

**Town of Rotterdam
Planning Commission
January 9, 2024**

Workshop

1. Appointment of Planning Commission Vice-Chairman for the year of 2024

Agenda

Approval of the Summary of Minutes December 19, 2023

1. **David Gazillo - Casey & Amber Brower – Anna Court.** Sketch Two (2) Lot Boundary Line Adjustment Subdivision - Lot 1 = ±35,712 square feet with proposed single-family residence and Lot 2 = ±18,386 square feet with proposed single-family residence. Engineer: ABD Engineers LLC.
2. **Burdeck Street Development, LLC – 784 Burdeck Street.** Sketch Two (2) Lot Subdivision: Lot 1 = ±23,420 square feet with existing contractor shop, Lot 2 = ±71,607 square feet for future development. Engineer: ABD Engineers LLC.

DPW Comments
January 9, 2024

1. **David Gazillo - Casey & Amber Brower – Anna Court.** Sketch Two (2) Lot Boundary Line Adjustment Subdivision - Lot 1 = ±35,712 square feet with proposed single-family residence and Lot 2 = ±18,386 square feet with proposed single-family residence. Engineer: ABD Engineers LLC.

1. Applicant is adding two additional parcels to the existing Lot #1 of the original Anna Court subdivision and proposing creation of two building lots.
2. The original Anna Court subdivision was filed with Schenectady County on May 23, 2005 (Book/Page MISC/18/415).
3. A lot line adjustment with Gazillo and Brower was filed with Schenectady County on November 4, 2022 (Book/Page MISC/68/376).
4. Perform perc tests at septic location for both lots.
5. Update SEAF for current project.

SEQR Requirement: 6 NYCRR 617 Unlisted Action. Rotterdam Planning Commission should declare lead agency.

Involved/Interested Agencies

Schenectady County Economic Development and Planning
Schenectady County Department of Health
Rotterdam Highway Department
Rotterdam Police Department
Fire District #6
Schalmont School District

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DEC 29 2023

TOWN OF ROTTERDAM
PUBLIC WORKS



Town of Rotterdam

Office of the Planning Commission

All requested information shall be provided and must be filled out in black ink or typed for photocopying purposes.

**TOWN OF ROTTERDAM
SUBDIVISION APPLICATION**

Initial Sketch Plan \$150
Final Major Subdivision \$200 per lot
Final Minor Subdivision \$160 per lot
Parkland Fees \$1,000 per additional lot created or \$600 per unit (MULTI-FAMILY)
Advertising Fee = Actual cost of legal notices

**PART II
GENERAL INFORMATION**

Legal Owner's Name: David Gazillo (TM 48.17-2-1) & Casey & Amber Brower (TM 48.17-2-8.22)
Mailing Address: 3101 Thompson Street 98 Kellar Avenue
City: Schenectady State: NY Zip: 12306
Daytime Phone: 518-365-6100 E-mail: _____

If the applicant does not own the property, prepare the endorsement at the end of this form establishing owner's authorization of the applicant's proposed subdivision of his land.

Owner's Designated Contact: Joseph J. Bianchine, P.E. & Robert D. Davis, Jr. P.L.S., ABD Engineers & Surveyors, LLP
Mailing Address: 411 Union Street
City: Schenectady State: NY Zip: 12305
Daytime Phone: 518-377-0315 E-mail: joe@abdeng.com
If you do not hold title to property, what is your interest in it? Engineer/Surveyor

Street Address of Proposed Site (if any): 101 Anna Court

Project/Proposal Site Area: (Acres or sq. ft.) 0.82 AC

Assessor Tax Parcel No.(s) of Proposal Site: 48.17-2-1, 8.22

Describe Existing Use(s) on Proposed Site: (buildings, well, sewer drainfield, etc.) _____
101 Anna Court - Vacant Land

98 Kellar Avenue - Vacant

Existing Zoning Classification: R-1

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)
101 Anna Court, off Old Fort Road, 300' south of Mariaville Road

Does any Town officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES _____ NO . If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

Width of Property Fronting on Public Road in Linear Feet: Anna Court - 189 feet

I have attached a legal description of the proposed site: Yes () No
(All applications must contain an attached legal description stamped by the Land Surveyor. Include the legal description for the entire area to be subdivided on a preliminary subdivision map.)

