certain Joint Sewer Agreement, dated as of November 30, 2004, addressing, among other things, the expansion and management of the Facility as well as future additions/expansions/improvements to the Facility; and

WHEREAS, pursuant to the prior agreements, the Village has provided sewer service, and will continue to provide sewer service, to Town Sewer Districts 1, 2, 4 and 7 and for such other additional districts as may be created subsequent to the execution of this Intermunicipal Agreement for Sewer Service;

WHEREAS, regulatory authorities as well as the Village's engineer have recommended that Improvements be made to the Facility, as set forth in the Village of Castleton-on-Hudson, Wastewater Treatment Plant Evaluation and Upgrade Options, Preliminary Engineer's Report, dated August 25, 2016, prepared by Delaware Engineering, D.P.C., in order to sufficiently address operational challenges presented by certain unit processes of the Facility and due to the age of the Facility relative to its expected service life; and

WHEREAS, both the Town Board and the Village Board are desirous of entering into a new agreement governing sewage treatment service and the construction of Improvements to the Facility that will be mutually beneficial to both municipalities and in the general public interest; and

WHEREAS, both the Town and the Village, both in Rensselaer County, State of New York, have the power and authority to contract with the other to accomplish the aforesaid purposes; and

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein contained, and pursuant to Article 5-G of the General Municipal Law, it is hereby agreed by and between the Town and the Village as follows:

SECTION I. FUTURE IMPROVEMENTS OF THE FACILITY AND INCREASE IN NUMBER OF TOWN USERS

- 1. The foregoing recitals are incorporated herein with full force and effect.
- 2. The Village agrees to provide sewer service to all users in Town Sewer Districts 1, 2, 4, and 7 and for all such other users in additional Town Sewer Districts created by the Town subsequent to the execution of this Agreement. In no event shall the Village be obligated to provide service in excess of the permitted capacity of the Facility. Additionally, the Village does not guarantee the delivery of sewer service in the event of an emergency beyond the control of the Village and accepts no liability for any consequences arising out of the failure to provide sewer service in the event of an emergency. The Village does not bind itself to do any more than provide sewer service to the Town as is available after taking into consideration the needs of the citizens of the Village, and the Town acknowledges and agrees that the Village shall not be responsible for any damages whatsoever that may arise out of any interruption, in whole or in part, of sewer service arising from such interruption.
- 3. Both parties agree to pay the costs and expenses for the future construction of Improvements to the Facility ("Capital Charges") designed to meet the needs of both municipalities and for the costs and expenses associated with the

- continued operation and maintenance ("Operation and Maintenance
 Expenses") thereof, under the terms and conditions set forth herein in
 proportion to the respective number of equivalent dwelling units served by the
 Facility.
- 4. It is recognized that the Village's obligation to furnish sewer service to the Town is conditioned upon the Village's ability to first furnish sewer service to current and future Village users. The Village hereby agrees to furnish sewer service to all users in Town Sewer Districts 1, 2, 4, and 7 and for all such other users in additional Town Sewer Districts created by the Town subsequent to the execution of this Agreement in accordance with the Town of Schodack Sewer District Property Class Codes Equivalent Dwelling Unit ("EDU") Guidelines and the Village of Castleton Sewer Property Class Codes EDU Guidelines, both of which are attached hereto as Exhibit "A," and/or any future EDU Guidelines mutually agreed to upon by the parties. For the purposes of schools (both day and board/residency) identified on the EDU Guidelines, the number of students and staff shall be certified by the Town no later than September 30 of each school year.
- 5. Should the Village need to expand or improve the Facility solely to accommodate a request by the Town to add additional users to the Town Sewer Districts created by the Town subsequent the execution of this Agreement, the Town shall make payments to the Village to offset the costs incurred by the Village to expand or improve its Facility for such purpose. Should the Town, upon being advised of these additional costs in writing by the Village, provide notice in writing to the Village that it does not desire to pay said amount, the Village shall not be obligated to provide said additional planned expansion, improvement or service to the additional users of the

Town.

- 6. Additionally, should the Village, following the construction of the Improvements to the Facility noted in the Village of Castleton-on-Hudson, Wastewater Treatment Plan Evaluation and Upgrade Options, Preliminary Engineer's Report, dated August 25, 2016, prepared by Delaware Engineering, D.P.C., need in the future to make additional necessary upgrades or otherwise modify its Facility to provide sewer service, the Town shall, subject to the right of termination set forth below, make payment to the Village on a proportional basis to offset the costs incurred by the Village. The Town shall be given twelve (12) months advance written notice of the Town's portion of said costs and documentation justifying said charge. Should the Town elect not to participate, in its sole discretion, in the payment of said additional costs, the Town may cancel this contract within six (6) months of the date of receiving written notice, setting forth the effective date of termination within said twelve (12) month time period.
- 7. In the event of termination pursuant to the foregoing Section I, Paragraph 6, neither party shall have any further liability to the other after the effective date of such termination; provided, however, that such termination shall not relieve either party of any obligation or deprive either party of any right incurred or arising hereunder prior to the effective date of such termination, including, but not limited to, the Village's right to receive payment from the Town for sewer service provided but not yet paid for prior to the effective date of the termination as well as the Village's right to receive payment from the Town for the Town's proportional share of the costs and expenses associated with any Improvements set forth herein. The parties acknowledge that the Village shall have no obligation to provide sewer service to the Town after the

- effective date of said termination. If the Town does not provide notice of intent to terminate the Agreement within the aforementioned 12-month time period, as set forth in Section I, Paragraph 6 hereof, the Town will have deemed to have accepted such charge.
- 8. Both parties recognize the existing hydraulic capacity of the Facility can be increased by reducing the influx of stormwater into the system. Both parties agree to undertake reasonable and cooperative efforts to reduce such stormwater influx within their respective jurisdictions by using acceptable engineering principles.
- 9. In order to sufficiently address operational challenges presented by certain unit processes of the Facility and due to the age of the Facility relative to its expected service life, the Parties hereby agree that the improvements, which are identified as Alternative 3 in Section 12.0 of the Recommendations of the Preliminary Engineering Report entitled "Village of Castleton-on-Hudson, Wastewater Treatment Plan Evaluation and Upgrade Options, Preliminary Engineer's Report, dated August 25, 2016," a copy of which is attached hereto as Exhibit "B," and further identified in the May 9, 2017 Amendment to the aforesaid Preliminary Engineering Report, which is attached hereto as Exhibit "C," shall occur.
- 10. The Town and Village agree to work cooperatively in applying for any available grants or other funding sources which may defray the cost associated with the aforesaid Improvements to the Facility. If a grant is awarded with respect to the construction of the improvements then that grant shall reduce the dollar amount of the principal sum owed on any bond on a dollar for dollar basis.
- 11. The Improvements will be located on the premises currently occupied by the

- Facility. The service area of the Facility and the Improvements shall be the existing service area of the Facility, together with those additional areas within the Town that are agreed to by both the Town Board and the Village Board.
- 12. It is agreed that, during the term of this Agreement, the Village shall continue to own the Facility and the lot upon which the Facility is situated, and that the Village will own the Improvements and appurtenances which are hereby being agreed to be constructed.
- 13. The Village shall continue to operate and maintain the Facility, including any Improvements to the Facility constructed during the term of this Agreement.
- 14. It is agreed by and between the parties that subject to the terms and conditions of this Agreement, the Village shall construct the Improvements set forth in the Preliminary Engineering Report prepared by Delaware Engineering, D.P.C., dated August 25, 2016. The design and construction thereof shall be compatible with the existing Facility and Village and Town sewer system, shall meet the requirements of the State, Federal and Local laws, rules and regulations pertaining thereto, and shall be of quality construction and workmanship.
- 15. The construction of the Improvements to the Facility shall be done in accordance with plans and specifications which will be prepared by the Village's consulting engineers. The Village shall prepare plans and specifications for the aforesaid Improvements to the Facility and shall submit said plans and specifications to the Town's consulting engineers for review, if necessary, and comment who shall do so at its own expense.
- 16. The cost and expense of the Improvements to the Facility, including, without limitation, the construction, work thereon, planning, legal and engineering

costs shall be borne by each municipality in proportion to the respective number of equivalent dwelling units served by the Facility and any Improvements to the Facility. Additionally, as mentioned above in Section I, Paragraph 7 of this Agreement, should the Town elect to stop receiving sewer service from the Village in the future, the Town shall still be obligated to continue paying its proportion of the costs and expenses associated with the Improvements to the Facility until such time as the Town's proportion of said costs and expenses have been paid in full to the Village.

- 17. The construction work on the Improvements to the Facility will be overseen by a professional engineer, licensed to practice in the State of New York, to be hired by the Village, to ensure conformance with the plans and specifications and to prevent damage to the Village's existing Facility and ongoing sewage treatment process. The Town, at its own expense, may observe the work in progress as it deems appropriate and necessary.
- 18. Both parties agree that Capital Charges collected shall be used to reduce or satisfy existing indebtedness.

SECTION II. REPAIR AND MAINTENANCE

19. All maintenance, repair and replacements associated with sewage collection infrastructure, including efforts to reduce or manage infiltration and inflow (I&I), owned and operated by the Town shall be conducted and funded by the Town. All maintenance, repair and replacement associated with sewage collection infrastructure, including efforts to reduce or manage infiltration and inflow (I&I), owned and operated by the Village shall be conducted and funded by the Village. To the extent that either the Village or the Town intends to conduct maintenance, repair and/or replacement of sewage

collection infrastructure for which cost sharing between the Village and Town (the "Parties" or individually "Party") is desired, it is the obligation of the Party wishing to conduct the work to provide the other Party with a detailed engineering report that justifies the work and costs as well as the reason cost sharing should be conducted for review at least six (6) months prior to the intended start of construction of the subject work. The reviewing Party shall have thirty (30) days from receipt of the engineering report to review and consent to, request modification, or deny the proposed cost sharing. Without written consent for cost sharing between the Parties, neither Party shall have an expectation of payment from the other Party for maintenance, repair and replacements associated with sewage collection infrastructure, including efforts to reduce or manage I&I.

