



**PROPERTY OWNER'S LICENSE TO USE PREMISES  
FOR DRIVER LICENSE SKILLS TESTING**

Property Owner (LICENSOR): Town of Schodack	Contact Person's Name (print): David Harris Title: Supervisor, Town of Schodack	Tele: (518) 477-7918, Email: David.Harris@schodack.org
LICENSOR's Address: 265 Schuurman Road	City/Town: Castleton	State/ZIP: NY, 12033
PREMISES where testing is to be conducted (Name): Site of Old Schodack Town Hall	PREMISES Address (if no formal address, describe location with name of closest street): 1777 Columbia Turnpike NE corner of Rts 150 & 9&20	Portion of property to be used (e.g., parking lot): Vacant lot
Days when testing is permitted: Monday, Tuesday, Wednesday, Thursday, Friday and occasional Saturday's	Times when testing is permitted: 8:30 am – 4:30 pm Approximately 6 tests per day	Effective Date of this LICENSE (mm/dd/yyyy): 04/01/2018

LICENSOR hereby grants the New York State Department of Motor Vehicles (LICENSEE) permission to use the above-described PREMISES for the purpose of conducting **Driver License Skills Testing** on the days and times indicated above, subject to the following terms and conditions.

**TERMS & CONDITIONS:**

1. NO FEE will charged to LICENSEE for the use of the PREMISES.
2. At least 45 days' notice is required in the event either party requires a change of any scheduled day of testing, except any change required due to inclement weather or other unexpected event. LICENSOR will take reasonable steps to make the PREMISES available to LICENSEE on an alternate day that is satisfactory to LICENSEE.
3. LICENSOR will keep the PREMISES available for use on the specified days and times, including providing reasonable maintenance services such as snow removal and clearing obstructions.
4. Upon completion of each day of testing, LICENSEE will remove testing materials including cones and barriers installed by LICENSEE. Painted markings on pavement made by LICENSEE, such as dots or boxes, will be promptly removed upon termination of this LICENSE.
5. LICENSEE will only use the PREMISES for permitted testing use, by Motor Vehicle License Examiners (MVLEs) and other required individuals.

6. LICENSEE shall hold LICENSOR harmless and indemnify it, subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of LICENSEE or of its officers or employees when acting within the course and scope of their employment.
  
7. In lieu of maintaining a policy of general liability insurance covering LICENSEE's use of the PREMISES, LICENSEE may self-retain as to such risks. With respect to self-retention, LICENSEE represents that it has full resources of the State's taxing power to respond to any claims for liabilities which may arise during the term of this LICENSE, provided however that LICENSEE's obligations with respect to any such claims are subject to the availability of lawful appropriations thereof as required by Section 41 of the State Finance Law. Provisions concerning LICENSEE's responsibility for any claims for liability as may arise during the term of this LICENSE are set forth in the New York State Court of Claims Act, and any damages arising from such liability shall issue from the New York State Court of Claims Fund or any applicable, annual appropriation of the Legislature of the State of New York.
  
8. LICENSOR reserves the right to terminate this License upon reasonable advance notice to LICENSEE, in no event to be less than 60 days' advance notice.
  
9. LICENSOR and LICENSEE shall attempt to amicably settle any dispute arising from LICENSEE's use of the PREMISES. However, in the event that any dispute is not amicably resolved, all controversies concerning this LICENSE must be resolved by a court of competent jurisdiction in New York State.

**In Presence Of:**

<p>_____</p> <p><b>(LICENSOR)</b></p> <p>By,</p> <p><i>(Sign Here)</i> _____</p> <p><i>(Print Name)</i> _____</p> <p><i>(Title)</i> _____</p> <p>Date(mm/dd/yyyy): ____ / ____ / ____</p>	<p><b>NYS DEPARTMENT OF MOTOR VEHICLES (LICENSEE)</b></p> <p>By,</p> <p><i>(Sign Here)</i> _____</p> <p><i>(Print Name)</i> _____</p> <p><i>(Title)</i> _____</p> <p>Date(mm/dd/yyyy): ____ / ____ / ____</p>
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## Office of General Services

**TO:** Whom it may Concern

**FROM:** Leighann Y. Brown  
Insurance Services Manager

**SUBJECT:** *Statement of Self Retention*

The General Liability exposures of the State of New York as well as those of the State Agencies are self retained. Suits for bodily injury and property damage are brought in the NY State Court of Claims, which is supported by a multi-million dollar annual appropriation.

Employees are protected against suits under Public Officers Law Section 17 for actions or alleged actions that occur while they are acting within the scope of their employment.

The OGS Bureau of Risk and Insurance Management office administers the program on behalf of the State of New York. Inquiries should be directed to:

**Office of General Services | Bureau of Risk and Insurance Management**  
W. Averell Harriman State Office Building Campus  
Building 18  
Albany, New York 12226  
(518) 474-4725

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.

Staff attending educational program:

Kenneth J. Holmes  
Brian Brahm

Name of Seminar/Conf./Course:

NYRWA 39th Technical Training Workshop

Location (Venue, City):

Turning Stone Resort Verona, NY

Dates of Seminar:

May 21-May 23, 2018

Cost of Seminar (Registration Fees):

\$600.00

Travel Costs:

Mileage -

# of Miles	Rate as of 1/1/16	Estimated Amount
	\$ 0.540	\$

Please include a copy of mapquest to estimate total mileage - this will be used as a guideline when your actual mileage is submitted for reimbursement.

Train/Bus/Plane

Town Vehicle

X  Y  N

Lodging:

Name of Hotel/Motel

Turning Stone Resort

# of Rooms

1

# of Nights

2

Cost per night

149

Total Lodging Cost

\$ 298.00

Meals:

Included in seminar cost Training only

X  Y  X  N

Monday. Breakfast/Lunch Tues./Wed. No

Dinners

Estimated cost if you answered no above

\$210.00

Total estimated cost to attend:

1,108.00

Estimated cost per staff member\*

\$504.00

(total cost divided by # of ppl attending)

Is the total cost budgeted?

X  Y  X  N

TB Resolution needed?\*

X  Y  X  N

If Yes, please document resolution #

#2018-\_\_\_\_\_

Department Head Approval

Supervisor Approval

\* 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 reimbursement.

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

# New York Rural Water Association's

39<sup>th</sup> Annual Technical Training Workshop & Exhibition 2018

Monday, May 21, 2018 through Wednesday, May 23, 2018  
at the Turning Stone Resort in Verona, New York



Congratulations to Pat Scalera for over 37 years  
of service to the Association...

For room accommodations, please contact the Turning Stone Resort directly at 1-800-771-7711. To insure the group rate of \$149 per night, please indicate you are with the NYRWA event and make your reservation before April 20, 2018. *If you have any questions on the registration process or completing the enclosed form, please contact us at (888) 697-8725.*

Is this your first time attending New York Rural Water Association's Annual Training Workshop? Make sure to check the box on the following registration page to be entered into a drawing for a free registration to the 40<sup>th</sup> Annual Technical Training Workshop & Exhibition in Verona next May!  
Only Full Conference Registrants are eligible for the drawing.

Providing members with the expertise and training to meet present and future challenges and representing their interest at the local, state and federal levels.

**New York Rural Water Association's 39<sup>th</sup> Annual Technical Training Workshop**  
at the Turning Stone Resort in Verona, New York

**REGISTRATION FORM for the NYRWA 39<sup>th</sup> Annual Training Workshop**

Please note: Associate Members are not permitted entry into the Exhibit Hall unless 1.) registered as an attendant with an Exhibit Booth or 2.) registered as a paid conference attendee. NYRWA reserves the right to refuse entry to non-registered individuals.

Deadline for registration is May 2, 2018. Cancellation Policy: No refunds will be made after 5/2/18.

**Personal Information** (PLEASE USE ONE FORM PER ATTENDEE) ALL INFORMATION REQUIRED

Name Brian Brahm System/Company Name Town of Schodack  
 Telephone (518) 766-4000 County Rens. E-mail \_\_\_\_\_  
 Address 3776 US Route City Nassau State NY Zip 12123  
 Emergency Contact (Name) [REDACTED] Phone [REDACTED]  
 DOH Cert. No. NY [REDACTED] 12 DEC Cert. No. \_\_\_\_\_

**Billing Information** Same as Above   
 System/Company Name \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
 Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

If you are a first time attendee, please check here  for a chance to win a free registration for next year's conference.

	Full Registration - includes training <u>only</u> on Monday, training with breakfast and lunch Tuesday and Wednesday.			
	One Day Registration - includes training <u>only</u> on Monday, breakfast and lunch are included Tuesday and Wednesday.			
	<b>Full Registration</b> <input checked="" type="checkbox"/>	<b>Monday Only</b>	<b>Tuesday Only</b>	<b>Wednesday Only</b>
Members	\$ 300.00	\$ 60.00	\$ 120.00	\$ 120.00
Non-Members	335.00	75.00	130.00	130.00
Walk-ins	375.00	75.00	150.00	150.00

DINNER - Monday \_\_\_ (# of tickets) Tuesday \_\_\_ (# of tickets) Wednesday \_\_\_ (# of tickets)

Dinner tickets for Monday, Tuesday and Wednesday will be sold separately. The tickets are \$30.00 each and can be used at participating restaurants within the resort. Please include your request above - tickets need to be purchased in advance. Additional breakfast and lunch tickets are also available. Please call our office at (888) 697-8725 for more information.

**PLEASE MAKE SURE THAT YOU HAVE CIRCLED FEES BEING PAID SO THAT YOUR REGISTRATION AND PAYMENT WILL BE APPLIED PROPERLY.**

I have enclosed a check/payment in the amount of \$ \_\_\_\_\_00 made payable to New York Rural Water Assoc.  
**Please mail this form only (with payment) to: NYRWA - PO Box 487 - Claverack, NY 12513**  
 fax to: (518) 828-0582 - Or for payment by Credit Card, complete the information below.

Card Holders Name: \_\_\_\_\_ Credit Card (circle one) MC - Visa - AmEx  
 Card Holders Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Credit Card #: \_\_\_\_\_ CVV Code: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Amount \$ \_\_\_\_\_ Email: \_\_\_\_\_

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**REGISTRATION FORM for the NYRWA 39<sup>th</sup> Annual Training Workshop**

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**Personal Information (PLEASE USE ONE FORM PER ATTENDEE) ALL INFORMATION REQUIRED**

Name Kenneth Holmes System/Company Name Town of Schodack  
 Telephone (518) 766-4000 County Rens. E-mail Ken.Holmes@schodack.org  
 Address 3776 US Route City Nassau State NY Zip 12123  
 Emergency Contact (Name) [REDACTED] Phone [REDACTED]  
 DOH Cert. No. NY [REDACTED] 51 DEC Cert. No. \_\_\_\_\_

**Billing Information**

Same as Above

System/Company Name \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
 Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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	One Day Registration - includes training only on Monday, breakfast and lunch are included Tuesday and Wednesday.			
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Card Holders Name: _____	Credit Card (circle one) - MC - Visa - AmEx
Card Holders Address: _____	City: _____ State: _____ Zip: _____
Credit Card #: _____	CVV Code _____ Expiration Date _____ Signature _____
Amount \$ _____	Email: _____

# AGENDA

One (1) hour credit will be issued per one (1) hour of instruction - All Hours Are Anticipated At This Time.

W - Water      WW - Wastewater      D - Water & Wastewater Credit      RMC - Clerk Credit

## MONDAY – May 21<sup>st</sup>

- 9:00 am Pat Scalera Scholarship Fund Golf Outing      Co-Sponsored by: Master Meter & Koester Associates
- 12:00 – 5:00 pm EXHIBIT SET UP (Registration at 2:00)      12:00 - 5:00 pm ATTENDEE Registration
- 1:00 – 3:00 pm Simplifying Remote Control Monitoring/Disinfectant Measurement (2 hour) ID  
Jason Opferbeck, Opferbeck Consulting Inc. and Ron Wakefield, Cyclops Process Equipment
- 3:15 – 4:15 pm Effective Communication To Your Customers      2D/RMC      Ross Gonzales, TechRadium, Inc./IRIS
- 4:30 – 5:30 pm When Robert's Rules of Order Become Disorderly      3D/RMC      Don VanVeldhuizen, USA BlueBook
- 5:30 – 6:30 pm Happy Hour (in the Exhibit Hall)

## TUESDAY – May 22<sup>nd</sup>

- 6:30 – 8:00 am Breakfast Buffet (in Exhibit Hall)      6:30 am Exhibit Hall Opens
- 8:00 – 9:00 am OPENING CEREMONIES Followed by the Annual Business Meeting  
An invitation to speak at the Opening Ceremony has been extended to Congresswoman Claudia Tenney and Congressman Chris Collins
- 9:15 – 10:15 am Data Breach Exposures for W/WW Systems      4D/RMC      Janet Smith, Bailey Special Risks  
New Package Plant Adsorption Clarifier Media Mix      5D      Richard Ross, WesTech Engineering  
Inexpensive Elimination of Collection System Odors/FOG      6WW      Kent Troup, Troup Env. Alternatives
- 10:30 – 11:30 am DOH -Regulatory Update      7W/RMC      NYS DOH  
Enhanced Water/Wastewater Treatment by Dynamic Mixing      8D      Michelle McCadden, Medora Corp.
- 11:00 am EXHIBIT HALL OPEN
- 11:30 – 1:15 pm Annual Award Banquet Luncheon
- 1:30 – 2:30 pm Becoming Invincible to Lawsuits      9D      Larry Oxenham, American Society for Asset Protection  
Reporting Sewage Discharges      10WW/RMC      Holly Shear, NYS DEC
- 2:30 – 3:30 pm Exhibit Hall Open (coffee break)
- 3:30 – 4:30 pm USDA, Rural Development Financing and Technical Updates      11D/RMC  
Brenda Smith, John Helgren and Marcy Newman with Rural Development  
Municipal Composting      12WW      Brian Romeiser, MRB Group Engineering  
Dig Safely New York: 811 Before You Dig      13D      Emily Mandresh, Dig Safely New York
- 4:45 – 6:15 pm Carnival Nite (in the Exhibit Hall)

## WEDNESDAY – May 23<sup>rd</sup>

- 6:30 – 8:00 am Breakfast Buffet (in the Exhibit Hall)      6:30 am Exhibit Hall Opens
- 8:00 – 9:30 am The Buried Truth Uncovered      14D      Eric Giguere, Safety Awareness Solutions
- 9:30 – 10:15 am Exhibit Hall opens (coffee break)
- 10:15 – 11:15 am Emerging Groundwater Supply Concerns      15W      Frank Getchell, WSP USA Inc.  
Issues Affecting the Wastewater Community      16WW      Steven Grimm, NYRWA  
Improving Safety Culture Through Risk Management      17D      Scott McKenna, Catamount Consulting LLC
- 11:00 am Exhibit Hall Open



- 11:30 – 12:30 pm **Coaching a Community Through a Rate Increase** 18W/RMC Don VanVeldhuizen, USA BlueBook  
**Application of Fixed Bed Biofilm Reactor for WW Treatment** 19WW David Barrasse, Brentwood Ind.  
**DEC Reg. Updates – Disinfection / Asset Management** 20WW  
Carol Lamb-LaFay and Carrie Smith, NYSDEC
- 12:30 – 1:45 pm Lunch (in the Exhibit Hall) followed by cash drawings Vendor breakdown after 1:45 pm
- 2:00 – 3:00 pm **Simplifying GIS** 21D Jason Opferbeck, Opferbeck Consulting Inc.  
**Turning Your Dewatered Biosolids into a Nutritious Gift** 22D Mark Koester, Koester Associates
- 3:15 – 4:15 pm **Membrane Filtration Systems for Small Municipal Applications** 23W Libbie Linton, WesTech Eng.  
**Retrofitting Conventional Activated Sludge** 24WW Kevin Crane, Kubota Membrane USA Corp.

# Our Exhibitors...

- |   |   |
|---|---|
| Adaptor Inc.                                      | AES Northeast, PLLC.                            |
| AFTEK, Inc.                                       | Atlantic Underwater Services Inc.               |
| Badger Meter                                      | Barton & Loguidice, D.P.C.                      |
| BCA Architects & Engineers                        | Better Power, Inc                               |
| Blair Supply Corp.                                | Clean Waters, Inc                               |
| Core & Main                                       | CPE, Inc.                                       |
| Cyclops Process Equipment                         | DN Tanks  |
| Dukes Root Control, Inc.                          | DynaTech Control Solutions, Inc.                |
| EarthTec  | Eastcom Associates                              |
| Erdman Anthony                                    | ESC Environmental Inc.                          |
| Everett J. Prescott Inc.                          | F.W. Webb Company- Water Works Division         |
| Ferguson Waterworks                               | Fire Flow Inspectors, Inc.                      |
| Ford Meter Box Company, Inc.                      | G.A. Fleet Associates                           |
| Glenn Davis Valve Solutions, Inc.                 | GP Jager Inc.                                   |
| Guthrie Sales & Service                           | Hanson Van Vleet, LLC                           |
| Hunt Engineering, Architects & Land Surveyors, PC | Kennedy Valve/ M&H Valve Co.                    |
| Koester Associates, Inc.                          | Lamont Engineers                                |
| Lock City Supply, Inc.                            | Maltz Sales Company                             |
| Maryland Biochemical Company, Inc.                | Master Meter, Inc.                              |
| Moody and Associates, Inc.                        | MRB Group Engineering, Architecture & Surveying |
| Mueller Company                                   | N.E. Controls, LLC                              |
| New York Leak Detection                           | NYRWA   |
| Opferbeck Consulting Inc.                         | Pertech   |
| Pioneer Pump Systems Inc.                         | Pittsburg Tank & Tower Maintenance Co.          |
| R. M. Headlee Co., Inc.                           | SAR Sales                                       |
| Seaway Diving & Salvage Co., Inc.                 | Sensus  |
| Shrier - Martin Process Equipment Inc.            | Siewert Equipment Co., Inc.                     |
| Slack Chemical Co.                                | Statewide Aquastore Inc.                        |
| Subsurface Technologies, Inc.                     | Surpass Chemical Company Inc.                   |
| Tecumseth   | The Chazen Companies                            |
| Ti-SALES  | Total Control System Services, Inc.             |
| Total Piping Solutions, Inc.                      | Troup Environmental Alternatives LLC            |
| Utilitronics Corp.                                | Xpress-pay                                      |
| Xylem Inc.  |   |



# **Town of Schodack**

**Town Hall  
265 Schuurman Road  
Castleton, N.Y. 12033**

**PAUL R. HARTER  
COMPTROLLER**

TELEPHONE (518) 477-7919  
FAX (518) 477-6546  
e-mail: [paul.harter@schodack.org](mailto:paul.harter@schodack.org)

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## **AUDIT OF PETTY CASH FUNDS**

**Audit Report**

**March 26, 2018**

**Town Comptroller**

**Paul R. Harter II**

## Preface

The Town of Schodack's Town Board through resolution delegates its annual auditing responsibilities pursuant to section 123 of Town law to the Comptroller. On March 21<sup>st</sup>, 2018, the Town of Schodack Comptroller conducted an unannounced audit of all petty cash funds.

## Background

Prior to 2005, the Town of Schodack established petty cash funds totaling \$900.00. Each department was advanced cash to pay for small business related expenses where a formal requisition/purchase order is impractical. As the need arises, a department employee requests an advance from the custodian or spends his/her own money on a business related item or service. The receipt is submitted to the custodian for reimbursement. Periodically the custodian prepares a voucher to replenish the fund. The custodian submits the receipts to The Comptroller's office attached to the voucher. The Comptroller reviews the receipts, and approves payment to replenish the Petty Cash Fund. A check is issued to the custodian and all receipts are expensed to the appropriate accounts. The custodian cashes the check and returns the cash to the secure location. Through resolutions, that total was increased to \$1,700.00 in 2006, 2010 and 2015.

## Exhibit 1: Town Departments' Petty Cash and Change Funds

<b>Department/Office</b>	<b>Location</b>	<b>Type of Fund</b>	<b>Fund Amount</b>
Town Clerk	Town Hall	Change	\$100.00
Town Justice	Town Hall	Change	\$100.00
Receiver of Taxes	Town Hall	Change	\$1,000.00
Supervisor	Town Hall	Petty Cash	\$125.00
Police	Police Station	Petty Cash	\$250.00
Highway	Highway Garage	Petty Cash	\$125.00
		TOTAL	\$1,700.00

At the start of the audit, reconciling to the general ledger total was impossible as all pre-2005 records have been destroyed based on the Town's record retention schedule. Based upon initial discussions with fund custodians, the total of all Petty Cash Funds equaled \$1,600.00. After further discussion, it was determine that the Supervisors fund total was authorized at \$150.00 then lowered to \$125.00. There is no indication that \$25.00 was returned to the General Fund. Also the Highway department exceeded the authorized total of \$100.00 by \$8.91, hence the assumption, the Department's fund total was authorized at \$125.00.

## Audit Objectives

1. Verify the existence and accuracy of the petty cash funds.
2. Evaluate appropriate use of funds and department need for petty cash.
3. Verify internal control procedures are adequate and adhered to.

## Audit Findings

### 1. Existence and Accuracy

All six Petty Cash Funds were audited. Based on the above fund total assumption, three of the six funds audited had cash and/or receipts totaling the authorized amount. The other three funds were less than the fund total by an immaterial amount. The Table below lists the results of the six audited funds.

Cash	Receipts	Audited Total	Authorized	Over/(Under)	% Variance
\$1,422.49	\$261.88	\$1,684.37	\$1,700.00	(\$15.63)	.92%

### 2. Appropriate Use of Funds and Department Need for Petty Cash

There are no records of the Town of Schodack possessing a written Petty Cash Policy/Guidelines. Using typical guidelines, the receipts contained in the Petty Cash funds meet criteria for appropriate use. For example, purchases must be for the immediate operation of your department and must be deemed necessary, prudent and reasonable.

### 3. Evidence of Adequate Internal Control

All Petty Cash Funds audited were found to be securely stored.

Internal control of petty cash is enhanced through use of the voucher process to replenish funds. A voucher is approved by Department management and the Comptroller's Office. It is then reviewed and audited by the Comptroller prior to payment.

