

Rotterdam Zoning Board of Appeals Agenda
January 19, 2022

- 1. Michael and Paul Gordon LLC - 3075 Broadway, Rotterdam, NY, Tax Map #48.19-5-30** located in the General Business (B-2) Zoning District. Petitioners respectfully request that they be granted variance(s) as prescribed in the Town of Rotterdam Zoning Code Chapter 270-151 entitled "Signs." Section 270-151(E)(3)(A)(2) states: "One ground-mounted sign may be erected and maintained not less than five feet from the property line. Such sign may contain a total sign area of 15 square feet or not more than one square foot for each 1,000 square feet of the lot or parcel area containing such sign, whichever is greater, up to a maximum sign area of 200 square feet." The lot size is 99,146 square feet which would allow a 99 square foot sign. The applicants are seeking permission to erect a ground mounted sign that will be a total of 112 square feet which will require a variance of 13 square feet. Section 270-151(E)(4) states: "Signs in the business and industrial district shall contain no information beyond the name, nature or principal use, symbol and other information necessary for the business or use. Such sign shall contain no information or advertising for any product or service not sold or performed on the premises." The proposed Subway sandwich shop sign will be off-premises as it will be mounted on the same ground mounted sign as Aldi supermarket, which is on a separate lot.
- 2. Rotterdam Ventures Inc. & Northeast IP Holdings Inc., Rotterdam Corporate Park - Duanesburg Road, Rotterdam, NY, Tax Map #58.00-1-16 and 58.00-1-2.31** located in the Light Industrial (I-1) Zoning District. Petitioners respectfully request that they be granted variance(s) as prescribed in the Town of Rotterdam Zoning Code Chapter 270-77 entitled "Lot Area," which states: "The minimum lot area required for each principal use is 20,000 square feet, with a minimum lot width of 100 feet." The applicant is proposing to boundary line adjust and create 2 (two) lots: Lot #1 = ±13.31 acres (200,000 s.f. warehouse), Lot #2 ±4.62 acres (vacant), Remaining Corporate Park Lands ±249.61 acres. Proposed Lot #1 and Lot #2 do not have a lot width as defined by Chapter 270.
- 3. Victor Fazio (contract vendee) – 1143 Highbridge Road, Rotterdam, NY, Tax Map #49.20-1-1** located in the Single Family Residential (R-1) Zoning District. Petitioner respectfully requests that he be granted area variances as prescribed in the Town of Rotterdam Zoning Code being Chapter 270-31 entitled "Lot Area." Chapter 270-31(a) states that the required minimum lot area shall be not less than 15,000 square feet, with a lot width of not less than 100 feet. The applicant is requesting a variance in order to construct a single-family residence on an existing ±1.75-acre lot containing a lot width of 89.80 feet, which would require a variance of 10.2 feet.

Zoning Board of Appeals Agenda

January 19, 2022

Page 2

- 1. Michael and Paul Gordon LLC - 3075 Broadway, Rotterdam, NY, Tax Map #48.19-5-30** located in the General Business (B-2) Zoning District. Petitioners respectfully request that they be granted variance(s) as prescribed in the Town of Rotterdam Zoning Code Chapter 270-151 entitled "Signs." Section 270-151(E)(3)(A)(2) states: "One ground-mounted sign may be erected and maintained not less than five feet from the property line. Such sign may contain a total sign area of 15 square feet or not more than one square foot for each 1,000 square feet of the lot or parcel area containing such sign, whichever is greater, up to a maximum sign area of 200 square feet." The lot size is 99,146 square feet which would allow a 99 square foot sign. The applicants are seeking permission to erect a ground mounted sign that will be a total of 112 square feet which will require a variance of 13 square feet. Section 270-151(E)(4) states: "Signs in the business and industrial district shall contain no information beyond the name, nature or principal use, symbol and other information necessary for the business or use. Such sign shall contain no information or advertising for any product or service not sold or performed on the premises." The proposed Subway sandwich shop sign will be off-premises as it will be mounted on the same ground mounted sign as Aldi supermarket, which is on a separate lot.

SEQR Requirement: Type 2 Listed Action – 6NYCRR Part 617.5. No further review is required.

County 239-m Requirement: County review is required.

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

PART II

VARIANCE APPLICATION
General Information

Legal Owner's Name: Michael and Paul Gordon LLC

Mailing Address: 50 State St Fl 6

City: Albany State: NY Zip: 12207

Daytime Phone: _____ Fax: _____

If applicant is not the owner, include the written owner authorization form below designating the contact to serve as representative.

Owner's Designated Contact: AJ Signs / Tom Wheeler

Mailing Address: 842 Saratoga Rd

City: Brookville State: NY Zip: 12027

Daytime Phone: 5183999291 Fax: (518)6880179

Project/Proposal Site Area (Acres or sq. ft.): 1.15 Ac

Assessor Tax Parcel No.(s) of Proposal Site: 48.19 - 5 - 30

Adjacent Area Owned or Controlled (Acres or sq. ft.): .49

Assessor Tax Parcel No.(s) of Adjacent Land Owned or Controlled: 48.19 - 5 - 29

Name and Address of All Adjacent Landowners:

NAME: Michael + Paul
ADD: Gordon LLC
50 State St Fl 6
Albany NY 12207

NAME: 5 Corners Plaza Assoc LLC
ADD: 404 Princeton Rd
Schenectady NY 12306

NAME: Paul Gordon
ADD: 50 State St Fl 6
Albany NY 12207

NAME: John Dennis
ADD: 453 Kenmore Ave
Schenectady NY 12306

NAME: Sharon Kiniry
ADD: 445 Kenmore Ave
Schen. NY 12306

NAME: DGA Enterprises LLC
ADD: Wilton NY 12831

NAME: _____
ADD: _____

NAME: _____
ADD: _____

Street Address of Proposed Site (if any): 3075 Broadway Rotterdam

Describe Existing Use(s) on Proposed Site (Such as buildings, well, sewer drainfield and others):
pylon sign for Aldi + Subway Combined

Existing Zoning Classification: _____

School District: _____

Fire District: _____

Water Supply _____

Existing/Proposed Use of Property:

- | | | | |
|--------------------------|--|-------------------------------------|------------------|
| <input type="checkbox"/> | A1 One-family dwelling | <input checked="" type="checkbox"/> | C1 Business |
| <input type="checkbox"/> | A2 Two-family dwelling | <input type="checkbox"/> | C2 Mercantile |
| <input type="checkbox"/> | B1 Multiple Dwelling (permanent occupancy) | <input type="checkbox"/> | C3 Industrial |
| <input type="checkbox"/> | B2 Multiple Dwelling (transient occupancy) | <input type="checkbox"/> | C4 Storage |
| <input type="checkbox"/> | B3 Multiple Dwelling (senior citizen housing) | <input type="checkbox"/> | C5 Assembly |
| <input type="checkbox"/> | B4 Multiple Dwelling (adult residential care facility) | <input type="checkbox"/> | C6 Institutional |
| <input type="checkbox"/> | C7 Miscellaneous | | |

LEGAL INFORMATION

Location of Proposal Site (General description by which direction and how far from roads and intersections and other community features):
3075 Broadway - Pylon sign located at a 15' setback from the intersection of Mariaville rd and Broadway (5 corners)

Name of Public Road (s) providing access: Broadway

Width of Property Fronting on Public Road: 86'

I have attached a legal description of the proposed site: yes no

Section(s) of the zoning ordinance under which a variance is requested:
270-151 (3) (a) (2) and (4)

Purpose for the requested variance: To allow a pylon sign that is a combined total of 112sq ft and to allow Subway an off premise pylon panel on the sign.

Are there special circumstances such as lot size, slope, topography or necessary size or shape of the building, which prevent compliance with the zoning ordinance? If so, please explain:
The 2 businesses share 1 driveway that is on the property occupied by Aldi - Subway customers will need to know the location of the driveway that they will need to enter to arrive at the business.

PLEASE DISCUSS EACH OF THE FOLLOWING FIVE (5) CRITERIA WHICH FORM THE LEGAL BASIS FOR THE GRANTING OF A VARIANCE

Explain why you believe that your variance request will not create an undesirable change to the character of the neighborhood or be a detriment to nearby properties if it is granted:

The pylon sign will be located in a very busy intersection at the 5 corners. The pylon sign will not change the characteristic of the area nor be a detriment to the neighborhood. The sign will allow patrons and motorists find the location of the subway and aldi entrance.

Can the benefit you seek by this variance request be achieved by some other means? If not, explain why there are no other alternatives:

There are no other alternatives being that it is a shared driveway and subway patrons will need to enter on the aldi's property to gain access to their location.

Is your request a substantial variance from the ordinance? Please explain:

We do not believe the variance should be seen as substantial. Subway would be allowed a 29sq feet sign by ordinance however being that the 2 businesses share 1 driveway to allow them a sign at the driveway is better for patrons travelling to their location.

Why do you believe the proposed variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood? Please explain:

The pylon sign will not have any impact on the environment

Explain how the difficulty arose and why said difficulty was not self created (purchasing property without first checking the zoning restrictions and/or limitations is an example of a self-created hardship):

The difficulty could be seen as self created however should not diminish the need for both businesses to have representation on the pylon located at the shared driveway

If you have any additional comments, please attach them on a separate sheet of paper.



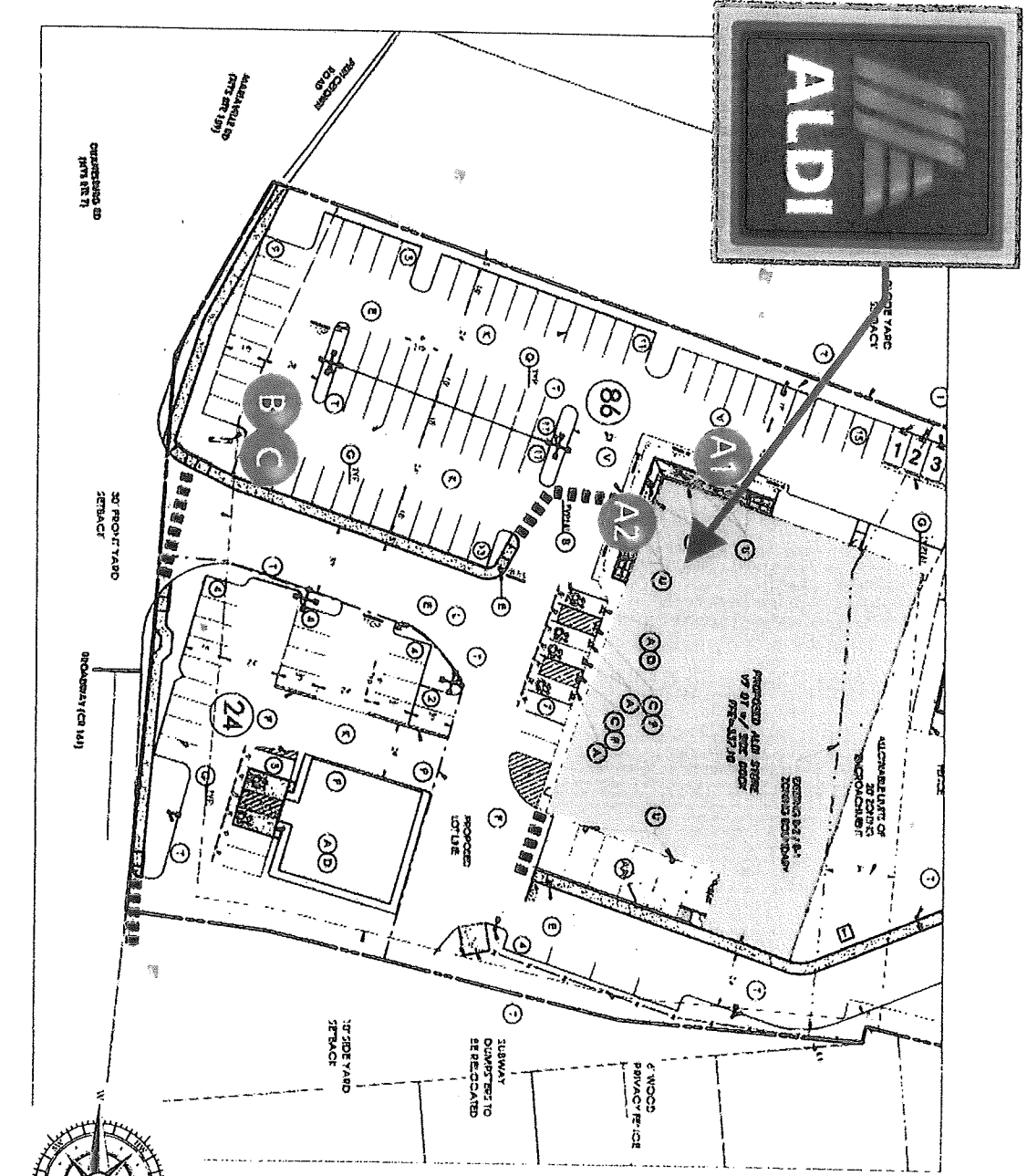
100 Davids Drive, Hauppauge, NY 11788
 631.737.3140 631.737.3160
 INTERNAL USE ONLY: 26919_04.12.21_03.01_K5

AERIAL



Approved
 Approved with Corrections
 Rejected
 Revise and Resubmit
 Signature: _____ Date: _____

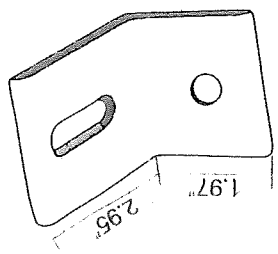
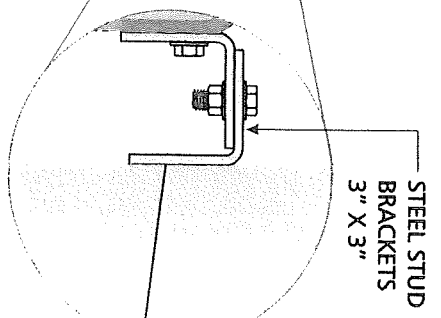
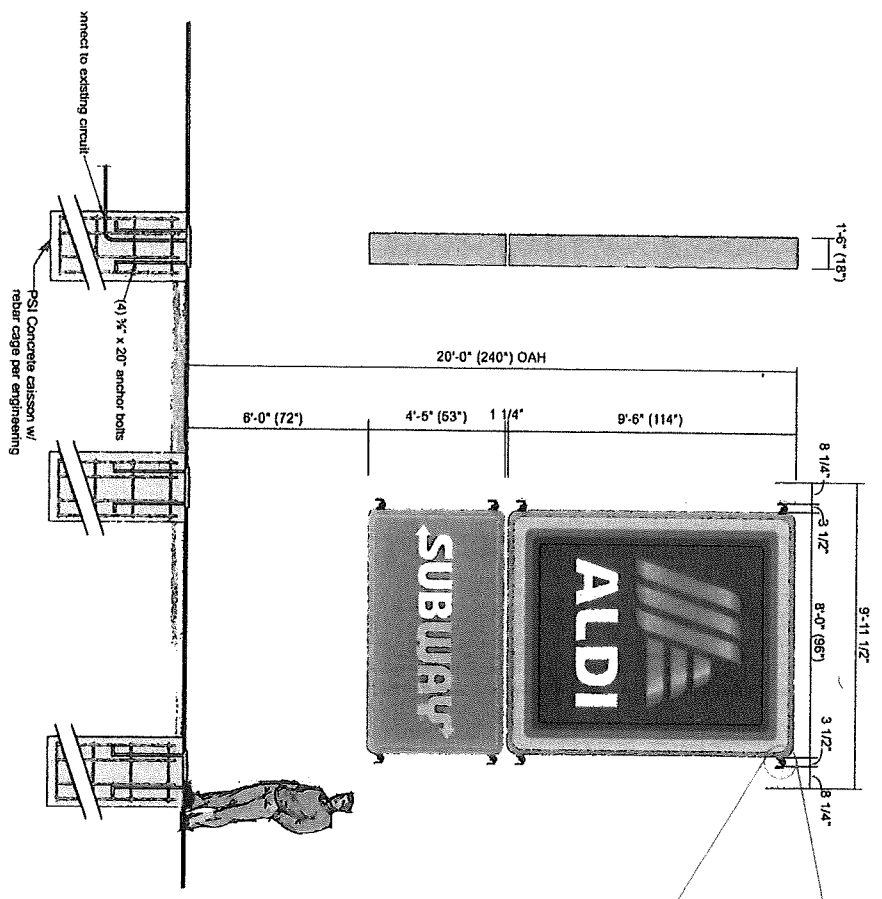
ALDI STORE #35
 3075 Broadway
 Schenectady, NY



SIGN KEY

- A1 WALL SIGN
- A2 WALL SIGN
- B DOUBLE SIDED TOP PYLON CABINET
- C DOUBLE SIDED SECONDARY PYLON CABINET

SIGN B
SIGN C
9 X 8 DOUBLE SIDED LED ILLUMINATED Pylon SIGN
 Scale: 1/4" = 1'-0"



QTY (8) #GN 970
 2.95" X 1.97"
 L - BRACKETS PTM
 PANTONE 430 SUPPLIED
 WITH SIGN

NOTES:
 - 5' SETBACK FROM PROPERTY LINE REQUIRED
 - 1 SF/1,000 SF OF LOT OR PARCEL, NOT TO EXCEED 200 SF

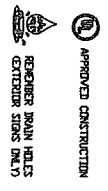
NOTES:
 foundation, footing inspection, pylon poles to be provided by others

COLOR KEY

| | | | | |
|-----------|-----------|-----------|----------|----------|
| PMS #7548 | PMS #3564 | PMS #2035 | PMS #281 | PMS #298 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

FLEXIBLE PANTONE 430 SUBSTRATE SILVER GRAY

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF NEG. AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



broadwaynational

100 David's Drive, Hauppauge, NY 11788
 631.737.3140 631.737.3160
 INTERNAL USE ONLY 26919_04.12.21_03.01_KS



DETAIL

Approved with Corrections
 Approved with Corrections
 Rejected
 Revise and Resubmit
 Signature: _____ Date: _____

ALDI STORE #35
 3075 Broadway
 Schenectady, NY

Short Environmental Assessment Form

Part 1 - Project Information

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: Aldi / Subway Pylon Sign | | | |
| Project Location (describe, and attach a location map): 3075 Broadway | | | |
| Brief Description of Proposed Action: Installation of 112 sq ft pylon sign w/ OAH 20' to include panels for Aldi and Subway | | | |
| Name of Applicant or Sponsor: AJ Signs | | Telephone: (518) 999-291 | |
| | | E-Mail: kristen@AJSigns.com | |
| Address: 842 Saratoga Rd | | | |
| City/PO: Burnt Hills | | State: NY | Zip Code: 12027 |
| 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 | YES |
| | | <input checked="" type="checkbox"/> | <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 | YES |
| | | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. a. Total acreage of the site of the proposed action? | | 2.30 acres | |
| b. Total acreage to be physically disturbed? | | 520 sq ft acres | |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? | | 2.30 acres | |
| 4. Check all land uses that occur on, are adjoining or near the proposed action: | | | |
| <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input 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 | | | |

| | | | |
|---|-------------------------------------|-------------------------------------|--------------------------|
| 5. Is the proposed action, a. A permitted use under the zoning regulations? | NO | YES | N/A |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Consistent with the adopted comprehensive plan? | NO | YES | N/A |
| | <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? | NO | YES | |
| | <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? If Yes, identify: _____ | NO | YES | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 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? | NO | YES | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | <input checked="" type="checkbox"/> | <input 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: _____ _____ | NO | YES | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____ | NO | YES | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____ | NO | YES | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 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? | NO | YES | |
| | <input checked="" type="checkbox"/> | <input 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: _____ _____ _____ | NO | YES | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | <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:

Shoreline Forest Agricultural/grasslands Early mid-successional
 Wetland Urban 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| _____ | | |
| _____ | | |
| 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: Thomas Wheeler Date: 12/29/21
Signature: [Signature] Title: owner AJ Signs

2. **Rotterdam Ventures Inc. & Northeast IP Holdings Inc., Rotterdam Corporate Park - Duanesburg Road**, Rotterdam, NY, Tax Map #58.00-1-16 and 58.00-1-2.31 located in the Light Industrial (I-1) Zoning District. Petitioners respectfully request that they be granted variance(s) as prescribed in the Town of Rotterdam Zoning Code Chapter 270-77 entitled "Lot Area," which states: "The minimum lot area required for each principal use is 20,000 square feet, with a minimum lot width of 100 feet." The applicant is proposing to boundary line adjust and create 2 (two) lots: Lot #1 = ±13.31 acres (200,000 s.f. warehouse), Lot #2 ±4.62 acres (vacant), Remaining Corporate Park Lands ±249.61 acres. Proposed Lot #1 and Lot #2 do not have a lot width as defined by Chapter 270.

SEQR Requirement: Type 2 Listed Action – 6NYCRR Part 617.5. No further review is required.

County 239-m Requirement: County review is not required and is exempt pursuant to the 2011 MOU between Schenectady County Economic Development and Planning and the Town of Rotterdam.

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

PART II

VARIANCE APPLICATION

General Information

JAN 03 2022

Legal Owner's Name: Rotterdam Ventures, Inc. Att: David Ahl

Mailing Address: 220 Harborside Drive, Suite 300

City: Schenectady State: NY Zip: 12305

Daytime Phone: 518-356-4445 x130 Fax: _____

If applicant is not the owner, include the written owner authorization form below designating the contact to serve as representative.

Owner's Designated Contact: Daniel R. Hershberg, PE & LS

Mailing Address: 18 Locust Street

City: Albany State: NY Zip: 12203

Daytime Phone: 518-459-3096 Ex. 104 Fax: 518-459-5683

Project/Proposal Site Area (Acres or sq. ft.): 267.54 +/- Acres

Assessor Tax Parcel No.(s) of Proposal Site: 58.00-1-2.31

Adjacent Area Owned or Controlled (Acres or sq. ft.): 267.54 +/- Acres

Assessor Tax Parcel No.(s) of Adjacent Land Owned or Controlled: 58.0-1-2.31

Name and Address of All Adjacent Landowners:

NAME: 99th Regional Support Command
ADD: 101 Remsen Street
Mailing: 5231 SOUTH SCOTT PLAZA
FORT DIX, NJ 08640

NAME: CSX Transportation INC
ADD: 769 Burdeck Street
Mailing: 500 WALTER ST

NAME: Cerful, Thomas Snow Kailey
ADD: 1140-1142 N. Wescott Road
Schenectady, NY 12306

NAME: Robert M. Lyman, Jr.
ADD: 1150 N. Wescott Road
Schenectady, NY 12306

NAME: Maple Pine Manor LLC
ADD: 325 Duaneburg Road
Schenectady, NY 12306

NAME: County of Schenectady
ADD: 1100 N Wescott Road
Mailing: 602 State Street
Schenectady, NY 12305

NAME: Mohonasen Central School
ADD: 103 Remsen Street
Mailing: 2072 CURRY RD
SCHENECTADY, NY 12303

NAME: 17 Fern Acquisition LLC
ADD: Pansy Street
Mailing: 809 HUNTINGTON CT
ALBANY, NY 12203

Street Address of Proposed Site (if any): East Road, 15th Street (Private Roads)

Describe Existing Use(s) on Proposed Site (Such as buildings, well, sewer drainfield and others):
The proposed lot area contains an existing building to be used for industrial purposes.

Existing Zoning Classification: I-1 Light Industrial

School District: Schalmont School District

Fire District: Rotterdam Fire District No. 2

Water Supply Town of Rotterdam

Existing/Proposed Use of Property:

- | | |
|---|---|
| <input type="checkbox"/> A1 One-family dwelling | <input type="checkbox"/> C1 Business |
| <input type="checkbox"/> A2 Two-family dwelling | <input type="checkbox"/> C2 Mercantile |
| <input type="checkbox"/> B1 Multiple Dwelling (permanent occupancy) | <input checked="" type="checkbox"/> C3 Industrial |
| <input type="checkbox"/> B2 Multiple Dwelling (transient occupancy) | <input type="checkbox"/> C4 Storage |
| <input type="checkbox"/> B3 Multiple Dwelling (senior citizen housing) | <input type="checkbox"/> C5 Assembly |
| <input type="checkbox"/> B4 Multiple Dwelling (adult residential care facility) | <input type="checkbox"/> C6 Institutional |
| <input type="checkbox"/> C7 Miscellaneous | |

LEGAL INFORMATION

Location of Proposal Site (General description by which direction and how far from roads and intersections and other community features): Access is through private roadways to Duaneburg Road (NYS Route 7)

Name of Public Road (s) providing access: Duaneburg Road (NYS Route 7)

Width of Property Fronting on Public Road: Park has 1,500 LF +/-

I have attached a legal description of the proposed site: yes no

Section(s) of the zoning ordinance under which a variance is requested: § 270-77

Purpose for the requested variance: There is no public roadway frontage for proposed lots.

Are there special circumstances such as lot size, slope, topography or necessary size or shape of the building, which prevent compliance with the zoning ordinance? If so, please explain: No

PLEASE DISCUSS EACH OF THE FOLLOWING FIVE (5) CRITERIA WHICH FORM THE LEGAL BASIS FOR THE GRANTING OF A VARIANCE

Explain why you believe that your variance request will not create an undesirable change to the character of the neighborhood or be a detriment to nearby properties if it is granted:

There will be no impacts from creating this subdivision which are any different than if the land was leased in its current state.

Can the benefit you seek by this variance request be achieved by some other means? If not, explain why there are no other alternatives:

No, there is no viable way to create public road frontage to the subdivided parcels.

Is your request a substantial variance from the ordinance? Please explain:

No. Although the current design lacks public road frontage, the industrial park has public frontage and private roads provide access to the proposed lot.

Why do you believe the proposed variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood? Please explain:

There will be no impacts from creating this subdivision which are any different than if the land was leased in its current state.

Explain how the difficulty arose and why said difficulty was not self created (purchasing property without first checking the zoning restrictions and/or limitations is an example of a self-created hardship):

Because the proposed parcel is located within a private owned industrial complex, public road frontage is not possible.

If you have any additional comments, please attach them on a separate sheet of paper.

JAN 03 2022

**LEGAL DESCRIPTION OF
PROPOSED UTILITY EASEMENT FOR
LOT No. 1 AT ROTTERDAM INDUSTRIAL PARK
TOWN OF BETHLEHEM, COUNTY OF ALBANY, STATE OF NEW YORK**

All that certain piece or parcel of land situate in the Town of Rotterdam, County of Schenectady, State of New York bounded and described as follows:

AN EASEMENT for a proposed sewer main over Lot Number 1 at Rotterdam Industrial Park

BEGINNING at a point on the easterly bounds of East Road as shown on a map entitled "Subdivision Plan For Building 17 Rotterdam Industrial Park" by Hershberg and Hershberg dated November 26, 2021, said **POINT OF BEGINNING** being further located the following two (2) courses and distances along East Road from its intersection with the division line between the lands now or formerly of 99th Regional Support Command to the north and the lands now or formerly of Northeast IP Holding Inc to the south;

1. S.79°25'44"W., a distance of 11.75 feet to a point; 2. S.10°40'39"E., a distance of 322.20 feet to the **POINT OF BEGINNING**.

THENCE from said **POINT OF BEGINNING** through the lands now or formerly of Northeast IP Holding Inc the following nine (9) courses and distances;

1. S.81°24'08"E., a distance of 133.17 feet to a point;
2. N.10°10'36"E., a distance of 322.70 feet to a point;
3. N.88°39'01"E., a distance of 327.90 feet to a point;
4. S.79°26'32"E., a distance of 66.94 feet to a point;
5. S.01°15'00"E., a distance of 20.43 feet to a point;
6. N.79°26'32"W., a distance of 69.04 feet to a point;
7. S.88°39'01"W., a distance of 309.48 feet to a point;
8. S.10°10'36"W., a distance of 325.82 feet to a point;
9. N.81°24'08"W., a distance of 145.63 feet to a point;

THENCE along the easterly bounds of East Road; N.10°40'56"W., a distance of 21.19 feet to the **POINT OF BEGINNING**.

Date: 1/3/2022

Job No.: 2021-0368

File: S:/docs/Mike/210368- LD SEWER EASE

**LEGAL DESCRIPTION OF
A 4.62 ACRES PARCEL
TO BE KNOWN AS LOT No. 2
TOWN OF BETHLEHEM, COUNTY OF ALBANY, STATE OF NEW YORK**

All that certain piece or parcel of land situate in the Town of Rotterdam, County of Schenectady, State of New York bounded and described as follows:

BEGINNING at a point on the west bounds of East Road as shown on a map entitled "Subdivision Plan For Building 17 Rotterdam Industrial Park" by Hershberg and Hershberg dated November 26, 2021, said **POINT OF BEGINNING** being located the following three (3) courses and distances from the intersection of East Road with the division line between the lands now or formerly of the 99th Regional Support Command to the north and the lands now or formerly of Northeast IP Holding Inc to the south, 1. S.79°25'44"W., a distance of 11.75 feet to a point; 2. S.10°40'39"E., a distance of 581.99 3. S.79°27'00"W., a distance of 45.86 feet to the **POINT OF BEGINNING**.

THENCE from said **POINT OF BEGINNING** along the westerly bounds of East Road the following two (2) courses and distances;

1. S.11°01'32"E., a distance of 550.87 feet to a point;
2. S.21°02'49"E., a distance of 195.24 feet to a point;

THENCE through the lands now/or formerly of Northeast IP Holding INC; N.82°22'40"W., a distance of 268.42 feet to a point;

THENCE along the division line of the lands now/or formerly of the CSX Transportation Inc. to the south and the herein described parcel to the north the following two (2) courses and distances;

1. N.76°06'16"W., a distance of 14.14 feet to a point of curvature having a radius of 3036.40 feet;
2. Thence northwesterly and along a curve to the right having a radius of 3036.40 feet being subtended by an angle of 02°04'17" creating an arc length of 109.77 feet to a point;

THENCE along the division line of the lands now/or formerly of the Northeast IP Holding Inc to the west and the herein described parcel to the east; N.21°02'44"E., a distance of 681.38 feet to a point;

THENCE along the division line of the lands now/or formerly of the FG Rotterdam Holdings LLC as described in Liber 1910 Page 451 to the north and the herein described parcel to the south; N.79°27'00"E., a distance of 107.74 feet to the **POINT OF BEGINNING**;

Date: 12/6/2021

Revised: 1/3/2022

Job No.: 2021-0368

File: S:/docs/Mike/210368- LD Lot #2

**LEGAL DESCRIPTION OF
A 13.31 ACRES PARCEL
TO BE KNOWN AS LOT No. 1
TOWN OF BETHLEHEM, COUNTY OF ALBANY, STATE OF NEW YORK**

All that certain piece or parcel of land situate in the Town of Rotterdam, County of Schenectady, State of New York bounded and described as follows:

COMMENCING at a point on the easterly bounds of East Road as shown on a map entitled "Subdivision Plan For Building 17 Rotterdam Industrial Park" by Hershberg and Hershberg dated November 26, 2021, said **POINT OF BEGINNING** being further located N.79°27'00"E., a distance of 598.80 feet from said **POINT OF COMMENCMENT** along the division line between the lands now or formerly of the 99th Regional Support Command to the northwest and the lands now or formerly of Northeast IP Holding Inc to the southeast;

THENCE from said **POINT OF BEGINNING** along the division line of the lands now/or formerly of the Mohonasen Central School District to the east and the north and the herein described parcel to the west and south the following two (2) courses and distances;

1. S.01°20'45"E., a distance of 100.36 feet to a point;
2. N.88°43'42"E., a distance of 38.72 feet to a point;

THENCE through the lands now or formerly of Northeast IP Holding Inc and along the division line between the lands now or formerly of 17 Fern Acquisition LLC as described in Liber 1722 Page 4 to the east and the lands now or formerly of Northeast IP Holding Inc to the west; S.01°15'00"E., a distance of 944.99 feet to a point;

THENCE through the lands now or formerly of Northeast IP Holding Inc the following two (2) courses and distances;

1. S.72°35'09"W., a distance of 37.69 feet to a point;
2. S.81°19'25"W., a distance of 440.50 feet to a point;

THENCE along the easterly bounds of East Road; N.10°40'45"W., a distance of 1,027.76 feet to a point;

THENCE through East Road and along the division line of the lands now/or formerly of the 99th Regional Support Command to the north and the herein described parcel to the south, N.79°25'44"E., a distance of 610.55 feet to the **POINT OF BEGINNING**;

Date: 12/6/2021

Revised: 1/3/2022

Job No.: 2021-0368

File: S:/docs/Mike/210368- LD Lot #1

DECLARATION OF EASEMENTS AND AGREEMENTS

This Declaration of Easements and Agreements (the "Agreement") is made as of the ____ day of _____, 2022, by **ROTTERDAM VENTURES, INC.**, a New York business corporation having an address of 220 Harborside Drive, Suite 300, Schenectady, New York 12305 (hereinafter referred to as "Rotterdam"), together with its mortgagees, successors and/or assigns with respect to the Industrial Park (as hereinafter defined).

WITNESSETH:

WHEREAS, Rotterdam is the owner of the premises described on Schedule A attached hereto and made a part hereof commonly known as the Rotterdam Industrial Park (the "Industrial Park"), consisting of approximately 254 acres of land and warehouse buildings containing approximately 4,142,196 gross square feet of space; and

WHEREAS, Rotterdam has subdivided the Industrial Park as depicted on a map entitled "Subdivision Plan for Building 17 Rotterdam Industrial Park Rotterdam, Schenectady County", made by Hershberg & Hershberg, C.E. & L.S., dated November 26, 2021, last revised _____, 2022, and filed in the Schenectady County Clerk's Office _____, 2022 in Plat Cabinet ____ as Map Number ____, which map depicts Proposed Lot No. 1 consisting of 579,624± square feet or 13.31± acres as described on Schedule B attached hereto and made a part hereof (the "Building 17 Property" and sometimes hereinafter referred herein to as the "Lot"); and

WHEREAS, Rotterdam desires to provide for (i) pedestrian and vehicular ingress and egress rights to and from the Building 17 Property for the benefit of Rotterdam and its mortgagees, successors and assigns, to and from the "Abutting Highways" (as hereinafter defined) through the Industrial Park and (ii) easements allowing Permittees the right to use the existing and to be constructed utilities serving and which in the future will serve, the Building 17 Property and for Rotterdam to reserve the right to and enjoyment of certain other utility lines passing through the Building 17 Property; and

WHEREAS, Rotterdam desires to reserve (i) pedestrian and vehicular ingress and egress rights to and from the Industrial Park for the benefit of Rotterdam and its mortgagees, successors and assigns, Permittees and Occupants, through the Building 17 Property, including access to the property area (presently consisting of a football field and track located) contiguous to the east boundary line of the Building 17 Property as shown on the above referenced subdivision map, and (ii) easements allowing Rotterdam and its mortgagees, successors, assigns and Permittees the right to use the existing and to be constructed utilities serving and which in the future will serve, the Industrial Park located on, under, through and across the Building 17 Property.