I have included a copy of the deed(s) of the proposed site: Yes () No
(All applications must contain a current deed of the proposed site)

I have attached a vicinity map of the proposed site: Yes () No
(All applications must contain a vicinity map indicating at a minimum the location and distances to the nearest cross streets)

What impact will the proposed subdivision have on the adjacent properties? _____
2 new houses

What factors support this subdivision? _____
Lots meet all Town requirements

What measures do you propose to mitigate your proposal's impact upon or otherwise to make appropriate provision for open spaces, drainage waste, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools, and school grounds, and impacts which relate to the public health, safety and general welfare?
Lots meet all Town requirements

SUBDIVISION INFORMATION

Number of Lots: 2
Typical Lot Size: 0.4 AC
Smallest Lot Size: 0.4 AC

Gross Area: 0.82 AC
Proposed Net Density: 0.41 units per acre
Minimum Frontage: 125'

Proposed Source of Water: Public System Private Community System Individual Wells
 Other, please describe _____

Proposed Means of Sewage Disposal: Public Sewer Community System Dry Sewer
 Septic Tank & Drain field Other, please describe _____

Do You Have Any Plans for Future Additions, Expansions or Further Activity Related to this Proposal?

Yes No If yes, please explain: _____

PRELIMINARY SUBDIVISION IMPROVEMENT INFORMATION

Level of Street Improvements Proposed:

- Public Roads
- Arterial Roads

Describe Any Combination of Above: Anna Court

Estimated Time Period Expected for Complete Development of Subdivision: 2 years

Is phasing of the finalization of the subdivision proposed?

- Yes. If yes, show phasing on subdivision map.
- No.

Is dedication of land for public use proposed? (Roads, parks, schools, open space, others)

- Yes. If yes, please explain below:
- No.

101 ANNA COURT ADJOINER LIST

PEDRO J. PEREZ-DIAZ
TM#48.17-2-22
1 OLD FORT AVENUE
SCHENECTADY, NY 12306

DAVID W. A. STARR
TM#48.17-2-23
1257 MAIN STREET
ROTTERDAM JUNCTION, NY 12150

MICHAEL C. & DANIELLE N. MAJKUT
TM#48.17-2-3.1
109 KELLAR AVENUE
SCHENECTADY, NY 12306

MICHAEL C. & DANIELLE N. MAJKUT
TM#48.17-2-4
109 KELLAR AVENUE
SCHENECTADY, NY 12306

ANDREW SOROKEY, SR. &
SHELLY SOROKEY
TM#48.17-2-5
105 KELLAR AVENUE
SCHENECTADY, NY 12306

ASSUNTA MAROTTA
TM#48.17-2-6
101 KELLAR AVENUE
SCHENECTADY, NY 12306

CASEY & AMBER BROWER
TM#48.17-2-8.3
93 KELLAR AVENUE
SCHENECTADY, NY 12306

GLEN L. & TERI GALLUCCI
TM#48.17-2-11.111
104 ANNA COURT
SCHENECTADY, NY 12306

INCLUDE WITH PART II

SURVEYOR/ENGINEER VERIFICATION

I, the undersigned, a licensed land surveyor, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Joseph J. Blanchine, P.E. & Robert D. Davis, Jr. P.L.S., ABD Engineers & Surveyors, LLP
Name: License No 050226 51060
Address: 411 Union Street, Schenectady, NY 12305
Telephone No. 518-377-0315
E-mail or Fax: joe@abdeng.com bob@abdeng.com

INCLUDE WITH PART II

LEGAL OWNER SIGNATURE

(Signature of legal owner(s) or representative(s) as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that (I)(we) (am)(are) the owner(s) of record of the area proposed for the previously identified land use action, or, if not the owner(s), attached herewith is written permission from the owner(s) authorizing my actions on his or her behalf.

#1 Name: David Gazillo (DMG Capital Properties, LLC)

Date: 12/24/13

Address: 3101 Thompson Street

Phone: 518-365-6100

Schenectady, NY 12306

Zip: [handwritten mark]

[Handwritten Signature]
Signature of Applicant or Representative

Date

#2 Name:

Date:

Address:

Phone:

Zip:

Signature of Applicant or Representative

Date

STANDARD FORM CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND ALL PARTIES TO THE CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING.

1. IDENTIFICATION OF PARTIES TO THE CONTRACT:

- A. **SELLER** - The Seller is Casey Brower and Amber Brower, residing at 93 Kellar Avenue, Schenectady, NY 12306 (the word "Seller" refers to each and all parties who have an ownership interest in the property).
- B. **PURCHASER** - The Purchaser is David Gazzillo, residing at 3101 Thompson Street, Schenectady, NY 12306, (the word "Purchaser" refers to each and all of those who signed below as Purchaser).

2. PROPERTY TO BE SOLD:

The property and improvements which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as a portion of 93 Kellar Avenue, Schenectady, NY 12306 located in the Town of Rotterdam in Schenectady County, State of New York (SBL: 48.17-2-8.22). This property includes all of the Seller's rights and privileges, if any, to all land, water, streets and roads annexed to, and on all sides of the property. The lot size of the property is 0.265 acres, as per subdivision.

3. ITEMS INCLUDED IN SALE:

Awnings, Heating/Central Air, Storm & Screen Doors, Built-in Appliances & Cabinet, Lighting Fixtures & Paddle Fans, Storm Windows & Screens, Built-in Closet Systems, Plumbing Fixtures, Smoke & Carbon Monoxide Detectors, Drapery Rods & Curtain Rods, Pumps, Television Aerials & Satellite Dishes, Electric Garage Door Opener(s) & Remote(s), Security & Alarm System(s), Wall-to-Wall Carpeting as placed, Fencing, Shades & Blinds, Water Filters & Treatment Systems, Doors and/or Screen, Shrubs, Trees, Plants. The items listed above, if now in or on said premises, and owned by the Seller free from all liens and encumbrances, are included in the sale "as is" on the date of this offer, together with the following items: All Appliances to remain as placed and in working order at the time of closing.

4. ITEMS EXCLUDED FROM SALE:

The following items are excluded from the sale: N/A

5. PURCHASE PRICE:

The purchase price is Two Thousand Five Hundred AND 00/100 DOLLARS (\$2,500.00). The Purchaser shall pay the purchase price as follows:

- A. \$ _____ refundable deposit to be made payable to Seller's Attorney Escrow Account
- B. \$ _____ additional deposit upon execution of contract
- C. ~~_____~~ In cash, certified check, bank draft or attorney escrow account check at closing
- D. ~~_____~~ Total NET TO SELLER

6. MORTGAGE CONTINGENCY CASH TRANSACTION

~~A. This Agreement is contingent upon Purchaser obtaining approval of a Conventional mortgage loan of for a term of not more than 30 years at an initial fixed interest rate not to exceed PREVALING RATE percent. Purchaser agrees to use diligent efforts to obtain said approval and shall apply for the mortgage loan within 5 business days after the Seller has accepted this contract. Purchaser agrees to apply for such mortgage loan to at least one lending institution or licensed mortgage broker. Upon receipt of a written mortgage commitment or in the event Purchaser chooses to waive this mortgage contingency, Purchaser shall provide notice in writing to SELLER'S ATTORNEY of Purchaser's receipt of the mortgage commitment or of Purchaser's waiving of this contingency. Upon receipt of such notice this contingency shall be deemed waived or satisfied as the case may be. In the event notice as called for in the preceding sentence has not been received on or before then either Purchaser or Seller may within five business days of such date terminate, or the parties may mutually agree to extend, this contract by written notice to THE SELLER'S ATTORNEY. Upon receipt of termination notice from either party, and in the case of notice by the Purchaser, proof of Purchaser's inability to obtain said mortgage approval, this agreement shall be cancelled, null and void and all deposits made hereunder shall be returned to the Purchaser.~~

~~B. Seller's Contribution: At closing, as a credit toward prepaids, closing costs and/or points, Seller shall credit to Purchaser \$N/A or _____% of the X Purchase Price or mortgage amount.~~

Purchaser's Initials

DB

Seller's Initials

CB

7. **MORTGAGE EXPENSE AND RECORDING FEES:** The Mortgage Recording Tax imposed on the mortgagor, mortgage and deed recording fees, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage, shall be paid by the Purchaser.

8. **OTHER TERMS (if any):** This contract is not subject to existing tenancies, small notification shall be a sufficient form of notice under this contract, Buyer to be responsible for all costs and expenses associated with any subdivision approvals required, Contingent upon partial release of mortgaged premises.

9. **TITLE AND SURVEY:**

A 40-year abstract of title, tax search and any continuations thereof, or a fee title insurance policy, shall be obtained at the expense of Purchaser or Seller. (If both boxes are checked, the option of whether an Abstract of Title or fee policy is provided shall be that of the party paying for same.) The Seller shall cooperate in providing any available survey, abstract of title or title insurance policy information, without cost to Purchaser. The Purchaser shall pay the cost of updating any such survey or the cost of a new survey.

10. **CONDITIONS AFFECTING TITLE:** The Seller shall convey and the Purchaser shall accept the property subject to all covenants, conditions, restrictions and easements of record and zoning and environmental protection laws so long as the property is not in violation thereof and any of the foregoing does not prevent the intended use of the property for the purpose of SINGLE FAMILY DWELLING; also subject to any existing tenancies, any unpaid installments of street and other improvement assessments payable after the date of the transfer of title to the property, and any state of facts which an inspection and/or accurate survey may show, provided that nothing in this paragraph renders the title to the property unmarketable.