## Audit Recommendations

### 1. Creation of Petty Cash Police/Guidelines

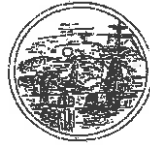
Currently the Town does not have written petty cash policy/guidelines. As soon as possible, a policy should be created and distributed to the custodian in paper form. When creating the policy, it should be noted that:

- a. Signature of the department employee who spends the petty cash must be on the receipt.
- b. A petty cash reconciliation form must accompany all vouchers requesting replenish of fund.

**Audit Workpapers**  
**Audit of Building Department Internal Controls**  
**For the Period January 1, 2017 through March 21, 2018**

<u>Department</u>	<u>Supervisor</u>	<u>Justice Court</u>	<u>Town Clerk</u>	<u>Receiver of Taxes</u>	<u>Police</u>	<u>Highway</u>	<u>Total</u>
Currency	113.00	100.00	100.00	952.00	11.00	90.00	1,366.00
Coins	2.12		2.75	46.50	3.92	1.20	56.49
<b>Total</b>	<b>115.12</b>	<b>100.00</b>	<b>102.75</b>	<b>998.50</b>	<b>14.92</b>	<b>91.20</b>	<b>1,422.49</b>
Receipts	9.88				234.29	17.71	261.88
<b>Total</b>	<b>125.00</b>	<b>100.00</b>	<b>102.75</b>	<b>998.50</b>	<b>249.21</b>	<b>108.91</b>	<b>1,684.37</b>
Fund Bal	125.00	100.00	100.00	1,000.00	250.00	125.00	1,700.00
<b>Difference</b>	<b>-</b>	<b>-</b>	<b>2.75</b>	<b>(1.50)</b>	<b>(0.79)</b>	<b>(16.09)</b>	<b>(15.63)</b>
			(1)	(2)	(3)	(4)	
						Variance	0.92%

- (1) Town clerk's drawer had cash in due to customer payment of \$2.75
- (2) Receiver of Taxes states she mistook three Kennedy half dollars as silver dollars causing \$1.50 difference. Will reimburse drawer \$1.50 from personal funds.
- (3) Chief of Police inherited petty cash fund from outgoing chief. Difference unexplained. Reimbursement will include .79 to make fund whole.
- (4) Highway Department Secretary inherited the petty cash fund in 2009. Balance has always been \$108. Reimbursement will include \$16.09 to make fund whole based on assumption fund was at \$125.



## **Town of Schodack**

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265 Schuurman Road  
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e-mail: [paul.harter@schodack.org](mailto:paul.harter@schodack.org)

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## **AUDIT OF BUILDING DEPARTMENT OPERATIONS**

**Audit Report**

**April 3, 2018**

**Town Comptroller**

**Paul R. Harter II**

## **Preface**

The Town of Schodack's Town Board through resolution delegates its annual auditing responsibilities pursuant to section 123 of Town law to the Comptroller. On March 30<sup>th</sup> through April 3<sup>rd</sup>, 2018, the Town of Schodack Comptroller conducted an unannounced audit of the internal controls over Building Department Operations for the period January 1, 2016 through December 31, 2017.

## **Background**

The Town of Schodack is located in Rensselaer County.

The Town is governed by an elected Board composed of the Town Supervisor and four members. The Board is responsible for the general management of Town finances and overseeing financial activities including those of the Building Department. The Building Department has two Building Inspectors, who have responsibility over Department operations, and a Department Secretary.

## **Audit Objectives**

Determine whether Town officials established adequate internal controls over Building Department operations.

## **Audit Findings**

### **1. Accuracy**

The Department Secretary collects Building Department funds, issues press-numbered receipts for payments received, and then enters receipt amounts into a weekly Excel spreadsheet. The receipts are delivered to the Town Supervisors office where the Supervisor's Assistant prepares a deposit slip then deposits the receipts. The Building Department Secretary prepares a monthly Excel spreadsheet report to the Board.

To determine if collections were properly recorded, three months of financial activity were reviewed. The following discrepancies during the review of cash receipts as compared to the monthly report for May, August and November 2016 were identified:

- a. The cash receipts weekly report showed different receipt totals compared to the monthly Board report. However, due to internal procedures being followed, recording errors were quickly identified and determined the deposit slip and bank receipt showed the correct amount.

These discrepancies occurred because the acting Secretary recorded receipt amounts incorrectly on the weekly or monthly receipt reports.

There were no discrepancies during the review of cash receipts as compared to the monthly report for April, September and October 2017.

## **2. Evidence of Adequate Internal Control**

For the audit, six months of collections (26 deposits totaling \$91,518.25 and 261 cash receipts) were examined to determine if they were recorded in the cash receipts log; deposited intact into the appropriate bank account in a timely manner, included in the Town's general ledger; and remitted from the Building Department to the Supervisor's Assistant in a timely manner. It was found that besides the recording errors of 2016, all receipts were recorded accurately, reported and deposited intact and timely by the Supervisor's Assistant upon receipt.

### **Audit Recommendations**

- 1. Building Inspector before signing off on monthly receipt report, reconcile to weekly reports.**

Department record keeping has improved with the hiring of a permanent Building Department Secretary. However, before the Building Inspector attests to the monthly receipt total, he/she should reconcile the weekly reports to the monthly Board report before approving.



**Audit Workpapers**  
**Audit of Building Department Internal Controls**  
**For the Period January 1, 2016 through December 31, 2017**

**MONTH:** May, 2016    **MONTHLY REVENUE TOTAL :**    \$ 5,526.14    **NUMBER OF ITEMS:** 49  
 Receipt #'s 17645 - 17694

<u>Period</u>	<u>Check Total</u>	<u>Cash Total</u>	<u>Total Deposit</u>	<u>Deposit Date</u>	<u>Deposit Intact</u>
4/26 - 5/6	2,761.00	437.90	3,198.90	5/6	Y
5/9 - 5/13	425.00	288.64	713.64	5/13	Y
5/16 - 5/27	1,243.60	120.00	1,363.60	5/27	Y
Total Monthly Deposit	\$ 4,429.60	\$ 846.54	\$ 5,276.14		
Diff Deposit to Revenue			\$ (250.00)		

On 5/31 department received ck# 26560 for \$250.00 from NB&C T-Mobile. Check was not recorded on monthly report. Receipt #17694 was issued and check was deposited on 5/31/16 and recorded in Town's general ledger.

**MONTH:** Aug, 2016    **MONTHLY REVENUE TOTAL :**    \$ 52,461.00    **NUMBER OF ITEMS:** 62  
 Receipt #'s 17831 - 17885

<u>Period</u>	<u>Check Total</u>	<u>Cash Total</u>	<u>Total Deposit</u>	<u>Deposit Date</u>	<u>Deposit Intact</u>
7/29 - 8/5	10,034.90	110.00	10,144.90	8/5	Y
8/5 - 8/11	3,426.00	25.00	3,451.00	8/11	Y
8/12 - 8/18	11,039.00	25.00	11,064.00	8/18	Y
8/19 - 8/25	950.00	25.00	975.00	8/25	Y
8/25 - 8/30	26,852.00	25.00	26,877.00	8/30	Y
Total Monthly Deposit	\$ 52,301.90	\$ 210.00	\$ 52,511.90		
Diff Deposit to Revenue			\$ 50.90		

Ck # 1547 from Carol Pagoda for \$5,919.90 was recorded in monthly total as \$5,919.00. Geroge Simmons \$50.00, receipt #17872 not recorded in monthly total. Amounts were recorded on deposit slips and deposited and recorded in Town's general ledger.

**Audit Workpapers**  
**Audit of Building Department Internal Controls**  
**For the Period January 1, 2016 through December 31, 2017**

**MONTH:** Nov, 2016    **MONTHLY REVENUE TOTAL :**    \$ 8,151.90    **NUMBER OF ITEMS:** 36  
 Receipt #'s 17976 - 18011

<u>Period</u>	<u>Check Total</u>	<u>Cash Total</u>	<u>Total Deposit</u>	<u>Deposit Date</u>	<u>Deposit Intact</u>
10/31 - 11/3	3,297.00	25.00	3,322.00	11/4	Y
11/8 - 11/10	570.00	-	570.00	11/10	Y
11/10 - 11/18	1,809.40	100.00	1,909.40	11/18	Y
11/21 - 11/23	2,073.00	152.50	2,225.50	11/23	Y
11/23 - 11/29	100.00	-	100.00	11/30	Y
Total Monthly Deposit	\$ 7,849.40	\$ 277.50	\$ 8,126.90		
Diff Deposit to Revenue			\$ (25.00)		

On 11/10 department received ck# 547 for \$25.00 from Phelps Brothers Roofing. Check recorded on monthly report as \$50 but \$25 on weekly report. Receipt #17985 was issued for \$50 check was deposited on 11/18/16 and recorded in Town's general ledger as \$25.00.

**MONTH:** April, 2017    **MONTHLY REVENUE TOTAL :**    \$ 11,957.29    **NUMBER OF ITEMS:** 35  
 Receipt #'s 18069 - 18261

<u>Period</u>	<u>Check Total</u>	<u>Cash Total</u>	<u>Total Deposit</u>	<u>Deposit Date</u>	<u>Deposit Intact</u>
3/31 - 4/6	1,941.60	-	1,941.60	4/7	Y
4/7 - 4/13	1,106.00	25.00	1,131.00	4/14	Y
4/14 - 4/21	6,664.80	198.00	6,862.80	4/21	Y
4/25 - 4/28	2,021.89	-	2,021.89	4/28	Y
Total Monthly Deposit	\$ 11,734.29	\$ 223.00	\$ 11,957.29		
Diff Deposit to Revenue			\$ -		

**Audit Workpapers**  
**Audit of Building Department Internal Controls**  
**For the Period January 1, 2016 through December 31, 2017**

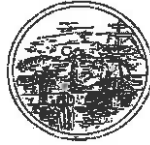
**MONTH:** Sept, 2017    **MONTHLY REVENUE TOTAL :**    \$ 10,029.22    **NUMBER OF ITEMS:** 33  
 Receipt #'s 18452 - 18485

<u>Period</u>	<u>Check Total</u>	<u>Cash Total</u>	<u>Total Deposit</u>	<u>Deposit Date</u>	<u>Deposit Intact</u>
9/7 - 9/8	766.00	-	766.00	9/15	Y
9/11 - 9/13	5,666.50	25.00	5,691.50	9/15	Y
9/14 - 9/21	1,011.50	60.00	1,071.50	9/22	Y
9/25 - 9/29	2,432.72	67.50	2,500.22	9/29	Y
Total Monthly Deposit	\$ 9,876.72	\$ 152.50	\$ 10,029.22		
Diff Deposit to Revenue			\$ -		

**MONTH:** Oct, 2017    **MONTHLY REVENUE TOTAL :**    \$ 3,366.80    **NUMBER OF ITEMS:** 46  
 Receipt #'s 18486 - 18530

<u>Period</u>	<u>Check Total</u>	<u>Cash Total</u>	<u>Total Deposit</u>	<u>Deposit Date</u>	<u>Deposit Intact</u>
10/2 - 10/4	217.00	100.00	317.00	10/11	Y
10/10 - 10/13	1,204.50	350.00	1,554.50	10/13	Y
10/16 - 10/20	822.00	25.00	847.00	10/20	Y
10/20 - 10/27	318.60	179.70	498.30	10/27	Y
10/27 - 10/31	150.00	-	150.00	10/31	Y
Total Monthly Deposit	\$ 2,712.10	\$ 654.70	\$ 3,366.80		
Diff Deposit to Revenue			\$ -		

2018-139



## **Town of Schodack**

**Town Hall  
265 Schuurman Road  
Castleton, N.Y. 12033**

**PAUL R. HARTER  
COMPTROLLER**

TELEPHONE (518) 477-7919  
FAX (518) 477-6546  
e-mail: [paul.harter@schodack.org](mailto:paul.harter@schodack.org)

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## **AUDIT OF TOWN CLERK OPERATIONS**

**Audit Report**

**April 6, 2018**

**Town Comptroller**

**Paul R. Harter II**

## **Preface**

The Town of Schodack's Town Board through resolution delegates its annual auditing responsibilities pursuant to section 123 of Town law to the Comptroller. On April 2<sup>nd</sup> through April 5<sup>th</sup>, 2018, the Town of Schodack Comptroller conducted an unannounced audit of the collection practices of the Town Clerk for the period January 1, 2016 through December 31, 2017.