20. In the event of an emergency situation, the parties agree that the party responsible for the infrastructure subject to the emergency has the authority to act immediately to address the emergency and secure the integrity of the sewer system. As soon as practical after an emergency situation has been identified, the responsible party shall notify the other party verbally and/or by electronic message. If the responsible party believes that the other party should share in the costs of emergency action and/or long term remediation of the situation, the responsible party shall provide a written statement of the emergency situation, likely or known cause, description of immediate actions taken as well as any planned remediation and costs thereof with details/backup documentation, and a proposal for cost sharing to the other

party within thirty (30) days of the emergency who shall have thirty (30) days to review the request and respond in writing with assent or disagreement with the proposed cost sharing. If the parties do not agree, the process outlined in Section V of this Agreement shall govern.

SECTION III. OPERATION AND MAINTENANCE COSTS & CAPITAL CHARGES

OPERATION AND MAINTENANCE

- 21. Sewer Operation and Maintenance ("O&M") costs include those costs incurred to provide for the daily operation of the Facility and any improvements thereto. Those O&M costs include, but are not limited to, the following: operator payroll and benefits, equipment repair and maintenance and contractual costs to third parties. The Village will be solely responsible for sewer costs incurred that do not benefit Town users. The Village shall maintain records that explain the specific allocated O&M costs which the Village incurs, and provide the Town with transaction details for all items for each billing period.
- 22. O&M costs of the Facility shall be borne by each municipality in proportion to the respective number of equivalent dwelling units serviced by the Facility and any improvements to the Facility in accordance with Exhibit "A", and/or any future EDU Guidelines mutually agreed upon by the parties pursuant to Section I, Paragraph 4 hereof. Equivalent dwelling units will be calculated annually no later than October 1 of each year by each party and be available for review by the parties no later than October 15 of each year.
- 23. All real property owners receiving the Village's sewer services are responsible for their proportionate share of the O&M costs. The proportional share paid by the Town shall be based upon the percentage of Town equivalent dwelling

units to the total number of equivalent dwelling units receiving sewer services by both the Town and Village. Total O&M costs used to calculate the Town's invoice will be reduced by any O&M costs solely attributable to the Village's use pursuant to Section III, Paragraph 21 hereof.

CAPITAL CHARGES

24. All properties that benefit from Village's sewer service infrastructure are responsible for a proportionate share of the annual debt service associated with the Facility. The proportional share paid by the Town shall be determined by the fraction derived from the number of Town equivalent dwelling units as the numerator to the total number of equivalent dwelling units of both the Town and Village as the denominator benefitted by the Facility and any Improvements to the Facility. Debt service shall mean principal and interest payments on bonded obligations incurred during the terms of this Agreement arising from capital improvements to the Facility. With respect to any bonded obligations by the Village subsequent to the execution of this Agreement and after the improvements to the Facility identified within this Agreement have been constructed, the Village shall provide the Town with a copy of all documents pertaining to such bonded obligations, including but not limited to the engineer's report, cost estimates from a competent engineer and the final schedule of values from the proposed contract, at or near the time the documents are created by the Village's competent engineers. The Town shall have the right within thirty (30) days of receipt of the aforesaid documents to comment on and or dispute such

- proposed capital improvements or bonded obligations.
- 25. The Village shall prepare a bill for charges for the Town's proportionate share of the Capital Charges and submit the same to the Town for payment after the Village receives notification of debt repayment from its lending agency.

SECTION IV. BILLING

- 26. O&M Costs and Capital Charges shall be billed to the Town two times per year, in accordance with the following procedure:
 - a. The Village shall submit O&M cost invoices to the Town on a semiannual basis by January 15 and July 15 for the prior periods of July 1st through December 31st and January 1st through June 30th, respectively, calculated in accordance with Section III above.
 - b. The Village shall submit Capital Charges invoices to the Town twice a year, for principal and interest, in accordance with the debt service repayment schedule administered by the lender and Section III above. The Village will provide the Town with said debt service repayment schedule upon issuance of the obligation.
 - c. The Town shall pay all invoices (i.e., both O&M Cost and Capital Charges invoices) within thirty (30) days of receipt of the invoice.
 - d. If payment is not received within thirty (30) days from receipt of the invoice (the "Due Date"), the Town shall pay a late charge. Said late charge shall be computed at an annual rate of prime plus one percent (1%) for the first forty-five (45) days after the Due Date and two percent (2%) over prime for each day that a payment is beyond forty-five (45) days from the Due Date. The prime rate shall be the "prime rate" in effect as of the date of billing as listed in the Money Rates column of the Wall Street Journal.

27. If the Town in good faith objects to all or any portion of an invoice, the Town shall so notify the Village in writing within ten business (10) days from receipt of the invoice but shall still remain obligated to pay the full amount of the invoice. If the Town and the Village cannot informally resolve the dispute, the Town and the Village shall follow the dispute resolution procedures set forth in Section "V" of this Agreement. In the event that a court of competent jurisdiction determines that the Town did not owe a portion of the contested invoice, the Village shall be obligated to reimburse the Town for that portion of the invoice which the Court determined was not owed by the Town to the Village. The Village shall maintain records relating to costs incurred for Operation and Maintenance of the Facility as well as annual Capital Charges, and the allocation thereof, which records shall be made available for inspection and review upon the Town's request.

SECTION V. RESOLUTION OF DISPUTES

28. Should any disputes arise related to this Agreement, the parties agree to meet and confer in good faith about any claims, disputes, or other matters in controversy arising out of or related to this Agreement as a condition precedent to litigation.

SECTION VI. MISCELLANEOUS

29. The term of this Agreement shall extend up to a maximum period of time equal to the period of probable usefulness established by Section 11.00 of Local Finance Law in connection with the improvements (i.e., thirty (30) years), which are identified as Alternative 3 in Section 12.0 of the Recommendations of the Preliminary Engineering Report entitled "Village of Castleton-on-Hudson, Wastewater Treatment Plant Evaluation and Upgrade Options, Preliminary Engineer's Report, dated August 25, 2016," a copy of which is attached hereto as Exhibit "B," and further identified in the May 9,

- 2017 Amendment to the aforesaid Preliminary Engineering Report, which is attached hereto as Exhibit "C". The term of this Agreement may be extended in the future to a maximum period of time equal to the period of probable usefulness established by Section 11.00 of the Local Finance Law in connection with the object or purpose for which future indebtedness is issued upon agreement by the Parties under Section I, paragraph 6 of this Agreement. Neither party may terminate this Agreement without the approval of the other party except for the limited situations set forth herein.
- 30. Upon the Town's satisfaction of its obligations relating to the bonded debt associated with the Improvements to the Facility noted in the Village of Castleton-on-Hudson, Wastewater Treatment Plan Evaluation and Upgrade Options, Preliminary Engineer's Report, dated August 25, 2016, prepared by Delaware Engineering, D.P.C., this Agreement, with all amendments then in effect, shall, upon its expiration, be automatically renewed for a term of at least ten (10) years unless at least One Hundred Eighty (180) days prior to the end of then-existing term of the Agreement, one of the parties notifies the other in writing of its intention to terminate at the end of the term of the Agreement.
- 31. Each party agrees to indemnify to the fullest extent provided by law and hold each other harmless from and against any and all claims, of any kind or nature, including any expenses and attorney's fees incurred in defending any such claim, resulting from or arising out of the negligent acts or omissions of that party.
- 32. During the duration of this Agreement, all real property and improvements, relating to the provision of sewer, including any trunk lines or buildings, located within either participating municipality, shall be entirely exempt from real property taxation by said municipality and each municipality agrees to

- said exemption, and each municipality will adopt a tax exemption resolution provided under Section 406 of the Real Property Tax Law.
- 33. Each participating municipality agrees to grant all necessary rights-of-way over and across all of its streets and public ways without any charge or other expense together with all necessary rights-of-way, over and across property owned by it or under its possession and control.
- 34. Nothing in this Agreement shall obligate the Village to provide service beyond permitted capacities and/or in any manner which would be in violation of any applicable laws or regulations.
- 35. Whenever the agreement of both the Town Board and Village Board is required under this Agreement, such agreement shall be required to be approved by a majority of the voting strength of each of the respective governing bodies.
- 36. The Agreement may not be modified or amended except by an instrument in writing, duly executed and acknowledged by the duly authorized representatives of the Town and the Village upon approval of the majority of the respective governing bodies of the Town and Village.
- 37. If any provision hereof is held to be invalid or unenforceable, the remaining provisions shall still be valid and binding on both parties.
- 38. Discharges to the Facility shall be subject to each municipality's Sewer Use
 Law and/or Sewer Regulations and all rules and regulations of the New York
 State and Rensselaer County Departments of Health ("DOH") and the New
 York State Department of Environmental Conservation ("DEC").
- 39. In the event any discharge from the Town be other than permitted by the Village's Sewer Use Law and/or the Town's Sewer Regulations, the Village and/or the Town may require the discontinuance of such discharge or the

- pretreatment of said discharge at the discharger's sole cost and expense to comply with the Sewer Use Law.
- 40. Discharges in the Town shall comply with all rules and regulations with respect to the disposal of sewage as imposed by the Village upon its own residents and any rule or regulation of any federal, state or county agency having jurisdiction over the Village's sewer system.
- 41. The Town agrees that all manholes, sewer laterals, lines and pumping stations, in the Town, if required, shall be constructed and maintained in accordance with the rules and regulations of DEC and DOH and the Town further agrees that no extension of sewer lines, laterals, manholes or pumping stations in the Town will be constructed unless and until the Village shall have reviewed and approved such construction and the type and design thereof. Such review by the Village shall be at the Town's sole cost and expense, and such approval shall not be unreasonably withheld.
- 42. Neither the Town nor the Village is responsible for the cost of hook-up of a unit or units to the main sewer lines, or the cost of repairs to same. Such costs shall be the sole responsibility of the user. Said user shall also incur a \$5,000 Capacity Charge. The Capacity Charge shall be issued in accordance with the Town of Schodack Sewer District Property Class Codes Equivalent Dwelling Unit ("EDU") Guidelines and the Village of Castleton Sewer Property Class Codes EDU Guidelines, both of which are attached hereto as Exhibit "A," and/or any future EDU Guidelines mutually agreed upon by the parties. For the purposes of this Agreement, the term "Capacity Charge" shall mean a forward-looking charge for new users to fund future improvements to the system to accommodate the increase in flow and the additional wear and tear on system components that result from the addition of new users. The