11. **DEED:** The property shall be transferred from Seller to Purchaser by means of a **Warranty Deed**, furnished by the Seller. The deed and real property transfer gains tax affidavit will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. If the Seller is transferring the property as an executor, administrator, trustee, committee, or conservator, the deed usual to such cases shall be accepted.

12. **NEW YORK STATE TRANSFER TAX, ADDITIONAL TAX AND MORTGAGE SATISFACTION:** The Seller shall pay New York State Real Property Transfer Tax imposed by Section 1402 of the Tax Law and further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages. If applicable, the Purchaser shall pay the Additional Tax (a/k/a the "Mansion Tax" or "Luxury Tax") imposed by Section 1402-a of the Tax Law on transfers of \$1,000,000 or more.

13. **TAX AND OTHER ADJUSTMENTS:**

The following, if any, shall be apportioned so that the Purchaser and Seller are assuming the expenses of the property and income from the property as of the date of transfer of title:

- a. Rents and security deposits. Seller shall assign to Purchaser all written leases and security deposits affecting the premises.
- b. Taxes, sewer, water, rents, and condominium or homeowner association fees
- c. Municipal assessment yearly installments except as set forth in Item "10".
- d. Fuel, based upon fair market value at time of closing as confirmed by a certification provided by Seller's supplier.

14. **RIGHT OF INSPECTION AND ACCESS:** Purchaser and/or representative shall be given access to the property for any tests or inspections required by the terms of this contract upon reasonable notice to the Seller or a representative. Purchaser and/or a representative shall be given the right of inspection of the property, at a reasonable hour, within 48 hours prior to transfer of title.

15. **TRANSFER OF TITLE/POSSESSION:** The transfer of title to the property from Seller to Purchaser will take place at the office of the lender's attorney if the Purchaser obtains a mortgage loan from a lending institution. Otherwise, the closing will be at the office of the attorney for the Seller. The closing will be within 30 days of all approvals. Possession shall be granted upon transfer of title unless otherwise mutually agreed upon in writing signed by the parties.

16. **DEPOSITS:** It is agreed that any deposits by the Purchaser are to be deposited with the Seller's Attorney in their escrow account, as part of the purchase price. If the Seller does not accept the Purchaser's offer, all deposits shall be returned to Purchaser. If the offer is accepted by the Seller, all deposits will be held in escrow by the Seller's Attorney and deposited into the Seller's Attorney's escrow account until the contingencies and terms have been met. The Purchaser will receive credit on the total amount of the deposit toward the purchase price, if the contingencies and terms contained herein cannot be resolved, or in the event of default by the Seller or the Purchaser, the deposit will be held by the Seller's Attorney pending a resolution of the disposition of the deposits. If the Seller's Attorney holding the deposit determines, in its sole discretion, that sufficient progress is not being made toward a resolution of the dispute that Seller's Attorney may commence an interpleader action and pay the deposit monies into Supreme court of the county where the property is located. The Seller's Attorney's reasonable costs and expenses, including attorney's fees, shall be paid from the deposit upon the resolution of the interpleader action and the remaining net proceeds of the deposit shall be disbursed to the prevailing claimant.

17. **TIME PERIOD OF OFFER:**

Purchaser and Seller understand and agree that, unless earlier withdrawn, this offer is good until 6:00 p.m. on November 28, 2022, and if not accepted by the Seller prior to that time, then this offer becomes null and void.

Purchaser's Initials

DDJ

Seller's Initials

DDJ

18. REAL ESTATE BROKER AND COOPERATING BROKER COMPENSATION:

A. REAL ESTATE BROKER: The Purchaser and Seller agree that No Brokers brought about the sale, and Seller agrees to pay the brokerage commission as set forth in the listing agreement and Purchaser agrees to pay brokers' commission as set forth in the buyer's broker agreement, if applicable.

B. COOPERATING BROKER COMPENSATION: The Cooperating Broker shall be paid 2.5% of the purchase price of ~~XXXX~~ no later than closing. The amount paid shall be credited to the Purchaser as part of the purchase price and to the Seller as part of the commission due the listing broker. The Cooperating Broker agrees to apply this amount against its commission under any agency agreement with Purchaser. Nothing herein shall be deemed to have altered the agency relationships disclosed.

19. ATTORNEY APPROVAL: This agreement is contingent upon Purchaser and Seller obtaining approval of this agreement by their attorney as to all matters, without limitation. This contingency shall be deemed waived unless Purchaser's or Seller's attorney on behalf of their client notifies THE OTHER ATTORNEY in writing, as called for in paragraph "25", of their disapproval of the agreement no later than 3 business days from acceptance. If Purchaser's or Seller's attorney so notifies, then this agreement shall be deemed cancelled, null and void, and all deposits shall be returned to the Purchaser.