## **Background**

The Town of Schodack is located in Rensselaer County.

The Town is governed by an elected Board composed of the Town Supervisor and four members. The Board is responsible for the general management of Town finances and overseeing financial activities including those of the Town Clerk. The Town Clerk is an elected position, whose responsibilities include collecting monies from the sale of dog, hunting, fishing and marriage licenses, birth and death certificates, Transfer Station punch cards and fees for certified copies and other miscellaneous items. The Town clerk must record all moneys received into the accounting records and remit them to the appropriate entities, including the Supervisor, the New York State Department of Agriculture and Markets and the New York State Department of Health. The Clerk has a Deputy Clerk who helps with the sales, collections and recording of receipts.

## **Audit Objectives**

Determine whether the Town Clerk properly accounted for fees.

## **Audit Findings**

### **1. How Should the Clerk Properly Account for Fees**

The Clerk is required to issue a duplicate receipt when no other adequate evidence of receipt is available. Duplicate receipts should be press-numbered and indicate payment date, payee name, amount, purpose, form of payment and recipient names. Proper receipts serve as evidence of individual collections and help ensure accounting records are complete and accurate.

The Clerk must properly account for all transactions by accurately recording amounts collected in cash receipt journal and depositing receipts intact (in the same form, cash or check, as when received) within three business days after the total exceeds \$250.

New York State Town Law requires the Clerk to submit monthly reports to the Town Supervisor for all monies received and remit such money on or before the 15<sup>th</sup> of the month following receipt. The Clerk also must report and remit collections to other entities.

The Board is responsible for providing adequate oversight and is required to annually audit the Clerk's records and reports or hire a public accountant for that purpose. In conducting its

## **1. How Should the Clerk Properly Account for Fees (cont.)**

reviews, the Board should determine whether effective procedures are in place to ensure that the Clerk properly accounts for all money collected.

## **2. Evidence of Adequate Internal Control**

For the audit, three months of collections (receipts totaling \$121,602.40) were examined in 2016 (February, May, November) and 2017 (April, July, October) to determine if they were recorded in the cash receipts log; deposited intact into the appropriate bank account in a timely manner, included in the Town's general ledger; and remitted from the Town Clerk to the Supervisor and other entities in a timely manner.

All receipts are entered into the BAS (cash receipt) software program as they are transacted by the Town Clerk or Deputy Clerk. A receipt is issued to the customer. It was found that The Deputy Clerk reconciles the daily cash report to funds collected and prepares the bank deposit slip. The Town Clerk makes the deposit at the bank the next business day.

Monthly receipts are remitted with reports to the Supervisor or other entities by check or ACH by the 15<sup>th</sup> of the following month. Monthly receipt totals are included in the Town's general ledger.

Observations indicate all receipts were recorded accurately, reported and deposited intact and timely.

## **Audit Recommendations**

### **1. Controls regarding reconciliation and deposit duties should be strengthened.**

Currently the Deputy Clerk reconciles receipts and completes deposit slip; the Town Clerk brings the deposit to the bank. It is recommended the Town Clerk compare the deposit receipt to the daily cash receipt report and initial the daily report showing the deposit agrees to the daily cash receipts report.

### **2. Bank statement reconciliation should coincide with statement ending date.**

Currently the Town Clerk reconciles the bank statement to the day she actually performs the reconciliation. It is recommended that the Clerk perform statement reconciliations coinciding with the bank statement end date. Currently, reconciliations indicate all monies have not been remitted per New York State Law.

**Audit Workpapers**  
**Audit of Town Clerk Fees**  
**For the Period January 1, 2016 through December 31, 2017**

**MONTH:** February, 2016    **MONTHLY REVENUE TOTAL :**    \$ 15,528.46  
 Receipt #'s 71995 - 72308

<u>Type</u>	<u>Total</u>	<u>Remit</u> <u>Date</u>	<u>Method</u>	<u>Check</u> <u>Number</u>	<u>Recorded in</u> <u>Town G/L</u>
Town Receipts	15,298.88	03/09/16	check	2340	3/11/2016
NYS Agriculture & Markets	109.00	03/09/16	check	2338	
NYS Encon	75.58	3/17/2016	ACH		
NYS Health Department	45.00	03/09/16	check	2339	
Total Monthly Deposit	<u>\$ 15,528.46</u>				
Difference	\$ -				

**MONTH:** May, 2016    **MONTHLY REVENUE TOTAL :**    \$ 44,605.31  
 Receipt #'s 72990 - 73468

<u>Type</u>	<u>Total</u>	<u>Remittance</u> <u>Date</u>	<u>Method</u>	<u>Check</u> <u>Number</u>	<u>Recorded in</u> <u>Town G/L</u>
Town Receipts	43,568.57	06/08/16	check	2349	6/15/2016
NYS Agriculture & Markets	102.00	06/08/16	check	2347	
NYS Encon	732.24	06/17/16	ACH		
NYS Health Department	202.50	06/08/16	check	2348	
Total Monthly Deposit	<u>\$ 44,605.31</u>				
Difference	\$ -				

**MONTH:** November, 2016    **MONTHLY REVENUE TOTAL :**    \$ 13,440.70  
 Receipt #'s 75363 - 75664

<u>Type</u>	<u>Total</u>	<u>Remit</u> <u>Date</u>	<u>Method</u>	<u>Check</u> <u>Number</u>	<u>Recorded in</u> <u>Town G/L</u>
Town Receipts	11,027.59	12/02/16	check	2370	12/9/2016
NYS Agriculture & Markets	121.00	12/02/16	check	2368	
NYS Encon	2,269.61	12/19/16	ACH		
NYS Health Department	22.50	12/02/16	check	2369	
Total Monthly Deposit	<u>\$ 13,440.70</u>				
Difference	\$ -				

**Audit Workpapers**  
**Audit of Town Clerk Fees**  
**For the Period January 1, 2016 through December 31, 2017**

**MONTH:** April, 2017      **MONTHLY REVENUE TOTAL :** \$ 15,487.23  
 Receipt #'s 76844 - 77181

<u>Type</u>	<u>Total</u>	<u>Remit Date</u>	<u>Method</u>	<u>Check Number</u>	<u>Recorded in Town G/L</u>
Town Receipts	14,384.59	05/03/17	check	2384	5/5/2017
NYS Agriculture & Markets	100.00	05/03/17	check	2382	
NYS Encon	912.64	05/17/17	ACH		
NYS Health Department	90.00	05/03/17	check	2383	
Total Monthly Deposit	<u>\$ 15,487.23</u>				
Difference	\$ -				

**MONTH:** July, 2017      **MONTHLY REVENUE TOTAL :** \$ 17,053.00  
 Receipt #'s 78120 - 78455

<u>Type</u>	<u>Total</u>	<u>Remit Date</u>	<u>Method</u>	<u>Check Number</u>	<u>Recorded in Town G/L</u>
Town Receipts	16,260.26	08/07/17	check	2393	8/11/2017
NYS Agriculture & Markets	84.00	08/07/17	check	2391	
NYS Encon	483.74	08/17/17	ACH		
NYS Health Department	225.00	08/07/17	check	2392	
Total Monthly Deposit	<u>\$ 17,053.00</u>				
Difference	\$ -				

**MONTH:** October, 2017      **MONTHLY REVENUE TOTAL :** \$ 15,487.70  
 Receipt #'s 79178 - 79522

<u>Type</u>	<u>Total</u>	<u>Remit Date</u>	<u>Method</u>	<u>Check Number</u>	<u>Recorded in Town G/L</u>
Town Receipts	13,118.00	11/07/17	check	2406	11/19/2017
NYS Agriculture & Markets	121.00	11/07/17	check	2403	
NYS Encon	2,086.20	11/07/17	ACH		
NYS Health Department	112.50	11/07/17	check	2404	
Amplex Corp (Bird Stamps)	50.00	11/07/17	check	2405	
Total Monthly Deposit	<u>\$ 15,487.70</u>				
Difference	\$ -				



**Audit Workpapers**  
**Audit of Town Clerk Fees**  
**For the Period January 1, 2016 through December 31, 2017**

**2017 BANK RECONCILIATIONS**

	April, 2017	July, 2017	October, 2017
Bank Statement Ending Balance	14,504.23	15,832.00	15,179.20
Outstanding Deposits			
04/27/17      210.00	07/28/17      144.00		
04/28/17      773.00	07/31/17      1,056.00	1,200.00	281.00
	15,487.23	17,032.00	15,460.20
Outstandind Checks			
2382      100.00	2391      84.00	2403      121.00	
2383      90.00	2392      225.00	2404      112.50	
2384      14,384.59	2393      16,260.26	2405      50.00	
Decals      912.64	Decals      483.74	2406      13,118.00	
	15,487.23	17,053.00	2,086.20
Bank Ending Balance	0.00	(21.00)	(27.50)
Closing Cash Book Balance	0.00		
Difference	0.00	(21.00)	(27.50)
		(1)	(2)

(1) July 28 NSF return on Gregory Place ck# 256 dated 7/22/17 amount \$21.00

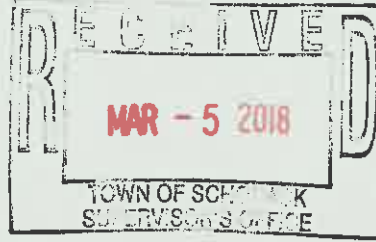
(s) October charges by Keybank, reimbursed 11/7/17

# BREWER ENGINEERING ASSOCIATES, P.C.

CONSULTING ENGINEERS • PLANNERS

743 COLUMBIA TURNPIKE • EAST GREENBUSH • NEW YORK 12061 • (518) 477-5253

February 28, 2018



Hon. David B. Harris, Supervisor  
Town of Schodack  
Town Hall  
265 Schuurman Road  
Castleton, New York 12033

**RE: STRAWBERRY FIELDS - LOTS 21 TO 28 &  
STRAWBERRY FIELDS  
REVISED WOODLAND DRIVE  
ROAD RIGHT-OF-WAY  
TOWN OF SCHODACK, NY**

Dear Supervisor Harris and Town Board Members:

Richard Hines, previous owner of tract of land on which the existing twenty lot Strawberry Fields - Phase 1 Subdivision is located is proposing an additional twenty single family lots. The intent is to develop the site in two phases STRAWBERRY FIELDS LOTS 21 - 28, (eight lots) and STRAWBERRY FIELDS LOTS 29 - 40 (twelve lots). In developing STRAWBERRY FIELDS LOTS 21 - 28, the present Woodland Drive would be extended seven hundred-fifty feet easterly from its current eastern most terminus.