- Capacity Charge shall be paid by the user to the municipality in which said user is located and the Village shall set aside the funds received from Village users and/or from the Town on behalf of Town users as a result of said Capacity Charge for the purpose of O&M Costs and Capital Charges.
- 43. Each new hook-up in the Town must be inspected by the Town, at its own expense, before being put into use. When the Town is contacted for the scheduling of such an inspection, the Town shall promptly notify the Village, and in any event shall provide at least three (3) days advance notice to the Village (unless expressly waived by the Village) of any hook-up inspection, thereby allowing the Village to also perform any inspections. Such notice will state the name and address of the person hooking up, the number of equivalent dwelling units to be hooked up, the name of the contractor doing the hook-up and the date and time of the scheduled inspection. Any inspection fees charged by the Town or Village with respect to any hook-up shall be the sole responsibility of the party requesting the hook-up.
- 44. Dischargers within the Town shall comply, in addition to the Village's Sewer Use Laws and the rules and regulations of the DOH and DEC, with the Town of Schodack's Sewer Regulations, which defines, among other things, the connections, prohibited substances, rights of inspection, the type of connection and the manner of connection. Should such dischargers not comply with the Town of Schodack Sewer Regulations and/or the Village's Sewer Use Laws and the rules and regulations of the DOH and DEC, the Village and the Town shall have the authority to pursue those remedies permitted by law, including, but not limited to, termination of service.
- 45. Due to the possibility of introduction of groundwater or contaminants into the system, no work shall be performed on the collection systems now or

- hereafter existing in the Town without either the supervision or the approval of such work by a duly authorized inspector of the Village.
- 46. The Town shall not issue a certificate of occupancy for any new or additional dwelling or commercial structure in the Town that is to be served by the Facility until an inspection as set forth above has been conducted. No certificate of occupancy shall be issued by the Town until the payment of all Capacity Charges, unless otherwise provided herein, and any Town charges have been paid.
- 47. This Agreement represents the complete understanding and agreement between the parties, and shall supersede all prior agreements as to the subject matters contained herein, including, but not limited to, the 1993 Agreement, the 1995 Agreement and the 2004 Agreement. The parties agree that this Agreement shall be governed by New York State law.
- 48. This Agreement is the mutual work of the parties and shall not be construed against one party or the other as a result of the preparation, submission or other event of negotiation, drafting, or execution hereof.
- 49. This Agreement shall be binding upon the parties, their lawful successors and/or assigns and the special districts of each of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and sealed with their corporate seals the day and year first above mentioned.

TOWN OF SCHODACK	VILLAGE OF CASTLETON-ON HUDSON
By:	By:
David Harris, Supervisor	Robert Schmidt, Mayo



Rensselaer County Board of Elections

Ned Pattison Rensselaer County Government Center 1600 Seventh Avenue Troy, New York 12180 518-270-2990

Jason T. Schofield Republican Commissioner

Edward G. McDonough Democratic Commissioner

Poll Site Agreement

Please read the following information in its entirety and we ask that you sign the agreement below authorizing the use of your facility as a poll site for the 2019 elections.

- 1. You can expect the delivery of the machines a week prior to the election date and pick up 1-2 days after the election. You will be notified of the delivery date when it is determined.
- 2. Entrance through accessibility ramps must be allowed for delivery of the machines.
- 3. We ask that your polling site be opened at least (1) one hour prior to opening of polls to allow for set up of the machines and the appropriate equipment.
- 4. It is important that the contact sheet below indicates the name and phone number to someone that can be reached before and after your operating hours.

Poll Site Name:		Poll Site Addre	ess:
List of election dates and times:		State/Local Primary Election: General Election: <u>Authorization</u>	Tuesday June 25 th Noon-9pm Tuesday November 5 th 6am -9pm
Date:	(Signature)		(Print Name)
is how we notify you of it is how we ensure that p	machine delivery poll workers and Please	and guarantee that your facility is according to the poll site at the provide all contact information as	nat we have reliable contact information. This cessible for these deliveries. On Election Day, the designated time before the polls open. If follows:
Person to Contact durin	•		
		email:	
Cell:			
Person to Contact Before	<u>re or After Busi</u> i	ness Hours:	
Name:	Phone: _	email:	
Cell:			
Also, please be sure to pr	ovide an email ac	ddress for anyone else that you wish t	o receive communications. This should be an
			l allow the Board to notify all poll sites of any
important information tha			



Rensselaer County Board of Elections

Ned Pattison Rensselaer County Government Center 1600 Seventh Avenue Troy, New York 12180 518-270-2990

Jason T. Schofield Republican Commissioner

Edward G. McDonough Democratic Commissioner

2019 Elections - Poll Site Agreement

Dear Poll Site Representative,

The Rensselaer County Board of Elections extends our sincere thanks and appreciation for the use of your building(s) in our last election. Once again we are requesting use of your building as a poll site for the upcoming 2019 elections.

Election dates for 2019 is as follows:

<u>State/Local Primary Election</u> General Election: Tuesday, June 25th Tuesday, November 5th

12:00 to 9:00PM 6:00 AM to 9:00 PM

Again, it is very important that your poll site be opened at **least (1) one hour prior** to opening of the polls to allow the inspector's adequate time to prepare the machines for voting. If it is more convenient for you to provide the Board of Elections with a key to open at this early hour, please contact our office @ (518)-270-2990 and we will make arrangements to pick up a key.

Enclosed please find the 2019 Poll Site Agreement and Contact Information Sheet. If you receive this via email, please return to the email listed (ggaluski@rensco.com). If you receive this request in the mail, please return it to us in the enclosed envelope as soon as possible. Be sure to include a phone number to someone that can be reached before and or after your operating hours so that delivery and pick-up of machines can be scheduled. You can expect the delivery of the machines a week prior to the election date and pick up 1-2 days after the election.

Thank you for your continued support of the election process and assisting in a successful election.

Sincerely,

Commissioner

Joan T Schfield

Commissioner

Elwal & Mr Houry



Quotation

100 Air Park Dr

Rochester, NY 14624 Phone: (585) 465-2863 Fax: (585) 328-4406

Quotation For:

Schodack Police Dept

Quote is Valid For 30 Days

3/5/2019

DATE:

Attention:

Steve Roy

sroy@schodackpolice.com 1797 Columbia Turnpike Castleton, NY 12033 Phone: (518) 477-7973

SALES REP	CUSTOMER ID	SHIP DATE	SHIP VIA	FOB POINT	TERMS
Ted Pinelli	S71973	TBD	FedEx		Net 30
QUNANTITY	DESCRIPTION	UNIT PRICE		DISCOUNT	AMOUNT
4	AE223N American Eagle 223 Rem 62 GR FMJ 181.22 25 Boxes per case 20 Rounds per box 500 Rounds per case	\$ 181.22			\$ 724.8
4	LE223T3 Federal 223 Rem 62 GR Bonded Softpoint 258.18 10 Boxes per case 20 Rounds per box 200 Rounds per case	\$ 258.18			\$ 1,032.7
12	SPEER LAWMAN BRASS CASE 53652 40 S&W 40 S&W 180 GR TMJ LAWMAN 242.82 20 50 1000 Rd Per Case	\$ 242.82			\$ 2,913.8
4	SPEER GOLD DOT 53962 40 S&W 40 S&W 180 GR GDHP AMMO 346.1 20 50 1000 Rd Per Case	\$ 346.10			\$ 1,384.4
					\$ -
ll be a \$10.00 cha	pons listed on the attached sheet. All trade-in weapons marge per missing magazine. All weapons must be in factor stated and agreed to by AmChar. Please see trade in poli	y working ord	ler and hav	e no rust	
may need a exe	emption certificate so we can send you this product federa	excise tax		SUBTOTAL	\$ 6,055.8
empt.				SHIPPING [
				Total	6,055.8

All Quotes subject to factory price stability and may change without notice. Prices quoted are contingent to signed acceptance of this quotation

To accept this quotation, sign below and return with a PURCHASE ORDER to sharon@amchar.com

X

THANK YOU FOR YOUR BUSINESS



Bucks Fabricating A Deist Industries Co.

3547 Perry Highway Hadley, PA 16130 Fax: 724-253-3863 800-233-0867 www.bucksfab.com

Bill To

Date

3/8/2019

Quote #

38963

Expires

3/23/2019

Sales Rep

Roseberry, Crystal

Ship To

Terms

Ex Works/Incoterms 2010

Town of Schodack 446 Poyneer Road (518)-477-5638/Bruce Goodall

Nassau NY 12123

Town of Schodack 446 Poyneer Road

Payment Terms

Prepay

(518)-477-5638/Bruce Goodallaxable PA, OH, CA, FL, ...

Nassau NY 12123

Shipping Notes (For Cus...

Vehicle Make

Item Number	Quantity	Description	Unit Price	Amount
7062282	1	RO-2282-CA 40 yards Contractor Duty Open-Top Container Rectangular in Design 22' Long, 82" High Sides (82" High Sides/10" Understructure-92" Overall Height), 96" Wide 3/16" Floor, 12 Ga Sides, Cross Members on 17.5" Centers, Top Rail 3/16" x 3" x 4", Bottom Rails 1/4" x 2" x 6", Primed/Painted Mack Green, Standard Side Swing Gate, Cable Hookup, Standard Wheels Est. Weight: 6228lbs Option to Add Inverted Angle to all Top Rails: \$250.00 Additional to the Container Cost* Lead Time for This Option 1 1/2" Weeks*	5,540.00	5,540.00

This Quote is valid for 15 days from Quote Date. All Orders are subject to Deist Terms and Conditions OS-100. See attached. The product prices listed herein are based on current steel prices, if there is a 3% or greater shift in steel prices before this order is produced, we will notify you of any applicable changes in the costs of these products.

By providing your signature of approval above, you are acknowledging that the delivery address is correct and accurate. If the delivery location changes at the time of shipment or if the customer redirects a carrier to a destination which is more than 5 miles from the original delivery destination, additional delivery charges will apply.

Customer Approval Signature:

Subtotal Shipping Cost (Common Carrier) 5,540.00 1,300.00

\$6,840.00



CONTRACTOR DUTY ROLL-OFF CONTAINER



SPECIFICATIONS

FLOOR SHEET 3/16" (2) PIECES BUTT WELDED

CROSSMEMBERS 3"STRUCTURAL CHANNEL 4.1 LBS/FT

AT 17.5" ON CENTER

LONG RAILS 2" X 6" X 1/4" TUBING

FRONT WHEELS 8" X 6" LONG WITH GREASE ZERK

(FRONT WHEELS STANDARD ONLY ON CABLE)

REAR WHEELS 8" X 10" LONG WITH GREASE ZERK

SIDE SHEET 12 GAUGE

SIDE POSTS 3" X 5" FORMED ON 24" CENTERS

TARP RAIL 5/8" ROUND BAR

TOP RAILS 3" X 4" X 7 GAUGE TUBING

BULKHEAD SHEET 10 GAUGE

PUSH PLATE 26" X 16" X 3/16"

BULL NOSE SOLID 1 1/4" PLATE BURNOUT

NOSE ROLLERS HEAVY DUTY MACHINED 4" DIAMETER X 6" LONG

WITH GREASE ZERKS

HOOK PLATE 23" X 15" X 3/4"

TAIL GATE SHEET 10 GAUGE

TAIL GATE FRAME VERTICAL 3" X 4" X 7 GAUGE TUBING

3 1/2" X 7" X 3/16" FORMED **REAR CORNER POST**

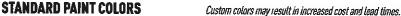
HINGES **HEAVY DUTY WITH GREASE ZERKS**

THREE ON 54" OR HIGHER SIDES

LATCHES VERTICAL LIFT HANDLE

PAINT INTERIOR/EXTERIOR SOLVENT BASED PRIME

> **EXTERIOR SOLVENT BASED TOP COAT** COMPLETE PAINT OPTION AVAILABLE







BUCKS'® RED



MACK GREEN











CONTAINER OPTIONS

Options may result in increased cost and lead times.



DUMP GATE



DUMP/SIDE SWING GATE



SIDE DOOR



ROOF (MANY STYLES AVAILABLE)



INTERIOR DIVIDERS



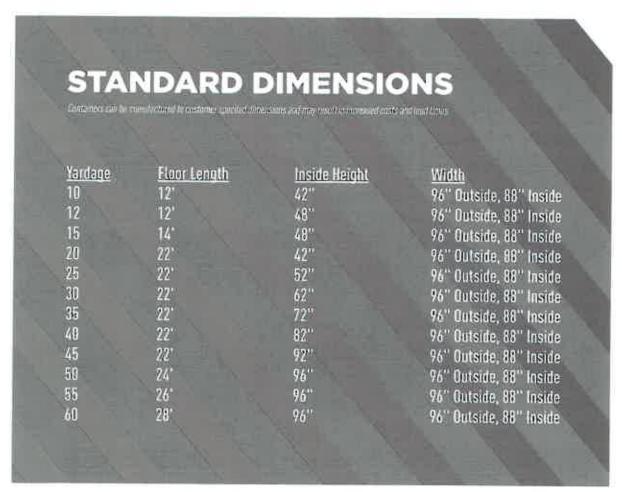
SIGN PLATES



DUAL HOOK-UP



TARP (MANY STYLES AVAILABLE)





1079 State Route 20, New Lebanon, NY, 12125

PHONE: 800-235-0734 FAX: 518-794-6319

WQ-10108139

Sell To

Contact Name Bruce Goodall

Town of Schodack Bill To Name

Bill To 265 Schuurman Rd

Castleton, NY 12033-3223

USA

Email brucegoodall@nycap.rr.com

Phone 518-477-8491

Quote Information

Salesperson Tom Nero

Salesperson Email tnero@wastequip.com

Salesperson Phone (518) 320-5851

Ship To Name

Town of Schodack

Ship To 1079 State Route 20

New Lebanon, NY 12125

USA

Created Date

3/6/2019

Expiration Date

3/20/2019

Quote Number

WQ-10108139

Please Reference Quote Number on ali

Purchase Orders

Model	Product Description	Selected Option	Quantity	Sales Price	Total Price
206742NE	40 Cubic Yard Standard Duty Rectangle Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	Color: Dark Green	1.00	\$5,553.00	\$5,553.00
ROC201	Top Tube Upgrade - 22' 2.5"x 2.5"x 1/4" Angle Inverted on Top Tube		1.00	\$473.00	\$473.00

Subtotal \$6,026.00 Payment Terms Net 30 Days Shipping \$0,00 Shipping Terms CPU (Customer Pick Up) Tax \$0.00 **Grand Total** \$6,026.00

Additional Information

Additional Terms

Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information

Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.



1079 State Route 20, New Lebanon, NY, 12125

PHONE: 800-235-0734 FAX: 518-794-6319

				WC	10108139
Accepted By: _		 			
Company Name:	 		 		
Date: _	 		 		
Purchase Order:					

Please Reference Quote Number on all Purchase Orders

TOWN OF SCHODACK EDUCATIONAL SEMINARS REQUEST

Pursuant to Resolution # 2010-044, the Supervisor is authorized to approve staff attendance at educational seminars if registration and expenses are deemed to be appropriately budgeted and do not exceed \$250 in the

Please attach information about the seminar (i.e. agenda) include documentation to support each cost item, so that the Supervisor and/or Town Board can appropriately review.

	-PPropriately	review.	rem, so that
Staff attending educational program:		18	PTL. GORDAN HARRINGTON
Name of Seminar/Conf./Course: Location (Venue, City): Dates of Seminar: Cost of Seminar (Registration Fees):		to.	TECHNICAL CRASH MANAGEN WESTCHESTER COUNTY 04/15/2019 - 04/18/2019 NONE
Travel Costs: Mileage - Please include a copy of mapquest to estimate total mileage Train/Bus/Plane Town Vehicle	# of Miles	Rate as	Estimated Amount
Town Vehicle		when your	actual mileage is submitted for reimbursement.
Lodging: Name of Hotel/Motel # of Rooms # of Nights Cost per night Total Lodging Cost Meals: Included in seminar cost Estimated cost if you answered no above Total estimated cost to attend: Estimated cost per staff member* (total cost divided by # of ppl attending) Is the total cost budgeted?		\$	COMPORT INN? SUITES
TB Resolution needed?* If Yes, please document resolution #			N
Department Head Approval		-	
Supervisor Approval		1	and Aller
* If the estimated cost per staff member is > \$	250 then a TD		yeurs whenvy

* If the estimated cost per staff member is > \$250, then a TB resolution is required. Please plan ahead. A resolution is required prior to any town obligation and/or payment for the seminar. Please attach this form and a copy of the resolution, if applicable, to all payment requests involving payment to a vendor or an employee

<u>Note:</u> Please make sure you bring the appropriate tax exemption forms with you. There is also a special tax-



TO:

New York State Law Enforcement Executives

FROM:

Matthew Slater, Associate Training Technician

DATE:

May 16, 2018

SUBJECT:

Crash Management Course Series

The Office of Public Safety is pleased to announce the Motor Vehicle Crash Management course training series for 2018-19. The *Basic, Intermediate, Advanced* and *Technical Crash Management* courses are delivered progressively in one-week courses Monday to Friday, 8:00 a.m. to 4:00 p.m. The Office of Public Safety is announcing this training schedule for the fiscal year and only these specific courses will be offered during the year. Please plan for your training needs accordingly.

Basie	hitempediate	Advanced	Technical
Albany County	Albany County	Niagara County	Niagara County
August 20-24, 2018	August 27-31, 2018	November 5-9, 2018	December 3-7, 2018
Niagara County	Niagara County	Westchester County	Westchester County
October 1-5, 2018	October 22-26, 2018	March 11-15, 2019	April 15-19, 2019
Westchester County January 7-11, 2019	Westchester County February 11-15, 2019		7 745111 10 10, 2018

The Basic Crash Management and Intermediate Crash Management courses train officers to process accident scenes by preserving and collecting the available data and physical evidence. Students are also trained in basic collision investigation calculations and scene diagramming.

The Advanced Crash Management and Technical Crash Management courses train accident investigators to become proficient in the analysis and interpretation of crash data. The training includes lecture and project work dealing with; damage analysis, thrust diagramming, pre-and post-impact speed determinations, and time position analysis.

Officers must successfully complete each course with a grade of 70% to pass and a grade of 80% before progressing to the next level. *There is no cost for the classes. Personnel taking these courses will be completing considerable math-oriented project work and should have proficiency in basic math and algebra.* Students will be issued drawing supplies and a calculator for the courses and should bring appropriate clothing/gear for the outdoor projects.

Due to the hands-on field exercises for all courses, registrations will be limited and you must receive a confirmation notice from DCJS to attend. Please complete the appropriate course registration form on one of the links provided below.

