MEETING OF THE
ROTTERDAM TOWN BOARD

September 11, 2024
7:00 PM
Agenda Review 6:30 PM
This meeting is being held at the Rotterdam Junction Volunteer Fire Dept.

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
» *Moment of Silence in memory of those we lost on 9/11*
SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins
EXECUTIVE SESSION
PROCLAMATIONS
PUBLIC HEARING

- To recognize the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of stop signs at the Al Constantino Drive and Duff Bambury Court intersection. Pg. 5
- To recognize the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of a stop sign at Laura Street and Guilderland Avenue. Pg. 16
- To Recognize The Introduction Of Introductory Local Law No. __ Of 2024; To Amend Chapter 150 Hawking, Peddling, and Soliciting, § 150-22 Rules and regulations, Section "J" of the Code of the Town of Rotterdam, for the purpose of allowing ice cream trucks to operate within the Town of Rotterdam. Pg. 18
- In The Matter Of The Establishment of Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 in the Town of Rotterdam, Schenectady County, New York. Pg. 20

PRESENTATIONS

- Lead Service Line Inventory Status Update – Prime AE
- Marshall & Sterling

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:
Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign-in sheets being provided. Speakers will be called to the podium in the order of their signing in. Persons recognized by the Chair to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as Chair of the meeting. Persons granted the privilege of the floor shall first clearly state his/her name and address for the record. Persons so addressing the Chair through the use of a prepared written statement shall submit a copy of the same to the Town Clerk for the purpose of maintaining clear and accurate official minutes of the Town Board meeting.

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:

Any person recognized by the Town Supervisor to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as chair of the meeting. Any person granted the privilege of the floor shall first clearly state his/her name and address for the record. The purpose of privilege of the floor shall be for speakers to express their views, thoughts and speak freely. Each speaker, who wishes to address the Town Board, shall have an equal and reasonable opportunity to be heard by the town board. Each speaker shall be afforded a maximum of four (4) minutes to address the Town Board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

338.24 Accepting Town Board meeting minutes. Pg. 109

339.24 To accept revenue for Town Clerk's office for August 2024. Pg. 206

340.24 To negotiate and execute an agreement with Hayes Instrumentation Services for Water Treatment Plant preventative maintenance and calibration services. Pg. 211

341.24 To Negotiate and Execute an agreement with Greenbriar Construction Services and Spectrum Environmental Associates Inc. for asbestos removal services. Pg. 220

342.24 To negotiate and execute an agreement with Koester for West Campbell pump station repairs. Pg. 236

343.24 To recognize the introduction of Introductory Local Law ___ of 2024; To amend Chapter 270, Zoning, of the town code, relating to a change of zone request on ±15.17 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to General Business (B-2) located at 676 Mariaville Road and refer to the Planning Commission for report and recommendation. Pg. 243

344.24 To Declare Lead Agency for SEQR review on a change of zone from Single Family Residential (R-1) to Retail Business (B-1) located at Arlene Street. Pg. 254

345.24 To call for a Public Hearing on the proposed Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the town code, relating to a change of zone from Single Family Residential (R-1) to Retail Business (B-1) located at Arlene Street. Pg. 260

346.24 To adopt a SEQR Negative Declaration on a change of zone application from General Business (B-2) to Multi-Family Residential (R-3) located at 1725 Tower Street. Pg. 278

347.24 To enact Local Law No. 16 of 2024; To amend Chapter 270, Zoning, of the town code, relating to a change of zone from General Business (B-2) to Multi-Family Residential (R-3) located at 1725 Tower Street. Pg. 289

348.24 To negotiate and execute Amendment No. 4 with GPI for additional engineering services related to the Sartoli Avenue and Rome Avenue Drainage Improvement Project. Pg. 303

349.24 To authorize an Intermunicipal Agreement with Albany-Schoharie-Schenectady-Saratoga Board of Cooperative Educational Services ("BOCES"). Pg. 327

350.24 To negotiate and execute an agreement with Marshall and Sterling Inc./Marshall and Sterling Administrative Services. Pg. 335

351.24 To authorize the release of Irrevocable Letter of Credit Number 2020-A-419 issued by Pioneer Bank for Beckers Crossing Phase 4 and 5. Pg. 346