Extending Woodland Drive seven hundred-fifty feet easterly from its current eastern terminus will require revision to the road right-of-way and elimination of the existing cul-de-sac. In order to accomplish this, we are asking the Board to consider rescinding the current approval for the Woodland Drive right-of-way and Easement "H" (a landscaping easement located at the center of the cul-de-sac), the removal of the existing easterly cul-de-sac as a revised road right-of-way and Easement "O" (a landscaping easement located at the center of the new cul-de-sac), all as indicated on the enclosed drawing entitled Revised Woodland Drive Road Right-of-Way Map and as described in the enclosed legal descriptions.

The revised road right-of-way includes the existing Woodland Drive right-of-way in Strawberry Fields - Phase 1 and the right-of-way situated in STRAWBERRY FIELDS LOTS 21 - 28. The portion of the right-of-way on which the existing eastern cul-de-sac is located will be included as a portion of Lot 28, STRAWBERRY FIELDS LOTS 21 - 28

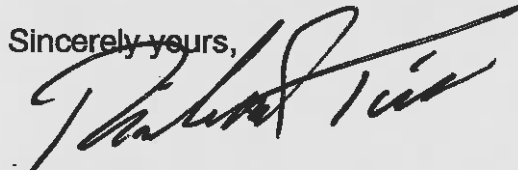
**REVISED WOODLAND DRIVE  
ROAD RIGHT-OF-WAY  
TOWN OF SCHODACK, NY**

**FEBRUARY 28, 2018  
PAGE 2**

Also enclosed are the legal descriptions for the existing road right-of-way for Woodland Drive in Strawberry Fields - Phase 1 and for Easement "I" - Landscaped Island Area located at the far western terminus of Woodland Drive in Phase 1. The Easement "I" - Landscaped Island Area will remain as shown on the enclosed Revised Woodland Drive Road Right-of-Way Map.

Thank you and the Board members for your assistance in this matter.

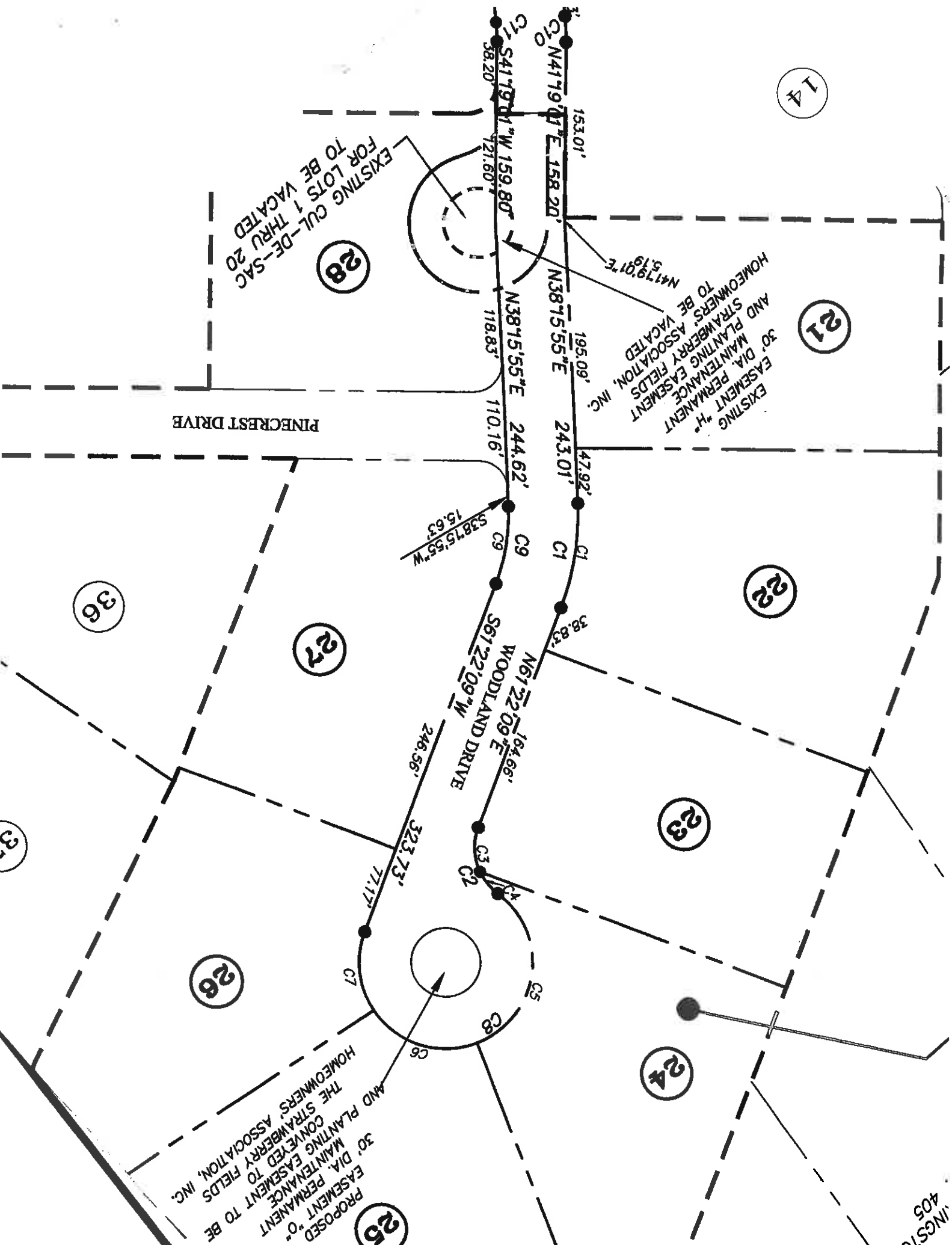
Sincerely yours,



Richard Tice  
Project Manager

Enclosures

cc: Nadine Fuda, Director Planning & Zoning  
Town of Schodack  
Richard Laberge, P.E., President  
Laberge Group



**SCHEDULE "A"**

**DESCRIPTION OF ROAD RIGHT-OF-WAY**

**FOR**

**REVISED**

**"WOODLAND DRIVE"**

**"STRAWBERRY FIELDS"**

**AND**

**"STRAWBERRY FIELDS LOTS 21 - 28"**

**TOWN OF SCHODACK**

**COUNTY OF RENSSELAER**

**STATE OF NEW YORK**

**FEBRUARY 23, 2018**

All that tract, piece and parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York, and more particularly bounded and described as follows:

Beginning at the westerly most corner of the southerly right-of-way line of Farm View Drive, "Strawberry Fields", said point being a corner on the northwesterly line of Lot 5, "Strawberry Fields", said point being a corner on the southwesterly right-of-way line of, and the point-of-beginning for the herein to be described "WOODLAND DRIVE", "STRAWBERRY FIELDS" AND "STRAWBERRY FIELDS LOTS 21 - 28".

From said point-of-beginning run along a portion of the said northwesterly line of Lot 5, "Strawberry Fields", S41°-19'-01"W, a distance of 227.46 feet to a point; Thence continue along a portion of the said northwesterly line of Lot 5, "Strawberry Fields" and along a portion of the westerly line of Lot 6, "Strawberry Fields", by a curve to the left having a chord bearing of S04°-26'-49"W, a chord length of 60.00 feet, a radius of 50.00 feet, a central angle of 73°-44'-23" and an arc length of 64.35 feet to a point; Thence continue along the said westerly line of Lot 6, "Strawberry Fields", along the northeasterly line of Lot 7, "Strawberry Fields" and along a portion of the southeasterly line of Lot 8, "Strawberry Fields", by a curve to the right having a chord bearing of N85°-

**DESCRIPTION OF ROAD RIGHT-OF-WAY  
"WOODLAND DRIVE"  
"STRAWBERRY FIELDS"  
AND  
"STRAWBERRY FIELDS LOTS 21 - 28"**

**FEBRUARY 23, 2018  
PAGE 2**

33'-11"W, a chord length of 120.00 feet, a radius of 75.00 feet, a central angle of 253°-44'-23" and an arc length of 332.14 feet to a point; Thence continue along the said southeasterly line of Lot 8, "Strawberry Fields", along the southeasterly line of Lots 9, 10 and a portion of the southeasterly line of Lot 11, "Strawberry Fields", N41°-19'-01"E, a distance of 662.96 feet to a point; Thence continue along the said southeasterly line of Lot 11, "Strawberry Fields" and along a portion of the southeasterly line of Lot 12, "Strawberry Fields", by a curve to the right having a chord bearing of N51°-19'-01"E, a chord length of 79.88 feet, a radius of 230.00 feet, a central angle of 20°-00'-00" and an arc length of 80.29 feet to a point; Thence continue the following two courses along a portion of the said southeasterly line of Lot 12, "Strawberry Fields", (1) N61°-19'-01"E, a distance of 100.47 feet to a point; Thence continue along the said southeasterly line of Lot 12, "Strawberry Fields", by a curve to the left having a chord bearing of N59°-17'-18"E, a chord length of 12.04 feet, a radius of 170.00 feet, a central angle of 04°-03'-26" and an arc length of 12.04 feet to a point, said point being the southerly most corner of the southwesterly right-of-way line of "Leslie Drive"; Thence run along the southeasterly terminus of said "Leslie Drive", by a curve to the left having a chord bearing of N48°-29'-28"E, a chord length of 75.48 feet, a radius of 170.00 feet, a central angle of 25°-39'-06" and an arc length of 76.11 feet to a point; Thence continue along the said southeasterly terminus of said "Leslie Drive", along the southeasterly line of Lot 13, "Strawberry Fields" and along a portion of the southeasterly line of Lot 14, "Strawberry Fields", N35°-39'-56"E, a distance of 269.53 feet to a point; Thence continue the following two courses along the said southeasterly line of Lot 14, "Strawberry Fields", (1) By a curve to the left having a chord bearing of N38°-29'-28"E, a chord length of 22.68 feet, a radius of 230.00 feet, a central angle of 05°-39'-06" and an arc length of 22.69 feet to a point; (2) Thence run, N41°-19'-01"E, a distance of 153.01 feet to a point, said point being the southwesterly most corner of Lot 21, "Strawberry Fields Lots 21 - 28", Thence run along the southeasterly line of said Lot 21, "Strawberry Fields Lots 21 - 28", N41°-19'-28"E, a distance of 5.19 feet to a point; Thence continue along the said southeasterly line of Lot 21, "Strawberry Fields Lots 21-28" and along a portion of the southeasterly line of Lot 22, "Strawberry Fields Lots 21-28", N38°-15'-55"E, a distance of 243.01 feet to a point; Thence continue along a portion of the said southeasterly line of Lot 22, "Strawberry Fields Lots 21-28", by a curve to the right having chord bearing of N49°-49'-02"E, a chord length of 92.12 feet, a radius of 230.00 feet, a central angle of 23°-06'-14" and an arc length of 92.74 feet to a point; Thence continue along the said