Albany County Location: https://www.surveygizmo.com/s3/4371844/Crash-Management-Series-Albany-County

Niagara County location: https://www.surveygizmo.com/s3/4371853/Crash-Management-Series-Niagara-County

Westchester County location: https://www.surveygizmo.com/s3/4369517/Crash-Management-Series-Westchester-County

If you have any questions about the courses or registration, please contact Tim Adamczak, Sr. Training Technician (Police) via e-mail at tim.adamczak@dcjs.ny.gov or by telephone at (518) 457-1245.

roundoube

Subject

Your priceline itinerary for Elmsford, NY - Sunday,

April 14, 2019 (Itinerary# 158-966-444-38)

From

Priceline.com Customer Service

<hotel@trans.priceline.com>

Τo

<JHARRINGTON@SCHODACKPOLICE.COM>

Reply-To

<no-reply@priceline.com>

Date

2019-01-04 10:47

View this email as web page

Hotels Cars **Flights** Packages Cruises

大会会

Congratulations, your hotel for April 14, 2019 is confirmed!

Priceline Trip Number: 158-966-444-38 To view your full itinerary, click here.

Print Itinerary

Paperless Confirmation

Manage Your Booking

Best Price. GUARANTEEL On EVERYTHING you book.

La Quinta Inn & Suites White Plains - Elmsford 5 Nights, 1 Room

Check-in:

Sunday, April 14, 2019 (03:00 PM)

Check-out:

Friday, April 19, 2019 (12:00 PM)

Hotel Address:

540 Saw Mill River Road Route 9a

Elmsford NY, 10523, United States

Hotel Phone Number:

914-592-3300

Number of Rooms:

1 Room

Reservation Name:

Room 1: Jordan Harrington

For 2 Adults



See Hotel Details



Map/Directions

Hotel Confirmation

Number:

1472314258 (Pincode: 3250)

Room Type:

King Room - Featuring free Wi-Fi, this room also includes a cable TV,

work desk and coffee making facilities.

Max 2 guests. Hotels may charge for additional guests.

Meal Plan:

Breakfast is included at no extra charge.

Prepayment:

No prepayment is needed.

Guest Parking:

Free public parking is possible on site (reservation is needed).

Internet:

WiFi is available in all areas and is free of charge.

See all Policies

Book Again



Summary of Charges

Total Cost: \$962.60

Billing Name:

Jordan Harrington

Deal Type:

Pay When You Stay

Room Price:

\$169.80 avg./night

Number of rooms:

1 Room

Number of nights:

5 Nights

Room Subtotal:

\$849.00

Taxes & Fees:

\$113.60

You Pay Today:

\$0.00

Total Cost:

\$962.60

844.00

WE GUARANTEE THE LOWEST PRICE ON EVERYTHING YOU BOOK

Find a lower price, we'll refund you 100% of the difference. Book an Express Deal, we'll refund you 200% of the difference.

Prices are in USD

The hotel will determine the final total and bill you at the time of your stay



Need a Rental Car?

We've got amazing deals from the top rental car brands!

See all Rental Cars

Pick-up:

Sun April 14 - 12:00 PM

Drop-off:

Fri April 19 - 12:00 PM

Change Search

Reserve Your Car Now Before Rates Go Up!



ADVANTAGE

\$196 / week

Mid-Size Car 21.5 miles from hotel



3 auto

Pay at Pick-up



Hertz

\$449 / week

Economy Car 2.7 miles from hotel







Pay at Pick-up



Hertz

\$459 / week

Compact Car 2.7 miles from hotel









Pay at Pick-up

Castleton Cemetery Association Norman Wiley, President 45 Seaman Ave. Castleton, NY 12003

David Harris, Town Supervisor Town of Schodack 265 Schurman Rd Castleton, NY 12033

I am writing to you with hope of being included on the January 28, 2019 Board Meeting agenda.

I would like to discuss with you and the Board the possibility of the Town help's in funding half (1/2) the cost for an historical marker for Horizon View Cemetery located at 1375 Brookview Station Road in the Town.

The Land for the Cemetery was purchased in 1965 and our first burial in the cemetery was 1975 over 40 years ago.

The marker will be cast aluminum and painted blue and yellow in the style of NYS historical markers.

Total cost for the plaque is expected to be about \$1,200, and will be installed by the Association.

The Castleton Cemetery Association will pay for the other half and cost of the mounting pole and installation.

These historical markers help in highlighting Town's rich local history.

Any questions, you can contact me at 518.469.1595 or by email at nwiley@nycap.rr.com

Sincerely:

Norman Wiley

Norman Wiley, President

PLANNING & ZONING

Town of Schodack 265 Schuurman Rd.

March 6, 2018

Castleton, NY 12033

Supervisor David Harris Schodack Town Board Members Schodack Town Hall 265 Schuurman Road Castleton, NY 12033

Re:

Giovanni Mcruca/Eden Renewables

2181 Brookview Road Castleton, NY 12033

Planning Board

Denise Mayrer, Chairperson Wayne Johnson,PE John LaVoie

Jonn Lavoie Lawrence D Angelo Andrew Aubin,PE

James D Shaughnessy,PE Craig Crist, Esq. Dear Supervisor and Town Board Members:

Enclosed are a full Environmental Assessment Form and a copy of the concept plan for the above project.

This is a Type 1 Action. The Schodack Planning Board wishes to undertake a coordinated review and desires to declare itself as lead agency at a future meeting.

Please indicate if you object or concur at your earliest convenience. In addition, we look forward to your comments.

Zoning Board of Appeals

David Calarco, Chairman Ed Brewer Anthony Maier Lou Spada Craig Crist, Esq. Thank you.

Sincerely,

Denise Mayrer

Planning Board Chairperson

Danise Mayur

Town of Schodack

PB/NF

Enclosure

c: Rici Cra

Richard Laberge, P.E., Planning Board Engineer Craig Crist, Esq., Planning Board Attorney Giovanni Mcruca. Eden Renewables

Voice (518) 477-7938

Fax (518) 477-7983

SPECTL PERMIT/SITE PLAN A LICATION

Town of Schodack-Planning Board
265 Schuurman Road, Castleton, NY 12033
Phone: 518-477-7938; Fax: 518-477-7983; Nadine fuda@schodack.org

FILE # 2018 - 4	7	CONCEPT MEETING: M	
APPLICATION RECEIVED ON _/C	130/18		
LOCATION OF PROPERTY 2191	Brokview Rd (Pastleton-on-Hu	1son.0417033
TAX MAP #	ZONE RA	_ ACRES 159.5	OAD FRONTAGE (B.) 716 L
ENG/SURVEY FIRM EDP	TELE	PHONE 518-3-17-7197-	/ Email Traitchell DEDPLIP CO
EXISTING USE(S) Farming			/ Existence of ACLASS
INTENDED USE(S) COMMON	by Solar Farm	(Ellen z	enewables)
WILL DEVELOPMENT BE PHASED? YE	sNo	IF YES, ATTACH LETT	FP OF EVOLANAMON
WILL YOU BE SEEKING A SITE DEVELOR	PMENT PERMIT BEFORE FINAL	APPROVAL 2 VES X	EN OF EXPLANATION,
WHEN PRELIMINARY APPROVAL IS GRAISSUED BY THE BUILDING INSPECTOR I	NED THE BUILDING		E DEVELOPMENT PERMIT WILL B
** IS THIS PROPERTY IN AN AGRICULT			
** ARE THE BOUNDARIES OF THIS PARK YES NO IF YOU ANS	NEL MATERIAL PARA SELECTION		
ATTACH: EAF, Application fee, Surve 10 days before initial review.	ey/Site Plan Maps (min. 10),	appropriate fees, letter o	N MAY BE REQUIRED. f Intent, must be submitted
Annihostica to be set at the			
Application is Hereby Made to the laws, Ordinances, Regulations of	STATE OF STATE OF THE STATE OF	New Tork State for ap	oroval of the application.
WHO WILL BE REPRESENTING YOUR APP	PLICATION AT THE PLANNING BO	DARD MEETINGS? Edea	Rone 2-Hos /END
	kani Maruca/Ed		A.A
MAILING ADDRESS 3338 road	Print name		PPLICANT'S Signature
TELEPHONE#518-233-4011			
TELEPHONES ON SON TO 11	OTHER# 518-37	0-6259 FAX#	Ā
Date LON	am Lanford	MIN	a. la D
MAILING ADDRESS POBOX 53	Print name	17115-0053	TY OWNER'S Signature
TELEPHONE# 518-461-6251		11-11-0053	
10.000	OTHER#	FAX #	

Nadine Fuda, Director / Denise Mayrer -Chairperson / Craig Crist, Attorney / Richard Laberge, P.E. Wayne Johnson / John LaVoie / Paul Puccio / Lawrence D Angelo / Andrew Aubin / James D. Shaughnessy

Full Environmental Assessment Form Part 1 - Project and Setting

Instructions for Completing Part 1

RECEIVED

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.