352.24 To declare Police vehicles obsolete and authorize them to be auctioned. Pg. 351

353.24 To authorize the Senior Planner and Town's Consulting Engineer to work with SWCD, ECOS, Town Committees, and other volunteer groups and individuals to begin preliminary design and site preparation for the potential establishment of a trail system for passive recreational uses. Pg. 353

354.24 Resolution to Establish Lead Agency and adopt a Negative Declaration for the proposed Sanitary Sewer Pump Station Improvements Project. Pg. 369

355.24 To accept and award bid for Fire Hydrants to E.J. Prescott Inc. Pg. 413

356.24 To accept and award bid for Flags, Valves and Valve Boxes. Pg. 425

357.24 To approve a budget transfer to the 2024 budget. Pg. 452

358.24 To negotiate and execute an agreement with Phoenix Fence LLC for fencing at Juracka Park. Pg. 454

359.24 To authorize the Supervisor to sign a Third Amendment to Standard Lease Agreement with T-Mobile Northeast LLC for cell phone signal equipment placed on the Bernard Street Water Tower. Pg. 459

360.24 To authorize the Supervisor to sign a Third Amendment to a Standard Lease Agreement with T-Mobile Northeast LLC for cell phone signal equipment placed on the Hamburg Street Water Tower. Pg. 490

361.24 Authorize Deduct Change Order No. 1 with Carver Construction Inc. for the Sartoli Avenue & Kings Road Drainage Improvements and Roadway Reconstruction Project. Pg. 528

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor

PUBLIC HEARING #1

9/11/24

To recognize the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of stop signs at the Al Constantino Drive and Duff Bambury Court intersection.

ROTTERDAM POLICE DEPARTMENT
UNIFORM DIVISION
TRAFFIC SURVEY

ATTN: Chief Brown, Deputy Chief Male, Lieutenant Collins, Lieutenant Girard
LOCATION: Al Constantino Dr and Duff Bambury Ct
DATE: 07/06/2024

REQUEST

Received a complaint from town residents regarding the intersection of Al Constantino Drive at Duff Bambury Ct. This is a four way intersection with stop signs positioned only on Duff BamburyCt. There are no stop signs positioned on Al Constantino Dr and the neighbors would like them due to the intersection being frequently traveled via foot and bicycle as well as the increase in vehicular traffic as more new homes have been developed in the immediate area.

SURVEYS

A visual traffic survey was completed on 07/06/24.

CONCLUSION

After review of the above mentioned intersection and considering the guidelines set forth in the Manual of Uniform Traffic Control, I do feel a four way stop sign being placed on Al Constantino Drive at Duff Bambury Court will have an impact on traffic control.

While conducting a visual survey of the intersection I observed bushes on the southeast corner of Duff Bambury Ct and Al Constantino Dr, which highly limit the view of vehicles on Al Constantino Dr northwest, while stopped on Duff Bambury Ct. (Photos provided). It appears that the bushes in question along with a large landscaping rock, with a plaque attached, were installed by the Town of Rotterdam as a memorial to V. Dalton Bambury. This appears to be in violation of Rotterdam Town Zoning code Chapter 270-12 (Visibility at intersections).Also, due to the curved design of the roadway of Al Constantino Dr approaching the intersection it makes oncoming traffic less visible with said landscaping installed. I am recommending the relocation of the memorial (bushes and plaque) to the cul-de-sac at the end of Duff Bambury Ct and the intersection being a 4 way stop sign controlled location.

I feel the placement of stop signs on Al Constantino Drive will aide in the overall safety of the community.

M.U.T.C Section 2B.05

1. Street entering a through highway or street;
2. Unsignalized intersection in a signalized area;

ROTTERDAM POLICE DEPARTMENT
UNIFORM DIVISION
TRAFFIC SURVEY

Respectfully Submitted,

Sgt Anthony Varrone

STOP

STOP

STOP

STOP

IN LOVING MEMORY OF
V. DALTON BAMBURY
"MR. CHAIRMAN"
TOWN OF ROTTERDAM
ZONING BOARD OF APPEALS
1955-1981
PLANNING COMMISSION
1967-1993
"A GOOD FRIEND TO ALL"
"IN A NICE PLACE TO LIVE"

PUBLIC HEARING #2

9/11/24

To recognize the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of a stop sign at Laura Street and Guilderland Avenue.