**DESCRIPTION OF ROAD RIGHT-OF-WAY  
"WOODLAND DRIVE"  
"STRAWBERRY FIELDS"  
AND  
"STRAWBERRY FIELDS LOTS 21 - 28"**

**FEBRUARY 23, 2018  
PAGE 3**

southeasterly line of Lot 22, "Strawberry Fields Lots 21-28" and along a portion of the southeasterly line of Lot 23, "Strawberry Fields Lots 21-28", N61°-22'-09"E, a distance of 203.79 feet to a point; Thence continue along a portion of the said southeasterly line of Lot 23, "Strawberry Fields Lots 21-28" and along a portion of the southeasterly line of Lot 24, "Strawberry Fields Lots 21-28", by a curve to the left having a chord bearing of N24°-27'-56"E, a chord length of 59.95 feet, a radius of 50.00 feet, a central angle of 73°-40'-05" and an arc length of 64.29 feet to a point; Thence continue along the said southeasterly line of Lot 24, "Strawberry Fields Lots 21-28", along the westerly line of Lot 25, "Strawberry Fields Lots 21-28" and along a portion of the northwesterly line of Lot 26, "Strawberry Fields Lots 21 -28", by a curve to the right having a chord bearing of S65°-30'-03"E, a chord length of 120.00 feet, a radius of 75.00 feet, a central angle of 253°-44'-23" and an arc length of 332.14 feet to a point; Thence continue along the said northwesterly line of Lot 26, "Strawberry Fields Lots 21-28" and a portion of the northwesterly line of Lot 27, "Strawberry Fields Lots 21-28", S61°-22'-09"W, a distance of 323.73 feet to a point; Thence continue the following two courses along the said northwesterly line of Lot 27, "Strawberry Fields Lot 21-28", (1) By a curve to the left having a chord bearing of S49°-49'-02"W, a chord length of 68.09 feet, a radius of 170.00 feet, a central angle of 23°-06'-14" and an arc length of 68.55 feet to a point; (2) Thence run, S38°-15'-55"W, a distance of 15.63 feet to a point, said point being the northeasterly most corner of the northeasterly right-of-way line of "Pinecrest Drive"; Thence run along the northerly terminus of said "Pinecrest Drive", S38°-15'-55"W, a distance of 110.16 feet to a point, said point being the northwesterly most corner of the westerly right-of-way line of said "Pinecrest Drive" and a corner on the northwesterly line of Lot 28, "Strawberry Fields Lots 21-28"; Thence run along the said northwesterly line of Lot 28, "Strawberry Fields Lots 21-28", S38°-15'-55"W, a distance of 118.83 feet to a point; Thence continue along the said northwesterly line of Lot 28, "Strawberry Fields Lots 21-28" and along a portion of the northwesterly line of Lot 15, "Strawberry Fields", S41°-19'-01"W, a distance of 159.80 feet to a point; Thence continue along the said northwesterly line of Lot 15, "Strawberry Fields", by a curve to the left having a chord bearing of S38°-29'-28"W, a chord length of 16.76 feet, a radius of 170.00 feet, a central angle of 05°-39'-06" and an arc length of 16.77 feet to a point; Thence continue along the said northwesterly line of Lot 15, "Strawberry Fields" and along a portion of the northwesterly line of Lot 16, "Strawberry Fields", S35°-39'-56"W, a distance of 269.54 feet to a point; Thence continue along the said northwesterly line of Lot 16, "Strawberry

**DESCRIPTION OF ROAD RIGHT-OF-WAY  
"WOODLAND DRIVE"  
"STRAWBERRY FIELDS"  
AND  
"STRAWBERRY FIELDS LOTS 21 - 28"**

**FEBRUARY 23, 2018  
PAGE 4**

Fields" and along a portion of Lot 17, "Strawberry Fields", by a curve to the right having a chord bearing of S48°-29'-32"W, a chord length of 102.11 feet, a radius of 230.00 feet, a central angle of 25°-39'-00" and an arc length of 102.97 feet to a point; Thence continue the following two courses along the said northwesterly line of Lot 17 "Strawberry Fields", (1) S61°-19'-01"W, a distance of 100.47 feet to a point; (2) Thence run, by a curve to the left having a chord bearing of S51°-19'-01"W, a chord length of 50.04 feet, a radius of 170.00 feet, a central angle of 20°-00'-00" and an arc length of 59.34 feet to a point; Thence continue along the said northwesterly line of Lot 17, "Strawberry Fields", along the northwesterly line of Lot 18, "Strawberry Fields" and along the northwesterly terminus of said "Farm View Drive", S41°-19'-01"W, a distance of 315.50 feet to a point, said point being the said westerly most corner of the southerly right-of-way line of "Farm View Drive", said point being a corner on the northwesterly line of said Lot 5, "Strawberry Fields", and point being the said most corner of, and the said point-of-beginning for the herein described **"WOODLAND DRIVE", "STRAWBERRY FIELDS" AND "STRAWBERRY FIELDS LOTS 21 - 28"**.

Said **"WOODLAND DRIVE", "STRAWBERRY FIELDS" AND "STRAWBERRY FIELDS LOTS 21 - 28"** contains 150,647 square feet = 3.458 acres, more or less.



SCHEDULE "A"

DESCRIPTION OF ROAD RIGHT-OF-WAY

FOR

"WOODLAND DRIVE"

"STRAWBERRY FIELDS"

TOWN OF SCHODACK COUNTY OF RENSSELAER

STATE OF NEW YORK

FEBRUARY 23, 2011  
REVISED - MARCH 30, 2011

All that tract, piece and parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York, and more particularly bounded and described as follows:

Beginning at the westerly most corner of the southerly right-of-way line of "Farm View Drive", said point being a corner on the northwesterly line of Lot 5, "Strawberry Fields", said point being a corner on the southeasterly right-of-way line of, and the point-of-beginning for the herein to be described "WOODLAWN DRIVE".

From said point-of-beginning run along a portion of the said northwesterly line of Lot 5, "Strawberry Fields", S41°-19'-01"W, a distance of 227.46 feet to a point; Thence continue along a portion of the said northwesterly line of Lot 5, "Strawberry Fields" and along a portion of the westerly line of Lot 6, "Strawberry Fields", by a curve to the left having a chord bearing of S04°-26'-49"W, a chord length of 60.00 feet, a radius of 50.00 feet, a central angle of 73°-44'-23" and an arc length of 64.35 feet to a point; Thence continue along the said westerly line of Lot 6, "Strawberry Fields", along the northeasterly line of Lot 7, "Strawberry Fields" and along a portion of the southeasterly line of Lot 8, "Strawberry Fields", by a curve to the right having a chord bearing of N85°-33'-11"W, a chord length of 120.00 feet, a radius of 75.00 feet, a central angle of 253°-44'-23" and an arc length of 332.14 feet to a point; Thence continue along the said southeasterly line of Lot 8, "Strawberry Fields", along the southeasterly line of Lots 9, 10 and a portion of the southeasterly line of Lot 11, "Strawberry Fields", N41°-19'-01"E, a distance of 662.96 feet to a point; Thence continue along the said southeasterly

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line of said Lot 11, "Strawberry Fields" and along a portion of the southeasterly line of Lot 12, "Strawberry Fields", by a curve to the right having a chord bearing of  $N51^{\circ}-19'-01''E$ , a chord length of 79.88 feet, a radius of 230.00 feet, a central angle of  $20^{\circ}-00'-00''$  and an arc length of 80.29 feet to a point; Thence continue the following two courses along a portion of the said southeasterly line of Lot 12, "Strawberry Fields", (1)  $N61^{\circ}-19'-01''E$ , a distance of 100.47 feet to a point; (2) Thence continue along the said southeasterly line of Lot 12, "Strawberry Fields", by a curve to the left having a chord bearing of  $N59^{\circ}-17'-18''E$ , a chord length of 12.04 feet, a radius of 170.00 feet, a central angle of  $04^{\circ}-03'-26''$  and an arc length of 12.04 feet to a point, said point being the southerly most corner of the southwesterly right-of-way line of "Leslie Drive"; Thence run the following two courses along the southeasterly terminum of said "Leslie Drive", (1) By a curve to the left having a chord bearing of  $N48^{\circ}-29'-28''E$ , a chord length of 75.48 feet, a radius of 170.00 feet, a central angle of  $25^{\circ}-39'-06''$  and an arc length of 76.11 feet to a point, (2) Thence run,  $N35^{\circ}-39'-56''E$ , a distance of 56.16 feet to a point, said point being the southeasterly most corner of Lot 13, "Strawberry Fields"; Thence run along the southeasterly line of said Lot 13, "Strawberry Fields" and along a portion of the southeasterly line of Lot 14, "Strawberry Fields",  $N35^{\circ}-39'-56''E$ , a distance of 213.37 feet to a point; Thence continue the following two courses along the said southeasterly line of Lot 14, "Strawberry Fields", (1) By a curve to the right having a chord bearing of  $N38^{\circ}-29'-28''E$ , a chord length of 22.68 feet, a radius of 230.00 feet, a central angle of  $05^{\circ}-39'-06''$  and an arc length of 22.69 feet to a point; (2) Thence run,  $N41^{\circ}-19'-01''E$ , a distance of 153.01 feet to a point, said point located on the southwesterly line of the Remaining Lands Of Hines; Thence run the following three course along the Remaining Lands of Hines; (1)  $N41^{\circ}-19'-01''E$ , a distance of 5.19 feet to a point; (2) Thence run, by a curve to the right having a chord bearing of  $S11^{\circ}-48'-47''E$ , a chord length of 120.00 feet, a radius of 75.00 feet, a central angle of  $253^{\circ}-44'-23''$  and an arc length of 332.14 feet to a point; (3) Thence run, by a curve to the left having a chord bearing of  $S78^{\circ}-11'-13''W$ , a chord length of 60.00 feet, a radius of 50.00 feet, a central angle of  $73^{\circ}-44'-23''$  and an arc length of 64.35 feet to a point, said point being a corner on the northwesterly line of Lot 15, "Strawberry Fields"; Thence run the following two courses along a portion of the said northwesterly line of Lot 15, "Strawberry Fields", (1)  $S41^{\circ}-19'-01''W$ , a distance of 38.20 feet to a point; (2) Thence run, by a curve to the left having a chord bearing of  $S38^{\circ}-29'-28''W$ , a chord length of 16.76 feet, a radius of 170.00 feet, a central angle of  $05^{\circ}-39'-06''$  and an arc length of 16.77 feet to a point; Thence continue along the said northwesterly line of Lot 15, "Strawberry Fields and along a portion of the

northwesterly line of Lot 16, "Strawberry Fields",  $S35^{\circ}-39'-56''W$ , a distance of 269.54 feet to a point; Thence continue along the said northwesterly line of Lot 16, "Strawberry Fields" and along a portion of the northwesterly line of Lot 17, "Strawberry Fields", by a curve to the right having a chord bearing of  $S48^{\circ}-29'-32''W$ , a chord length of 102.11 feet, a radius of 230.00 feet, a central angle of  $25^{\circ}-39'-00''$  and an arc length of 102.97 feet to a point; Thence continue the following two course along the said northwesterly line of Lot 17, "Strawberry Field", (1)  $S61^{\circ}-19'-01''W$ , a distance of 100.47 feet to a point; (2) Thence run, by a curve to the left having a chord bearing of  $S51^{\circ}-19'-01''W$ , a chord length of 59.04 feet, a radius of 170.00 feet, a central angle of  $20^{\circ}-00'-00''$  and an arc length of 59.34 feet to a point; Thence continue along the said northwesterly line of Lot 17, "Strawberry Field" and along a portion of the northwesterly line of said Lot 18, "Strawberry Fields",  $S41^{\circ}-19'-01''W$ , a distance of 190.50 feet to a point, said point being the northerly most corner of the northerly right-of-way line of said "Farm View Drive", Thence run along the northwesterly terminus of said "Farm View Drive",  $S41^{\circ}-19'-01''W$ , a distance of 125.00 feet to a point, said point being the said westerly most corner of the southerly right-of-way line of "Farm View Drive", said point being a corner on the northwesterly line of said Lot 5, "Strawberry Fields", said point being the said point-of-beginning for the herein described "WOODLAWN DRIVE".