NOW THEREFORE, Rotterdam, for itself, its mortgagees, successors and assigns hereby declares and states the following:

ARTICLE I

DEFINITIONS

SECTION 1.1. TERMS DEFINED. Whenever used in this Agreement the terms defined in this Article shall have the meanings ascribed to them in this Article:

“Abutting Highways” means Duanesburg Road (NYS Route 7) and Westcott Road (County Road 79), located in the Town of Rotterdam, Schenectady County, New York, and any other road, street, avenue, highway or other public way replacing in whole or in part the aforesaid roads.

“Agreement” means this Declaration of Easements and Agreements, as the same may be modified, amended, supplemented or superseded from time to time.

“Entrances and Exits” means the portions of the internal Roadways of the Industrial Park immediately providing access to the Abutting Highways, as those accessways may be changed or moved from time to time provided such change does not materially interfere with the business being operated on the Building 17 Property.

“Building 17 Property” shall have the meaning ascribed to that term in the second Whereas paragraph of this Agreement.

“Industrial Park” shall have the meaning ascribed to that term in the first Whereas paragraph of this Agreement.

“Lot” shall have the meaning ascribed to that term in the second Whereas paragraph of this Agreement.

“Occupant” means any person legally entitled to the use or occupancy of any improvement on the Lot or Industrial Park.

“Party” and “Parties” means Rotterdam and its successors and assigns.

“Permittees” mean the following person(s): (i) Occupants, and (ii) the officers, directors, employees, agents, contractors, subcontractors, customers, patrons, clients, visitors, licensees and invitees of any Occupant.

“Roadways” means all of the roads within the Industrial Park providing access from time to time to or from the Lot, whether or not dedicated, as said roads may be changed from time to time provided such change does not materially interfere with the business being operated on the Building 17 Property.

SECTION 1.2. USAGE. As used in this Article:

The word “in” respect of an easement granted “in” the Lot, shall be deemed to mean, as the context may require “in”, “to”, “on”, “over”, “through”, “upon”, or “across”.

ARTICLE II

GRANT OF EASEMENTS

SECTION 2.1. EASEMENTS FOR USE OF ROADWAYS AND COMMON UTILITIES.

This Article II sets forth the easements and the terms and conditions thereof which shall benefit the Lot and Rotterdam and other Occupants/Permittees of the Lot.

(A) Ingress and Egress Easements:

(i) The Building 17 Property, Rotterdam and Permittees of same are hereby granted:

(a) easements to use the Roadways in the Industrial Park and the Entrances and Exits to the Industrial Park including access to Duanesburg Road, to provide passage by motor vehicles (passenger and truck) and pedestrians through the Industrial Park between the Lot and the Abutting Highways, provided, however, that the easement to and from the Building 17 Property from Westcott Road is specifically limited to ingress and egress for passenger vehicles (and not trucks) and pedestrians; and

(ii) The easements provided in this Section 2.2 shall be for the joint, non-exclusive use of Rotterdam and the Occupants of the Lot and others included as Permittees of any thereof with respect to the Building 17 Property, as well as all others having rights to enter and leave the Industrial Park.

(B) Right to Relocate Roadways: Rotterdam shall have the right to change or relocate the Roadways, provided that reasonable alternate access is provided to the Lot which does not materially interfere with operation of business being conducted on the Building 17 Property.

(C) Utility Easements: Occupants of the Building 17 Property shall be permitted from time to time, at their sole cost and expense, to tie into the existing common utilities in the Industrial Park including water, stormwater drainage, sanitary sewer, natural gas, electric, fire suppression, and internet/telecommunication services provided that Rotterdam shall have the right to change or relocate said utilities from time to time so long as the Occupants of the Lot's use and enjoyment of such utilities is not materially interfered with, and provided further, that no Occupant of the Lot may materially increase its use of such common utilities beyond the contemplated levels without the prior written consent of Rotterdam, which consent will not be unreasonably withheld, conditioned or delayed. Occupants of the Lot shall be required to assure that any actions that they or their Permittees take to tie into and access any common utilities are conducted in a manner which does not result in commercially unreasonable interference with the activities of others in the Industrial Park or other persons or entities in the Industrial Park who otherwise benefit from such common utilities. All contractors performing work for any Occupant of the Lot under this paragraph (C) shall provide Rotterdam with (i) appropriate indemnification agreements and (ii) evidence of insurance coverage reasonably satisfactory to Rotterdam in form, amount, and content and with such endorsements as shall be

reasonably satisfactory to Rotterdam. Any Occupant of the Lot causing work to be performed in the Industrial Park shall, in addition to all other indemnification obligations elsewhere contained in this Agreement, indemnify, defend and protect Rotterdam against any claims or liens of contractors and suppliers of such Occupant of the Lot, in default of which Rotterdam may bond or otherwise remove any such lien. The Occupant of the Lot in question shall promptly pay Rotterdam for all reasonable costs incurred in removing such lien, together with interest as described in Article 8.

SECTION 2.2. AMENDMENT OR EXTINGUISHMENT OF EASEMENTS. Any of the easements, rights or licenses granted hereby may only be released, extinguished, amended, waived or modified by an instrument in recordable form, approved and executed by the Parties and the owner of the Building 17 Property, which approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE III

MAINTENANCE, MANAGEMENT AND OPERATION OF ACCESS ROADS AND COMMON UTILITY FACILITIES

SECTION 3.1. MAINTENANCE OF ACCESS ROADS AND COMMON UTILITY FACILITIES; PROPORTIONAL SHARE OF OPERATING EXPENSES

(A) Subject to the provisions of subparagraph (D) below and paragraph (B) of Section 7.1, Rotterdam agrees to take commercially reasonable, good faith steps to keep the Roadways which are ordinarily and usually used by the Occupants/Permittees of the Lot in reasonable repair with snow removal performed in a commercially reasonable manner.

(B) Rotterdam, the Occupants of the Lot and Permittees, for themselves and their respective concessionaires, customers, suppliers, contractors, and invitees, shall have the right during the term of this Agreement, as appurtenances to the Lot, to use in common with all other tenants occupying other portions of the Industrial Park, their customers, contractors, and invitees, the common facilities, if any, which are included within, or which serve the Industrial Park, subject to such reasonable rules and regulations, as may now be in force or as Rotterdam may establish from time to time and such rules and regulations shall require such Occupants to pay their reasonable, pro rata cost of the operating expenses incurred by Rotterdam (pursuant to a commercially reasonable allocation method determined by Rotterdam) in providing security, road maintenance, snow/ice removal and other commercially reasonable maintenance and/or services to maintain the Industrial Park in proper condition as reasonably determined and billed by Rotterdam from time to time.

(C) Subject to the provisions of subparagraph (D) below, Rotterdam shall keep all common utilities located outside of the Building 17 Property that are used by any Occupant of the Building 17 Property in reasonable repair.

(D) Notwithstanding anything to the contrary contained in this Agreement to the fullest extent permitted under applicable law, each Occupant of the Lot shall be responsible for

and shall indemnify, defend and hold Rotterdam and the other Occupant of the Industrial Park harmless from and against, any and all damage, loss, costs and expenses sustained by Rotterdam or such other Occupant of the Industrial Park with respect to (i) the use of Roadways by such Occupant of the Lot, any vehicles or persons using said Roadways or any buildings, to the extent that the vehicle is owned by or the person in question and is employed by, the indemnifying Occupant of the Lot or any affiliate thereof or (ii) any common utilities used by any such Occupant of the Lot, arising out of the misuse or abuse thereof by such Occupant of the Lot.

ARTICLE IIIA

RESERVATION OF RIGHTS AND EASEMENTS

SECTION 3A.1. RESERVATION OF RIGHTS AND EASEMENTS. Notwithstanding anything contained in this Agreement, Rotterdam reserves (i) commercially reasonable pedestrian and vehicular ingress and egress rights to and from the Industrial Park for the benefit of Rotterdam and its mortgagees, successors and assigns, Permittees and Occupants, through the Building 17 Property, including access to the property area (presently consisting of a football field and track located) contiguous to the east boundary line of the Building 17 Property as shown on the above referenced subdivision map, and (ii) easements allowing Rotterdam and its mortgagees, successors, assigns and Permittees the right to use the existing and to be constructed utilities (including but not limited to sanitary sewer, stormwater drainage, water, electric, gas, internet/telecommunication) serving and which in the future will serve, the Industrial Park located on, under, through and across the Building 17 Property provided that such rights do not result in commercially unreasonable interference with the operations on the Building 17 Property.

ARTICLE IV

REMEDIES

SECTION 4.1. REMEDIES CUMULATIVE. Any remedies herein specifically provided for are cumulative and shall be deemed additional to any and all other remedies to which each Party may be entitled in law or in equity, and shall include the right to restrain by injunction any violation or threatened violation by the other Party(ies) of any of the terms, covenants or conditions of this Agreement and by decree, to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for the breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum), is not adequate.

ARTICLE V

NOTICES

SECTION 5.1. PLACE AND MANNER OF NOTICE; RIGHT OF CURE. Every notice, demand, request, or other communication which any Party is required or desires to give or make

or communicate upon or to the other Party(ies), shall be in writing and shall be given or made or communicated by mailing the same by certified mail, postage prepaid, return receipt requested to such address or addresses as the respective Party shall at any time, or from time to time, designate by written notice to the other Party(ies) with a copy by certified mail, postage prepaid, return receipt requested to the address or addresses of the mortgagee(s) of such Party from which the other Party(ies) have received written notice of the address to which such copies should be sent.

SECTION 5.2. WHEN EFFECTIVE. Every notice, demand, request, or other communication sent shall be deemed to have been given, made or communicated as the case may be, on the third business day after the same shall have been deposited, certified, properly addressed as aforesaid, postage prepaid, in the United States Mail.

ARTICLE VI

FORCE MAJEURE

SECTION 6.1.

Whenever Rotterdam is required by the provisions of this Agreement to perform an obligation or any work and is prevented from doing so by reason of an Excusable Delay (as hereinafter defined), the party required to so perform shall be temporarily relieved of its obligation to so perform, provided it promptly notifies the other parties of the specific delay and exercises due diligence to remove or overcome it. The words "Excusable Delay" shall mean any delay due to strikes, lockouts or other labor or industrial disturbance; civil disturbance; future order of any government, court or regulatory body claiming jurisdiction; act of the public enemy; war, riot, sabotage, blockage or embargo; unforeseen physical (including environmental) conditions; failure or inability to secure (i) materials (or their reasonable substitutes), (ii) supplies (or their reasonable substitutes); or (iii) labor through ordinary sources; regulation or order of any government or regulatory body; lightning, earthquake, fire, storm, hurricane, tornado, flood, washout or explosion, or act or omission of third parties which prevents the effected party from complying, or which materially and adversely interferes with the effected party's ability to comply with, an obligation under this Agreement on such effected party's part to be performed. Any time limits required to be met by the parties hereunder, whether specifically made subject to Excusable Delay be automatically extended by the number of days by which any performance called for is delayed due to Excusable Delay.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. NO WAIVER. No waiver of any default by any Party shall be implied from any omission by any other Party(ies) to take any action in respect to such default if such default continues or is repeated. One or more waivers of any default in the performance of any term, provision or covenant of this Agreement shall not be deemed to be a waiver of any subsequent

default in the performance of the same term, provision or covenant, or any other term, provision or covenant of this Agreement.

SECTION 7.2. NO RELATIONSHIP OF PRINCIPAL AND AGENT. Neither anything contained in this Agreement nor any act of the Parties shall be deemed or construed by any party or by any third person to create the relationship of principal and agent, of partnership, of joint venture, or of any association between the parties, nor shall anything contained in this Agreement be construed to render the Parties liable for the debts or obligations of the others.

SECTION 7.3. INDEMNIFICATION AND MINIMUM INTERFERENCE. To the fullest extent permitted under applicable law, each Party hereby agrees to defend, indemnify and hold the other harmless on account of any damage or injury caused by such Party or its contractors, employees or agents as a result of exercising any of its rights or in performing any of its obligations hereunder.

SECTION 7.4. CAPTIONS. The captions of the Sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction.

SECTION 7.5. GOVERNING LAW. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of New York.

SECTION 7.6. COUNTERPARTS. Several copies of this Agreement may be signed, and each shall be deemed an original.

SECTION 7.7. NO GIFT OR DEDICATION. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Industrial Park to the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

SECTION 7.8. COVENANTS RUN WITH THE LAND. It is intended that the covenants and agreements set forth in this Agreement shall be construed as both covenants and conditions, and that they shall run with the land and be affirmatively enforceable against Rotterdam the Lot and any grantee, personal representative, heir, successor and assign thereof, and shall continue to be easements, servitudes, charges and encumbrances appertaining to and upon, and covenants benefiting, binding and running with the land, buildings and improvements now or later existing within the Industrial Park.

SECTION 7.9. DEFAULT OBLIGATIONS. If any party is in default under this Agreement, the non-defaulting party(ies) may proceed to make payment or take such action as shall be necessary to remedy such default for the account of the defaulting party. Thereafter, on demand, the defaulting party shall reimburse the non-defaulting party(ies) for the expenses (including reasonable counsel fees) incurred by the non-defaulting party(ies) in paying such sum or taking such action, together with all penalty sums reasonably required to be paid by it, if any, arising from such default, with interest at the highest prime rate as published from time to time in the Wall Street Journal, or any successor newspaper or news source reasonably agreeable to the

parties, plus 3% per annum from the date of expenditure to the date of payment. In the case of emergency and the responsible party does not act in an expeditious manner, the other party(ies) may exercise its/their rights hereunder without the necessity of notice. At the time the non-defaulting party(ies) gives notice to the defaulting party as aforesaid, it shall also give notice of such default to all mortgagee(s) holding a mortgage(s) encumbering the real property owned or leased by the defaulting party of which the non-defaulting party(ies) has notice and such mortgagee(s) shall have the right but not the obligation to cure such default.

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

DRAFT

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

ROTTERDAM VENTURES, INC.

by _____
Name _____
Title _____

State of New York)
County of _____) ss.:

On the _____ day of _____ in the year 2022 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A DESCRIPTION

(Consisting of 58.-1-7, 58.-1-2.112, 58.-1-2.13/1 & 2.13/3, 58.-1-15, 58.-1-16, 58.-1-2.31)

DRAFT

SCHEDULE B

BUILDING 17 PROPERTY LEGAL DESCRIPTION

All that tract, piece or parcel of land situate, lying and being in the Town of Rotterdam, County of Schenectady, State of New York, known and designated on a map entitled "Subdivision Plan for Building 17 Rotterdam Industrial Park Rotterdam, Schenectady County", made by Hershberg & Hershberg, C.E. & L.S., dated November 26, 2021, last revised _____, 202____, and filed in the Schenectady County Clerk's Office _____, 2022 in Plat Cabinet ____ as Map Number _____, as Proposed Lot No. 1.

DRAFT

Zoning Board of Appeals Agenda

January 19, 2022

Page 4

3. **Victor Fazio (contract vendee) – 1143 Highbridge Road, Rotterdam, NY**, Tax Map #49.20-1-1 located in the Single Family Residential (R-1) Zoning District. Petitioner respectfully requests that he be granted area variances as prescribed in the Town of Rotterdam Zoning Code being Chapter 270-31 entitled “Lot Area.” Chapter 270-31(a) states that the required minimum lot area shall be not less than 15,000 square feet, with a lot width of not less than 100 feet. The applicant is requesting a variance in order to construct a single-family residence on an existing ±1.75-acre lot containing a lot width of 89.80 feet, which would require a variance of 10.2 feet.

SEQR Requirement: Type 2 Listed Action – 6NYCRR Part 617.5. No further review is required.

County 239-m Requirement: County review is not required and is exempt pursuant to the 2011 MOU between Schenectady County Economic Development and Planning and the Town of Rotterdam.

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

PART II

VARIANCE APPLICATION
General Information

Legal Owner's Name: Frederico G. Polsinelli

Mailing Address: 414 Vincent Drive
City: Schenectady State: NY Zip: 12303
Daytime Phone: 518-928-6449 Fax: _____

If applicant is not the owner, include the written owner authorization form below designating the contact to serve as representative.

Owner's Designated Contact: Inqalls & Associates, LLP

Mailing Address: 2603 Guilderland Avenue
City: Schenectady State: NY Zip: 12306
Daytime Phone: 518-393-7725 ext. 110 Fax: _____

Project/Proposal Site Area (Acres or sq. ft.): 1.8+/- Acres
Assessor Tax Parcel No.(s) of Proposal Site: 59.20-5-2.1

RECEIVED

Adjacent Area Owned or Controlled (Acres or sq. ft.): NA
Assessor Tax Parcel No.(s) of Adjacent Land Owned or Controlled: _____

DEC 30 2011

Name and Address of All Adjacent Landowners:

NAME: Dorothy J. Kennedy
ADD: 1113 Highbridge Road
Schenectady, NY 12303
Tax ID# 59.20-5-1.1

NAME: John M. Campbell
ADD: 1788 Devendorf Road
Schenectady, NY 12303
Tax ID# 59.20-5-16

Mark K. Ecker
1157 Highbridge Road
Schenectady, NY 12303
Tax ID# 59.20-5-4

NAME: Edward B. Benjamin
ADD: 1804 Devendorf Road
Schenectady, NY 12303
Tax ID# 59.20-5-20

NAME: Peter Walker
ADD: 1784 Devendorf Road
Schenectady, NY 12303
Tax ID# 59.20-5-15

Carolyn A. Pitt
1153 Highbridge Road
Schenectady, NY 12303
Tax ID# 59.20-5-3

NAME: Rachel E. Graber
ADD: 11 E Claremont Road
Schenectady, NY 12303
Tax ID# 59.20-5-19

NAME: Rocco A. Visconti
ADD: 1169 Highbridge Road
Schenectady, NY 12303
Tax ID# 59.20-5-7.1

Devon R. Heppelle
11 Phyllis Court
Schenectady, NY 12303
Tax ID# 59.16-4-46

NAME: Arlene V. Tucker
ADD: 1796 Devendorf Road
Schenectady, NY 12303
Tax ID# 59.20-5-18

NAME: Diane L. Ritz
ADD: 3062 E. Lydius Street
Schenectady, NY 12303
Tax ID# 59.20-5-6.1

Michelle Pierce
9 Phyllis Court
Schenectady, NY 12303
Tax ID# 59.16-4-45

Sandra A Bestler
1792 Devendorf Road
Schenectady, NY 12303
Tax ID# 59.20-5-17

Jeffrey Olsen
1161 Highbridge Road
Schenectady, NY 12303
Tax ID# 59.20-5-5

Street Address of Proposed Site (if any): 1143 Highbridge Road

Describe Existing Use(s) on Proposed Site (Such as buildings, well, sewer drainfield and others): _____
The project site is currently vacant.

Existing Zoning Classification: R1 - One-Family Residential

School District: Mohonasen Fire District: 3

Water Supply Town of Rotterdam

Existing/Proposed Use of Property:

- | | |
|---|---|
| <input checked="" type="checkbox"/> A1 One-family dwelling | <input type="checkbox"/> C1 Business |
| <input type="checkbox"/> A2 Two-family dwelling | <input type="checkbox"/> C2 Mercantile |
| <input type="checkbox"/> B1 Multiple Dwelling (permanent occupancy) | <input type="checkbox"/> C3 Industrial |
| <input type="checkbox"/> B2 Multiple Dwelling (transient occupancy) | <input type="checkbox"/> C4 Storage |
| <input type="checkbox"/> B3 Multiple Dwelling (senior citizen housing) | <input type="checkbox"/> C5 Assembly |
| <input type="checkbox"/> B4 Multiple Dwelling (adult residential care facility) | <input type="checkbox"/> C6 Institutional |
| <input type="checkbox"/> C7 Miscellaneous | |

LEGAL INFORMATION

Location of Proposal Site (General description by which direction and how far from roads and intersections and other community features): The project site is located at 1143 Highbridge Road just east of NYS Route 890.

Name of Public Road (s) providing access: Highbridge Road

Width of Property Fronting on Public Road: 89'+/(Highbridge Road)

I have attached a legal description of the proposed site: yes no

Section(s) of the zoning ordinance under which a variance is requested:
Section 270-31, "Lot Area"

Purpose for the requested variance: To utilize the existing frontage to create a single family building lot by requesting a variance for lot width at the Right-of Way.

Are there special circumstances such as lot size, slope, topography or necessary size or shape of the building, which prevent compliance with the zoning ordinance? If so, please explain:
The total parcel is left over from the Freds Community Plot dated 4-23-1949 and lot line adjustment to combine tax map number 59.20-5-2 and 59.20-5-22 in 2012. The proposed development will meet all other bulk area requirements.

PLEASE DISCUSS EACH OF THE FOLLOWING FIVE (5) CRITERIA WHICH FORM THE LEGAL BASIS FOR THE GRANTING OF A VARIANCE

Explain why you believe that your variance request will not create an undesirable change to the character of the neighborhood or be a detriment to nearby properties if it is granted:

The proposed lot will not be detrimental as it creates additional single family residential unit, which are consistent with the existing character of the immediately adjacent single-family residential neighborhood.
The request for a variance for 11 feet of relief for frontage along Highbridge Road will be consistent with the character of the immediately adjacent single-family units.

Can the benefit you seek by this variance request be achieved by some other means? If not, explain why there are no other alternatives:

The parcel is an existing lot with 89 feet of frontage along Highbridge road.

Is your request a substantial variance from the ordinance? Please explain:

The request for lot frontage relief for the parcel is approximately 11 +/- to create the single family residential lot.

Why do you believe the proposed variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood? Please explain:

The proposed single-family residential lot with reduced lot frontage will not have an adverse effect or impact on the physical or environmental conditions of the neighborhood. The proposed lot solely does not meet the current frontage requirement, similar to multiple existing single-family residential lots in the Town of Rotterdam. The proposed lot will be connected to the Town water supply and have an on-site waste water system.

Explain how the difficulty arose and why said difficulty was not self created (purchasing property without first checking the zoning restrictions and/or limitations is an example of a self-created hardship):

The applicant desires to develop the proposed lot to create a single-family residential unit.
The applicant seeks to keep this proposed development in harmony with the residential character of the area. Additionally, this will benefit the Town by creating more tax base, and increase water revenue.

If you have any additional comments, please attach them on a separate sheet of paper.

PART III
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.

Name: Estate of Vincenza Polsinelli Date: 12/29/2021
Address: 414 Vincent Dr. Phone: 518-928-6449
Schenectady, NY 12303 Zip: _____

Frederico G. Polsinelli, Executor Date: 12/29/2021
*#1 Signature of Applicant or Representative
Frederico G. Polsinelli, Executor
Notary
*(For Signature #1 Above)

STATE OF NEW YORK ss:
COUNTY OF SCHENECTADY

SUBSCRIBED AND SWORN to me this 29th day of DECEMBER 2021.

NOTARY SEAL
ELIZABETH M HANLEY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA8138445
Qualified in Albany County
Commission Expires December 19, 2025

Elizabeth M Hanley
Notary Signature
Notary Public in and for the State of New York
My appointment expires: 12/19/25

XX

Name: Victor Fazio Date: 12-29-21
Address: 1409 Curry Road Phone: 518-528-3290
Schenectady, NY Zip: 12306

[Signature] Date: 12/29/2021
*#2 Signature of Applicant or Representative
Notary
*(For Signature #2 Above)

STATE OF NEW YORK ss:
COUNTY OF SCHENECTADY

SUBSCRIBED AND SWORN to me this 29th day of December, 2021.

NOTARY SEAL
RAYMOND N. INGRAHAM III
Notary Public, State of New York
No. 01IN6396620
Qualified in Schenectady County
Commission Expires Aug. 26, 2023

[Signature]
Notary Signature
Notary Public in and for the State of New York
My appointment expires: Aug, 26 2023

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, Frederico G. Polsinelli, Executor of the Estate of Vincenza Polsinelli, being duly sworn declare that I am the Executor of the Estate of Vincenza Polsinelli who is the owner of the property involved in a proposed **Area Variance** application request before the Town of Rotterdam for property known as parcel number (s):

Tax Map No.49.20-1-1 – 1143 Highbridge Road

I hereby grant **Victor Fazio** (contract vendee) 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): *Frederico G. Polsinelli*

Date: 12/20/2021

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF ALBANY)

SUBSCRIBED AND SWORN to before me this 20 day of DECEMBER, 2021

NOTARY SEAL *Elizabeth M Hanley*
Notary Signature

Notary Public in and for the State of New York
Residing at: 10 DANIELWOOD DR LOUDONVILLE NY 12211
My appointment expires: 12/19/2025

ELIZABETH M HANLEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HA6138445
Qualified in Albany County
My Commission Expires 12-19-2021 25



December 15, 2021

Technical Description
Lands of Vincenza Polsinelli
Highbridge Road

All that piece or parcel of land, situate in the Town of Rotterdam, County of Schenectady, State of New York, lying northerly and easterly of Peter Road, southerly of Highbridge Road, westerly of Devendorf Road and being more particularly bounded and described as follows;

Beginning at a point on the southerly line of Highbridge Road at its intersection with the division line between lands now or formerly of Theodore M. Kennedy and Elizabeth Dottie Glendenning (L. 1758 P. 688) also being known as #1113 Highbridge Road on the west and lands now or formerly of Vincenza Polsinelli (L. 1851 P. 666) being the herein described on the east and running thence South $76^{\circ} 33' 02''$ East along the southerly line of Highbridge Road for a distance of 89.80 feet to a point, said point also being the intersection of said southerly line and the division line between lands now or formerly of Carolyn Pitt (L. 1529 P. 489) also being known as #1153 Highbridge Road on the east and lands now or formerly of Vincenza Polsinelli (L. 1851 P. 666) being the herein described on the west; thence along said division line and also along lands now or formerly of Pitt in part and also along Ecker (L. 924 P. 71) and Olsen (L. 1930 P. 547) being known as #1157 and #1161 Highbridge Road on the east and north and lands now or formerly of Vincenza Polsinelli (L. 1851 P. 666) being the herein described on the west and south the following two (2) courses and distances:

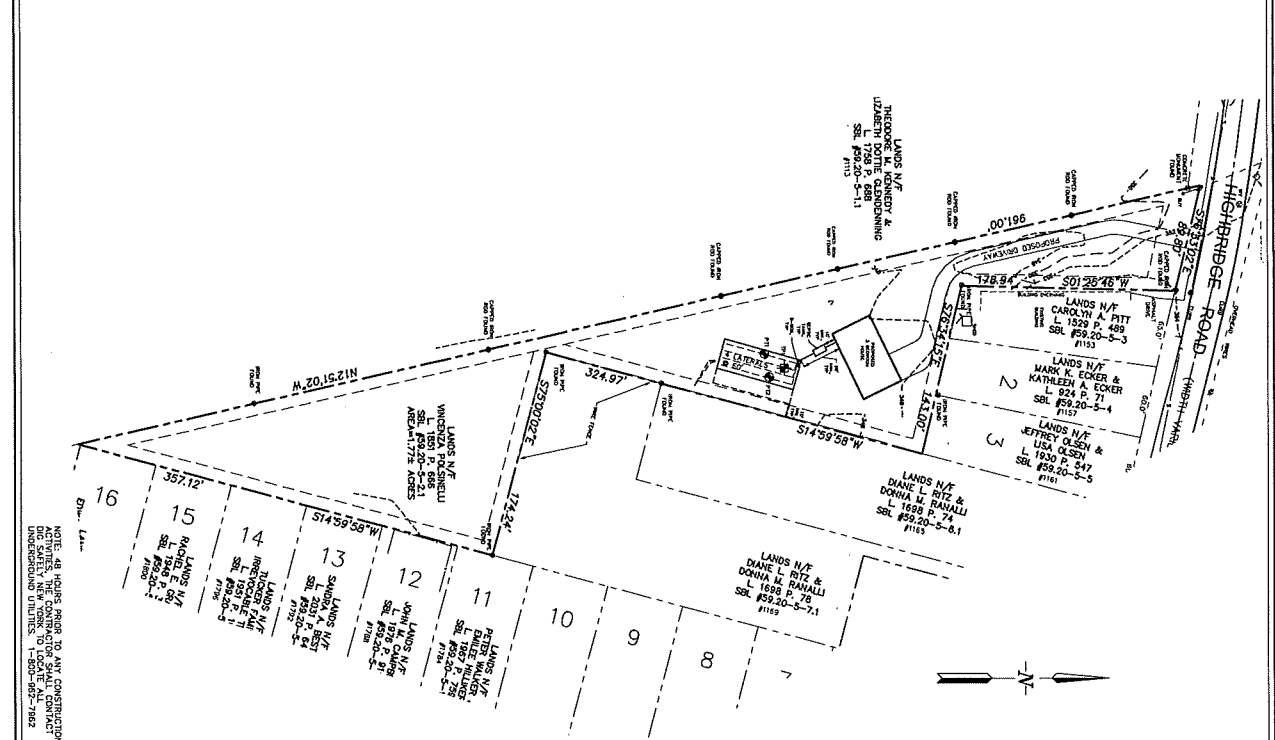
- 1.) Thence South $01^{\circ} 25' 46''$ West for a distance of 178.94 feet to a point; and
- 2.) Thence South $76^{\circ} 34' 15''$ East for a distance of 143.00 feet to a point, said point also being the intersection of the said line and the division line between lands now or formerly of Diane L. Ritz and Donna M. Ranalli (L. 1698 P. 74) also known as #1165 Highbridge Road on the east and lands now or formerly of Vincenza Polsinelli (L. 1851 P. 666) being the herein described on the west; thence along said division line with lands now or formerly of Ritz and Ranalli (L. 1698 P. 74, L. 1698 P. 78) also known as # 1165 and #1169 Highbridge Road on the east and north and lands now or formerly of Vincenza Polsinelli (L. 1851 P. 666) being the herein described on the west and south the following two (2) courses and distances:

- 1.) Thence South $14^{\circ} 59' 58''$ West for a distance of 324.97 feet to a point; and
- 2.) Thence South $75^{\circ} 00' 02''$ East for a distance of 174.24 feet to a point, said point also being the intersection of said and the division line between lands now or formerly of Peter Walker and Emilee Walker (L. 1967 P. 759) also known as #1784 Devendorf Road on the east and lands now or formerly of Vincenza Polsinelli (L. 1851 P. 666) being the herein described on the west; thence South $14^{\circ} 59' 58''$ West along said division line and along lands now or formerly of Campbell (L. 1976 P. 1915), Bestler (L. 2031 P. 647), Tucker (L. 1951 P. 160), Graber (L. 1948 P. 384), and Benjamin (L. 1947 P. 174) being #1784 thru #1804 Devendorpf Road for a distance of 357.12 feet to a point, said point also being the intersection of said line and the afore-mentioned division line between lands now or formerly of Theodore M. Kennedy and Elizabeth Dottie Glendenning (L. 1758 P. 688) also being known as #1113 Highbridge Road on the west and lands now or formerly of Vincenza Polsinelli (L. 1851 P. 666) being the herein described on the east; thence North $12^{\circ} 51' 02''$ West along said division line for a distance of 961.00 feet to the point and place of beginning, containing 1.77 acres of land, more or less.

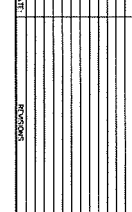
Subject to any and all easements, conditions, covenants and/or restrictions of record that may affect the above described parcel.

The above described being a portion of the same premises conveyed by Vincenza Polsinelli as Executor of the Estate of the Last Will and Testament of Biagio Polsinelli to Vincenza Polsinelli by deed dated January 31, 2012 and recorded in the Schenectady County Clerk's Office on March 1, 2012 in Liber 1851 of Deeds at Page 666.

The above described being more fully shown in part on a map entitled "Fred's Community Plot, V. Polsinelli Owner, Town of Rotterdam, Schenectady Co. N.Y." as prepared by F.M. Van Zile, P.E. & L.S. on January 25, 1949 and filed in the Schenectady County Clerk's Office on May 6, 1949 in Plat Cabinet F as Map No.'s 210 & 211.



NOTE: USE HOOPER'S RULE TO ANY CONSTRUCTION AND SAFETY IN NEW YORK TO LOCATE ALL DIMENSIONS AND DIMENSIONS. 1-508-784-7882



| DATE | DESCRIPTION | BY |
|------|-------------|----|
| | | |

ingalls & associates, LLP
 1409 CURRY ROAD
 SCHEMENGLADY, NY 12306
 518-784-7882

SITE PLAN
 LANDS N/F POLSINELLI
 1409 CURRY ROAD
 SCHEMENGLADY, NY 12306
 SCALE: 1" = 50'
 SHEET 1 OF 1

DEED REFERENCE:
 TO BE COVERED BY A UNIFORM PLAT AS EXCEPTED BY THE LAST TWO AND RECORDED IN THE SHERMAN COUNTY CLERK'S OFFICE ON MARCH 1, 1993 IN BOOK 103 OF DEEDS AT PAGE 88.

MAP REFERENCE:
 1) LAND REFERENCE COUNTY MAP 1, A UNIFORM PLAT, TOWN OF NOTHAMPTON, 1984 AND FILED IN THE SHERMAN COUNTY CLERK'S OFFICE ON MAY 6, 1984 IN PLAT BOOK 1 OF DEEDS ON PAGE 210 OF THIS.

NOTES:
 1) SHOWN MAPS, TOWN OF NOTHAMPTON - THE MAP 302A BOOK 3, PARCEL 21
 2) SURVEY REQUIRED BY INDICATE A CORRECTION, LIP FROM A CORRECT 2001 FIELD
 3) MAPS IS INTENDED TO BE AS SHOWN STATE MAPS, LIP FROM
 4) SUBJECT TO ALL STATE, LOCAL, FEDERAL OR RESTRICTIONS, RECORDS OR
 5) SUBJECT TO ANY STANDARD OF FACT IN AN IN-SITU SURVEY OF THIS MAPS
 6) UNDESIGNED PORTION OF SOON BEING THE BASIS ON WHICH PROPERTY RECORDS
 7) UNDESIGNED PORTION OF SOON BEING THE BASIS ON WHICH PROPERTY RECORDS
 8) UNDESIGNED PORTION OF SOON BEING THE BASIS ON WHICH PROPERTY RECORDS
 9) UNDESIGNED PORTION OF SOON BEING THE BASIS ON WHICH PROPERTY RECORDS
 10) UNDESIGNED PORTION OF SOON BEING THE BASIS ON WHICH PROPERTY RECORDS

PROPERTY DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

LEGEND:
 DASHED PROPERTY LINE
 SOLID PROPERTY LINE
 ADJACENT PROPERTY LINE
 DASHED CURBLINE
 DASHED SIDEWALK
 PROPOSED DRIVE LAYOUT
 PROPOSED DRIVE NAME
 PROPOSED DRIVE LOCATION
 PROPOSED DRIVE WIDTH
 PROPOSED DRIVE LOCATION

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27

TEST DATA:
 TEST NUMBER: 107
 TEST DATE: 10/27/07
 TEST TIME: 10:27