20. CONDITION OF PREMISES: The buildings on the premises are sold "as is" without warranty as to condition, and the Purchaser agrees to take title to the buildings "as is" in their present condition subject to reasonable use, wear, tear and natural deterioration between the date hereof and the closing of title; except that in the case of any destruction within the meaning of the provisions of Section 5-1311, of the General Obligations Law of the State of New York entitled Uniform Vendor and Purchaser Risk Act, said section shall apply to this contract.

21. INSPECTIONS: This agreement is contingent upon all of the following provisions marked with the parties' initials. All those provisions marked with "NA" shall not apply.

Purchaser-Seller-Initial

~~_____~~ **STRUCTURAL INSPECTION:** A determination, by a New York State licensed home inspector, registered architect or licensed engineer, or a third party who is _____, or other qualified person, that the premises are free from any substantial structural, mechanical, electrical, plumbing, roof-covering, water or sewer defects. The term substantial to refer to any individual repair which will reasonably cost over \$1600 to correct.

The following buildings or items on the premises are excluded from this inspection: _____

~~_____~~ **WOOD DESTROYING ORGANISMS (Post-Termite Inspection):** A determination by a Certified Exterminator or other qualified professional that the premises are free from infestation or damage by wood destroying organisms.

~~_____~~ **SEPTIC SYSTEM INSPECTION:** A test of the septic system by a licensed professional engineer, licensed plumber, septic system contractor, County Health Department, or other qualified person indicating that the system is in working order.

~~_____~~ **WELL WATER FLOW AND/OR QUALITY TESTS:** (1) A potability water quality test to meet the standards of the New York State Department of Health to be performed by a New York State approved laboratory, (2) any chemical, metal, inorganic, or other tests as the Purchaser may request, and (3) a flow test to be performed indicating a minimum flow of sufficient quantity to:

- ~~_____~~ (a) obtain mortgage financing on subject property; and/or
- ~~_____~~ (b) to produce _____ gallons per minute for _____ hours

~~_____~~ **RADON INSPECTION:** The Purchaser may have the dwelling located on the property tested by a reputable service for the presence of radon gas. The Seller agrees to maintain a "closed house condition" during the test. "Closed house condition" shall mean that the Seller shall keep the windows closed and minimize the number of times the exterior doors are opened and the time that they are left open. The Seller agrees to comply with all reasonable requirements of the testing service in connection with the test, provided such compliance shall be at no cost to the Seller. If the test reveals that the level of radon gas is four (4) picocuries per liter or higher, the presence of radon gas shall be deemed grounds for cancellation of the contract.

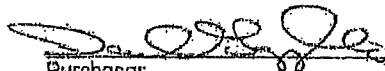
All tests and/or inspections contemplated pursuant to this paragraph "21" shall be completed on or before 12 business days from acceptance, and at Purchaser's expense, and shall be deemed waived unless Purchaser shall notify THE SELLER'S ATTORNEY pursuant to paragraph "23" of this agreement, no later than 14 business days from acceptance of failure of any of these tests and/or inspections. If Purchaser so notifies, and further supplies written confirmation by a copy of the test results and/or inspection report(s), or letter(s) from Inspector, then this entire agreement shall be deemed cancelled, null and void and all deposits made hereunder shall be returned to Purchaser or, at Purchaser's option, said cancellation may be deferred for a period of ten (10) days in order to provide the parties an opportunity to otherwise agree in writing.

22. ADDENDA AND MANDATED FORMS: The following attached addenda are a part of this Agreement.


A. _____ B. _____
C. _____ D. _____ E. _____

23. NOTICES: All notices contemplated by this agreement shall be in writing, delivered by (a) certified or registered mail, return, receipt requested, postmarked no later than the required date; (b) by telecopier/facsimile transmitted by such date; or (c) by personal delivery by such date; (d) or by electronic delivery

24. ENTIRE AGREEMENT: This contract contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally. The parties agree that the venue for any issues concerning this contract shall be the county in which the property is located.