Said "WOODLAWN DRIVE" contains 111,708 square feet = 2.56 acres, more or less.

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**"STRAWBERRY FIELDS"  
DESCRIPTION OF EASEMENT "H"  
(A PERMANENT MAINTENANCE & LANDSCAPING EASEMENT)**

**TOWN OF SCHODACK COUNTY OF RENSSELAER**

**STATE OF NEW YORK**

**MARCH 17, 2011  
REVISED - APRIL 4, 2011**

All that tract, piece and parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York, and more particularly bounded and described as follows:

Commencing at a point located on the northwesterly right-of-way line of "Woodland Drive", said point being the easterly most corner of Lot 14, "Strawberry Fields", said point located on the westerly line of the Lands of Richard and Joyce A. Hines, run along the said northwesterly right-of-way line of "Woodland Drive", N41°-19'-01"E, a distance of 5.19 feet to a point, said course being along the said westerly line of the Lands of Richard and Joyce A. Hines; Thence run through the lands of "Woodland Drive", S48°-40'-59"E, a distance of 75.00 feet to a point, said point being the center point of **EASEMENT "H"**.

**EASEMENT "H"** is a permanent maintenance and landscaping easement located at the center of the northeasterly cul-de-sac of "Woodland Drive". Said easement has a radius of 30.00 feet and a central angle of 360°-00'-00".

Said **EASEMENT "H"** contains 2,827 square feet, more or less.

It is the purpose of this conveyance to grant to the Strawberry Fields Homeowners' Association, Inc. and/or assigns, an easement in, on and to the property herein described and to permit the Strawberry Fields Homeowners' Association, Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters

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**"STRAWBERRY FIELDS"  
MAINTENANCE & LANDSCAPING EASEMENT "H"  
TOWN OF SCHODACK, NY**

**MARCH 30, 2011  
REVISED - APRIL 4, 2011  
PAGE 2**

from surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by this easement, excepting the Strawberry Fields Homeowners' Association, Inc. and/or assigns.

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**"STRAWBERRY FIELDS"**  
**DESCRIPTION OF EASEMENT "I"**  
**(A PERMANENT MAINTENANCE & LANDSCAPING EASEMENT)**

**TOWN OF SCHODACK COUNTY OF RENSSELAER**

**STATE OF NEW YORK**

**MARCH 17, 2011**  
**REVISED - APRIL 4, 2011**

All that tract, piece and parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York, and more particularly bounded and described as follows:

Commencing at a point located on the northwesterly right-of-way line of "Woodland Drive", said point being the easterly most corner of Lot 8, "Strawberry Fields", said point being the southerly most corner of Lot 9, "Strawberry Fields", run along the said northwesterly right-of-way line of "Woodland Drive", S41°-19'-01"W, a distance of 78.88 feet to a point; Thence run through the lands of "Woodland Drive", S48°-40'-59"E, a distance of 75.00 feet to a point, said point being the center point of **EASEMENT "I"**.

**EASEMENT "I"** is a permanent maintenance and landscaping easement located at the center of the southwesterly cul-de-sac of "Woodland Drive". Said easement has a radius of 30.00 feet and a central angle of 360°-00'-00".

Said **EASEMENT "I"** contains 2,827 square feet, more or less.

It is the purpose of this conveyance to grant to the Strawberry Fields Homeowners' Association, Inc. and/or assigns, an easement in, on and to the property herein described and to permit the Strawberry Fields Homeowners' Association, Inc. and/or assigns the right of ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from surrounding areas. In addition this easement also restricts the grading and/or

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**"STRAWBERRY FIELDS"  
MAINTENANCE & LANDSCAPING EASEMENT "I"  
TOWN OF SCHODACK, NY**

**MARCH 30, 2011  
REVISED - APRIL 4, 2011  
PAGE 2**

filling in the area occupied by this easement, excepting the Strawberry Fields Homeowners' Association, Inc. and/or assigns.

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**SCHEDULE "A"**

**"STRAWBERRY FIELDS LOTS 21 - 28"**

**DESCRIPTION OF EASEMENT "O"**

**(PERMANENT MAINTENANCE AND LANDSCAPING EASEMENT)**

**TOWN OF SCHODACK**

**COUNTY OF RENSSELAER**

**STATE OF NEW YORK**

**FEBRUARY 23, 2018**

All that tract, piece and parcel of land situate, lying and being in the Town of Schodack, County of Rensselaer, State of New York, and more particularly bounded and described as follows:

Commencing at a point located on the southeasterly right-of-way line of "Woodland Drive", said point being the most northwesterly corner of Lot 26, "Strawberry Fields Lots 21-28" and the northeasterly most corner of Lot 27, "Strawberry Fields Lots 21-28", run N61°-22"-09"E, a distance of 77.17 feet to a point; Thence run through the lands of said "Woodland Drive", "Strawberry Fields Lots 21 - 28", N28°-37'-51"W, a distance of 75.00 feet to a point, said point being the center point of EASEMENT "O".

EASEMENT "O" is a permanent maintenance and landscaping easement located at the center of the cul-de-sac located at the easterly terminus of said "Woodland Drive", "Strawberry Fields Lots 21 - 28". Said easement has a radius of 30.00 feet and a central angle of 360°-00'-00".

Said EASEMENT "O" contains 2,827 square feet, more or less.

It is the purpose of this conveyance to grant to the Town of Schodack, the Strawberry Fields Homeowners' Association, and/or assigns, an easement in, on and to the property herein described and to permit the Town of Schodack, the Strawberry Fields Homeowners' Association, and/or assigns, the right to ingress and egress, the right to lay and maintain pipe lines, to construct and maintain ditching and take whatever steps it deems necessary or advisable in connection with maintaining drainage of surface and subsurface waters from the surrounding areas. In addition this easement also restricts the grading and/or filling in the area occupied by the easement, excepting the Town of Schodack, the Strawberry Fields Homeowners' Association, and/or assigns.



2018-143

rev 1/22/16

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

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**State Liquor Authority**

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board**

(Page 1 of 2)

1. Date Notice Was Sent:  1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License

New Application  Renewal  Alteration  Corporate Change  Removal  Class Change

RECEIVED  
MAR 26 2018  
Schodack Town Clerk

For **New** applicants, answer each question below using all information known to date.  
 For **Renewal** applicants, set forth your approved Method of Operation only.  
 For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s).  
 For **Corporate Change** applicants, attach a list of the current and proposed corporate principals.  
 For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation.  
 For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type.

**This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board**

3. Name of Municipality or Community Board:

**Applicant/Licensee Information**

4. License Serial Number, if Applicable:  Expiration Date, if Applicable:

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village:  , NY Zip Code:

9. Business Telephone Number of Applicant/Licensee:

10. Business Fax Number of Applicant/Licensee:

11. Business E-mail of Applicant/Licensee:

12. Type(s) of Alcohol sold or to be sold:  Beer & Cider  Wine, Beer & Cider  Liquor, Wine, Beer & Cider

13. Extent of Food Service:  Full food menu; Full Kitchen run by a chef or cook  Menu meets legal minimum food availability requirements; Food prep area at minimum

14. Type of Establishment:

15. Method of Operation: (Check all that apply)

Seasonal Establishment  Juke Box  Disc Jockey  Recorded Music  Karaoke

Live Music (Give details: i.e. rock bands, acoustic, jazz, etc.):

Patron Dancing  Employee Dancing  Exotic Dancing  Topless Entertainment

Video/Arcade Games  Third Party Promoters  Security Personnel

Other (specify):

16. Licensed Outdoor Area: (Check all that apply)

None  Patio or Deck  Rooftop  Garden/Grounds  Freestanding Covered Structure

Sidewalk Cafe  Other (specify):

Print Form

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____



**State Liquor Authority**

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board**

(Page 2 of 2)

17. List the floor(s) of the building that the establishment is located on:
18. List the room number(s) the establishment is located in within the building, if appropriate:
19. Is the premises located within 500 feet of three or more on-premises liquor establishments?  Yes  No
20. Will the license holder or a manager be physically present within the establishment during all hours of operation?  Yes  No
21. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee.
22. Does the applicant or licensee own the building in which the establishment is located?  Yes (If Yes SKIP 23-26)  No

**Owner of the Building in Which the Licensed Establishment is Located**

23. Building Owner's Full Name:
24. Building Owner's Street Address:
25. City, Town or Village:  State:  Zip Code:
26. Business Telephone Number of Building Owner:

**Representative or Attorney representing the Applicant in Connection with the application for a license to traffic in alcohol at the establishment identified in this notice**

27. Representative/Attorney's Full Name:
28. Street Address:
29. City, Town or Village:  State:  Zip Code:
30. Business Telephone Number of Representative/Attorney:
31. Business Email Address:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under Penalty of Perjury - that the representations made in this form are true.

32. Printed Name:  Title:

Signature:

**Print Form**



**President**  
Gary Weitzman

**President-Elect**  
Daniel Weinberg

**Vice President**  
Alan Lobel

**Secretary**  
Sonya VanBortel

**Treasurer**  
Mark Scher

**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  
Murray Carr  
Rabbi Don Cashman  
Rabbi David Eligberg  
Rabbi Roy Feldman  
William Golderman  
Rochelle Katz  
James Milstein  
Rabbi Dan Ornstein  
Stephen Ribner  
Beth Scher  
Rabbi Scott Shpeen  
Steven Shrager  
Chip Stein  
Andrew Swartz  
Ilene Sykes  
Stanley Winter

**Executive Director**  
Adam Chaskin

March 27, 2018

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

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 AJCC 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@AlbanyJCC.org](mailto:RossiM@AlbanyJCC.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



Cc: Adam Chaskin, Executive Director



Sidney Albert  
Albany JCC

## 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 "Center") and \_\_\_\_\_ (the "Lessee"),

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 9 through August 3, 2018. 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.**

- a) 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 18, 2018.

