TOWN OF FORESTBURGH

PLANNING BOARD APPLICATION

(revised, November, 2026)

TOWN OF FORESTBURGH
PLANNING BOARD
332 King Road
Forestburgh, New York 12777
845-794-0611 x23

APPLICATION

Date of Application: _____

Applicant's name: _____

Applicant's address: _____

Applicant's telephone: _____ Email: _____

Owner's name: _____

Owner's address: _____

Owner's telephone: _____ Email: _____

Address of Project: _____

Section: _____ Block: _____ Lot: _____ Zone: _____

Existing Use: _____

Proposed Use: _____

Nature of Project (check one):

Lot improvements or Natural Land Division (§ 148-10) _____

Land Division (§148-11) _____

Lot Line Revision (§148-12) _____

Subdivision:

Minor (§ 148-13,14)_____

Major (§148-15,16,17)_____

Conservation (§148-18) _____

Site Plan Approval_____ {new or Amendment)

Special Use Permit _____

Other (specify) _____

The following must be submitted to the Planning Board (c/o the Forestburgh Town Clerk) in pre-packaged envelopes ready for delivery (SEE INSTRUCTIONS):

1) Letter of explanation briefly describing the project and the relief being sought
2) Completed Short-Form EAF . (https://www.dec.ny.gov/permits/6191.html
3) Completed DEC mapper for Project Location (https://gisservices.dec.ny.gov/eafmapper/?_gl=1*1op9mm8*_ga*MTc1Nzc3NzgzMC4xNzc2NjE5Njkx*_ga_QEDRGF4PYB*czE3Nzg3MDQ0MzMkbzQkZzEkdDE3Nzg3MDQ1NTEkajI3JGwwJGgw
4) Proof of ownership (deed)

5) If applying as non-property owner, Owner's Proxy (form attached) including owner's deed

6) Signed Town of Forestburgh Agreement for the Payment of Review Expenses. (Attached)

7) Receipt of Fees Paid

GENERAL INSTRUCTIONS:

A: Applicants must submit **and original and 13 packaged copies** of all required materials to the Town Hall on or before 12:00 PM (noon) fifteen (15) calendar days before the next Planning Board meeting – Generally the fourth Tuesday of the month at 7pm. See schedule of meetings. All materials submitted must **also** be submitted electronically to Forestburghplanningboard@gmail.com If the submission date falls on a holiday, then the paper copies of the application materials the last business day before the holiday becomes the last day to submit, otherwise the Planning Board may determine to delay consideration or review of the application until the following meeting. If, for whatever reason, Town Hall is not open on the Monday when the package is to be submitted, then before noon on the following day. Electronic copies must be delivered no less than 15 days prior to the meeting. This same timetable and requirement of both paper and electronic submissions also apply to submissions made in advance of following meetings. In addition to those submission requirements, paper copies shall be delivered directly by the applicant to the Planning Board Attorney and the Planning Board engineer:

Planning Board Attorney:
Javid Afzali, Esq
Harris Beach Murtha
677 Broadway Suite 1101
Albany, NY 12207

Planning Board Engineer
Matthew Sickler, PE
MHE Engineering
33 Airport Center Drive Suite 1
New Windsor, NY 12553

B. Separate checks must be made for the Application fee and the Escrow fee. (fee schedule attached) Application fee and escrow must be paid before matter is placed on the agenda. Agreement for payment of Review Expenses must be signed by the Applicant.

C. The Applicant, or their agent must appear in person at the meeting, or the application will be removed from the agenda. If an applicant has failed to appear or the Application has not been supported by submission of requested or required materials after six (6) months, or the escrow has not been replenished when required by the Planning Board for 3 months, The Planning Board may deem the application abandoned without further notice. If an application is deemed abandoned, applicant will be so advised, and any unused escrow funds will be returned to the applicant. Once abandoned, any further application for the same parcel will be treated as a new application.

D. Where the nature of the application requires a public hearing, all expenses of providing notice shall be borne by the applicant. Applicant will be advised by the Board, when the date for the public hearing is set or before, what the requirements will be for the notice to the public and interested parties and agencies.

E. Please refer to the pertinent town code sections for all of the requirements to obtain the relief sought.
https://ecode360.com/FO0593?needHash=true

Owner's Proxy before the Forestburgh Planning Board

INDIVIDUAL/PARTNERSHIP OWNER

(Owner/Partner/Manager)_____ deposes and says he/she resides at

_____

and that he/she/it is the owner of the premises described in the attached application located at

_____.

The owner has authorized _____ to make the attached application and to appear before the Planning Board and authorizes Planning Board Members, other town officials and consultants to enter upon the premises to inspect conditions thereon in connection with the application

_____
Owner/Partner/Manager Signature

Sworn to before me this
_____ day of _____, 20____.

_____
Notary Public

Owner's Proxy before the Forestburgh Planning Board

CORPORATE OWNER

(Entity Name)_____has a principal place of business located at

_____

and is the owner of the premises described in the attached application located at

_____.

The President/Managing Member of this entity is _____.