Purchaser _____ Date _____

Purchaser _____ Date _____


Seller _____ Date _____

Seller _____ Date _____

The following is for informational purposes only: PLEASE COMPLETE

Attorney for Seller: _____
Name: _____
Phone: _____ Fax: _____

Seller's Attorney's Email Address: immula@capurim.com

Attorney for Purchaser: The Law Office of Donn Riggi
Name: Donn Riggi
Phone: 518-377-8808 Fax: 518-346-3023
Purchaser's Attorney's Email Address: kathleen@deanriggi.com

Property Tax Identification Number: 48.17-2-8.22

Town of Rotterdam County of Schenectady

RECEIVED

Short Environmental Assessment Form
Part 1 - Project Information

DEC 29 2023

TOWN OF ROTTERDAM
 PUBLIC WORKS

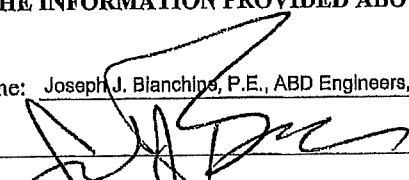
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

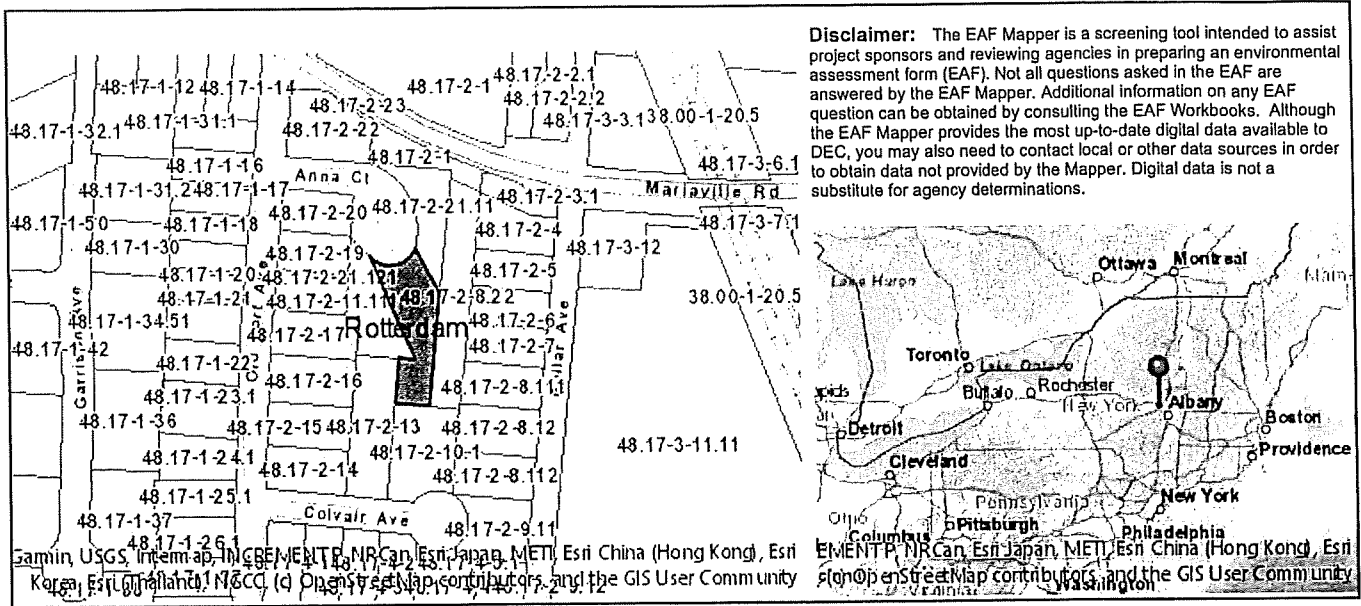
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Anna Court Lot Line Amendment			
Project Location (describe, and attach a location map): 101 Anna Court and 93 Kellar Avenue			
Brief Description of Proposed Action: Lot line adjustment to subtract 0.27± acres from 93 Kellar Avenue and transfer to 101 Anna Court.			
Name of Applicant or Sponsor: David Gazzillo (DMG Capital Properties, LLC)		Telephone: 518-365-6100	
		E-Mail:	
Address: 3101 Thompson Street			
City/PO: Schenectady		State: NY	Zip Code: 12306
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		0.82 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.82 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

		NO	YES	N/A
5.	Is the proposed action,			
	a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7.	Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.	a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.	Does the proposed action meet or exceed the state energy code requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	If the proposed action will exceed requirements, describe design features and technologies: _____ _____			
10.	Will the proposed action connect to an existing public/private water supply?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	If No, describe method for providing potable water: _____ _____			
11.	Will the proposed action connect to existing wastewater utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	If No, describe method for providing wastewater treatment: _____ Private septic _____			
12.	a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13.	a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Joseph J. Blanchino, P.E., ABD Engineers, LLP</u> Date: <u>September 16, 2022</u> Signature:  Title: <u>Professional Engineer</u>		