The remainder of \$3,000 is due on Monday, July 30, 2018.

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.
  - (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.

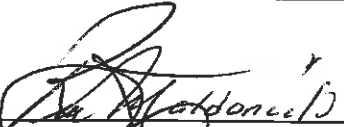
IN WITNESS THEREOF, the parties hereto have hereunto set their respective hands as the day and year first above written.

The Sidney Albert Albany Jewish Community Center

By 

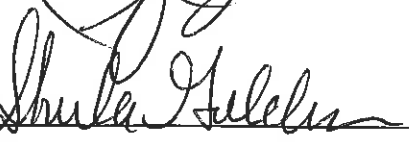
Adam Cheskin  
Executive Director, SAAJCC

3/26/18  
Date

By 

Ross Maldonado  
Aquatics Director, SAAJCC

3/26/18  
Date

By 

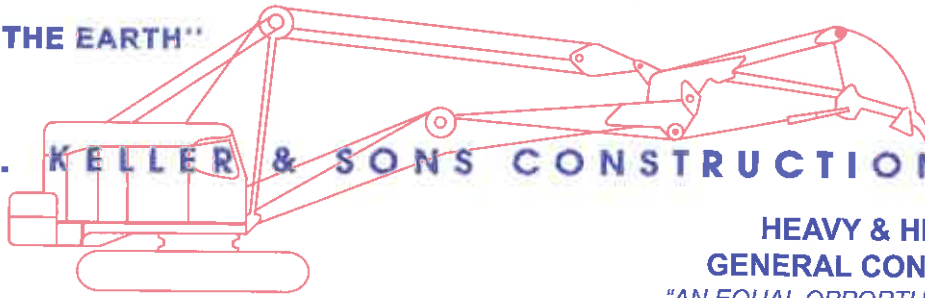
Sheila Golden  
Youth Director, Town of Schodack  
Sheila Golden

3/27/18  
Date

"WE MOVE THE EARTH"

2018-146

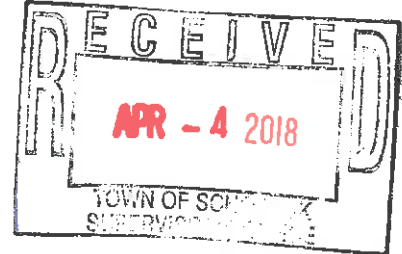
WM. J. KELLER & SONS CONSTRUCTION CORP.



HEAVY & HIGHWAY  
GENERAL CONTRACTORS  
"AN EQUAL OPPORTUNITY EMPLOYER"

April 4, 2018

Town of Schodack  
265 Schuurman Road  
Castleton, NY 12033



Attn: David Harris, The Town Board & The Planning Board

Re: Proposed Keller Fill Site at  
1435 Route 9  
Castleton, NY 12033

Dear Mr. Harris, the Town Board Members & The Planning Board

Wm. J. Keller & Sons Construction Corp. asks permission to come in front of the Town Board to petition to dump clean fill at our 1435 Route 9 office in Castleton. Please see the attached map showing the +/- 1 acre area we are proposing to fill. All material brought onto the site will be free of large pieces of wood, concrete, or asphalt. The area after filling will be used for more lay down and storage areas.

Thank you so much for considering this and I look forward to hear from you soon. If you have any questions please feel free to contact me at 518-732-7782.

Very Truly Yours,

John D. Keller Jr.  
Vice President

A handwritten signature in black ink that reads "John D. Keller Jr." The signature is written in a cursive, flowing style.



Imagery ©2018 Google, Map da

Bill Site - (± 1 Acre)

Town of Schodack, NY

Tuesday, April 3, 2018

## Chapter 137. Landfills

### Article I. Establishment and Operation

[Adopted 4-17-1969 as L.L. No. 2-1969]

#### § 137-1. Findings and purpose.

By the element of this Article, the Town Board of the Town of Schodack declares its intent to be to regulate the operation within the town of refuse disposal areas known as "sanitary landfill sites" and to prohibit the dumping of refuse in this town except at such sites. The dumping of refuse, garbage and rubbish, unless under proper control, are likely to constitute a hazard to the health and safety of the residents of this town. It is the intent of this Article to prohibit the operation of refuse disposal areas in the Town of Schodack except with the express consent of the Town Board given under such conditions as will reasonably protect the public health and safety.

#### § 137-2. Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this Article shall be as follows:

**DISPOSE (and its derivatives)**

To dump, deposit, throw or throw away by a person or by another with the consent or approval, active or passive, of a person in a position to control or prevent the same.

**OPERATOR**

A person who shall operate a sanitary landfill site for which a permit is granted hereunder.

**PERSON**

Any individual, firm, company, association, partnership, society, corporation (municipal, public, stock or nonstock) or group.

**REFUSE**

Includes any one or more of the following: garbage, trash, rubbish demolition material, used building material, soil, gravel, stone, trees, stumps and any other similar used or waste material.<sup>[1]</sup>

**SANITARY LANDFILL**

A disposal area conducted in compliance with the regulations prescribed in § 137-6 hereof and in compliance with the provisions of the Public Health Law, the Environmental Conservation Law and all rules and regulations promulgated pursuant to such laws.<sup>[2]</sup>

[1] *Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I.*

[2] *Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I.*



### § 137-3. Town Board approval required.

No person shall receive or accept for disposal or deliver, dump or offer for disposal any refuse on any land or at any location, site or area in the Town of Schodack unless such land, location, site or area is a sanitary landfill disposal area approved by the Town Board, by resolution duly adopted.

### § 137-4. Application; accompanying documents.

- A. Any person who shall desire and intend to establish, operate and maintain a sanitary landfill in the Town of Schodack shall execute under oath an application therefor which shall contain the following information:
- (1) Whether he is over the age of 21 years.
  - (2) Whether he is a citizen of the United States.
  - (3) Whether he has ever been convicted of a crime [and if a corporation, the names of the officers and directors and whether they are over 21 years of age, whether they are citizens of the United States and whether any of them have ever been convicted of a crime].
  - (4) Other facts to establish that by his experience, background and training he is fit and qualified to operate a sanitary landfill site.
  - (5) The number, types and a brief description of machinery and equipment which will be used in the operation of said site.
  - (6) The minimum number of employees he intends to engage in the operation.
  - (7) The name and address of the owner or owners of the land upon which the operation will be conducted and, if the applicant is not such owner, the nature of his right of occupancy of such land.
- B. At the time of making the application, the applicant shall file with the Town Clerk a map or plan of the land which he intends to operate a sanitary landfill site if granted permission therefor, showing the position of any buildings on such land, of any streets or highways abutting or passing through such land and of any municipal facilities or public utilities and easements therefor within 500 feet of the boundaries of said site.
- C. Also at the time of making the application, the applicant shall file with the Town Clerk a statement by a civil engineer, duly licensed by the State of New York, stating that he has examined the soil conditions of the land where the operation of the sanitary landfill site is proposed and that the same is composed of at least 50% loam or sand or a combination of both and that there is not over 20% clay soil or rocky soil present. Such statement shall also contain an expression of opinion on the part of the engineer that the proposed sanitary landfill operation will not disturb the general drainage pattern of the area so as to adversely affect adjacent landowners and that such operation will not cause the pollution of any adjacent stream, lake, pond or other body of water.

### § 137-5. Determination; terms and conditions.

Upon receiving such application, the Town Board shall hold a public hearing upon such application, at which all persons having an interest in the subject matter of the application may be heard. Notice of such public hearing shall be given by publishing the same at least once in a newspaper circulating in

the Town of Schodack and by posting the same on the bulletin board at the office of the Town Clerk, both at least 10 days prior to the date of such public hearing. After such public hearing, the Town Board shall make a determination by resolution as to whether it is in the public interest to grant such application, and if a determination to grant such application is made, the resolution shall contain the regulations prescribed in § 137-6 hereof and shall also contain such other and additional terms and conditions as the Town Board shall determine to be reasonable necessary to protect the public health and safety. Such terms and conditions may provide that it shall be unlawful to receive or accept for disposal or deliver, dump or offer for disposal any refuse collected outside the geographical limits of the Town of Schodack.

## § 137-6. Operational regulations.

- A. A person who shall operate a sanitary landfill site for which a permit is granted hereunder shall be responsible for the operation and management of said site.
- B. The operator shall post at the entrance gate of the sanitary landfill area a sign stating the hours of the day during which refuse will be accepted for disposal. No refuse may be accepted outside of such stated hours, during which time the entrance gate will be kept closed and securely locked. The closing hour shall be early enough in the day to allow for the complete covering of all refuse delivered for disposal during the day.
- C. The operator, shall by the use of signs or guides cause all refuse during a single day to be delivered at one designated spot or location in the sanitary landfill area.
- D. The operator, by the means of a bulldozer or other type of earthmoving equipment equipped with crawler treads, not wheels, shall compact or iron out the refuse deposited until it is smooth and level and all the larger objects or material are crushed and the entire mass is blended. Thereafter, the operator shall spread a fill or cover of soil over the compacted refuse and compact the same and add to it until the soil fill or cover is at least six inches thick, compacted uniformly over the refuse. This process shall be completed at the end of each day's operation so that no refuse is left exposed and uncovered overnight and the entire area is sealed by the earth cover. When an area has been completely filled and the operator moves to another area in the sanitary landfill site, he will place a final or top layer of soil fill at least two feet thick compacted uniformly over such entire area.
- E. The operator will not burn or allow the burning of any refuse or other material at the sanitary landfill site.
- F. The operator will not permit scavenging at the sanitary landfill site.
- G. The landfill area shall be policed at the end of each working day for the purpose of keeping said area clean and sightly.
- H. Each operator shall post a bond in an amount to be determined by the Town Board to guarantee the performance of the requirements of this Article.
- I. Any peace officer, Town Clerk or the Town Board, or any of its representatives, shall be granted access to any sanitary landfill sites permitted hereunder to inspect the same for compliance herewith.

## § 137-7. Penalties for offenses.

Any person who violates any provision of this Article shall, upon conviction thereof, be subject to a fine not to exceed \$250 or to imprisonment for a term not to exceed 15 days, or both. Each week that

a violation continues shall be deemed a separate offense. The town may also maintain an action or proceeding, in a court of competent jurisdiction, to compel compliance or to restrain by injunction any violation of this Article, and these remedies shall be in addition to penalties otherwise prescribed by law.

[1] *Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. 1.*

## § 137-8. Revocation of permit.

- A. Conviction for any above-mentioned violation shall constitute and effect an immediate forfeiture of the license.
- B. The Town Board may revoke any permit granted hereunder after a public hearing thereon, at which hearing the operator shall have an opportunity to be heard.

## § 137-9. Effect of other laws.

This Article is not intended to supersede or conflict with any state laws, rules or regulations relating to the disposal of any waste materials of any kind. In the event that any state law, rule or regulation is more stringent than the provisions of this Article, the more stringent provision shall apply and shall be used by the Town Board when determining if a permit to operate a sanitary landfill shall be granted.

[1] *Editor's Note: Added at time of adoption of Code; see Ch. 1, General Provisions, Art. 1.*