Pursuant to the attached Resolution, this entity has authorized

to make the attached application and to appear before the Planning Board, and authorizes Planning Board Members other town officials and consultants to enter upon the premises to inspect conditions thereon in connection with the application.

_____

President/Secretary/Member signature

Sworn to before me this

_____ day of _____, 20____.

_____

Notary Public

Town of Forestburgh Planning Board
Schedule of 2026 Monthly Meetings

MEETING DATES	APPLICATION DEADLINE
June 30, 2026	June 15, 2026
July 28, 2026	July 13, 2026
August 25, 2026	Aug 10, 2026
September 22, 2026	September 7, 2026
October 27, 2026	October 12, 2026
November 24, 2026	November 9, 2026
December 15, 2026	November 30, 2026

Applicant should call to confirm date of meeting.
Meetings begin at 7:00pm unless otherwise noted.

TOWN OF FORESTBURGH PLANNING BOARD FEES

ZONING:

SITE PLAN APPLICATION/SPECIAL USE PERIMIT:	$ 325.00
LOT IMPROVEMENT / LOT LINE ADJUSTMENT	$ 250.00
SKETCH PLAN	$ 250.00

SUBDIVISION FEES:

MINOR SUBDIVISON	$ 250.00
LAND DIVISION	$ 250.00
MAJOR & CONSERVATION SUBDIVISION UP TO 10 LOTS	$1,000.00
Each additional lot	$ 100.00
PARKLAND FEE – per lot	$ 2,000.00

TOWN OF FORESTBURGH PLANNING BOARD ESCROW FEES

FEES INCURRED BY THE PLANNING BOARD FOR THE SERVICES OF THE TOWN ATTORNEY AND ENGINEER ARE PAID BY THE APPLICANT, FROM AN ESCROW FUND. THE FOLLOWING ESCROW FEES ARE TO BE PAID AT THE TIME OF APPLICATION AND ARE TO BE REPLENISHED AS REQUIRED. IF ESCROW FUNDS ARE NOT REPLENISHED WHEN REQUIRED BY THE BOARD, FURTHER PROCESSING OF THE APPLICATION WILL BE SUSPENDED UNTIL THE ESCROW IS REPLENISHED.

1. SKETCH PLAN REVIEW.....$1,000.00
2. SITE PLAN REVIEWING ONLY: $1,000.00
3. SITE PLAN REVIEW AND SPECIAL USE PERMIT $2,000.00
4. LOT INE IMPROVEMENT / LOT LINE ADJUSTMENT...$ 750.00
5. LAND DIVISION / NATURAL SUBDIVIVISION.....$ 750.00
6. SUBDIVISION, MINOR .....$ 750.00
7. SUBDIVSION, MAJOR AND CONSERVATION $2,000.00

Fees stated cover both attorney and engineering services

TOWN OF FORESTBURGH

AGREEMENT FOR THE PAYMENT OF REVIEW EXPENSES

APPLICANT: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

PROJECT DESCRIPTION: _____

PROPERTY OWNER: _____

APPLICATION SUBMISSION DATE: _____

APPLICANT CONTACT EMAIL: _____

This ESCROW AGREEMENT dated as of below by and among Applicant having an address at _____ and the Town of Forestburgh, a municipal corporation duly organized and existing under the laws of the State of New York and having its offices at 933 County Route 401, Forestburgh, NY, (Town). Applicant and Town are collectively referred to herein as the "Parties".

WHEREAS, Applicant is in the process of preparing and submitting the Application to the Town of Forestburgh Planning Board in connection with the Project located within the Town of Forestburgh, New York; and

WHEREAS, the Application is anticipated to require, among other things, certain technical review by professional consultants;

WHEREAS, the Town is authorized under Town Code Chapter 82 to require Applicant to reimburse the Town for legal, engineering and technical consulting services expended in connection with the Town's evaluation and review of the Application;

WHEREAS, Town Code § 82-4 (B) sets forth the applicable procedure for establishing an initial escrow amount; and

WHEREAS, under Town Code § 82-4 (B) (5), Applicant may waive such procedures and execute an escrow agreement in a form approved by the Town, and deposit funds to the escrow account pursuant to the terms of such agreement.

NOW THEREFORE, in consideration of the mutual promises herein, the Town and Applicant hereby agree as follows:

1. Applicant shall reimburse the Town in full for all reasonable and necessary engineering, legal and other professional consulting fees incurred in connection with the Town's review of the Application. Applicant shall not be required to reimburse the Town for any legal, engineering or other professional consulting fees associated with any litigation related to the Application or the Project.

2. Upon execution of this Agreement, Applicant shall deposit the sum of $_____ with the Forestburgh Town Clerk, who shall hold the funds in escrow in a non-interest bearing account to be used to pay the reasonable and necessary engineering, legal and/or other professional consulting fees incurred in the review of the Application.