TOWN OF SCHODACK

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 applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Elmbrook Solar Farm		
Project Location (describe, and attach a general location map):		
West side of Brookview Road approximately		
Brief Description of Proposed Action (include purpose or need):		
Construction of a 7.5 mW (DC) solar array with solid state battery storage on a 159.5 +/-188-6-15).	- acre parcel of land in the To	wn of Schodack (tax map id
Name of Applicant/Sponsor:	Telephone: 518 233-	4011
Elmbrook Solar, LLC	E-Mail: giovanni.mai	uca@edenrenewables.com
Address: 333 Broadway, Suite 460		
City/PO: Troy	State: NY	Zip Code: 12033
Project Contact (if not same as sponsor; give name and title/role):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: 518 461	6251
William Lanford	E-Mail:	
Address: PO Box 53		
City/PO: Malden Bridge	State: NY	Zip Code: ₁₂₁₁₅

B. Government Approvals

Governme	_	If Yes: Identify Agency and Approval(s) Required		cation Date or projected)
a. City Counsel, Town B or Village Board of Tr	rustees	Town Board Planned Development	4/2019	or projected)
o. City, Town or Village Planning Board or Cor	✓Yes No mmission	Site Plan	4/2019	
. City, Town or Village Zoning Board	☐Yes ✓No of Appeals		 	
. Other local agencies	□Yes☑No		 	
. County agencies	Z Yes□No	239-m planning referral / curb cut	4/2019	
Regional agencies	□Yes☑No			
State agencies	□Yes ✓No			
Federal agencies	✓Yes No	Possible ACOE wetlands PCN.	4/2019	
ii. Is the project site loc ii. Is the project site with	ated in a community	with an approved I goal Westerform D. Co. C.		☐ Yes ☐N ☐ Yes ☐N ☐ Yes ☑N
Planning and Zoning 1. Planning and zoning Il administrative or legis ly approval(s) which mu If Yes, complete se	ated in a community hin a Coastal Erosion actions. lative adoption, or an st be granted to enable ections C. F and G.	with an approved Local Waterfront Revitalizati Hazard Area? nendment of a plan, local law, ordinance, rule of the proposed action to proceed?	ion Program?	☑ Yes□N □ Yes☑N
ii. Is the project site localities. Is the project site with Planning and Zoning 1. Planning and zoning and administrative or legistly approval(s) which muture if Yes, complete so if No, proceed to complete so if No.	ated in a community hin a Coastal Erosion actions. lative adoption, or an st be granted to enable ections C, F and G. question C.2 and compustion C.2 and compusition C.2 and compusition C.2 and compusition C.2 and comp	with an approved Local Waterfront Revitalizati Hazard Area?	ion Program?	☑ Yes□N □ Yes☑N
ii. Is the project site localities. Is the project site with Planning and Zoning 1. Planning and zoning 1. Planning and zoning 1. Planning and zoning 2. Planning and zoning 3. Planning and zoning 4. Planning and zoning 5. If Yes, complete so any proceed to any proceed to any municipally-adopted land use planting any municipally-adopted land use planting and project sites and proje	actions. lative adoption, or an est be granted to enable ections C, F and G. question C.2 and compose.	with an approved Local Waterfront Revitalizati Hazard Area? mendment of a plan, local law, ordinance, rule of the proposed action to proceed? plete all remaining sections and questions in Parage or county) comprehensive land was also (a)	ion Program? or regulation be the	✓ Yes No.
Planning and Zoning I. Planning and Zoning I. Planning and zoning I. Planning and zoning II administrative or legis If Yes, complete so If No, proceed to complete so Adopted land use plant On any municipally- adopted the proposed action ies, does the comprehens and be located?	actions. lative adoption, or an est be granted to enable ections C, F and G. question C.2 and compose. oted (city, town, villan would be located? sive plan include special enable ections C.3.	with an approved Local Waterfront Revitalizati Hazard Area? mendment of a plan, local law, ordinance, rule of the proposed action to proceed? plete all remaining sections and questions in Parage or county) comprehensive land use plan(s) is sific recommendations for the site where the pro-	or regulation be the art 1 include the site oposed action	☑ Yes□N □ Yes☑N
Planning and Zoning I. Planning and Zoning I. Planning and zoning I. Planning and zoning II.	actions. lative adoption, or an est be granted to enable ections C, F and G. question C.2 and composed (city, town, villan would be located? sive plan include spectaction within any location within any location.	with an approved Local Waterfront Revitalizati Hazard Area? mendment of a plan, local law, ordinance, rule of the proposed action to proceed? plete all remaining sections and questions in Parage or county) comprehensive land use plan(s) is	or regulation be the art 1 include the site oposed action	✓ Yes ✓ No
Planning and Zoning I. Planning and Zoning I. Planning and zoning I. Planning and zoning Il administrative or legis ly approval(s) which mu If Yes, complete so If No, proceed to co Adopted land use plant To any municipally- adopted the proposed action ies, does the comprehensel be located? the site of the proposed frownfield Opportunity for other?)	actions. lative adoption, or an est be granted to enable ections C, F and G. question C.2 and composed (city, town, villan would be located? sive plan include spectaction within any location within any location.	with an approved Local Waterfront Revitalization. Hazard Area? Internal Marchaeler Marc	or regulation be the art 1 include the site oposed action	☐ Yes ☐ No ☐ Yes ☑ No ☐ Yes ☑ No ☐ Yes ☑ No

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? RA - Residential Agriculture	✓ Yes□No
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? If Yes,	☑ Yes□No
i. What is the proposed new zoning for the site? Planned Development	
C.4. Existing community services.	
a. In what school district is the project site located? Schodack Central School District	
b. What police or other public protection forces serve the project site? Rensselaer County Sheriff / NYS State Police	
c. Which fire protection and emergency medical services serve the project site? Schodack Valley Volunteer Fire Dept	
d. What parks serve the project site? Schodack Town Park	
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 components)? Commercial - power generation	, include all
b. a. Total acreage of the site of the proposed action? 159.5 acres	
b. Total acreage to be physically disturbed?0.97 acres c. Total acreage (project site and any contiguous properties) owned	
or controlled by the applicant or project sponsor?	
c. Is the proposed action an expansion of an existing project or use? i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, square feet)? % Units:	☐ Yes ☑ No housing 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? iii. Number of lots proposed? iv. Minimum and maximum proposed lot sizes? Minimum Maximum	□Yes □No
	□Yes☑No
e. Will the proposed action be constructed in multiple phases? 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 	
 Anticipated completion date of final phase Generally describe connections or relationships among phases, including any contingencies where progred determine timing or duration of future phases: 	

f. Does the proje	ct include new resi	dential uses?			Files Files
If Yes, show nun	obers of units prop	osed.			□Yes☑No
	One Family	Two Family	Three Family	Multiple Family (four or	more)
Initial Phase				- , . 	
At completion of all phases					
L					
g. Does the propo	sed action include	new non-resident	ial construction (incl	uding expansions)?	
,					✓ Yes No
i. Total number	of structures 1 so	lar array	*array panels are 8.5	ft; CCTV security poles will be 1	5.5 ft in height
iii. Approximate	m reet) of largest p	roposed structure:	8.5* height;	600 width; and 3000 1	ength
	_	I wradiood	or coorda.	Editore foot	
				Il result in the impoundment of agoon or other storage?	any □Yes☑No
If Yes,	77,000	ı gahhis, ieseraon	, pond, lake, waste i	agoon or other storage?	*
i. Purpose of the	impoundment:				
ii. If a water impo	undment, the princ	cipal source of the	water:	Ground water Surface wa	ster atrooms [704]
			_		iter streams LIOther specif
			contained liquids an		
iv. Approximate s	ize of the proposed	impoundment	Volume		
v. Dimensions of	the proposed dam	or impounding str	volume:	million gallons; surfact	e area:acre
vi. Construction m	ethod/materials fo	r the proposed da	m or impounding str	_ height; length ucture (e.g., earth fill, rock, wo	·——
				deture (e.g., earth fill, fock, wo	ood, concrete):
22 2 1 10					
D.2. Project Oper				ring construction, operations,	
If Yes: i. What is the purp ii. How much mater Volume (sp	ose of the excavati ial (including rock pecify tons or cubic	on or dredging?	eta) ia mana 14	or foundations where all excave be removed from the site?	ateq
Over what Describe pature.	duration of time?				
ii. Describe nature a	and characteristics	of materials to be	excavated or dredge	ed, and plans to use, manage or	disnose of them
					————
iv. Will there be on	site dewatering or	processing of exce	avated materials?		
If yes, describe.					☐Yes ☐No
What is the total					
v. What is the total . i. What is the maying.	area to be dredged	or excavated?		acres	
i. What would be the	mum area to be wo	rked at any one ti	me?		
iii. Will the excavat	ion require blasting	or excavation or a	areaging?	feet	
. Summarize site re	clamation goals an	d nlan			Yes No
					
Would the propose	d action cause or re	sult in alteration	of increase or doors	ase in size of, or encroachment	
	etland, waterbody	shoreline, beach	or, increase or decre	ase in size of, or encroachment	✓ Yes No
1 00,					
description	nd or waterbody wi	hich would be affe	ected (by name, wat	er index number, wetland map	number or so
description): ACO	Federal Wetland				number or geographic

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of st alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet Minor wetland disturbance likely with slight expansion of existing farm road width for access to project. Overall extent to be less than 0.1 acres.	t or acres:
iii. Will the proposed action cause or result in disturbance to bottom sediments? If Yes, describe:	□Yes ✓No
iv. Will the 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? If Yes:	☐Yes ☐No
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? If, Yes:	☐ Yes☐No
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), what is the maximum pumping capacity: gallons	
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 composition approximate volumes or proportions of each):	ments and
approximate volumes of 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 the project site in the existing district: Is expansion of the district needed?	☐Yes ☐No
to the district needed.	

Do existing sewer lines serve the project site?	
• Will a line extension within an existing district be necessary to serve the project?	☐Yes☐No
11 103,	□Yes□No
Describe extensions or capacity expansions proposed to serve this project:	
in Will a new most and a	
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? If Yes:	□Yes☑No
Applicant/sponsor for new district:	
Date application submitted or anticipated:	
What is the receiving water for the wastewater discharge? Use The public feedlistics will not be wastewater discharge?	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including receiving water (name and classification if surface discharge or describe subspace of the project, including	specifying proposed
receiving water (name and classification if surface discharge or describe subsurface disposal plans): No wastewater facilities required for proposed use.	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste:	
No wastewater to be generated.	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point	
	✓ Yes ☐ No
source (i.e. sheet flow) during construction or post construction? If Yes:	
 i. How much impervious surface will the project create in relation to total size of project parcel? Square feet or 0.97 acres (impervious surface) 	
Square feet or 159.5, acres (narcel size)	
ii. Describe types of new point sources gravel access road.	
iii Where will the stormweter	
iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacer groundwater, on-site surface water or off-site surface waters)?	it properties.
onsite stormwater management	,
Y0.	
If to surface waters, identify receiving water bodies or wetlands:	
Will stormwater runoff flow to adjacent properties?	
10. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and	☐Yes No
2. Sood the proposed deduct incline of will it like on site one or many	
The state of the s	□Yes ZNo
ii ies, 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)	
Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit,	☐Yes ✓No
or Federal Clean Air Act Title IV or Title V Permit? f Yes:	T T C2 N 140
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
In addition to emissions as calculated in the application, the project will generate:	
Tons/year (short tons) of Carbon Dioxide (CO ₂)	
Tons/year (short tons) of Nitrous Oxide (N ₂ O)	
Tons/year (short tons) of Perfluorocarbons (PFCs)	
Tons/year (short tons) of Sulfur Hexafluoride (SE.)	
Tongham (-1	
Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (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)? If Yes: i. Estimate methane generation in tons/year (metric): 	∐Yes⊮No				
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to go electricity, flaring): 	enerate heat or				
 i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): 	∐Yes l∕ INo				
 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? If Yes: i. When is the peak traffic expected (Check all that apply):	Yes ☑ No				
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: vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes__No viii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric Yes__No or other alternative fueled vehicles? viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing Yes__No pedestrian or bicycle routes?					
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? 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				
1. Hours of operation. Answer all items which apply. ii. During Construction: • Monday - Friday: 7 am to 5 pm • Monday - Friday: daylight solar general daylight s	ution ution				

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?	✓ Yes □No
If yes:	E TOPETTO
i. Provide details including sources time as 1	
Typical of site construction equipment during construction time from a feather time from a feather time from the construction and the construction time from a feather time from the construction time from the co	
Typical of site construction equipment during construction time frame (earth moving equipment and pile driving equipment for solar posts).	panel posts and fend
ii. Will the proposed action remove existing natural harriers that and I	
Describe:	☐ Yes ☑ No
n. Will the proposed action have outdoor lighting?	
If yes:	☐Yes ✓ No
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?	
Describe:	□Yes□No
o. Does the proposed action have the potential to produce odors for more than one hour per day? If Yes, describe possible sources, potential for	[3xz [2xz
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:	☐ Yes ☑ No
o. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons)	
	☐ Yes ☑ No
	
i. Product(s) to be stored	
ii. Volume(s) per unit time (e.g., month, year)	
ii. Generally, describe the proposed storage facilities:	
. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides,	
) B or obcitibili	☐ Yes ☑ No
Yes:	
i. Describe proposed treatment(s):	
win a	
ii. Will the proposed action use Integrated Pest Management Practices?	
with the proposed action (commercial or industrial projects only) involves	☐ Yes ☐No
of solid waste (excluding hazardous materials)? Yes:	☐ Yes ☑No
Describe any solid waste(s) to be generated during construction or operation of the facility:	
tons per (unit of time)	
Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: Construction:	
Operation:	
Proposed disposal methods/facilities for solid waste generated on-site:	
• Construction:	_
• Operation:	

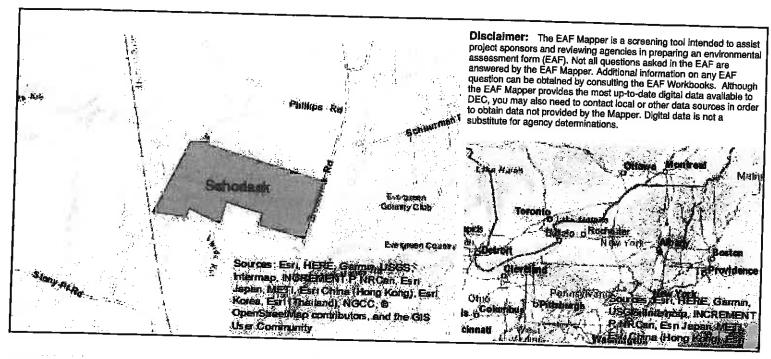
s. Does the proposed action include construction or modification of a solid waste management facility?							
If Yes:							
i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or							
other disposal activities): ii. Anticipated rate of disposal/processing:							
Anticipated rate of disposal/processing: Tons/month, if transfer or other non-combustion/thermal treatment, or							
• Tons/month, it transfer or other non-combustion/thermal treatment, or • Tons/hour, if combustion or thermal treatment							
iii. If landfill, anticipated site life:							
t. Will the proposed action at the site involve the comme		orage or disposal of hazard	lone TVes VNo				
waste?	iciai generation, treatment, se	orage, or disposar or nazare	10tts [
If Yes:							
i. Name(s) of all hazardous wastes or constituents to be	e generated, handled or mana	ged at facility:					
0.01 11 1 11 11 11 11 11 11 11 11 11 11 11	1 . 1						
ii. Generally describe processes or activities involving	nazardous wastes or constitue	nts:					
							
iii. Specify amount to be handled or generatedt	ons/month						
iv. Describe any proposals for on-site minimization, rec	cycling or reuse of hazardous	constituents:					
VV 7*44 1 9 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	CC '- 1 1	t'0					
v. Will any hazardous wastes be disposed at an existing If Yes: provide name and location of facility:	g offsite nazardous waste faci		□Yes□No				
If 1 es. provide name and rocation of facility.							
If No: describe proposed management of any hazardous	wastes which will not be sent	to a hazardous waste facili	ty:				
			<u> </u>				
70 W 10 W 17 14 W		·					
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:						
General residential setting with some agricultural uses and forest.							
b. Land uses and covertypes on the project site.			ł .				
Land use or	Current	Acreage After	Change				
Covertype	Acreage	Project Completion	(Acres +/-)				
Roads, buildings, and other paved or impervious	0.2	1.17	+0.97				
surfaces	·						
Forested	46.1	44.5	-1.6				
Meadows, grasslands or brushlands (non-	112.2	112.83	0.63				
agricultural, including abandoned agricultural)							
Agricultural Graduate and field arrows are all arrows are	0.0	0.0	0.0				
(includes active orchards, field, greenhouse etc.)			<u> </u>				
Surface water features (labor way do strooms givens etc.)	0.5	0.5	0.0				
(lakes, ponds, streams, rivers, etc.)							
Wetlands (freshwater or tidal) Unknown / pending Unknown / pending Unknown / pending							
Non-vegetated (bare rock, earth or fill)	0.0	0.0	0.0				
• Other							
Describe:							

	re project site presently used by members of the community for public recreation? Yes: explain:	□Yes☑N
d. Are	there any facilities serving children, the elderly, people with dischilling (
-) 8b morney) within 1200 teel of the hither site.	☐Yes ✓ N
u res,		
1. 10c	entify Facilities:	
Does f Yes:	s the project site contain an existing dam?	☐ Yes 🗸 No
	nensions of the dam and impoundment:	<u> </u>
Dill	Dam height:	
•	Dam length:	
	Surface area:	
•	Volume immediate	
_	n's existing hazard classification: gallons OR acre-feet	
iii. Pro	n's existing hazard classification: vide date and summarize results of last inspection:	
	The Care and Schmidtze Issails of fast mapecuon.	
TToe th		
or doe	ne project site ever been used as a municipal, commercial or industrial solid waste management facility,	☐Yes ✓ No
Yes:	es the project site adjoin property which is now, or was at one time, used as a solid waste management facility,	lity?
	the facility been formally closed?	_
	If yes, cite sources/documentation:	☐Yes☐ N
nesc	ribe the location of the project site relative to the boundaries of the solid waste management facility:	
	ribe any development constraints due to the prior solid waste activities:	
Have h	nazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin	☐ Yes ✓ No
propert Yes:	ty which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?	T 7 C9 7 140
× 004		
TACPOTY	ibe waste(s) handled and waste management activities, including approximate time when activities occurre	d:
Potenti	ial contamination history. Has there been a reported spill at the proposed project site, or have any	☐Yes ✓ No
enear	al actions been conducted at or adjacent to the proposed site?	
	nortion of the site listed on the NVCDEC Spills Insidents detailed an English and St.	
Remed	portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site diation database? Check all that apply:	□Yes□No
☐ Yes		
Yes		
] Nei	ther database Provide DEC ID number(s):	
	as been subject of RCRA corrective activities, describe control measures:	
f site h		
Is the p	project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? vide DEC ID number(s): to (i), (ii) or (iii) above, describe current status of site(s):	□Yes ✓ No

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): 	
95 91 11 1	
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? >5 feet	
b. Are there bedrock outcroppings on the project site?	□Yes☑No
	%
c. Predominant soil type(s) present on project site: silty glacial till	100 %
sity gladial till	
	~~~~~%
d. What is the average depth to the water table on the project site? Average: 0 - 10 est feet	
e. Drainage status of project site soils: Well Drained: % of site	
Moderately Well Drained: 65% of site	
Poorly Drained 35 % of site	
	% of site
	% of site
	% of site
g. Are there any unique geologic features on the project site?	☐Yes ✓ No
If Yes, describe:	
<del>, ' '' '' '' '' '' '' '' '' '' '' '' '' </del>	<del></del>
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams,	rivers, ☑Yes□No
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, ponds or lakes)?	<del></del>
<ul><li>i. Does any portion of the project site contain wetlands or other waterbodies (including streams, ponds or lakes)?</li><li>ii. Do any wetlands or other waterbodies adjoin the project site?</li></ul>	rivers,
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m. Identify the predominant wildlife species that occupy or use the project site:	
	squirrels
n Does the project city contains 1	
n. Does the project site contain a designated significant natural community?  If Yes:	☐Yes ✓No
i. Describe the habitat/community (composition, function, and basis for designation):	
ii. Source(s) of description or evaluation:	
7/140144.	
• Currently:	
Following completion of project as proposed:	
• Gain or loss (indicate + or -):	
o. Does project site contain any species of plant or animal that is listed by the federal government of threatened or does it contain any species of plant or animal that is listed by the federal government of the federal gover	<del></del>
endangered or threatened, or does it contain any areas identified as habitat for an endangered	ment or NYS as
If Yes:	or threatened species?
i. Species and listing (endangered or threatened):	
2. Species and fishing (endangered or threatened):	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or special concern?	r oc a gracia - C
special concern?	r as a species of Yes No
If Yes:	
i. Species and listing:	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fish	ing?
If yes, give a brief description of how the proposed action may affect that use:	ing? ☐Yes ✓No
F. 3 Decignated Dublic December C. N.	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified properties and Markets I any Article 25 AA Service 2021	ursuant to Yes No
Agriculture and Markets Law, Article 25-AA, Section 303 and 304?  If Yes, provide county plus district name/number: RENS006	E 105 140
o. Are agricultural lands consisting of highly productive soils present?	
i. If i es. acreage(s) on project site?	□Yes ✓No
ii. Source(s) of soil rating(s):	
Does the project site contain all or part of, or is it substantially contiguous to, a registered Natural Landmark?	
- tweeter Danishiank:	ational ☐Yes ✓No
f Yes:	
i. Nature of the natural landmark: Biological Community Geological Fea	itiro
ii. Provide brief description of landmark, including values behind designation and approximate	e size/evtent:
	- OZEO, CAUGIL
Is the project site located in or does it adjoin a state listed Critical Environmental Area?	
Yes:	☐Yes ✓ No
i. CEA name:	
ii. Basis for designation:	
iii. Designating agency and date:	

e. Does the project site contain, or is it substantially contiguous to, a be which is listed on the National or State Register of Historic Places, of Office of Parks, Recreation and Historic Preservation to be eligible if If Yes:	or that has been determined by the Commission	Yes No oner of the NYS aces?
<ul><li>i. Nature of historic/archaeological resource:  Archaeological Site</li><li>ii. Name:</li></ul>	☐ Historic Building or District	
iii. 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 ar archaeological sites on the NY State Historic Preservation Office (Sl	ea designated as sensitive for HPO) archaeological site inventory?	<b>✓</b> Yes <b>N</b> o
g. Have additional archaeological or historic site(s) or resources been in If Yes:  i. Describe possible resource(s):  ii. Basis for identification:		∐Yes <b>∕</b> No
h. Is the project site within fives miles of any officially designated and scenic or aesthetic resource?  If Yes:	publicly accessible federal, state, or local	☐Yes ✓No
ii. Nature of, or basis for, designation (e.g., established highway overletc.):		scenic byway,
iii. Distance between project and resource:n	niles.	
<ul> <li>i. Is the project site located within a designated river corridor under the Program 6 NYCRR 666?</li> <li>If Yes: <ul> <li>i. Identify the name of the river and its designation:</li> </ul> </li> </ul>	e Wild, Scenic and Recreational Rivers	☐ Yes ✓ No
ii. Is the activity consistent with development restrictions contained in	6NYCRR Part 666?	∐Yes∏No
F. Additional Information Attach any additional information which may be needed to clarify you If you have identified any adverse impacts which could be associated measures which you propose to avoid or minimize them.		pacts plus any
G. Verification I certify that the information provided is true to the best of my knowled	dge.	
Applicant/Sponsor Name Giovanni Maruca	Date February 19, 2019	
Signature Lam Manua	Title Chief Development Officer	
g 10 - 22 ₁₀ - 21		



B.i.i [Coastal or Waterfront Area]

B.i.ii [Local Waterfront Revitalization Area]

C.2.b. [Special Planning District]

E.1.h [DEC Spills or Remediation Site -Potential Contamination History]

E.1.h.i [DEC Spills or Remediation Site -Listed]

E.1.h.i [DEC Spills or Remediation Site -Environmental Site Remediation Database]

E.1.h.iii [Within 2,000' of DEC Remediation Site

E.2.g [Unique Geologic Features]

E.2.h.i [Surface Water Features]

E.2.h.ii [Surface Water Features]

E.2.h.iii [Surface Water Features]

E.2.h.iv [Surface Water Features - Stream

Name]

E.2.h.iv [Surface Water Features - Stream Classification1

E.2.h.iv [Surface Water Features - Wetlands Federal Waters Name)

E.2.h.v [Impaired Water Bodies]

E.2.i. [Floodway]

E.2.j. [100 Year Floodplain]

No

Yes

Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

Digital mapping data are not available or are incomplete. Refer to EAF Workbook

Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

Nο

Nο

Yes

Yes

C

No

Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.

863-628, 863-629

Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

Digital mapping data are not available or are incomplete. Refer to EAF

Workbook.

ב.ב.ה. נְסְטְטְיִ רְפְּמֵוֹ וְיִינְסְטְיִי רְפְּמִוֹ וְיִינְסְטְיִי רְפְּמִוֹ וְיִינְיִים וְיִינְיִים וְיִינְיִים וְיִינִים ווּמְּשְׁרְווּץ עמום מוּפּ וויט מים וויט וויףופּוּפּ. הפופו ניי בהו

-Workbook.

È.2.I. [Aquifers] Yes

E.2.I. [Aquifer Names] Principal Aquifer

E.2.n. [Natural Communities] No

E.2.o. [Endangered or Threatened Species] No

E.2.p. [Rare Plants or Animals] No

E.3.a. [Agricultural District] Yes

Ziolai [rigilization = littling

E.3.a. [Agricultural District] RENS006

E.3.c. [National Natural Landmark] No

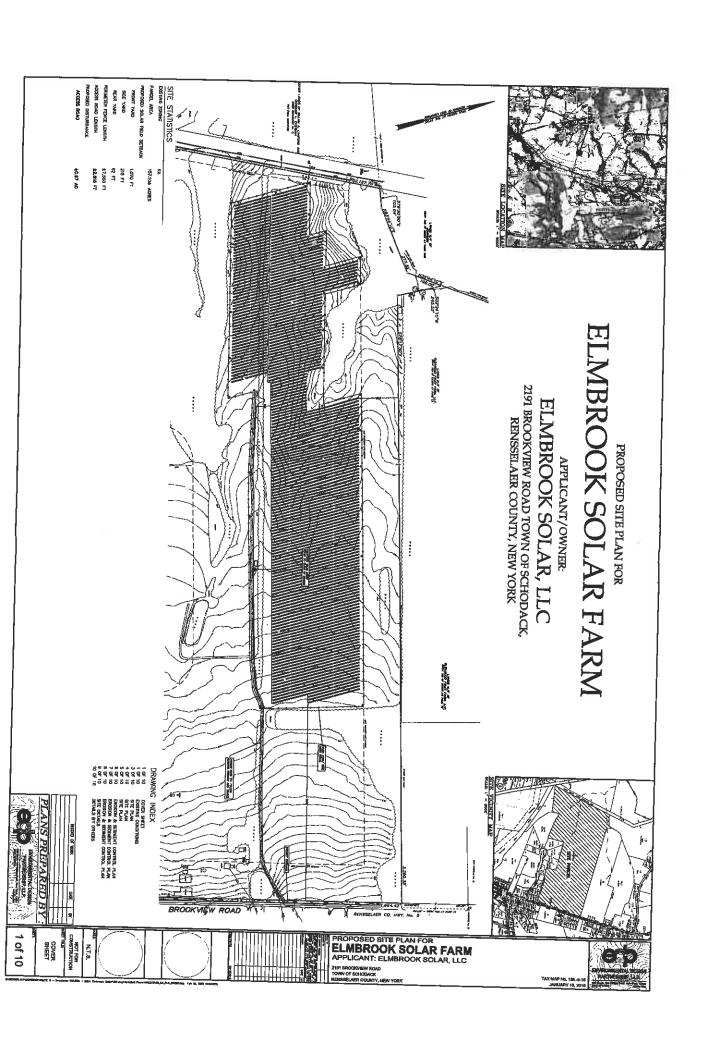
E.3.d [Critical Environmental Area] No

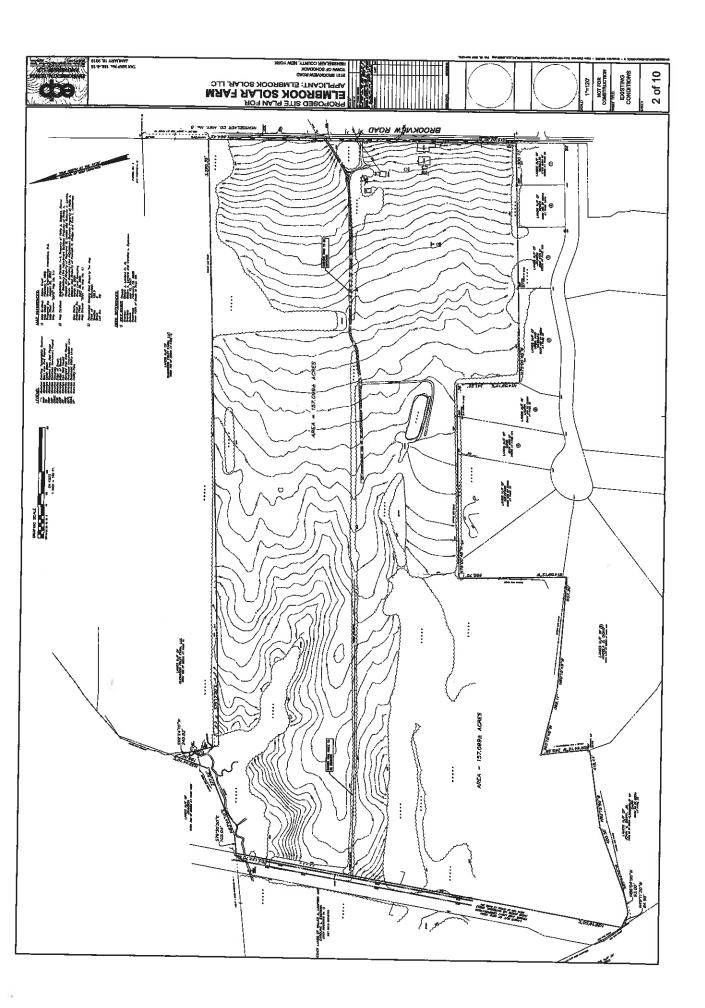
E.3.e. [National Register of Historic Places] Digital mapping data are not available or are incomplete. Refer to EAF

Workbook.

E.3.f. [Archeological Sites] Yes

E.3.i. [Designated River Corridor] No





		27		