PRINT FORM



- Part 1 / Question 7 [Critical Environmental Area] No
- Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites] No
- Part 1 / Question 12b [Archeological Sites] Yes
- Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] No
- Part 1 / Question 15 [Threatened or Endangered Animal] No
- Part 1 / Question 16 [100 Year Flood Plain] No
- Part 1 / Question 20 [Remediation Site] No

DPW Comments
January 9, 2024

- 2. Burdeck Street Development, LLC – 784 Burdeck Street.** Sketch Two (2) Lot Subdivision: Lot 1 = ±23,420 square feet with existing contractor shop, Lot 2 = ±71,607 square feet for future development. Engineer: ABD Engineers LLC.
1. Provide contour lines and provide a drainage analysis. A shared stormwater system is not acceptable.
 2. Confirm septic location and provide setback information.
 3. Variances are required for roadway frontage.

SEQR Requirement: 6 NYCRR 617 Unlisted Action. Rotterdam Planning Commission should declare lead agency.

Involved/Interested Agencies

Schenectady County Economic Development and Planning
Schenectady County Department of Health
New York State Department of Environmental Conservation – Region #4
Rotterdam Highway Department
Rotterdam Police Department
Metroplex Development Authority
Fire District #6



Town of Rotterdam

Office of the Planning Commission

All requested information shall be provided and must be filled out in black ink or typed for photocopying purposes.

RECEIVED

JAN 03 2024

TOWN OF ROTTERDAM PUBLIC WORKS

TOWN OF ROTTERDAM SUBDIVISION APPLICATION

- Initial Sketch Plan \$150
Final Major Subdivision \$200 per lot
Final Minor Subdivision \$160 per lot
Parkland Fees \$1,000 per additional lot created or \$600 per unit (MULTI-FAMILY)
Advertising Fee = Actual cost of legal notices

PART II GENERAL INFORMATION

Legal Owner's Name: John Hodorowski, Sr. (Burdeck Street Development, LLC)
Mailing Address: 796 Burdeck Street
City: Schenectady State: NY Zip: 12306
Daytime Phone: 518-857-5131 E-mail: N/A

If the applicant does not own the property, prepare the endorsement at the end of this form establishing owner's authorization of the applicant's proposed subdivision of his land.

Owner's Designated Contact: Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP
Mailing Address: 411 Union Street
City: Schenectady State: NY Zip: 12305
Daytime Phone: 518-377-0315 E-mail: luigi@abdeng.com

If you do not hold title to property, what is your interest in it? Engineer and survey consultant

Street Address of Proposed Site (if any): 784 Burdeck Street

Project/Proposal Site Area: (Acres or sq. ft.) 2.18 acres

Assessor Tax Parcel No.(s) of Proposal Site: 47.00-8-2.5
Describe Existing Use(s) on Proposed Site: (buildings, well, sewer drainfield, etc.)
Existing contractor building and parking lot with access from Burdeck Street. Reciprical easements will be proposed with proposed Lot 2 adn 796 Burdeck Street

Existing Zoning Classification: Industrial

INCLUDE WITH PART II

SURVEYOR/ENGINEER VERIFICATION

I, the undersigned, a licensed land surveyor, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP
Name: License No 94676
Address: 411 Union Street, Schenectady, NY 12305
Telephone No. 518-377-0315
E-mail or Fax: luigi@abdeng.com

INCLUDE WITH PART II

LEGAL OWNER SIGNATURE

(Signature of legal owner(s) or representative(s) as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that (I)(we) (am)(are) the owner(s) of record of the area proposed for the previously identified land use action, or, if not the owner(s), attached herewith is written permission from the owner(s) authorizing my actions on his or her behalf.

#1 Name: John Hodorowski, Sr. (Burdeck Street Development, LLC) Date:

Address: 796 Burdeck Street, Schenectady, NY

Phone: 518-857-5131

Zip: 12306

Signature of Applicant or Representative

Date

#2 Name: Paul Hodorowski

Date:

Address: 796 Burdeck St.

Phone:

Schenectady, NY 12306

Zip:

Signature of Applicant or Representative

Date

TOWN OF ROTTERDAM



John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER
INVOLVED

I, John Hodorowski, Sr. (Burdeck Street Development, LLC), being duly sworn declare that I am the

(PROPERTY OWNER)

owner of the property involved in a proposed subdivision application request before the
Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): 47.00-8-2.5

I hereby grant Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP
and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and
correct to the best of my knowledge and belief.