3. The Town shall submit an itemized bill to Applicant, at least ten (10) days prior to any deduction of such amount billed from the escrow account being established herein. If Applicant disputes or objects to any fee or expense on the itemized bill, it shall promptly notify the Town Supervisor, in writing, within five (5) days after receiving the itemized bill. The Town Supervisor shall not pay the disputed fee or expense from the escrow account until the dispute has been resolved in writing between the Town and Applicant either by mediation, negotiation, court order or otherwise.

4. The Town Board shall review and audit all professional consulting invoices incurred under this Agreement and shall approve payment of only such expenses and fees as are reasonable in amount and necessarily incurred by the Town.

5. Should the sums being maintained in the escrow account by the Town of Forestburgh become reduced to the point where there remains $500 or less in said escrow account, upon receipt of written notice of such balance from the

Town, Applicant will be required to replenish the escrow account with a deposit of an amount acceptable to the Town, which may be specified in the written notice. Failure on the part of Applicant to timely make such replenishment may result in the suspension of all activities by the Town in connection with the review or determination of any pending Application(s).

6. In the event the sums maintained in the escrow account are insufficient to satisfy any outstanding invoices, the Applicant shall pay those amounts and agrees to indemnify the Town against any liability for those outstanding amounts.

7. Upon completion of the Town's review of the Project, any balance remaining in the escrow account shall be refunded to Applicant within thirty (30) days of the submission and payment of the Town's final bill by Applicant and payment in full of all application and approval fees by Applicant.

8. In the event Applicant withdraws the Application, any balance remaining in the escrow account shall be refunded to Applicant within sixty (60) days of the Town's receipt of a written notice of such withdrawal (the "Withdrawal Date"), provided that all outstanding invoices and application and approval fees incurred by the Town for review of the Application prior to the Withdrawal Date have been paid.

9. The Town shall not charge Applicant any other fee to review the Application other than the fees and expenses set forth under this agreement or any application fee as established by the Town.

10. This Agreement constitutes the entire and exclusive agreement between Applicant and the Town concerning the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or understandings.

11. No modifications to this Agreement shall be effective unless in writing and signed by both parties.

12. This Agreement shall be binding on and inure to the benefit of the respective parties. Any rights under this Agreement may not be transferred or assigned without written consent by the Town. This Agreement is not intended to create any rights or remedies in favor of any person who is not a signatory to this Agreement, or in any way create any third-party beneficiary rights or remedies.

13. This Agreement shall be deemed to have been mutually drafted and shall be construed fairly and in accordance with its terms. No party shall be entitled to any presumption or construction in such party's favor

as a result of any party assuming the burden of memorializing the parties' agreement hereunder.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Faxed or e-mailed signatures to this Agreement shall be binding for all purposes.

15. Each party shall bear its own legal and other professional expenses or similar fees, in connection with the preparation, negotiation and execution of this Agreement.

16. This Agreement shall be governed by the laws of the State of New York without reference to the conflict of laws rules thereof.

APPLICANT

_____

By:

Title:

Date:

TOWN OF FORESTBURGH

_____

By:

Title: Chairman, Forestburgh Planning Board

TOWN OF FORESTBURGH PLANNING BOARD
REQUEST FOR APPROVAL OF
FIRE CHIEF OF FIRE DISTRICT OF PROJECT LOCATION

Applicant: _____

Location: _____

Tax Map Parcel: _____

Drawing Entitled: _____

Prepared By: _____

Drawing Reviewed: _____ **Last Revised:** _____

Recommended _____ **Not Recommended** _____

Approved with Comments _____

Additional Comments: _____

_____

_____

_____

_____ _____

Signature **Date**
Fire Chief of Fire District
Of Project Location

cc: Planning Board, Town of Forestburgh
Code Enforcement Officer, Town of Forestburgh

TOWN OF FORESTBURGH PLANNING BOARD
REQUEST FOR APPROVAL OF
SUPERINTENDENT OF HIGHWAYS
OF THE TOWN OF FORESTBURGH

Applicant: _____

Location: _____

Tax Map Parcel: _____

Drawing Entitled: _____

Prepared By: _____

Drawing Reviewed: _____ **Last Revised:** _____

Recommended _____ **Not Recommended** _____

Approved with Comments _____

Additional Comments: _____

_____

_____

_____

_____ _____

Signature **Date**
Fire Chief of Fire District
Of Project Location

cc: Planning Board, Town of Forestburgh
Code Enforcement Officer, Town of Forestburgh

TOWN OF FORESTBURGH
AGREEMENT FOR THE PAYMENT OF REVIEW EXPENSES

APPLICANT: _____

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PROJECT LOCATION: _____

PROJECT DESCRIPTION: _____

PROPERTY OWNER: _____

APPLICATION SUBMISSION DATE: _____

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APPLICANT

_____
By:
Title:
Date:

TOWN OF FORESTBURGH

_____
By:
Title:
Date: