

RESOLUTION NO. 2016106

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM ANGELO PATERNOSTRO, JR. & DEBORAH JUDD-PATERNOSTRO FOR IMPROVEMENTS TO THE INTERSECTION LOCATED AT OLD HOPEWELL ROAD (CR 28)/ALL ANGELS HILL ROAD (CR94), TOWN OF WAPPINGER (PIN 8758.71)

Legislators PULVER, MICCIO, BOLNER, AMPARO, SAGLIANO, and LANDISI offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed improvements to the intersection located at Old Hopewell Road (CR 28)/All Angels Hill Road (CR 94) in the Town of Wappinger, Dutchess County, which project (PIN #8758.71) includes the acquisition of portions of certain properties, and

WHEREAS, this Legislature in Resolution No. 2014272 approved and adopted the Full Environmental Assessment Form and Notice of Determination which stated that this improvement project was a Type I Action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR (SEQR) and would not have a significant negative impact on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to make the improvements to the said intersection, it is necessary to acquire in fee a portion of property presently owned by Angelo Paternostro, Jr. and Deborah Judd-Paternostro, and

WHEREAS, the acquisition in fee is a portion of parcel number 135689-6257-04-918364-0000, described as 13,360+/- square feet more or less as shown on Map No. 3, Parcel No. 3, copy is annexed hereto, and

WHEREAS, the Agreement to Purchase Real Property (Fee Acquisition) for the necessary real property is attached hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of \$13,360.00 plus up to \$1,000.00 for related expenses, if required, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that the County Executive or his designee is authorized to execute the Agreement to Purchase Real Property (Fee Acquisition) in substantially the form annexed hereto and all documents in connection with this acquisition, and be it further

RESOLVED, that on the submission by the property owner of deed to the aforementioned land, which shall include the terms and conditions of the Agreement to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$13,360.00 plus up to \$1,000.00 for related expenses, if required, for Fee Acquisition in accordance with the agreement to purchase, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property (Fee Acquisition) be carried out by the Dutchess County Department of Public Works.

CA-074-16

CAB/kvh/R-0931-E

4/11/16

Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9<sup>TH</sup> day of May 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

- IN-WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9<sup>TH</sup> day of May 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

## APPROPRIATION RESOLUTIONS (To be completed by requesting department).

Total Current Year Cost \$ 14,360

Total Current Year Revenue \$ 13,642  
and Source

Source of County Funds (check one):  Existing Appropriations,  Contingency,  
 Transfer of Existing Appropriations,  Additional Appropriations,  Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ 1,000

Nature/Reason:

Anticipated expenses related to Mortgage Releases, Filing Fees, Property Taxes and other Closing Costs.

Anticipated Savings to County: \$ 13,642

Net County Cost (this year): \$ 718  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

This Fiscal Impact Statement Pertains to:

PIN 8758.71: OLD HOPEWELL ROAD (CR 28)/ALL ANGELS HILL ROAD (CR 94) INTERSECTION IMPROVEMENTS,  
TOWN OF WAPPINGER, DUTCHESS COUNTY

Request for authorization to acquire In Fee a 1,241.19+/- square meter (13,360.00+/- square foot) parcel as shown on  
(Map 3, Parcel 3) for the purchase price of \$13,360.00 from Angelo Paternostro Jr and Deborah Judd-Paternostro.

Related expenses in the amount of \$1,000 are included in the Total Current Year Cost.

Prepared by: Matthew W. Davis

2929

AGREEMENT TO PURCHASE REAL PROPERTY  
(FEE ACQUISITION)

Project: Old Hopewell Road (CR 28)/All Angels Hill Road (CR 94) Intersection Improvements  
PIN: 8758.71 Map: 3 Parcel: 3

This Agreement by and between ANGELO PATERNOSTRO, JR AND DEBORAH JUDD-PATERNOSTRO, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a Fee Acquisition to a 1,241.19± Square Meter (13,360.00± Square Foot) parcel located primarily along the westerly side of County Route 94 (All Angels Hill Road) toward its intersection with County Route 28 (Old Hopewell Road) and thereafter extending westerly along the southern side of Route 28 ending in the area of the existing crushed stone driveway used for utility access, in the Town of Wappinger, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated August 03, 2006, and recorded on August 21, 2006 as Document #02 2006 6756 in the Office of the County Clerk for Dutchess County, New York with the address 5 Meadow Wood Lane (Re. Tax map No. 135689-6257-04-918364-000), and being the same lands designated as Map 3, Parcel 3 on exhibit "A" attached here to.
2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Agreement: None
3. **PURCHASE PRICE.** The total purchase price is THIRTEEN THOUSAND THREE HUNDRED SIXTY DOLLARS (\$13,360). This price includes the acquisition of the above real property in Fee Acquisition as described in paragraph 1 and the improvements described in paragraph 2, if any.
4. **PAYMENT.** All by check at closing:
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about \_\_\_\_\_, 2016.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
  - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
  - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
  - C. **Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.**
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the Fee Acquisition on the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.

8. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
9. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. ENTIRE AGREEMENT. This Agreement outlines the complete understanding of the Buyer and Seller pertaining to this acquisition. No verbal agreements or promises will be binding. This agreement must be executed by the Dutchess County Executive in order for it to be binding on the parties.
11. NOTICES. All notices under this Agreement shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given by the attorneys for the parties.

IN WITNESS WHEREOF, on this 2nd day of April, 2016, the parties have entered into this Agreement.

Seller: Angelo Paternostro, Jr and Deborah Judd-Paternostro  
Representative:

By: Angelo Paternostro, Jr.  
Angelo Paternostro, Jr.

By: Deborah Judd-Paternostro  
Deborah Judd-Paternostro

Witness: Patricia A. Simone

Witness: Patricia A. Simone

Patricia A. Simone  
Notary Public, State of NY  
No. 01S14984429  
Qualified in Dutchess Co.  
Commission Exp. 07/22/2017

COUNTY OF DUTCHESS )

Buyer: \_\_\_\_\_  
William F. X. O'Neil,  
Deputy County Executive

APPROVED AS TO FORM:

By, \_\_\_\_\_  
Carol A. Bogle  
Chief Asst. County Attorney

APPROVED AS TO CONTENT:

Robert H. Balkind  
Robert H. Balkind, P.E.  
Deputy Commissioner

SCHEDULE A  
DESCRIPTION OF ACQUISITION  
Angelo Paternostro, Jr and Deborah Judd-Paternostro  
Map #3, Parcel #3  
Tax Map No.: 135689-6257-04-918364-000





COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS

'EXHIBIT A'  
COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

PLAN 8758-71

MAP NO. 3  
PARCEL NO. 3  
SHEET 2 OF 3

Originals of this map (sheets 1 through 3) are on file at the offices of the Dutchess County Department of Public Works.

ACQUISITION DESCRIPTION:

Type: FEE  
Portion of Real Property Tax Parcel ID No. 135689-6257-04-918364-0000

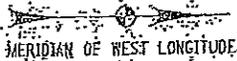
MAP REFERENCES:

Lot No. 25 on certain map entitled "Section 2, Parcel 1; Meadowood Development" filed in the Dutchess County Clerk's office on February 8, 2005 as Filed Map #11210-B.

ANGELO PATERNOSTRO, JR. AND DEBORAH JUDD PATERNOSTRO (REPUTED OWNERS)

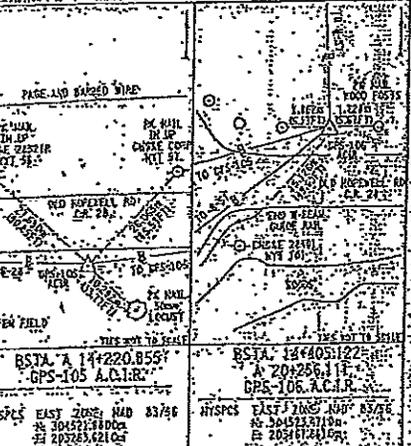
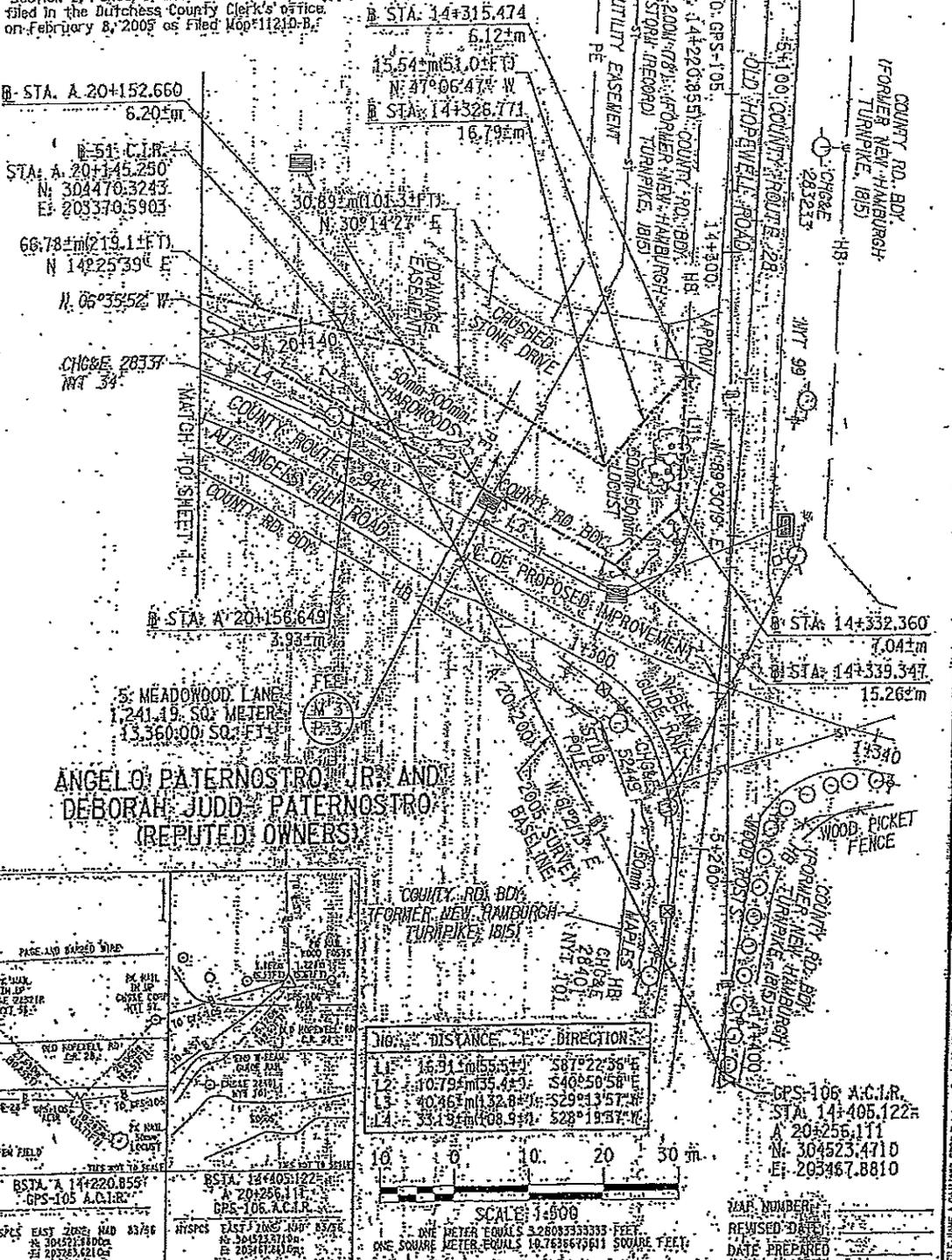
DOCUMENT # 02-2006-6756

TRUE NORTH AT THE 74°30'

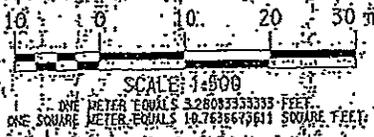


Town of Wappinger  
County of Dutchess  
State of New York

REPUTED OWNERS:  
ANGELO PATERNOSTRO, JR. AND DEBORAH JUDD PATERNOSTRO  
5 MEADOWOOD LANE  
WAPPINGER FALLS NY 12590



NO.	DISTANCE	B.	DIRECTION
L1	15.91m (52.51')	S87°22'38" E	
L2	10.79m (35.42')	S40°50'58" E	
L3	40.46m (132.88')	S29°13'57" E	
L4	33.19m (108.91')	S28°19'37" N	



DPS-106 A.C.I.R.  
STA. 14+406.122  
A 20+256.111  
N. 304523.4710  
E. 203467.8810

MAP NUMBER:  
REVISED DATE:  
DATE PREPARED:



COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS

EXHIBIT A  
COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

FIN 0758.71

MAP NO. 3  
PARCEL NO. 3  
SHEET 3 OF 3

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in fee acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 114 of the Highway Law and the Eminent Domain Procedure Law.

ALL THAT PIECE OR PARCEL OF PROPERTY HERINAFTER DESIGNATED AS PARCEL NO. 3, SITUATE IN THE TOWN OF WAPPINGER, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD), AT THE INTERSECTION OF SAID BOUNDARY WITH THE DIVISION LINE BETWEEN THE PROPERTY OF JAMES E. HEADY AND EILEEN P. HEADY (REPUTED OWNERS) ON THE SOUTH AND THE PROPERTY OF ANGELO PATERNOSTRO, JR. AND DEBORAH JUDD (REPUTED OWNERS) ON THE NORTH, SAID POINT BEING 6.11m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+037.179± OF THE HERINAFTER DESCRIBED SURVEY BASELINE FOR THE COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS; THENCE NORTH 76°-51'-23" WEST ALONG SAID DIVISION LINE 9.64m (31.6 FT.) TO A POINT 15.18m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+040.435± OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF ANGELO PATERNOSTRO, JR. AND DEBORAH JUDD (REPUTED OWNERS) THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) NORTH 19°-19'-08" WEST 3.61m (11.9 FT.) TO A POINT 15.98m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+045.958± OF SAID BASELINE; (2) NORTH 10°-44'-37" WEST 41.61m (136.2 FT.) TO A POINT 13.42m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+091.443± OF SAID BASELINE; (3) NORTH 34°-25'-39" EAST 66.78m (219.1 FT.) TO A POINT 6.20m DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+152.660± OF SAID BASELINE; (4) NORTH 30°-14'-23" EAST 30.89m (101.3 FT.) TO A POINT 16.79m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+326.771± OF SAID BASELINE AND (5) NORTH 87°-08'-47" WEST 15.58m (51.1 FT.) TO A POINT ON THE SOUTHERLY BOUNDARY OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD), THE LAST MENTIONED POINT BEING 6.12m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+315.474± OF SAID BASELINE; THENCE SOUTH 87°-22'-36" EAST ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD) 16.91m (55.5 FT.) TO ITS INTERSECTION WITH THE FIRST MENTIONED WESTERLY BOUNDARY OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD); THE LAST MENTIONED POINT BEING 7.04m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+332.360± OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED WESTERLY BOUNDARY OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) SOUTH 40°-50'-58" EAST 10.74m (35.4 FT.) TO A POINT 15.26m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+339.347± OF SAID BASELINE; (2) SOUTH 29°-13'-57" WEST 40.46m (132.8 FT.) TO A POINT 3.95m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+156.649± OF SAID BASELINE; (3) SOUTH 28°-19'-37" WEST 33.19m (108.9 FT.) TO A POINT 5.96m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+180.688± OF SAID BASELINE; (4) SOUTH 08°-06'-57" WEST 13.75m (45.1 FT.) TO A POINT 10.69m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+185.433± OF SAID BASELINE; (5) SOUTH 02°-08'-47" WEST 7.01m (23.0 FT.) TO A POINT 11.76m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+098.503± OF SAID BASELINE; (6) SOUTH 06°-39'-03" EAST 20.96m (68.8 FT.) TO A POINT 11.73m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+073.542± OF SAID BASELINE; AND (7) SOUTH 14°-31'-13" EAST 40.75m (133.7 FT.) TO THE POINT OF BEGINNING SAID PARCEL BEING 1.241± SQUARE METERS (0.360± SQUARE FEET) MORE OR LESS.

SUBJECT TO THE EASEMENT RIGHTS WHICH APPLY TO A DRAINAGE AND UTILITY EASEMENT AS SHOWN ON THE ABOVE MAP AND DESIGNATED AS AN EXISTING DRAINAGE AND UTILITY EASEMENT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2005 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION A 20+000.000; THENCE NORTH 06°-35'-52" WEST TO STATION A 20+145.250; THENCE NORTH 61°-21'-13" EAST TO STATION 14+405.422 = A 20+256.111; ALSO BEGINNING AT STATION 14+220.855; THENCE NORTH 89°-30'-19" EAST TO STATION 14+405.422 = A 20+256.111.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: 10/26 2015

[Signature]  
Neil H. S. Kline, AIA, ASLA  
Commissioner of Public Works



Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map is an accurate description and map made from an accurate survey prepared under my direction.

Date: 10/26 2015

[Signature]  
Joseph J. Molinaro, Land Surveyor  
P.L.S. License No. 050314

M.J. Engineering and Land Surveying, P.C.  
1333 Crescent Road  
Citation Park, NY 12065

Recommended by

Date: Oct 23 2015

[Signature]  
Robert H. Bokling, P.E.  
Deputy Commissioner

MAP NUMBER \_\_\_\_\_  
REVISED DATE \_\_\_\_\_  
DATE PREPARED \_\_\_\_\_

RESOLUTION NO. 2014272

RE: ADOPTION OF FULL ENVIRONMENTAL ASSESSMENT FORM AND NEGATIVE DECLARATION OF SIGNIFICANCE FOR PROPOSED HIGHWAY IMPROVEMENTS ON OLD HOPEWELL ROAD (CR28) (PIN 8755.44) AND RECONSTRUCTION OF OLD HOPEWELL ROAD (CR28) ALL ANGELS HILL ROAD (CR94) INTERSECTION, TOWN OF WAPPINGER (PIN 8758.71)

Legislators MICCIO, SURMAN, HUTCHINGS, BOLNER, INCORONATO, and KELSEY offer the following and move its adoption:

WHEREAS, Dutchess County is considering two proposed projects: PIN 8755.44 – Rehabilitation of Old Hopewell Road (CR 28), US Route 9 to All Angels Hill Road (CR94) and PIN 8758.71 – Old Hopewell Road (CR28)/All Angels Hill Road (CR94) Intersection Improvements, which project is located in the Town of Wappinger, County of Dutchess, and

WHEREAS, the proposed projects consist of highway improvements on Old Hopewell Road, from NYS Route 9 to All Angels Hill Road (CR94), and reconstruction of the Old Hopewell Road/All Angels Hill Road Intersection, in the Town of Wappinger, Dutchess County, and

WHEREAS, the Legislature has reviewed the Full Environmental Assessment Form (EAF) for the involved action, a copy of which is annexed hereto, prepared by the Department of Public Works and agrees with its conclusion that the involved projects will not have a Significant Negative Impact on the Environment, based on the criteria provided in 6 NYCRR 617.7(a)-(c), and

WHEREAS, the Legislature has reviewed the attached Notice of Determination of Non-Significance prepared by the Department of Public Works and agrees with the reasons supporting this determination provided in this notice, now, therefore, be it

RESOLVED, that Dutchess County hereby approves and adopts the attached Full Environmental Assessment Form and Notice of Determination of Non-Significance for the Rehabilitation of Old Hopewell Road (CR 28), US Route 9 to All Angels Hill Road (CR94) and Old Hopewell Road (CR28)/All Angels Hill Road (CR94) Intersection Improvements in accordance with 6 NYCRR 617.7(a)-(c).

CA-179-14

CAB/ca/R-0931-B

9/12/14

Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

APPROVED  
*Marcus J. Molinaro*  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 10/17/2014

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14<sup>th</sup> day of October 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14<sup>th</sup> day of October 2014.

*Carolyn Morris*  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

KeyCite Yellow Flag - Negative Treatment  
Proposed Legislation

McKinney's Consolidated Laws of New York Annotated  
Environmental Conservation Law (Refs & Annos)  
Chapter 43-B. Of the Consolidated Laws (Refs & Annos)  
Article 8. Environmental Quality Review (Refs & Annos)

McKinney's ECL § 8-0105

§ 8-0105. Definitions

Currentness

Unless the context otherwise requires, the definitions in this section shall govern the construction of the following terms as used in this article:

1. "State agency" means any state department, agency, board, public benefit corporation, public authority or commission.
2. "Local agency" means any local agency, board, district, commission or governing body, including any city, county, and other political subdivision of the state.
3. "Agency" means any state or local agency.
4. "Actions" include:
  - (i) projects or activities directly undertaken by any agency; or projects or activities supported in whole or part through contracts, grants, subsidies, loans, or other forms of funding assistance from one or more agencies; or projects or activities involving the issuance to a person of a lease, permit, license, certificate or other entitlement for use or permission to act by one or more agencies;
  - (ii) policy, regulations, and procedure-making.
5. "Actions" do not include:
  - (i) enforcement proceedings or the exercise of prosecutorial discretion in determining whether or not to institute such proceedings;
  - (ii) official acts of a ministerial nature, involving no exercise of discretion;
  - (iii) maintenance or repair involving no substantial changes in existing structure or facility.

6. "Environment" means the physical conditions which will be affected by a proposed action, including land, air, water, minerals, flora, fauna, noise, objects of historic or aesthetic significance, existing patterns of population concentration, distribution, or growth, and existing community or neighborhood character.

7. "Environmental impact statement" means a detailed statement setting forth the matters specified in section 8-0109 of this article. It includes any comments on a draft environmental statement which are received pursuant to section 8-0109 of this article, and the agency's response to such comments, to the extent that such comments raise issues not adequately resolved in the draft environmental statement.

8. "Draft environmental impact statement" means a preliminary statement prepared pursuant to section 8-0109 of this article.

**Credits**

(Added L.1975, c. 612, § 1. Amended L.1976, c. 228, § 1; L.1977, c. 252, § 2.)

McKinney's E. C. L. § 8-0105, NY ENVIR CONSER § 8-0105  
Current through L.2016, chapters 1 to 32, 50 to 53, 55, 56.

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End of Document

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