ROTTERDAM POLICE DEPARTMENT
UNIFORM DIVISION
MEMORANDUM

TO: Chief Michael Brown

FROM: Sergeant Anthony Varrone

DATE: 06/25/24

RE: Stop sign needed at Laura St and Guilderand Ave

Chief Brown,

Due to the recent removal of the one way signage on Laura St, east off of Guilderland Ave, I believe it is necessary to re-install a stop sign on Laura St at that intersection. There was a sign there prior to the one way approval but now that the one way is no longer in effect it is best for the safety of the town and motorists if the sign is again installed at that location.

Respectfully submitted,

Sgt. Anthony Varrone

PUBLIC HEARING #3

9/11/24

To Recognize The Introduction Of Introductory Local Law No. __ Of 2024; To Amend Chapter 150 Hawking, Peddling, and Soliciting, § 150-22 Rules and regulations, Section "J" of the Code of the Town of Rotterdam, for the purpose of allowing ice cream trucks to operate within the Town of Rotterdam.

Chapter 150 **Hawking, Peddling and Soliciting**

§ 150-22. Rules and regulations.

J. ~~Not sell, offer for sale or dispense any food, confectionary or ice cream directly from a vehicle while said vehicle is on a public street.~~
The sale or dispense of any food, confectionary or ice cream directly from a vehicle while said vehicle is on a public street shall be from May 1st through September 30th, and be regulated as follows:

1) No selling on major streets (Curry Road, Altamont Avenue, Helderberg Avenue, Guilderland Avenue, Hamburg Street and all other roads with very high traffic).
2) No playing music on any of the above streets.
3) No selling on private lots, unless invited and with permission.
4) No selling in the parking lots of any sports fields that have a concession stand that is open for business, unless invited with permission.
5) Hours of operation will be 11am-8pm for non-school days and 4pm-8pm on all school days, unless going to an event different from the regular hours for a private party.
6) All holidays, vacation, and all weekends during school season hours are 11am until 8pm.

PUBLIC HEARING #4

9/11/24

In The Matter Of The Establishment of Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 in the Town of Rotterdam, Schenectady County, New York

AFFIDAVIT OF POSTING

STATE OF NEW YORK)
) ss.:
COUNTY OF SCHENECTADY)

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York, depose and say:

That on the 23 day of August, 2024, I caused to be posted on the official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, an Order, certified by me, duly adopted by said Town Board on the 14th day of August, 2024. A true and correct copy of such order in the exact form in which the same was actually posted is attached hereto and made a part hereof.

Diane M. Mercer
Town Clerk

Subscribed and sworn to before me
this 26th day of August, 2024.

Kelsey Lynn Cappello
Notary Public

KELSEY LYNN CAPPELLO
Notary Public, State of New York
Certified Schenectady County
#01CA0007084
Commission Expires: 6/9/2027

TOWN OF ROTTERDAM CALLING FOR A PUBLIC HEARNG

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following ORDER was duly adopted:

ORDER 2.24

51130-2-704

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the John F. Kirvin Government Center, Town Hall, in Rotterdam, New York, in said Town, on August 14, 2024, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

Mollie Collins
Supervisor

Jack Dodson
Councilmember

Joseph Mastroianni
Councilmember

Teri Gallucci
Councilmember

Ronald Schlag
Councilmember

In The Matter Of The Establishment of Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 in the Town of Rotterdam, Schenectady County, New York	ORDER CALLING PUBLIC HEARING

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York (the "Town"), has duly caused to be prepared a map showing the boundaries of a proposed sewer

district extension in said Town, to be known as Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 in the Town of Rotterdam (hereinafter, the "Extension") a general plan to serve said Extension, and a report of the proposed method of operation thereof including capital improvements therefore and an estimate of cost thereof; and

WHEREAS, said map, plan and report, including an estimate of the cost, dated November 18, 2021, and last revised June 4, 2024, were prepared by Brett L. Steenburgh, PE, PLLC, competent engineers duly licensed by the State of New York, and after review and acceptance by the Town Board, are being filed in the office of the Town Clerk of said Town, where the same are available during regular office hours for examination by any persons interested in the subject matter thereof, including estimate of cost; and

WHEREAS, the boundaries of said Extension shall be as described in Exhibit A attached hereto and hereby incorporated herein; and

WHEREAS, the improvements proposed for said Extension consist of construction of a sanitary sewer collection system, sewer mains and laterals, pump station, and original equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, all as more fully described in the map, plan and report hereinbefore described; and

WHEREAS, the maximum estimated cost of said improvements is $250,530; and

WHEREAS, the developer of the extension area has agreed to pay the cost of the establishment of the Extension and the improvements therefore; and

WHEREAS, the estimated cost of said Extension to the typical property, being a condominium building apartments therein, is $385.08 in the first year in which operation, maintenance, and other charges and expenses are to be paid; and

District No. 2, and the improvements proposed therefor, and to consider the map, plan and report in relation thereto hereby accepted by this Town Board which approves of its contents after review thereof and hereby directed to be filed in the office of the Town Clerk, and to hear all persons interested in the subject matter thereof concerning the same, and for such other action on the part of said Town Board as may be required by law or shall be proper in the premises.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of this order, together with the "Notice of Adoption", to be published once in the official newspaper of said Town, said publication thereof to be not less than ten nor more than twenty days before the day set herein for the hearing as aforesaid, and said Town Clerk shall also cause a copy thereof to be posted on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law not less than ten nor more than twenty days before the day set for the hearing as aforesaid.

Section 3. This Order shall take effect immediately.

The question of the adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

EXHIBIT A

Boundaries of Proposed Extension No. 17 (Condos at Helderberg Meadows Extension)
to the Town of Rotterdam Sewer District No. 2 in the
Town of Rotterdam, Schenectady County, New York

Tax Map ID. No. 58.19-1-10
(formerly known as the Gianetti Parcel)

DATED: August 14, 2024
Daily Gazette: Please publish once on August 23, 2024
Town Clerk
Post

NOTICE OF ADOPTION OF ORDER CALLING A PUBLIC HEARING
ON THE ESTABLISHMENT OF EXTENSION NO. 17
(CONDOS AT HELDERBERG MEADOWS EXTENSION)
TO TOWN OF ROTTERDAM SEWER DISTRICT NO. 2
IN THE TOWN OF ROTTERDAM

PLEASE TAKE NOTICE that the Town Board of the Town of Rotterdam, Schenectady County, New York (the "Town") on the 14th day of August, 2024, duly adopted the Order published herewith calling a Public Hearing on the establishment of a new sewer district extension in the Town to be known as Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2, said Public Hearing to be held at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York on September 11, 2024 at 7:00 o'clock P.M.

Dated: Schenectady, New York
August 23, 2024

/s/ Diane M. Marco
Town Clerk

[ATTACH ORDER WITH EXHIBIT A HERE FOR PUBLICATION AND POSTING]

CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF SCHENECTADY)

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York (the "Issuer"), DO HEREBY CERTIFY:

That a meeting of the Issuer was duly called, held and conducted on the 14th day of August, 2024.

That such meeting was a **special** / **regular** (circle one) meeting.

That attached hereto is a proceeding of ~~the Issuer~~ which was duly adopted at such meeting by the Board of the Issuer.

That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.

That all members of the Board of the Issuer had due notice of said meeting.

That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".

That notice of said meeting (***the meeting at which the proceeding was adopted***) was given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this 23 day of August, 2024.

Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
CORPORATE SEAL
Schenectady, County NY

State of New York
County of Schenectady
ss.;

Randall W. Lewis of the City of Schenectady, being duly sworn, says that he is Principal Clerk in the office of The Daily Gazette, Co. Inc. published in the City of Schenectady and that the notice/advertisement, of which the annexed is a printed copy, has been regularly published in Daily Gazette as follows:

1 insertion(s):

08/23/2024

(signature)

Randall W. Lewis (printed name)

NOTARY PUBLIC
Sworn to me on this 24 day of August 2024

Notary Signature: Heather E. Walker

Heather E Walker
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01WA0025380
Qualified in Schenectady County
Commission Expires 05/30/2028

TOWN OF ROTTERDAM CALLING FOR A PUBLIC HEARNG

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following ORDER was duly adopted:

ORDER 2.24

51130-2-704

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the John F. Kirvin Government Center, Town Hall, in Rotterdam, New York, in said Town, on August 14, 2024, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:
Mollie Collins
Supervisor
Jack Dodson
Councilmember
Joseph Mastroianni
Councilmember
Teri Gallucci
Councilmember
Ronald Schlag
Councilmember

In The Matter
Of
The Establishment of Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 in the Town of Rotterdam, Schenectady County, New York

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ORDER
CALLING
PUBLIC
HEARING

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York (the "Town"), has duly caused to be prepared a map showing the boundaries of a proposed sewer district

extension in said Town, to be known as Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 in the Town of Rotterdam (hereinafter, the "Extension") a general plan to serve said Extension, and a report of the proposed method of operation thereof including capital improvements therefore and an estimate of cost thereof; and

WHEREAS, said map, plan and report, including an estimate of the cost, dated November 18, 2021, and last revised June 4, 2024, were prepared by Brett L. Steenburgh, PE, PLLC, competent engineers duly licensed by the State of New York, and after review and acceptance by the Town Board, are being filed in the office of the Town Clerk of said Town, where the same are available during regular office hours for examination by any persons interested in the subject matter thereof, including estimate of cost; and

WHEREAS, the boundaries of said Extension shall be as described in Exhibit A attached hereto and hereby incorporated herein; and

WHEREAS, the improvements proposed for said Extension consist of construction of a sanitary sewer collection system, sewer mains and laterals, pump station, and original equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, all as more fully described in the map, plan and report hereinbefore described; and

WHEREAS, the maximum estimated cost of said improvements is $250,530; and

$250,950; and

WHEREAS, the developer of the extension area has agreed to pay the cost of the establishment of the Extension and the improvements therefore; and

WHEREAS, the estimated cost of said Extension to the typical property, being a condominium building apartments therein, is $385.08 in the first year in which operation, maintenance, and other charges and expenses are to be paid; and

WHEREAS, a detailed explanation of the manner by which were computed said estimated costs of connection and first-year costs to typical property has been filed in the office of the Town Clerk at the Town Hall in Schenectady, New York where the same are available during regular office hours for examination by any person interested in the subject manner thereof; and

WHEREAS, said establishment of the Extension and the capital project therefor has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of

Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, it has been determined will not result in a significant environmental effect and SEQRA compliance materials are on file in the office of the Town Clerk where they may be inspected during normal office hours; and

WHEREAS, it is now desired to call a public hearing upon the question of the establishment of said Extension and the improvements proposed therefor, all pursuant to Section 209 d of the Town Law;

NOW,

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **GALLUCCI**,

IT IS HEREBY ORDERED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, shall be held at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, in said Town, on the 11th day of September, 2024, at 7:00 o'clock P.M., Prevailing Time, for the purpose of holding a public hearing to consider the establishment of a sewer district extension in said Town as described in the preambles hereof, to be known as Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2, and the improvements proposed therefor, and to consider the map, plan and report in relation thereto hereby accepted by this Town Board which approves of its contents after review thereof and

hereby directed to be filed in the office of the Town Clerk, and to hear all persons interested in the subject matter thereof concerning the same, and for such other action on the part of said Town Board as may be required by law or shall be proper in the premises.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of this order, together with the "Notice of Adoption", to be published once in the official newspaper of said Town, said publication thereof to be not less than ten nor more than twenty days before the day set herein for the hearing as aforesaid, and said Town Clerk shall also cause a copy thereof to be posted on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law not less than ten nor more than twenty days before the day set for the hearing as aforesaid.

Section 3. This Order shall take effect immediately.

The question of the adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

Exhibit A
Boundaries of Proposed Extension No. 17 (Condos at Helderberg Meadows Extension)to the Town of Rotterdam Sewer District No. 2 in theTown of Rotterdam, Schenectady County, New York

Tax Map ID. No. 58. 19-1-10(formerly known as the Gianetti Parcel)

DATED: August 14, 2024
15199

Stephen P. Walrath, L.S.

Land Surveying & Land Use Planning
Environmental Mapping

P.O. Box 381
122 Main Street
Altamont, NY 12009
518-986-0125
email: spwalrath3@gmail.com

SUGGESTED DESCRIPTION
Lands of
Development at Helderberg Meadows, LLC
Tax Map I.D. No. 58.19-1-10
Town of Rotterdam
County of Schenectady
5.09+/- Acres

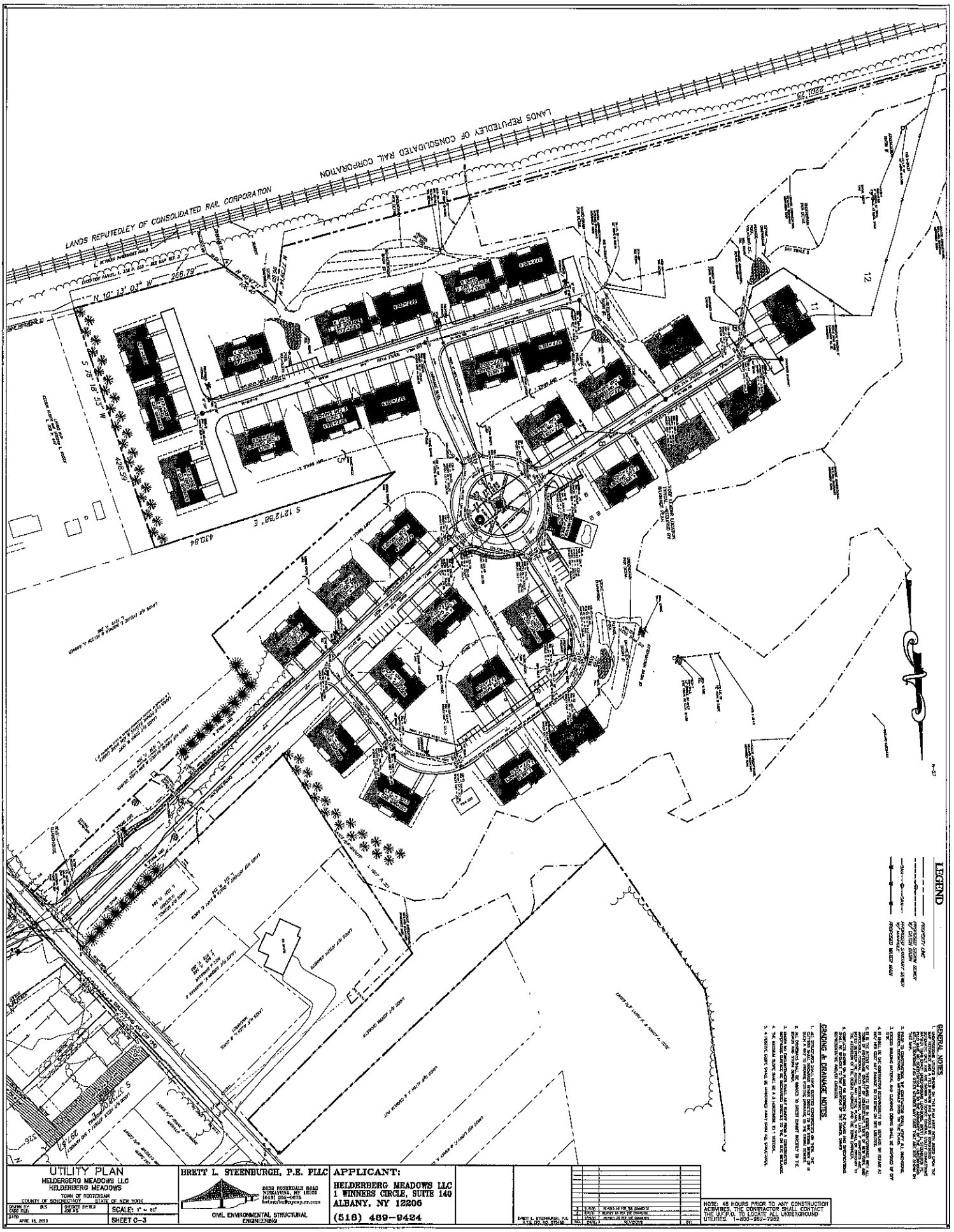
All tract, piece or parcel of land situate in the Town of Rotterdam, County of Schenectady and State of New York lying westerly of Guilderland Avenue and being more particularly bounded and described as follows:

