RESOLUTION NO. 341.22

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR NOVEMBER 2022

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of November 2022, has been placed on file and the town clerk's check in the amount of six thousand one hundred ninety-two dollars and 23/100 ($6,192.23) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective December 14, 2022.

DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE: **December 6, 2022**

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for **November 2022, $6,192.23** in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: **December 14, 2022**

TO BE PLACED ON TOWN BOARD MEETING OF: **December 14, 2022**

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of **December 14, 2022**

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WAS PREPARED BY: DIANE M. MARCO, TOWN CLERK

Town Clerk Monthly Report
November 01, 2022 - November 30, 2022

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	15	58.73
			Sub-Total:	**$58.73**
Dog Licensing	Exempt Dog	A2544	5	0.00
Dog Licensing	Female, Spayed	A2544	100	1,400.00
Dog Licensing	Female, Unspayed	A2544	23	391.00
Dog Licensing	Male, Neutered	A2544	90	1,260.00
Dog Licensing	Male, Unneutered	A2544	15	255.00
Dog Licensing	Replacement Tags	A2544	2	6.00
			Sub-Total:	**$3,312.00**
Ez pass	Ez Pass	A1255	2	50.00
			Sub-Total:	**$50.00**
Late Fees	Late Fee -Dog Renewal	A1550	60	600.00
			Sub-Total:	**$600.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	9	157.50
			Sub-Total:	**$157.50**
Misc	Impoundment Fees - Dogs	A1550	2	20.00
			Sub-Total:	**$20.00**
MISC. FEES	Certified Copies	A1255	134	1,367.00
			Sub-Total:	**$1,367.00**
parade permit	Parade Permit	002328	10	250.00
			Sub-Total:	**$250.00**
PERMIT FEES	Garage Sale	A2590	6	30.00
			Sub-Total:	**$30.00**
Senior Discount	Senior Discount	A2544	53	-528.00
			Sub-Total:	**-$528.00**
Taxicab License	Taxi	A2545	2	875.00
			Sub-Total:	**$875.00**
			Total Local Shares Remitted:	**$6,192.23**

Amount paid to:	NYS Ag. & Markets for spay/neuter program	304.00
Amount paid to:	NYS Environmental Conservation	1,005.27
Amount paid to:	State Health Dept. For Marriage Licenses	202.50

Total State, County & Local Revenues:	**$7,704.00**	**Total Non-Local Revenues:**	**$1,511.77**

To the Supervisor:
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane M. Marco, Town Clerk, Town of Rotterdam during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Mollie A. Collins — Supervisor — 12/1/22 — Date

Diane M. Marco — Town Clerk — 12/1/22 — Date

Monthly Worksheet of Daily Work
November 2022

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION		BINGO GAMES CHANCE	TOWN PORTION	EZ Pass
11/1/2022	$187.00	$52.00	$49.13	$2.87	$125.00	$11.00	$114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/2/2022	$363.00	$124.00	$117.15	$6.85	$145.00	$15.00	$130.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/3/2022	$232.00	$87.00	$82.20	$4.80	$110.00	$13.00	$97.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/4/2022	$225.00	$15.00	$14.17	$0.83	$95.00	$10.00	$85.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$25.00
11/7/2022	$278.00	$77.00	$72.75	$4.25	$111.00	$14.00	$97.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$0.00
11/9/2022	$235.00	$0.00	$0.00	$0.00	$165.00	$16.00	$149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/10/2022	$536.00	$47.00	$44.41	$2.59	$291.00	$30.00	$261.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/14/2022	$997.00	$107.00	$101.08	$5.92	$405.00	$40.00	$365.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00
11/15/2022	$170.00	$5.00	$4.72	$0.28	$155.00	$16.00	$139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/16/2022	$277.00	$22.00	$20.79	$1.21	$125.00	$10.00	$115.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/17/2022	$523.00	$213.00	$201.26	$11.75	$135.00	$14.00	$121.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$25.00
11/18/2022	$663.00	$62.00	$58.58	$3.42	$331.00	$32.00	$299.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/21/2022	$1,055.00	$32.00	$30.23	$1.77	$185.00	$18.00	$167.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$0.00
11/22/2022	$300.00	$0.00	$0.00	$0.00	$155.00	$11.00	$144.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/23/2022	$447.00	$57.00	$53.86	$3.14	$185.00	$18.00	$167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/28/2022	$622.00	$102.00	$96.37	$5.63	$95.00	$12.00	$83.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00
11/29/2022	$360.00	$0.00	$0.00	$0.00	$180.00	$16.00	$164.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11/30/2022	$232.00	$62.00	$58.58	$3.42	$95.00	$8.00	$87.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00
Audited by DMM 11/30/22	$7,704.00	$1,064.00	$1,005.27	$58.73	$3,088.00	$304.00	$2,784.00	$360.00	$202.50	$157.50	$0.00	$0.00	$0.00	$50.00

TOWN OF ROTTERDAM
TOWN CLERK ACCOUNT
1100 SUNRISE BLVD
ROTTERDAM, NY 12306

2886

DATE December 1, 2022

PAY TO THE ORDER OF Millie A. Collins Supervisor

$ 6,192.23

Six Thousand One Hundred Ninety-two and 23/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revenue Nov 2022

Dina M. Mills
Town Clerk

⑈002886⑈ ⑆021300077⑆ 884000898⑈

RESOLUTION NO. 342.22

TO APPROVE BUDGET TRANSFERS TO THE 2022 AND 2023 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for **2022** are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A3120 119532	FROM:	Retirement Allowance	-65,000.00
General	A3120 2540	FROM:	Miscellaneous Equip.	-15,000.00
General	A3120 4300	FROM:	Expenses School, Inv.	-8,000.00
General	A3120 4317	FROM:	Emgncy Equip & Suppl	-16,000.00
General	A3120 4362	FROM:	Police Academy Expen.	-17,500.00
General	A3120 4803	FROM:	Pol Comp Maint. Con.	-36,000.00
General	A3120 108032	INTO:	Overtime Police Officers	+157,500.00
General	A3120 2010	FROM:	Patrol Vehicles	-19,430.00
General	A3120 4316	INTO:	Emergency Generator	+2,000.00
General	A3120 4318	INTO:	Uniform Allowance PO	+6,000.00
General	A3120 4327	INTO:	Refuse Collection	+230.00
General	A3120 4805	INTO:	Police Internet Serv.	+200.00
General	A3120 4900	INTO:	Building Repairs	+4,000.00
General	A3120 110032	INTO:	School Traffic Officer	+1,000.00
General	A3120 105032	INTO:	Secretary to the Chief	+6,000.00
General	A7110 4149	FROM:	Summer Rec Prog Supp.	-3,000.00
General	A7110 4152	INTO:	Dumpster Rental	+3,000.00
General	A7110 4151	FROM:	Supply Material Ball	-1,046.32
General	A7110 4200	INTO:	Parks Telephone	+1,046.32
General	A7110 4145	FROM:	Parks Machinery Repair	-2,900.00
General	A7110 4904	INTO:	Parks Maint. & Supplies	+2,900.00
General	A7110 4153	FROM:	Parks Improvements	-24,000.00
General	A7110 2000	INTO:	Parks Mower/Table/Equip	+24,000.00
General	A1440 4850	FROM:	Engineering Consultant	-7,315.73
General	A1440 2000	INTO:	Equipment	+2,334.44
General	A1490 4100	INTO:	DPW Office Supplies	+846.88
General	A1490 4200	INTO:	DPW Telephone	+2,709.23
General	A1490 4400	INTO:	DPW Repair/Machine Cont.	+668.18
General	A1490 4801	INTO:	DPW Software & Supply	+684.00
General	A1490 4300	INTO:	DPW Conferences	+73.00

General	A1620 130012	FROM:	Laborer P/T	-11,634.18
General	A1620 4120	INTO:	Buildings Fire Alarm	+1,279.41
General	A1620 4601	INTO:	Preventative Maintenance	+10,224.16
General	A1620 1902	INTO:	Buildings HVAC Maint.	+130.61
General	A3620 2000	FROM:	Safety Inspection Equip.	-1,884.02
General	A3620 4201	INTO:	Building Inspector Cell Ph.	+454.02
General	A3620 4300	INTO:	Safety Inspector Conference	+1,430.00
General	A3620 4901	FROM:	Building Insp. Demolition	-1,190.00
General	A1620 2000	INTO:	Equipment	+1,190.00
General	A8020 4300	FROM:	Planning Conferences	-50.00
General	A8020 4421	INTO:	Zone & Plan Books	+50.00
General	A8189 4904	FROM:	Maintenance & Supply	-500.00
General	A8189 4302	INTO:	Gasoline	+500.00
General	A1315 130004	FROM:	Sr Pr Audit Clerk	-5,342.14
General	A1315 140004	INTO:	Senior Account Sp	+5,342.14
General	A1315 130004	FROM:	Sr Pr Audit Clerk	-2,040.36
General	A1315 150004	INTO:	Payroll Audit Clerk	+2,040.36
General	A1315 100004	FROM:	Comptroller	-14,625.00
General	A1315 150004	INTO:	Payroll Audit Clerk	+14,625.00
General	A1620 120012	FROM:	Laborer P/T	-2,695.24
General	A1620 110012	INTO:	Cleaner	+2,695.24
General	A1620 130012	FROM:	Laborer P/T	-40.38
General	A1620 120011	INTO:	Asst Director of Pub W	+40.38
General	A3510 110015	FROM:	Dog Warden P/T	-6,000.00
General	A3510 120015	INTO:	Animal Control P/T	+6,000.00
General	A3620 105016	FROM:	Director PW	-42,000.00
General	A3620 100016	INTO:	Building Inspector	+42,000.00
General	A3620 105016	FROM:	Director PW	-5,000.00
General	A3620 130016	INTO:	Zoning Officer	+5,000.00
SD2	S2 0909	FROM:	Unappropriated Fund Balance	-115,940.00
SD2	S21930 4716	INTO:	Tax Cancellations	+115,940.00
SD2	S28120 4859	FROM:	Sewer Line Repair	-2,400.00
SD2	S28120 4857	INTO:	Auto Equipment & Supply	+2,400.00
SD2	S28120 4859	FROM:	Sewer Line Repair	-10,102.11
SD2	S28110 4300	INTO:	S2 Conferences/Training	+3,000.00
SD2	S28120 4302	INTO:	Sewer 2 Gas Oil Lube	+4,161.46
SD2	S28120 4351	INTO:	Bonding Attorney Fee	+932.46
SD2	S28210 4857	INTO:	Auto Equipment & Supply	+98.91
SD2	S28130 4200	INTO:	Telephone & FCL	+553.05
SD2	S28130 4319	INTO:	Uniforms & Cleaning	+1,356.23

SD2	S28110 122582	FROM:	.30 Account Clerk	-70.00
SD2	S28110 100082	INTO:	Ast Director Pub	+70.00
SD2	S28110 122582	FROM:	.30 Account Clerk	-3,281.00
SD2	S28130 120084	INTO:	SS2 Overtime	+3,281.00
SD2	S28130 155084	FROM:	Sewer Laborer FT	-787.00
SD2	S28130 120084	INTO:	SS2 Overtime	+787.00
SD2	S28130 150084	FROM:	WWTP Operator	-600.00
SD4	S48120 140055	INTO:	Overtime	+600.00
W3	W33810 4850	FROM:	Engineering Consultant	-312.89
W3	W38310 4855	INTO:	Paying Agent Fees	+40.00
W3	W38320 4904	INTO:	W3 Building Ground Maint.	+272.89
W3	W38320 4850	FROM:	Consultant	-700.00
W3	W38330 4874	INTO:	W3 Hypo Chlorite So.	+700.00
W3	W38310 123092	FROM:	Town Engineer	-25.00
W3	W38310 106592	INTO:	Asst Director Pub	+25.00
W3	W38310 123092	FROM:	Town Engineer	-2,085.00
W3	W38320 120092	INTO:	W3 Overtime	+2,085.00
W3	W38310 101192	FROM:	Account Clerk	-1,200.00
W3	W38320 130092	INTO:	W3 Overtime	+1,200.00
W3	W38310 101192	FROM:	Account Clerk	-135.00
W5	W58310 100094	INTO:	Asst Dir of Pub Work	+135.00
W5	W58310 4810	FROM:	Digitization of Map	-2,411.48
W5	W58310 4200	INTO:	W5 Telephone	+1,271.85
W5	W58310 4351	INTO:	W5 Bonding Attorney Fee	+1,139.63
W5	W58310 4850	FROM:	W5 Engineering/Consultant	-43,001.08
W5	W58320 2000	INTO:	W5 Equipment	+1,866.45
W5	W58320 4881	INTO:	W5 Test Drinking Water	+7,528.63
W5	W58330 4098	INTO:	W5 Chemicals	+33,606.00
W5	W58320 4850	FROM:	Consultant	-5,000.00
W5	W58320 4500	INTO:	Electricity	+5,000.00
W5	W58340 4889	FROM:	W5 Backfill/Pavement Rep.	-6,367.44
W5	W58340 4010	INTO:	Easements	+367.44
W5	W58340 4305	INTO:	W5 Auto Equipment Supply	+6,000.00
W5	W58320 4850	FROM:	Consultant	-5,000.00
W5	W58320 4904	INTO:	W5 Buildings Grounds Maint.	+5,000.00
Hwy	DA5110 4147	FROM:	Hwy Resurfacing	-90,000.00
Hwy	DA5112 2003	INTO:	Chips/Improvements	+90,000.00
Hwy	DA5110 120054	FROM:	MEO Medium Gr	-3,191.00
Hwy	DA5110 160054	INTO:	Seasonal Labor	+3,191.00
Hwy	DA5140 135056	FROM:	Laborer Brshwd	-4,636.00

Hwy	DA5140 105056	INTO:	Sr MEO Heavy Brshwd	+4,636.00
Hwy	DA5140 135056	FROM:	Laborer Brshwd	-5,987.00
Hwy	DA5140 120056	INTO:	MEO Medium Brshwd	+5,987.00
Hwy	DA5140 135056	FROM:	Laborer Brshwd	-2,344.00
Hwy	DA5140 130056	INTO:	Sr laborer Brshwd	+2,344.00
Hwy	DA5140 101056	FROM:	Wrkng Cr Leader B	-17,734.00
Hwy	DA5140 130056	INTO:	Sr laborer Brshwd	+17,734.00
Hwy	DA5110 115054	FROM:	MEO Heave Gr	-1,345.00
Hwy	DA5110 130056	INTO:	Sr laborer Brshwd	+1,345.00
Hwy	DA5142 101057	FROM:	Wkg Cr Leader Snow	-23,527.00
Hwy	DA5142 105057	INTO:	Sr MEO Heavy Snow	+23,527.00
Hwy	DA5142 101057	FROM:	Wkg Cr Leader Snow	-1,000.00
Hwy	DA5142 180057	INTO:	Snow Overtime	+1,000.00

	Revenue	Expenditure
INCREASE DA3501 3501 (CHIPS)	199,473.45	
INCREASE DA5112 2003 (CHIPS/IMPROVEMENTS)		199,473.45

SECTION 2. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for **2023** are hereby audited and approved:

SD2	S21001 100100	FROM:	Property Taxes	-1,091,419.33
SD2	S22120 212000	INTO:	Sewer Rents	+1,091,419.33

SECTION 3. This resolution shall become effective December 14, 2022

DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE: **December 9, 2022**

TO: **Mollie A. Collins, Supervisor**

FROM: **Megan Griffin, Confidential Secretary**

TITLE OF REQUEST: To approve budget transfers to the 2022 and 2023 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of December 14, 2022

Background Information: Transfers to cover appropriation accounts for the 2022 and 2023 budget process.

Evaluation/Analysis: Necessary to keep expenditures funded for purchases.

Recommendation(s): To be placed on the Town Board meeting of December 14, 2022 and approve the transfer.

Attachment/Document(s): Memorandums from department heads.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Town Law 102, 113 & 113

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

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

LEGISLATIVE REQUEST FORM

DATE: December 8, 2022

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Modification of 2023 Adopted Budget

TOWN BOARD MEETING: December 14, 2022

Background Information: The 2022 adopted budget for Sewer District 2, Extension 201 (DS201) included a debt service payment that should have been allocated to the entire Sewer District. The amount of the reduction in the amount of $133,995.65 is due to Schenectady County who approved the correction/reduction to the affected properties and satisfied the original warrant in total.

Evaluation/Analysis: The amount of $133,995.65 was not included in the 2023 Adopted Budget as it was our understanding that this amount was able to be included on the 2023 tax bills as a relevy. We have now been informed by the County that we are unable to relevy amounts due to special districts and must raise it as taxes.

Recommendation(s): Modify the 2023 Adopted Budget to account for the $133,996.65 that is due to be repaid to the County for 2022 debt service in Sewer District #2 by reclassifying the balance of the $1,225,415.00 from the 2023 Adopted Budget ($1,091,418.35) that was entered in error under property taxes rather than as sewer rents for operation and maintenance.

Attachment/Document(s): Budget Modification Detail

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

2023 Budget Modification

Sewer District #2

Revenues

From:	S21001	100100	Property Taxes	1,091,419.33
To:	S22120	212000	Sewer Rents	1,091,419.33

TOWN OF

Rotterdam, NY

"A Nice Place to Live"
"A Nice Place to do Business"

Office of the Comptroller

Marcus Montgomery
Comptroller

1100 Sunrise Boulevard
Rotterdam, NY 12306

Phone (518) 355-7575 Ext.394
Fax (518) 356-9029

LEGISLATIVE REQUEST FORM

DATE: December 9, 2022

TO: Mollie Collins, Supervisor

FROM: Marcus Montgomery, Comptroller

TITLE OF REQUEST: Budget Transfers

TOWN BOARD MEETING: **December 14, 2022**

Background Information: Budget transfers are needed to finalize corrections to payroll lines

Evaluation/Analysis: Payroll lines with expenditures in excess of the budgeted amounts are being reconciled

Recommendation(s): Place on Town Board meeting agenda of December 14, 2022 authorization to make the attached budget transfers.

Attachment/Document(s): List of budget transfers/amendments

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

BUDGET TRANSFERS 12/14/22		
ACCOUNT	FROM	TO
DA5110 4147 (HWY RESURFACING)	90,000.00	
DA5112 2003 (CHIPS/IMPROVEMENTS)		90,000.00
A1315 130004 (SR PR AUDIT CLERK)	5,342.14	
A1315 140004 (SENIOR ACCOUNT SPECIALIST)		5,342.14
A1315 130004 (SR PR AUDIT CLERK)	2,040.36	
A1315 150004 (PAYROLL AUDIT CLERK)		2,040.36
A1315 100004 (COMPTROLLER)	14,625.00	
A1315 150004 (PAYROLL AUDIT CLERK)		14,625.00
A1620 130012 (LABORER P/T)	2,695.24	
A1620 110012 (CLEANER)		2,695.24
A1620 130012 (LABORER P/T)	40.38	
A1490 120011 (ASST DIRECTOR OF PW)		40.38
A3510 110015 (DOG WARDEN PT)	6,000.00	
A3510 120015 (ANIMAL CONTROL PT)		6,000.00
A3620 105016 (DIRECTOR PW)	42,000.00	
A3620 100016 (BUILDING INSPECTOR)		42,000.00
A3620 105016 (DIRECTOR PW)	5,000.00	
A3620 130016 (ZONING OFFICER)		5,000.00
DA5110 120054 (MEO MEDIUM GR)	3,191.00	
DA5110 160054 (SEASONAL LABOR)		3,191.00
DA5140 135056 (LABORER BRHWD)	4,636.00	
DA5140 105056 (SR MEO HEAVY BRSHWD)		4,636.00
DA5140 135056 (LABORER BRHWD)	5,987.00	
DA5140 120056 (MEO MEDIUM BRSHWD)		5,987.00
DA5140 135056 (LABORER BRHWD)	2,344.00	
DA5140 130056 (SR LABORER BRWD)		2,344.00
DA5140 101056 (WRKNG CR LEADER B)	17,734.00	
DA5140 130056 (SR LABORER BRWD)		17,734.00

DA5110 115054 (MEO HEAVY GR)	1,345.00	
DA5140 130056 (SR LABORER BRWD)		1,345.00
DA5142 101057 (WKG CR LEADER SNOW)	23,527.00	
DA5142 105057 (SR MEO HEAVY SNOW)		23,527.00
DA5142 101057 (WKG CR LEADER SNOW)	1,000.00	
DA5142 180057 (SNOW OVERTIME)		1,000.00
S28110 122582 (.30 ACCOUNT CLERK)	70.00	
S28110 100082 (ASST DIRECTOR PUB)		70.00
S28110 122582 (.30 ACCOUNT CLERK)	3,281.00	
S28130 120084 (SS2 OVERTIME)		3,281.00
S28130 155084 (SEWER LABORER FT)	787.00	
S28130 120084 (SS2 OVERTIME)		787.00
S28130 150084 (WWTP OPERATOR)	600.00	
S48120 140055 (OVERTIME)		600.00
W38310 123092 (TOWN ENGINEER)	25.00	
W38310 106592 (ASST DIRECTOR PUB)		25.00
W38310 123092 (TOWN ENGINEER)	2,085.00	
W38320 130092 (W3 OVERTIME)		2,085.00
W38310 101192 (ACCOUNT CLERK)	1,200.00	
W38320 130092 (W3 OVERTIME)		1,200.00
W38310 101192 (ACCOUNT CLERK)	135.00	
W58310 100094 (ASST DIR OF PUBLIC W)		135.00
S2 0909 (UNAPPROPRIATED FUND BALANCE)	115,940.00	
S21930 4716 (TAX CANCELLATIONS)		115,940.00

BUDGET AMENDMENT 12/14/22		
	REVENUE	EXPENDITURE
INCREASE DA3501 3501 (CHIPS)	199,473.45	
INCREASE DA5112 2003 (CHIPS/IMPROVEMENTS)		199,473.45

ROTTERDAM POLICE DEPARTMENT
ADMINISTRATION
MEMORANDUM

TO : Montgomery, Marcus- Comptroller
Sebesta, Paul- Director of Finance

FROM : D/C Male W. Male

SUBJECT : Budget Transfer

DATE : December 9, 2022

Please make the following transfer to cover shortage for 2022.

From	To	Amount
A3120.119532	A3120.108032	$65,000.00
A3120.2540	A3120.108032	$15,000.00
A3120.4300	A3120.108032	$8,000.00
A3120.4317	A3120.108032	$16,000.00
A3120.4362	A3120.108032	$17,500.00
A3120.4803	A3120.108032	$36,000.00
A3120.2010	A3120.4316	$2,000.00
A3120.2010	A3120.4318	$6,000.00
A3120.2010	A3120.4327	$230.00
A3120.2010	A3120.4805	$200.00
A3120.2010	A3120.4900	$4,000.00
A3120.2010	A3120.110032	$1000.00
A3120.2010	A3120.105032	$6,000.00

If you have any questions, please feel free to contact me.

/rk

Town of Rotterdam

Memo

To: Megan Griffin, Confidential Secretary

From: Morgan Coryer, Coord. of Parks & Senior Programs

Date: Tuesday, November 22, 2022

Re: Budget Transfers

Budget transfers for Traffic Control:
A3310 4112 *High Intensity Sign* to **A3310 2000** *Equipment*:
$92.80
A3310 4302 *High Intensity Sign* to **A3310 4302** *Traffic Control Gas*:
$342.00

Town of Rotterdam

Memo

To: Megan Griffin, Confidential Secretary

From: Morgan Coryer, Coord. of Parks & Senior Programs

Date: Tuesday, November 22, 2022

Re: Budget Transfers

Budget transfers for Parks:
A7110 4149 *Summer Rec Prog Supp* to **A7110 4152** *Dumpster Rental*: **$3000.00**
A7110 4151 *Supply Material Ball* to **A7110 4200** *Parks Telephone*: **$1046.32**

Town of Rotterdam

Memo

To: Megan Griffin, Confidential Secretary

From: Morgan Coryer, Coord. of Parks & Senior Programs

Date: Friday, December 2, 2022

Re: Budget Transfers

Budget transfers for Parks:
A7110 4145 *Parks Machinery Repair* to **A7110 4904** *Parks Maint & Supplies*: **$2900.00**
A7110 4153 *Parks Improvements* to **A7110 2000** *Parks Mower/ Table/Equip*: **$24000.00**

Memorandum

To: Mollie Collins

From: James Keith, Sr. Building Inspector

Subject: Budget Transfer

Date: November 29, 2022

Please transfer the following funds to cover expenses:

From	**W58320 4850 Consultant**	**Amount** $5,000.00
To	**W58320 4904 W5 Buildings/Grounds Maint.**	**Amount** $5,000.00

Thank you.
CC Comptroller

Memorandum

To: Mollie Collins

From: James Keith, Sr. Building Inspector JK

Subject: Budget Transfer

Date: December 2, 2022

Please transfer the following funds to cover expenses:

From	**S28120 4859 Sewer Line Repair**	**Amount** $2,400.00
To	**S2 8120 4857 SS2 Auto Equipment & Supply**	**Amount** $2,400.00

Thank you.
CC Comptroller

Memorandum

To: Mollie Collins

From: James Keith, Sr. Building Inspector

Subject: Budget Transfer

Date: November 28, 2022

Please transfer the following funds to cover expenses:

From	**A1440 4850 Engineering Consultant**	**Amount $** 7,315.73
To	**A1440 2000 Equipment**	**Amount $** 2,334.44
	A1490 4100 DPW Office Supplies	**Amount $** 846.88
	A1490 4200 DPW Telephone	**Amount $** 2,709.23
	A1490 4400 DPW Repair/Machine Contract	**Amount $** 668.18
	A1490 4801 DPW Software & Supply	**Amount $** 684.00
	A1490 4300 DPW Conferences	**Amount $** 73.00
From	**A1620 130012 Laborer P/T**	**Amount** $11,634.18
To	**A1620 4106 Buildings Fire Alarm**	**Amount $** 1,279.41
	A1620 4601 Preventative Maintenance	**Amount** $10,224.16
	A1620 1902 Buildings HVAC Maintenance	**Amount $** 130.61
From	**A3620 2000 Safety Inspection Equipment**	**Amount $** 1,884.02
To	**A3620 4201 Building Inspector Cell Phone**	**Amount $** 454.02
	A3620 4300 Safety Inspector Conference	**Amount $** 1,430.00
From	**A3620 4901 Building Inspector Demolition**	**Amount $** 1,190.00
To	**A1620 2000 Equipment**	**Amount $** 1,290.00
From	**A8020 4300 Planning Conferences**	**Amount $** 50.00
To	**A8020 4421 Zone & Plan Books**	**Amount $** 50.00

From	**A8189 4904 Maintenance & Supply**	**Amount $**	500.00
To	**A8189 4302 Gasoline**	**Amount $**	500.00
From	**S28120 4859 S2 Sewer Line Repair**	**Amount**	$10,102.11
To	**S28110 4300 S2 Conferences/Training**	**Amount $**	3,000.00
	S28120 4302 Sewer 2 Gas Oil Lube	**Amount $**	4,161.46
	S28120 4351 Bonding Attorney Fee	**Amount $**	932.46
	S28210 4857 Auto Equipment & Supply	**Amount $**	98.91
	S28130 4200 Telephone & FCL	**Amount $**	553.05
	S28130 4319 SS2 Uniforms & Cleaning	**Amount $**	1,356.23
From	**W33810 4850 Engineering Consultant**	**Amount $**	312.89
To	**W38310 4855 Paying Agent Fees**	**Amount $**	40.00
	W38320 4904 W3 Buildings & Grounds Maint	**Amount $**	272.89
From	**W38320 4850 Consultant**	**Amount $**	700.00
To	**W38330 4874 W3 Hypo Chlorite So**	**Amount $**	700.00
From	**W58310 4810 Digitization of Map**	**Amount $**	2,411.48
To	**W58310 4200 W5 Telephone**	**Amount $**	1,271.85
	W58310 4351 W5Bonding Attorney Fee	**Amount $**	1,139.63
From	**W58310 4850 W5Engineering/Consultant**	**Amount**	$43,001.08
To	**W58320 2000 W5 Equipment**	**Amount $**	1,866.45
	W58320 4881 W5 Test Drinking Water	**Amount $**	7,528.63
	W58330 4098 W5 Chemicals	**Amount**	$33,606.00
From	**W58320 4850 Consultant**	**Amount $**	5,000.00
To	**W58320 4500 Electricity**	**Amount $**	5,000.00
From	**W58340 4889 W5 Backfill/Pavement Repair**	**Amount $**	6,367.44
To	**W58340 4010 Easements**	**Amount $**	367.44
	W58340 4305 W5 Auto Equipment Supply	**Amount $**	6,000.00

Thank you.
CC Comptroller

RESOLUTION NO. 343.22

TO AUTHORIZE A FIRST AMENDMENT TO MJ ENGINEERING CONSULTANT

WHEREAS, the Town Board of the Town of Rotterdam is a party to an existing agreement (Resolution Number 301.19) with MJ Engineering, for professional engineering consulting relating to the Town of Rotterdam Comprehensive Plan; and

WHEREAS, in March 2020, the global pandemic slowed the overall effort and meetings were shifted to a virtual platform. The slowing of the effort lead to the CPAC holding additional meetings and provided additional opportunities for public input prior to forwarding the draft Comprehensive Plan to the Town Board. As a result of additional meetings and effort required for the completion of during a global pandemic, and to allow ample opportunity for public comment at the CPAC and Town Board levels, additional resources were required to progress the effort; and

WHEREAS, MJ Engineering consultant proposed a first amendment to the contract fee for additional service; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute a first amendment to the engineering consultant, MJ Engineering agreement, for a total lump sum not to exceed nine thousand and 00/100 dollars ($9,000.00) for additional scope of services for the Town of Rotterdam Comprehensive Plan.

SECTION 2. This resolution shall become effective December 14, 2022

DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE: November 16, 2022

TO: Mollie A. Collins, Town Supervisor

FROM: Peter Comenzo – Senior Planner

TITLE OF REQUEST: To authorize the Supervisor to execute an amendment to a professional service consultant agreement with MJ Engineering

TOWN BOARD MEETING: December 14, 2022

Background Information: In October 2019, the Town initiated a Comprehensive Plan update effort. Lead by the Comprehensive Plan Advisory Committee (CPAC) appointed by the Town Board, the effort was advanced and included a series of in-person CPAC and public engagement activities.
In March 2020, the global pandemic slowed the overall effort and meetings were shifted to a virtual platform. The slowing of the effort lead to the CPAC holding additional meetings and provided additional opportunities for public input prior to forwarding the draft Comprehensive Plan to the Town Board. As a result of additional meetings and effort required for the completion of during a global pandemic, and to allow ample opportunity for public comment at the CPAC and Town Board levels, additional resources were required to progress the effort.

Evaluation/Analysis: I have reviewed the fee and find it to be reasonable for the level of effort needed to perform the additional services due to changed circumstances since 2019 which includes additional meetings and challenges due to the pandemic.

Recommendation(s): I recommend that the Town Board approve the additional funding and amendment to the original contract.

Attachment/Document(s): Original Contract with attachments dated October 15, 2019
Contract amendment dated November 9, 2022

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Engineering and
Land Surveying, P.C.

1533 Crescent Road
Clifton Park, NY 12065
Phone: 518.371.0799
mjelspc@mjels.com
mjels.com

Via Email: mcollins@rotterdamny.org

November 9, 2022

Mollie A. Collins
Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Comprehensive Plan Update
MJ Project No. 1405.01
Contract Amendment for Professional Consulting Services

Dear Supervisor Collins:

Based on the efforts progressed to date for the above referenced project, M. J. Engineering and Land Surveying, P. C. (MJ) provides the Town of Rotterdam (Town) this amendment to the original contract dated October 15, 2019. Based on previous discussions with the Town, MJ offers the following:

PROJECT UNDERSTANDING

In October 2019, the Town initiated a Comprehensive Plan update effort. Lead by the Comprehensive Plan Advisory Committee (CPAC) appointed by the Town Board, the effort was advanced and included a series of in-person CPAC and public engagement activities.

In March 2020, the global pandemic slowed the overall effort and meetings were shifted to a virtual platform. The slowing of the effort lead to the CPAC holding additional meetings and provided additional opportunities for public input prior to forwarding the draft Comprehensive Plan to the Town Board.

As a result of additional meetings and effort required for the completion of during a global pandemic, and to allow ample opportunity for public comment at the CPAC and Town Board levels, additional resources were required to progress the effort.

SCHEDULE

It is anticipated the effort will be completed by the end of December 2022. As certain aspects of the project are outside of MJ's control (e.g., client review timeframes, actions, and approvals), MJ cannot guarantee completion of the project within this proposed schedule.

CONTRACT AMENDMENT

MJ proposes to complete the services for a not-to-exceed fee and to amend the contract as follows:

Phase Description	Original Contract Fee	Amended Contract Fee
Comprehensive Plan Update	$116,300	$125,300

ASSUMPTIONS AND TASKS NOT INCLUDED

A. The Town will assist in securing venues for meetings.

B. Stenographer for public hearing purposes, if required, will be provided by the Town.

C. Payment of fees, including applications, permits and other reviewing authority will be paid for by the Town.

SUMMARY

Thank you for the opportunity to submit this contract amendment. We look forward to continuing to work with the Town on this project. If you have any questions, please feel free to contact Jaclyn Hakes at (518) 371-0799 or by email at jhakes@mjels.com.

Sincerely,

Michael D. Panichelli, P.E.
President

AUTHORIZATION TO AMEND CONTRACT

I hereby authorize this amendment to the Consultant Agreement between MJ and the Town of Rotterdam dated October 15, 2019. M.J. Engineering and Land Surveying, P.C. shall proceed with the scope of services as described above, in accordance with the contract and this amendment.

Mollie A. Collins, Town Supervisor _____ Date _____

MJ 1405

TOWN OF ROTTERDAM

Steven A Tommasone, Supervisor
Evan Christou, Deputy Supervisor
Joseph Guidarelli, Councilmember
Samantha Miller-Herrera, Councilmember
Stephen Signore, Councilmember

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

October 15, 2019

Michael Panichelli, P.E.
1533 Crescent Road
Clifton Park, New York 12065

Re: Engineering Consultant Agreement

Dear Michael Panichelli:

In accordance therewith, enclosed please find the agreement that the Town has signed. Upon the signature from you, please return one copy of the agreement to the town.

Thank you for your cooperation in this matter.

Very truly yours,

Steven A Tommasone, Supervisor
Town of Rotterdam

ST/td/do
Enclosures

cc: D. Marco, Town Clerk
J. Every, Comptroller

RESOLUTION NO. 301.19

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember SIGNORE,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Supervisor to execute a contract with MJ Engineering and Land Surveying, P.C., 1533 Crescent Road, Clifton Park, New York 12065 for professional consulting services related to the Town of Rotterdam Comprehensive Plan in an amount not to exceed one hundred sixteen thousand three hundred and 00/100 dollars ($116,300.00).

SECTION 2. This resolution shall become effective September 25, 2019.

DATED: September 25, 2019

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli			
Miller-Herrera	X		
Signore	X		
Tommasone	X		

Engineering Consultant Agreement

Agreement made this _____ day of October 2019 by and between

Town of Rotterdam

having its principal office at 1100 Sunrise Blvd, Rotterdam, NY 12306 (the "Town")

and

M.J. Engineering and Land Surveying, P.C.

with its office at 1533 Crescent Road, Clifton Park, NY 12065 (the "Consultant")

WITNESSETH:

WHEREAS, the **Town** is seeking to update the Rotterdam Comprehensive Plan, Zoning Law Map and Text, and Generic Environmental Impact Statement identified for the purposes of this agreement as the

Comprehensive Plan Update

(as described in detail in Attachment A annexed hereto, the "Project") the **Town** has sought to engage the services of the **Consultant** to perform the scope of services described in Attachment A annexed hereto; and

WHEREAS, the **Town** has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, Steven Tommasone, Town of Rotterdam Supervisor is authorized to enter this Agreement on behalf of the Town of Rotterdam.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form - this document titled "Engineering Consultant Agreement"
- Attachment "A" – Scope of Work

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the **Town** with services and deliverables more specifically described in Attachment "A".

2.2 The CONSULTANT shall ascertain the applicable practices of the **Town**, prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "A".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the **Town**.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the **Town** shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation as described in Attachment "A" under cost proposal. The CONSULTANT will provide monthly invoices identifying percent complete and include a project status update.

ARTICLE 4. INSPECTION

The duly authorized representatives of the **Town** shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. FINAL PAYMENT

5.1 The **Town** will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

5.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the **Town** from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 6. EXTRA WORK

6.1 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the **Town**, in writing, of this fact prior to beginning any of the work. The **Town** shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the **Town** determines that such work does constitute extra work, the **Town** shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the **Town**. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the **Town** to the CONSULTANT for execution after approvals have been obtained from necessary **Town** officials.

6.2 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the **Town** all assistance required by the **Town**. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the **Town** directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 7. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the **Town** from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of

enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the **Town** beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of Two Million Dollars **$2,000,000** per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by the **Town** and adhere to any additional requirements concerning insurance.

ARTICLE 8. WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and **Town** has approved such insurance. The **Town** requires the following insurance coverage and amounts:

(A) Comprehensive General Liability, including personal injury coverage of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate and property damage coverage in the amount of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
(B) Automobile coverage with a combined single limit of $1,000,000.00.
(C) Statutory Worker's Compensation Disability Coverage.
(D) Unemployment Insurance Benefits as required by statute.

The CONSULTANT shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwrite, evidencing such insurance policies to be in full force and effect, naming the **Town** and its officers, employees, agents and representatives as additional insured.

Notice of termination of any such policies must be provided to the **Town** at least thirty (30) days in advance. CONSULTANT shall, on or before this 30 day period, provide the **Town** with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the CONSULTANT under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the **Town** and/or CONSULTANT for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

The CONSULTANT shall furnish the above insurance to the **Town** and shall also name the **Town** as an additional insured in said policies.

Any accident shall be reported to the **Town** as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the **Town** as soon thereafter as possible, and not later than three (3) days after the date of such accident.

ARTICLE 9. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the **Town** or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 10. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The **Town,** or any authorized representatives, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 11. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the **Town** may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **Town** of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

ARTICLE 12. TERMINATION

The **Town** shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

A. for convenience of the **Town** - if a termination is brought about for the convenience of the **Town** and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.

B. for cause - if the termination is brought about as a result of the **Town's** determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the **Town,** of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 13. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the **Town** shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the **Town** or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the **Town** for any damages it may sustain by reason thereof. Upon the delivery of all such data to the **Town,** the **Town** will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 14. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 15. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the **Town** by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **Town**, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 16. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **Town** shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 17. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the **Town.**

If this provision is violated, the **Town** may revoke and annul the Agreement and the **Town** shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the **Town.**

ARTICLE 18. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the **Town** a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 19. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the **Town**.

ARTICLE 20. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 21. RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the **Town** may in certain circumstances, provide compensation for such work.

B. Neither the **Town's** review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the **Town** in accordance with applicable law for all damages to the **Town** caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.

C. The rights and remedies of the **Town** provided for under this contract are in addition to any other rights and remedies provided by law.

D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 22. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

Furthermore, the CONSULTANT agrees to abide by the Town of Rotterdam Non-Discrimination and Harassment Policy (as outlined in Town of Rotterdam Policy Section 903 Non-Discrimination and Harassment [including Sexual Harassment] in the Workplace).

ARTICLE 23. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the **Town** and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 24. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the **Town's** receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the **Town**, in writing, of each and every change of address to which service of process can be made. Service by the **Town** to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 25. MISCELLANEOUS

25.1 ***Executory Contract.*** This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the **Town** beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Town of Rotterdam by: _____ *Steven Tommasone* *Supervisor* Date: OCTOBER 15, 2019	M. J. Engineering and Land Surveying, P.C. by: _____ *Michael D. Panichelli, P.E.* *President* Date: 10.17.2019

ACKNOWLEDGEMENT OF THE TOWN OF ROTTERDAM

STATE OF NEW YORK

ss:

COUNTY OF SCHENECTADY

On this 15th day of **October, 2019** before me, the subscriber personally appeared, **Steven Tommasone** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Rotterdam**, New York; that he is the **Supervisor** of the **Town of Rotterdam**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of the **Town of Rotterdam.**

Katherine A. McGuirl, Esq.
Notary Public State of New York
Qualified In Schenectady County
No. 02MC6260053
My Commission Expires April 16, 2020

_____
Notary Public, Schenectady County, N.Y.

ACKNOWLEDGEMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On this 17th day of **October, 2019** before me, the subscriber personally appeared **Michael D. Panichelli** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park, New York**; that he is the **President** of **M.J. Engineering and Land Surveying, P.C.,** the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **M.J. Engineering and Land Surveying, P.C.**

_____
Notary Public, ~~Saratoga~~ Rensselaer County, N.Y.

KAREN MAGGIO
Notary Public State of New York
No. 01MA6011485
Qualified in Rensselaer County
Commission Expires: August 10, 2022

Engineering Consultant Agreement
Project Description and Funding

X Main Agreement ___ Amendment to Agreement ___ Supplement to Agreement

Phase of Project Consultant to work on:

X Design/Planning ___ Construction, C/I, & C/S

PROJECT DESCRIPTION:

Comprehensive Plan Update

Project Location:
Town of Rotterdam
Schenectady County, New York

Consultant Work Type: See Attachment A for more detailed Task List.

The lump sum amount for the scope of work as described in Attachment A shall be:
$ 116,300

Attachment A

PROJECT SCOPE

MJ's approach is focused on action-oriented, sustainable strategies that reflect local values and resources. To achieve a community-driven, Plan update, MJ proposes the following scope which we believe can achieve the key goals and objectives of the Plan.

TASK 1- PROJECT COORDINATION

The Plan update will require effective coordination with staff, Planning Board, and Town Board. A Comprehensive Plan Advisory Committee (CPAC) will be responsible for reviewing deliverables, coordinating with involved Town stakeholders, and providing overall guidance throughout the effort, including an initial assessment and understanding of some of the key issues involved in the Plan update effort.

MJ will conduct a project kickoff meeting with the CPAC. The kickoff meeting objectives will be to validate the proposed project schedule and approach to project management, lines of communication, and an initial discussion of data and other information needs. This meeting will also include an interactive needs and opportunities exercise with the CPAC.

MJ also proposes to have monthly project team phone calls with the consultant team, Town staff and the Committee Chair to provide status updates, discuss relevant administrative items and keep the project on schedule. We have found this frequent, consistent communication to be very effective in other planning projects.

Deliverables: *Project initiation meeting; CPAC Meetings (up to seven); Monthly Team Coordination Calls; Meeting/Call summaries.*

TASK 2 – PUBLIC ENGAGEMENT PLAN AND PROCESS

We understand that the Town strives to ensure participation of citizens in every stage of decision making. Participation of citizens, developers, landowners, business owners, second homeowners, appointed and elected officials, and other stakeholders throughout the community is paramount to success of this Plan update project. MJ has strong facilitation skills and is adept at preparing engagement strategies that will maximize stakeholder engagement.

The Town of Rotterdam website will be used in disseminating information related to the Plan update. MJ will also collaborate with Town staff to utilize existing social media accounts (or MJ's) to keep the public informed on the Plan update process. If it is beneficial to prepare a project-specific website, our team is adept at developing and managing project websites.

MJ will assist the Town staff in developing and implementing community engagement tools that will foster public outreach and citizen participation.

The public engagement plan is proposed to include the following:

a. Key stakeholder interviews – The Town and Committee will assist MJ to identify key stakeholders to interview. Topics to focus on may include business, schools, infrastructure, open space, community services, etc. This would occur over a two-day period early in the process.

b. Public Workshop Events – Four (4) public workshop events will be scheduled at key milestones during the process. These events will include (#1) a public open house and visioning session to kick-off the project, (#2) an interactive public workshop to gather topic-specific input, (#3) interactive public workshop to share preliminary recommendations and ideas, and (#4) a combination open house and committee public hearing (required under per Town Law §272-a.6.b) to share proposed recommendations, solicit feedback on the draft plan. Our engagement approaches during public workshops are varied and selected to maximize participation. A combination of preference surveys, interactive, real-time surveys via cellular phone applications, activity stations, a kid's corner, facilitated small group discussions and presentations are a sampling of the variety of engagement techniques we have successfully used. These events can occur a one central location or rotate venues throughout the Town to ensure broad geographic outreach.

c. Public Survey - Conduct an online public opinion survey and result summary. Design and provide results of an electronic, online public opinion survey utilizing guidance provided by the CPSC and provide a summary report.

d. Pop-up Stations – Up to three (3) pop-up stations would occur at popular locations in the community or a neighborhood such as a local gas station, grocery store, library or coffee shop. Pop-up stations are quick, easy, unannounced ways to capture input from people where they live life, conduct business and recreate. Pop-ups are placed at key locations such as a community event, the local market, coffee shop, gas station or public park. A pop-up station is typically facilitated by the project team and provide an overview of the project, while creating another opportunity to capture input from pedestrians passing through the area. A pop-up station may also piggy-back on a larger community event or public engagement event that is already scheduled such as a bicentennial event, neighborhood event or senior center activity.

e. Project Website / Social Media – MJ will develop and manage a project website throughout the duration of the project. The website will include project updates, materials and information to keep the public engaged and informed. A link to the project website will be placed on the town website. The Town website and social media venues will be used to provide updates throughout the process and share materials. MJ will provide materials to the Town Staff to be shared through these venues.

f. Focus Group Discussions – MJ will facilitate up to three (3) focus group discussions. These discussions are intended allow for more in depth discussion with key stakeholders to assist

in shaping recommendations for the draft plan. The following are the 3 proposed focus groups. However, these can be swapped and shifted should another topic become more critical during the process.

- Student Focus Group and Survey – MJ will work with the government class at the local school district and the Town to engage students in one focus group discussion. MJ will also prepare an online survey targeted for students.
- Gateways & Corridors – MJ will facilitate a discussion with neighboring municipalities, such as the City of Schenectady, and other key partners focused on key gateways and corridors in the Town.
- Neighborhood Focus Group – MJ will facilitate a discussion focused on a particular neighborhood. This focus group discussion might begin with a neighborhood walk and talk to get familiar with the area and then continue with a round table discussion.

g. Town Board and Committee updates – A brief written update can be prepared by MJ for the Town Staff to share with the Town Board and the Committee via email (during those months the Committee does not have a scheduled meeting).

h. Monthly Project e-Newsletter – MJ will prepare a monthly one-page e-news update to inform the public of the ongoing effort, share information and facts and identify opportunities for public engagement.

We would also work with the Committee to identify additional outreach opportunities such as a booth at local farmers markets to be staffed by Committee members serving as ambassadors of the project; pop-up stations in locations of pedestrian traffic; or topic-based focus group meetings at a public engagement event.

Deliverables: *A public engagement plan outlining public involvement methods as outlined above and a formal committee public hearing. Meeting summaries/highlights from public engagement.*

TASK 3 – EXISTING CONDITIONS INVENTORY AND ANALYSIS

MJ will conduct a thorough evaluation of and recommendations for modifications to the existing plan, including its vision statement, guiding principles, goals, policies, topics and elements. This review will include analysis of the current Plan and identification of elements that will be incorporated into the updated Plan. Town information sources, GIS, inventories, and other data will be used, where available.

MJ will conduct an analysis and incorporate relevant data and trends related to population, employment and work force housing forecasts. Other focus areas could include demographics, environment and natural resources inventory, land use and zoning, housing and neighborhoods,

transportation, public utilities and infrastructure, parks, recreation, and open space, community facilities (schools, library, resident groups, etc.), economic conditions, etc.

The Plan update process will coordinate with other plans of the Town, so that all of the plans in the Town are mutually supportive and consistent with one another. MJ will also inventory and review relevant regional plans and studies. The Plan shall endeavor to be compatible with plans for adjacent municipalities and overall regional goals. The results of this task will be summarized in the form of a technical memo or other document suitable for review by the CPAC.

Specific attention will be focused on the Town's infrastructure network, traffic operating conditions and market conditions supporting economic development.

MJ will take the results of the profile and inventory and relevant public involvement tasks to create a preliminary list of issues to be addressed as part of the Plan update. MJ will include opportunities, strengths, and challenges in the technical memorandum.

This task will examine the CURRENT STATE of the Town and address the "Where are we now" and "Where are we going" questions outlined in the RFQ.

Deliverables: *Existing Conditions Technical Memorandum.*

TASK 4 – DRAFT PLAN VISION AND GOALS

The development of a final Comprehensive Plan that will be relevant to the needs of the Town and respects the culture and vision of the stakeholders and citizens of Rotterdam requires a direction setting framework. In this task, MJ will develop utilize public input to formulate a preliminary "vision for the future" of the Town character, appearance, and content using a planning horizon of 20 years. The vision will be created using existing plan sources, CPAC guidance and input from department heads, input received from the public during public engagement events and other sources. This task will also include preparation of supporting goals.

This task will examine the FUTURE DESIRED STATE of the Town and address the "Where do we want to be?" question outlined in the RFQ.

Deliverables: *Draft Vision and Goals.*

TASK 5 – FIRST DRAFT COMPREHENSIVE PLAN

In this task, MJ will work with Town staff and the CPAC to analyze the information developed during previous tasks and draft the Plan update document. Recommendations and a plan for integration with other relevant plans and initiatives adopted by the Town and development of feasible and fiscally responsible recommendations as determined by the Plan update process will be included. The draft plan will identify and recommend specific strategies to address the key goals identified.

The draft plan will include a future land use map to guide future land uses and also assist in updating the zoning and Town code, as needed. A brief zoning diagnostic will be prepared to identify recommended code revisions to ensure consistency of the code with updated comprehensive plan.

MJ believes strongly in a community-driven process and therefore we do not want to predetermine any plan recommendations prior to the planning process being initiated. However, it is anticipated that recommendations will likely be focused on topics areas including transportation, community character, economic development, land use, housing and infrastructure.