Signature (Authorized Representative): [Handwritten Signature]

Date: _____

NOTARY [Handwritten Signature]

STATE OF NEW YORK) ss:

COUNTY OF Schenectady

SUBSCRIBED AND SWORN to before me this 10th day of December, 2023

NOTARY SEAL

[Handwritten Signature]
Notary Signature

Notary Public in and for the State of New York

Residing at: [Handwritten Address]

My appointment expires: 12/15/24

LISA D. ISABELLA
Notary Public, State of New York
No. 011S6198265
Qualified in Schenectady County
Commission Expires 12/15/24

Short Environmental Assessment Form

Part 1 - Project Information

RECEIVED

JAN 03 2024

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project:			
Subdivision			
Project Location (describe, and attach a location map):			
784 Burdeck Street			
Brief Description of Proposed Action:			
To subdivide 2.18± acres into two lots. Lot 1 will remain as 784 Burdeck Street with existing building and driveway off Burdeck Street. Lot 2 will be subdivided for financing purposes. Reciprocal easements for access, water and utilities are proposed.			
Name of Applicant or Sponsor:		Telephone: 518-857-5131	
John Hodórowski, Sr. (Burdeck Street Development LLC)		E-Mail:	
Address:			
796 Burdeck Street			
City/PO:		State:	Zip Code:
Schenectady		NY	12306
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			YES
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval: Town Planning Board, County Planning Board, Town Zoning Board			YES
3. a. Total acreage of the site of the proposed action?			2.18 acres
b. Total acreage to be physically disturbed?			0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			3.5 acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

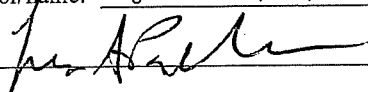
		NO	YES	N/A
5. Is the proposed action,	a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO YES
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO YES
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		

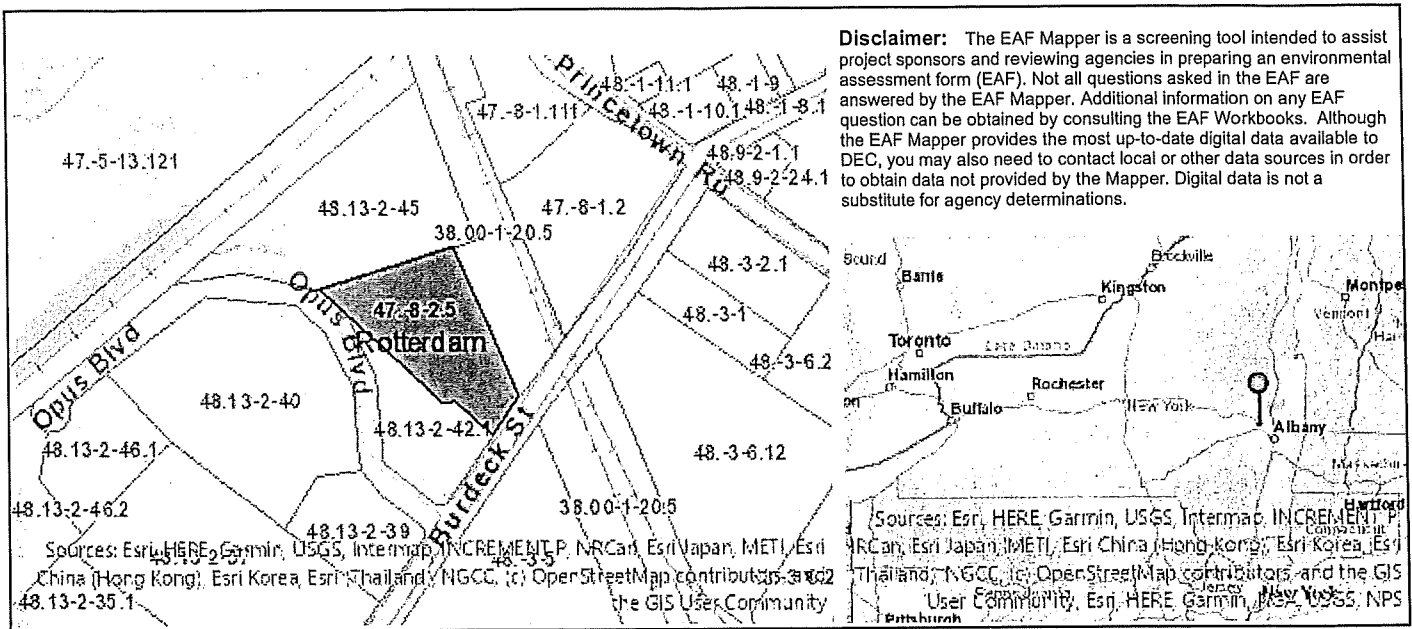
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP</u> Date: <u>January 2, 2023</u>		
Signature: <u></u> Title: <u>Professional Engineer</u>		

PRINT FORM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