The draft plan will also include an implementation matrix that prioritizes immediate, short and long-term recommendations, a recommendation lead, potential funding sources technical assistance available for reach recommendation. This will assist the town in tracking the success of implementing the comprehensive plan recommendations. **This section will focus on successful IMPLEMENTATION steps and address the "How do we get there?".**

It is recommended that the draft plan be made available for review by the Planning Board and public prior to the Committee Public Hearing (per Town Law §272-a.6.b, if the Town Board has directed a special board to prepare the proposed plan, that board shall hold one or more public hearings). It is assumed the Town will be responsible for the stenographer/hearing minutes at all formal public hearings.

Deliverables: *Draft Plan Update, including one revision.*

TASK 6 – FINAL DRAFT COMPREHENSIVE PLAN

A Final Plan update document based on feedback received on the draft plan review will be prepared. It is recommended that the Final Plan update be made available for review by the Town Board and the public prior to the Town Board Public Hearing (per Town Law §272-a.6.b, the Town Board shall hold a public hearing within ninety days of receiving the special board's proposed plan and prior to adoption). It is assumed the Town will be responsible for the stenographer/hearing minutes at all formal public hearings.

MJ will provide up to one revision of the Final Plan document based on input from the Town Board and public hearing. MJ Team shall provide one unbound copy and multiple bound copies of the Final Plan update document to the Town, including graphics. The number of copies to be submitted will be in an amount mutually agreed upon between MJ and Town staff. MJ will also provide one electronic submission of the Plan update document, including attachments and other graphics, in native formats to the Town. A Microsoft Word version of the Plan update shall also be provided. A PDF version optimized for online and web viewing shall be provided.

Deliverables: *Final Plan Update, including one revision.*

TASK 7 – ADOPTION ASSISTANCE

MJ will provide assistance throughout the comprehensive plan adoption process. To assist the Town Board in understanding the steps in the adoption process, MJ will prepare an adoption assistance guide. Adoption assistance will include SEQR compliance, GML 239-m review, Town Board public hearing (1), and preparation of draft resolutions for committee and Town Board actions. It is assumed the all required public noticing would be the responsibility of the Town.

For the purposes of SEQR, it is assumed the action would be classified as a Type 1 action requiring coordinated review and the preparation of a full Environmental Assessment Form. Should the preparation of an Environmental Impact Statement be required, MJ is fully experienced in providing these services as an additional task for an additional fee.

Deliverables: *Preparation of adoption process guide; Draft SEQR Environmental Assessment Form (EAF) Parts 1, 2 and 3; draft committee and Town Board resolutions; attendance at one Town Board Public Hearing.*

RESOLUTION NO. 344.22

TO AUTHORIZE AN AGREEMENT WITH ROTTERDAM HEATING AND AIR CONDITIONING

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Rotterdam Heating and Air Conditioning located at 3101 N. Thompson Street, Rotterdam New York 12306, for the purchase & installation of a gas fired hot water boiler in an amount not to exceed twelve thousand nine hundred fifty and 00/100 ($12,950.00) dollars.

SECTION 2. This resolution shall become effective December 14, 2022.

DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE:	December 7, 2022
TO:	Mollie Collins – Town Supervisor
FROM:	James Keith – Senior Building Inspector
TITLE OF REQUEST:	Authorize the Supervisor to sign contract agreement with Rotterdam Heating & Air Conditioning for a new boiler.
TOWN BOARD MEETING:	December 14, 2022
Background Information:	The current boiler is outdated and does not always function appropriately. It heats half of the building and when it isn't functioning properly the offices are extremely cold. During a walk-thru with Barton & Loguidice for upgrades to the Town Hall, this was one item that needed to be done as the system is antiquated. Original install completed by Rotterdam Heating & Air Conditioning.
Evaluation/Analysis:	If this outdated boiler stops functioning during the winter, the safety of the employees and residents that enter the building are in jeopardy. It should be replaced. It should be ordered as it takes 4 – 8 weeks/months as verified by myself to get the boiler. The heat exchanger has a 10 year warranty and the parts have a 1 year warranty.
Recommendation(s):	Town Board Resolution needs to be prepared to authorize Supervisor to sign contract agreement from Rotterdam Heating & Air Conditioning dated September 8, 2022 at $12,950.00. Proposal has been verified by myself to still be acceptable.
Attachment/Document(s):	Contract Agreement Rotterdam Heating & Air Conditioning.
Compliance with Purchasing Policy:	Yes.
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Proposal

Rotterdam Heating & Air Conditioning

3101 N. Thompson Street
Rotterdam, N.Y. 12306
(518) 356-2162 • Fax (518) 356-3509

PROPOSAL SUBMITTED TO: Town of Rotterdam	PHONE Home / Work / Cell	DATE: 9-8-22
STREET: 1100 Sunrise Blvd	JOB NAME: 1st Fl. Boiler	
CITY, STATE AND ZIP CODE: Schd 12306	JOB LOCATION: Vitewood Ave	
SALESPERSON / DATE OF PLANS	CONTACT: / JOB PHONE	

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Install Weil-McLain LCB-4 Gas Fired Hot Water Boiler with Control Package. Includes all controls, smoke pipe, Copper piping, wiring, Labor + Start Up. Remove old Boiler. All Necessary materials + Labor to Complete work.

Cast Iron Sections Warranty Per MFG. 10 years

all other Parts + Labor 1 year.

Note: Boiler 4-8 weeks ordering Time.

(Please return one signed copy when accepted with deposit)

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Twelve Thousand Nine Hundred Fifty dollars ($ 12950.00).

Payment to be made as follows: ____ deposit, balance upon completion.

1 1/2% INTEREST ON ACCOUNTS OVER 30 DAYS (18% PER ANNUM) REASONABLE ATTORNEYS' FEES ARE CHARGED WHERE COLLECTION BECOMES NECESSARY

All cancelled jobs are subject to a restocking fee. We have a standard restocking fee of 20%

Purchaser has 3 days to cancel this proposal

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature [signature]

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

X Signature _____

X Date of Acceptance _____ Signature _____

RESOLUTION NO. 345.22

ADOPTING A DETERMINATION OF SIGNIFICANCE FOR ADOPTION OF THE COMPREHENSIVE PLAN

WHEREAS, the Town Board of the Town of Rotterdam has considered the proposed adoption of the draft updated Town of Rotterdam Comprehensive Plan; and

WHEREAS, the adoption of the draft updated Town of Rotterdam Comprehensive Plan is a Type 1 action pursuant to the State Environmental Quality Review Act (SEQRA); and

WHEREAS, on August 10, 2022, the Town Board initiated the required coordinated review with involved agencies to declare and serve as lead agency under SEQRA; and

WHEREAS, no objections were received from involved agencies after 30 days for the Town Board serving as lead agency; and

WHEREAS, a public hearing was noticed and duly remained open between September 28, 2022 to November 9, 2022 to consider the adoption of the Comprehensive Plan and the environmental significance of the proposed action; all persons interested in the subject thereof were duly heard; and the Town Board has carefully considered and weighed the input from the public; and

WHEREAS, pursuant to SEQRA, Town Board has caused to be prepared and completed Parts 1, 2 and 3 of the Full Environmental Assessment Form (FEAF); and the Board has duly reviewed the FEAF and has considered the criteria contained in 6 NYCRR §617.7(c) to determine whether the proposed action will have a significant impact on the environment; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

NOW, THEREFORE BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby adopt Part 2 and Part 3 of the FEAF, including the attachment thereto, as prepared on behalf of the Town Board, determines that the proposed adoption of the draft updated Town of Rotterdam Comprehensive Plan will not result in any significant adverse environmental impacts, and authorizes the Town Supervisor, or her designee, to execute the FEAF and such other documents or instruments as may be required or appropriate pursuant to applicable provisions of the State Environmental Quality Review Act and its implementing regulations to effectuate the purposes of this Resolution.

SECTION 2. The Town Board hereby authorizes the Senior Planner, or his designee, to circulate, publish, and file such documents, notices, and instruments as may be required in accordance with the applicable provisions of the State Environmental Quality Review Act and its implementing regulations to effectuate the purposes of this Resolution.

SECTION 3. This resolution shall become effective December 14, 2022.

DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE:	December 7, 2022
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner
TITLE OF REQUEST:	Town Board to Issue a Determination of Non-Significance for the adoption of the Rotterdam Comprehensive Plan
TOWN BOARD MEETING:	December 14, 2022
Background Information:	The Town Board of the Town of Rotterdam has appointed a Comprehensive Plan Advisory Committee (CPAC) to prepare a Draft Comprehensive Plan. The CPAC conducted multiple public workshops (in-person and virtually), held stakeholder group discussions, conducted an online survey, evaluated existing conditions, prepared mapping and prepared a draft Comprehensive Plan.
Evaluation/Analysis:	Adoption of a Comprehensive Plan is a Type 1 action pursuant to 6 NYCRR Part 617, State Environmental Quality Review. Town Declared lead agency on August 10, 2022 and conducted a coordinated review.
Recommendation(s):	Town Board to Issue a Determination of Non-Significance for the adoption of the Rotterdam Comprehensive Plan
Attachment/Document(s):	Part 1, 2 and 3 Full Environmental Assessment Form.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	6 NYCRR Part 617 State Environmental Quality Review
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Town of Rotterdam Comprehensive Plan Update		
Project Location (describe, and attach a general location map): Town of Rotterdam, New York		
Brief Description of Proposed Action (include purpose or need): The Town is updating its 2001 Comprehensive Plan to reflect the needs of today and identify a vision for the future. The Comprehensive Plan will create a framework for the future for a range of topic areas including but not limited to land use, economic development, infrastructure, transportation, neighborhoods, the environment and housing.		
Name of Applicant/Sponsor: Town of Rotterdam Town Board	Telephone: (518) 355-7575 ext.393 E-Mail: pcomenzo@rotterdamny.org	
Address: 1100 Sunrise Boulevard		
City/PO: Rotterdam	State: New York	Zip Code: 12306
Project Contact (if not same as sponsor; give name and title/role): Peter Comenzo - Senior Planner	Telephone: 518-355-7575 Ext. 338 E-Mail: pcomenzo@rotterdamny.org	
Address: 1100 Sunrise Boulevard		
City/PO: Rotterdam	State: New York	Zip Code: 12306
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Town Board	
b. City, Town or Village Planning Board or Commission ☐Yes☐No		
c. City, Town or Village Zoning Board of Appeals ☐Yes☐No		
d. Other local agencies ☐Yes☐No		
e. County agencies ☑Yes☐No	Schenectady County Economic Development and Planning	
f. Regional agencies ☐Yes☐No		
g. State agencies ☐Yes☐No		
h. Federal agencies ☐Yes☐No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No
iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☐No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes☐No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☐No

If Yes, identify the plan(s):
Remediaton Sites:447001, Remediaton Sites:V00063, Remediaton Sites:447024, Remediaton Sites:V00649, Remediaton Sites:V00011, Remediaton Sites:447027, Remediaton Sites:447031, Remediaton Sites:447005, Remediaton Sites:447006, Remediaton Sites:447004, NYS Heritage Areas:Mohawk Valley ~~Heritage Corridor, NYS Heritage Areas:Schenectady~~

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☑Yes☐No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? The proposed comprehensive plan may result in zoning changes.

C.4. Existing community services.

a. In what school district is the project site located? Schalmont, Rotterdam-Mohonasen, Schenectady

b. What police or other public protection forces serve the project site?
Rotterdam Polic, NYS Police, Schenectady County Sheriff

c. Which fire protection and emergency medical services serve the project site?
Fire District # 1 Rotterdam Junction, Fire District # 2 Curry Road, Fire District # 3 Carman, Fire District # 4 Pattersonville, Fire District # 5 Pine Grove

d. What parks serve the project site?
Boxwood Park, Erie Canal Lock Parks, Eunice O. Esposito Park, Fiero Park, Juracka Park, Kiwanis Park, Leonard C. White Park, Memorial Park, Pansy Park, Plotter Kill Nature Preserve, Rotterdam Junction, Woestina Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Adoption of Comprehensive Plan

b. a. Total acreage of the site of the proposed action? 23540.563 acres
b. Total acreage to be physically disturbed? NA acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? NA acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☑No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

_____

_____

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☑No

If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐Yes ☑No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☑No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

_____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☑No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

_____

_____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☑No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: NA
- Saturday: NA
- Sunday: NA
- Holidays: NA

ii. During Operations:

- Monday - Friday: NA
- Saturday: NA
- Sunday: NA
- Holidays: NA

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe:

n. Will the proposed action have outdoor lighting? ☐ Yes ☑ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☑ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☑ Industrial ☑ Commercial ☑ Residential (suburban) ☑ Rural (non-farm)
☑ Forest ☑ Agriculture ☑ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	NA	NA	NA
• Forested	NA	NA	NA
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	NA	NA	NA
• Agricultural (includes active orchards, field, greenhouse etc.)	NA	NA	NA
• Surface water features (lakes, ponds, streams, rivers, etc.)	NA	NA	NA
• Wetlands (freshwater or tidal)	NA	NA	NA
• Non-vegetated (bare rock, earth or fill)	NA	NA	NA
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☑ Yes ☐ No

i. If Yes: explain: The Town includes various parks and recreational opportunities. See question C.4d

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑ Yes ☐ No

If Yes,

i. Identify Facilities:

Schalmont CSD, Rotterdam-Mohonasen CSD, Schenectady CSD, Various private owned senior housing, and day care centers available throughout town

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☑ Yes ☐ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☑ Yes ☐ No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☑ Yes – Environmental Site Remediation database — Provide DEC ID number(s): 447001, V00063, 447024, V00...

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑ Yes ☐ No

If yes, provide DEC ID number(s): 447001, 447021, V00063, 447024, V00649, V00011,...

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? NA feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? NA %

c. Predominant soil type(s) present on project site: NA ____%
____%
____%

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: ☐ Well Drained: NA % of site
☐ Moderately Well Drained: NA % of site
☐ Poorly Drained NA % of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: NA % of site
☐ 10-15%: NA % of site
☐ 15% or greater: NA % of site

g. Are there any unique geologic features on the project site? ☑Yes ☐No
If Yes, describe: Plotterkill Preserve - Rotterdam, Scotia Sand & Stone Company

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑Yes ☐No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes ☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 863-640, 863-686, 863-687, 863-691, 876-99, 876... Classification A, C, C(T), B, B(T)
- Lakes or Ponds: Name 863-686, 876-98, 876-101 Classification C
- Wetlands: Name Federal Waters, NYS Wetland, Federal Waters, Fe... Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) RJ-1, P-12, P-13, S-117, S-...

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☑Yes ☐No

If yes, name of impaired water body/bodies and basis for listing as impaired:
Name - Pollutants - Uses:Minor Tribs to Mohawk River – Unknown Toxicity – Recreation;Habitat/Hydrolgy;Aquatic Life

i. Is the project site in a designated Floodway? ☑Yes ☐No

j. Is the project site in the 100-year Floodplain? ☑Yes ☐No

k. Is the project site in the 500-year Floodplain? ☑Yes ☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑Yes ☐No
If Yes:

i. Name of aquifer: Principal Aquifer, Primary Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA

m. Identify the predominant wildlife species that occupy or use the project site:

n. Does the project site contain a designated significant natural community? ☑ Yes ☐ No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): Pitch Pine-Oak Forest, Pine Barrens Vernal Pond

ii. Source(s) of description or evaluation:

iii. Extent of community/habitat:

- Currently: 2819.0, 0.53 acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑ Yes ☐ No

If Yes:

i. Species and listing (endangered or threatened): Side Oats Grama, Brown Bog Sedge, Bald Eagle, Karner Blue, Carey's Smartweed

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

If Yes:

i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☑ Yes ☐ No

If yes, give a brief description of how the proposed action may affect that use: Fishing in the Mohawk River

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☑ Yes ☐ No

If Yes, provide county plus district name/number: SCHE001, ALBA003

b. Are agricultural lands consisting of highly productive soils present? ☑ Yes ☐ No

i. If Yes: acreage(s) on project site? Prime soils found town-wide

ii. Source(s) of soil rating(s): NA

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☑ Yes ☐ No

If Yes:

i. CEA name: Aquifer Area Overlay Zone

ii. Basis for designation: Conserve, improve, protect natural resources

iii. Designating agency and date: Agency:Rotterdam, Town of, Date:4-5-85

e. 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? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: Eligible property:Rotterdam Fire District No. 7, Eligible property:THE ARENT SAMUELSE BRADT HOUSE, Eligible property:...

iii. Brief description of attributes on which listing is based:

f. 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? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource:

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.):

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation:

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☑ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

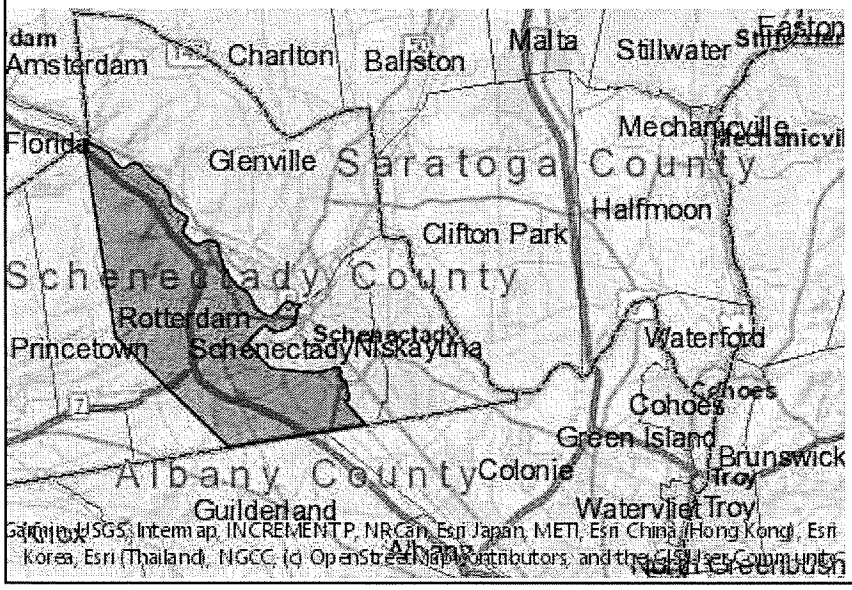
Applicant/Sponsor Name Town of Rotterdam Date August 10, 2022

Signature Peter Comenzo Title Senior Planner

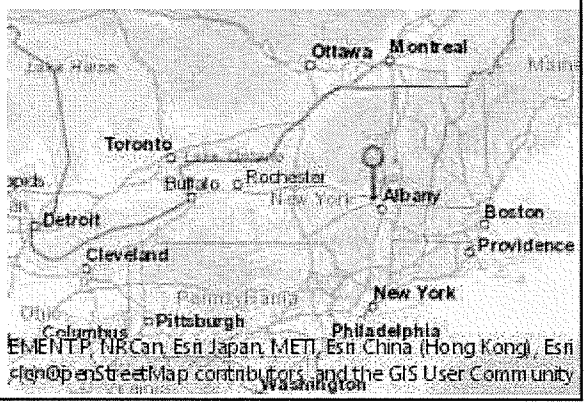
PRINT FORM

EAF Mapper Summary Report

Wednesday, July 6, 2022 1:58 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediaton Sites:447001, Remediaton Sites:V00063, Remediaton Sites:447024, Remediaton Sites:V00649, Remediaton Sites:V00011, Remediaton Sites:447027, Remediaton Sites:447031, Remediaton Sites:447005, Remediaton Sites:447006, Remediaton Sites:447004, NYS Heritage Areas:Mohawk Valley Heritage Corridor, NYS Heritage Areas:Schenectady
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	447001, V00063, 447024, V00649, V00011, 447027, 447031, 447005, 447006, 447004
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	447001, 447021, V00063, 447024, V00649, V00011, 447027, 447031, 447005, 447006, 447004, 447007, 447026, E447035, 447047, B00049, B00167
E.2.g [Unique Geologic Features]	Yes
E.2.g [Unique Geologic Features]	Plotterkill Preserve - Rotterdam, Scotia Sand & Stone Company
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.

E.2.h.iv [Surface Water Features - Stream Name]	863-640, 863-686, 863-687, 863-691, 876-99, 876-102, 876-110, 876-111, 876-113, 876-106, 876-105, 876-8, 876-103, 876-109, 876-108, 876-39, 863-688, 863-690, 863-689, 876-98, 876-101, 876-100, 876-7
E.2.h.iv [Surface Water Features - Stream Classification]	A, C, C(T), B, B(T)
E.2.h.iv [Surface Water Features - Lake/Pond Name]	863-686, 876-98, 876-101
E.2.h.iv [Surface Water Features - Lake/Pond Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):34.7, NYS Wetland (in acres):12.1, NYS Wetland (in acres):43.1, NYS Wetland (in acres):93.7, NYS Wetland (in acres):1.9, NYS Wetland (in acres):158.4, NYS Wetland (in acres):27.6, NYS Wetland (in acres):157.1
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	RJ-1, P-12, P-13, S-117, S-13, S-4, S-118, S-115
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Minor Tribs to Mohawk River – Unknown Toxicity– Recreation;Habitat/Hydrolgy;Aquatic Life
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Primary Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Pitch Pine-Oak Forest, Pine Barrens Vernal Pond
E.2.n.i [Natural Communities - Acres]	2819.0, 0.53
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Side Oats Grama, Brown Bog Sedge, Bald Eagle, Karner Blue, Carey's Smartweed
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	SCHE001, ALBA003
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Aquifer Area Overlay Zone
E.3.d.ii [Critical Environmental Area - Reason]	Conserve, improve, protect natural resources
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Rotterdam, Town of, Date:4-5-85
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.

E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:Rotterdam Fire District No. 7, Eligible property:THE ARENT SAMUELSE BRADT HOUSE, Eligible property:SCHERMERHORN HOUSE, Eligible property:Rotterdam Area Maintenance Support Activity #8, Eligible property:THE PUTNAM HOUSE, Eligible property:NEWBERRY HOUSE, Eligible property:Van Wormer farm, Eligible property:Enlarged Erie Canal Lock 25, Eligible property:Former Schenectady General Reserve Depot, Eligible property:SUPPLY DEPOT HOUSING (?), Eligible property:VAN SLYKE HOUSE, Eligible property:VEDDER HOUSE 300P, Eligible property:Frame Farmhouse and Barn, Eligible property:Five-bay Frame Farmhouse, Barn Complex, Eligible property:Former Schoolhouse No. 11, ca. 1866/1960s, Eligible property:Aaron Bradt House/Keepers of the Circle, Eligible property:GIFFORD HOUSE, Eligible property:R. Bradshaw house, New York State Barge Canal Historic District, Mabee House, Dellemont-Wemple Farm, Enlarged Double Lock No. 23, Old Erie Canal, Hotel Van Curler, Stockade Historic District, General Electric Research Laboratory
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes**" to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No**" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) ☑ NO ☐ YES
If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts: _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____ _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☑ NO ☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

l. Other impacts: _____ _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____ _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑NO ☐YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑NO ☐YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____ _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑NO ☐YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	**No, or small impact may occur**	**Moderate to large impact may occur**
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources
The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) ☑ NO ☐ YES
If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources
The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) ☑ NO ☐ YES
If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____ _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____ _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____ _____		☐	☐

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☑ NO ☐ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☑ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☑ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

Agency Use Only [IfApplicable]

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

-See Attached

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Rotterdam Town Board as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Adotption of the Town of Rotterdam Comprehensive Plan

Name of Lead Agency: Rotterdam Town Board

Name of Responsible Officer in Lead Agency: Mollie A. Collins

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Date:

For Further Information:

Contact Person: Peter Comenzo, Senior Planner

Address: 1100 Sunrise Blvd, Rotterdam, New York 12306

Telephone Number: (518) 355-7575

E-mail: pcomenzo@rotterdamny.org

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

State Environmental Quality Review Act
Full Environmental Assessment Form Part 3 Attachment
Adoption of the Rotterdam Comprehensive Plan

The information presented below provides an evaluation of the magnitude and importance of potential impacts related to the adoption of the Rotterdam Comprehensive Plan. Any future actions implementing the proposed plan would be subject to SEQR and need to minimize adverse environmental impacts to the greatest extent possible.

1. LAND
The proposed plan includes a Vision Map section that details the community vision for the built environment. The illustration provides a general framework and direction for decision making in the community. The Vision Map includes recommendations focused on four key elements. The key elements include: Corridor Improvements and Neighborhood Connections; Mixed-Use Nodes; Key Regional Access; and Maintain and Enhance Existing Character. Together, these recommendations are intended to address current and future land use needs for the community., No significant adverse impacts are anticipated.

2. GEOLOGIC FEATURES
No adverse impacts are anticipated.

3. SURFACE WATER
The Natural Resources, Agriculture and Environment section of the proposed plan identifies the need to preserve and protect key natural resources and Critical Environmental Areas including the Aquifer Area Overlay Zone. The Town is bordered by the Mohawk River on the northeast side and the plan identifies the river as a natural resource that is important to protect moving forward. No significant adverse impacts to surface water are anticipated.

4. GROUNDWATER
The Natural Resources, Agriculture and Environment section of the proposed plan identifies water resources as important environmental and ecological features of the Town. The plan identifies the Great Flats Aquifer as a vital resource and the need to continue protecting it. Furthermore, the plan identifies sewer and water improvements that will further protect environmental and public health. No significant adverse impacts to ground water are anticipated.

5. FLOODING
The proposed plan seeks to support the use of green infrastructure, stormwater management and the implementation of climate resilient infrastructure that will assist to mitigate potential flooding and the potential impacts of flooding in key areas of Town. The proposed plan does not recommend actions that would exacerbate present flooding risks. No significant adverse impacts are anticipated.

6. AIR
The proposed plan sees to balance the protection of the environment and public health with economic development as described in the Economic Growth and the Natural Resources, Agriculture and Environment sections of the document. The proposed plan recognizes that local, state and federal regulations exist and must be adhered to. No significant adverse impacts are anticipated.

7. PLANTS AND ANIMALS
The Town of Rotterdam is rich in natural resources, including a diversity of plant and animal species.

The plan supports the protection of these resources. No significant adverse impacts are anticipated to plants and animals.

8. AGRICULTURAL RESOURCES

The proposed plan recognizes and supports the continuation of active agriculture in Town. The Rural, Agriculture and Natural resources component of the proposed plan includes recommendations to support existing agriculture and agricultural businesses. Per Town Law - TWN § 272-a(9) for a town containing all or part of an agricultural district or lands receiving agricultural assessments within its jurisdiction, shall continue to be subject to the provisions of article twenty-five-AA of the agriculture and markets law relating to the enactment and administration of local laws, ordinances, rules or regulations. The proposed comprehensive plan takes into consideration applicable county agricultural and farmland protection plans as created under article twenty-five-AAA of the agriculture and markets law. No significant adverse impacts are anticipated.

9. AESTHETIC RESOURCES

The proposed plan seeks to protect and preserve the Town's key resources, including aesthetic resources. No significant adverse impacts are anticipated.

10. HISTORIC AND ARCHAEOLOGICAL RESOURCES

Rotterdam is rich in historical and archaeological resources. The proposed plan celebrates and supports the protection of these resources as key assets of the Town. The History, Culture and Education section identifies key resources and recommendations that should be considered. No significant adverse impacts are anticipated.

11. OPEN SPACE AND RECREATION

Open space and recreation are key components of the Parks and Recreation section of the proposed plan and includes a recommendation to provide a diversity of year-round recreational opportunities for the enjoyment of all. No significant adverse impacts are anticipated.

12. CRITICAL ENVIRONMENTAL AREAS

The proposed plan supports the protection of natural resources in the community, including the Aquifer Area Overlay Zone, a Critical Environmental Area. The Aquifer Area Overlay Zone extends the length of the east side of town along the Mohawk River. Multiple recommendations include the protection and preservation of this area. No significant adverse impacts are anticipated.

13. TRANSPORTATION

The Town has many important transportation corridors providing access to the community and to other regional destinations. Interstates found within the Town include I-90 and its interconnector I-890 and I-88. Major arterials in the Town include State Route 7, State Route 146, State Route 5s and State Route 337. The remaining secondary roads include county highways and town roads which serve as collector roads and neighborhood streets. The proposed plan includes recommendations that accommodate and facilitate convenient access and mobility by all users, including pedestrians, bicyclists, transit users, and individuals of all ages and abilities in addition to motorists and truck traffic. No significant adverse impacts are anticipated.

14. ENERGY

The proposed plan does not recommend actions that would have an adverse impact on energy usage. No significant adverse impacts are anticipated.

15. NOISE, ODOR AND LIGHT
No significant adverse impacts are anticipated.

16. CONSISTENCY WITH COMMUNITY PLANS
The proposed plan is an update to the existing Comprehensive Plan developed in 2001. A review of past planning initiatives was conducted as part of the planning process to ensure consistency with community plans. No significant adverse impacts are anticipated.

17. CONSISTENCY WITH COMMUNITY CHARACTER
The proposed plan seeks to celebrate and enhance existing neighborhoods, streetscapes and natural areas while protecting community character. The main areas of focus for maintaining and enhancing existing character identified in the proposed plan include the following: Neighborhoods and Connections, Active Industrial Areas, Rural, Agriculture & Natural Resources, and Parks and Recreation Areas. Furthermore, the Vision Map emphasizes the protection of existing character within neighborhoods to only allow for development that is appropriate with the scale and uses that are currently in place. No significant adverse impacts are anticipated.

RESOLUTION NO. 346.22

ADOPTION OF THE TOWN OF ROTTERDAM COMPREHENSIVE PLAN

WHEREAS, Section 272-a of the New York State Town Law recognizes the importance of preparing a comprehensive plan to facilitate the protection, enhancement, growth and development of the town and to promote the health, safety and general welfare of its citizens;

WHEREAS, the Town's existing 2001 Comprehensive Plan has not been updated in over two decades; and

WHEREAS, the Town Board recognizes that the Comprehensive Plan provides an essential foundation for guiding future development and has demonstrated a commitment to maintaining the Comprehensive Plan document to effectively guide development in the Town of Rotterdam; and

WHEREAS, the Town Board authorized creation of the Comprehensive Plan Advisory Committee (CPAC) to prepare a proposed comprehensive plan or thereto and appointed members to join the CPAC; and

WHEREAS, the CPAC prepared a Comprehensive Plan that involved the consideration of substantial public engagement including, a pop-up information station on October 25, 2019 at the Senior Center Health and Wellness Event, an in-person public workshop held November 14, 2019, Student Conducted Community Survey completed November 2019, pop-up information station, conducted on December 11, 2019 at the Schalmont High School Holiday Concert, and on December 12, 2019 at the Mohonasen High School Holiday Concert, key stakeholder interviews which included eight groups held over a two-day period on February 10 and 11, 2020, Online Community Survey available February 27, 2020 until April 1, 2020, one virtual public meeting held October 19, 2020, Vision Map Survey available October 19, 2020 to November 20, 2020, web/social media outreach for the entirety of the project, and 14 CPAC meetings held throughout the update process; and

WHEREAS, the CPAC conducted a public hearing and public comment period commencing on February 17, 2022 and continuing to May 05, 2022; and

WHEREAS, the draft Comprehensive Plan was made available for public review at Town Hall, the library and on the project website https://rotterdamnyplan.com/; and

WHEREAS, on May 5, 2022, the CPAC voted to recommend the Comprehensive Plan to the Town Board for its consideration and potential adoption in accordance with Town Law Section 272-a; and

WHEREAS, at its meeting on August 10, 2022, by Resolution 249-22, the Town Board duly accepted the Comprehensive Plan recommended by the CPAC for purposes of commencing the Town Board's adoption process; and

WHEREAS, the Town Board declared itself lead agency and, by Resolution 345.22, issued a SEQR Negative Declaration per 6 NYCRR Part 617; and

WHEREAS, the Town Board held a Public Hearing to solicit public comment on the Comprehensive Plan as required by New York State Town Law § 272-a which remained open from August 10, 2022 and closed on November 9, 2022; and

WHEREAS, the Town Board has duly considered the comments received from the public through the public hearing and review process; and

WHEREAS, the Town referred the Comprehensive Plan to the Schenectady County Department of Economic Development and Planning for review, as required by §239-m of the General Municipal Law, and has received the recommendation of the Schenectady County Department of Economic Development and Planning, which deferred to local consideration; and

WHEREAS, pursuant to Town Law § 272-a(9), the Town has taken into consideration any applicable county agricultural and farmland protection plans as created under article twenty-five-AAA of the NYS Agriculture and Markets Law; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. That the Town Board of the Town of Rotterdam hereby adopts the draft Comprehensive Plan with Appendices, last revised October 14, 2022, as the final Town of Rotterdam Comprehensive Plan.

SECTION 2. The Town Board hereby authorizes and directs the Senior Planner, or his designee, to compile the Town of Rotterdam Comprehensive Plan in final form as adopted by this Resolution, and to make all necessary filings and to take such other and further actions as may be required pursuant to law to effectuate the purposes of this Resolution, including filing the final Town of Rotterdam Comprehensive Plan in the office of the Town Clerk and with the Schenectady County Department of Economic Development and Planning pursuant to Town Law § 272-a(12).

SECTION 3. This resolution shall become effective December 14, 2022.

DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE:	December 8, 2022
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner
TITLE OF REQUEST:	Town Board to adopt the Rotterdam Comprehensive Plan.
TOWN BOARD MEETING:	December 14, 2022
Background Information:	The Town Board of the Town of Rotterdam appointed a Comprehensive Plan Advisory Committee (CPAC) to prepare a draft Comprehensive Plan. The CPAC conducted multiple public workshops (in-person and virtually), held stakeholder group discussions, conducted an online survey, evaluated existing conditions, prepared mapping and prepared a draft Comprehensive Plan. CPAC held a public hearing per NYS Town Law 272-a(6)(b) on February 17, 2022 and May 5, 2022 and allowed for written public comment during that time period and voted to forward the Draft Comprehensive Plan to the Town Board for consideration.
Evaluation/Analysis:	Town Board held a Public Hearing to solicit public comment on the Comprehensive Plan as required by New York State Town Law § 272-a which remained open from August 10, 2022 and closed on November 9, 2022
Recommendation(s):	Town Board to adopt the Comprehensive Plan
Attachment/Document(s):	Draft Comp Plan and Appendices: www.rotterdamnyplan.com Written comments received
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYS Town Law 272(a)
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam

COMPREHENSIVE PLAN UPDATE

December 2022

RE: Public Comments Received

The following packet includes written public hearing comments that have been received from August 10, 2022 to November 9, 2022.

Patty Matelitz 12/13/22

Rotterdam Town Comprehensive Plan

I support a suspension/ halt on large scale solar projects like the proposed 150-acre ELP Rotterdam Solar plant. The reason is to allow time and consideration to develop a plan that would support the people's vision and bring value to the community.

I support the comprehensive plan to preserve the rural areas of Rotterdam specifically Rotterdam Junction and Pattersonville.

I support preservation of our wetlands, open spaces, agricultural land, forrests, natural habitats and green spaces

Name	Address	email	Phone	Town of residency
Patty Matelitz	457 Sandborn Rd Pattersonville	pmatelitz@gmail.com	518-396-6625	Rottterdam
Dave Matelitz	457 Sandborn Rd Pattersonville	david.matelitz@gmail.com	518-894-0585	Rotterdam
Joe Urbanski	1997 Ennis Rd Pattersonville		518-935-0107	Princetown
Cody Coulter	977 Sterling Rd Pattersonville		518-878-4403	Princetown
Kyle Quinn	807 Sandborn Rd Pattersonville	quinnhaulingandexcavating@gmail.com	518-526-6155	Rotterdam
Samantha Quinn	807 Sandborn Rd Pattersonville	samxschuch@gmail.com	518-573-2715	Rotterdam
Scott Quinn	1141 Upper Gregg Rd		518--864-5062	Rotterdam
Arlene Quinn	1141 Upper Gregg Rd		518-526-8420	Rotterdam

Rotterdam Town Comprehensive Plan

I support a suspension/ halt on large scale solar projects like the proposed 150-acre ELP Rotterdam Solar plant. The reason is to allow time and consideration to develop a plan that would support the people's vision and bring value to the community.

I support the comprehensive plan to preserve the rural areas of Rotterdam specifically Rotterdam Junction and Pattersonville.

I support preservation of our wetlands, open spaces, agricultural land, forrests, natural habitats and green spaces

Name	Address	email	Phone	Town of residency
Roxanne Coulter	977 Sterling Road Pattersonville		518-878-4403	Princetown
Caitlin Dilek	202 Springdale Way		518-698-6343	Rotterdam
Mural Dilek	202 Springdale Way		518-698-6343	Rotterdam
Jo Ann Coulter	2585 Ennis Road Pattersonville		518-887-5777	Princetown
Richard Coulter	2585 Ennis Road Pattersonville		518-887-5777	Princetown

Rotterdam Town Comprehensive Plan

I support a suspension/ halt on large scale solar projects like the proposed 150-acre ELP Rotterdam Solar plant. The reason is to allow time and consideration to develop a plan that would support the people's vision and bring value to the community.

I support the comprehensive plan to preserve the rural areas of Rotterdam specifically Rotterdam Junction and Pattersonville.

Name	Address	email	Phone	Town of residency
Gabby Bass	1316 Sunrise Blvd		518-847-6888	Rotterdam
Taylor Johnston	29164 Guilderland Ave		518-495-2293	Rotterdam
Michael Baker	29164 Guilderland Ave		518-209-8269	Rotterdam

10-26-22
Kim Ricker
Schnnel

I support the Town of Rotterdam's Comprehensive Plan. In particular, I am in favor of maintaining the distinctly unique western portion of the Town. I value its low level of development, rural character, agricultural lands and diversity of natural resources.

I am in favor of creating an open space plan for the Town of Rotterdam to develop strategies and guidelines to protect and preserve open space, agricultural lands and environmentally significant areas of Town as referenced in the Comprehensive Plan.

forested

In order to do this, I call on our Town Board to put in place a moratorium on ALL large-scale wind and solar projects to allow time and consideration to develop updated Town Code for both solar and wind code that that would genuinely reflect the vision of the Comprehensive Plan.

Further, a Moratorium would provide an opportunity for the Town to reflect upon the existing solar facilities in our town that are not producing energy and have not yet been decommissioned.

In fact, the Town has been left with several solar projects that have not been properly decommissioned which are currently in a state of inactivity and disrepair-creating not only an eyesore but a problem that will end up likely being resolved on the taxpayer's dime. We can learn from our mistakes ~~in~~ from the past and move forward in a better direction ~~with~~ for future facilities.

An additional benefit of a Moratorium would be that town employees and zoning/planning board members will have the opportunity to become more fluent in the multi-faceted guidelines, regulations, processes, and standards required by NYSERDA, NYS DEC, etc. I mention this benefit because I recently encountered a situation where I questioned who the siting authority for a proposed solar project was and I still have not been provided with an answer from the town.

Allowing large scale solar and wind projects to be constructed may further exacerbate the loss of rural character, agricultural space, and natural resources sought to be preserved through the implementation of forthcoming Comprehensive Plan.

I encourage to
The Town Board should develop, using the vision map in the Comprehensive Plan, town solar and wind code outlining the balancing of needs for renewable energy with a preservation strategy for the Town's unique plants, animals and habitats, wetlands, forests, and agricultural spaces, particularly in the western upland and rural areas in the Town of Rotterdam.

The moratorium should stop the processing of applications for, and the issuance of any permits, certificates of occupancy and approvals for certain land uses relating to solar and wind energy, including but not limited to solar farms. I recognize the need to balance preservation with business concerns as well as stated goals, by local government and by the state as well as federal levels of government for establishment of and dependence upon, renewable energy sources. Those applicants for development who have obtained **final** site plan approval should be exempt from the moratorium.

My suggestion to put in place a moratorium on ALL large-scale wind and solar projects is not radical or impulsive. In fact, many towns across New York State have done exactly this. On June 2, 2022, Gov. Hochul announced awards for 22 large-scale solar and energy storage projects and many towns have made the decision to pause and adjust and react accordingly, ~~of which has been proposed in the Town of Rotterdam~~. The last revision that I note on the Town's Solar Code was added on February 2, 2017.

I urge our Town to do the same

By briefly pausing for a one-year to 18-month period in order to enact the recommendations of the Comprehensive Plan for the Town of Rotterdam's solar and wind code, the Town is making an important investment for the future and upholding its commitments and obligations to its citizens, and the mission of this Comprehensive Plan.

Raymond Stanton

617 Duanesburg Road

Schenectady, New York 12306

September 30, 2022

Rotterdam Comprehensive Plan committee

Rotterdam Town Board members

To all

Since it was announced at the Town Board meeting on Wed, that the public comment period is still open on the comprehensive plan, I felt I must send in my comments. There are just a few issues I must express.

- Myself and several other town residents have mentioned the need to stop the apartment complexes in our area. Some have mentioned traffic issues, and I know there is a moratorium until 2023. I wish to give you some more insight as to why the moratorium needs to be extended, or specific limitations need to be attached to future developments.
- I have been in the real estate rental business for 40 years, single family homes, no apartments. To give you a dose of what really happens today, the first question from a renter is not where is the property located, but instead, do you take section 8, or do you take pets. I have received calls from Albany, Newburgh, Middletown, and NYC in response to an ad. Your developers are getting these same calls.
- Apartment complexes no matter who is running them, by NYS law, is required to take a percentage of section 8, or social services. However there is no enticement for developers to give local residents first preference. I understand the popularity of maintenance free living, since the baby boomers are looking for that lifestyle. However, I submit to you your developments are not attracting local residents who have been lifelong supporters of the town and all it has to offer.
- Currently you have so called luxury apartments for $1800 a month, and the town of Rotterdam is subsidizing these apartments with Section 8. The money you think you are collecting in taxes, is not as great as you think, as you are spending section 8 money to allow people to live in these locations, and they are not even former town residents.
- I personally have heard potential tenants talk to relatives in Newburgh, saying you have to come to Schenectady. The rents are cheap, social services pays for the rent, cost of living is cheaper here, etc, etc. This is why you are seeing increased car break ins, stolen items from porches, increased violence in schools, etc. If this kind of tenant continues to move here, in 20 years these developments will end up being like the Chicago slums.
- It is a known factor apartment dwellers are not as stable as a family unit in a single family residence, these people are not about the pride of Rotterdam, but they are just looking for a cheap place to live, and take advantage of any programs available
- Landlords are having ever increasing difficulty evicting problem tenants who do not obey lease requirements or Rotterdam Town ordinances. With the NYS landlord reforms over the last 2 years, it can now take up to 3 years for a landlord to evict a tenant. That is why some landlords are increasing rents, as they are having to absorb real estate taxes on property they can not collect rent for. Therefore the town is left with a non compliant renter to destroy the nice community we have grown. The state of New York is the one creating the lack of affordable housing. Both tenants and landlords have rights.
- I personally hope you extend the moratorium on apartment complexes, however if you see fit to allow more units to be built. There needs to be stipulations: Existing town residents get priority, and that the complexes are limited to age 55 and over.

- None of the units so far have any encouragement for a over 55 community. Life long residents need to feel safe in our community as they get older, and choose to down size.
- Apartment complexes for under age 55 are going to create a need for many more town services, that are going to cost money, and will only raise taxes more in the town, such as expanded police support to control the out of town influence on the area, more sewer needs, which our current capacity can not handle, and increased school rooms for increased children in our local schools. All these services are increasing taxes on an area that has a large population of seniors on limited incomes.
- The town would be better off encouraging the development of professional buildings. I was just in a new medical office Friday on state street. It was horrid, no parking, and broken elevators, etc. Rotterdam could repurpose buildings that are empty in the town, or allow new buildings. These would bring jobs to the area, without increasing infrastructure needs for schools, etc. The Town got very lucky that Golub merged with Topps. Other potential mergers had no desire for the Golub warehouse, and we would have had one large empty building on our hands, and more lost jobs in the area.
- On the topic of Route 7 west corridor, I question the development of commercial property, if we cant keep a mall open with retailers, how are we sure we will not be left with more empty buildings. We have had more restaurants close in the last month in Rotterdam. Covid is not done destroying America. Homeowners are going to have increasing costs due to supply issues, and GE and hospital pensioners are receiving reduced pension benefits. There will also be reduced Social Security benefits for seniors in the future. I also see your defined benefit pensions going to cost the town more money since the stock market is still tumbling out of control in 2022. We need to look for low risk investments to increase our tax base, and increase town income, without burdening the homeowner. As you can see in the city of Schenectady, empty buildings eventually get torn down, and the local township ends up with another non paying property on the books. We would be better to repurpose or rebuild what is already empty, instead of expanding.
- Another option I would like to offer is that when future house developments are created, is that the minimum lot size be 3 acres. It allows residents to have septic tanks, and not increase the demand on our aging sewer system. Princetown has a 5 acre minimum requirement for a house, and presents a very happy community. There are houses in Rotterdam that never should have been allowed to be built. I have seen a small ranch house near five corners, where the driveway is not even 10 feet long. There is no way that a car can be backed out of the garage with out being in the street. Obviously, they must be on sewers, as they don't have more than 5 feet between the cellar wall and the property line.
- I have mentioned this in the last 2 public hearing, as a resident east of Burdeck street on route 7, we are not interested in sewers. It is not a cost effective solution for the property owner, and brings a ton of new headaches for the property owner. I understand your comments regarding state guidelines, but it just brings more reasons for a resident to sell, and move out of Rotterdam.
- I also see in the comprehensive plan the interest in installing sidewalks beyond the five corners area. As a landowner on a state highway, we are not interested in sidewalks at all. Sidewalks are considered an open invitation to people to walk on your property. Landowners do not want people on their property, as it brings about a whole new issue of liability if someone slips and falls on your property. Therefore increasing the liability insurance you must carry on your property. In addition it brings a whole new cost of maintenance of a sidewalk, both repairing concrete cracks, as well as the requirement that the sidewalk is clear in the winter time. These are hardships for the elderly residents on my street.

Thank you for listening to my concerns on the comprehensive plan
Respectfully submitted
Raymond Stanton

Tracy Lamarec 813 Crawford Rd 12306
518-727-7194

Retired scientist one time Gazette outdoor columnist
Cornel Coop extension Master Naturalist, Master Forest Owner
Schenectady Co. Landowner Rep. to DEC Reg 4 Fish & Wildlife Management Board

Recommended Actions – Active Industrial Areas

AI1. Work with local and regional partners, including the Capital Region Chamber, Schenectady Metroplex Development Authority and Rotterdam Industrial Park to find

AI2. Continue to ensure the adequate installation and maintenance of buffer areas for both new development and redevelopment activities during Site Plan Review. Such buffer areas may include both landscaped and structural materials.

AI3. Ensure adequate infrastructure exists to support existing industrial areas and future industrial growth

Rural, Agriculture and Natural Resources

The Town of Rotterdam can generally be separated into two distinct areas. The eastern part of Town is mostly developed and urbanized and is the location of most of the Town's infrastructure. The western portion of the Town, however, is distinctly unique in its level of development, land characteristics, agricultural lands and diversity of natural resources. The Rural, Agriculture and Natural resources component of the Vision Map focuses on maintaining and protecting these key resources while supporting agricultural businesses and preserving natural resources.

Recommended Actions – Rural, Agriculture and Natural Resources

RAN1. Consider the development of a Natural Resources Inventory to provide factual and scientific based information for decision making in Town.

RAN2. Create an open space plan for the Town of Rotterdam to develop a plan of action to protect and preserve open space, agricultural lands and environmentally significant areas of Town.

RAN3. Protect the Town's unique plants, animals and habitats, particularly in the western upland and rural areas of Town.

RAN4. Recognize the importance of agriculture and promote innovative practices among farmers that enhance the viability of agricultural businesses while protect water and soils conducive to farming.

RAN5. Encourage smart growth principles in development and redevelopment projects to protect natural resources while supporting economic growth of the Town.

RAN6. Position the Town of Rotterdam to be prepared and resilient in the face of climate change.

RAN7. Plan ahead for more frequent extreme weather events, particularly for flood prone areas along the Mohawk River corridor, by conducting a climate vulnerability assessment.

Want more emphasis on forest regeneration

Would like NYFOA involved along with other environmental groups.

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING

Recommendations shall be made within 30 days after receipt of a full statement of the proposed action.

For Use By SCDEDP

Received 10-18-22
Case No. R-20-22
Returned 11-29-22

FROM: ☑ Legislative Body
☐ Zoning Board of Appeals
☐ Planning Board

Municipality: Rotterdam

TO: Schenectady County Department of Economic Development and Planning
Schaffer Heights, 107 Nott Terrace, Suite 303
Schenectady, NY 12308

(tel.) 386-2225
(fax) 382-5599

Received
Schenectady County
OCT 18 2022
Economic Development and Planning Dept.

ACTION:
☐ Zoning Code/Law Amendment
☐ Zoning Map Amendment
☐ Subdivision Review
☐ Site Plan Review
☐ Special Permit
☐ Use Variance
☐ Area Variance
☑ Other (specify) Comprehensive Plan

PUBLIC HEARING OR MEETING DATE: October 26, 2022

SUBJECT: Town-wide Rotterdam Comprehensive Plan Update

REQUIRED ENCLOSURES:
1. Public hearing notice & copy of the application.
2. Map of property affected. (Including Tax Map I.D. number if available)
3. Completed environmental assessment form and all other materials required by the referring body in order to make its determination of significance pursuant to the state environmental quality review act.

1. This zoning case is forwarded to your office for review in compliance with Sections 239-l, 239-m and 239-n of Article 12-B of the General Municipal Law, New York State.

2. This material is sent to you for review and recommendation because the property affected by the proposed action is located within 500 feet of the following:

☐ the boundary of any city, village or town;
☐ the boundary of any existing or proposed County or State park or other recreation area;
☐ the right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway;
☐ the existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines;
☐ the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated;
☐ the boundary of a farm operation located in an agricultural district, as defined by Article 25-AA of the agriculture and markets law. The referral requirement of this subparagraph shall not apply to the granting of area variances.

SUBMITTED BY:

Name: Peter Comenzo Title: Senior Planner

Address: 1100 Sunrise Boulevard

E-mail: pcomenzo@rotterdamny.org Phone: 518-355-7575 x-338

Peter Comenzo
Signature

Date: October 17, 2022

PLANNING & ZONING COORDINATION REFERRAL

Case No. R-20-22 Applicant Town Board

Referring Officer Peter Comenzo Municipality Rotterdam

Considerations: Adoption of an updated Town Comprehensive Plan. This is an update to the Town's 2001 Comprehensive Plan.

RECOMMENDATION

Receipt of zoning referral is acknowledged on October 18, 2022. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

☐ ***Approve of the proposal.**

☑ **Defer to local consideration (No significant county-wide or inter-community impact)**

☐ **Modify/Conditionally Approve.** Conditions:

☐ **Advisory Note:**

☐ **Disapprove.** Reason:

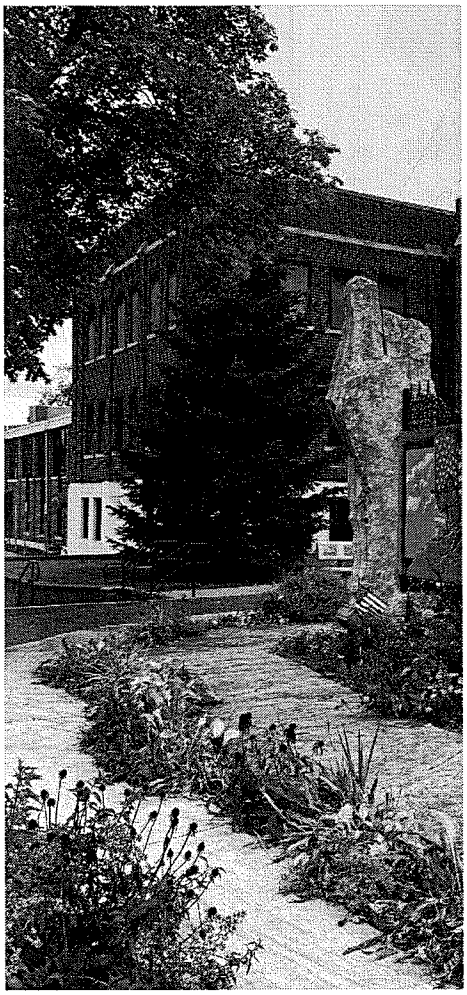
*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

Section 239-m of the general Municipal Law requires that within 30 days after final action, the referring body shall file a report of the final action it has taken with the Schenectady County Department of Economic Development and Planning. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

11/28/22
Date

Ray Gillen, Commissioner
Economic Development and Planning

2

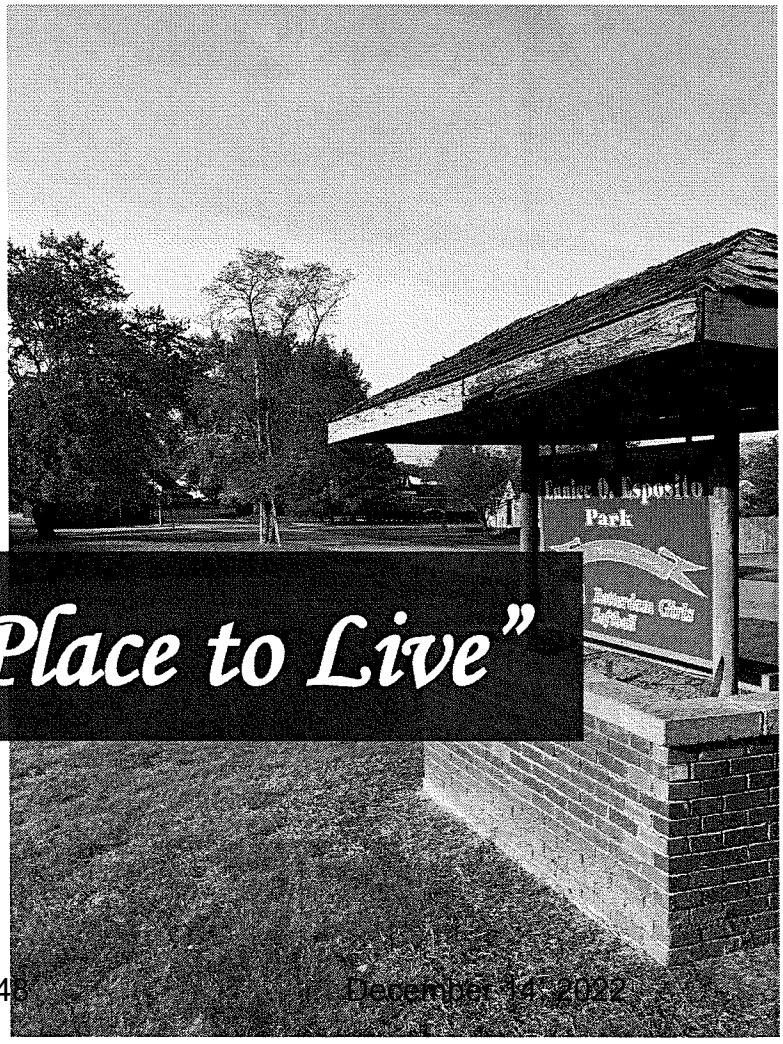


ROTTERDAM COMPREHENSIVE PLAN

DRAFT
OCTOBER 2022







"A Great Place to Live"

TABLE OF CONTENTS

Section One: Introduction I-1
Rotterdam: A Nice Place to Live I-1
Comprehensive Plan Overview I-3
The Planning Process I-4

Section Two: Vision, Goals and Vision Map II-1
Vision Statement II-1
Goals II-2
Rotterdam Vision Map II-3
Vision Map Graphic II-5

Section Three: Vision Map Recommendations III-1
Corridor Improvements and Neighborhood Connections III-1
Mixed-Use Nodes III-10
Key Regional Access III-15
Maintain and Enhance Existing Character III-16

Section Four: Town-wide Recommendations IV-1
Transportation and Mobility IV-1
History, Culture, Education and Community IV-4
Economic Growth IV-7
Governance and Infrastructure IV-10

Section Five: Implementation V-1
Prioritization of Recommended Actions V-1
Implementation Actions V-1

APPENDIX

A - Community Engagement Plan
B - Inventory
C - Past Plan Review
D - Stakeholder Meeting Summaries
E - Public Meeting Summaries
F - Online Survey Summary
G - Student Survey
H - Vision Map Survey Summary
I - Wastewater Treatment Plant Improvements Project
J - Rotterdam Water System Improvements



Section One:
Introduction

INTRODUCTION

In October 2019, the Town of Rotterdam initiated an update to its 2001 Comprehensive Plan to reflect the current needs of the Town and identify a vision for the future development of the community. The Comprehensive Plan establishes a framework for the future for a range of topic areas including land use, economic development, infrastructure, transportation, neighborhoods, housing and the environment. In the 20 years since the development of the Town's last comprehensive plan, the Town has experienced many changes, including demographic and socio-economic changes as well as changes to the built environment. The year 2020 also marked the 200th anniversary of the establishment of the Town. While the challenges of the year 2020 stalled the celebrations for this momentous occasion, the resilience and sense of community in Rotterdam will drive the community forward into the future with a plan that serves as both a guide for the future but also serves as a testament to the 200-year legacy of the Town.

ROTTERDAM: A NICE PLACE TO LIVE

The Town of Rotterdam is centrally located in Schenectady County, New York. It is bounded by Princetown to the west and, the Town of Glenville and the Mohawk River to the northeast. To the immediate south is the Albany/ Schenectady County border with the Town of Guilderland and to the southeast the City of Schenectady. The Town's location in the heart of the capital region, in close proximity to the main population and job centers of the Cities of Albany and Schenectady, has resulted in an attractive location for commercial and residential growth.



Rotterdam Town Hall

The Town consists of a number of distinct neighborhoods that range from highly urbanized areas with higher density residential and commercial land uses in the eastern part of the Town bordering the City

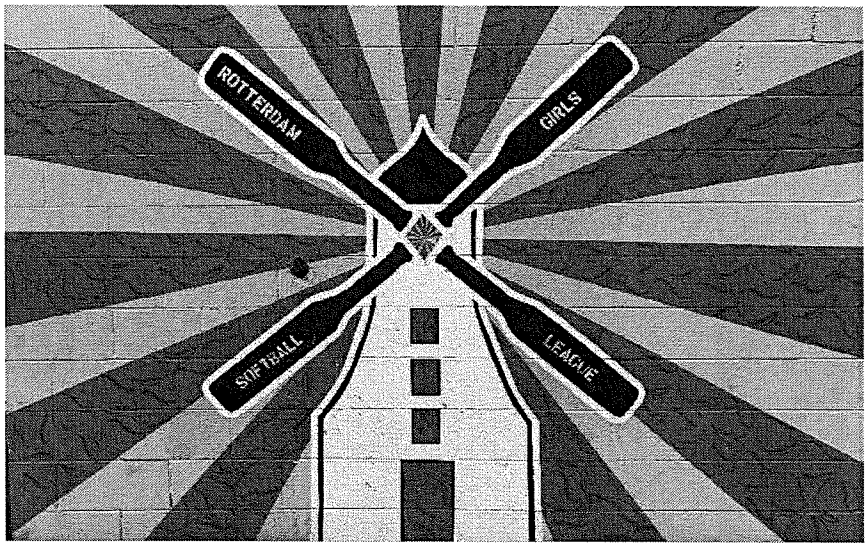
of Schenectady, to scenic rural uplands, agricultural lands and historic riverfront hamlets in the western part of Town. Historically, the Town's location along the Mohawk River helped to drive industry and commerce and today serves as a key recreational resource for the community.

From a transportation perspective, the Town is ideally located along several key transportation corridors, including Interstate 90 (I-90), Interstate 88 (I-88), and Interstate 890 (I-890), State Routes 7 (Route 7), 146 (Route 146), 158 (Route 158) and 159 (Route 159), and a system of local roadways that connects each area of town. The road system in Rotterdam allows for easy access both into and out of the community which makes the Town an ideal location to live, work, do business, or commute to the many retail and employment opportunities in New York's Capital Region.

The Town offers two highly regarded school districts, including Schalmont Central School District (SCSD) and Mohonasen Central School District (MCSD), as well as a number of other important educational resources like the Rotterdam Public Library and the Boys and Girls Club of Rotterdam. Many residents of the Town identify with the schools that their children attend which serve as important markers of community identity and pride.

The Town's diverse neighborhoods offer a variety of housing including single-family and, multi-family, such as apartments and townhomes, that meets the needs of a variety of homeowners and renters. Rotterdam provides opportunities for young families and first-time home buyers to purchase a home, or empty nesters looking to downsize into an apartment or townhome.

The many resources described above coalesce to form a unique community identity and sense of place that makes the Town a nice place to live, work, do business and visit. The primary goal of this plan is to strengthen and build on these key resources to set the Town on a path towards success, resilience and opportunity.



Rotterdam Girls Softball League Mural

COMPREHENSIVE PLAN OVERVIEW

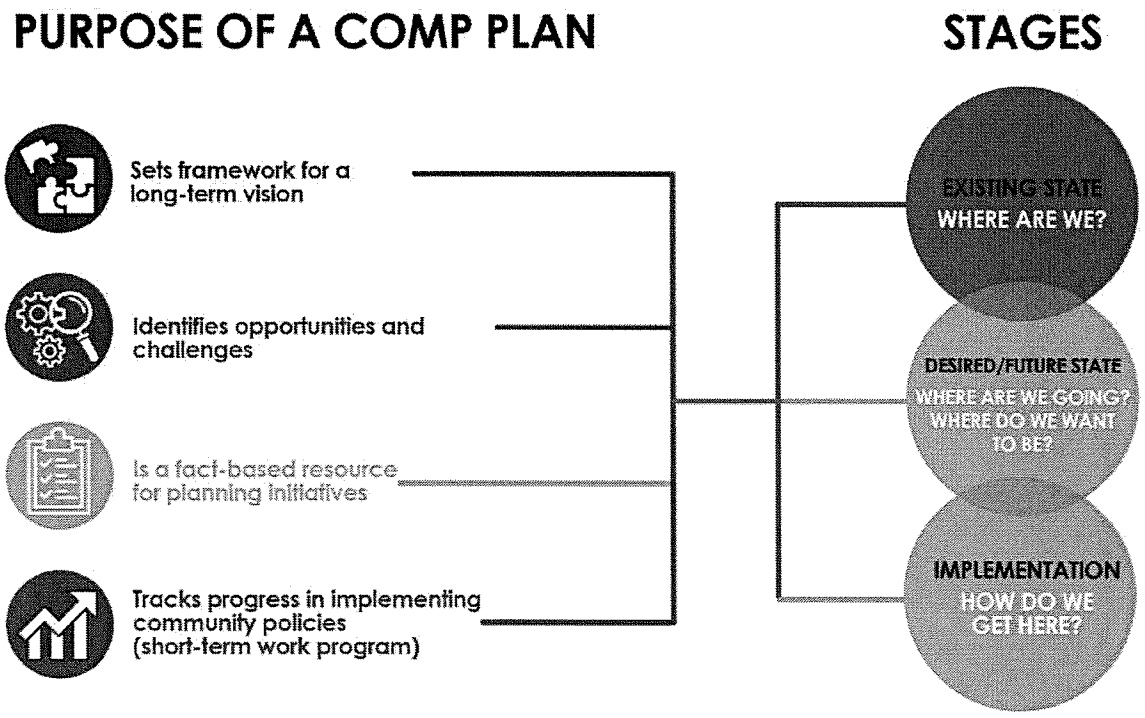
The following provides information about what a comprehensive plan is, how it is used and the organization of the plan for context and ease of use.

What is a Comprehensive Plan?

A Comprehensive Plan is both a vision for the future and a blueprint for how to get there. The Comprehensive Plan document will create a framework for the future for a range of topic areas including but not limited to land use, economic development, infrastructure, and housing. The Comprehensive Plan evaluates existing conditions of the community (existing state); identifies a vision for the future (future state); and outlines a series of recommendations and steps to achieve that vision (implementation).

Essentially, the Comprehensive Plan answers three important public policy questions:

1. Where are we?
2. Where do we want to be? And
3. How do we get there?



Town Law §272-a identifies a comprehensive plan as "the materials, written and/or graphic, including but not limited to maps, charts, studies, resolutions, reports and other descriptive material that identify the goals, objectives, principles, guidelines, policies, standards, devices and instruments for the immediate and long-range protection, enhancement, growth and development" of the municipality.

A key component to any comprehensive plan is public participation in the process. Understanding the needs and wants of members of the community results in a consensus driven document that increases the likelihood of implementation and progress. Rotterdam's planning effort included a public engagement effort that is detailed later in this section, as well as in **Appendix A**, Community Engagement Plan.

Organization of the Comprehensive Plan

The comprehensive plan is organized into several different sections that are described below.

Section One of the Plan is the Introduction. This section provides a general overview of the Town of Rotterdam, an overview of the comprehensive plan document and an overview of the planning process and how the plan was developed.

Section Two includes the Vision, Goals and Vision Map that provides the basis and guiding principles of the plan for Rotterdam. The section begins with a vision statement that describes the future state that the community aspires the Town to be. This statement is intentionally broad in nature and is a statement of aspiration, not necessarily the existing state of the Town. Following the Vision are a set of topic-based goals to guide the recommendations of the plan. The intention is for the goals and recommendations of the plan, once implemented, to achieve the overall vision in the future. Also included in this section is a Vision Map which provides a visual representation of the Vision and how those elements relate to the built environment.

Section Three includes an overview and recommended actions that correspond to each Vision Map component which include Corridor Improvements and Neighborhood Connections, Mixed-Use Nodes, Key Regional Access, and Maintain and Enhance Existing Character.

Section Four is dedicated to additional Town wide or topic specific recommendations apart from the vision map components. This includes topics such as land use and zoning, infrastructure and governance.

Finally, Section Five proposes a means of implementing the plan that will assist the Town with achieving the recommended actions.

THE PLANNING PROCESS

The Comprehensive Plan Update process began in October 2019 with the appointment of a Comprehensive Plan Advisory Committee (CPAC) to oversee the development of the Comprehensive Plan. The CPAC was appointed by the Rotterdam Town Board and comprised of representatives from the Town that represent local committees, land use boards and at-large community members. The CPAC held regular meetings over the course of the planning process, working closely with the community

with assistance from Town staff, local elected officials and the consultant team from M.J. Engineering and Land Surveying, P.C. (MJ), A project website was established at the outset of the process to compile and share important documents and materials.. Public comment opportunities were available at each CPAC meeting, and a record of each meeting was posted to the project website. This plan represents a synthesis of information gathered from the community, CPAC, Town staff and key stakeholders with a plan of action to address the issues and opportunities facing the Town.

Existing Conditions

The planning process began with an inventory of existing conditions in Town to help gain an understanding of the current state of the community. The inventory includes information on the following topic areas:

- Historic and Cultural Resources
- Demographic and Socioeconomic Trends
- Land Use and Zoning
- Transportation and Mobility
- Community Facilities and Services
- Infrastructure and Public Utilities
- Natural Resources and Water Quality Protection
- Parks, Recreation and Open Space
- Agriculture
- Economic Development

The Inventory of Existing Conditions is available in **Appendix B**.

In addition to the Inventory of Existing Conditions, a review of prior planning initiatives was conducted to understand the types of planning efforts that have occurred in the community since the previous comprehensive plan was developed. These prior planning efforts remain relevant today. Updating a comprehensive plan creates an opportunity to take stock of past planning undertaken by the Town and reignite the progress and action intended from the plans. Recommendations from past plans that are still relevant have been identified and incorporated into this plan. Past planning initiatives that have been reviewed for this effort are listed below.

Local Plans

- 2001 Rotterdam Comprehensive Plan
- Rotterdam Junction Brownfield Opportunity Area Nomination Study
- NY 7/NY 146 Land Use and Transportation Study
- NYS Thruway Exit 26 & I-890 Land Use and Transportation Study
- Five Corners Transportation and Land Use Linkage Study
- Burdeck Street, I-88 & NYS Thruway Exit 25A Land Use and Transportation Study

Regional Plans

- Schenectady County-Mohawk River Blueway Trail Plan
- Mohawk River Waterfront Revitalization Plan for Schenectady County
- Schenectady County Agricultural & Farmland Protection Plan
- CDTC – Capital District Trails Plan
- Capital Region RECD Strategic Investment Plan

The review of past planning initiatives is available in **Appendix C**.

Public Engagement

A key focus of this plan was the participation of the community throughout the planning process to ensure that the Comprehensive Plan was developed through an inclusive, consensus-driven process. Participation of residents, developers, landowners, business owners, appointed and elected officials, and other stakeholders throughout the community were vital to the plan's development.

As the CPAC was in the midst of this planning effort, the Town of Rotterdam, the Nation and the world faced many unprecedented challenges as a result of the COVID-19 pandemic. Despite these challenges the Town focused on a path forward to continue engaging community members and drive the planning process forward. Although public engagement efforts had included in-person engagement at public meetings, forums, stakeholder interviews, and direct community events, starting in March 2020, the focus of public engagement efforts shifted to virtual and socially distanced formats to protect the health and safety of community members. The public engagement methods described below includes both in-person engagement opportunities that occurred prior to COVID-19 and virtual formats during the pandemic that were intended to keep community members safe while soliciting public input.

A variety of in-person and virtual public engagement methods were utilized throughout the development of this plan to provide a wide range of opportunity for the public to participate. The following is a list of public engagement opportunities that have occurred with a brief description of each.

Public engagement included:

- Public Workshops
- Community Surveys
- Key Stakeholder Interviews
- Web/Social Media Outreach
- Pop-up Information Stations

In addition to these engagement opportunities, the CPAC and Town Board each held public hearings prior to the adoption of the plan in accordance with §272-a of New York State Town Law.

Public Workshops

Public workshops provide an opportunity to actively engage with the public to learn more about challenges and opportunities from the perspective of community members. The information gathered from these events helped to inform the overall Vision, Goals and Recommendations of this plan. A summary of input received from each public workshop is available in **Appendix E**. Following is a description of each event.

Public Open House and Visioning Workshop #1

On Thursday, November 14, 2019 the CPAC held the first in-person public open house and visioning workshop. The event was held from 6:30-8:30 PM at Fire District #6, 6 Old Mariaville Road, Schenectady. Over 70 residents, property owners, business owners, and other stakeholders participated in the event. The main purpose of this workshop was to gather information about needs and opportunities and a vision for Rotterdam in the next 5, 10 or 20 years. The workshop included a variety of activity stations that provided information about the project and stations to collect information about the Town based on particular topic areas. The workshop also included a presentation from the Project Team and a welcome from the Town Supervisor. Additionally, participants had the opportunity to speak with Town staff, CPAC members and the Project Team and share written ideas on comment cards.



Public Open House and Visioning Workshop #1

The open house component of the event allowed participants to informally walk through eight (8) activity stations to learn about the project at their own pace and provide input and ideas about the community.

Activity stations included:

- Station 1 – Project Overview
- Station 2 – Community Profile
- Station 3 – Community Vision
- Station 4 – Community Hot Spots
- Station 5 – Planning Across Generations
- Station 6 – Challenges and Opportunities
- Station 7 – Idea Station
- Station 8 – Other Thoughts and Ideas

Public Open House and Visioning Workshop #2

The second in-person open house was held on Thursday, February 27, 2020 at Fire District #1, 1215 Main Street, Rotterdam Junction. Over 45 residents, property owners, business owners, and other stakeholders participated in the event.

This open house was identical to the first open house and was located in Rotterdam Junction to ensure that community members from each area of Town had ample opportunity to participate. The open house component of the event allowed participants to informally walk through eight (8) activity stations to learn about the project at their own pace and provide input and ideas about the community.

Activity stations included:

- Station 1 – Project Overview
- Station 2 – Community Profile
- Station 3 – Community Vision
- Station 4 – Community Hot Spots
- Station 5 – Planning Across Generations
- Station 6 – Challenges and Opportunities
- Station 7 – Idea Station
- Station 8 – Other Thoughts and Ideas



Public Open House and Visioning Workshop

Comprehensive Plan Virtual Public Meeting (Meeting #3)

The third public event took place on Monday, October 19, 2020. This event was held virtually via Zoom Webinar to ensure the health and safety of community members in the midst of the COVID-19 Pandemic. The purpose of this event was to present the draft Vision, Vision Map and general direction of the Comprehensive Plan and gather feedback from members of the public. The virtual session included a presentation by the consultant team and opportunities for the public to share feedback through live polls and a question-and-answer period following the presentation. Following the event an online survey was developed to gather additional public feedback on the draft Vision and Vision Map. The online survey was live from October 19, 2020 to November 20, 2020 and received a total of 368 responses during that time.

Community Surveys

The public engagement component of the Rotterdam Comprehensive Plan Update included three community surveys that were designed to collect public input about needs and opportunities in Rotterdam. The three surveys include a student conducted face-to-face survey by students from the Schalmont High School Syracuse University Project Advance Policy Studies 101 class, an Online Community Survey, and a Vision Map Survey. The following is an overview of each survey.

Online Community Survey

Online surveys provide a unique opportunity to reach a broad range of community members. For those that may not be able to make a public meeting or other events, an online survey can be a great way to collect public input about a variety of topic areas. The purpose of the online survey was to gather input from community members, business owners and other stakeholders about Rotterdam. This information was used to help inform the overall Vision, Goals and recommendations for the town and help shape the Comprehensive Plan. The survey was conducted using the Survey Monkey platform and went live on February 27, 2020 and was open to participants until April 1, 2020 with a total of 223 respondents.



Online Survey Business Card

The survey was advertised on several platforms, including the Rotterdam Comprehensive Plan project website, Town website and social media and through a press release that was distributed prior to and during the survey period. Information and links to the survey were also distributed on flyers and business cards which included a Quick Response (QR) code so respondents could access the survey directly on their smartphone or tablet.

The survey included 15 questions that covered the following topic areas:

- Demographic and Background Information
- The Places We Gather
- The Way Land is Used
- The Future

A summary of the survey is available in **Appendix F.**

Student Conducted Community Survey

In November 2019, students from Schalmont High School enrolled in the Syracuse University Project Advance Policy Studies 101 class conducted a community survey to assist the CPAC and Town of Rotterdam in collecting input about community needs. The target population encompassed the entire voting populous of the Town of Rotterdam, which exceeds 23,000 citizens aged 18 and older. A sample size of 200 was selected providing a 95% confidence interval with a margin of error of ±7%. The sample population is 0.86% of the target population in the Town of Rotterdam.

The surveys were administered face-to-face and respondents completed it on site. The face-to-face method made the respondents more likely to participate and to complete the survey. Any questions and/or misconceptions from the respondents could be clarified by the surveyors. Surveys were distributed outside of the ten polling locations in the Town of Rotterdam on Election Day, November 5th, 2019. The survey was administered on Election Day providing an equal opportunity to registered voters to participate in the survey.

The results of the student conducted survey are available in **Appendix G.**

Vision Map Survey

Following the Virtual Public Meeting #3, a Vision Map Survey went live to provide the public with the opportunity to view the proposed Vision Map, the draft Vision and to gather additional public feedback on the draft Vision and Vision Map. The online survey was live from October 19, 2020 to November 20, 2020 and received a total of 368 responses during that time. The survey was conducted using the Survey Monkey platform and was made available on the Town website and project website. Members of the public were informed of this survey through a variety of methods. The attendees of the Virtual Public Meeting #3 were informed of the survey, and following Virtual Public Meeting #3, the survey was publicized through the Town's social media and website, the project website, digital and hardcopy flyers and through the email distribution lists of the Town's local school districts. The information gathered from this survey helped shape the Vision and Vision Map components.

Key Stakeholder Interviews

Key stakeholder interviews were conducted and also serve as an important component in the development of this plan. The purpose of these meetings was to learn more about critical challenges and opportunities in the Town based on particular topic areas. Key stakeholders include property owners, business owners, Town staff, regional partners, community leaders and more. Over the course of several months, eight stakeholder meetings were conducted and nearly 40 stakeholders provided input. In some cases, a phone call or separate meeting was held to accommodate schedules of the participants. A summary of stakeholder input received is available in **Appendix D.**

In-person Stakeholder meetings were held over a two-day period on February 10 and 11, 2020 and were organized into eight topic-based groups which included:

- History, Culture and Education
- Planning, Zoning and Land Use
- Infrastructure, Mobility and Transportation
- Economic Growth

- Regional Partners
- Health, Human Services and Emergency Services
- Services and Community Organizations
- Open Space, Recreation and Agriculture

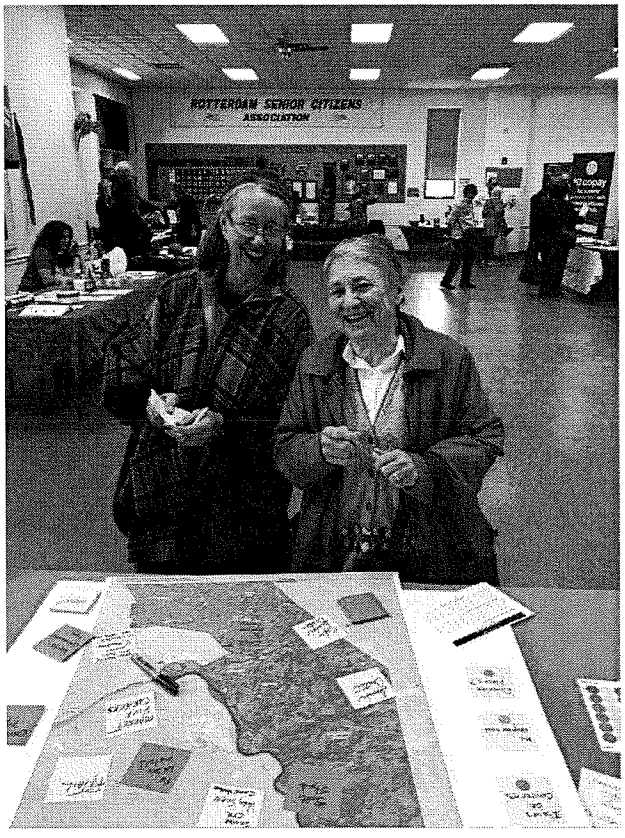
Web/Social Media Outreach

Members of the community were kept informed about the Comprehensive Plan Update via the Town's website, social media and dedicated project website. The project website, located at www.RotterdamNYPlan.com provided background information about the project, access to documents, maps and reports and provided information about public engagement events and engagement opportunities.

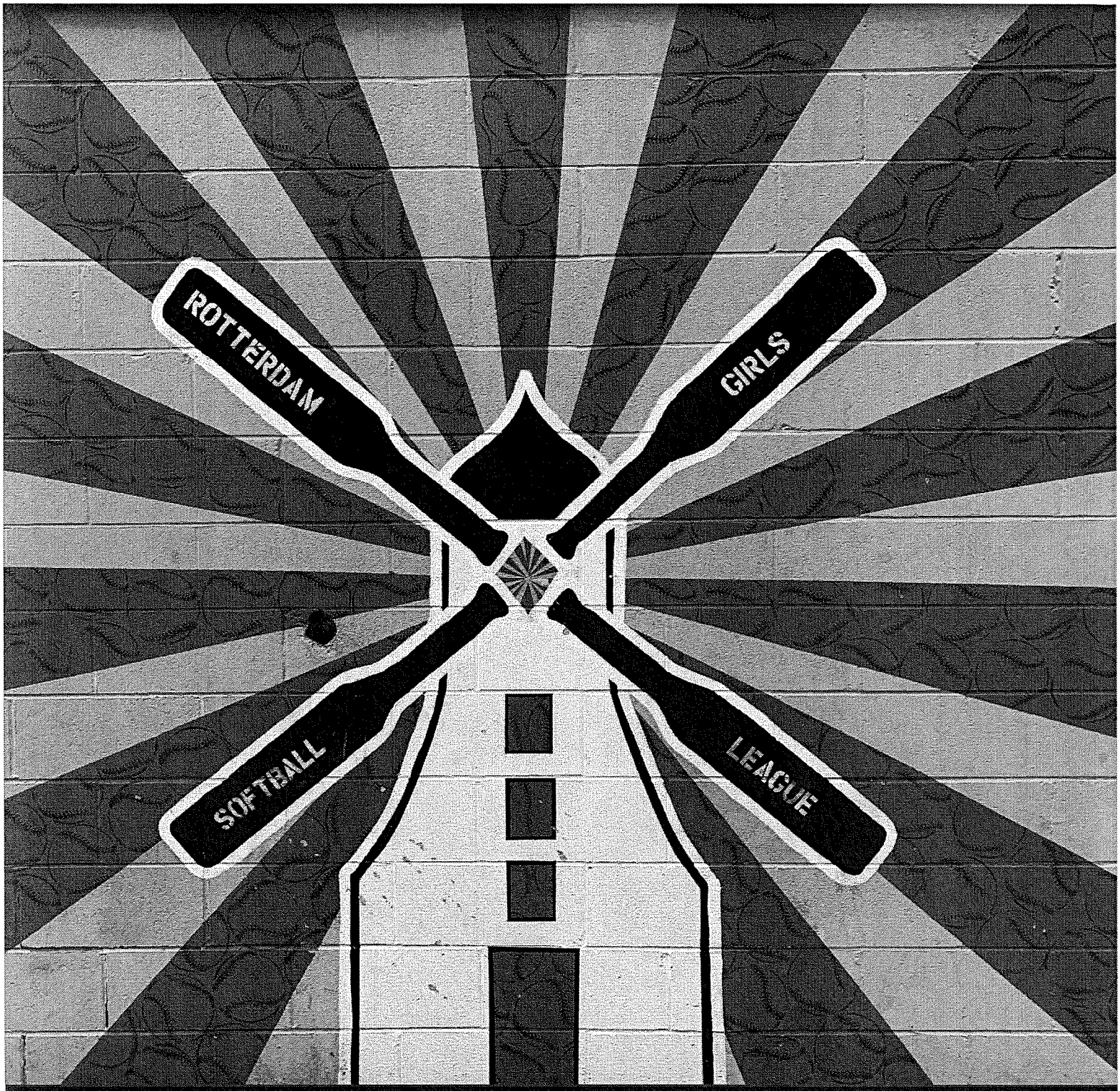
The Town's social media was utilized to post information about public meetings, CPAC meetings and other updates throughout the planning process.

Pop-Up Information Stations

Another method of outreach included several in-person information pop-up stations set up during the planning process to meet with and inform members of the public about the Comprehensive Plan Update project. A pop-up station provides an opportunity to meet community members where they are, offering a measure of convenience for those who may not otherwise attend public meetings. The purpose of the stations was to inform the public about the project and offer an opportunity for public input. The pop-up stations were staffed by a member of the consultant team and committee volunteers. The stations included a project area map, information boards, handouts with information about the project and comment cards for community members to leave thoughts, concerns and ideas about the community. Pop-up stations were conducted on October 25, 2019 at the Senior Center Health and Wellness Event, on December 11, 2019 at the Schalmont High School Holiday Concert, and on December 12, 2019 at the Mohonasen High School Holiday Concert.



Senior Center Pop-Up Information Table



Section Two:
Vision, Goals and Vision Map

SECTION TWO: VISION, GOALS AND VISION MAP

A vision describes the future state that the community aspires to be. This statement is intentionally broad in nature and is a statement of aspiration, not necessarily the existing state of the Town.

VISION STATEMENT

The Town of Rotterdam is a thriving, inclusive and friendly community that celebrates the diversity of its people and neighborhoods that together create a desirable place to live, work and play.

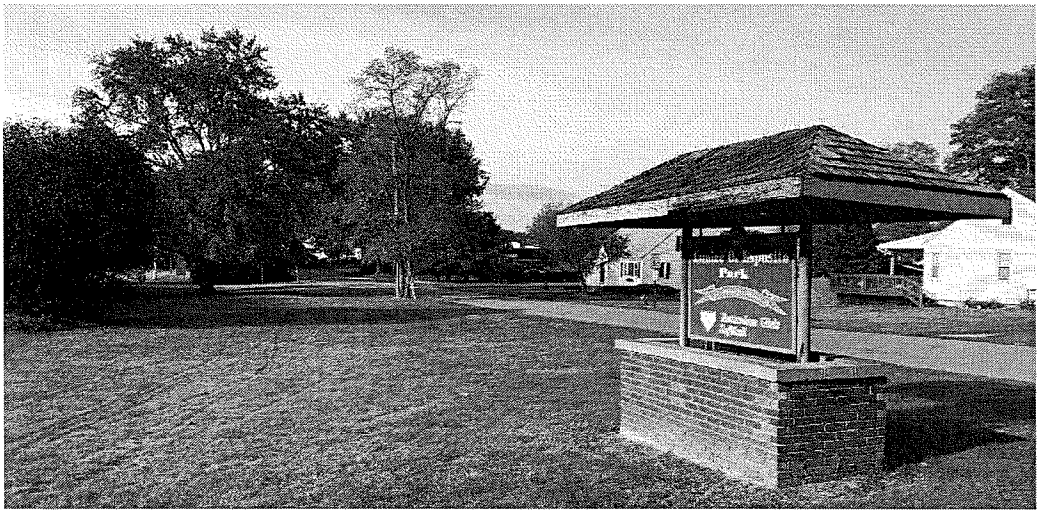
Locally owned businesses, walkable neighborhoods, excellent schools and vibrant commercial corridors as well as an active industrial area support a growing tax base, employment opportunities, and a high quality of life.

At the crossroads of several major transportation routes, Rotterdam is accessible to and from major Capital Region destinations for employment, retail and institutions of higher education.

Rotterdam enjoys a diversity of housing options. From historic single-family neighborhoods to multi-family neighborhoods, there are housing choices to accommodate all generations.

Rotterdam is respectful of its rich history and natural resources prioritizing the health and well-being of its residents, visitors and the environment.

Parks and recreational opportunities abound providing options for people of all ages to connect with nature and each other.



Eunice O. Esposito Park

GOALS

The plan includes a series of goals that together provide guidance and a framework to achieve the vision of the community. Goals include:

Transportation and Mobility

- Maintain a safe, reliable and efficient transportation system that provides multi-modal access to all residents and visitors.
- Enhance the walkability of historic hamlet areas and increase neighborhood connectivity.
- Improve accessibility of neighborhood commercial corridors by using comple street design elements.

History, Culture and Education

- Protect, enhance and promote historic and cultural resources of the Town for the enjoyment of community members and visitors.
- Expand opportunities for residents and visitors to experience history, arts and culture.
- Support and foster educational opportunities to ensure the success of future generations.

Parks and Recreation

- Provide recreational opportunities that utilize the scenic and natural resources of the town.
- Provide a diversity of year-round recreational opportunities for the enjoyment of all residents and visitors.

Neighborhoods, Housing and Community

- Preserve and enhance the character and unique identity of existing neighborhoods and hamlets.
- Create places and activities to celebrate community.
- Maintain and enhance existing housing stock.
- Support housing options that are appropriately located, meet the needs of seniors and all generations and serve all incomes.

Economic Growth

- Promote investment and reinvestment to attract and retain local businesses and employment opportunities.
- Ensure that commercial growth occurs in a manner that maintains the character of the community while expanding the Town's tax base and the availability of services to members of the community.
- Support and promote existing commercial and industrial areas.

Natural Resources, Agriculture and Environment

- Preserve and protect key natural resources and critical environmental areas including the Great Flats Aquifer.
- Preserve and protect farmland and support a local agricultural economy.

Infrastructure and Governance

- Ensure the availability of public facilities, infrastructure and emergency services that adequately serve the present and future needs of Rotterdam.

ROTTERDAM VISION MAP

A key element of the Rotterdam Comprehensive Plan Update is the development of a Vision Map. A Vision Map is a visual representation of the community vision that illustrates how the vision is applied to the built environment. The illustration provides a general framework and direction for decision making in the community. The map illustrates areas of focus for changes, enhancement and improvements in the community. The map includes four main topic areas, including Corridor Improvements & Neighborhood Connections, Mixed-Use Nodes, Key Regional Access and Maintain and Enhance Existing Character. A number of the recommendations of the plan center around these topic areas and are intended to achieve the community vision when implemented. Following is a description of the key elements of the Vision Map along with an illustration of the map on page II-6. Section Three of this plan includes further discussion and recommended actions to accompany each map element, which aim to achieve the vision when implemented.

The Vision Map is <u>not</u> zoning, nor is it parcel specific.

Vision Map Topic 1: Corridor Improvements

The Corridor Improvements and Neighborhood Connections component of the Vision Map is intended to promote improvements to key commercial and transportation corridors with a focus on establishing better pedestrian and vehicular connections to neighborhoods.

There are two categories of Corridor Improvements and Neighborhood Connections presented, including Hamlet Center Mixed-Use and Corridor Mixed Use. A description of each follows:

- **Hamlet Center Mixed-Use** - The Hamlet Center Mixed-Use area is focused on the Rotterdam Junction area of Town. The intent is to promote small-scale mixed-use development and redevelopment along Main Street and create better connections and enhancements to neighborhoods and recreation areas. This also includes improvements to the streetscape and a more consistent look and feel of the corridor.
- **Corridor Mixed-Use** - The Corridor Mixed-Use areas includes improvements to key commercial and transportation corridors in Town. It also promotes mixed-use development and redevelopment along these corridors with a focus on office/commercial/retail establishments and higher density residential opportunities. The Corridor Mixed-Use is intended to promote a larger scale of development than the Hamlet Center Mixed-use, while focusing on compatibility with surrounding neighborhoods. These areas include a

consistent design and streetscape while promoting multi-modal transportation options and connections to neighborhoods.

Vision Map Topic 2: Mixed-Use Nodes

The Mixed-Use Nodes are nodes of commercial activity in key locations and corridors in the Town. The intent of the Mixed-Use Nodes is to create vibrant and attractive destinations to live, shop, work and gather that promote mixed-use development and redevelopment through the infill of vacant and underutilized properties. These areas are intended to be compact and walkable in nature with a consistent building design and streetscape with access multi-modal transportation options.

Several key mixed-use nodes have been identified in the Vision Map, including:

- Carman Road - Hamburg Street Node
- Curry Road - Altamont Avenue
- Five Corners Node
- Hannaford Plaza Node (Altamont Avenue)
- Western Gateway Node
- Via Port Mall Node

Vision Map Topic 3: Key Regional Access

The Key Regional Access points are main access points to the Town which promote the accessibility of the Town in the Capital Region and beyond. Enhancing regional connections and gateways creates a sense of place and also creates opportunities to attract future business, industry, employers and residents and provides an opportunity for marketing the Town.

Key Regional Access points include:

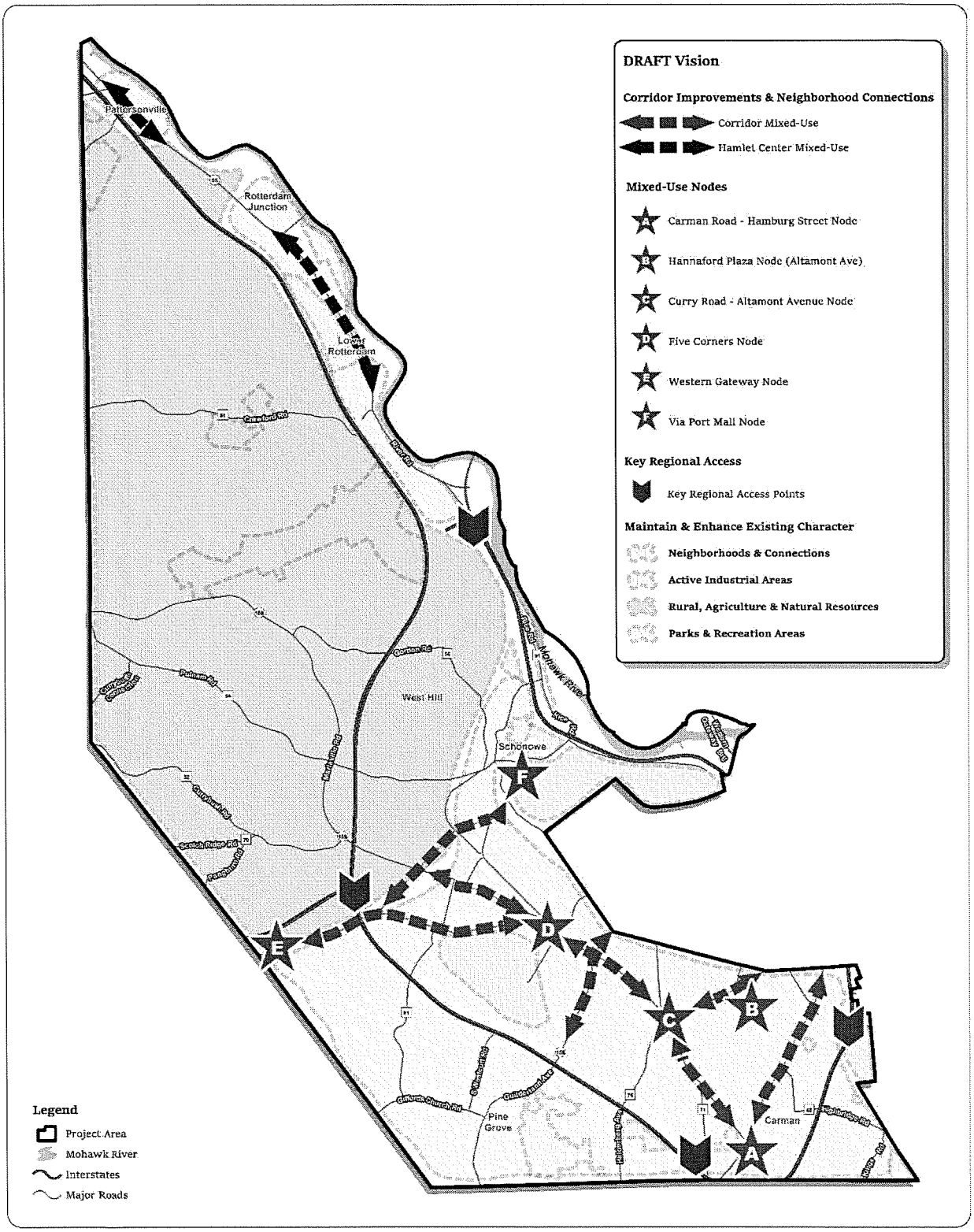
- Exit 25 (I-90)
- Exit 25A (I-90/I-88)
- Exit 26 (I-90/I-890)
- Exit 7 (I-890/Route 7)

Vision Map Topic 4: Maintain and Enhance Existing Character

Based on input from the public, stakeholders and the CPAC, a key focus of the Comprehensive Plan Update is on maintaining and enhancing existing areas in Town, such as existing neighborhoods, parks and recreational opportunities, rural and agricultural lands and industrial areas. This includes maintaining the existing character of these areas while promoting improvements and enhancements. Improvements may include pedestrian enhancements, better connections from neighborhoods to commercial areas, supporting agriculture and agricultural businesses and promoting economic development in industrial areas.

The main areas of focus for maintaining and enhancing existing character include the following:

- Neighborhoods and Connections
- Active Industrial Areas
- Rural, Agriculture & Natural Resources
- Parks and Recreation Areas


DRAFT Vision
Corridor Improvements & Neighborhood Connections
Corridor Mixed-Use
Hamlet Center Mixed-Use
Mixed-Use Nodes
A Carman Road - Hamburg Street Node
B Hannaford Plaza Node (Altamont Ave)
C Curry Road - Altamont Avenue Node
D Five Corners Node
E Western Gateway Node
F Via Port Mall Node
Key Regional Access
Key Regional Access Points
Maintain & Enhance Existing Character
Neighborhoods & Connections
Active Industrial Areas
Rural, Agriculture & Natural Resources
Parks & Recreation Areas
Pattersonville
Rotterdam Junction
Lower Rotterdam
Mohawk River
West Hill
Schonowe
Pine Grove
Carman
Legend
Project Area
Mohawk River
Interstates
Major Roads



Section Three:
Vision Map Recommendations

SECTION THREE: VISION MAP RECOMMENDATIONS

The Vision and Vision Map presented in Section Two provides a broad overview for the direction of this plan. Section Three represents a more in-depth discussion of each of the elements presented in the Vision Map along with key recommendations to achieve the vision.

The four key elements discussed in this section derive from the Vision and Vision Map, and include:

- Corridor Improvements and Neighborhood Connections
- Mixed-Use Nodes
- Key Regional Access
- Maintain and Enhance Existing Character

Together, these four elements act to preserve and protect the character of the community, while recommending key enhancements and improvements that build on Rotterdam's successes, improve the quality of life and support the community as a nice place to live.

KEY ELEMENT 1: CORRIDOR IMPROVEMENTS AND NEIGHBORHOOD CONNECTIONS

The Corridor Improvements and Neighborhood Connections component of the Vision Map are intended to promote improvements to key commercial and transportation corridors with a focus on establishing better pedestrian and vehicular connections to neighborhoods and encouraging a mixed-use development and redevelopment within key commercial corridors.

Two categories have been identified, Corridor Mixed Use and Hamlet Center Mixed-Use. The following is a discussion of each category and the key corridors that are addressed.

Corridor Mixed-Use

The Corridor Mixed-Use areas include improvements to key commercial and transportation corridors in Town and promote mixed-use development and redevelopment with a focus on commercial retail establishments and higher density residential opportunities. The Corridor Mixed-Use areas are intended to promote a larger scale of development than the Hamlet Center Mixed-use, while focusing on compatibility with surrounding neighborhoods. These areas should include a consistent design and streetscape while promoting multi-modal transportation options and connections to neighborhoods.

The following is a description of each of the corridors identified on the Vision Map.

Burdeck Street Corridor

Burdeck Street is centrally located in the Town of Rotterdam and runs from Duanesburg Road, northeast to West Campbell Road. Existing land uses along this roadway are characterized by a mix of commercial, residential and industrial uses. Residential uses generally include higher-density condominiums, townhouses and apartments with some areas of single-family homes. While much of the central and

eastern portions of the Town are largely developed, the area along Burdeck street presents a number of opportunities for development and redevelopment.

The strategic location of Burdeck Street near the I-88 and NYS Thruway Exit 25A interchange creates a significant economic development opportunity for the Town. Past planning initiatives, including the *2001 Comprehensive Plan* and the *2004 Burdeck Street, I-90 and NYS Thruway Exit 25A Land Use and Transportation Study* (2004 Transportation Study) both identified a number of recommended actions for this roadway.

The following includes key discussion points and recommendations from those plans:

- **2001 Comprehensive Plan** - The 2001 Comprehensive Plan identified the Burdeck Street corridor as a likely location for commercial and industrial growth, hindered by a lack of sewer infrastructure and transportation deficiencies.
- **2004 Burdeck Street, I-90 and NYS Thruway Exit 25A Land Use and Transportation Study** - The 2004 Transportation Study was undertaken to examine future land use options for the study area, which included approximately 1,000 acres along Burdeck Street and Duanesburg Road. The plan identified a series of land use and zoning recommendations to consider for the orderly growth of the areas identified in the study. The study identified several land use alternatives for the Town's consideration. The land use alternatives included the following:
    - **Alternative 1 – Regional Office**: Alternative 1 focuses on increasing the amount of office space in Town and encourages office development in appropriate locations.
    - **Alternative 2 – Mixed Use**: Alternative 2 promotes a significant amount of mixed-use development and recommends the establishment of a new Mixed-Use zoning district to encourage a more village-like type of development, promoting residential, commercial, office and retail in close proximity to each other. This alternative also encourages the reuse of existing housing stock as office space rather than removing and erecting new buildings for office uses.
    - **Alternative 3** – Modified Existing: Alternative 3 focuses on maintaining the more rural aspects of the study area while modifying existing commercial and industrial areas.

Currently, Burdeck Street is not connected to municipal sewer infrastructure. However, the Town is actively pursuing the extension of sewer infrastructure to this area which will create opportunities to spur the development of the corridor.

New York State Route 7 Corridor

New York State Route 7 (Route 7) is a main corridor through the Town of Rotterdam and traverses many of the commercial and residential areas of Town. Starting from the west, Route 7 travels from the western boundary of the Town at the I-88 and I-90 interchange and travels east on Duanesburg Road

until it reaches the Five Corners area. From Five Corners, Route 7 continues in a southeastern direction on Curry Road and continues to the Town boundary with the Town of Guilderland. The land uses along Route 7 vary greatly and include areas of low and high density residential, industrial and commercial land uses. This corridor travels along many of the Town's main commercial destinations and neighborhoods, making it a significant opportunity for economic development and improved connections.

The roadway is primarily a two-lane street. Certain areas along Duanesburg Road have wide enough shoulders to accommodate bicyclists, but in other areas, the shoulders narrow making bicycle travel unsafe for the average user. Notably absent along much of the Route 7 corridor is sidewalk infrastructure until arriving at the Five Corners area. This presents a significant hindrance in providing connections between the densely populated neighborhoods along this corridor and key commercial areas and community services. The lack of continuous pedestrian infrastructure also creates challenges for those that rely on public transportation to get to their final destinations.

While the Route 7 corridor is a primary access point into and out of the Town, these areas generally lack gateways that indicate when visitors are entering or leaving the Town. Gateways help to create a sense of place and a sense of pride for the community and can also be a way to direct visitors of where key destinations are located with informational and wayfinding signage.

2008 NY 7/NY 146 Land Use and Transportation Study

Previous planning efforts undertaken by the Town have examined sections of the Route 7 corridor and provided recommended improvements, including the *NY 7/NY 146 Land Use and Transportation Study* (2008 Study), completed in 2008 through the Capital District Transportation Committee. This study focused on an area of Town that encompassed 768 acres along Hamburg Street, Carman Road and Curry Road. The intent of the study was to ensure that future commercial and industrial growth was appropriately located and to ensure that future growth adhered to the following goals:

- Attract appropriate development
- Ensure that future growth is planned to minimize impacts to the transportation system
- Ensure that future growth compliments the surrounding residential neighborhoods
- Ensure that future growth provides new and inspired identity to the Hamburg Street Commercial District

The study identified key assets along this corridor that are still relevant today and present a number of opportunities to be considered in future planning pursuits. Those key assets include:

- The corridor provides a direct connection to I-890, I-90 and I-88 making this an ideal access point for commuters in and out of the Town and visitors to Town
- The densely populated residential neighborhoods surrounding this corridor creates opportunities for housing and also creates a critical mass of people to support local business

- There are two parks along the corridor, including Eunice Esposito Park and Memorial Park, which provide areas for active recreation
- Vacant land in key locations offers opportunities for infill development
- Civic and cultural land uses, including churches, schools and Town Hall are located off this corridor, providing services to residents and visitors

Key challenges identified in this study for the Route 7 corridor include:

- Lack of gateways entering and exiting the corridor
- The mixing of incompatible uses along the commercial corridors has led to a lack of clear identity along the corridor
- The lack of continuous sidewalks throughout the corridor has contributed to the Town being a vehicular dependent community that is unsafe to walk

The 2008 study included several land use and zoning related recommendations to improve the corridor and to encourage appropriate growth and development. These recommendations included allowing for a mixture of complementary land uses along the corridor that includes housing, retail, offices, commercial services and civic uses to create economic and social vitality and to encourage better pedestrian connections to reduce vehicular dependence and improve pedestrian safety. Recommendations also include facilitating development that supports public transit where applicable which has the potential to reduce traffic congestion.

Based on feedback from the public and discussions with the CPAC and Town staff, the goals and recommendations of the 2008 plan are still relevant today and are affirmed by the Vision and Guiding Principles of this Comprehensive Plan Update

New York State Route 146

New York State Route 146 (Route 146) travels southwest from the border with the City of Schenectady to the border with the Town of Guilderland in the eastern most area of the Town. From Schenectady, the road travels along Hamburg Street to the Route 7-Route 146 Roundabout and continues along Carman Road to the Guilderland Border. Route 146 traverses several of the Town's more densely populated neighborhoods. Route 146 along both Hamburg Street and Carman Road are two-lane roadways with a single travel lane in each direction. The Route 146 corridor primarily includes a mix of auto-oriented commercial land uses and single-family homes. The high number of single-family homes and auto-oriented commercial uses creates many driveway access points which can reduce pedestrian safety and create traffic back-ups. In a portion of Route 146, a central turning lane and more clearly defined driveway access points with curbing were added as part of a highway improvement project a few years ago that helps address these issues where the improvement project occurred.

The Route 146 corridor includes many assets for the community to build upon and to support proposed enhancements. Key assets along the Route 146 corridor include:

- Proximity of densely populated residential neighborhoods to nearby businesses

- Access to civic and cultural land uses, including churches and the Senior Center. Access to these uses is an important component of the community, where residents and visitors can gather and share common needs and interests
- Opportunities for infill development

As noted above, significant pedestrian and streetscape improvements have been recently made along Hamburg Street, including the construction of sidewalks from Carman Road to the City of Schenectady which implemented key elements of the 2001 Comprehensive Plan and the 2008 Plan. This is a significant improvement that helps to creates safe connections for pedestrians from the numerous single-family neighborhoods to the many businesses throughout the corridor. Another significant improvement was the addition of a turning lane which helps to ease traffic congestion caused by left turns.

While significant enhancements have been made, there are still challenges to overcome along this stretch of roadway, including the mix of potentially incompatible land uses and a lack of a consistent look and feel along the corridor. Recently, sewer service has been provided along Hamburg Street.

Another challenge along Hamburg Street is the significant number of curb cuts for driveway access to businesses and residences. The high number of curb-cuts creates safety challenges for pedestrians trying to navigate around cars entering and exiting. The high number of access points can also create more opportunities for rear-end collisions as there are more locations for cars to stop.

The intent for this area in the future is to promote mixed-use development and redevelopment with a focus on commercial office and retail establishments and higher density residential options such as a first-floor business with second floor apartments. Any future development should be compatible with surrounding land uses, particularly surrounding residential single-family neighborhoods. The corridor should include a consistent design and streetscape while promoting multi-modal transportation options and connections to neighborhoods.

There are a number of tools that the Town can utilize to implement the vision for the Route 146 corridor, including changes to zoning to allow for more mixed-use development and design guidelines. Design guidelines are a set of recommendations providing guidance to designers, developers and land use boards on how to achieve a desired look and feel for a defined area of the community. Design guidelines should be user friendly, and graphic based to convey complex design principles. As new commercial development occurs, or redevelopment of existing properties occurs, design guidelines can help shape the development in a way that complements the community character. Building design guidelines may address building height, façade improvements, placement of doors and windows, use of materials and architectural elements. Site design guidelines may include placement of buildings near the street, parking areas located to the side or rear of lots, landscaping, site circulation and access management. Design guidelines are helpful for future applicants to understand the Town's vision and creates predictability in the development review process creating a more efficient process. These design guidelines can be a stand-alone document or integrated into the Town site plan review regulations. In part, design guidelines have been incorporated in the zoning code through the use of overlay districts,

which currently permit, but do not yet require, property owners to pursue more flexible development in certain areas.

Guilderland Avenue Corridor

Guilderland Avenue is located in the southeastern portion the Town and runs from the border with the City of Schenectady, southwest to the border of the Town of Guilderland. From north to south this corridor experiences a variety of land uses and population density with the densest areas closer to Schenectady and gradually becoming less dense south of I-90 approaching the Town of Guilderland. The portion of the corridor north of I-90 is characterized by a mix of single and multi-family residential uses and auto-oriented commercial businesses. Commercial businesses are located in both single occupant buildings as well as auto-oriented strip malls.

The Guilderland Avenue corridor presents a number of opportunities for the Town. The corridor is located adjacent to densely populated residential neighborhoods, giving residents access to many commercial services and establishments within a five-to-ten-minute walk. This provides opportunities for economic development and the support of local businesses along the Corridor. The corridor also includes a number of civic and community services, including schools and churches.

There are several key challenges that should be addressed in the future planning and development of this corridor. A significant challenge is the lack of continuous sidewalk infrastructure. Sidewalks are largely missing throughout the corridor and the sidewalks that do exist have significant gaps between them. Where sidewalks are lacking, an unsafe situation is created in which pedestrians have to share the road with vehicles. Given the adjacent residential neighborhoods, this presents an opportunity to improve pedestrian safety and create better connections from neighborhoods to local businesses and services.

Another challenge along this corridor is the lack of a gateway treatment at the Town border with the City of Schenectady, indicating that one has entered the Town. A gateway treatment in this area can help to create a sense of place and identity for the community. A gateway treatment can also help to improve the aesthetic of the streetscape as one enters the Town.

The intent for this area in the future is to promote mixed-use development and redevelopment with a focus on commercial office and retail establishments and higher density residential options such as a first-floor business with second floor apartments. Any future development should be compatible with surrounding land uses, particularly surrounding residential single-family neighborhoods. The corridor should include a consistent design and streetscape while promoting multi-modal transportation options and connections to neighborhoods.

Altamont Avenue Corridor

Altamont Avenue runs northeast to southwest from the boundary with the City of Schenectady to the Curry Road/Route 7 intersection. This corridor consists primarily of auto-oriented commercial development with a limited amount of single-family residential uses. Altamont Avenue contains many local businesses and access to goods and services, including two grocery stores, Walmart, banks, restaurants, medical facilities, gas stations and convenience stores. Densely populated residential

neighborhoods lie adjacent to Altamont Avenue providing residents with easy access to a number of goods and services.

Pedestrian infrastructure in the form of sidewalks and crosswalks are available throughout the Altamont Avenue corridor which presents a great opportunity for residents and visitors to access goods and services and to access public transportation. The auto-oriented nature of this corridor, however, creates several challenges, including a reduction in pedestrian safety and an aesthetically undesirable appearance. The many curb cuts and driveway access points creates many opportunities for conflicts between drivers and pedestrians and should be considered for future improvements to the area.

Design guidelines should be considered along this corridor to encourage a more consistent look and feel. Streetscape improvements, such as street trees and benches should also be considered to help create a more inviting space to encourage people to spend time and gather along the corridor.

Recommended Actions - Corridor Mixed-Use

CMU1. Promote mixed-use development and redevelopment of key commercial and transportation corridors in the Town, including Burdeck Street, NYS Route 7, Curry Road, Guilderland Avenue, Altamont Avenue and Hamburg Street.

CMU2. Consider the development of form-based zoning along key commercial and transportation corridors to encourage mixed-use development and to establish a consistent look and feel.

CMU3. Consider the development of design guidelines or standards along key commercial and transportation corridors to encourage a more consistent look and feel in the community.

CMU4. Allow a mixture of complimentary land uses that includes housing, retail, offices, commercial services, and civic uses, to create economic and social vitality and to encourage the linking of trips.

CMU5. Develop commercial and mixed-use areas that are safe, comfortable and attractive to pedestrians.

CMU6. Provide flexibility in the siting and design of new developments and redevelopment to anticipate changes in the marketplace.

CMU7. Reinforce streets as public places that encourage pedestrian and bicycle travel.

CMU8. Provide roadway and pedestrian connections to residential areas.

CMU9. Encourage efficient land use by facilitating compact, high-density development and minimizing the amount of land that is needed for surface parking.

CMU10. Facilitate development (land use mix, density and design) that supports public transit, where applicable.

Hamlet Center Mixed-Use

The Hamlet Center Mixed-Use area is focused on the Rotterdam Junction area of Town. The intent is to promote small-scale mixed-use development and redevelopment along Main Street and create better connections and enhancements to neighborhoods and recreation areas. This also includes improvements to the streetscape and a more consistent look and feel of the corridor.

Rotterdam Junction is a historic hamlet located in the northwestern portion of Town along the Mohawk River and is located in an area that is considerably less populated and more rural than the eastern areas of Town. Main Street is the primary commercial corridor through the hamlet and includes a mix of small-scale commercial, civic and residential land uses. Shooting off from Main Street are a series of local streets and single-family residential neighborhoods. The hamlet includes significant recreational resources, including Woestina Park and direct access to the Mohawk Hudson Bikeway. Just down the road is the Mabee Farm Historic Site which is a significant cultural and historical resource that provides educational opportunities and serves as a local destination.

Over time, the hamlet has experienced significant economic and environmental challenges that have resulted in the need for development and redevelopment of vacant and underutilized buildings and properties, a need for streetscape improvements and façade improvements to commercial and residential structures.

In 2013, the Town completed the Rotterdam Junction Brownfield Opportunity Area Nomination Study which examined existing conditions and a series of recommendations to address numerous vacant and underutilized sites in the Hamlet. The study identifies that 63.1% of the Study Area established in the plan is comprised of underutilized and strategic sites totaling 393.5 acres. These sites present opportunities for development and redevelopment to help drive the economic development of the hamlet.

Several key challenges must be considered for future planning and development of Rotterdam Junction. Key challenges include:

- A significant portion of Rotterdam Junction lies within the 100- and 500-year flood zone creating a potential barrier to development and the cost of living when flood insurance is considered. Significant flood damage has occurred in Rotterdam Junction, most recently in the aftermath of Hurricane Irene in 2011 which devastated the community.
- Another challenge is the location of the hamlet within the Great Flats Aquifer well head zone. The Great Flats Aquifer presents a major barrier to development and redevelopment given the strict regulations that are associated with it.
- A lack of sewer and water infrastructure also creates less demand for the development of the hamlet, particularly along the commercial corridor on Main Street.

While there are significant challenges to overcome in Rotterdam Junction, there also exists significant opportunities. Opportunities include:

- Access to significant recreational opportunities that can help promote the hamlet as a key destination in the Town to visit. This includes access to Woestina Park, the Mohawk Hudson Bikeway and cultural destinations like the Mabee Farm Historic Site.
- Access to regional transportation, including I-90 and I-890. Access to these transportation routes makes Rotterdam Junction an ideal location for commuters, particularly for people that may be looking to buy a home in a smaller historic hamlet rather than the more densely populated areas of Rotterdam.
- Opportunities for infill development of vacant and underutilized sites

The Hamlet Center Mixed-Use area promotes small-scale mixed-use development and redevelopment along Main Street to encourage the economic development of the hamlet. This also includes streetscape improvements like improved sidewalks and the potential for bike lanes to encourage riders along the bikeway to ride through the hamlet and visit local businesses. Design guidelines are encouraged for this area to help create a more consistent look and feel and to create a sense of place and community identity.

Recommended Actions – Hamlet Center Mixed-Use

HMU1. Promote small-scale mixed-use development and redevelopment along Main Street in Rotterdam Junction.

HMU2. Explore opportunities for the adaptive reuse of existing buildings to encourage redevelopment. Due to limitations related to the Great Flats Aquifer and lack of sewer infrastructure, adaptive reuse of existing buildings may be a more viable option for economic growth in Rotterdam Junction than development of new buildings.

HMU3. Consider the development of design guidelines or standards to encourage a consistent look and feel along Main Street in Rotterdam Junction.

HMU4. Enhance walkability by encouraging pedestrian connections from neighborhoods and recreational resources to commercial and mixed-use areas along Main Street in Rotterdam Junction.

HMU5. Implement the zoning and land use recommendations of the Rotterdam Junction Brownfield Opportunity Area Nomination Study.

HMU6. Consider developing a feasibility study for extending sewer infrastructure to the Rotterdam Junction area. Development and redevelopment of this part of Town is significantly limited due to constraints related to the Great Flats Aquifer regulations. The construction of public sewer capable of serving either all or some portions of this area would significantly alleviate development limitations.

HMU7. Explore opportunities for the next generation of uses on formerly industrial parcels in Rotterdam Junction.

HMU8. Consider opportunities for the adaptive reuse of existing housing stock for small-scale commercial and retail use. This may include small, in-home businesses, such as legal, accounting, hair salons or seasonal businesses such as farmer's markets.

HMU9. Focus redevelopment efforts in Rotterdam Junction on small-scale and mixed-use commercial entities that cater to tourists taking advantage of the abundant cultural and recreational resources in the area.

HMU10. Work with regulatory partners to evaluate the regulations associated with Great Flats Aquifer to identify necessary modifications to encourage redevelopment in Rotterdam Junction while protecting this important resource.

KEY ELEMENT 2: MIXED-USE NODES

Mixed-Use Nodes are nodes of commercial activity in key locations and corridors in the Town. The intent of the Mixed-Use Nodes is to create vibrant and attractive destinations to live, shop, work and gather that promote mixed-use development and redevelopment through the infill of vacant and underutilized properties. These areas are intended to be compact and walkable in nature with a consistent building design and streetscape with access multi-modal transportation options. The key areas described below are already existing nodes of commercial activity, however, there are many opportunities to enhance these areas as key destinations that support local business and create inviting spaces for the community to visit.

Placemaking

A key concept for the enhancement of mixed-use nodes in Rotterdam is the concept of placemaking. Placemaking focuses on strengthening the connection between people and the places they share, known as the public realm. Placemaking is more than just promoting better urban design, it facilitates creative patterns of use, paying particular attention to the physical, cultural and social identities that define a place and support its ongoing evolution.[1]

Many suburban communities are centered around automobile dependent uses and development patterns that do not incorporate a significant amount of shared public spaces, resulting in a loss of sense of place that exists in cities and smaller villages.

A key hallmark of placemaking is to create destinations that draw in and encourage visitors to visit and spend time in the community. A destination might include a downtown square or town center, a main street, waterfront area, park, museum or community center. Each destination should have multiple places within it to encourage people to spend time. For example, a town center may have shops and cafés, a playground for children, sidewalks with benches for people to sit or a small park area. The key is to create comfortable spaces that encourage people to spend time. More broadly, a town or region should have destinations and each destination should have places or things to do to encourage residents and visitors to spend time in the community.

[1]Project for Public Spaces - https://www.pps.org/article/what-is-placemaking

According to the Project for Public Spaces, there are four key elements that create a great place. Those elements include:

- **Access and Linkages** – Great places are accessible and well connected to other important places in the area. This includes places that are walkable, accessible to all people and abilities, conveniently located and connected via roadways, sidewalks, multiuse paths and public transportation where available.
- **Comfort and Image** – Great places should be comfortable and project a good image. This may include places to sit and congregate, displays of local art, a focus on historic preservation, improving building conditions, landscaping and overall aesthetic improvements to an area.
- **Uses and Activities** – Great places attract people to participate in activities there. Having something to do gives people a reason to visit and return. A variety of activity areas can also encourage people to congregate at different times of the day. For example, a playground may attract young children and families during the day, while a band shell or concert space may encourage adult visitors in the evening.
- **Sociability** – Great places are sociable environments in which people want to gather and return.

Benefits of Placemaking

There are many benefits to incorporating placemaking elements into a community. Listed below are some of the key benefits to placemaking.

- Promotes a sense of comfort
- Nurtures and defines a sense of community
- Promotes health by creating more pedestrian friendly spaces
- Creates improved accessibility
- Builds and supports the local economy
- Fosters social interaction

Several key nodes have been identified in the Vision Map, including:

Carman Road - Hamburg Street Node – The Carman Road-Hamburg Street Node represents a key intersection at the junction of Routes 7 and 146. This is a busy intersection with active commercial activity at each corner, connected by a roundabout. This area is a gateway into the Hamburg Street corridor and presents opportunities for enhancement to create an inviting gateway. Roadway improvements, including new sidewalks long Hamburg Street and the roundabout at Routes 7 and 146 have led to significant pedestrian and traffic safety improvements. Streetscape improvements in this area should continue to be prioritized, including the addition of street trees, seating areas, public art

installations and wayfinding signage to the commercial district along Hamburg Street. A key challenge in this area is to balance commercial growth and aesthetic improvements with existing successful businesses and residential areas.

Curry Road - Altamont Avenue – The Curry Road-Altamont Avenue Node is another existing node in the Town with opportunities for enhancement. This area is located at the intersection of Altamont Avenue and Curry Road and is primarily characterized by commercial, auto-oriented land uses. This node is a gateway into the Altamont Avenue commercial corridor and presents an opportunity to provide an inviting space to celebrate the commercial success of Altamont Avenue businesses. Walkability is a significant challenge for this node. Currently, there are few crosswalks to allow pedestrians to safely travel from one area of the intersection to another. Streetscape improvements, including street trees, benches, local art installations and improved lighting would have a significant impact on the look and feel of this node.

Five Corners Node – The Five Corners intersection is a major commercial center in Rotterdam. This node is located at the intersection of four main roads in Town, including Curry Road, Duanesburg Road, Mariaville Road and Broadway. Although this area is a major focal point in the community, it is generally considered an unfriendly place for motorists, pedestrians and bicyclists. Significant challenges exist within this area, including poor traffic circulation and safety concerns, aesthetic concerns, lack of walkability, large areas of impervious surfaces and underutilized spaces and a prioritization of parking over pedestrian and placemaking amenities.

The lack of continuous sidewalks throughout the area has created a vehicular dependent community that is unpleasant to walk. Improving the walkability and pedestrian safety will help improve the connectivity between and within the Five Corners intersection and the surrounding residential area. New sidewalks would connect the major commercial areas and activity nodes including the library and park. In addition to the streets that intersect at the Five Corners, sidewalk upgrades are recommended along Broadway, Westcott Road and intermittent areas on Draper Avenue and Guilderland Avenue.

The area could also benefit from bicycle infrastructure improvements that could connect residential areas with major commercial centers. Public transportation improvements are also needed for this area. In addition to protected bus shelters, these improvements may include pedestrian infrastructure, such as sidewalks and crosswalks which would allow transit users to safely travel from bus stops to commercial and residential areas.

Access management is a significant challenge for the Five Corners Intersection. Access management is defined as the "systematic control of the location, spacing, design and operation of driveways, median openings, interchanges and street connections to a roadway".[2] The purpose of access management is to ensure that a roadway functions safely and efficiently while providing the appropriate degree of access to adjacent properties. Good access management reduces traffic congestion and improves safety for motorists, bicyclists, and pedestrians alike.

Past planning efforts have offered recommendations for this area that are still relevant today. In 2011, the Town completed the Five Corners Transportation and Land Use Linkage Study to examine

[2] 2011 Five Corners Transportation and Land Use Linkage Study

opportunities for enhancements to traffic circulation and land use improvements. The study's objective was to develop a coordinated land use and access management plan for the Five Corners area to ensure that any redevelopment activity is properly accomplished using an integrated multi-modal network that complements the Town's existing and future land uses.

The Town should consider re-examining the preferred design alternatives explored in the 2011 study to determine areas of improvement for the Five Corners intersection.

Hannaford Plaza Node (Altamont Avenue) – The Hannaford Plaza Node is located off Altamont Avenue in a heavily commercial area and surrounded by residential neighborhoods. This shopping center provides the community with many retail and community services. The location of this node in proximity to several residential neighborhoods provides a critical mass of residents to support the many businesses located here. While this area is a significant location for goods and services, there are many opportunities for enhancements that can create a sense of place, establish community identity and turn this node from an auto-oriented shopping plaza to a destination that attracts visitors and encourages patrons to spend time in the community.

A significant challenge for the Hannaford Plaza Node is the vast amount of surface parking and lack of continuous sidewalks between commercial establishments. This is particularly challenging for those that utilize public transportation to travel to the plaza to access services and for shopping.

There are a number of opportunities to enhance the Hannaford Plaza area. Key opportunities include streetscape improvements such as additional sidewalks, street trees, bicycle infrastructure, seating areas and public art installations. Key elements of placemaking should be considered to create a more inviting space for visitors to gather and spend time.

Design guidelines and standards are another way to enhance this space. A consistent look and feel among the built environment help to create a visual identity for the node and can help establish the area a key destination.

Western Gateway Node – The Western Gateway Node is located in the area where Route 7 enters the Town. This is currently a highly visited truck stop and the location of a significant amount of vehicular traffic in and out of the Town. This node is located near the I-90 and I-88 interchange making it a major transportation access point.

A challenge that has been identified for this area is the high volume of truck traffic and lack of infrastructure to properly accommodate the high truck volume. Input from the community and key stakeholders have identified that the truck stop here is often full and that the high volume of truck traffic often leads to unsafe conditions for vehicle users, including overnight parking on Route 7.

Another deficiency of this area is an overall lack of pedestrian and bicycle infrastructure. While certain areas have wide enough shoulders to accommodate pedestrians and bicyclists, most areas are lacking sidewalk infrastructure. Placemaking would promote services for the community and school adjacent to this corridor.

Via Port Mall Node – The Via Port Mall Node is located on Route 377 (West Campbell Road) in Rotterdam. This area is a major retail and commercial hub easily accessible via Exit 2A off I-890. The

accessibility of this node to the regional major transportation networks creates a locational advantage to attract businesses, visitors, employers and employees to the area. Many local residents are familiar with the original name of the mall which opened as "Rotterdam Square Mall" in 1988. A once popular and well visited establishment, the mall declined economically over the years, yielding less visitors and closing storefronts. In 2016, the mall was purchased by a new owner and renamed "Viaport Rotterdam", named after the new property owner, Via Properties. As retail establishments have shifted from a brick-and-mortar model to online retail, shopping malls across the Country have had to reimagine themselves as destinations with experiential opportunities, rather than just brick-and-mortar retail establishments. In many areas, the COVID-19 pandemic has accelerated this change to online shopping. Even prior to the COVID-19 pandemic, Viaport Rotterdam had begun to reimagine the shopping experience and introduced new establishments, including the Via Aquarium, to attract a new customer base to the area. In addition, Viaport Rotterdam has modified their plan to include leasing space for office use.

Despite the economic decline of many retail establishments, opportunities exist in emerging brick-and-mortar retail trends that show signs of improvement. One such trend is the involvement of large tech companies directing their attention towards retailers to help digitize stores in ways that create an efficient operation for the retailer but can also deliver a seamless and intuitive experience for the consumer. Another emerging trend is the idea of shopping as entertainment. Furthermore, with the State's recent decriminalization of cannabis use and possession and the State's intent to license retail cannabis dispensaries and on-site cannabis consumption sites, it is likely that such uses will be limited to brick-and-mortar establishments, particularly in light of the expected strict regulatory licensing program and continued illegality of cannabis under federal law.

Another emerging trend in retail is that many retail spaces have begun to reduce in size and the retail experience has begun shifting towards a hybrid of in-person and online shopping. A big-box retail store that may have once required large building footprints, may now opt for smaller showrooms to showcase products, while the actual purchasing happens online with products delivered directly to consumers.

Recommended Actions - Mixed Use Nodes

MUN1. Encourage the creation of vibrant and attractive destinations to live, shop, work and gather by promoting mixed-use development and redevelopment.

MUN2. Create walkable nodes with unique, identifiable character that have access to services, housing and commercial establishments.

MUN3. Identify and promote the adaptive reuse and redevelopment of vacant and underutilized properties in key mixed-use nodes.

MUN4. Encourage walkability and multi-modal transportation options in key mixed-use nodes.

MUN5. Consider the development of form-based zoning or design guidelines to create a more consistent look and feel within key mixed-use nodes.

MUN6. Focus commercial and mixed-use development within and surrounding mixed-use nodes to encourage compact and walkable development.

MUN7. Foster an inclusive community through design by creating safe and inviting public spaces for all to gather.

MUN8. Explore opportunities to reinvigorate investment in the Via Port Mall or adaptive reuse of vacant spaces within the mall.

KEY ELEMENT 3: KEY REGIONAL ACCESS

Key Regional Access includes areas that are main entry points into the Town of Rotterdam. This includes Key Access Points of major roads and highways, as well as gateways into the community on local roads from other municipalities. Key Regional Access is focused on enhancing regional connections and gateways to help create a sense of place and also to help attract future business, industry, employers and residents.

Key Access Points

Key Access Points include the entrances to Town from major transportation routes, including I-890, I-90, and the I-90/I-890 interchanges. These areas are often a visitor's or commuter's first introduction into the Town. These areas should include gateway treatments that identify their locations within the town and may include wayfinding signage to local business districts and regional destinations.

Gateways

A gateway is an important entranceway into the community providing a sense of arrival and can help to create a sense of community identity upon arriving in the Town. These areas can be enhanced to be more prominent and welcoming. Design standards as well as a well-placed sign with landscaping, banners or flowers can improve the sense of place in a community and indicates a transition from one municipality to another. Key gateways into the community include the following:

- New York State Route 7 – Located at the boundary with the Town of Princetown
- Hamburg Street – Located at the Boundary with the City of Schenectady
- Altamont Avenue - Located at the Boundary with the City of Schenectady
- Bridge Street – Entering Rotterdam Junction
- State Route 5s – Entering Pattersonville from the Town of Florida
- Broadway – Entering from the City of Schenectady
- Guilderland Avenue – Entering from the City of Schenectady
- Carman Road – Entering from the City of Schenectady

Recommended Actions – Key Regional Access

KRA1. Enhance gateways into the Town at key regional access points. Gateways can help to define the character of a neighborhood or area of Town and demonstrate community pride and identity.

KRA2. Establish branding and design guidelines for informational and wayfinding signage to help direct visitors to key destinations and commercial areas in Town.

KRA3. Create design guidelines to ensure that gateways to the Town along major roadways develop in ways that respect existing businesses, create opportunities for new enterprises and create aesthetically appealing entrances into the Town.

KRA4. Coordinate with the Capital District Transportation Committee on future freight studies along the Route 7 corridor.

KEY ELEMENT 4: MAINTAIN AND ENHANCE EXISTING CHARACTER

Based on input from the public, stakeholders and the CPAC a key focus of the Comprehensive Plan Update is on maintaining and enhancing existing areas in Town, such as existing neighborhoods, parks and recreational opportunities, rural and agricultural lands and industrial areas. This includes maintaining the existing character of these areas while promoting improvements and enhancements. Improvements may include pedestrian enhancements, better connections from neighborhoods to commercial areas, supporting agriculture and agricultural businesses and promoting economic development in industrial areas.

The main areas of focus for maintaining and enhancing existing character include the following:

- Neighborhoods and Connections
- Active Industrial Areas
- Rural, Agriculture & Natural Resources
- Parks and Recreation Areas

Neighborhoods and Connections

The focus of the Neighborhoods and Connections component of the Vision Map are to maintain the character of existing neighborhoods in the Town, while enhancing connections for pedestrians, bicyclists and those that utilize public transportation. Many neighborhoods in the Town are located adjacent to key commercial corridors yet lack sufficient pedestrian and bicycle infrastructure to connect to those corridors. This includes neighborhoods that are adjacent to Route 7, Route 146, Altamont Avenue, Guilderland Avenue and Burdeck Street among others. This component of the Vision Map also emphasizes the protection of existing character within these neighborhoods to only allow for development that is appropriate with the scale and uses that are currently in place.

Recommended Actions – Neighborhoods and Connections

NC1. Maintain the land use patterns of existing residential neighborhoods to preserve the character of established neighborhoods.

NC2. Encourage a mix of high-quality residential development in Town with diverse offerings for families of all sizes, income levels, and stages of life.

NC3. Actively pursue enhancement, revitalization and reinvestment in existing neighborhoods, particularly in older, more established neighborhoods in rural hamlet areas and areas that border the City of Schenectady.

NC4. Attract high quality housing project proposals offering contemporary amenities and conveniences attractive to people of all ages, such as maintenance-free amenities, multi-modal transportation options, alternative energy solutions, and integration of natural resource feature protection into development plans and ensure these land development projects are constructed to Town requirements.

NC5. Establish a housing program to update and improve existing homes to maintain the stability of neighborhoods.

NC6. Use zoning as a tool to incentivize a diverse housing stock. This may include inclusionary zoning, density bonuses or streamlined development review to maintain and increase housing diversity, promote mixed-income neighborhoods and make homeownership more affordable by reducing development costs.

NC7. Identify which areas of Town may be eligible for grants to assist with housing rehabilitation or to subsidize the cost of affordable housing construction.

NC8. Continue to enforce building and zoning codes to maintain quality of housing.

NC9. Provide opportunities for senior housing, assisted living and supportive housing where appropriate.

NC10. Adopt design guidelines focused on scale, design and density to ensure that new housing is sensitive to surrounding neighborhood context.

NC11. Identify alternative housing types that allow increased densities, while limiting neighborhood impacts.

Active Industrial Areas

There are several active industrial areas in Town that contribute to the economic growth of the Town and the region. Active industrial areas within the Town include General Electric, areas off Burdeck Street Corridor and the Rotterdam Industrial Park. The industrial activity at these sites helps to create jobs and support the Town's tax base. The intent of this Comprehensive Plan Update with regards to the active industrial areas is to maintain the existing areas, promote economic development, support the local tax base and provide employment opportunities within the community.

Recommended Actions – Active Industrial Areas

AI1. Work with local and regional partners, including the Capital Region Chamber, Schenectady Metroplex Development Authority and Rotterdam Industrial Park to find approaches to support local businesses and entrepreneurship.

AI2. Continue to ensure the adequate installation and maintenance of buffer areas for both new development and redevelopment activities during Site Plan Review. Such buffer areas may include both landscaped and structural materials.

AI3. Ensure adequate infrastructure exists to support existing industrial areas and future industrial growth.

Rural, Agriculture and Natural Resources

The Town of Rotterdam can generally be separated into two distinct areas. The eastern part of Town is mostly developed and urbanized and is the location of most of the Town's infrastructure. The western portion of the Town, however, is distinctly unique in its low level of development, rural character, agricultural lands and diversity of natural resources. The Rural, Agriculture and Natural resources component of the Vision Map focuses on maintaining and protecting these key resources while supporting agricultural businesses and preserving natural resources.

Recommended Actions – Rural, Agriculture and Natural Resources

RAN1. Consider the development of a Natural Resources Inventory to provide factual and scientific based information for decision making in Town.

RAN2. Create an open space plan for the Town of Rotterdam to develop a plan of action to protect and preserve open space, agricultural lands and environmentally significant areas of Town.

RAN3. Protect the Town's unique plants, animals and habitats, particularly in the western upland and rural areas of Town.

RAN4. Recognize the importance of agriculture and promote innovative practices among farmers that enhance the viability of agricultural businesses while protecting water and soils conducive to farming.

RAN5. Encourage smart growth principles in development and redevelopment projects to protect natural resources while supporting economic growth of the Town.

RAN6. Position the Town of Rotterdam to be prepared and resilient in the face of climate change.

RAN7. Plan ahead for more frequent extreme weather events, particularly for flood prone areas along the Mohawk River corridor, by conducting a climate vulnerability assessment.

RAN8. Promote climate conscious practices, including obtaining Climate Smart Certification, which provides a framework for actions that help reduce risks and costs associated with a quickly changing climate and mitigate emissions.

RAN9. Consider participation in NYSERDA's Clean Energy Communities Program.

RAN10. Conserve the rural character of western Rotterdam and rural hamlets, including Rotterdam Junction and Pattersonville.

RAN11. Evaluate the regulations associated with the Great Flats Aquifer to identify necessary modifications to encourage redevelopment in Rotterdam Junction while protecting this important resource.

RAN12. Evaluate zoning and other land use tools relative to farm viability to allow compatible value-added production, small-scale or artisanal manufacturing, and other activities to increase overall farm income and promote diversification. Work with local and regional partners to develop, expand and/or strengthen farm supporting infrastructure, such as local ag product processing facilities as well as business strategy-related resources, such as marketing and direct sales technical assistance.

RAN13. Encourage cluster development as a method to preserve open space.

Parks and Recreation Areas

The Parks and Recreation Areas component of the Vision Map centers on maintaining and enhancing existing parks and recreational resources while exploring opportunities for new resources and amenities for the community.

The Town of Rotterdam owns and operates 10 neighborhood parks that are located throughout town. With the help of volunteers and Department of Public Works the parks are well maintained and are a great destination for residents and visitors. The parks offer various play equipment for kids to enjoy and all the parks have new picnic tables and benches.

Existing Town-owned parks include:

- Boxwood Park - Boxwood Park has a full basketball court, pavilion and new playground equipment.
- Eunice O. Esposito Park - The Eunice O. Esposito Park has been recently renovated to provide a safe environment that is accessible to all. The park has an expanded parking lot, two tennis courts, new playground equipment, a pavilion, full basketball court, bocce ball courts that are handicap accessible.
- Fiero Park - Located on the outskirts of Coldbrook near the end of Fiero Avenue. Fiero Park has a half basketball court, pavilion and playground equipment.

- Juracka Park - Located in Colonial Manor Juracka Park has a half basketball court, a tennis court, two volleyball courts, new playground equipment and pavilion.
- Kiwanis Park - Located on the Mohawk River this park offers a boat launch with ample parking and a picnic area overlooking the river.
- Leonard C. White Park - Leonard C. White Park has a full basketball court, new playground equipment and pavilion. This park is also home to RC Little League that has four separate baseball fields.
- Memorial Park - Memorial Park is home to RC Little League and Rotterdam Babe Ruth with three separate baseball fields. The park also has a full basketball court and new playground equipment for visitors.
- Pansy Park - Located at the end of Pansy Street, Pansy Park has an all-new swing set and play area.
- Rotterdam Junction, Woestina Park - Woestina Park has a half basketball court, new playground equipment. Woestina Park is the home of Rotterdam Little League that has three separate baseball fields and the Rotterdam Challenger League.

Additional parks and recreational resources in Town include:

- Plotter Kill Nature Preserve - Plotter Kill Nature Preserve is a 632-acre nature reserve and hiking area located in Rotterdam. The preserve is owned by Schenectady County and has three major waterfalls, several cascades, a gorge, and hiking trails.
- Erie Canal Lock Parks - Located along the Mohawk Hudson Bikeway, Lock 8 Park overlooks the Mohawk River with multiple seating areas and parking for the bike trail.
- Mohawk Hudson Bikeway – The Mohawk Hudson Bikeway is owned by New York State and runs the entire northern boundary of the Town along the Mohawk River. Once the location of the Erie Canal, this bikeway is a key recreational resource that attracts many from around the region and is a significant opportunity for the Town.

The Town has a variety of active recreation areas that contain ballfields and other opportunities for active recreation. These parks are primarily smaller neighborhood-oriented parks that offer a number of opportunities for sports and active recreation. Input from the public and the CPAC indicates that there is a need for a larger centralized park in Town that offers more opportunities for passive recreation, such as walking trails and picnic areas. The eastern part of the Town is mostly developed, presenting little opportunity for such a park, but opportunities may exist to a dedicated Town park in the western portion of the Town.

Recommended Actions – Parks and Recreation Areas

PR1. Improve and increase outdoor recreation opportunities and access to natural and scenic areas Town-wide.

PR2. Maintain and enhance existing Town-owned recreation facilities.

PR3. Consider the development of a Town-wide parks and recreation master plan to evaluate and plan for future parks and recreational needs, which may identify a need for new recreational facilities.

PR4. Improve connections between neighborhoods and recreation areas, including multi-use trails and sidewalks for bicyclists and pedestrians.

PR5. Investigate opportunities for a centrally located Town park or community center with the potential for active and passive recreational opportunities.

PR6. Work with community stakeholders, institutions, and neighborhood organizations to encourage and enhance community activities and events to promote neighborhoods and a sense of community (e.g., block parties, neighborhood arts and cultural festivals, concerts, etc.).



Section Four: Townwide Recommendations

SECTION FOUR: TOWNWIDE RECOMMENDATIONS

The focus of the previous section was on recommendations related to specific topic areas identified in the Vision Map. Section Four focuses on broader town-wide recommendations that center around specific topic areas that address the Vision and Goals of this plan. The topic areas include:

- Transportation and Mobility
- History, Culture, Education and Community
- Economic Growth
- Infrastructure and Governance

TRANSPORTATION AND MOBILITY

Transportation and circulation of people and goods have historically and continue to be the driving force of growth and development in the Town. While the first wave of growth centered on the development of the Erie Canal and railroads, the next wave of growth began with the development of more extensive roadways. The construction of Interstate 90 (I-90), Interstate 890 (I-890) and Interstate 88 (I-88) was a driving force that led to the growth of the Town into the suburban community that exists today. The Town is well-connected to major employment and retail centers in Albany and Schenectady via these road systems. Public transportation is available through the Capital District Transportation Authority (CDTA), primarily in the eastern portion of the Town.

Vehicular Mobility

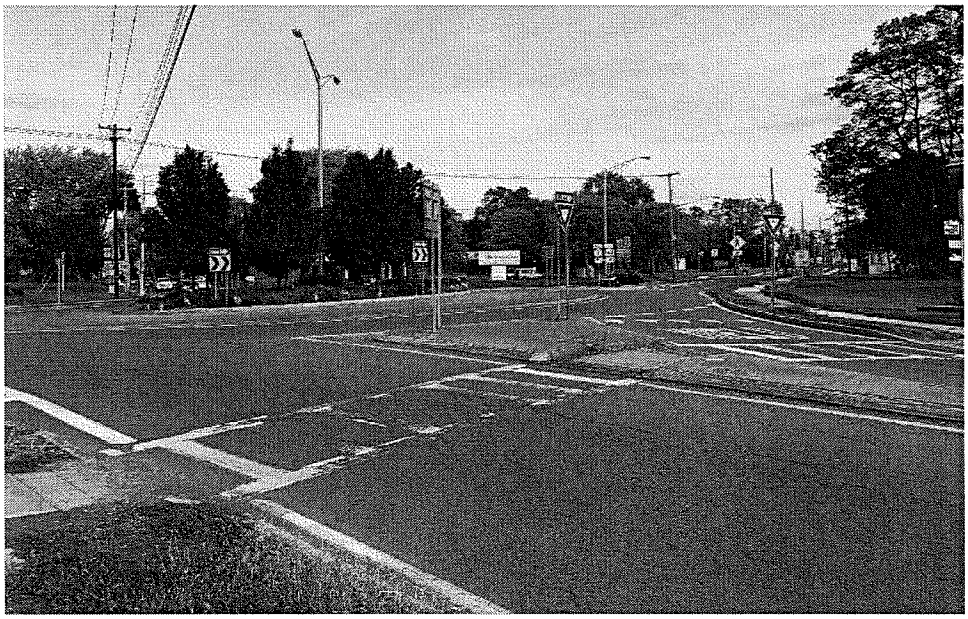
The Town of Rotterdam is primarily an auto-oriented suburban community with a series of local, county, state and interstate roads to circulate traffic. Interstates found within the Town include I-90 and its interconnector I-890 and I-88. Other major arterials in the Town include State Route 7, State Route 146, State Route 5s and State Route 337. The remaining secondary roads include county highways and town roads which serve as collector roads and neighborhood streets.

Public Transit

Public Transportation is provided by the CDTA with a variety of bus routes, including Neighborhood Routes, Express Routes, Commuter Routes and Shopping/Retail Routes. The bus routes are located primarily in the eastern portions of Town, located near the Town's more densely populated areas. Most of these routes provide connections to nearby retail centers, employment centers and the Cities of Schenectady and Albany.

Bus routes in Rotterdam include:

- Neighborhood Routes 351-354 and 450
- Express Routes 530 and 531
- Commuter Route 763
- Shopping/Special Routes 830



Route 7/Route 146 Roundabout

Bicycle and Pedestrian Mobility

As a primarily auto-oriented suburban community, bicycle and pedestrian mobility is fairly limited in Rotterdam. More densely populated areas in the eastern portions of Town that are closer to Schenectady tend to have more pedestrian infrastructure by way of sidewalks and crosswalks. A number of arterial roads have sidewalks, but many local connector roads lack such infrastructure.

In 2018, the Capital District Transportation Committee (CDTC), the Metropolitan Planning Organization (MPO) for the Capital Region, completed an effort to develop an inventory of sidewalk infrastructure at the regional level. CDTC created a GIS-based inventory of existing sidewalk infrastructure in all 77 municipalities within CDTC's planning area. The primary objective for creating this inventory arose from an increasing emphasis by the United States Department of Transportation (USDOT) to ensure that MPO's and State DOT's are in compliance with the Americans with Disabilities Act (ADA) of 1990, which requires local governments to develop Transition Plans to identify a course of action to bring deficient pedestrian facilities into ADA compliance. CDTC's Sidewalk Inventory is intended to be used as a baseline or first step in assisting municipalities with developing a screening process to evaluate ADA compliance of their existing sidewalk facilities. In addition to providing a summary of regional sidewalk mileage, the inventory can be used to help in future planning projects and programs by identifying existing pedestrian facilities as well as gaps in the pedestrian network.

Opportunities and Challenges - Transportation and Mobility

According to CDTC, there are 17 miles of sidewalks within the Rotterdam Town limits. Almost all of the sidewalk mileage within the Town is located on state or county routes (93%). Most of the Town does not contain any sidewalk infrastructure. Sidewalk infrastructure exists at least partially on the following routes: County Routes 48, 75, 81, 83, 160 and 161, State Routes 5, 5S, 7, 103, 146, 158, 159, 337 and 911H. The following areas contain limited sidewalk infrastructure on local roads: Pattersonville, Rotterdam

Junction, in the vicinity of Via Port Rotterdam, and a few neighborhoods between the Schenectady City Line and Interstate 90. 94% of sidewalks within the Town are concrete only, with the remaining 6% consisting solely of asphalt or of a mix of concrete and asphalt.

Freight Mobility

Freight mobility refers to the transportation systems that contribute to the movement of goods into and out of a region. This may include truck transportation, rail transportation and water transportation. The Town of Rotterdam includes a number of industries that rely on a safe, efficient and reliable freight transportation system. Areas including the Rotterdam Industrial Park, General Electric, the Route 7 PILOT Travel Center and the many businesses in Town rely and benefit on trucks for shipments and deliveries. The CDTC has identified key areas for improvement in their 2016 Regional Freight and Goods Movement Plan (2016 Freight Plan). The 2016 Freight Plan identified improvements to the entrance to the Rotterdam Industrial Park to realign and signalize the entrance at Route 7. The purpose of this project is to provide safer and more efficient truck movements at a major logistics center and improve traffic and non-motorized safety and mobility in the area. CDTC is currently in the process of updating the 2016 Freight Plan and is expected provide the CDTC, its member jurisdictions, and strategic partners with information and recommendations to embrace freight's key contributions to regional prosperity, while also help minimize the negative impacts of freight movement on local communities. This study will include all modes of freight transportation. As part of this study, CTDC will be examining potential improvements to truck traffic and safety considerations along Route 7 in Rotterdam and at the PILOT Travel Center.

Complete Streets

Complete streets design is defined as roadway design features that accommodate and facilitate convenient access and mobility by all users, including current and projected users, particularly pedestrians, bicyclists, transit users, and individuals of all ages and abilities. Complete streets may also play a role in making a community healthier, reducing environmental impact, and leading to private investment in a corridor. The concept of Complete Streets encompasses many approaches to planning, designing, and operating roadways and rights of way with all users in mind to make the transportation network safer and more efficient. Complete Street policies are set at the state, regional, and local levels and are frequently supported by roadway design guidelines. The Town of Rotterdam should consider adopting a Complete Streets Policy to ensure that future road improvements incorporate design features that suit multiple modes of transportation.

Recommended Actions

TM1. Encourage land use practices and design that supports alternate travel modes, thereby reducing vehicular traffic as growth occurs.

TM2. Infill missing sidewalk gaps and provide new sidewalk connections from neighborhoods to commercial corridors to promote and encourage walkability.

TM3. Develop a Capital Improvement Program or Plan to prioritize bicycle and pedestrian infrastructure in future transportation improvements.

TM4. Consider the adoption of a Complete Streets Policy to encourage multi-modal transportation options in future transportation upgrades and land use decisions.

HISTORY, CULTURE, EDUCATION AND COMMUNITY

Historic and Cultural Resources

The Town of Rotterdam was first settled by the Dutch in the early 1660s and served primarily as an outlying farming district for settlers living in the Stockade of Schenectady. Rotterdam was named for the City of Rotterdam in the Netherlands and existed as a ward of the City of Schenectady until 1820 when the Town formed.

Agriculture was the primary driver of growth in the early history of the Town due to the fertile soils along the Mohawk River. The completion of the Erie Canal in 1825 and growth of the railroad system led to an expansion of industry as well as the development of hamlets, including Rotterdam Junction, South Schenectady, Pattersonville, Athens Junction and Mohawkville. Like many communities along the Erie Canal, the flow of goods and services along the waterway, and the jobs that came along with it, resulted in significant growth of the community. Within the boundaries of Rotterdam were three locks and eight miles of the Erie Canal. Later, the expansion of railroads into the area furthered the prosperous growth of the community. The location of Rotterdam along the level and narrow plains of the Mohawk River Valley created an ideal route for rail lines. At one time, Rotterdam Junction was one of the most important railyards in the region. The community rapidly formed around these transportation corridors and many homes, schools, businesses and community services were built and established.

The historic resources of the Town are curated and maintained by the Town Historian. The Town Historian is an official of the local government appointed by the Supervisor and Town Board. The duties of the Historian include collecting, preserving and making available materials relating to the history of the community. The historian is also responsible for preserving current records for the future.

There are several significant historic and cultural sites and organizations in Rotterdam that contribute to the quality of life in Town and draw visitors from around the region. Below is a list of National Historic Register Sites in Town that play a significant role in preserving the Town's rich history.

Historic Register Sites

Dellemont-Wemple Farm – A historic farm complex located on Wemple Road in Rotterdam. The complex consists of the farmhouse, Dutch barn, chicken house and family cemetery. The site is noted for its brick, gambrel roofed, Dutch style farmhouse, built in the 1790s. The farm complex was added to the National Register of Historic Places in 1973[1].

Enlarged Double Lock No. 23, Old Erie Canal – This historic Erie Canal Lock was built in 1841-1842 as part of the first enlargement of the Erie Canal. Lock 23 fell into disuse after the opening of the New

York State Barge Canal opened in 1918. Between 2000 and 2003 a replica of a locktender's hut was built on the site by students from the Union College Department of Civil Engineering. The site was listed on the National Register of Historic Places in 2008[2].

Mabee Farm Historic Site – The Mabee Farm Historic Site contains the oldest house in the Mohawk Valley. The site was settled by Daniel Janse VanAntwerpen around 1670. The property was sold to Jan Mabee in 1705 and was passed down to subsequent generations of the Mabee family for the next 300 years. The complex includes a 17th Century Dutch house, Inn, 1760 Dutch barn, English barn, Mabee family cemetery and other outbuildings. The Schenectady County Historical Society owns the property and operates that site as a museum and educational center. The site includes the newly built 13,000 square foot George E. Franchere Education Center which allows the site to be open year-round. The building includes an Exhibition Hall, Conference Room, Lecture Hall, commercial kitchen and pavilion[3].

General Electric Research Laboratory – The General Electric (GE) Research Laboratory was the first industrial research facility in the United States. The laboratory was first established in 1900 and was responsible for a number of GE's technological innovations and set the standard for industrial innovation for many years. The laboratory is located on the GE campus adjacent to I-890 and encompasses an area that lies partially in the City of Schenectady and partially in Rotterdam. The site was designated a National Historic Landmark in 1975.[4]

Education and Community Resources

Education and community resources in the Town are a key element of the Town's identity and sense of place. The Town of Rotterdam is a family-oriented Town with deep ties to the two school districts that serve the community.



Mohonasen School District

The Town of Rotterdam is served by two public school districts that include the Mohonasen Central School District and Schalmont Central School District. Collectively, these school districts serve approximately 4,636 students from grades K-12 at three elementary schools, two middle schools and two high schools.

Mohonasen Central School District

The Mohonasen Central School District draws most of its students from the Town of Rotterdam, however, students also come from the Towns of Colonie and Guilderland. Mohonasen is a Colonial Council school district that serves about 2,800 students in kindergarten through 12th grade. The district has two elementary schools: Bradt Primary School, which serves students in grades kindergarten to second grade, and Pinewood Intermediate School, which serves students in grades 3-5. Draper Middle School serves students in grades 6-8 and Mohonasen High School serves students in grades 9-12. The district includes an instructional staff of approximately 250 professionals supported by three academic administrators and nine principals and assistant principals.

Schalmont Central School District

Schalmont Central School district spans five towns and three counties to serve approximately 1,900 students in kindergarten through 12th grade. The district includes three school buildings, including Jefferson Elementary School, Schalmont Middle School and Schalmont High School. Jefferson Elementary is split into two houses - one for grades K-2 and one for grades 3-4. The Middle School comprises grades 5-8, and is located on the same campus as the High School, which serves grades 9-12.

Community Resources

The Town of Rotterdam has a number of important community resources that provide services and educational opportunities to residents and visitors from around the region. Following is a description of key community resources.

- Schenectady County Public Library Rotterdam Branch - The Rotterdam library branch is located at 1100 North Westcott Road in Rotterdam and is part of the Schenectady County Public Library System (SCPL). SCPL serves a population of 154,604 people with a Central Library and three branches in the City of Schenectady and branches in the communities of Duanesburg, Glenville, Niskayuna, Rotterdam and Scotia.

- Boys and Girls Club of Schenectady - Rotterdam Clubhouse - The Boys and Girls Club promotes the social, educational, health, leadership and character development of boys and girls during critical periods of their growth. They provide a safe place to learn and grow, educational programs and childcare to many children of Rotterdam. They also provide summer programs, including Camp Lovejoy at the Rotterdam Club.

- Rotterdam Senior Citizens' Center - Located on Hamburg Street, the Rotterdam Senior Citizens' Center is open to all persons 55 years and older. The Senior Center offers a number of activities and services to seniors, as well as a library. The Senior Center is owned and operated by the Town of Rotterdam and is a significant asset for the senior population of the community.

Opportunities and Challenges – History, Culture, Education and Community

There are a number of opportunities and challenges related to history, culture, education and community. Historical and educational resources help to maintain the history of the community while creating destinations to attract visitors that support the local economy. Through stakeholder meeting discussions, a need for a dedicated Town museum was identified to both create a local attraction and to better house the Town's historical artifacts.

Creating a sense of place includes addressing aesthetic improvements throughout the Town. One way to create a sense of place is to encourage public art installations into streetscape improvements. This helps to support and celebrate local artists as well as creating a unique identifiable character in hamlets, neighborhoods and commercial corridors.

Recommended Actions

HCE1. Work with community leaders to promote and encourage diversity and inclusivity in Town.

HCE2. Work with the Town Historian to increase public awareness of historical resources.

HCE3. Explore opportunities for a dedicate Town Museum.

HCE4. Integrate public art into streetscape improvements (e.g., light poles, gateway signage, bus shelters, etc.) in key areas, including Hamlet Center Mixed-use areas, Mixed-Use Nodes and gateways into and out of Town.

HCE5. Promote the use of historic tax credits, as well as green building related incentives to encourage rehabilitation and reuse of historic buildings.

HCE6. Support the library as a local educational and community resource.

ECONOMIC GROWTH

The economic development of a region centers on actions that seek to attract and retain businesses and residents to build the workforce, enhance and increase housing opportunities and encourage business growth. Economic development can also be described as targeted growth that influences all sectors, including employment and business development, housing, education and recreation.

The Town of Rotterdam is ideally located in the Capital Region providing a locational advantage for businesses and corporations looking to relocate or for commuters looking for a nice place to live that is easily accessible to employment opportunities.

Available to the Town are a number of resources to assist and collaborate with to drive the economic growth of the community. Following is a list of key economic resources available to the Town of Rotterdam.

- **Schenectady Metroplex Development Authority (Metroplex)** – The Metroplex was established in 1998 as a public benefit corporation by the State of New York to institute a comprehensive, coordinated program of economic development activities in the Route 5 and

Route 7 corridors of Schenectady County, with a focus on downtown Schenectady. Metroplex now works on economic development related projects across Schenectady County. The Metroplex enabling statute allows the Authority to design, plan, finance, site, construct, administer, operate, manage and maintain facilities within its service district.

- **Schenectady County Industrial Development Agency (IDA)** - The County IDA's mission is to provide resources that promote private-sector investment, innovation, and growth and attract, retain and nurture high-quality jobs throughout Schenectady County with a focus on sustainable commercial, industrial, research and recreational facilities and projects. To secure increased private investment and job development, the Agency will provide technical assistance and financial assistance to eligible projects consistent with Article 18-A of the General Municipal Law of the State of New York.
- **Rotterdam Business Association (RBA)** – The RBA seeks to serve as a unified voice for the Rotterdam business community and to provide mutual support to help each member reach their potential for success. The RBA promotes local businesses, provides networking opportunities, and encourages the growth of the local economy.
- **Capital Region Chamber** – The Capital Region Chamber is the largest business organization in the Capital Region, serving Albany, Schenectady, Rensselaer and Saratoga Counties. The goal of the organization is economic prosperity for business members and the community. The Chamber helps build a strong community by connecting its members to people, business and issues important to business success.
- **Schenectady County Department of Economic Development and Planning** – The Schenectady County Planning Department is another resource available to the Town of Rotterdam in the pursuit of economic development. The department offers a range of services, including assistance with grant applications and other technical assistance.

Opportunities and Challenges

The Town of Rotterdam is well-positioned to grow and strengthen its local economy. A significant opportunity for the Town is its location within the Capital Region. The Town is located along several major transportation routes, including I-90, I-890 and I-88, making it easily accessible to major employment centers in the region and within the Town. This locational advantage is ideal for commuters that travel outside of the community for employment and for those that travel to Rotterdam for employment. This locational advantage is also ideal for industrial and manufacturing businesses for shipping and producing goods and services.

The Rotterdam Industrial Park presents a significant economic opportunity to the Town which supports the local economy and provides numerous jobs at its facilities.

A significant opportunity lies in the many businesses that line the key commercial corridors in the Town. To support these businesses and to help facilitate corridor improvements, the Town should consider the development of business improvement districts (BIDs) along the main commercial corridors. These

corridors include Altamont Avenue, Hamburg Street, Guilderland Avenue, and Curry Road. A Business Improvement District (BID) is a geographical area where local stakeholders oversee and fund the maintenance, improvement, and promotion of their commercial district. BIDs can help to create vibrant, clean, and safe commercial areas and can deliver services and improvements above and beyond those typically provided by a municipality. These services may include:

- Street cleaning and maintenance
- Public safety and hospitality
- Marketing and events
- Capital improvements
- Beautification
- Advocacy
- Business development

Recommended Actions – Economic Growth

EG1. Create economic resilience through diversity in the type, scale and variety of business, commercial and industrial activities in the Town.

EG2. Promote businesses in the Town to achieve a healthy local economy and to provide diverse goods, services and employment opportunities and to stabilize the tax base.

EG3. Conduct site-specific cooperative planning with landowners to redevelop key parcels that can act as catalysts for future redevelopment in Corridor Mixed-Use areas.

EG4. Encourage the creative re-use of existing underutilized buildings.

EG5. Encourage the creative reuse of vacant properties.

EG6. Support mixed-use buildings and develop site and architectural design standards along key commercial corridors and mixed-use nodes to help ensure high-quality places for the community.

EG7. Work with local and regional partners, including the Capital Region Chamber, Schenectady Metroplex Development Authority and Rotterdam Industrial Park to find approaches to support local businesses and entrepreneurship.

EG8. Work with local business and other regional partners to identify creative and collaborative ways to address needs, such as funding of public infrastructure investments and supporting investment along key commercial and transportation corridors.

EG9. Develop a marketing and branding approach supporting comprehensive economic development in Town, and work to "tell the story" of successful investments and their contributions to the local economy.

EG10. Evaluate zoning regulations in light of emerging markets and/or businesses, such as the craft brewing sector, artisanal forms of manufacturing, and the creative economy, to create flexibility and a right-sized approach which still ensures neighborhood compatibility as well as advancing community goals.

EG11. Create incentives to encourage use and application of design guidelines, such as density bonuses.

EG12. Consult with area businesses and institutions to identify and facilitate additional opportunities for economic growth in Town.

EG13. Maintain and market inventory of available commercial and industrial properties.

EG14. Use zoning and development regulations as tools to create incentives for business development.

EG15. Support the creation and operation of Business Improvement Districts (BIDs) or other small business groups where appropriate to stimulate neighborhood business investment and encourage collaborative efforts to manage and market commercial areas.

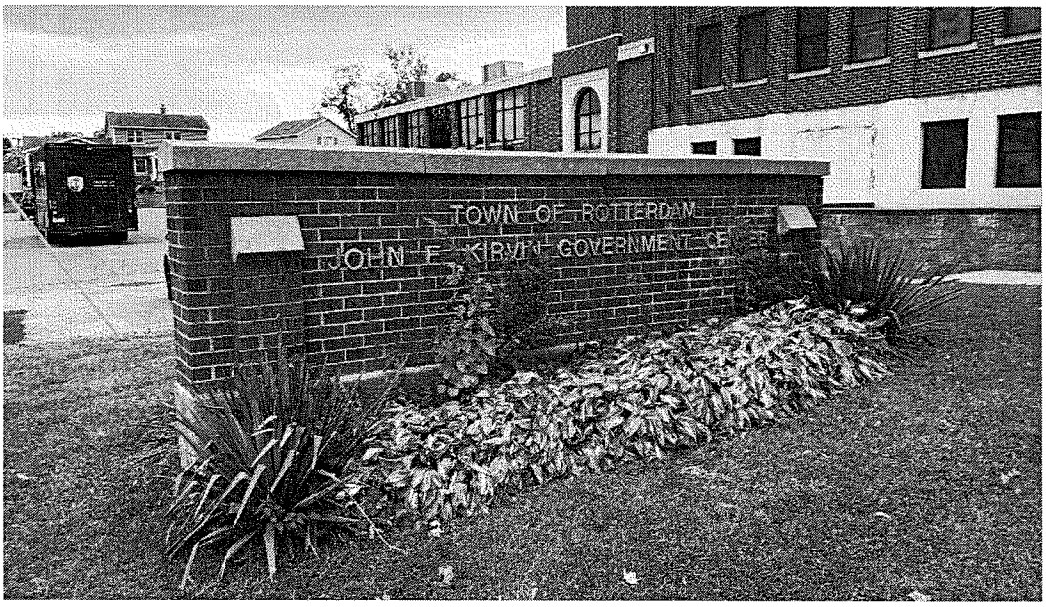
EG16. Investigate opportunities for adaptive reuse of large-scale, commercial and retail brick-and-mortar.

GOVERNANCE AND INFRASTRUCTURE

Towns are units of local government that are responsible for providing the practical needs of its citizens. Those needs include a variety of functions, such as highway maintenance, police services, recreational services, property assessment and providing sewer and water infrastructure to protect public health. The Town of Rotterdam strives to provide these services in an inclusive, efficient and streamlined manner with a focus on customer service to meet the needs of the community.

Local government functions in the Town of Rotterdam are carried out and directed from Town Hall located at 1100 Sunrise Boulevard, or virtually due to COVID-19, and is open to the public for a variety of needs and functions.

Infrastructure related to stormwater, wastewater and the drinking water supply are critical for a community's health and well-being. This infrastructure is also directly related to the pattern of development and types of land uses that occur within a community and also imposes a maintenance cost on the Town and future generations. The following includes an overview of the Town's existing stormwater, wastewater and drinking water supply, an identification of challenges now and in the future and recent upgrades that have been undertaken by the Town.



Rotterdam Town Hall

Land Use and Zoning

Land Use

Evaluating the existing land use and zoning in the Town of Rotterdam provides a snapshot of the general distribution, location and characteristics of land used throughout the Town. Land use and zoning differ in that land use describes what the land is currently being used for, while zoning describes the types of land uses that are allowed as established by local zoning laws. Land use and zoning are a direct reflection of the community character that exists today.

Land use regulations are implemented in a community to guide the type and intensity of development occurring within its borders. It is the Town's goal to promote land uses that enhance existing patterns of development, as well as to preserve and maintain the quality of existing residential development while providing opportunities for future development consistent with the natural characteristics of the land and its ability to accommodate growth.

The most predominant land use in the Town of Rotterdam is Residential - Low Density at 43% of the total acreage of the Town. The eastern portion of the Town is largely developed with single and multi-family neighborhoods connected by a network of commercial transportation corridors. Most of the commercial development in the Town exists along the major transportation networks, including, Route 7, Route 146, Altamont Avenue and Guilderland Avenue. Industrial land uses comprise about 3% of the Town's land area and are concentrated in certain areas, including the Rotterdam Industrial Park, General Electric and areas along Burdeck Street.

Zoning

The Rotterdam Zoning Ordinance was first adopted in 1945 and the first official zoning map was issued in 1955. This ordinance underwent major revisions in the late 1980's. The Town's subdivision regulations were enacted in 1970. The current Rotterdam Zoning Ordinance is available from the Town Clerk. The ordinance currently contains one Agricultural District, five residential districts (RA, R-1, R-

2, R-3, R-4), five Commercial and Industrial Districts (B-1, B-2, C-1, I-1, I-2), and eight Special-purpose districts which include Land Conservation Overlay District (LC), Planned Residential Development District (PRD), Main Street/Neighborhood Center Overlay District (MS/NC) Corridor Commercial Overlay District (CORR), Commercial Planned Unit Development District (C-PUD), Aquifer Overlay District (AO), Floodway Channel District (F-1) and Flood Hazard District (FH).

A brief description of each of the zoning districts, as they currently exist, follows. It is important to note that the descriptions below are merely summary. The precise regulations applicable to each district is contained within the Town's zoning code.

Residential Districts:

- **Agricultural District (A)** – Areas within the local jurisdiction where farming is the preferred economic activity.
- **Residential Agricultural District (RA)** – The Residential-Agricultural District is intended to permit agricultural, rural, and open space uses, and to permit a very low density of residential use designed to retain the open space and rural character of the district without conflicting with farm operations.
- **One-Family Residential District (R-1)** – The R-1 Single-Family Residential district is established primarily to provide areas for single family homes, although a limited number of other housing types and uses are allowed. This is the most restrictive residential district that encourages the construction and maintenance of homes on larger lots.
- **Two-Family Residential District (R-2)** – The R-2 Residential district is established with the same principal regulations and uses permitted in the R-1 District with the addition of permitting two-family dwellings.
- **Multiple-Family Residential District (R-3)** – The following principal uses are permitted as of right in the R-3 District: multiple-family dwellings, two-family dwellings, churches or similar places of worship, parish houses, convents and community houses, public and private schools, firehouses, public parks, playgrounds and other municipal recreational uses, public libraries and museums, child and infant day-care centers.
- **Small One-Family and Townhouse Residential District (R-4)** – The R-4 Residential district is established to allow the construction and development of small one-family residential homes and townhouses. These apply to lots less than 15,000 square feet in size or small one-family residences with a maximum of three bedrooms and 2,000 square feet of habitable space.

Commercial and Industrial Districts:

- **Retail Business District (B-1)** – Permitted in the B1 district are all uses permitted as of right in the R-1 and R-2 Districts (subject to the regulations specified in such residential districts), as well as personal service shops e.g., barbershops, shoeshine shops, beauty parlors, dry-cleaning and laundry-pickup and -delivery shops, card shops, banks, offices,

restaurants, cafes, tearooms, grocery and meat stores, flower shops and similar retail establishments, except businesses primarily engaged in the sale of used goods.

- **General Business District (B-2)** – The B-2 district is established with the same principal regulations and uses permitted in the B-1 district with the addition of permitting establishments for making, assembling or repairing articles, provided that no machinery or process is used which creates a nuisance or is noxious or offensive to neighboring uses by reason of dust, refuse matter, odor, smoke, gas fumes, noise, vibration, glare or fire hazard.
- **Corporate Commerce District (C-1)** – The primary purpose of the Corporate Commerce District C-1 is to permit, where appropriate, the construction of facilities providing research and development, and information and communication services. This district is primarily for the location of high-technology facilities, office parks, research and development facilities and headquarters of corporations and organizations, with light manufacturing that is consistent with the purpose of this article. The district is also intended to provide a location for office, research, computer and telecommunication uses in a well-designed and landscaped setting.
- **Light Industrial District (I-1)** – The I-1 district permits as a matter of right, with site plan review, all the principal, nonresidential uses allowed as of right in the B-2 district and a number of industrial type uses, such as dry-cleaning facilities, bottling plants, bus barns/public garages, car washes, contractor shops, creameries, kennels and veterinary hospitals, lumberyards, trucking terminals and warehousing, as well as others. Additional industrial uses, including asphalt/concrete mixing plants, crematoriums, propane filling facilities, motor vehicle repair/sales/rental, certain manufacturing, public utility/communications facilities, as well as others, are permissible upon issuance of a special use permit.
- **Heavy Industrial District (I-2)** – The I-2 district permits essentially the same uses permitted as of right or by special use permit in the I-1 district. It also permits additional, heavier industrial type uses by special use permit.

Special purpose districts include:

- **Land Conservation Overlay District (LC)** - The LC Overlay District is established to provide for areas identified in the Comprehensive Plan for the preservation of recreation, open space, or environmentally sensitive lands. It is also intended to facilitate the classification of lands in need of preservation, to provide for the protection of the aquifer, the preservation of wetlands or other lands unsuitable for development.
- **Planned Residential Development District (PRD)** – The intent of these planned residential development provisions is to provide flexible use and design regulations through the use of performance criteria so that small- to large-scale neighborhoods or portions thereof may be developed within the Town which incorporate a variety of residential types

and contain both individual building sites and common property which are planned and developed as a unit.

- **Main Street/Neighborhood Center Overlay District (MS/NC)** – The purpose of this overlay district is to promote a mixture of complementary land uses that include housing, retail, offices, commercial services, and civic uses, to create economic and social vitality and to encourage the linking of trips and develop commercial and mixed-use areas that are safe, comfortable, and attractive to pedestrians.
- **Corridor Commercial Overlay District (CORR)** – This overlay district was created to support infill and redevelopment along existing commercial corridors by allowing a mixture of automobile-dependent commercial services to create economic vitality and commercial areas that are safe, comfortable, and attractive for both vehicles and pedestrians.
- **Commercial Planned Unit Development District (C-PUD)** – The Commercial Planned Unit Development District is intended to be located to serve a community or regional market area and to provide access to transit where available and beneficial. The intent of the Commercial Planned Unit Development District is to allow larger-scaled commercial uses that require larger parking areas but that are designed to include commercial out-parcels along the primary road network, with the out-parcel commercial uses complying with the requirements of the CORR Corridor Commercial District.
- **Aquifer Overlay District (AO)** – The AO Aquifer Overlay District is intended to preserve and maintain the quality and quantity of water found in the Schenectady Aquifer and thereby protect this principal water supply source for the Town and surrounding communities.
- **Flood Hazard District (FH)** – The Flood Hazard District is created to minimize public and private losses due to flooding in areas of flood hazard. Further, it is the intent of this district to promote the purposes of the Town of Rotterdam Flood Damage Prevention Law.
- **Floodway Channel District (F-1)** – Subject to the uses permitted within the floodway channel district shall be the same as those permitted within the district through which the Floodway Channel District runs, except, however, where two different districts adjoin a Floodway Channel District, the use regulations of the more restrictive district shall apply.

Stormwater

The Town manages stormwater through a Municipal Separate Stormwater Sewer System (MS4) in accordance with the MS4 State Pollution Discharge Elimination System (SPEDES) Permit issued by the New York State Department of Environmental Conservation (NYSDEC)[1]. The MS4 consists of infrastructure designed to convey (e.g., pipes and ditches), treat (e.g., stormwater management "retention" ponds), and discharge (i.e., "outfalls") stormwater to receiving waters. The Town's MS4 is comprised of a combination of privately and publicly owned and operated facilities. The MS4 Permit

[1] https://www.dec.ny.gov/permits/6054.html

regulates the discharge of stormwater in an attempt to both reduce the amount of stormwater discharge and reduce the number of pollutants entering nearby water bodies. All MS4 communities located within the boundaries of a Census Bureau defined "urbanized area" are regulated under the Environmental Protection Agency's Phase II Stormwater Rule, which requires adherence to the MS4 Permit.

Stormwater runoff is generated from rain and snow melt that falls on impervious surfaces such as parking lots, paved streets, roof tops, and compacted bare soil. When water flows over impervious surfaces it may collect and transport pollutants that are harmful to the environment and drinking water supplies. The increase in runoff generated during such precipitation events is directly related to the increase in impervious surface and, therefore, to land development activities which increase impervious surfaces. Adherence to the MS4 Permit includes the implementation of control measures to reduce the number of pollutants entering a water body.

Wastewater

The Town operates and maintains a sewerage collection system and wastewater treatment plant (WWTP) that serves the more densely populated sections of the Town bordering the City of Schenectady, principally within Geographic Area "D". The WWTP located on West Campbell Road was constructed during the late 1930's as part of a Works Progress Administration project (WPA). While the existing sewerage collection system serves the most populated area of the community, the majority of Town residences and commercial facilities, approximately 80%, continue to rely on septic systems for waste disposal.

The Town currently maintains seven (7) existing sewer districts. Sewer District #2 is the largest district and extends from the Via Port Mall on the north to Altamont Avenue on the southeast providing service to Helderberg Meadows, running south of Interstate 90 and continuing to the Town line. Sewage collected from this district as well as Sewer District #2 SIA, is directed to the West Campbell Road WWTP for treatment. The remaining five districts, Sewer Districts #3, #4, #5A, #6A, and #7, are all interconnected with the City of Schenectady (City) sewerage system for treatment at the City's wastewater treatment facility. A portion of the wastes generated at the Rotterdam Industrial Park - Sewer District #5A, 5 million-gallons annually, is also treated at the Town's WWTP while the remaining 39 million gallons generated annually by Sewer District #5A is pumped to the city system. Currently, 130,000± gallons of wastewater from the Town is treated daily at the City wastewater treatment facility.

The Town WWTP currently treats between 900,000 gallons per day (GPD) to 1.1 million gallons per day (MGD). The WWTP has rated treatment capacity of 1.5 MGD. During storm events inflow and infiltration (I&I) into the sewerage collection system can increase flows by an additional 100,000 GPD. The Town is currently under an order of consent with the NYS Department of Environmental Conservation (DEC) to investigate and reduce the I&I and associated sanitary sewer overflow events.

In 2018, improvements totaling $2.5 million dollars were provided to upgrade and rehabilitate the existing WWTP. Improvements consisted of modifications to the building and treatment components. Although the WWTP is rated at 1.5 MGD, additional improvements would be required to treat more than 1.25 MGD. Presently, the Town is looking to increase the capacity of the WWTP to 1.8 MGD to serve

additional areas of the community. Future growth anticipated along West Hill/Putnam Road, Myrtle Avenue, Mariaville Road, and in the area around the Exit 25A interchange (I-88) of the NYS Thruway (I-90) is expected to increase wastewater flows to the WWTP by an additional 400,000 GPD. The anticipated growth plus an additional 300,000 GPD from existing approved developments and Burdeck Street Extension #16 to Sewer District #2 would bring the total flows to the WWTP to an estimated 1.8 MGD.

Three options are currently being considered to increase the capacity of the existing WWTP. Alternative #1 provides improvements to the existing trickling filter sewage treatment facility that would enable the facility to treat a 1.5 MGD, the current permitted capacity of the plant. Alternative #2 similarly entails retaining the existing trickling filter system but would increase the capacity of the WWTP through the provision and installation of additional clarification units and associated improvements. Alternative #2 would increase the capacity of the WWTP to the required 1.8 MGD. Alternative #3 similarly would increase the WWTP capacity to 1.8 MGD but would entail replacement of the existing trickling filter system with a new sequencing batch reactor process that would both increase capacity and also improve treatment performance.

In addition to improvements to the WWTP, a $3.5 million dollar improvement project is proposed for the sewage collection system. This would include the installation of new sewer mains and improvements to existing collection lines and manholes to improve flow and reduce I&I.

Proposed extensions to the sewer system, principally to Sewer District #7 would provide service to areas along Hamburg Street and Carman Road, including the Whispering Pines development and ultimately along Curry Road, north and south of Hamburg Street. With the completion of the new district extensions, it is anticipated that an additional 100,000 GPD of sewage will be directed to the city sewerage system for treatment.

Given the relatively flat topography of the community, the Town currently operates twelve (12) sewer pump stations to convey sewerage to the respective treatment facilities. All of the pump stations have been upgraded or replaced since 2001 with the exception of two on Altamont Avenue which are well maintained and in good operating condition. With the proposed extensions to Sewer District #7, four (4) additional pump stations will be installed; two (2) for the Whispering Pines development, and one (1) each for the Carman Road and Curry Road extensions. An additional pump station is also proposed for Sewer District #2. The pump stations are all connected with a new SCADA system that controls the overall operation of the system. New alarms are also currently being installed in the pumps stations to comply with DEC requirements.

The Town has recently undertaken the Town of Rotterdam Wastewater Treatment Plant Improvement Project (Map and Plan August 2022) that identified improvements for the Town of Rotterdam Sewer District # 2. Improvements identified in the report are intended to repair and replace aging equipment to ensure future compliance with the WWTP State Pollutant Discharge Elimination System (SPDES) permit. The project will also increase the treatment capacity of the WWTP to accommodate anticipated residential and commercial development within the district boundary plus four "growth areas"

identified by the Town over the next 20 years. For additional information, Appendix I includes the full report.

With the proposed modifications to the WWTP, the Town will also be in a position to extend the sewer district into additional areas of the community bordering the existing districts. The proposed improvements will enable and promote future development in outlying areas of the Town. The establishment of new sewer districts will be required to serve areas to the north of the Via Port Mall and the Exit 25A Interchange (I-88) of the NYS Thruway (I-90) complete with additional pumps stations and transmission mains to interconnect with the existing system.

Sewer rates for residential units and commercial establishments are established by the Town Board and vary within the districts and extensions depending upon the outstanding bond issues. Each single-family residence connected to the sewer system is charged the rate as established for that district. Unmetered commercial users are similarly charged as one or more units depending upon the number of businesses on the property. Metered commercial establishments are charged based upon their metered water usage.

Water Supply

The Town of Rotterdam is served by two (2) individual water systems. The first and earlier district serves principally the Hamlet of Rotterdam Junction in the northeast section of the Town, encompassing Town Water Districts #3 and #4. The area served is essentially the central section of Geographic Area "A" and is situated between the Hamlets of Pattersonville and Lower Rotterdam, extending to the Thruway Interchange at Exit 26. The larger water system located in the southern section of the Town, Water district #5, extends from the southern border of the Town with the Town of Guilderland and runs north to Burdeck Street and NYS Route 7. The water district encompasses the majority of Geographic Areas "D" and "E".

Rotterdam Junction Water System – Water Districts #3 & #4

The Rotterdam Junction water system, Water Districts #3 & #4, was initially established in the 1930's. The system serves a relatively small area of the Town, straddling NYS Route 5S, and positioned between the New York State Thruway (Interstate 90) and the Mohawk River. The district serves approximately 1,900 people through 400 service connections of which approximately 20 -30 are commercial users. The service area was increased in 2004 with an extension on the west side of Rotterdam Junction to serve the new Schenectady International (SI) facility. The average daily demand for the Rotterdam Junction system is approximately 228,000 ± gallons per day (GPD) with a maximum daily usage of approximately 350,000 gallons.

The Rotterdam Junction system operates two (2) wells, both located on Main Street. The wells, #1 and #2, rated at 365± gallons per minute (GPM) and 565± GPM respectively, draw water from the Great Flats aquifer. Districts #3 and #4 are permitted to take 1 million gallons per day (MGD) from the aquifer. The Aquifer, with a capacity exceeding 60 MGD, serves the majority of communities in this area, including the City of Schenectady.

The two wells serving Rotterdam Junction provide excellent quality water requiring only chlorination for treatment. Hypo-chlorination is provided individually to each well at each well house. The wells are both located at 1214 Main Street in the Hamlet of Rotterdam Junction. System storage and pressure is maintained through a 500,000-gallon glass lined standpipe located on the Pattersonville-Rynex Corners Road to the west of the Thruway in the Hamlet of Pattersonville. System pressure ranges between 50 PSI to 60 PSI. Flow along Main Street through the existing 8" water main is sufficient for fire protection, however, some water mains on adjacent side streets are 2" galvanized pipe.

The principal deficiencies facing this water district are both the age and type of pipe. Much of the water distribution system is original. The distribution system was constructed principally with Transite pipe with some minor sections of ductile iron lines. Although the lines are old only a few breaks are known to occur each year. No program has been established for replacing the Transite lines. Planned projects for the Rotterdam Junction system include the installation of a second 12" water main to convey water from the wells to the distribution system.

Water rates for the Rotterdam Junction system are based upon the assessed value of the property. Residential customers pay a fee of $3.85/1,000 dollars of assessed value for operation and maintenance and repayment of bonds to finance the construction and installation of the 500,000-gallon storage tank. Each residential customer is also charged an additional $25 water rent fee. No plans have been proposed to increase the water rate until the bond has been paid off.

At this time only a few commercial users are metered in the district. Similar water rates apply for unmetered commercial users. Metered users would pay an additional $50 fee for the first 75,000 gallons of water consumed plus $35 for each additional 75,000 gallons used or portion thereof.

The installation of water meters on all service connections would assist in reducing the amount of water produced each day. Given the age of the distribution network a leak detection survey should also be conducted to determine if any significant leaks exist where repairs or piping modifications would be required.

Expansion of the district both to the north and south to serve the Hamlets of Pattersonville and/or Lower Rotterdam is possible but may require the provision of booster stations to convey the water into these areas as well as additional storage tanks to maintain system pressure. This would similarly apply should the district be extended to the west to serve other areas of the Town.

District #5 Water System

Water District #5 serves the principal populated areas of the Town, located in designated Geographic Areas "D" and "E". This district was created between 1950 and 1955. Similarly tapping the Great Flats aquifer, Water District #5 is supplied by five (5) high yielding wells, ranging in capacity from 500 GPM to 3,750 GPM. The wells are, located off of Rice Road adjacent to the Mohawk River. The wells are 88' deep, each equipped with a vertical turbine pump to convey water into the distribution system.

The population served by the Water District #5 is approximately 25,000± residents through 11,000 service connections. In addition, major commercial and industrial users, principally the Rotterdam Industrial Park and the North Avenue Industrial District place significant demands on the water system.

The average daily demand in the system is approximately 4 MGD depending upon the time of year with a maximum daily consumption of 7 MGD during the summer months. Water is also supplied through a metered connection to the Town of Guilderland. The Town of Rotterdam has a contract with the Town of Guilderland to supply up to 2.0 MGD of water, however the Town of Guilderland is only taking approximately 1.0 MGD during the summer months. In addition, the Town also maintains emergency interconnections with the City of Schenectady's water system.

To allow for future expansion, the Town has submitted an application with the New York State Department of Environmental Conservation (DEC) to increase its permitted withdrawal from the Great Flats aquifer from 10 MGD up to 15 MGD. The DEC has granted a conditional approval whereby the Town can now take up to 12 MGD. To increase its daily withdrawal rate to 15 MGD, the DEC is requiring that the Town demonstrate that the Water District #5 wells have the capacity to produce 15 MGD with the largest yielding well out of service. The DEC is also requiring that a leak detection survey and program be initiated as well as a program to install water meters throughout the District. In order to meet the first condition, the Town must first drill another well to augment the yield from its existing wells.

With the current operating system, the Town wells first convey water to a treatment facility located on 49 Rice Road. With excellent water quality, treatment principally consists of chlorination for disinfection. Sodium hexametaphosphate is also added to the water to sequester iron and manganese and for corrosion control. The treatment building was rehabilitated and refurbished during 2020 complete with new gas chlorinators and controls. From the treatment building the water is conveyed through two (2) 24" water mains to supply the distribution system and water storage tanks.

Five (5) water storage tanks are situated throughout Water District #5 to maintain system pressure and flow. Three of the five tanks are 400,000-gallon water storage towers constructed in the 1950's. The tanks are located on Bernard Street, Elizabeth Street, and Hamburg Street. In addition, a 2 million-gallon standpipe was constructed on Helderberg Avenue in 1968 with a second 2 million-gallon storage tower constructed on May Avenue in 1985. The May Avenue tank was rehabilitated and repainted during the summer of 2020. Together with the well pumps, the tanks maintain system pressures between 55 to 65 PSI throughout the District.

The Helderberg tank is next scheduled to be either repainted or replaced within the next five (5) years. Reconditioning of the original three (3) towers will follow sequentially, however, no dates have been established as to when this will occur. An asset management plan is currently being developed that will schedule required tank reconditioning as well as distribution system improvements.

In addition to rehabilitating the treatment building and reconditioning the May Avenue water tower in 2020, approximately 0.82 miles of 20" transmission main was replaced on Princetown Road from the Five Corners intersection to North Thompson Street. Projects scheduled for 2021 include valve replacements at the treatment facility and regular system maintenance. Principal issues with the water system are related to the age of the infrastructure, specifically, the water lines, valves, and hydrants. Most of the distribution system is ductile iron. However, there are sections of steel pipe within the

District. Other recent improvements include the replacement of two (2) miles of 12" water main on Hamburg Street in 2018 to upgrade the piping network.

Of the problems confronting the District, one of the principal issues is the existing piping layout. If a break were to occur in the distribution system, depending upon the location, some of the water storage tanks cannot be completely refilled until the pipe repair is completed, leading to temporary reduced storage and system pressure. New waterlines are proposed to reinforce the network to eliminate this issue.

The Town has recently undertaken the Rotterdam Water System Improvements (Map and Plan August 2022). Recommended improvements identified in the report fall within Town of Rotterdam Water District No. 5. The high priority improvements include distribution system improvements and well field improvements for Water District No. 5. The improvements generally include but are not limited to installation of a well and well house; water main; mainline gate valve replacement and hydrant assemblies. For additional information, Appendix J includes the full report.

Water rates for Water District #5 are considerably lower than those applied in Water district #3 and #4 serving Rotterdam Junction as Water District #5 is not currently encumbered with bond repayment. Water rates for Water District #5 are similarly based upon the assessed value of the property. Residential customers however only pay a fee of $0.348/1,000 dollars of assessed value for operation and maintenance plus an additional $75 water rent fee. Due to the extremely low rates being charged for water in this district, only limited funds are available for improvements to the system. An increase in the water rates for Water District #5, bringing them into compliance with those at a comparable system, would increase revenues for system operations, maintenance, and improvements.

As with Water Districts #3 and #4, only a few commercial users are metered at this time. For those unmetered commercial users water rates would be comparable to those for residential properties. Metered users would pay an additional fee of $75 for the first 75,000 gallons used plus $50 for each additional 75,000 gallons of water consumed or portion thereof.

The provision and installation of water meters on all service connections would assist in reducing the amount of water produced each day. A leak detection survey of the distribution system should also be conducted to determine if any significant leaks exist where repairs or piping modifications are required.

Recommended Actions - Governance and Infrastructure

GI1. Ensure the resilience and efficiency of Town Hall through various means, including modernizing the Town website, updating internal systems to ensure files are available digitally, ability for Town staff to work remotely and ensuring that local residents can stay informed.

GI2. Work to ensure that all areas of the community are adequately serviced by fire, police and emergency medical response.

GI3. Work with emergency service providers to recruit and retain qualified volunteers.

GI4. Encourage the use of green infrastructure to address stormwater management, water quality and to provide streetscape enhancements.

GI5. Continue to maintain and upgrade sewer and stormwater infrastructure and plan for future maintenance needs.

GI6. Continue to comply with the MS4 program and update stormwater GIS database.

GI7. Support relationships between the police department and community leaders and neighborhoods.

GI8. Utilize Crime Prevention Through Environmental Design (CPTED) to increase public safety. CPTED is a multi-disciplinary approach of crime prevention that uses urban and architectural design and the management of built and natural environments. CPTED strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and build a sense of community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime.

GI9. Work with neighborhood groups and stakeholders to develop a network of social media, contact lists or other interactive web-based forums to serve as a mechanism for residents to communicate general information, such as current events or public safety concerns.

GI10. Continue to use social media and other interactive web-based tools for sharing information and engaging the public.

GI11. Reduce energy consumption in municipal operations and develop a Municipal Facility Energy Efficiency Plan that includes energy audits and a funding plan to retrofit municipal buildings with green building practices.

GI12. Consider becoming a Climate Smart Community.

GI13. Explore all options for renewable energy systems in municipal buildings and properties.

GI14. Update building codes to reflect the latest energy-efficient building code standards for new and rehabilitated housing (e.g., International Green Construction Code) and ensure that staff are fully trained and supported to implement.

GI15. Consider developing green building incentives, such as height and density bonuses to projects that meet specific building and sustainable site standards.

GI16. Develop a capital asset management plan and program to fund projects.

GI17. Continue adherence of the State Environmental Quality Review Act requirements in review procedures for all development projects.

GI18. Minimize damage from erosion and sedimentation by preserving natural patterns of stormwater drainage, mature trees and woodlands associated with steep slopes and waterways to the maximum feasible extent. In areas of the Town without access to public sewer and/or water infrastructure, the natural characteristics of the land should dictate the type and intensity of development to occur.

GI19. Utilize energy-efficiency and renewable energy technologies in construction and rehabilitation projects to reduce the Town's greenhouse gas emissions, and as a means of increasing the long-term affordability of housing.

GI20. Consider establishing criteria for permitting of short-term rentals and address potential impacts of short-term rental activity in neighborhoods.

GI21. Evaluate the appropriateness and land use impacts relating to Cannabis retail dispensaries and on-site consumption locations within the Town.

---

[1] https://en.wikipedia.org/wiki/Dellemont%E2%80%93Wemple_Farm
[2] https://en.wikipedia.org/wiki/Enlarged_Double_Lock_No._23,_Old_Erie_Canal
[3] https://www.albany.org/listing/mabee-farm-historic-site/357/
[4] General Electric Research Laboratory, https://en.wikipedia.org/wiki/General_Electric_Research_Laboratory



Section Five:
Implementation

SECTION FIVE: IMPLEMENTATION

Following adoption of this comprehensive plan update the first step in the implementation process is to evaluate the zoning and subdivision regulations in Rotterdam for consistency with the plan and update the zoning to be consistent with the comprehensive plan. This plan is the result of considerable effort on the part of the Town of Rotterdam, Town Board, Town staff, the CPAC, residents, business owners and concerned citizens. An active implementation process will be necessary for the plan to have a lasting impact. Working with a range of public, private and nonprofit implementation partners, the community can accomplish the recommended actions and continue striving toward its vision. It is recommended that the Town evaluate the Comprehensive Plan in its entirety at least every five years to ensure that the document meets the needs of the community and addresses changing trends in the future.

Prioritization of Recommended Actions

The implementation table that follows represents the prioritization of recommendations based on the input from community members and members of the CPAC. Each recommendation has been categorized as a short-, mid- or long-term goal to give guidance to Town staff as to which recommendations to implement in the near term versus the long term.

In addition to a timeframe for implementation, the table also includes an identification of the recommendation lead and potential partners to assist in implementation. Potential funding sources are also listed to support implementation.

Finally, a recommendation status column has been included to allow for easy tracking and review of comprehensive plan implementation progress related to each recommendation. The recommendation status column can be translated into an annual reporting to the Town on progress of the recommendations.

Implementation actions

The following recommendations are priority actions to be completed immediately following the adoption of the Comprehensive Plan Update.

IA1. Review and evaluate the community's zoning ordinance and subdivision regulations to ensure consistency with this comprehensive plan. Specific considerations should include:

a. Illustrate zoning standards and guidelines graphically. Greater use of design examples and guideline graphics will help the public and applicants visualize the desired development, which will also assist land use boards in their review.

b. Update and revise definitions in the Comprehensive Zoning Law to reflect current needs.

c. Review and update sign regulations in the Town's Comprehensive Zoning Law.

d. Update existing zoning districts and boundaries to reflect the purpose and vision of the proposed future land uses.

e. Evaluate and update for consistency with New York State Town Law.

IA2. Establish a Comprehensive Plan Oversight Committee to guide the plan implementation effort and provide a status report of plan implementation to the Town Board on an annual basis.

IA3. Provide and/or support training opportunities for land use board members to keep up to date on current planning and zoning practices and laws and meet the minimum four-hour training requirement as per Town Law §271.7-a.

IA4. Continue enforcing existing land use regulations.

IA5. Create a Citizen's Guide to Land Use and Development Regulations.

IA6. Work with the Project Review Team to foster a development review process that considers the direction set forth by the comprehensive plan vision.

IA7. Identify locations for future development and extend public utilities as needed and in keeping with smart growth principles, recognizing the balance between new development and the cost of providing new services to support that development.

IA8. Review the Comprehensive Plan in in its entirety every five years to ensure that the document meets the needs of the community and addresses changing trends in the future.

RESOLUTION NO. 347.22

TO ENACT INTRODUCTORY LOCAL LAW NO. 10 OF 2022; ESTABLISH A 12-MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

WHEREAS, on November 18, 2022, the Town Board of the Town of Rotterdam adopted Resolution No. 323.22 to recognize the introduction of Introductory Local Law No. 10 of 2022 (A Local Law to Establish a 12-Month Moratorium on Solar Farms and Solar Power Plants); to determine that the proposed enactment thereof is a Type II action under the State Environmental Quality Review Act requiring no further review pursuant thereto; and to commence the referral, public hearing, and enactment process in connection with such proposed local law; and

WHEREAS, on December 6, 2022, the Planning Commission of the Town of Rotterdam issued a positive report and recommendation on the proposed local law, and on December 7, 2022, the Schenectady County Department of Economic Development and Planning issued a recommendation on the proposed local law in which it deferred to local consideration; and

WHEREAS, on December 14, 2022, the Town Board of the Town of Rotterdam held a duly noticed public hearing on the proposed local law; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby enacts Introductory Local Law No. 10 of 2022, a Local Law to Establish a 12-Month Moratorium on Solar Farms and Solar Power Plants.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney for the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. The Senior Planner is hereby directed, following consultation with the Attorney for the Town, to file a report of final action with the Schenectady County Department of Economic Development and Planning in connection with the enactment of said Local Law.

SECTION 4. This resolution shall become effective December 14, 2022.
DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE:	December 9, 2022
TO:	Mollie Collins, Town Supervisor
FROM:	Jonathon Tingley, Attorney for the Town
TITLE OF REQUEST:	Enact Introductory Local Law No. 10 of 2022
TOWN BOARD MEETING:	December 14, 2022
Background Information:	The Town Board introduced Local Law No. 10 of 2022 relating to establishing a 12-month moratorium on solar farms and solar power plants on 11/18/22. The proposed enactment is a Type II action under SEQRA, requiring no further review thereunder. The Planning Commission issued a positive report and recommendation on the proposed law on 12/6/22. County Planning issued a recommendation on 12/7/22 deferring to local consideration. Public hearing is scheduled for 12/14/22.
Evaluation/Analysis:	Upon conducting and closing the public hearing, the procedural steps necessary to enact the local law will be complete.
Recommendation(s):	If the public hearing is closed on 12/14/22, consider enactment of Introductory Local Law No. 10 of 2022.
Attachment/Document(s):	Introductory Local Law No. 10 of 2022 Resolution 323.22 Report and Recommendation of the Planning Commission and verbatim minutes Recommendation of County Planning
Compliance with Purchasing Policy:	N/A.
Effect(s) on Existing Law(s):	This action would impose a moratorium for 12 months on solar farms and solar power plants.
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

□County □City √Town □Village
(*select one:*)

of Rotterdam

Introductory Local Law No. 10 of the year 2022

A LOCAL LAW TO ESTABLISH A 12-MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

Be it enacted by the Town Board of the Town of Rotterdam as follows:

See attached.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

TOWN OF ROTTERDAM

INTRODUCTORY LOCAL LAW NO. 10 OF THE YEAR 2022

A LOCAL LAW TO ESTABLISH A 12-MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

SECTION 1 - TITLE

This local law shall be referred to as "A Local Law to Establish a 12-Month Moratorium on Solar Farms and Solar Power Plants".

SECTION 2 - PURPOSE

The Town of Rotterdam is currently engaged in a process to update its current Comprehensive Plan, which was adopted in 2001. The process to update the current Comprehensive Plan began in 2019, when a Comprehensive Plan Advisory Committee was established and a planning consultant was engaged. Since that time, the Comprehensive Plan Advisory Committee, with the assistance of the planning consultant and Town of Rotterdam staff, has worked on collecting data and input from a number of sources, including from the public, developing a draft vision, goals, and recommendations. The Comprehensive Plan Advisory Committee held a public hearing on the draft Comprehensive Plan Update and ultimately sent the draft Comprehensive Plan Update to the Town Board for commencement of the adoption process. The Town Board has conducted a public hearing on the draft Comprehensive Plan Update over the course of several months, at which it became clear that while residents supported the draft Comprehensive Plan Update, they were increasingly concerned that large solar farm/solar power plant projects could be in conflict with the goals of the draft Comprehensive Plan Update, once adopted.

In addition and separately from the Comprehensive Plan Update process, in July, 2022, the Town Board authorized retention of a consultant for purposes of providing technical assistance in updating the Town of Rotterdam's existing land use regulations for solar energy projects.

As the Town was engaged in the Comprehensive Plan Update process, which is not yet complete, and while it has engaged a consultant to provide technical

assistance to the Town in updating the Town's existing regulations governing solar energy projects, the Town has also witnessed increased pressure from developers seeking approval to construct solar farms/solar power plants, which are currently permissible under the Town's current zoning in the A Agricultural, I-1 Light Industrial, and I-2 Heavy Industrial zoning districts upon issuance of a special use permit and site plan approval by the Town Planning Commission. Although the Town's zoning law includes certain performance standards that are intended to minimize the impact of solar farm/solar power plant developments, those performance standards were developed at a time when the scale of solar farm/solar power plants that were under consideration in the Town of Rotterdam was much smaller than today. Over the course of the past two years, the scale of proposed solar farm/solar power plants has increased substantially, and the existing performance standards may no longer be sufficient to adequately protect the neighborhood or community character from the impacts of such large-scale solar developments.

Development of solar farms/solar power plants of such substantial size under performance standards that are ill-equipped to address them will lead to long-term, potentially irreversible impacts that could conflict with the character of the surrounding area.

In light of the current status of the Comprehensive Plan update process and the Town's current work on seeking to update its solar energy project regulations, along with the increasing pressure from increasingly large solar farm/solar power plant proposals, the Town Board finds it to be prudent to impose a temporary moratorium on accepting, processing, and deciding land use applications for solar farms/solar power plants and on the construction of solar farms/solar power plants that were not or are not subject to local land use review, in order to provide the Town Board with time to consider whether, where, and under what circumstances solar farms/solar power plants should be permissible in the Town of Rotterdam and whether and to what extent additional or different performance standards should be adopted.

SECTION 3 – AUTHORITY

This local law is enacted by the Town Board of the Town of Rotterdam pursuant to the N.Y. Municipal Home Rule Law.

SECTION 4 – MORATORIUM

A. For a period of twelve (12) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, hold a hearing upon, make any decision or determination upon, or issue any approval upon, any application for special use permit or site plan approval for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

B. For a period of twelve (12) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, make any decision or determination upon, or issue any approval or permit upon, any application for site development or building permits for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code, unless such solar farm or solar power plant underwent a review by the Town of Rotterdam Planning Commission for special use permit and site plan approval and was granted a special use permit and site plan approval (conditional or final) prior to the effective date of this local law. Accordingly, where a solar farm/solar power plant received special use permit or site plan approval (conditional or final) from the Town of Rotterdam Planning Commission prior to the effective date of this local law, site development and building permits may be issued. However, where a solar farm/solar power plant did not receive a special use permit or site plan approval from the Town of Rotterdam Planning Commission prior to the effective date of this local law, even if such approvals were not otherwise required, site development and building permits therefor may not be issued during the term of this moratorium. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

SECTION 5 – WAIVER

The Town Board of the Town of Rotterdam shall have the power to waive, in whole or in part, or modify the application of, any provision of this local law upon a determination, in its absolute legislative discretion, after public hearing and notice, that this local law would impose extraordinary hardship upon the party seeking such waiver and that a waiver from this local law will not adversely affect the health, safety, and general welfare of the Town of Rotterdam. Any request for a waiver, along with an application fee of $250.00, shall be filed in writing with the Town of Rotterdam Department of Public Works, which shall forward such written request to the Town Board. Following receipt of any such written request for a waiver, the Town Board shall, upon deeming the application complete, refer such written request to the Planning Commission. The Planning Commission shall issue a recommendation on the waiver within sixty (60) days of the Planning Commission's receipt of such request. The Town Board shall hold a public hearing within thirty (30) days after the receipt of the Planning Commission's recommendation, upon five (5) days' notice published in the official newspaper of the Town. At such public hearing, the party requesting the waiver and any other parties wishing to present evidence with regard to the waiver request shall have a reasonable opportunity to be heard. The Town Board may continue the public hearing as it deems necessary, in its sole discretion. The Town Board shall render a decision on such waiver request within sixty (60) days following the close of the public hearing. If the Town Board determines that (1) the party making the waiver request will suffer an extraordinary hardship if this local law is strictly applied to the particular property, and (2) that a waiver from this local law will not adversely affect the health, safety, and general welfare of the Town of Rotterdam or the surrounding neighborhood, then the Town Board shall waive the application of this local law to the extent necessary to mitigate the extraordinary hardship to the applicant, while still protecting the health, safety, and general welfare of the Town of Rotterdam and the surrounding neighborhood. A mere delay in an application review or approval process shall not be deemed to be an extraordinary hardship.

SECTION 6 - VIOLATIONS

Except to the extent that a waiver is granted by the Town Board pursuant to Section 5, above, any action while this local law is in effect by any Board, body, official, department, or employee of the Town of Rotterdam that is contrary to

the provisions of this local law shall constitute a violation of this local law, and such action shall be deemed ultra vires and shall be null and void. This local law may be enforced through an action seeking declaratory, injunctive, and/or equitable relief in a court of competent jurisdiction.

SECTION 7 - SUPERSESSION

To the extent this local law is inconsistent with any state or local statute or regulation, it is the intent of this local law to supersede such statute or regulation, including without limitation the following: (i) Town Law § 274-a with respect to procedures and timeframes for processing applications for site plan review for solar farms/solar power plants; (ii) Town of Rotterdam Code, Chapter 270, § 270-153; (iii) Town of Rotterdam Code, Chapter 270, Article XVII, with respect to procedures and timeframes for processing applications for site plan review for solar farms/solar power plants; (iv) Town of Rotterdam Code, Chapter 270, Article XIX, with respect to procedures and timeframes for processing applications for special use permit review for solar farms/solar power plants; (v) Town Law §§ 267, 267-a, and 267-b, with respect to procedures and timeframes for processing applications for use variances, waivers or other relief from the Town of Rotterdam Code with respect to solar farms/solar power plants; (vi) Town of Rotterdam Code, Chapter 270, § 270-177, with respect to procedures and timeframes for processing applications for use variances, waivers or other relief from the Town of Rotterdam Code with respect to solar farms/solar power plants; and (vii) Town of Rotterdam Code, Chapter 270, §§ 270-18(M), 270-73(O), and 270-84(G).

SECTION 8 - SEVERABILITY

If any word, phrase, sentence, part, section, subsection, or other portion of this Law or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this Law, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

SECTION 9 – EFFECTIVE DATE

This Local Law shall become effective upon filing with the New York Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as Local Law No. __ of 2022 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on _____, 2022 in accordance with the applicable provisions of law.

~~**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20_____ in accordance with the applicable provisions of law.~~
~~*(Name of Legislative body)*~~
~~*(Elective Chief Executive Officer*)*~~

~~**3. (Final adoption by referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20_____.~~
~~*(Name of Legislative body)*~~
~~*(Elective Chief Executive Officer*)*~~
~~Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20_____, in accordance with the applicable provisions of law.~~

~~**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20_____.~~
~~*(Name of Legislative body)*~~
~~*(Elective Chief Executive Officer*)*~~
~~Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20_____, in accordance with the applicable provisions of law.~~

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

~~**5. (City local law concerning Charter revision proposed by petition.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.~~

~~**6. (County local law concerning adoption of Charter.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20____ of the County of _____, State of New York, having been submitted to the electors at the General Election of _____ 20_____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.~~

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

_____
Diane Marco, Town of Rotterdam Town Clerk
Clerk of the county legislative body, City, Town or Village
Clerk or officer designated by local legislative body

(Seal)

Date: _____

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING

Recommendations shall be made within 30 days after receipt of a full statement of the proposed action.

For Use By SCDEDP

Received 11-29-22
Case No. R-25-22
Returned 12-8-22

FROM: ☑ Legislative Body
☐ Zoning Board of Appeals
☐ Planning Board

Municipality: Town of Rotterdam

TO: Schenectady County Department of Economic Development and Planning
Schaffer Heights, 107 Nott Terrace, Suite 303
Schenectady, NY 12308
(tel.) 386-2225
(fax) 382-5539

Received
Schenectady County
NOV 29 2022
Economic Development and Planning Dept.

ACTION:
☑ Zoning Code/Law Amendment
☐ Zoning Map Amendment
☐ Subdivision Review
☐ Site Plan Review
☐ Special Permit
☐ Use Variance
☐ Area Variance
☑ Other (specify) Local Law - Solar Farms

PUBLIC HEARING OR MEETING DATE: December 14, 2022

SUBJECT: Town of Rotterdam – Code Amendment. Report and Recommendation to the Town Board for a Local Law to amend Chapter 270 of the Town Code of the Town of Rotterdam in regards to a 12 month moratorium on Solar Farms and Solar Power Plants.

REQUIRED ENCLOSURES:
1. Public hearing notice & copy of the application.
2. Map of property affected. (Including Tax Map I.D. number if available)
3. Completed environmental assessment form and all other materials required by the referring body in order to make its determination of significance pursuant to the state environmental quality review act.

1. This zoning case is forwarded to your office for review in compliance with Sections 239-l, 239-m and 239-n of Article 12-B of the General Municipal Law, New York State.

2. This material is sent to you for review and recommendation because the property affected by the proposed action is located within 500 feet of the following:

☐ the boundary of any city, village or town;
☐ the boundary of any existing or proposed County or State park or other recreation area;
☐ the right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway;
☐ the existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines;
☐ the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated;
☐ the boundary of a farm operation located in an agricultural district, as defined by Article 25-AA of the agriculture and markets law. The referral requirement of this subparagraph shall not apply to the granting of area variances.

SUBMITTED BY:

Name: Peter Comenzo Title: Sr. Planner

Address: 1100 Sunrise Boulevard Schenectady, NY 12306

E-mail: pcomenzo@rotterdamny.org Phone: 518-355-7575 Ext 338

Signature Date: 11 21 22

PLANNING & ZONING COORDINATION REFERRAL

Case No. R-25-22 Applicant Town Board

Referring Officer Peter Comenzo Municipality Rotterdam

Considerations: Town Board proposing a 12-month moratorium on the review and/or approval of solar farms and solar power plants. Site development and building permits may be issued for solar farms/power plants that have received a special use permit and site plan approval from the Town prior to the effective date of the moratorium.

RECOMMENDATION

Receipt of zoning referral is acknowledged on November 29, 2022. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

☐ ***Approve of the proposal.**

☑ **Defer to local consideration (No significant county-wide or inter-community impact)**

☐ **Modify/Conditionally Approve.** Conditions:

☐ **Advisory Note:**

☐ **Disapprove.** Reason:

*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

Section 239-m of the general Municipal Law requires that within 30 days after final action, the referring body shall file a report of the final action it has taken with the Schenectady County Department of Economic Development and Planning. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

12/7/22
Date

Ray Gillen /sjf
Ray Gillen, Commissioner
Economic Development and Planning

Town of Rotterdam
Office of the Planning Commission

Thomas P. Yuille, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC61-2022
Moved by Mr. Collins seconded by Mr. Calder

Resolution Adopting a Report and Recommendation on Introductory Local Law No. 10 of 2022 – A Local Law to Establish a 12-Month Moratorium on Solar Farms and Solar Power Plants

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") is currently considering Introductory Local Law No. 10 of 2022, a local law to establish a 12-month moratorium on solar farms and solar power plants; and

WHEREAS, the Town Board referred the proposed local law to the Planning Commission on November 18, 2022 for a report and recommendation thereon; and

WHEREAS, the Planning Commission reviewed the proposed local law at its regularly scheduled meeting held on December 6, 2022; and

WHEREAS, the Planning Commission has deliberated on the proposed amendment;

NOW, THEREFORE, upon motion of Member Collins, seconded by Member Calder,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed local law:

   The proposed local law would establish a 12-month moratorium on the acceptance, review, continued review, holding of a hearing, or decision, on any application seeking approval under the Town of Rotterdam Zoning Code for solar farms or solar power plants, as those terms are defined in the Town's Zoning Code. In addition, the proposed local law would establish a 12-month moratorium on the acceptance, consideration, review, continued review, and decision upon any site development permits or building permits for any solar farm or solar power plant, unless the solar farm or solar power plant underwent a review by the Town Planning Commission for special use permit and site plan approval and was granted those approvals prior to the effective date of the local law.

   The purpose of the proposed moratorium, as set forth in Section 2 of the local law, is to provide the Town Board with time, free of development pressure, to consider whether, where, and under what circumstances solar farms/solar power plants should be permissible and whether and to what extent additional or different performance standards should be adopted, particularly in light of the Town's process to update the Town's Comprehensive Plan, which is nearing completion; the Town's decision in July 2022 to retain a consultant for the purpose of providing technical assistance in updating the Town's existing land use regulations for

solar energy projects; and the increasing size of solar farm/solar power plant proposals over the last few years in relation to the Town's existing performance standards.

The proposed local law would provide for a process that would allow the Town Board to waive the applicability of the moratorium with respect to any given particular proposal where the moratorium imposed an extraordinary hardship on the applicant and the waiver from the moratorium would not adversely affect the health, safety and general welfare of the Town of Rotterdam. The proposed moratorium spells out the process for an applicant to seek, and the Town Board to consider, a waiver in any given case. This waiver process would permit a project applicant seeking approval for a solar farm or solar power plant during the 12-month term of the moratorium to, upon approval of the waiver request, proceed through the normal land use review process, notwithstanding the moratorium, where the Town Board determines (1) that the party making the waiver request will suffer an extraordinary hardship if the moratorium is strictly applied to the particular property, and (2) that a waiver from the moratorium will not adversely affect the health, safety and general welfare of the Town of Rotterdam or the surrounding neighborhood.

2. The Planning Commission hereby adopts a **positive recommendation** on the proposed local law for the following reasons:

   The Planning Commission believes the moratorium is necessary to give the Town time to assess whether large scale solar farms and solar projects provide benefits to the Town and its residents; to assess whether large scale solar farms and solar projects impact property values; to consider whether the Town should adopt legislation, similar to that adopted elsewhere in the area, concerning host community benefits from large scale solar farms and solar projects; to assess the sufficiency of the Town's current regulations concerning performance standards, decommissioning and decommissioning security; to provide additional education to Planning Commission members to arm them with the knowledge needed to make prudent decisions concerning solar farm/solar power plant applications; to investigate and consider adoption of legal mechanisms to ensure that revenue is generated from such projects.

   The Planning Commission has seen the scale of proposed solar farms/solar power plants increase substantially and the technology of solar energy projects change dramatically over the past few years, and the performance standards currently in place are in need of review and revision to keep pace with these changes.

   The Planning Commission further believes this moratorium is appropriate in light of the status of the Comprehensive Plan Update process, which is before the Town Board for potential action in the near future.

Member	Aye	Nay
John Denny III (ABSENT)		
Wayne Calder	**X**	
Mark D'Alessandro	**X**	
Clark Collins	**X**	
Joseph Signore	**X**	
Lynn Flansburg	**X**	
Thomas Yuille	**X**	

Peter J. Comenzo
Senior Planner

Thomas Yuille
Planning Commission Chairman

Town of Rotterdam Planning Commission

Verbatim Minutes of December 6, 2022 Meeting

Town of Rotterdam – Code Amendment. Report and Recommendation to the Town Board for a Local Law to amend Chapter 270 of the Town Code of the Town of Rotterdam in regards to a 12-month moratorium on Solar Farms and Solar Power Plants.

The Rotterdam Planning Commission held a meeting on Tuesday, December 6, 2022 at 7:30 p.m. at the Rotterdam Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306.

Present:	Thomas Yuille, Chairman	Excused: John Denny, III
	Lynn Flansburg, Vice Chairman	
	Clark Collins	
	Mark D'Alessandro	
	Wayne Calder	
	Joseph Signore	
	Peter Comenzo, Town Planner	
	Jonathon Tingley, Attorney	
	Marlo Carter, Secretary	

Town of Rotterdam – Code Amendment. Report and Recommendation to the Town Board for a Local Law to amend Chapter 270 of the Town Code of the Town of Rotterdam in regards to a 12-month moratorium on Solar Farms and Solar Power Plants.

Chairman Yuille: Mr. Tingley, are you going to present this?

Mr. Tingley: I will certainly explain it. So, the Town Board has introduced a proposed 12-month moratorium on solar farms and solar power plants and that has been provided in your packet and like any local law that affects the applicability of zoning, either through amendment or by a suspension of that zoning, which is what this would do, it is referred to the Planning Commission for report and recommendation. I have transmitted to the Board Members a template report and recommendation which recites essentially what the moratorium would do. As I have always said in the past, it is up to the Board on whether it is in a position to act tonight or not. If the Board is inclined to act tonight on that, I would suggest that I take down notes as to whether you are in favor or against the moratorium and we can adopt a positive or negative recommendation this evening. Alternatively, as I have said in the past, the Board can direct me to prepare one and we can address it at a future meeting. It has generally been this Board's practice over the last few or so referrals to attempt to address it the night that it is on the agenda, but again that is within the Board's discretion.

So, I assume everybody has received the template report and recommendation that I have provided. Essentially, the 12-month moratorium would suspend the acceptance review, continued review, holding of hearings, decisions, or issuance of any approvals on any application seeking approval under the zoning code for solar farms or solar power plants as those terms are defined in the Town Zoning Code. In addition, the proposed local law would establish a 12-month moratorium on the acceptance, consideration, review, continued review and decision upon any site development permits or building permits for any solar farm or solar power plant unless the solar farm or solar power plant underwent a review by the Town Planning Commission for special use permit and site plan approval and was granted those approvals prior to the effective date of the local law if the Town Board chooses to enact it.

The purpose of the proposed moratorium as set forth in Section II of the Local Law is to provide the Town Board with time, free of development pressure to consider whether, where and under what circumstances solar farms and solar power plants should be permissible and whether and to what extent additional or different performance standards should be adopted particularly in light of the Town's process to update the town's Comprehensive Plan which is nearing completion. The Town's decision in July of 2022 to retain a consultant for the purpose of providing technical assistance and updating the town's existing land use regulations for solar energy projects and the increasing size of solar farms and solar power plant proposal over the last few years in relation to the Town's existing performance standards.

The proposed local law would provide for a process to allow the Town Board to waive the applicability of the moratorium with respect to any given particular proposal where the moratorium imposed an extraordinary hardship on the applicant and the waiver from the moratorium would not adversely affect the health, safety and general welfare of the Town of Rotterdam or the neighborhood. The moratorium spells out a process for an applicant to seeks that waiver and provides a standard for the Town Board to consider in deciding those waivers.

So, at this point, it's really up to the Planning Commission as to whether or not it wants to adopt the recommendation certainly after they have a discussion on it.

Chairman Yuille: Mr. D'Alessandro?

Mr. D'Alessandro: I've got a lot of things written down that I would really like to go over. Myself, I am in favor of the moratorium. It seems like we go through phases a lot. It started off with apartments 3 years ago, 2 years ago it went to storage facilities and now it's solar farms. I think if we do a recommendation, these are some of the recommendations that the Town Board should address.

What is the benefit to the town resident and what is the benefit to the Town of Rotterdam. What is the impact of property values? I'm sure if you have 2 houses, one that doesn't have 50,000 solar panels on it and one that does, I'm sure if you went to go and sell that house, especially with kids, I'm sure people aren't going to want to move in. They should look at

the contribution requirement that the Town of Glenville has if they do go forward with this where it's a certain price per acre. I'm sure all of us got the book and we read it. I think that's a good idea. The decommission plan where money is guaranteed hopefully, but as we all know, inflation goes up, labor goes up, parts go up, so that money that they put in today is not going to be worth what it is going to be in 20 years from now. In the end, I think the most important thing is what is important to the residents of Rotterdam. That is all I have.

Chairman Yuille: Thank you. Mr. Calder?

Mr. Calder: Well, obviously Mark did a heck of a job putting that together and I wholeheartedly agree with him. I am absolutely for a moratorium against solar at least until we get straightened out. We are getting "Inaudible" with it now and he hit it right on the head we went from apartments to the facilities for storage and now we are hitting solar. It's taking us all by, I meant by surprise because we see it happening, but it's in an area that we are not as knowledgeable about as we should be to be able to discuss solar and I, for one, am not knowledgeable about it. I would not want it next to me, to be honest with you, 100% "Inaudible". I'm for the moratorium. I hope we can find our way to pass this tonight and send it forward and do it as soon as possible. That is all I have.

Chairman Yuille: Mr. Collins?

Mr. Collins: I agree. I think it is time that we did a moratorium because it's not that it is getting out of hand, but, like Wayne said and Mark, but it comes in waves and that one article about Glenville, I think it was roughly $10,000 that had to be paid that went to the parks fund. Right now, I'm not really sure how much we really get revenue from putting a quarter acre solar array up. So, I think that should be addressed and also even with the apartments, I was for the moratorium. It's all about the residents. It's their town and they have to live here. They pay taxes and they do have a voice and I know some people think we don't listen up here, but we really do listen, and we take it to heart. Sometimes people don't think we do, but I can assure we all have our, Tom and I go on and on and he pulls a Yuille, and I pull a Collins and we go crazy, I think it's time we did it and for the Town to take a breath. That is all that I have, Mr. Chairman.

Chairman Yuille: Mrs. Flansburg?

Mrs. Flansburg: I agree with all that has been said so far. I think in the handout that was provided to us one of the last four sentences where it says over the course of the past 2 years, the scale of the proposed solar farm, solar power plants has increased substantially and the existing performance standards may no longer be sufficient. Well, I say they are no longer, not "may" no longer be sufficient. It's come at a quicker wave than our code and performance standards have been able to keep up. I think we need to pause and take a look at it a little bit closer without the pressures of applications continuing to come forward.

Also, as a member of the Comprehensive Plan Advisory Committee, knowing the stage that we are at in that process where it is with the Town Board, and I think it would be best to pause and hear and let the Comprehensive Plan to continue through to its final phases so that we make sure it reflects also what we are looking to do here in the Town.

Chairman Yuille: Mr. Signore?

Mr. Signore: I'm in favor of the 12-month moratorium and one of the reasons is living here all my life I saw where the apartments, I think, got a little ahead of the Town and I think this could be subject for the same thing to happen. I definitely think a 12-month moratorium, so we know the total impact of these solar farms and power plants on the towns. I don't think many people are happy with all the apartments and I think this could possibly go down the same road as that. I'm in favor of the moratorium.

Chairman Yuille: I agree with all the Board members also. I think it's time that we take a pause because this solar technology has changed so rapidly. I watched people put a few panels on the roof of their house or their garage and now we are looking at these massive solar farms and we have these large projects where we are now doing storage batteries where we are drawing power of the grid, storing it in batteries and then when we need the power, we put it back onto the grid. We just went through one of those projects. So, at this point we need to pause and get the expertise from companies like Collier Engineering that can tell us what is going on and evaluate the project, but solar is coming and there is no question about it. Just like the electric cars and trucks and everything else so, it's changing faster than we like and unfortunately, we get impacted in certain areas by it.

One thing I want to point out, this is a report and recommendation to the Town Board. The Town Board does not have to accept our recommendation. They usually do, but the last one we made on the chickens, they didn't go with it. They went with the chickens. It doesn't mean that if we say we want the moratorium that it's actually going to go through, but the meeting is on, I believe, the 14th of December so I would like to take that vote tonight is the Board is willing to do that.

Mr. Collins: I agree, Mr. Chairman. Let's move it forward.

Chairman Yuille: At this point, anything that you would like to add?

Mr. Tingley: When you are ready to make a motion to adopt the report and recommendation, I can list in summary form the reasons that were given that I jotted down. If you are comfortable with that, then just say so moved and then second and then you can take a vote.

Mr. Calder: Mr. Chairman, I would like to add one thing, I talked about the education a little bit. We need to be educated. I think we should ask the Town to, not that we want to have more meetings, I understand that we have enough, but I think we should be educated so we can make an educated decision on solar because I don't know much about it and in order for me to get up here and speak and do the right thing, I have to learn…

Chairman Yuille: That is why we hired an engineering firm.

Mr. Calder: I know that and understand that. He may know it really well, but I'm the one that has to vote on it and all of us have to vote on it. I'd like to add that, please.

Chairman Yuille: Mark?

Mr. D'Alessandro: I have one more thing. Just to let everyone know that I am probably the only up here that actually has solar on my roof, but I've had good luck with it, I've had bad luck with it. I already had to replace the roof because the contractor didn't do what they were supposed to do. There is good and bad, and we all know that, but I agree with everybody up here. I think we need to take a step back and think about this and not rush into it. This is all new technology for us, and I think that is what we need to do.

Chairman Yuille: Mr. Comenzo, do you have anything to add?

Mr. Comenzo: No comment.

Chairman Yuille: Anybody else?

At this point, I would entertain a motion on the recommendation.

Mr. Collins: I would like that, Mr. Chairman with all the notes and what the Board has said.

Chairman Yuille: Positive or negative?

Mr. Collins: A positive.

Mr. Tingley: A positive recommendation on the moratorium.

Mr. Collins: A positive recommendation on the moratorium.

Mr. Calder: I would like to second that.

Mr. Tingley: I will just run through, before you second it, I will run through a summary format so that we all know what is going to be…

Chairman Yuille: This is a 12 month because I know there was some confusion that it was reported in the newspaper as an 18 month.

Mr. Tingley: The local law that was introduced was a 12-month moratorium, yes. The moratorium would give time to analyze the benefit to the residents in the Town from solar projects. It would give the Town time to analyze the impact of solar farms and solar power plants on property values. It would give the Town time to consider adopting laws similar to Glenville's to require solar developers to make contribution based on the size of the system. It would give the Town time to analyze the sufficiency of the Town's regulations on decommissioning. It would give the Town time to provide more education to the Planning Commission members so that they are better equipped to decide these applications. It would give the Town to analyze what revenue is potentially could be generated from these types of projects. The scale of solar projects has increased substantially, and the performance standards have not kept pace and need to be reviewed. The Comprehensive Plan is almost complete and should be finalized before decisions are made on large-scale solar projects. The solar technology has changed dramatically in the recent past as has the nature of the projects that have come before the Board for those projects.

Does that all sound acceptable?

Mr. Collins: Yes.

Mr. Tingley: So that is the motion.

Mr. Calder: I second it.

Chairman Yuille: Are there any questions on the motion? Please call the vote.

Marlo Carter: Mr. Collins?

Mr. Collins: Yes.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Marlo Carter: Mr. Calder?

Mr. Calder: Yes.

Marlo Carter: Mr. Signore?

Mr. Signore: Yes.

Marlo Carter: Chairman Yuille?

Chairman Yuille: Yes.

Motion carried. I will remind you and you probably already know that the meeting is on the 14th, a public hearing and that is when you should go in and present your information.

Meeting adjourned at 8:40 p.m.

Motion to adjourn made by Mr. Collins and seconded by Mr. D'Alessandro

Next meeting scheduled for December 20, 2022

Respectfully Submitted,

Marlo L. Carter
Planning Commission Secretary

RESOLUTION NO. 323.22

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Friday, November 18, 2022, at 6:00 p.m., the following resolution was duly adopted:

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. 10 OF 2022 AND SCHEDULING A PUBLIC HEARING THEREON

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Councilmember **CHRISTOU,**
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. 10 of 2022 to establish a twelve (12) month moratorium on solar farms and solar power plants.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. 10 of 2022 is a Type II action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.5 (c) (36), and therefore no further SEQRA review is required.

SECTION 3. The Town Board hereby refers Introductory Local Law No. 10 of 2022 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. The Town Board hereby authorizes and directs the Senior Planner to refer Introductory Local Law No. 10 of 2022 to the Schenectady County Department of Economic Development & Planning pursuant to N.Y. General Municipal Law 239-m and to circulate such other notices as may be required by law.

SECTION 5. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 14th day of December, 2022 for the following purpose:

> For the enactment of Introductory Local Law No. 10 of 2022 relating to the establishment of a 12-month moratorium on solar farms and solar power plants.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK
DATED: November 18, 2022
Daily Gazette: Please publish once on November 30, 2022
Town Clerk Post

SECTION 6. This resolution shall become effective November 18, 2022.

DATED: November 18, 2022

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera (Absent)			
Dodson	X		
Mastroianni (Absent)			
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on November 18, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this November 21, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Seal of the Town Clerk
Schenectady County, NY

RESOLUTION NO. 348.22

TO AUTHORIZE THE PURCHASE OF ONE KUBOTA TRACTOR FOR THE PARKS DEPARTMENT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase of one Kubota Tractor for the Parks Department from Emerich Sales & Service located at 187 Valentine Road, Charlton New York, 12019, with compliance under NYS contract PC69404 quote # 2491277, in the amount not to exceed thirty-five thousand fifty-three and 00/100 ($35,053.02) dollars.

SECTION 2. This resolution shall become effective December 14, 2022.

DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE:	December 8, 2022
TO:	Mollie Collins – Town Supervisor
FROM:	Morgan Coryer, Coordinator of Parks & Senior Programs
TITLE OF REQUEST:	Purchase of Kubota Tractor
TOWN BOARD MEETING:	December 14, 2022
Background Information:	A new tractor needs to be purchased for the Parks Dept. because the existing tractor is 30 years old and can no longer perform the necessary duties needed by the dept. A budget transfer was requested from A7110 4153 to A7110 2000 for the purpose of this purchase.
Evaluation/Analysis:	The Parks Dept. utilizes a tractor for various duties throughout the year (i.e., mulch, leaf clean up, moving dirt/brush/snow/debris, clearing brush) and to properly maintain Town properties. The tractor currently possessed by the Parks Dept. is 30 years old and is no longer able to function as needed.
Recommendation(s):	Town Board to authorize the purchase of a new tractor through NYS Contract.
Attachment/Document(s):	Quote for tractor, budget transfer memo.
Compliance with Purchasing Policy:	Yes.
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office



EMERICH
SALES & SERVICE
www.EmerichSales.com



187 Valentine Road
CHARLTON, NY 12019
(518) 399-8574
(518) 355-7575

1369 Rt. 9, Saratoga Road
SO. GLENS FALLS, NY 12828
(518) 636-5580

1084 NY-40
MELROSE, NY 12121
(518) 753-6212
(518) 355-7575

SOLD TO:
TOWN OF ROTTERDAM
1100 SUNRISE BLVD
SCHENECTADY, NY 12306

~~Tax Exemption #: ON FILE 0909~~

SHIP TO:
TOWN OF ROTTERDAM
1100 SUNRISE BLVD
SCHENECTADY, NY 12306

1736

TERMINAL: 15

No returns on SPECIAL ORDER or ELECTRICAL parts.
Returns accepted within 15 days W/ 25% RESTOCK FEE SHIPPED VIA: CUSTOMER PICKUP
Equipment sales are final. Report tax out of state 11:28:51 PAGE: 1 OF 2

KEEP THIS INVOICE AS IT IS YOUR ONLY COPY.

ACCT. NO.	DATE	INVOICE NO.	SALESMAN	STORE	P/O NUMBER	SPECIAL INFORMATION
0001736	10/17/22	646849	014/014	1		

ORD.	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1		KUE	L3560HSTC-LE	L3560HSTC-LE CAB TRAC		35351.00	35351.00
				SN-KBUL5AHCAN8C53375	1.			
				R4 INDUSTRIAL TIRES				
1	1		KUE	LA805	LOADER L3560 L4060		5424.00	5424.00
				SN-C7556	1.			
1	1		KUE	L2235A	72 SQ BACK BUCKET		818.00	818.00
				SN-	1.			
1	1		KUE	L8380	FRNT WRKLIGHT L60LE	179.99	151.00	151.00
1	1		KUE	L8333	REAR WORK LIGHT	179.99	151.00	151.00
1	1		KUE	MX6801	SIDE MIRROR KIT	179.99	150.00	150.00
1	1		KUB	70000-00297	KIT HEATER, BLOCK FROS		150.00	150.00
1	1		L99	SETUP	SET UP CHARGE		614.17	614.17
1	1		FRE	INBOUND	INBOUND FREIGHT		1093.75	1093.75
1	1		KUE	PDI	PRE DELIVERY INSPECTI		400.00	400.00
-1	-1		KUE	NYS	PC69404 DISCOUNT		9249.90	9249.90CR
				NYS CONTRACT PC	69404, QUOTE 2491277			

REC'D BY _____

IMPORTANT NOTICE: It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest at the **HIGHEST PREVAILING RATE**. All claims and returned goods MUST be accompanied by this invoice. There will be no refund or exchange on electrical parts. The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.



EMERICH
SALES & SERVICE
www.EmerichSales.com



187 Valentine Road
CHARLTON, NY 12019
(518) 399-8574
(518) 355-7575

1369 Rt. 9, Saratoga Road
SO. GLENS FALLS, NY 12828
(518) 636-5580

1084 NY-40
MELROSE, NY 12121
(518) 753-6212
(518) 355-7575

KEEP THIS INVOICE AS IT IS YOUR ONLY COPY.

SOLD TO:
TOWN OF ROTTERDAM
1100 SUNRISE BLVD
SCHENECTADY, NY 12306

~~Tax Exemption #: ON FILE 0909~~

SHIP TO:
TOWN OF ROTTERDAM
1100 SUNRISE BLVD
SCHENECTADY, NY 12306

1736

TERMINAL: 15

No returns on SPECIAL ORDER or ELECTRICAL parts.
Returns accepted within 15 days W/ 25% RESTOCK FEE SHIPPED VIA: CUSTOMER PICKUP
Equipment sales are final. Report tax out of state 11:28:51 PAGE: 2 OF 2

ACCT. NO.	DATE	INVOICE NO.	SALESMAN	STORE	P/O NUMBER	SPECIAL INFORMATION
0001736	10/17/22	646849	014/014	1		

ORD.	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT

QUOTE ONLY

ACCT. BALANCE: - 450.52

REC'D BY

SUB TOTAL -----)	34438.85
MISC. ----------)	0.00
LABOR ----------)	614.17
TAX 7.000 ---)	0.00
INVOICE TOTAL-)	35053.02

IMPORTANT NOTICE: It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest at the **HIGHEST PREVAILING RATE.** All claims and returned goods MUST be accompanied by this invoice. There will be no refund or exchange on electrical parts. The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company
☐ 2000 John Deere Run
Cary, NC 27513

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address (no PO box)

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate

☐ Membership number if required by the contract

For any questions, please contact:

Brian Giacchetta

United Ag & Turf
1917 Route 9
Clifton Park, NY 12065

Tel: 518-877-5059
Fax: 518-877-6342
Email: brian.giacchetta@uatne.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
1917 Route 9
Clifton Park, NY 12065
518-877-5059
cliftonpark@uatne.com

Quote Summary

Prepared For:
ROTTERDAM PUBLIC WORKS
1100 SUNRISE BLVD
SCHENECTADY, NY 12306
Business: 518-382-8224

Delivering Dealer:
United Ag & Turf
Brian Giacchetta
1917 Route 9
Clifton Park, NY 12065
Phone: 518-877-5059
brian.giacchetta@uatne.com

Quote ID: 27825844
Created On: 22 November 2022
Last Modified On: 22 November 2022
Expiration Date: 30 November 2022

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 3046R Compact Utility Tractor (34 PTO hp)	$ 60,215.00	$ 49,435.70	X	1	=	$ 49,435.70

Contract: NY State Landscaping Grounds PC69683 (PG XN CG 22)
Price Effective Date: November 21, 2022

Equipment Total **$ 49,435.70**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 49,435.70
Trade In	
SubTotal	**$ 49,435.70**
Est. Service Agreement Tax	$ 0.00
Total	$ 49,435.70
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 49,435.70**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

Quote Id: 27825844 **Customer Name:** ROTTERDAM PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
1917 Route 9
Clifton Park, NY 12065
518-877-5059
cliftonpark@uatne.com

JOHN DEERE 3046R Compact Utility Tractor (34 PTO hp)

Hours:
Stock Number:
Contract: NY State Landscaping Grounds PC69683 (PG XN CG 22)
Price Effective Date: November 21, 2022

Suggested List *
$ 60,215.00
Selling Price *
$ 49,435.70

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0299LV	3046R Compact Utility Tractor (34 PTO hp)	1	$ 37,808.00	18.00	$ 6,805.44	$ 31,002.56	$ 31,002.56
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
0409	English Operator's Manual and Decal Kit	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
1520	eHydro™	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
1701	Factory Installed Loader with Bucket	1	$ 7,760.00	18.00	$ 1,396.80	$ 6,363.20	$ 6,363.20
2060	Deluxe Cab with Air Ride Seat	1	$ 11,513.00	18.00	$ 2,072.34	$ 9,440.66	$ 9,440.66
2660	Factory Installed Stereo	1	$ 592.00	18.00	$ 106.56	$ 485.44	$ 485.44
3330	Dual Mid & Single Electrohydraulic Rear SCV	1	$ 1,237.00	18.00	$ 222.66	$ 1,014.34	$ 1,014.34
3420	Mid PTO	1	$ 906.00	18.00	$ 163.08	$ 742.92	$ 742.92
4061	Less iMatch™ Quick Hitch Category 1	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
5230	43x16-20 (4PR, R4 Industrial, 2 Position)	1	$ -93.00	18.00	$ -16.74	$ -76.26	$ -76.26
6230	27x8.50-15 (6PR, R4 Industrial, 2 Position)	1	$ 162.00	18.00	$ 29.16	$ 132.84	$ 132.84
	Standard Options Total		**$ 22,077.00**		**$ 3,973.86**	**$ 18,103.14**	**$ 18,103.14**
	Dealer Attachments/Non-Contract/Open Market						
LVB24852	Light Kit - KIT, BEACON LIGHT	1	$ 330.00	0.00	$ 0.00	$ 330.00	$ 330.00
	Dealer Attachments Total		**$ 330.00**		**$ 0.00**	**$ 330.00**	**$ 330.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**

JOHN DEERE

Selling Equipment

Quote Id: 27825844 **Customer Name:** ROTTERDAM PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
1917 Route 9
Clifton Park, NY 12065
518-877-5059
cliftonpark@uatne.com

Additional Discounts				
Additional Discount Total		**$ 0.00**	**$ -0.00**	**$ -0.00**
Total Selling Price	**$ 60,215.00**	**$ 10,779.30**	**$ 49,435.70**	**$ 49,435.70**

H&M EQUIPMENT CO., INC.

November 16, 2022

To: Town of Rotterdam
Parks and Rec
Rotterdam, NY 12306
Attn. Chad Propper
E: cpropper@rotterdamny.org

KIOTI

Sourcewell Member #131953

Price Quote:

Kioti DK4210SE Cab Tractor

Three Cylinder Engine, Four Wheel Drive, Hydrostatic Transmission, Cab with heat and air conditioning, Rear Work Lights and One Rear Remotes, R14 Tires

Kioti KL5521 Loader

72" Quick Attach Bucket and Rod Indicator

Requested options: Rear tires filled with Ballast
& Install engine block heater

Total Bid Price with member discount applied: $36129

Limited Stock on this model!!

(The DK4210se Cab is being replaced by the DK4220se in 2023,
the DK4220se will be available at an additional cost of $3200)

The tractor offered is equipped with all original general and operational safety devices supplied by manufacturer. Thank you for the opportunity to provide a bid, I look forward to working with you. Please give a call with any questions.

Thank you,

Bill Murphy
4551 ST. HWY. 30 AMSTERDAM, NY 12010
518-843-1660 • FAX: 843-1860

RESOLUTION NO. 349.22

TO AUTHORIZE HEALTHCARE INSURANCE CONTRACTS FOR 2023

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute healthcare insurance contracts with Capital District Physician Health Plan, Inc. (CDPHP), MVP Health Services Corp. (MVP), and Delta Dental for employee healthcare coverage in the year 2023.

SECTION 2. This resolution shall become effective December 14, 2022.

DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE: 8 December 2022

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Health Insurance Contract Renewals

TOWN BOARD MEETING: 14 December 2022

Background Information: The Town's healthcare insurance contracts for CDPHP, MVP, Delta Dental, and Flexible Spending Account contract for Lifetime Benefit Solutions are up for renewal in 2023. The proposed plans, rates, and signature pages are attached for review. The Town is contractually required to provide healthcare insurance to its employees, and therefore the attached documents need the signature of the Town Supervisor.

Evaluation/Analysis: The attached documentation outlines the 2023 coverage details and premium rates for the aforementioned insurance plans. As previously stated, the Town is obligated to provide healthcare coverage to employees.

Recommendation(s): To accept and sign the attached insurance contracts for employee healthcare coverage in the year 2023.

Attachment/Document(s): See attached documentation.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): None.

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Capital District Physicians' Health Plan, Inc.
Town of Rotterdam (10008427)
HMO Large Group
01/01/2023 Renewal Date
3 Tier Rates

Albany

Police Union

Active Benefits & Rates		Individual	Two-Person	N/A	Family
HM3Z23	$0/$0 INN DED, $25/$40 O/S COPAY, $500 INN HOSP, $75 OUT SURG, $100 ER, $100 AMB,50% DME,$0/$0 OOP MAX	$ 759.55	$ 1,519.10	$ 0.00	$ 1,974.83
HMRXL90Z23	$5/$20/$40	$ 164.58	$ 329.16	$ 0.00	$ 427.91
HMELGLTERM23	Change Eligibility Date Rider	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMELGL1223	Domestic Partner - Same or Opposite Sex	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMDMECPAP23/HMDMEL223	CPAP Supplies Covered in full./Change DME, Prosthetics, Medical Supplies, Cochlear Implants Coinsurance to 20%	$ 2.17	$ 4.34	$ 0.00	$ 5.65
HMUNNL123	Union Benefits Rider - Medical	$ 2.63	$ 5.26	$ 0.00	$ 6.84
HPPACAGF23	Healthcare Reform Mandatory Rider (Grandfathered with Preventive Care)	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMVSNL223	Routine Eye Exam Every 24 Months Commencing on the Group Effective Date	$ 4.01	$ 8.02	$ 0.00	$ 10.43
HMELGLMC23/HMLABL23	Medicare Split Family (Subscriber moves to any Medicare plan)/Rider to Cover Lab Services in Full	$ 0.39	$ 0.78	$ 0.00	$ 1.01
Renewal Rates		**$ 933.33**	**$ 1,866.66**		**$ 2,426.67**

Current Rates	$ 843.16	$ 1,686.32	$ 0.00	$ 2,192.20
% Change	10.7%	10.7%	0.0%	10.7%
Current Enrollment	8	6	0	31

Underwriting Predications:
This plan is quoted as part of a dual option (Plans HM3Z23 and HM2Z23).

Rates filed with NYSDFS on August 25, 2022

BW (0026330-01 | Proposal 1) Daniel Basile USI Insurance Services (B1080) 09/07/2022

Approve Rates: _____ Date:_____

Capital District Physicians' Health Plan, Inc.
Town of Rotterdam (10008427)
HMO Large Group
01/01/2023 Renewal Date
3 Tier Rates

Albany

Non Police

Active Benefits & Rates		Individual	Two-Person	N/A	Family
HM2Z23	$0/$0 INN DED, $30/$50 O/S COPAY, $1000 INN HOSP, $150 OUT SURG, $100 ER, $100 AMB,50% DME,$0/$0 OOP MAX	$ 730.53	$ 1,461.06	$ 0.00	$ 1,899.38
HMRXL4Z23	$10/$30/$50	$ 155.32	$ 310.63	$ 0.00	$ 403.82
HMELGLTERM23	Change Eligibility Date Rider	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMELGL1223	Domestic Partner - Same or Opposite Sex	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMDMECPAP23/HMDMEL223	CPAP Supplies Covered in full./Change DME, Prosthetics, Medical Supplies, Cochlear Implants Coinsurance to 20%	$ 2.17	$ 4.34	$ 0.00	$ 5.65
HMUNNL123	Union Benefits Rider - Medical	$ 2.63	$ 5.26	$ 0.00	$ 6.84
HPPACAGF23	Healthcare Reform Mandatory Rider (Grandfathered with Preventive Care)	$ 0.00	$ 0.00	$ 0.00	$ 0.00
HMVSNL223	Routine Eye Exam Every 24 Months Commencing on the Group Effective Date	$ 4.01	$ 8.02	$ 0.00	$ 10.43
HMELGLMC23/HMLABL23	Medicare Split Family (Subscriber moves to any Medicare plan)/Rider to Cover Lab Services in Full	$ 0.39	$ 0.78	$ 0.00	$ 1.01
Renewal Rates		**$ 895.05**	**$ 1,790.09**		**$ 2,327.13**

Current Rates	$ 804.81	$ 1,609.62	$ 0.00	$ 2,092.49
% Change	11.2%	11.2%	0.0%	11.2%
Current Enrollment	34	18	0	24

Underwriting Predications:
This plan is quoted as part of a dual option (Plans HM3Z23 and HM2Z23).

Rates filed with NYSDFS on August 25, 2022

BW (0026330-01 | Proposal 1) Daniel Basile USI Insurance Services (B1080) 09/07/2022

Approve Rates _____ Date: _____

CDPHP® HMO Plan Benefit Summary

Plan Code: HM2Z23
Group ID: 10008427
Presented For: Town of Rotterdam
Date Prepared: 9/7/2022
Effective Date: 01/01/2023

	In-Network
Cost Sharing Information	
Deductible	N/A Single / N/A Family
Out of Pocket Maximum	N/A Single / N/A Family
Office Visits	
PCP	$30 Copayment
*PCP Cost share waived for members that are under age of 19	
Specialist	$50 Copayment
Telemedicine	
Preferred Live Video Doctor Visits (aptihealth,Doctor on Demand, Foodsmart, MovN)	Covered in Full
Other Participating Telemedicine Providers (Valera, Brave)	$30 Copayment
Telehealth services from a CDPHP Network provider (PCP or Specialist)	PCP or Specialist cost share based on provider
Preventive and Well Care Services*	
Well Baby and Child Care including immunizations	Covered in full
Annual Adult Exam (One exam per plan year regardless if 365 days have passed)	Covered in full
Mammography	Covered in full
Annual Pap Test and Ob/Gyn Exam	Covered in full
Prostate Cancer Screening	Covered in full
Bone Density Tests	Covered in full
*Cost sharing may apply to diagnostic care	
Hospital Services	
Inpatient Hospital (semi-private room, anesthesia, X-Ray, lab tests, etc)	$1,000 Copayment
Outpatient Surgery	$50 Copayment
Maternity Services*	
Maternity - Routine Prenatal Care and Postnatal Care	Covered in Full*
Maternity - Inpatient Hospital Services	$1,000 Copayment
Newborn Nursery	Covered in full
*(Non-routine services may result in an additional cost share)	
Emergency Care	
Worldwide Emergency Room Care (waived if admitted inpatient)	$100 Copayment
Ambulance	$100 Copayment
Urgent Care	
When seeking care within CDPHP's Service Area, a participating Urgent Care Center must be used.	$35 Copayment
Diagnostic Testing*	
Outpatient Hospital or Office Based Laboratory Services: * Copayment waived if provider is a preferred laboratory.	Covered in full
Outpatient Hospital or Office Based Radiology Services: * Copayment waived if provider is a preferred center.	$50 Copayment
Behavioral Health Services	
Mental Health/Substance Use Inpatient Services	$1,000 Copayment
Mental Health/Substance Use Outpatient Services	$30 Copayment
*(Up to 20 visits per plan year may be used for substance use family counseling.)	
Condition Support Services	
Outpatient Rehabilitation - Physical Therapy	$50 Copayment (120 visits per benefit period)

CDPHP® HMO Plan Benefit Summary

Plan Code: HM2Z23
Group ID: 10008427
Presented For: Town of Rotterdam
Date Prepared: 9/7/2022
Effective Date: 01/01/2023

	In-Network
Outpatient Rehabilitation - Speech Therapy	$50 Copayment (60 visits per benefit period)
Outpatient Rehabilitation - Occupational Therapy	$50 Copayment (120 visits per benefit period)
Home Health Care	Covered in full
Skilled Nursing Facility	Covered in full (90 days per benefit period)
Chemotherapy/Radiation Therapy visit	$30 Copayment
Prosthetic Devices and Durable Medical Equipment	20% Coinsurance
Diabetic Services	
Includes Insulin, oral medication, needles and syringes - up to a 30 day supply, Glucometers and Diabetic DME. Insulin is limited to $100 out of pocket per 30 day supply.	$30 Copayment
Vision Services	
Laser Eye Surgery	Up to a maximum of $750 reimbursement for eligible eye surgeries and consultations per lifetime
Wellness Care	
Weight Management	Up to a $100 reimbursement available for participation in a weight loss program
Fitness Reimbursement	Subscribers can be reimbursed up to $400 per plan year for qualified fitness activities. Of the $400, up to $200 can be applied for reimbursement of wearable fitness devices. Covered dependents can be reimbursed up to a combined $200 for qualified fitness activities and youth sports fees for members under age 18. Of the $200, up to $100 can be applied for reimbursement of wearable fitness devices.
Child Birthing Classes	Up to $75 reimbursement available for completion of child birthing class
Doula Reimbursement (A doula is a trained companion who supports another person through pregnancy and childbirth)	$1,500
Life Points Rewards	Participating (Up to $180 Life Points per contract per calendar year)
Acupuncture (10 visit limit per plan year for acupuncture services)	$50 Copayment
Nutritional Counseling	$50 Copayment
Chiropractic Benefits	$50 Copayment

This Summary of Benefits is intended to provide a general outline of coverage. In the event of any conflict between this document and the member's Certificate and any applicable Rider(s) issued by CDPHP, the Certificate and Rider(s) will be the controlling documents.

CDPHP gives you access to more than 12,000 participating practitioners and providers, including most of the local hospitals, and a variety of value-added services to help you and your family stay healthy. If you have a question or wish to receive additional information, please contact the CDPHP marketing department at (518) 641-5000 or 1-800-993-7299 or visit our Web site at www.cdphp.com.

Please Note. All non-emergency services must be provided by a Capital District Physician's Health Plan, Inc. ® (CDPHP) Participating Physician/provider (including hospital admissions) unless otherwise preauthorized by CDPHP.Please Note. All non-emergency services must be provided by a Capital District Physician's Health Plan, Inc. ® (CDPHP) Participating Physician/provider (including hospital admissions) unless otherwise preauthorized by CDPHP.

CDPHP® HMO Plan Benefit Summary

Plan Code:	HM2Z23
Group ID:	10008427
Presented For:	Town of Rotterdam
Date Prepared:	9/7/2022
Effective Date:	01/01/2023

Your employer has chosen the following rider(s) to modify the Plan under which you would be covered as a CDPHP Member.

DME Riders	
Rider Name	DME2
Description	Durable medical equipment, prosthetics, orthotics, and oxygen are covered at 20% coinsurance in-network. There is no coverage for orthotic shoe inserts.
Rider Name	DMECPAP
Description	Medically Necessary CPAP supplies are covered in full by CDPHP when ordered by a participating provider. These supplies are subject to the applicable medical management conditions and limits in the member contract.
Domestic Partnership	
Rider Name	ELG12
Description	Provides coverage for an eligible same or opposite sex domestic partner and his or her eligible dependent children.
Eligibility	
Rider Name	ELGTERM
Description	A Member's Coverage shall automatically be terminated on the first of the following to apply: The date in which the Member ceases to be eligible or The date the Subscriber is retired or pensioned, unless Coverage is specifically provided for retired or pensioned individuals by agreement between CDPHP UBI and the Group.
Lab Rider	
Rider Name	LAB1
Description	Lab Services Covered in Full
Medicare Split Family Rider	
Rider Name	ELGMC
Description	Medicare Split Family Rider
Pharmacy Coverage	
Rider Name	HMRXL4Z23
Description	Retail Prescription Drugs (30 Day Supply) Tier 1 Drugs $10 Tier 2 Drugs $30 Tier 3 Drugs $50 Specialty Drugs $50 Mail order, 2.0 copayments for a 90-day supply. Prescriptions must be written by a duly licensed health care provider and filled at a participating pharmacy, unless otherwise authorized in advance by CDPHP. Specialty drugs are not eligible for the mail order program and require preauthorization to be obtained through CDPHP's participating specialty vendors. Prescription drugs are not subject to the plan deductible, if applicable.
PPACA	
Rider Name	HPPACAGF
Description	Grandfathered (preventive services covered in full)
Union Benefit Medical	
Rider Name	UNN1
Description	Freestanding laboratory and ambulatory surgery facility services are covered in full.* Skilled nursing facility services are covered in full; up to 90 days per benefit period.* Physical and occupational therapy services are limited to 120 visits per benefit period, subject to visit copayment.* Speech therapy services are limited to 60 visits per benefit period, subject to visit copayment.* Acute short-term inpatient physical rehabilitation therapy services are limited to 60 days per benefit period and are covered in full.* Outpatient surgery subject to Specialist Visit Copayment.
Vision Coverage	
Rider Name	VSN2
Description	One routine eye exam is available every 24 months, commencing on the group effective date, without referral, refer to specialist office visit for cost share.

CDPHP® HMO Plan Benefit Summary

Plan Code:	HM2Z23
Group ID:	10008427
Presented For:	Town of Rotterdam
Date Prepared:	9/7/2022
Effective Date:	01/01/2023

CDPHP® HMO Plan Benefit Summary

Plan Code: HM3Z23
Group ID: 10008427
Presented For: Town of Rotterdam
Date Prepared: 9/7/2022
Effective Date: 01/01/2023

	In-Network
Cost Sharing Information	
Deductible	N/A Single / N/A Family
Out of Pocket Maximum	N/A Single / N/A Family
Office Visits	
PCP	$25 Copayment
*PCP Cost share waived for members that are under age of 19	
Specialist	$40 Copayment
Telemedicine	
Preferred Live Video Doctor Visits (aptihealth,Doctor on Demand, Foodsmart, MovN)	Covered in Full
Other Participating Telemedicine Providers (Valera, Brave)	$25 Copayment
Telehealth services from a CDPHP Network provider (PCP or Specialist)	PCP or Specialist cost share based on provider
Preventive and Well Care Services*	
Well Baby and Child Care including immunizations	Covered in full
Annual Adult Exam (One exam per plan year regardless if 365 days have passed)	Covered in full
Mammography	Covered in full
Annual Pap Test and Ob/Gyn Exam	Covered in full
Prostate Cancer Screening	Covered in full
Bone Density Tests	Covered in full
*Cost sharing may apply to diagnostic care	
Hospital Services	
Inpatient Hospital (semi-private room, anesthesia, X-Ray, lab tests, etc)	$500 Copayment
Outpatient Surgery	$40 Copayment
Maternity Services*	
Maternity - Routine Prenatal Care and Postnatal Care	Covered in Full*
Maternity - Inpatient Hospital Services	$500 Copayment
Newborn Nursery	Covered in full
*(Non-routine services may result in an additional cost share)	
Emergency Care	
Worldwide Emergency Room Care (waived if admitted inpatient)	$100 Copayment
Ambulance	$100 Copayment
Urgent Care	
When seeking care within CDPHP's Service Area, a participating Urgent Care Center must be used.	$25 Copayment
Diagnostic Testing*	
Outpatient Hospital or Office Based Laboratory Services: * Copayment waived if provider is a preferred laboratory.	Covered in full
Outpatient Hospital or Office Based Radiology Services: * Copayment waived if provider is a preferred center.	$40 Copayment
Behavioral Health Services	
Mental Health/Substance Use Inpatient Services	$500 Copayment
Mental Health/Substance Use Outpatient Services	$25 Copayment
*(Up to 20 visits per plan year may be used for substance use family counseling.)	
Condition Support Services	
Outpatient Rehabilitation - Physical Therapy	$40 Copayment (120 visits per benefit period)

CDPHP® HMO Plan Benefit Summary

Plan Code: HM3Z23
Group ID: 10008427
Presented For: Town of Rotterdam
Date Prepared: 9/7/2022
Effective Date: 01/01/2023

	In-Network
Outpatient Rehabilitation - Speech Therapy	$40 Copayment (60 visits per benefit period)
Outpatient Rehabilitation - Occupational Therapy	$40 Copayment (120 visits per benefit period)
Home Health Care	Covered in full
Skilled Nursing Facility	Covered in full (90 days per benefit period)
Chemotherapy/Radiation Therapy visit	$25 Copayment
Prosthetic Devices and Durable Medical Equipment	20% Coinsurance
Diabetic Services	
Includes Insulin, oral medication, needles and syringes - up to a 30 day supply, Glucometers and Diabetic DME. Insulin is limited to $100 out of pocket per 30 day supply.	$25 Copayment
Vision Services	
Laser Eye Surgery	Up to a maximum of $750 reimbursement for eligible eye surgeries and consultations per lifetime
Wellness Care	
Weight Management	Up to a $100 reimbursement available for participation in a weight loss program
Fitness Reimbursement	Subscribers can be reimbursed up to $400 per plan year for qualified fitness activities. Of the $400, up to $200 can be applied for reimbursement of wearable fitness devices. Covered dependents can be reimbursed up to a combined $200 for qualified fitness activities and youth sports fees for members under age 18. Of the $200, up to $100 can be applied for reimbursement of wearable fitness devices.
Child Birthing Classes	Up to $75 reimbursement available for completion of child birthing class
Doula Reimbursement (A doula is a trained companion who supports another person through pregnancy and childbirth)	$1,500
Life Points Rewards	Participating (Up to $180 Life Points per contract per calendar year)
Acupuncture (10 visit limit per plan year for acupuncture services)	$40 Copayment
Nutritional Counseling	$40 Copayment
Chiropractic Benefits	$40 Copayment

This Summary of Benefits is intended to provide a general outline of coverage. In the event of any conflict between this document and the member's Certificate and any applicable Rider(s) issued by CDPHP, the Certificate and Rider(s) will be the controlling documents.

CDPHP gives you access to more than 12,000 participating practitioners and providers, including most of the local hospitals, and a variety of value-added services to help you and your family stay healthy. If you have a question or wish to receive additional information, please contact the CDPHP marketing department at (518) 641-5000 or 1-800-993-7299 or visit our Web site at www.cdphp.com.

Please Note. All non-emergency services must be provided by a Capital District Physician's Health Plan, Inc. ® (CDPHP) Participating Physician/provider (including hospital admissions) unless otherwise preauthorized by CDPHP.Please Note. All non-emergency services must be provided by a Capital District Physician's Health Plan, Inc. ® (CDPHP) Participating Physician/provider (including hospital admissions) unless otherwise preauthorized by CDPHP.

CDPHP® HMO Plan Benefit Summary

Plan Code:	HM3Z23
Group ID:	10008427
Presented For:	Town of Rotterdam
Date Prepared:	9/7/2022
Effective Date:	01/01/2023

Your employer has chosen the following rider(s) to modify the Plan under which you would be covered as a CDPHP Member.

DME Riders	
Rider Name	DME2
Description	Durable medical equipment, prosthetics, orthotics, and oxygen are covered at 20% coinsurance in-network. There is no coverage for orthotic shoe inserts.
Rider Name	DMECPAP
Description	Medically Necessary CPAP supplies are covered in full by CDPHP when ordered by a participating provider. These supplies are subject to the applicable medical management conditions and limits in the member contract.
Domestic Partnership	
Rider Name	ELG12
Description	Provides coverage for an eligible same or opposite sex domestic partner and his or her eligible dependent children.
Eligibility	
Rider Name	ELGTERM
Description	A Member's Coverage shall automatically be terminated on the first of the following to apply: The date in which the Member ceases to be eligible or The date the Subscriber is retired or pensioned, unless Coverage is specifically provided for retired or pensioned individuals by agreement between CDPHP UBI and the Group.
Lab Rider	
Rider Name	LAB1
Description	Lab Services Covered in Full
Medicare Split Family Rider	
Rider Name	ELGMC
Description	Medicare Split Family Rider
Pharmacy Coverage	
Rider Name	HMRXL90Z23
Description	Retail Prescription Drugs (30 Day Supply) Tier 1 Drugs $5 Tier 2 Drugs $20 Tier 3 Drugs $40 Specialty Drugs $40 Mail order, 2.0 copayments for a 90-day supply. Prescriptions must be written by a duly licensed health care provider and filled at a participating pharmacy, unless otherwise authorized in advance by CDPHP. Specialty drugs are not eligible for the mail order program and require preauthorization to be obtained through CDPHP's participating specialty vendors. Prescription drugs are not subject to the plan deductible, if applicable.
PPACA	
Rider Name	HPPACAGF
Description	Grandfathered (preventive services covered in full)
Union Benefit Medical	
Rider Name	UNN1
Description	Freestanding laboratory and ambulatory surgery facility services are covered in full.* Skilled nursing facility services are covered in full; up to 90 days per benefit period.* Physical and occupational therapy services are limited to 120 visits per benefit period, subject to visit copayment.* Speech therapy services are limited to 60 visits per benefit period, subject to visit copayment.* Acute short-term inpatient physical rehabilitation therapy services are limited to 60 days per benefit period and are covered in full.* Outpatient surgery subject to Specialist Visit Copayment.
Vision Coverage	
Rider Name	VSN2
Description	One routine eye exam is available every 24 months, commencing on the group effective date, without referral, refer to specialist office visit for cost share.

CDPHP® HMO Plan Benefit Summary

Plan Code:	HM3Z23
Group ID:	10008427
Presented For:	Town of Rotterdam
Date Prepared:	9/7/2022
Effective Date:	01/01/2023

MVP Health Care
NEW YORK GROUP RATE QUOTE
Stand Alone Offerings

MVP HEALTH CARE

Customer Name: **TOWN OF ROTTERDAM**
Group Number: **213635**
Contract Period: **1/1/2023 - 12/31/2023**

These rates are Guaranteed provided all contingencies are met and products are approved as filed

	Sold ☐ Option 1		Sold ☐ Option 2	
	Rating Region	**Associated Sub Group(s)**	**Rating Region**	**Associated Sub Group(s)**
	Ex1	0001	Ex1	0001

Product	**HMOGF**	**HMOGF**
Base Plan	**COC10+LPGFB**	**COC15+LPGFB**
	Quoted Rates	**Quoted Rates**
Single	$1,008.39	$988.15
Double	$2,319.30	$2,272.74
Family	$2,470.55	$2,420.96

Benefit Summary

Product		
Base Plan	**COC10+LPGFB**	**COC15+LPGFB**
In Network:		
PCP/SPC OV:	$10	$15
Deductible:	N/A	N/A
Coinsurance:	N/A	N/A
Out of Pocket Max:	N/A	N/A
Inpatient:	$0	$0
Emergency:	$35	$50
Outpatient Surg:	$10	$15
Pharmacy:	$5/$20/$40	$5/$20/$40
Additional:	Exclusion of Prev Dental Rx Removes MAC pricing Mail Order Rx 2.5x to 2.0x	Exclusion of Prev Dental Rx Removes MAC pricing Mail Order Rx 2.5x to 2.0x

Quote Contingencies

NY Large Group Location Attestation Form Required
Employer Group Size Attestation may be required annually to verify Large group status prior to renewal implementation
MVP reserves the right to adjust rates due to changes in federal or state benefit mandates or tax policies.
All of the benefits noted above are a summary. Please see the plans benefit document for full details.
Subject to Home Office Approval.

- Rider Codes: Option 1 RX-RX502LGFB MED500LGFB RX-RX550LGFB RX-RX551LGF
- Rider Codes: Option 2 RX-RX502LGFB MED500LGFB RX-RX550LGFB RX-RX551LGF

Marketing Representative: **Date:**

Group Representative/Broker: **Date:**

MVP Health Care
NEW YORK GROUP RATE QUOTE
Stand Alone Offerings

MVP HEALTH CARE

Customer Name: **TOWN OF ROTTERDAM**
Group Number: **213635**
Contract Period: **1/1/2023 - 12/31/2023**

These rates are Guaranteed provided all contingencies are met and products are approved as filed

Sold ☐
Option 3

Rating Region	Associated Sub Group(s)
Ex1	0001

Product	**HMOGF**
Base Plan	**COC2540LPGFB**
	Quoted Rates
Single	$940.06
Double	$2,162.14
Family	$2,303.14

Benefit Summary

Product	
Base Plan	**COC2540LPGFB**
In Network:	
PCP/SPC OV:	$25/$40
Deductible:	N/A
Coinsurance:	N/A
Out of Pocket Max:	N/A
Inpatient:	$250
Emergency:	$100
Outpatient Surg:	$75
Pharmacy:	$5/$20/$40
Additional:	Exclusion of Prev Dental Rx Removes MAC pricing Mail Order Rx 2.5x to 2.0x

Quote Contingencies

NY Large Group Location Attestation Form Required
Employer Group Size Attestation may be required annually to verify Large group status prior to renewal implementation
MVP reserves the right to adjust rates due to changes in federal or state benefit mandates or tax policies.
All of the benefits noted above are a summary. Please see the plans benefit document for full details.
Subject to Home Office Approval.

• Rider Codes: Option 3 RX-RX502LGFB MED500LGFB RX-RX550LGFB RX-RX551LGF

Marketing Representative: **Date:**

Group Representative/Broker: **Date:**

DELTA DENTAL

www.deltadentalins.com

August 03, 2022

Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

RE: Contract Renewal for Town of Rotterdam
Delta Dental PPO℠ Group# 04368

We appreciate your business and thank you for choosing Delta Dental of New York. Your employees are among the millions nationwide who trust their smiles to Delta Dental.

We are pleased to present you with your dental plan contract renewal information. We are committed to providing you with quality plan designs combined with excellent customer service.

When reviewing your dental plan, we considered cost factors related to your group's dental service utilization and claims experience. We have made every attempt to provide the most competitive renewal possible.

We have calculated your rates based on the employer/employee contribution levels in your contract remaining the same. If the contribution levels and/or enrollment guidelines have changed or will change, please notify us immediately, as such a change may affect your renewal rate.

The following is the renewal information for your Delta Dental PPO℠ dental plan:

Effective Date	***January 01, 2023***	
Contract Term	***January 01, 2023 - December 31, 2024***	
	Current Fee	***Renewal Fee***
Administration Fee	***$5.07***	***$5.32***

Approve 2-year renewal: _____
Date: _____

Delta Dental Insurance Company
Telephone: 800-521-2651

Delta Dental of California
Telephone: 888-335-8227

Delta Dental Mid-Atlantic Region
Delta Dental of Delaware, Inc.
Delta Dental of the District of Columbia
Delta Dental of New York, Inc.
Delta Dental of Pennsylvania (Maryland)
Delta Dental of West Virginia
Telephone: 800-932-0783

To renew your dental plan contract, please follow these steps:

1) Review this letter for changes to your dental plan for January 01, 2023
2) Begin paying the rates outlined in this letter with your new contract term.

Upon your renewal you will receive a formal amendment to your contract. If you would like to review an amendment prior to renewing your plan, please contact your Account Manager and an amendment will be provided.

If you have any questions about your renewal, your Account Manager will be happy to help. We appreciate your continued confidence in Delta Dental. We are proud of our association with you and look forward to a long and mutually successful relationship.

Sincerely,

Delta Dental of New York



MohammadReza Navid
Group Vice President, Sales & Marketing

The American Dental Association (ADA) annually updates its standard dental procedure coding system, which is a component of its Code on Dental Procedures and Nomenclature (CDT Code) reference manual. When the ADA changes the codes, carriers must adopt the changes. We process claims according to the current CDT reference manual. Changes made to comply with the CDT Code do not constitute a material change to your dental plan design.

Summary of Contract Amendments to

Town of Rotterdam

Delta Dental PPO℠

OTHER INFORMATION

Delta Dental's retro-termination policy for enrollees. As a reminder, Delta Dental's policy is that enrollment may be adjusted retroactively to the immediately preceding three months plus the current month billed if no claims have been processed after the requested termination date for the enrollee.

Provider reimbursement. As a reminder, Delta Dental's policy is to reimburse contracted dentists based on the network payment provisions for the geographic area in which the services are provided.

Teresa Dunkin

Reimbursement Account Plan Renewal

Employer Details

Employer Name	Town of Rotterdam
EIN	14-6002410
Address	1100 SUNRISE BLVD SCHENECTADY, NY, 12306
Debit Card	○ No ◉ Yes
Claims Exchange/ACT	◉ No ○ Yes

LBS Reimbursement Contact

JAMIE SHULER
email: JAMIE.SHULER@LIFETIMEBENEFITSOLUTIONS.COM

Broker Contact

Augie Cassella
email: Augie.Cassella@usi.com

If you would like to change or add any of the above information, contact your LBS Reimbursement Account Manager

PY 01-01-2023 - 12-31-2023

Details

Total Number of Benefit Eligible Employees:	122
Projected Number of Participants in New Plan Year:	5

PLAN NAME	PLAN YEAR START DATE	PLAN YEAR END DATE	RENEWAL STATUS	RENEWAL DESCRIPTION
DEPENDENT CARE ACCOUNT	01/01/2023	12/31/2023	Available For Renewal	Plan is available to be reviewed and updated.

ANNUAL AMOUNT *	RUN OUT DAYS *	GRACE PERIOD NUMBER OF DAYS *	EMPLOYER CONTRIBUTION *	EMPLOYER CONTRIBUTION AMOUNT *
MINIMUM $0.00	ACTIVE 120	75	No	$ 0.00
MAXIMUM* $5,000.00	TERM 90			

PLAN NAME	PLAN YEAR START DATE	PLAN YEAR END DATE	RENEWAL STATUS	RENEWAL DESCRIPTION
HEALTH CARE ACCOUNT	01/01/2023	12/31/2023	Available For Renewal	Plan is available to be reviewed and updated.

ANNUAL AMOUNT *	RUN OUT DAYS *	GRACE PERIOD NUMBER OF DAYS *	EMPLOYER CONTRIBUTION *	EMPLOYER CONTRIBUTION AMOUNT *	CARRY OVER *
MINIMUM $0.00	ACTIVE 120	75	No	$ 0.00	NA
MAXIMUM* $2,850.00	TERM 90				

RESOLUTION NO. 350.22

TO CALL FOR A PUBLIC HEARING CONCERNING THE APPLICATIONS OF BEUKENDAAL TEMPLE ASSOCIATION, CYPRUS SHRINERS, SCHENECTADY SHRINE CLUB, AND NOTRE DAME BISHOP GIBBONS SCHOOL FOR A HARDSHIP DETERMINATION AND LICENSING IN CONNECTION WITH CONDUCTING BINGO/GAMES OF CHANCE OPERATIONS WITHIN THE TOWN OF ROTTERDAM

WHEREAS, persons conducting bingo and games of chance are regulated through a licensing and registration regulatory scheme promulgated by the New York State Gaming Commission; and

WHEREAS, the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School have sought licensure from the Town of Rotterdam for activities and operations subject to the regulations promulgated by the New York State Gaming Commission in connection with the conduct of bingo and/or games of chance; and

WHEREAS, the regulations promulgated by the New York State Gaming Commission require the Town of Rotterdam to fully investigate the eligibility of the organizations seeking licensure; and

WHEREAS, a license may not be issued to organizations domiciled outside the jurisdiction of the Town of Rotterdam to conduct bingo and/or games of chance within the jurisdiction of the Town of Rotterdam unless the Town Board finds that, due to some condition of hardship or necessity, the conduct of bingo and/or games of chance in the Town by such non-domiciliary organizations is warranted, all as more specified in the regulations promulgated by the New York State Gaming Commission; and

WHEREAS, the New York State Gaming Commission has indicated that a hearing must be held in connection with making a finding of such hardship or necessity; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby calls for a public hearing to be held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 11, 2023, at 7:00 p.m. to consider and receive evidence on the requests of the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School for a finding that such organizations are domiciled within the Town of Rotterdam, or that hardship or necessity exists sufficient to warrant the conducting of bingo and/or games of chance within the territorial limits of the Town of Rotterdam by organizations not domiciled within the Town of Rotterdam, and such other matters as may be necessary or appropriate in connection with the licensing requests or applications, received or anticipated to be received, from such organizations, under applicable regulations of the New York State Gaming Commission.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to post a copy of the notice on the signboard of the town, maintained pursuant to subdivision 6 of section 30 of the Town Law of the State of New York, and to publish in the official newspaper of the Town of Rotterdam not less than twenty (20) days prior to the date designated for the public hearing provided for by the following public notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: The Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 11, 2023, at 7:00 p.m. for the following purpose:

> To consider and receive evidence on the requests of the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School for a finding that that such organizations are either domiciled within the Town of Rotterdam, or that hardship or necessity exists sufficient to warrant the conducting of bingo and/or games of chance within the territorial limits of the Town of Rotterdam by organizations not domiciled within the Town of Rotterdam, and such other matters as may be necessary or appropriate in connection with the licensing requests or applications, received or anticipated to be received, from such organizations, under applicable regulations of the New York State Gaming Commission.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: December 14, 2022
Daily Gazette: Please publish once on December 21, 2022
Town Clerk
Post

SECTION 3. The Town Clerk of the Town of Rotterdam is hereby directed to send a copy of the foregoing Notice of Hearing to the New York State Gaming Commission and each of the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School on or before December 21, 2022, and inviting same to attend and participate in the hearing.

SECTION 4. The Town Board hereby authorizes the Attorney for the Town, and his respective designee(s), to seek and obtain from any person, entity, or official such information and documents as may be reasonably necessary or appropriate to the Town Board's consideration of the requests of the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School for licensing in connection with conducting bingo and/or games of chance within the territorial limits of the Town of Rotterdam.

SECTION 5. This resolution shall take effect December 14, 2022.

DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE: December 6, 2022

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To call for a public hearing on approving the hardship for the organizations, Beukendaal Temple Association, Cyprus Shrine, Schenectady Shrine Club and Notre Dame Bishop Gibbons School to conduct bingo at Via Port, 93 West Campbell Rd. Rotterdam N.Y. 12306

TO BE PLACED ON TOWN BOARD AGENDA OF: December 14, 2022

TO BE PLACED ON TOWN BOARD MEETING OF: December 14, 2022

Background Information: persons conducting bingo and games of chance are regulated through a licensing and registration regulatory scheme promulgated by the New York State Gaming Commission.

Evaluation/Analysis: New York State Gaming Commission has indicated that a hearing must be held in connection with making a finding of such hardship or necessity.

Recommendation(s): To call for a public hearing concerning the applications of Beukendaal Temple Association, Cyprus Shriners, Schenectady shrine club, Notre Dame Bishop Gibbons school for a hardship determination.

Attachment/Documents(s): Letters attached

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WAS PREPARED BY: Supervisors Office

Notre Dame-Bishop Gibbons School
A Catholic School of Academic Excellence
2600 Albany Street · Schenectady, NY 12304-1899 · (518) 393-3131 · Fax (518) 370-3817

December 1, 2022

To Whom it May Concern:

The Notre Dame – Bishop Gibbons would like to conduct Bingo at the ViaPort facility in Rotterdam due to hardship. We would ask the Town of Rotterdam Town Board to call for a public hearing.

ND-BG is a school with a 60-year history of educating students from the Schenectady area and the entire Capital District. Currently we have 200 students in grades 6-12.

Please feel free to reach out with any additional questions or concerns.

Patrick Moran '93

Interim Principal

CYPRUS TEMPLE

Ill. Sir Richard Van Vorst, Potentate
Potentate@CyprusShriners.com

George Deveneau, P.P., Recorder
Recorder@CyprusShriners.com

Joseph Guerin, Chief Rabban

Christian Wessell, Treasurer

December 1, 2022

Ms. Diane Marco
Rotterdam Town Clerk
1100 Sunrise Blvd.
Rotterdam, NY 12306

Dear Ms. Marco,

Cyprus Shriners and a subordinate organization, Schenectady Shrine Club, conducted bingo operations at the Schenectady Bingo Palace for several years, but were forced to cease operations over two years ago due to New York State Covid restrictions. The Bingo Palace has since been sold and is no longer available for Bingo.

Cyprus Shrine and the Schenectady Shrine Club are now seeking to conduct bingo at the new bingo facility being established in the ViaPort Mall, located at 93 W. Campbell Rd, Rotterdam, N. Y. 12306. Both of these organizations are domiciled at 9 Frontage Rd., Glenmont, N. Y. 12007. According to the Rules and Regulations of Bingo in the State of New York, and specifically 9 CRR-NY 4812.9 Jurisdiction of license (a) The municipal governing body shall, prior to the issuance of any license, make a finding that the applicant organization is domiciled within the territorial limits of the municipality and shall not issue a license to an organization domiciled beyond such territorial limits. Furthermore, the statute states:

(b) A municipal governing body may, upon a finding that an applicant organization is domiciled beyond the territorial limits of such municipality, issue a license to such applicant organization only in cases where:

(1) the governing body of the municipality in which the applicant organization is seeking licensure and the commission determine that, due to some condition of hardship or necessity, the conduct of bingo in the municipality in which the applicant organization is seeking licensure is warranted;

(2) the municipality in which the applicant authorized organization is seeking licensure submits to the commission a letter of consent expressing such municipality's willingness to license the applicant authorized organization;

(3) the premises for which the authorized organization is seeking its license to conduct bingo is within the territorial limits of the municipality wherein licensure is being sought and such premises have been approved by that municipality for the conduct of bingo; and

(4) the commission has issued the applicant authorized organization a bingo identification number bearing the municipal code of the licensing municipality.

Based on these statutes, Cyprus Shrine and Schenectady Shrine Club are requesting the recognition of a hardship by the Town of Rotterdam in that our former Bingo Hall no longer exists and that we depend heavily on the revenues from our bingo operations to continue to operate. Additionally, our established player base is from Schenectady County, the new facility can hold over 300 players, there is sufficient parking, and it is easy to get to by car of bus. Our search for a new bingo facility suitable to our needs over the past two years has not identified any other such facility.

Hopefully the Town of Rotterdam will permit the two Shrine Organizations to conduct bingo at the Viaport Bingo facility. We will be happy to provide any further information that you may require.

We appreciate you attention to this matter.

Sincerely,

Richard E Van Vorst

Richard Van Vorst, Potentate
Cyprus Shrine

Ralph H. Rosenthal, President
Schenectady Shrine Club

Mailing Address: 9 Frontage Road ~ Glenmont, NY 12077
Phone: 518-436-7892 / Fax: 518-465-6978

RESOLUTION NO. 351.22

TO RENEW AN AGREEMENT WITH AMERIFLEX FOR HEALTHCARE REIMBURSEMENT ACCOUNTS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute the continued agreement with Ameriflex, 7 Carnegie Plaza, Suite 200, Cherry Hill, New Jersey 08003, to administer the healthcare reimbursement accounts (HRA) made available to employees utilizing a CDPHP HMO 30/50 healthcare plan offered by the Town of Rotterdam, and agreed to as a part of their collective bargaining agreements, for successive periods of 12 months, as is allowable by Section 1.1 of the Administrative Service Agreement, until there are changes necessary or rates increased.

SECTION 2. This resolution shall become effective December 14, 2022.

DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE: 13 December 2022

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Ameriflex Renewal Agreement

TOWN BOARD MEETING: 14 December 2022

Background Information: The Town's entered into an agreement with Ameriflex effective January 1, 2020 to administer the healthcare reimbursement accounts (HRA) available to employees utilizing the CDPHP HMO 30/50 healthcare plan offered by the Town of Rotterdam, as agreed to as part of the collective bargaining agreement. The initial contract was for an initial term of 36 months commencing January 1, 2020 through December 31, 2022, which automatically renews for successive periods of 12 months unless terminated in accordance with provisions set forth within the agreement.

Evaluation/Analysis: The attached documentation contains the original agreement. The Town is contractually obligated to fund healthcare reimbursement accounts for employees utilizing the CDPHP HMO 30/50 plan and there are no proposed administrative rate increases or changes contained within.

Recommendation(s): To renew the agreement with Ameriflex for successive periods of 12 months, as is allowable by Section 1.1 of the Administrative Service Agreement.

Attachment/Document(s): Ameriflex Administrative Services Agreement

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): None.

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Moved on Consent

RESOLUTION NO. 374.19

THEREFORE, UPON MOTION OF Councilmember GUIDARELLI, seconded by Councilmember MILLER-HERRERA,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Ameriflex, 7 Carnegie Plaza, Suite 200, Cherry Hill, New Jersey 08003, to administer the healthcare reimbursement accounts (HRA) made available to employees utilizing a CDPHP HMO offered by the Town of Rotterdam, and agreed to as a part of their collective bargaining agreements, commencing on January 1, 2020 through December 31, 2022.

SECTION 2. This resolution shall become effective December 11, 2019.

DATED: December 11, 2019

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli	X		
Miller-Herrera	X		
Signore	X		
Tommasone	X		

AMERIFLEX ADMINISTRATIVE SERVICES AGREEMENT

v2.18.19

RECITALS:

A. Interflex Payments, LLC DBA Ameriflex ("Ameriflex") offers a variety of administrative services to employers, including such services related to:
   1. Group health plan continuation coverage services as governed by the provisions of § 4980B of the Internal Revenue Code of 1986, as amended ("Code") and Part 6, Subtitle B, Title I of ERISA (collectively referred to herein as "COBRA").
   2. Health flexible spending arrangements ("Health FSAs") under Code § 105 to be offered under a Code § 125 cafeteria plan.
   3. Dependent care flexible spending accounts (dependent care assistance programs ("DCFSA") under Code § 129) to be offered under a Code § 125 cafeteria plan.
   4. Health reimbursement arrangements ("HRAs") under Code § 105.
   5. Health savings account-oriented "plans" ("HSAs") under Code § 223.
   6. Transportation fringe benefit plans ("commuter reimbursement plans" or "CRAs") under Code § 132.
   7. Certain billing services related to collection of insurance premiums and the like but unrelated to COBRA.

B. Town of Rotterdam New York ("Employer") desires to engage Ameriflex in the provision of such services, specifically services related to [check all that apply]

COBRA
Health FSA
DCFSA
CRA
✓ HRA
HSA
Billing Services

All services selected above shall be deemed the "Selected Services" for purposes of Section 1.4. Any services not selected above shall not be deemed "Selected Services" for purposes of Section 1.4. Furthermore, any provisions in this Agreement specific to COBRA services (e.g., the provisions in Article IIA, Article IIIA, Article V, Article VIA, et. al.) shall be disregarded for purposes of this Agreement unless directly related to the "Selected Services."

C. In consideration of the mutual promises set forth in this Agreement, Employer and Ameriflex agree as follows:

ARTICLE I: INTRODUCTION

1.1 Agreement Effective Date and Term

With regard to all of the Selected Services except COBRA, this Agreement is effective 1/1/2020 ("Effective Date"). And the initial term of this Agreement will be:

✓ The initial 36-month period commencing on the Effective Date (the "Initial Term");

Thereafter, this Agreement will renew automatically for successive periods of 12 months ("Renewal Terms") unless this Agreement is terminated in accordance with the provisions of Section 8.4.

With regard to COBRA, this Agreement is effective ("Effective Date") and the initial term of this Agreement will be:

The initial 36-month period commencing on the Effective Date (the "Initial Term");

1.2 Scope of Services

Employer has sole and final authority to control and manage the operation of the Plans, including any and all discretionary authority over the Plans. Ameriflex is and shall remain an independent contractor with respect to the selected services being performed hereunder and shall not for any purpose be deemed an employee of Employer, nor shall Ameriflex be deemed a partner with Employer, engaged in a joint venture with Employer or governed by any legal relationship with Employer other than that of an independent contractor. Ameriflex does not assume any responsibility for the general policy design of the Plans, the adequacy of their funding, or any act or omission or breach of duty by Employer. Nor is Ameriflex in any way to be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Plans. Ameriflex generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by Employer under the Plans. Nothing herein shall be deemed to constitute Ameriflex as a party to the Plans or to confer upon Ameriflex any authority or control respecting management of the Plans, authority or responsibility in connection with administration of the Plans, responsibility for the terms or validity of the Plans, or any fiduciary duty or other obligation toward any participants in the Plans other than that which may be imposed by the judicial, administrative or other application of ERISA by a governmental authority. Nothing in this Agreement shall be deemed to impose upon Ameriflex any obligation to any employee of Employer or any person who is participating in the Plans ("Participant" or "Qualified Beneficiary," as applicable).

1.3 Definitions

"Agreement" means this Ameriflex Administrative Services Agreement, including all Appendices hereto.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, as well as coverage offered and/or provided to a Qualified Beneficiary.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuation Coverage" means coverage following a Qualifying Event provided to a Qualifying Beneficiary under COBRA.

"CRA" has the meaning given in the Recitals.

"DCFSA" has the meaning given in the Recitals.

"DOL" means the United States Department of Labor.

"Eligibility Reports" has the meaning given in Section 2.8.

"Employer" has the meaning given in the Recitals.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Effective Date" has the meaning given in Section 1.1.

"Health FSA" has the meaning given in the Recitals.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"HSA" has the meaning given in the Recitals.

"IRS" means the United States Internal Revenue Service.

"Litigation" means any litigation or other proceeding including but not limited to any judicial or administrative proceeding involving a dispute arising under this Agreement, or an audit or proceeding by the IRS or DOL involving directly or indirectly the duties or responsibilities of Employer or Ameriflex.

"Named Fiduciary" means the named fiduciary as defined in ERISA § 402(a)(2).

"Participant" has the meaning given in Section 1.2.

"PHI" means Protected Health Information.

"Plan Administrator" means the administrator as defined in ERISA § 3(16)(A).

"Plan" or "Plans" means any or all of the employee benefit plans defined in the Recitals, except for COBRA.

"Qualified Beneficiary" or "QB" has the meaning given to such term under COBRA.

"Qualifying Event" or "QE" has the meaning to such term under COBRA.

1.4 Agreement Provisions Applicable to Selected Services Only

Any provision of this Agreement which is either specifically applicable, whether by virtue of its placement under certain Article headings or subheadings or for any other contextual reason, to any service that is not a Selected Service or could not be otherwise reasonably interpreted as applicable to a service that is a Selected Service shall be inoperative. No such inoperative provision shall render the remaining provisions of this Agreement inoperative by themselves or taken together as a whole.

ARTICLE IIA: EMPLOYER RESPONSIBILITIES REGARDING COBRA ADMINISTRATION

2.1 General Duties Owed to Ameriflex

During the term of this Agreement, Employer will carry out all necessary duties to Ameriflex and furnish Ameriflex with all information necessary to provide COBRA administrative services, including, but not limited to:

A. Providing Ameriflex, on a timely basis and in an accurate form, with all information necessary for Ameriflex to adequately fulfill its obligations under Article III. Ameriflex shall have no affirmative duty to pursue this information and shall not be responsible for the consequences of Employer's failure to provide it. A non-exhaustive list of such information is provided for Employer in Exhibit C to this Agreement. Employer's use of a third party to provide such information to Ameriflex does not absolve Employer of its obligations under this section.
B. Upon notification by Ameriflex to Employer or the carrier, adding Qualified Beneficiaries who have elected Continuation Coverage under Employer's health Plan, including, if necessary, on a retroactive basis. Such notification shall include the provision of and/or access to online enrollment reports reflecting this and other related information.
C. Making ultimate decisions with regard to pursuing Qualified Beneficiaries whose addresses are discovered to be mistaken, outdated or otherwise incorrect.
D. Ensuring that information provided to Ameriflex, Plan documents and arrangements with carriers are consistent.
E. Acknowledging that Ameriflex makes no guarantee of sufficient funds on checks or other forms of payment made payable to Ameriflex from Qualified Beneficiaries electing Continuation Coverage, and holding Ameriflex harmless for any payment deemed insufficient for such reasons.
F. Acknowledging and understanding that any applicable laws, rules and regulations are subject to modification and amendment, which may require Ameriflex to adjust certain policies and procedures in order to discharge its duties.
G. Maintaining its status as Plan Administrator for purposes of "ERISA" of any and all Plans for which Ameriflex is acting as third-party administrator for purposes of COBRA compliance.
H. Notifying Ameriflex, in writing, of all entity changes, reorganizations, bankruptcies and any other transitions and their effect on benefit plans. Ameriflex shall take written direction from Employer regarding entity changes and shall have no duty to pursue such information.

Employer shall be responsible for all damages and/or overpayments that result or could have been avoided had Employer timely reviewed its reports or data and notified the appropriate parties of the discrepancies. All information required under this Section 2.1 will be provided in such format and at such intervals as is reasonably required by, and acceptable to, Employer and Ameriflex.

2.2 Premiums

Employer will determine the cost to the Plan for Continuation Coverage and establish the premium to be charged to Qualified Beneficiaries. Notwithstanding the foregoing, Ameriflex shall, at Employer's request, provide guidance with regard to the premium to be charged for any health FSA or HRA it administers for Employer, although the final determination of such premium shall remain the responsibility of Employer.

2.3 Provision of Names of Those Authorized to Act

Employer will provide Ameriflex with the names of individuals authorized to act for Employer in connection with this Agreement. In the case of a broker, agent or other third party who is not an owner or employee of Employer, Ameriflex may first require the execution of a Designation of

2.7 Service Charges; Funding

Employer shall pay Ameriflex the service charges set forth in the Exhibits hereto. Employer shall be ultimately responsible for the funding of the payment of Plans benefits as described in Article VII, including the provision of a prefund amount to Ameriflex, which shall be subject to a transition fee in the event of renewals. Payments pursuant to this Article shall be made via ACH. Employer shall execute the ACH authorization form in the New Client Application or Renewal Application, as applicable.

2.8 Information to Ameriflex

A. Employer shall furnish the information requested by Ameriflex as determined necessary to perform Ameriflex's functions hereunder, including information concerning the Plans and the eligibility of individuals to participate in and receive benefits from the Plans. Such information shall be provided to Ameriflex in the time and in the manner agreed to by Employer and Ameriflex. Ameriflex shall have no responsibility with regard to benefits paid in error due to Employer's failure to timely update such information. From time to time thereafter, Ameriflex shall provide Employer with updated reports summarizing the eligibility data provided by Employer ("Eligibility Reports") by electronic medium unless otherwise agreed to in writing by the parties. Employer's use of a third party to provide such information to Ameriflex does not absolve Employer of its obligations under this section. Employer shall be exclusively responsible for the accuracy, completeness and timeliness of the information requested and provided to Ameriflex. Employer understands and agrees that Ameriflex has no duty or responsibility to review, audit, verify or otherwise inquire into any data or information provided by Employer to Ameriflex. Employer is solely responsible to correct all errors in any data, files or other information provided by Ameriflex to Employer created from the data and information originally provided to Ameriflex.

   The Eligibility Reports shall specify the effective date for each Participant who is added to or terminated from participation in the Plans. Employer shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with Ameriflex relating to the accuracy of any Eligibility Report. Ameriflex shall have no liability to Employer or any Participant as a consequence of an inaccurate Eligibility Report, and Ameriflex shall not have any obligation to credit Employer for any claims expenses or administrative fees incurred or paid to Ameriflex as a consequence of Employer failing to review Eligibility Reports for accuracy. Ameriflex shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of same.

   Employer shall cooperate with Ameriflex with regard to the collection and reporting of any information regarding a Plan or Plans or any Participant or Participants which is deemed necessary as part of the fulfillment of any reporting obligation imposed upon Ameriflex by any governmental agency. If Employer fails to cooperate as aforementioned, Ameriflex reserves the right to report such failure to the governmental agency requesting the information. Furthermore, in addition to the indemnification obligations imposed elsewhere in this Agreement, Employer shall indemnify Ameriflex for any penalties or other negative actions undertaken by any such agency due to such failure by Employer to cooperate with such collection and reporting efforts by Ameriflex.

B. The parties agree that Employer is fully responsible for the accuracy and completeness of its electronic data submissions to Ameriflex and that the consequences of any error or errors in electronic data transmission made by Employer or its agent shall not be the responsibility of Ameriflex but rather that of Employer.

Outside Plan Representative form, attached as Exhibit B, granting the authority to act for Employer in connection with this Agreement.

2.4 Settlement with Insurers

Employer shall be responsible for the settlement of billing and invoicing issues with insurance carriers arising from COBRA's time allowance for Qualified Beneficiaries to remit premium payments, including but not limited to, issues arising from the provision of Continuation Coverage to Qualified Beneficiaries who fail to remit premiums for such Continuation Coverage in a timely manner. Any efforts to settle such issues via the collection of payments from Qualified Beneficiaries, if any such efforts are necessary for same, will be the sole responsibility of Employer.

Employer shall be fully responsible for the settlement of billing and invoicing issues with insurance carriers arising from Employer's failure to reconcile the notification provided pursuant to Section 2.1.B. with insurer's bills and/or invoices in a timely fashion.

2.5 ***RESERVED***

ARTICLE IIB: EMPLOYER RESPONSIBILITIES REGARDING PLAN ADMINISTRATION (FSA/DCFSA/HRA/HSA/CRA)

2.6 Sole Responsibilities

A. Employer has the sole authority and responsibility for the Plans and their operation, including the authority and responsibility for administering, construing and interpreting the provisions of the Plans and making all determinations thereunder. Employer gives Ameriflex the authority to act on behalf of Employer in connection with the Plans, but only as expressly stated in this Agreement or as otherwise mutually agreed in writing by Employer and Ameriflex. All final determinations as to a Participant's entitlement to Plan benefits, including access to the use of electronic payment cards for the enjoyment of said benefits, are to be made by Employer as well as any determination upon appeal of a denied claim for Plans benefits. Employer is considered the Plan Administrator and Named Fiduciary of the Plans benefits for purposes of ERISA. Employer is considered the administrator of the Plan commuter reimbursement accounts. As administrator, only Employer has the power to waive, alter, breach or modify the terms and conditions of the Plan and shall exercise all discretion and authority with respect to the disposition of available benefits.
B. Without limiting Employer's responsibilities described herein, it shall be Employer's responsibility (as Plan Administrator) and duty to: ensure compliance with COBRA (except where Employer has otherwise engaged Ameriflex to provide COBRA services); amend the Plans as may be necessary to ensure ongoing compliance with applicable law, including but not limited to the 2010 Health Care Act as amended by the 2010 Health Care Reconciliation Act; prepare and file any required tax or governmental returns (including Form 5500 returns) relating to the Plans; determine if and when a valid election change has occurred; execute and retain required Plan and claims documentation; and take all other steps necessary to maintain and operate the Plans in compliance with applicable provisions of the Plans, ERISA, HIPAA, the Code and other applicable federal and state laws.

Furthermore, the parties agree that any such errors or errors requiring manual correction by Ameriflex shall result in the imposition of a Data Correction Fee to be paid by Employer determined by the amount of time undertaken by Ameriflex to correct the error or errors, to wit: $150.00 for the first hour (not prorated) and $30.00 for every quarter-hour thereafter (also not prorated). The parties further agree that any such manual correction shall not be undertaken until notice has been given to Employer that such correction is necessary and Employer has authorized same.

This Data Correction Fee shall be assessed on a transmission-by-transmission basis. That is, errors that occur in subsequent transmissions shall be considered new errors even if they are the same or similar to errors in previous transmissions.

Any such manual correction by Ameriflex shall not absolve Employer of responsibility for any consequences resulting from the error or errors existing prior to the manual correction. Furthermore, the refusal of Employer to authorize such manual correction shall not absolve Employer of any such responsibility.

2.9 Plan Documents and Plan Design

Except in the case of COBRA services, Ameriflex shall provide a single Plan document and a single summary Plan description to Employer for each Plan. Such documents shall be the sole property of Employer. It is Employer's responsibility to ensure that the information contained in these documents reflects the desires of Employer. If the Plan sponsor finds any errors with regard to intended Plan design in these documents, Ameriflex will make necessary corrections as warranted provided timely notice of such errors is given to Ameriflex. Ameriflex, however, reserves the right to decline to make alterations to these documents bearing no direct relation to Plan design (e.g., formatting, grammar, stylistic concerns, and the like). It is the sole responsibility of Employer to ensure that the Plan document is properly executed by a representative of the Plan sponsor and that summary plan descriptions are distributed to Participants in a proper fashion. Employer will notify Ameriflex of any changes to its Plans at least thirty (30) days before the effective date of such changes. If such changes require amendments to the Plan document and are to be made effective before the first day of the subsequent Plan year, Ameriflex shall levy a fee of $150 to amend the Plan document for Employer. Employer may, in its discretion, amend its Plan documents on its own; however, Ameriflex is not responsible for compliance with any Plan document changes of which it is not made aware.

2.10 Liability for Claims

Employer is ultimately responsible for payment of claims made pursuant to, and the benefits to be provided by, the Plans. Ameriflex does not insure or underwrite the liability of Employer under the Plans. Except for expenses specifically assumed by Ameriflex in this Agreement, Employer is responsible for all expenses incident to the Plans.

2.11 - 2.12 ***Reserved***

ARTICLE IIIA: Ameriflex RESPONSIBILITIES - COBRA ADMINISTRATION

3.1 Ameriflex COBRA Administration Services

The obligations of Ameriflex shall encompass the following:

A. Providing accurate COBRA General Rights letters for all new hires enrolled in the Plan with proof or confirmation of mailing within ten (10) business days of receiving complete and appropriate data from Employer.
B. Providing COBRA Specific Rights/Qualifying Events letters, and enrollment forms for all Qualifying Events, to all Qualified Beneficiaries with proof or confirmation of mailing within ten (10) business days of receiving complete and appropriate data from Employer.
C. Providing notices of expiration or termination of Continuation Coverage and notices of conversion rights (if applicable) within ten (10) business days of learning of an applicable terminating event.
D. Receiving and processing duly executed COBRA election forms received from Qualified Beneficiaries.
E. Tracking, monitoring and recording initial election periods for Qualified Beneficiaries.
F. Notifying Employer or Employer-designated enrollment contacts when a Qualified Beneficiary elects Continuation Coverage upon receipt of completed enrollment form and

3.8 Benefits Payments

Ameriflex shall, on behalf of Employer, operate under the express terms of this Agreement and the Plans. Ameriflex shall initially determine if persons covered by the Plans (as described in the Eligibility Reports) are entitled to benefits under the Plans and shall pay benefits from the Plans in its usual and customary manner to Participants. Ameriflex shall have no duty or obligation with respect to claims incurred prior to the Effective Date ("Prior Reimbursement Requests"), if any, and/or administration of the Plans or other services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date.

Employer agrees that:

A. Ameriflex has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration;
B. Employer will be responsible for processing Prior Reimbursement Requests (including any run-out claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements; and
C. Employer shall indemnify and hold Ameriflex harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

first complete premium payment. Such notification can include the provision of and/or access to online reporting to Employer.

G. When requested by Employer, preparing coupon booklets for Qualified Beneficiaries who elect Continuation Coverage.
H. Tracking and monitoring the 45-day retroactive payment period for Qualified Beneficiaries in their election period.
I. Tracking and monitoring monthly premium payments and 30-day grace periods for Qualified Beneficiaries.
J. Collecting monthly premiums and remitting same to Employer on a monthly basis.
K. Determining the duration of Continuation Coverage.
L. Notifying the Employer-designated enrollment contacts promptly of any coverage termination of a Qualified Beneficiary who has previously elected Continuation Coverage. Such notification can include the provision of and/or access to online reporting to the Employer-designated contact.
M. Providing reporting functionality to Employer regarding Qualified Beneficiary status levels, payments and remittances.
N. Providing ARRA notifications and/or election periods to all Employer-identified eligible AEIs and ineligible QBs, and tracking applicable AEI subsidies.
O. Upon timely request by Employer and subject to the pricing terms in Exhibit D, sending open enrollment information to COBRA participants and processing same.

3.2 ***Reserved***

3.3 Maintenance of Roster of Qualified Beneficiaries

Ameriflex will establish, maintain, and update a roster containing the names of all Qualified Beneficiaries who elect Continuation Coverage under the Plan and provide such roster to Employer on monthly basis.

3.4 Remission of Premium Payment

Ameriflex will maintain and render accounting of the premiums received from Qualified Beneficiaries for Continuation Coverage, and remit the amounts collected, minus the statutory 2% administration fee, to Employer at such times and in such manner as may be agreed upon by Ameriflex and Employer, but not more frequently than monthly.

3.5 ***Reserved***

ARTICLE IIIB: Ameriflex RESPONSIBILITIES - Plan Administration (FSA/DCFSA/HRA/HSA/CRA)

3.6 Sole Responsibilities

The sole responsibilities of Ameriflex shall be as described in this Agreement (including the obligations listed in any Exhibit to this Agreement).

3.7 Service Delivery

Ameriflex shall provide customer service personnel by telephone during normal business hours as determined by Ameriflex, and shall provide electronic administrative services. Ameriflex shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, act of terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

3.9 ***Reserved***

3.10 Reporting

Ameriflex shall from time to time make available to Employer via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts. Ameriflex shall also make available to Participants electronic access to reports showing their individual payment history and the amounts and transactions in their individual accounts.

3.11 ***Reserved***

3.12 ***Reserved***

3.13 Recordkeeping

Ameriflex shall maintain, for the duration of this Agreement, the usual and customary books, records and documents, including electronic records, that relate to the Plans and its Participants that Ameriflex has prepared or that have otherwise come within its possession. These books, records, and documents, including electronic records, are the property of Employer, and Employer has the right of continuing access to them during normal business hours at Ameriflex's offices with reasonable prior notice. If this Agreement terminates, Ameriflex may deliver, or at Employer's request, will deliver all such books, records, and documents to Employer, subject to Ameriflex's right to retain copies of any records it deems appropriate. Employer shall be required to pay Ameriflex reasonable charges for transportation or duplication of such records. Provided, however, that upon termination of this Agreement, Ameriflex must destroy or return to Employer all PHI, including PHI that is in the possession of subcontractors or agents of Ameriflex. If it is infeasible to return or destroy PHI, Ameriflex shall provide to Employer notification of the conditions that make return or destruction infeasible. Upon Employer's agreement that return or destruction of PHI is infeasible, Ameriflex shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Ameriflex retains such PHI. Ameriflex shall pay all storage charges for any such PHI for so long as Ameriflex retains such PHI.

3.14 Standard of Care

Ameriflex shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If Ameriflex makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, Ameriflex shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, Ameriflex will not be liable for such payment, unless Ameriflex would otherwise be liable under another provision of this Agreement, including but not necessarily limited to, Section 4.2.

3.15 Notices to Employer

Upon request of Employer, Ameriflex shall provide to Employer all notices (including any required opt-out notice) reflecting its privacy policies and practices.

3.16 Non-Discretionary Duties; Compliance Obligations; Additional Duties

Ameriflex and Employer agree that the duties to be performed hereunder by Ameriflex are non-discretionary duties. Ameriflex is merely a claims-paying agent of Employer. While Ameriflex may provide information to Employer from time to time, such information shall not be construed as legal, accounting or other professional advice. Any and all compliance obligations with regard to the Plans are the ultimate responsibility of Employer and Employer is obligated to consult with its own professional advisors as to what those obligations might be and how they should be met. Ameriflex and Employer may agree to additional duties in writing as may be specified in the Exhibits from time to time.

ARTICLE IV: INDEMNIFICATION PROVISIONS

4.1 Indemnification by Employer

Employer agrees to indemnify and hold harmless Ameriflex from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs, charges, expenses, (including but not limited to, reasonable attorneys' fees), judgments, and settlements that Ameriflex sustains as a result of any act or omission of Employer in connection with this Agreement. Employer will not be obligated to indemnify Ameriflex if it is determined that a judgment, determination, or settlement in litigation was entered into as a result of an act or omission by Ameriflex that was:

A. Criminal or fraudulent; or

4.3 Survival of Provision

The provisions of this Article will survive the termination of this Agreement.

B. A negligent, reckless or intentional disregard of Ameriflex's obligations under this Agreement.

Notwithstanding the foregoing, Employer will indemnify and hold Ameriflex harmless to the extent Employer concurred in, instructed, directed, or caused such acts or omissions by Ameriflex whether by its own acts, its own omissions, or both.

4.2 Indemnification by Ameriflex

Ameriflex agrees to indemnify and hold harmless Employer from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs, charges, expenses, judgments, and settlements that Employer sustains as a result of any act or omission of Ameriflex in connection with the performance of services under this Agreement, provided that such acts or omissions do not arise out of or relate to verbal or written instructions or procedures supplied by Employer.

Ameriflex will not be obligated to indemnify Employer if it is determined that a judgment, determination, or settlement in litigation was entered into as a result of an act or omission by Employer which was:

A. Criminal or fraudulent;
B. A negligent, reckless or intentional disregard of Employer's obligations under this Agreement; or
C. A decision election to proceed against any recommendation, advice or guidance of Ameriflex.

Notwithstanding the foregoing, Ameriflex will indemnify and hold Employer harmless to the extent Ameriflex concurred in, instructed, directed, or caused such acts or omissions by Employer whether by its own acts, its own omissions, or both.

Ameriflex's liability to Employer (including its agents and brokers of record), in any case or administrative action, whether arising in contract, tort (including, without limitation, negligence and strict liability) or otherwise, shall be limited, with the exception of any punitive damages that may be awarded by any judicial authority and with the exception of any fees, fines or penalties of any nature imposed by any federal governmental authority (including but not limited to the DOL and the IRS) to the amount equal to the total fees paid by Employer (including its agents and brokers of record) under this Agreement in the twelve (12) months prior to the incident. In no event shall Ameriflex be liable for special, incidental, indirect, consequential, or exemplary damages. In addition, Employer shall reimburse Ameriflex for any reasonable costs and expenses, including without limitation, those costs or expenses related to compliance with any third party subpoena or other discovery request, as a result of any litigation or third-party investigation of the acts or practices of Employer which is not the result of any acts or omissions by Ameriflex.

ARTICLE V: BUSINESS LOSS COVERAGE

Subject to the terms of this section, Ameriflex shall reimburse Employer in the amount of any aggregate loss ("Business Loss") resulting from Employer's offering a health FSA pursuant to this Agreement, such loss to be defined as the amount by which the total claims made against the Employer's health FSA over the course of the Plan year surpass the "Employee Contributions," (defined as the total salary reductions (plus any COBRA-related health FSA premiums) contributed by health FSA participants) plus the payroll tax (FICA) savings enjoyed by Employer by virtue of such salary reductions.

A. Employer must be in compliance with all terms of this Agreement throughout the Plan year. Furthermore, Employer must participate in the automatic settlement program for purposes of the Health FSA throughout the Plan year. Notwithstanding the foregoing, for public sector clients opting for a three-year Term only, such participation in the automatic settlement program is not required.
B. Employer must inform Ameriflex of its intent to claim a Business Loss within thirty (30) days of the end of the health FSA Plan year, or in the case of a health FSA with a grace period, within thirty (30) days of the expiration of such grace period, using a form provided by an Account Executive or online for that purpose. Employer must be an active health FSA client of Ameriflex on the date the claim is made.
C. Amounts that are carried over to a subsequent Plan year shall not count as claims made against Employer's health FSA for the previous Plan year for purposes of determining a Business Loss, nor shall amounts carried over to a subsequent Plan year count as an Employee Contribution for such purposes.
D. This Business Loss coverage is only available for health FSAs offered over the course of a 12-month Plan year. No such coverage is available for health FSAs offered over the course of a "short Plan year."

E. No Business Loss Coverage shall be made available if any of the Business Loss is attributable to employee termination, reductions of hours or other actions undertaken by Employer for the primary purpose of experiencing and/or enhancing such Business Loss.
F. In the event that a Business Loss claim is made and Ameriflex approves such claim, Employer shall have the option of receiving a lump sum payment or having such amount credited against administrative fees charged by Ameriflex to Employer for health FSA administration in the subsequent Plan year.

ARTICLE VIA: COBRA ADMINISTRATION SERVICE FEES

6.1 Initial Case Set-Up Fee

An initial case set-up fee specified in Exhibit D, attached hereto and made a part hereof, will become payable to Ameriflex at the time this Agreement is executed.

6.2 Service Fee

A service fee specified in Exhibit D will be paid by Employer to Ameriflex. For Renewal Terms only, Ameriflex reserves the right to increase or modify the service fee at any time upon thirty (30) days notice to Employer, but no more than once every twelve (12) months. The service fee will be paid regardless of whether a Qualified Beneficiary electing Continuation Coverage pays the premiums for such Continuation Coverage for the period billed or the month enrolled in such Continuation Coverage. Ameriflex shall have the right to increase service fees after the first year of service, on an annual basis up to three percent (3%).

6.3 Additional Fees

Charges for additional services requested by Employer not included in this Agreement will be agreed upon prior to the performance of such services by Ameriflex.

6.4 When Fees Are Payable

Ameriflex will transmit an invoice to Employer for service fees on a monthly or periodic basis and will transmit invoices to Employer for additional services immediately following the performance of such services. Payment of services is due upon receipt of such invoice.

6.5 ***Reserved***

6.6 COBRA Administration Fee

Ameriflex will retain the 2% COBRA Administration fee paid by the Qualified Beneficiary. Ameriflex will also retain the 2% COBRA Administration fee for individuals on a COBRA disability extension. Ameriflex will remit to Employer the additional allowable 50% (after the initial eighteen (18) month continuation period has expired) payable during a period of disability extension.

ARTICLE VIB: PLAN ADMINISTRATION SERVICE FEES (FSA/DCFSA/HRA/HSA/CRA)

6.7 Service Charges

The amounts of the monthly service charges of Ameriflex are described in the applicable Exhibits. For Renewal Terms only, Ameriflex reserves the right to increase or modify the service fee at any time upon thirty (30) days notice to Employer, but no more than once every twelve (12) months. Notwithstanding the foregoing, Ameriflex may also change the monthly service charges as of the date any change is made in the Plans. Employer acknowledges that Ameriflex has disclosed all sources of income to it pursuant to the administration of the Plan. Ameriflex shall have the right to increase service fees after the first year of service, on an annual basis up to three percent (3%).

6.8 Billing of Charges

All service charges of Ameriflex, whether provided for in this or any other Section, shall be billed separately from statements for payment of claims so that proper accounting can be made by Employer of the respective amounts paid for claims and for administrative expenses.

6.9 Payment of Charges

Employer shall provide bank instructions for the use of Automated Clearing House ("ACH") for the automated collection of the fees described in this Article. Ameriflex will transmit an invoice to Employer for service fees on a monthly or periodic basis as agreed upon and will transmit invoices to Employer for additional services immediately following the performance of such services, for the amount to be debited. If Employer does not provide bank instructions for the use of ACH, Ameriflex will submit an invoice to Employer and payment of each invoice is due upon receipt. Ameriflex reserves the right to charge a $35 late fee, and to charge interest on the outstanding balance, on all unpaid invoices thirty (30) days past due and Employer will be liable for all reasonable collection and attorneys' fees arising out of Employer's failure to remit full payment.

ARTICLE VII. BENEFIT PROGRAM PAYMENT; EMPLOYER'S FUNDING RESPONSIBILITY FOR PLAN ADMINISTRATION (FSA/DCFSA/HRA/HSA/CRA)

7.1 Payment of Benefits

The Employer's health FSA and/or its HRA shall be considered unfunded Plans. Each week or at such other interval as mutually agreed upon, Ameriflex will notify Employer of the amount needed to pay approved benefit claims and Employer shall pay or transfer into the bank account the amount needed for the payment of Plans benefits. Employer shall enter into such agreements and provide instructions to its bank as are necessary to implement this Section 7.1. Ameriflex shall have sole authority to provide whatever notifications, instructions, or directions as may be necessary to accomplish the disbursement of such Plans funds to or on behalf of Participants in payment of approved claims.

7.2 Funding of Benefits

Funding for any payment on behalf of the Participants under the Plans, including but not limited to, all benefits to Participants in accordance with the Plans, is the sole responsibility of Employer, and Employer agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Plans, including claims for reimbursement for covered expenses, if such expenses are incurred and the claim is presented for payment during the term of this Agreement. Employer shall provide to Ameriflex all benefit claims funding amounts as chosen during implementation or as agreed to on a funding form, an order form or other similar form. Employer agrees that any funding submitted to Ameriflex shall be comprised of general assets, does not consist of Plan assets or participant/employee contributions within the meaning of ERISA and shall not be segregated by Ameriflex.

ARTICLE VIII: GENERAL PROVISIONS

8.1 Notices/Communications

All notices, certificates, or other communications hereunder, which do not relate to any of the "service" terms of Articles II or III, will be sufficiently given and will be deemed given when mailed by certified or registered mail, postage prepaid with proper address, at such addresses as either party may designate in writing to the other from time to time for such purposes. Ameriflex and Employer may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them will be sent when required as contemplated by this Agreement.

Employer agrees that Ameriflex may communicate confidential, protected, privileged or otherwise sensitive information to Employer and specifically agrees to indemnify Ameriflex and hold it harmless: (1) for any such communications directed to Employer through the Named Contact attempted via telefax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and (2) from any claim for the improper use or disclosure of any PHI by Ameriflex if such PHI is used or disclosed in a manner consistent with its duties and responsibilities hereunder.

Unless otherwise agreed to in writing, Employer agrees that Ameriflex may deliver or furnish information to Participants by print or electronic media, including but not limited to, electronic message, intranet or internet websites.

8.2 Severability

The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

8.3 Survival of Obligations

The parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

8.4 Termination of Agreement

A. This Agreement, with respect to COBRA Administration, will terminate upon the first to occur of the following:
   1. The expiration of thirty (30) days after written notice has been given by Employer or Ameriflex to the other party that Employer or Ameriflex has breached any material obligation under this Agreement, and such breach has not been cured after such notice has been given;
   2. The date specified in a written notice given by Ameriflex to Employer of Ameriflex's termination of this Agreement due to Employer's failure to remit to Ameriflex charges for services; or,
   3. The end of the 36-month period referenced in Section 1.1 if Employer or Ameriflex has given the other party at least thirty (30) days written notice of its intent to terminate the Agreement at the end of such period.

B. In the event of termination of this Agreement, Ameriflex will, unless Employer and Ameriflex otherwise agree:
   1. Complete the processing of all amounts received by Ameriflex as premiums payable by those who have elected Continuation Coverage prior to the termination, except that Ameriflex shall not be responsible for the termination of Qualified Beneficiaries from Continuation Coverage beyond the date of the termination of this Agreement;
   2. Release to Employer in any reasonably usable format agreed to by the parties, all necessary records and files relating to billings, and in-force records that have been developed and maintained by Ameriflex pursuant to this Agreement; and
   3. Deliver to Employer all unused materials, equipment, and specifications that were furnished by Employer. Employer will fulfill all lawful obligations with respect to policies affected by this Agreement, regardless of any dispute between Employer and Ameriflex.
   4. Ameriflex and Employer agree that Ameriflex shall not be in any way responsible for the termination of QBs from Continuation Coverage beyond the date of the termination of this Agreement.

C. If Ameriflex performs any services pursuant to this Agreement following its termination, including but not limited to services described in this Section 8.4, Ameriflex will be entitled to its fees or other charges on the same basis as if this Agreement has continued in effect for the period during which such services were performed. Ameriflex will transmit an

8.7 Choice of Law

This Agreement and the obligations of Employer and Ameriflex will be governed and construed in accordance with the laws of the state in which Ameriflex is headquartered.

8.8 Arbitration and Limitations on Actions

Any controversy or claim arising out of or relating to this Agreement between Employer and Ameriflex, or the breach thereof, shall be subject to non-binding arbitration prior to the filing of a complaint in a court of law; provided, however, that such arbitration shall be final and binding and may be enforced in any court with the requisite jurisdiction if the parties agree in advance, in writing, that such arbitration shall have final, binding effect. All arbitration, whether binding or non-binding, shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in a location within a fifty (50) mile radius of the city in which Ameriflex is headquartered. Neither party to this agreement may file such an arbitration request against the other party more than three (3) years after the act or omission giving rise to the action, nor may either party file a claim against the other party more than three (3) years after the act or omission giving rise to the action.

8.9 Audits

Each party shall be authorized to perform audits of the records of payment to all Participants and other data specifically related to performance of the parties under this Agreement upon thirty (30) day prior written notice to the other. Audits shall be performed during normal working hours. Audits may be performed by an agent of either party provided such agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Employer acknowledges and agrees that if it requests an audit, it shall reimburse Ameriflex for Ameriflex's reasonable expenses, including copying and labor costs, in assisting Employer to perform the audit. Each party also agrees to provide such additional information and reports as the other party shall reasonably request. In no event, however, shall Employer have access to Ameriflex's individual payroll and personnel files, any information relating to Ameriflex's other clients, or any of Ameriflex's overhead costs or related information.

8.10 Non-Disclosure of Proprietary Information

A. Employer and Ameriflex each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and/or confidential information of such party. Employer and Ameriflex agree that each party shall: (1) keep such proprietary and/or confidential information of the other party in strict confidence; (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (3) not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).

B. Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information of such party for purposes hereof: (1) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. For purposes of this Section 8.10, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and marked as confidential and/or proprietary or words of similar import) and information disclosed verbally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records, and correspondence concerning the parties' respective businesses or finances. The terms and conditions of this Section 8.10 shall survive the termination of this Agreement.

8.11 Designation of OPR Form

For purposes of the execution of this Agreement, Ameriflex will only accept the signature of a broker or other designated agent if a duly authorized representative of Employer executes the Designation of OPR form attached to this Agreement as Exhibit B. In accordance with the terms of this form, such designation shall also operate as a designation of an agent for purposes of Plan administration, meaning that Employer executing such form authorizes the agent to act on behalf of the Plan Administrator for Employer's Plans.

invoice to Employer for services rendered following termination of this Agreement, and this invoice will be payable upon receipt.

D. This Agreement, with respect to FSA/DCFSA/HRA/HSA/CRA Administration will terminate upon the first to occur of the following:
   1. The expiration of thirty (30) days after written notice has been given by Employer or Ameriflex to the other that Employer or Ameriflex has breached any material obligation under this Agreement, and such breach has not been cured after such notice has been given;
   2. The date specified in a written notice given by Ameriflex to Employer of Ameriflex's termination of this Agreement due to Employer's failure to remit to Ameriflex charges for services; or,
   3. The end of the 36-month period referenced in Section 1.1 if Employer or Ameriflex has given the other party at least thirty (30) days written notice of its intent to terminate this Agreement at the end of such period.

   If any or all of the Plans are terminated, Employer and Ameriflex may mutually agree in writing that this Agreement shall continue for the purpose of payment of any Plans benefit, expense, or claims incurred prior to the date of Plans termination. In addition, Employer and Ameriflex may mutually agree in writing that this Agreement shall continue for the purpose of payment of any claims for which requests for reimbursements have been received by Ameriflex before the date of such termination. If this Agreement is continued in accordance with this subsection D, Employer shall pay the monthly service charges incurred during the period that this Agreement is so continued and a final termination fee equal to the final month's service charge. This Agreement shall continue as provided by and subject to Section 3.13 if the return or destruction of PHI is determined to be infeasible.

E. Nothing in Section 8.4 shall be construed to prevent Ameriflex from correcting any errors in administration, material or otherwise, within a reasonable period of time not to exceed thirty (30) days from notice of the error.

F. Nothing in this Section 8.4 shall be construed to prevent Ameriflex from cancelling or terminating this Agreement prior to implementation, if implementation of the Services and/or Plans is not feasible to administer as Employer requests.

G. Termination of this Agreement shall result in the return to Employer of any Employer-provided funds to the extent that such funds exceed the obligations of Ameriflex under this Agreement, and (except in cases of termination pursuant to the terms of Section 8.4.D.1.) minus a transition fee for the purpose of undertaking the transfer and/or closing-out of the Plan(s) on Employer's behalf. Such return of funds shall be effectuated upon the receipt by Ameriflex of a letter from an authorized representative of Employer on Employer's letterhead requesting same upon or after the conclusion of any applicable run-out period.

H. When a group terminates with Ameriflex they must send a letter (on their letterhead) to Ameriflex requesting the release of their prefund dollars. This letter must be sent after the runout period for the terminated group.

I. Nothing in this Section 8.4 shall prevent Employer from exercising its rights to terminate this Agreement without penalty under the terms of Section 8.14.

J. FOR MULTIYEAR AGREEMENTS IN WHICH EMPLOYER USES THE "PREFERRED FUNDING" FUNDING OPTION ONLY: Employer agrees that any early termination of this Agreement, for reasons other than that described in Section 8.4(d)(1), Ameriflex shall levy an early termination fee in the amount of the average invoice amount for the last three (3) invoices sent immediately before the notice of such termination is provided, multiplied by the number of months remaining in this Agreement, such amount to be paid by Employer within thirty (30) days after the early termination.

8.5 No Waiver

Employer's or Ameriflex's failure to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege in the future.

8.6 Counterparts/Facsimile

The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

8.12 Business Associate Agreement

A Business Associate Agreement is included in the Agreement as Exhibit A. The execution of this Agreement shall also operate as an execution of said Business Associate Agreement.

8.13 Escheatment

Employer is responsible for compliance with all escheatment obligations.

8.14 Changes to Agreement

In the event of changes to federal or state laws or regulations affecting any, some or all of the Selected Services, Ameriflex may make changes to this Agreement with thirty (30) days' notice to Employer. If, within thirty (30) days of the notification of the change or changes, Employer elects to terminate this Agreement, Employer may do so within thirty (30) days of such notification without penalty.

8.15 Entire Agreement

This Agreement is entire and complete as to all of its terms and supersedes all previous agreements, promises, proposals and representations made between the parties, including any verbal or written representations made by any representatives and/or agents of Ameriflex, or any marketing materials, advertising or other media. It may be executed in duplicate counterparts, each of which may be considered as original and fully enforceable. Except as otherwise provided in Section 8.4, no termination, revocation, waiver, modification, or amendment of this Agreement will be binding unless agreed to in writing and signed by Employer and Ameriflex.

IN WITNESS WHEREOF, Employer and Ameriflex have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

By: _____

By: _____

Title: TOWN SUPERVISOR

Employer: TOWN OF ROTTERDAM

Date: DEC. 13 2019

INTERFLEX PAYMENTS, LLC DBA AMERIFLEX

By: /s/ William Short

William Short
Title: CEO

EXHIBIT A:
Business Associate Agreement

RECITALS

I. Employer, as a plan sponsor of health benefit plans, is required to enter into a Business Associate Agreement to obtain satisfactory assurances that Ameriflex, a Business Associate under the Health Insurance Portability and Accountability Act ("HIPAA"), will appropriately safeguard all Protected Health Information ("PHI") as defined herein, disclosed, created or received by Ameriflex on behalf of Employer.

II. Employer desires to engage Ameriflex to perform certain functions described in the Administrative Services Agreement ("Agreement") of which this BA Agreement is a part, for, or on behalf of Employer involving the disclosure of PHI by Employer to Ameriflex, or the creation or use of PHI by Ameriflex, and Ameriflex desires to perform such functions.

III. Ameriflex may be considered an organization that provides data transmission of Protected Health Information to Employer and requires access on a routine basis to Protected Health Information. As required under Section 13408 of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act" or "HITECH"), Ameriflex will be treated as a Business Associate of Employer.

TERMS OF AGREEMENT

I. **Definitions of Words and Phrases Used Herein**

a. *Breach.* "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402.
b. *Breach Notification Rule.* "Breach Notification Rule" shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, subparts A and D.
c. *Business Associate.* "Business Associate" shall mean Ameriflex.
d. *Covered Entity.* "Covered Entity" shall mean Employer.
e. *Electronic Protected Health Information.* "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103.
f. *Electronic Transactions Rule.* "Electronic Transactions Rule" shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
g. *Enforcement Rule.* "Enforcement Rule" shall mean the Enforcement Provisions set forth in 45 CFR Part 160.
h. *Genetic Information.* "Genetic Information" shall have the same meaning as the term "genetic information" in 45 CFR § 160.103.
i. *HHS.* "HHS" shall mean the Department of Health and Human Services.
j. *HIPAA Rules.* "HIPAA Rules" shall mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.
k. *HITECH Act.* "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.
l. *Privacy Rule.* "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and E.
m. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this BA Agreement.
n. *Required by Law.* "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
o. *Security Incident.* "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304.
p. *Security Rule.* "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C.
q. *Subcontractor.* "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR § 160.103.
r. *Transaction.* "Transaction" shall have the meaning given as the term "transaction" in 45 CFR a. 160.103.
s. *Unsecured Protected Health Information.* "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR § 164.402

II. **Privacy and Security of Protected Health Information**

a. **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information for the purpose of executing its obligations to Employer as set forth in the Agreement.
    i. **Business Associate's Operations.** Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out Business Associate's legal responsibilities, provided that:
        A. The disclosure is Required by Law; or
        B. Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Protected Health Information that the person or entity will:
            1. Hold the Protected Health Information in confidence and use or further disclose the Protected Health Information only for the purpose for which Business Associate disclosed Protected Health Information to the person or entity or as Required by Law; and
            2. Promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Protected Health Information was breached.
    ii. **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.
b. **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Protected Health Information, except as permitted or required by this BA Agreement or in writing by Covered Entity or as Required by Law. This BA Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted for Business Associate's proper management and administration, as described above.
c. **Information Safeguards.**
    i. **Privacy of Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BA Agreement. To any extent the parties

agree or have agreed that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with requirements of the Privacy Rule that apply.

ii. **Security of Covered Entity's Electronic Protected Health Information.** Business Associate will comply with the Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf.

d. **Subcontractors.** Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard Protected Health Information created, received, maintained, or transmitted on behalf of Business Associate; and to apply the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information.

e. **Prohibition on Sale of Protected Health Information.** Business Associate shall not engage in any sale (as defined in the HIPAA rules) of Protected Health Information unless express, written permission for same is granted by any affected individual.

f. **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

III. **Compliance With Electronic Transactions Rule.** If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

IV. **Individual Rights.**

a. **Access.** Business Associate will, within twenty-eight (28) calendar days following Covered Entity's request, make available to Covered Entity (or, at Covered Entity's written direction, to an individual or the individual's designee) for inspection and copying Protected Health Information about the individual that is in a Designated Record Set in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR § 164.524.

If Covered Entity requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR § 164.524.

b. **Amendment.** Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of an individual's Protected Health Information that is in a Designated Record Set in the custody or control of Business Associate, so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.

c. **Disclosure Accounting.** To allow Covered Entity to meet its obligations to account for disclosures of Protected Health Information under 45 CFR § 164.528:

i. **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

ii. **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Protected Health Information if Covered Entity need not account for such disclosures under the HIPAA Rules.

iii. **Disclosure Information.** With respect to any disclosure by Business Associate of Protected Health Information that is not excepted from disclosure accounting under the HIPAA Rules, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

1. **Disclosure Information Generally.** Except for repetitive disclosures of Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

2. **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

d. **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within fifty-six (56) calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

e. **Restriction Agreements and Confidential Communications.** Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Business Associate will comply with any notice from Covered Entity to (1) restrict use or disclosure of Protected Health Information pursuant to 45 CFR § 164.522(a), or (2) provide for confidential communications of Protected Health Information pursuant to 45 CFR § 164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communications obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction or confidential communications requirement and, with respect to termination of any such restriction, instruct Business Associate whether any of the Protected Health Information will remain subject to the terms of the restriction agreement.

V. **Breaches and Security Incidents**

a. **Impermissible Use or Disclosure.** Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement not more than ten (10) calendar days after Business Associate discovers such non-permitted use or disclosure.

b. **Breach of Unsecured Protected Health Information.** Business Associate will report to Covered Entity any potential Breach of Unsecured Protected Health Information not more than ten (10) calendar days after discovery of such potential Breach. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR § 164.410. Business Associate will make the report to Covered Entity's Privacy Officer. If a delay is requested by a law-enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:

1. Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
2. Identify the types of Protected Health Information that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);
3. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
4. Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;
5. Identify what steps the individuals who were subject to a Breach should take to protect themselves; and
6. Provide such other information, including a written report and risk assessment under 45 CFR § 164.402, as Covered Entity may reasonably request.

c. **Security Incidents.** Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate will make this report on a per-incident basis, except if any such Security Incident resulted in a disclosure not permitted by this BA Agreement or Breach of Unsecured PHI, Business Associate will make the report in accordance with the provisions set forth above.

d. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect known to Business Associate resulting from a use or disclosure in violation of this Agreement.

VI. **Term and Termination.**

a. **Term.** This BA Agreement shall be effective as of the Effective Date of the Agreement and shall terminate as of the date the Agreement terminates, subject to any "wrap-up" provisions regarding the protection and destruction of Protected Health Information where applicable.

b. **Right to Terminate for Cause.** Covered Entity may terminate this BA Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this BA Agreement, and after written notice to Business Associate of the breach, Business Associate has failed to cure the breach within ten (10) calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination. These termination terms shall override any termination terms in the Agreement.

c. **Treatment of Protected Health Information on Termination.**

i. **Return or Destruction of Covered Entity's Protected Health Information Is Feasible and Consistent With Record Retention Rules.**
Upon termination of this BA Agreement, Business Associate will, if feasible and if consistent with relevant record retention laws and rules regarding employee benefit plans, return to Covered Entity or destroy all Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of any Subcontractors of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information that could be returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than sixty (60) calendar days following the effective date of the termination or other conclusion of this BA Agreement.

ii. **Procedure When Return or Destruction Is Not Feasible or Consistent with Record Retention Rules.**
Business Associate will identify any Protected Health Information, including any Protected Health Information that Business Associate has disclosed to Subcontractors, that cannot feasibly or compliantly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such Protected Health Information to those purposes that make return or destruction of such Protected Health Information infeasible or noncompliant. Business Associate will complete these obligations as promptly as possible, but not later than sixty (60) calendar days following the effective date of the termination or other conclusion of this BA Agreement.

iii. **Continuing Privacy and Security Obligation.**
Business Associate's obligation to protect the privacy and safeguard the security of Protected Health Information as specified in this BA Agreement will be continuous and survive termination or other conclusion of this BA Agreement.

VII. **General Provisions.**

a. **Definitions.** All terms that are used but not otherwise defined in this BA Agreement shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.

b. **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to Covered Entity and to HHS to determine compliance with the HIPAA Rules.

c. **Amendment to Agreement.** This BA Agreement may be amended only by a written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.

d. **No Third-Party Beneficiaries.** Nothing in this BA Agreement shall be construed as creating any rights or benefits to any third parties.

e. **Interpretation.** Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under the HIPAA Rules.

f. **Governing Law, Jurisdiction, and Venue.** This BA Agreement shall be governed by the law of the state of Texas except to the extent preempted by federal law.

g. **Severability.** The invalidity or unenforceability of any provisions of this BA Agreement shall not affect the validity or enforceability of any other provision of this BA Agreement, which shall remain in full force and effect.

h. **Construction and Interpretation.** The section headings contained in this BA Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this BA Agreement.

i. **Notices.** All notices and communications required by this BA Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.

j. **Entire Agreement.** This BA Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or verbal, with regard to this same subject matter.

EXHIBIT B: Designation of Outside Plan Representative

*****NOTE: This form is OPTIONAL. Leave this form blank if no representative will be designated for the plan outside of the Employer.*****

PLEASE CHOOSE ONE OF THE FOLLOWING OPTIONS:

___ There will be no representative designated for the Plan outside of Employer

___ An OPR was already designated in the New Client Application

___ An OPR will be designated as follows:

I,, (Title): , of

(Employer): designate (Name):

of , as an outside Plan representative ("OPR") with regard to the Plan(s).

The following terms and conditions shall apply to this designation:

1. Plan Administrator. The OPR shall be deemed a "plan administrator" for the Plan, including but not limited to, the power to make discretionary decisions regarding the Plan and/or participants in the Plan, including the proper application of any relevant federal, state or local laws to the Plan and/or participants in the Plan.
2. Access to Protected Health Information. The OPR shall, in his, her or its capacity as OPR, have the same access to Protected Health Information, as defined in the Business Associate Agreement or elsewhere in the Agreement, as a Plan Administrator would. Employer acknowledges that it has executed a Business Associate Agreement of its own with OPR detailing the protections the OPR will afford to any Protected Health Information received from Ameriflex and that a copy of such Business Associate Agreement has been provided to Ameriflex. (PLEASE NOTE: Where applicable, it is the responsibility of the Plan Administrator to have a duly executed Business Associate Agreement in place with the Outside Plan Representative protecting the privacy and security of the Protected Health Information referenced in this paragraph.) Notwithstanding the foregoing, Ameriflex shall reserve both the right to exercise its discretion with regard to the provision of Protected Health Information to OPR as well as the right to consult with Employer with regard to the same at any time.
3. No Obligation to Notify. Ameriflex shall consider any directives made by OPR with regard to the Plan and/or participants in the Plan to be directives made by Employer and shall be required to act accordingly. Ameriflex shall have no obligation to notify Employer of any such directives made by OPR, nor shall any approval be required from Employer before acting on any such directives.
4. Indemnification. Employer shall fully protect, defend and indemnify Ameriflex for any act or omission of Ameriflex resulting from any directive made by OPR to Ameriflex within the scope of the powers granted in Sections 1 and 2 of this document.
5. Revocation. The designation of OPR shall remain in effect perpetually. This designation can be revoked at any time with written notice of same to Ameriflex. Notwithstanding the foregoing, Ameriflex shall not be responsible for any act or omission resulting from any directive made by OPR within the scope of the powers granted in Section 1 of this document before such time as Ameriflex acknowledges receipt of any such revocation.

EXHIBIT C: Information Required by Ameriflex for the Administration of COBRA

PLEASE NOTE: The Employer's use of a third party to provide the below information to Ameriflex does not absolve the Employer of its responsibilities to provide timely and accurate information to Ameriflex.

1. Ameriflex Administrative Services Agreement signed by an authorized agent of Employer. [As soon as Ameriflex has been selected as COBRA Administrator]
2. Completed New Client Application. [As soon as Ameriflex has been selected as COBRA Administrator]
3. New Plan Member information (i.e. people who enroll in the health plan as employees) [Within 30 days of employee's enrollment in the company plan]
    a. The following information must be provided for each covered employee, spouse and dependant(s):
        i. Name, Last-Known Mailing Address, DOB, Social Security Number, Contact Information
        ii. Date of hire
        iii. Date of original plan enrollment
        iv. Gender
        v. NOTE: Please verify that all information is current and correctly spelled. Mis-information can cause errors and delays in processing.
4. Takeover Qualified Beneficiary/Assistance Eligible Individual information [Upon completion of Employer Application and Administrative Services Agreement]
    a. The following information must be provided for each QB, including spouse and dependant(s):
        i. Name, Last-Known Mailing Address, DOB, Social Security Number, Contact Information
        ii. Relationship to covered employee (if spouse/dependant)
        iii. Date and Type of Qualifying Event
        iv. Date of hire
        v. Date of original plan enrollment
        vi. Date of original Specific Rights Notice/Qualifying Events Notice
        vii. Gender
        viii. Specific group health plan information (i.e. the enrolled plan(s) before the QE)
        ix. Paid-through date (if QB has elected COBRA) - Ameriflex will begin billing the month after the paid-through date.
        x. Employer subsidies, if any
        xi. NOTE: Please verify that all information is current and correctly spelled. Mis-information can cause errors and delays in processing.
5. New Qualified Beneficiary/Assistance Eligible Individual information [Within 15 days of receiving notice of the Qualifying Event]
    a. The following information must be provided for each QB, including spouse and dependant(s):
        i. Name, Last-Known Mailing Address, DOB, Social Security Number, Contact Information
        ii. Relationship to covered employee (if spouse/dependant)
        iii. Date and Type of Qualifying Event
        iv. Date of hire
        v. Date of original plan enrollment
        vi. Gender
        vii. Specific group health plan information (i.e. the enrolled plan(s) before the QE)
        viii. Employer subsidies, if any
        ix. NOTE: Please verify that all information is current and correctly spelled. Mis-information can cause errors and delays in processing.
6. Group Health Plan information including each current plan option, plan levels, dependent status, current premium amounts, plan year dates, policy number, and policy contract dates [During initial implementation and 30 days before plan renewals].
    a. NOTE: If Ameriflex does not receive updated plan info/renewal rates 30 days prior to the plan renewal, participants cannot be properly billed and may lose coverage. The Department of Labor has said that COBRA participants cannot be back-billed for retroactive premium increases.
    b. NOTE: If Employer offers an HRA or Medical FSA, it must be offered to QBs. Please include an HRA or Medical FSA as a separate plan. Employer should use an actuarial analysis to determine "cost" of any HRA plan for calculation of premium.
    c. NOTE: If a Plan coverage ends "end of month" for new QBs, Ameriflex will assume "Extended Employer Notice Rule" applies pursuant to ERISA § 607(5); Code § 4980B(f)(8); Treas. Reg. § 54.4980B-7, Q/A-4(b).
7. A Summary Plan Document (SPD) if the plan does not conform to standard COBRA guideline minimums. [Upon completion of Employer Application]
8. A copy of each medical carrier invoice. If Ameriflex does not receive timely carrier invoices, the plan may be charged a penalty. [Upon completion of Employer Application and every 6 months thereafter]
9. Open Enrollment changes for active COBRA participants [Within 7 days of open enrollment period]
    a. **NOTE:** As the plan sponsor, Employer is solely responsible for the open enrollment of COBRA participants.
10. Customer Service and Enrollment Contact information for each plan. [Concurrent with Employer Application and within 2 days of information changing]

a. **NOTE:** Ameriflex will send all COBRA enrollment and termination notifications to the enrollment contact listed under each plan. Incorrect or out of date enrollment contact information will result in delays in processing.

EXHIBIT D: COBRA Fee Schedule

COBRA Administration Services, as Described in Article III

1.	Initial Case Set-Up Fee	$
2.	Annual Renewal Fee	$
3.	Ameriflex Mongoose? Client Web Portal and Real-Time Reporting	$
4.	Per Enrolled Participant Per Month Fee	$
5.	Monthly Minimum Fee	$
6.	Individual General Rights Notification	$0.00/letter
7.	Open Enrollment Kits for COBRA Participants (upon request)	$15.00/kit
8.	Blanket Mailing of General Rights Notification (upon request)	$5.00/letter
9.	Nonstandard Reports, Letters, Special Requests, etc	case-by-case

Note: As part of its company-wide paperless "Go Green" initiative, Ameriflex shall levy an additional fee of five dollars ($5.00) for each mailed paper invoice for any Employer requiring same in lieu of electronic delivery. Ameriflex shall also levy an additional twenty-five dollar ($25.00) fee for each month Employer pays its monthly fee by any means other than ACH debit.

Note: The Blanket Mailing of General Rights Notification (8) is optional upon request. This notification may be requested by the Employer if it is discovered that some new hires may not have received initial letters or if it is preferred that Ameriflex send a blanket mailing of General Rights Notifications to all employees.

EXHIBIT E: Sample COBRA Implementation Timeline & Procedures

Action Item	Responsible Party	Start Date	Deadline	Notes
Review, sign and return Administrative Service Agm't and Client Application	Employer/Broker	Day 1	Day 5	All paperwork must be approved by Ameriflex Internal Sales & Support before installation and activation
Review and Sign Designation of OPR Form	Broker	Day 1	Day 5	Req'd if broker is acting on behalf of Employer
Installation and Activation of Employer data in Ameriflex Mongoose System	Ameriflex	Day 5	Day 15	
Ameriflex Installation Conference Call	Ameriflex	Day 5	Day 20	
Receive Current COBRA Participant Data	Employer	Day 5	Day 15	
Mail Administrator Change Letters to current COBRA Participants (Takeovers)	Ameriflex	Day 20	Day 20	

EXHIBIT F: Health FSA Guidelines

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

Service Charges:

In addition to the initial setup fee of $ and an annual renewal fee of $, the monthly fees charged for each Participant enrolled in the Health FSA as of the first day of each month for the term of the Agreement shall be $ per Participant per month (subject to $ minimum fee per month).

NOTE 1: These service charges also include DCFSA and CRA services.

NOTE 2: IF HRA or HSA is also elected, these fees reflect combined pricing.

Note: As part of its company-wide paperless "Go Green" initiative, Ameriflex shall levy an additional fee of five dollars ($5.00) for each mailed paper invoice for any Employer requiring same in lieu of electronic delivery. Ameriflex shall also levy an additional twenty-five dollar ($25.00) fee for each month Employer pays its monthly fee by any means other than ACH debit.

Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the Health FSA, except for the following administrative duties (to be performed by Ameriflex):

1. As needed, Ameriflex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.
2. Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under IRS regulations, Ameriflex shall make the requested change in the Participant's election as soon as practicable.
3. Upon request by the Employer only, Ameriflex shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation with regard to the Health FSA only. Employer shall be responsible for reviewing the information provided by Ameriflex to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall prepare and submit any Form 5500.
4. Ameriflex shall provide online or other electronic tools with which the Employer may conduct unlimited discrimination testing for the health FSA at its convenience. It is strongly recommended that Employer conduct such testing both before the beginning of the plan year as well as periodically during the plan year.
5. Ameriflex shall administer claims on the Employer's behalf. Ameriflex shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. Ameriflex shall follow the requirements of ERISA with regard to denial of claims.

Services Not Included:

Ameriflex is not responsible for any of the following:

1. Employer's compliance with COBRA (except where Ameriflex has been engaged to administer COBRA for the Employer) or compliance with HIPAA portability provisions.
2. Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the Health FSA and any "ultimate" decisions with regard to plan compliance.

EXHIBIT G: DCFSA Guidelines

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

Service Charges:

See Note 1 in the "Service Charges" section of Exhibit F.

Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the DCFSA, except for the following administrative duties (to be performed by Ameriflex):

1. As needed, Ameriflex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.
2. Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under IRS regulations, Ameriflex shall make the requested change in the Participant's election as soon as practicable.
3. Ameriflex shall provide online or other electronic tools with which the Employer may conduct unlimited discrimination testing for the DCFSA at its convenience. Especially if highly-compensated employees are participating in the DCFSA, it is strongly recommended that Employer conduct such testing both before the beginning of the plan year as well as periodically during the plan year.
4. Ameriflex shall administer claims on the Employer's behalf. Ameriflex shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. Ameriflex shall follow the requirements of ERISA with regard to denial of claims.

Services Not Included:

Ameriflex is not responsible for any of the following:

1. Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the DCFSA and any "ultimate" decisions with regard to plan compliance. These decisions remain the responsibility of the plan sponsor.

EXHIBIT H: CRA Guidelines

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

Service Charges:

See Note 1 in the "Service Charges" section of Exhibit F.

Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the CRA, except for the following administrative duties (to be performed by Ameriflex):

1. As needed, Ameriflex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.
2. Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under IRS regulations, Ameriflex shall make the requested change in the Participant's election as soon as practicable.
3. Ameriflex shall administer claims on the Employer's behalf. Ameriflex shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. Ameriflex shall follow the requirements of ERISA with regard to denial of claims.

Services Not Included:

Ameriflex is not responsible for any of the following:

1. Determining whether Employer's plan documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.
2. Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the CRA and any "ultimate" decisions with regard to plan compliance. These decisions remain the responsibility of the plan sponsor.

EXHIBIT I: HRA Guidelines

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

Service Charges:

(HRA only) In addition to the initial setup fee of $0.00 and an annual renewal fee of $0.00, the monthly fees charged for each Participant enrolled in the HRA as of the first day of each month for the term of the Agreement shall be $3.25 per Participant per month (subject to $75.00 minimum fee per month).

(Combo) In addition to the initial setup fee of $0.0000 for combined services of FSA and HRA (and COBRA administration if requested) and an annual renewal fee of $0.0000, the monthly fees charged for each Participant enrolled in the HRA and/or the FSA as of the first day of each month for the term of the Agreement shall be $3.2500 per Participant per month (subject to $75.0000 minimum fee per month). The service charges described in Exhibit F are not in addition to the fees listed here.

Note: As part of its company-wide paperless "Go Green" initiative, Ameriflex shall levy an additional fee of five dollars ($5.00) for each mailed paper invoice for any Employer requiring same in lieu of electronic delivery. Ameriflex shall also levy an additional twenty-five dollar ($25.00) fee for each month Employer pays its monthly fee by any means other than ACH debit.

Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the HRA, except for the following administrative duties (to be performed by Ameriflex):

1. As needed, Ameriflex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.
2. Upon request by the Employer only, Ameriflex shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation with regard to the HRA only. Employer shall be responsible for reviewing the information provided by Ameriflex to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall prepare and submit any Form 5500.
3. Ameriflex shall provide online or other electronic tools with which the Employer may conduct unlimited discrimination testing for the HRA at its convenience. It is strongly recommended that Employer conduct such testing both before the beginning of the plan year as well as periodically during the plan year.
4. Ameriflex shall administer claims on the Employer's behalf. Ameriflex shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. Ameriflex shall follow the requirements of ERISA with regard to denial of claims.

Services Not Included:

Ameriflex is not responsible for any of the following:

1. Employer's compliance with COBRA (except where Ameriflex has been engaged to administer COBRA for the Employer) or compliance with HIPAA portability provisions.

EXHIBIT J: HSA Guidelines

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

Service Charges:

(HSA only) In addition to the initial setup fee of $<<<N/A>>> and an annual renewal fee of $<<<N/A>>>, the monthly fees charged for each Participant enrolled in the HRA as of the first day of each month for the term of the Agreement shall be $<<<N/A>>> per Participant per month (subject to $<<<N/A>>> minimum fee per month).

(Combo) In addition to the initial setup fee of $<<<N/A>>> for combined services of HSA, FSA and HRA (and COBRA administration if requested) (in any combination) and an annual renewal fee of $<<<N/A>>>, the monthly fees charged for each Participant enrolled in the HRA and/or the FSA as of the first day of each month for the term of the Agreement shall be $<<<N/A>>> per Participant per month (subject to $<<<N/A>>> minimum fee per month). The service charges described in either Exhibit F or Exhibit H are not in addition to the fees listed here.

Note: As part of its company-wide paperless "Go Green" initiative, Ameriflex shall levy an additional fee of five dollars ($5.00) for each mailed paper invoice for any Employer requiring same in lieu of electronic delivery. Ameriflex shall also levy an additional twenty-five dollar ($25.00) fee for each month Employer pays its monthly fee by any means other than ACH debit.

Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the HSA, except for the following administrative duties (to be performed by Ameriflex):

1. As needed, Ameriflex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.
2. Upon request by the Employer only, Ameriflex shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation, if any, with regard to the HSA only. Employer shall be responsible for reviewing the information provided by Ameriflex to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall prepare and submit any Form 5500.
3. Claims shall generally be paid via an electronic payment card administered by Ameriflex. For all other claims, Ameriflex shall make commercially reasonable efforts to disburse any benefit payments by check that it determines to be due within ten (10) business days of the day on which Ameriflex receives the claim. Ameriflex shall not be responsible for the failure to make payments due to acts or omissions of the HSA trustee or custodian.
4. Ameriflex shall be a claims-paying agent only and shall have no role or authority as an HSA trustee or custodian, nor shall it have any duties or obligations appurtenant thereto.

Services Not Included:

Ameriflex is not responsible for any of the following:

1. Determining whether Employer's plan documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.
2. Any services normally provided by an HSA trustee or custodian, including any reporting requirements and any "ultimate" decisions with regard to plan compliance. These decisions remain the responsibility of the plan sponsor.

EXHIBIT K: Billing Services Guidelines

NOTE: This Exhibit is completed only if the Employer selected the Billing Services.

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

Effective Date and Term:

Notwithstanding anything in the Agreement that may be to the contrary, with regard to Billing Services only, the Agreement shall be effective N/A ("Billing Services Effective Date") and the initial term will be:

The initial 12-month period commencing on the Billing Services Effective Date; or,
From the Billing Services Effective Date through

Thereafter, this Agreement will renew automatically for successive periods of twelve (12) months unless this Agreement is terminated in accordance with the provisions of Section 8.4 of the Agreement.

Services Included:

Ameriflex shall be responsible for:

N/A

Services Not Included:

Ameriflex shall not be responsible for:

N/A

Employer Responsibilities:

Employer shall be responsible for:

N/A

Service Charges:

N/A

Note: As part of its company-wide paperless "Go Green" initiative, Ameriflex shall levy an additional fee of five dollars ($5.00) for each mailed paper invoice for any Employer requiring same in lieu of electronic delivery. Ameriflex shall also levy an additional twenty-five dollar ($25.00) fee for each month Employer pays its monthly fee by any means other than ACH debit.

###

RESOLUTION NO. 352.22

TO AUTHORIZE THE SUPERVISOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE ROTTERDAM PATROLMEN'S BENEVOLENT ASSOCIATION INC.

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Rotterdam Patrolmen's Benevolent Association Inc.

SECTION 2. This resolution shall become effective December 14, 2022

DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE TOWN OF ROTTERDAM

AND

THE ROTTERDAM PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

WHEREAS, the Town of Rotterdam ("Town") and the Rotterdam Patrolmen's Benevolent Association, Inc. ("PBA") are parties to an Agreement with a stated term of January 1, 2016 through December 31, 2020 ("2016-2020 Agreement) and a Memorandum of Agreement dated April 1, 2021 modifying and extending the 2016-2020 Agreement through December 31, 2021 ("CBA") for the bargaining unit consisting of all Police Officers of the Rotterdam Police Department exclusive of the chief and deputy chief; and

WHEREAS, issues have been uncovered by the Town regarding payments made to retirees that were originally only extended to employees of the bargaining unit, under the CBA, pursuant to the section addressing rights of employees to receive payment when an employee declines to receive medical insurance through the Town when they are otherwise entitled to it; and

WHEREAS, the Town Board of the Town of Rotterdam had previously authorized the Town Supervisor to execute a Memorandum of Agreement ("MOA") to temporarily allow payment to all retirees who are eligible and choose to decline medical insurance provided by the Town for the year 2022;

NOW, THEREFORE, the Town and the PBA agree as follows:

1. A "retiree" for the purposes of this MOA shall be defined as "an individual who was formerly an employee of the Town, who pursuant to the PBA CBA, is eligible for medical insurance coverage upon retirement and is under the age of 65".

2. A retiree, as defined above in paragraph 1, may refuse medical insurance coverage and receive payment in the amount of three thousand dollars ($3,000.00) for the year 2023, in lieu of medical insurance coverage. The retiree shall provide proof of other coverage to the Town.
3. A retiree, as defined above in paragraph 1, who loses other medical coverage or has a qualifying life event may re-enroll in one of the Town's medical insurance plans in accordance with the applicable provision of the CBA and plan. The three thousand dollars ($3,000.00) paid to the retiree for the retiree's refusal of medical insurance coverage through the Town will be pro-rated based upon the retiree's date of retirement, or the retiree's re-enrollment in a Town medical insurance plan. In the event a retiree re-enrolls in a Town medical insurance plan and has received the payment of three thousand dollars ($3,000.00) for declining coverage, the retiree shall repay the Town the pro-rated amount of three thousand dollars ($3,000.00) within ninety (90) days of the retiree's date of re-enrollment.
4. The contents of this MOA shall be solely for 2023 and shall not serve as a precedent. This MOA sunsets on December 31, 2023.
5. This MOA is subject to ratification by the PBA.

Agreed to this ___ day of December,2022.

ROTTERDAM PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

BY: _____
Kyle Canavally President

TOWN OF ROTTERDAM

BY: _____
Mollie A. Collins, Town Supervisor

RESOLUTION NO. 353.22

TO SCHEDULE A SPECIAL MEETING OF THE TOWN BOARD

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby schedules a special meeting of the Town Board of the Town of Rotterdam, to be held Wednesday December 28, 2022, at 7:00 p.m., at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for the purposes and consideration of taking action on insurance renewal contracts for the year 2023, and for any other purpose as may come before the Town Board.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to publish in the official newspaper of the Town of Rotterdam, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than five (5) days prior to the date designated for the special meeting, the following notice of special meeting:

TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a special meeting at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 28th day of December, 2022 for the purposes and consideration of taking action on insurance renewal contracts for the year 2023, and for any other purpose as may come before the Town Board.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: December 14, 2022
Daily Gazette: Please publish once on or before December 17, 2022
Town Clerk
Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective December 14, 2022.

DATED: December 14, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE: December 14, 2022

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: To schedule a Special Meeting of the Town Board

TOWN BOARD MEETING: December 14, 2022

Background Information: A special meeting is being requested on December 28, 2022 at 7:00pm. for the purposes and consideration of taking action on insurance renewal contracts for the year 2023, and for any other purpose as may come before the Town Board.

Evaluation/Analysis: N/A

Recommendation(s): Schedule the Special Meeting for December 28, 2022.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office