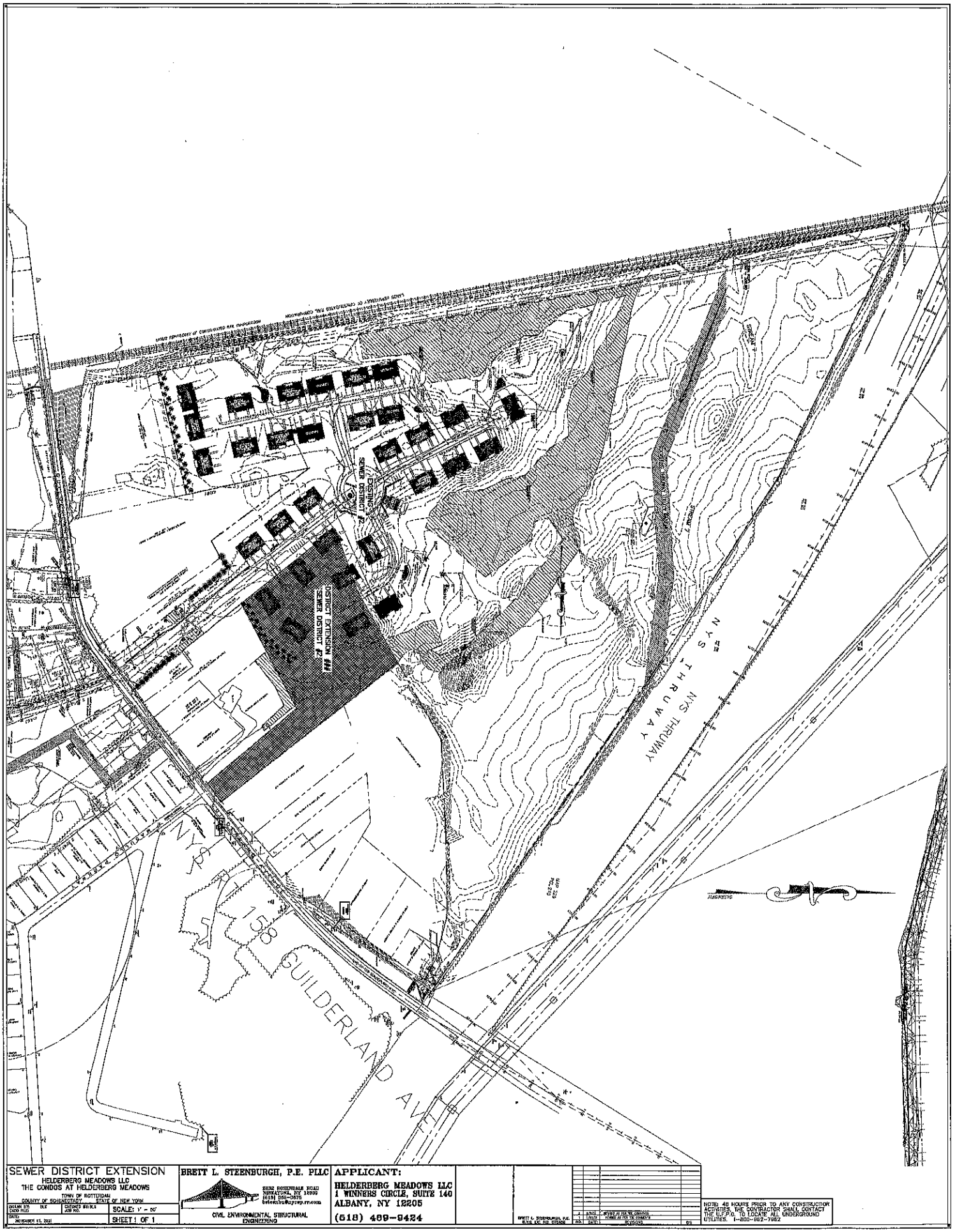
Beginning at a point on the westerly highway boundary line of Guilderland Avenue at its intersection with the division line between the lands now or formerly of Douglas and Pamela Hoeffner (Book 1840 of Deeds, Page 137) on the south and east and the lands herein described on the north and west and running thence the following two (2) courses and distances along said division line:

1. N 34°26'50" W 398.42 feet to a point; and
2. S 67°10'10" W 218.50 feet to a point at its intersection with the division line between the lands now or formerly of Norman M. Alfieri (Book 1822 of Deeds, Page 466) on the east and the lands herein described on the west; running thence S 67°10'10" W 185.00 feet, along said division line, to a point at its intersection with the division line between the lands now or formerly of Development of Helderberg Meadows (Book 1814 of Deeds, Page 266) on the south and west and the lands herein described on the north and east; running thence the following three (3) courses and distances along said division line:

1. N 33°13'30" W 408.75 feet to a point;
2. N 75°18'00" E 227.34 feet to a point; and
3. N 65°34'30" E 278.14 feet to a point at its intersection with the division line between the lands now or formerly of Samalsat Din and Nadir Haidar (Book 2027 of Deeds at Page 175) on the north and the lands herein described on the south; running thence S 32°47'00" E 765.71 feet, along said division line, to a point at its intersection with the aforementioned westerly highway boundary line of Guilderland Avenue; running thence S 57°11'10" W 79.15 feet, along said westerly highway boundary line, to the point of beginning.

Containing 5.09 Acres of land, more or less.


LANDS REPUTEDLEY OF CONSOLIDATED RAIL CORPORATION
N 10° 13' 03" W 266.79'
S 76° 18' 53" W 428.59'
S 12°12'58" E 430.84
LEGEND
GENERAL NOTES
GRADING & DRAINAGE NOTES
UTILITY PLAN
HELDERBERG MEADOWS LLC
HELDERBERG MEADOWS
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY STATE OF NEW YORK
SCALE: 1" = 80'
SHEET C-3
DATE: APRIL 15, 2020
BRETT L. STEENBURGH, P.E. PLLC
CIVIL ENVIRONMENTAL STRUCTURAL ENGINEERING
APPLICANT:
HELDERBERG MEADOWS LLC
1 WINNERS CIRCLE, SUITE 140
ALBANY, NY 12205
(518) 489-9424
NOTE: 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL CONTACT DIG ALERT TO LOCATE ALL UNDERGROUND UTILITIES. 1-800-962-7962


SEWER DISTRICT EXTENSION #1
SEWER DISTRICT #2
NYS THRUWAY
NYS THRUWAY
158
GUILDERLAND AVE
SEWER DISTRICT EXTENSION
HELDERBERG MEADOWS LLC
THE CONDOS AT HELDERBERG MEADOWS
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY
STATE OF NEW YORK
SCALE: 1" = 50'
SHEET 1 OF 1
BRETT L. STEENBURGH, P.E. PLLC
CIVIL ENVIRONMENTAL STRUCTURAL ENGINEERING
APPLICANT:
HELDERBERG MEADOWS LLC
1 WINNERS CIRCLE, SUITE 140
ALBANY, NY 12205
(518) 489-9424
NOTE! 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL CONTACT THE U.F.P.O. TO LOCATE ALL UNDERGROUND UTILITIES. 1-800-962-7962

RESOLUTION NO. 251.19

WHEREAS, the Town Board of the Town of Rotterdam intends to comply with the requirements of the Environmental Review Process under the State Environmental Quality Review Act (SEQRA) and has reviewed this project as an Unlisted Action pursuant to 6 NYCRR Part 617, **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the Negative Declaration, dated August 14, 2019, to allow for an amendment to Phase #5 of the Helderberg Meadows Planned Residential District (PRD) located at 3379 Guilderland Avenue, which is the portion of the PRD located on the northwest side of Guilderland Avenue. Applicants are requesting the elimination of 58 approved single family lots to allow for a cluster development of 124 condominium units on a private roadway network. Modification is proposed to include an additional ±5.52 acres of adjoining lands, N/F of Joseph Giannetti (Tax Parcel #58.19-1-10) currently zoned B-1 Retail Business into the PRD.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Senior Planner to distribute all documents as necessary to comply with 6 NYCRR Part 617.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective August 14, 2019.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: August 14, 2019

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

6NYCRR PART 617
NEGATIVE DECLARATION
Notice of Determination of Non-Significance
State Environmental Quality Review

Date: August 14, 2019

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

After a review of the application materials, Environmental Assessment Form, and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that the proposed action described below will not have a significant adverse impact on the environment and a Draft Impact Statement will not be prepared.

SEQRA Status:	Type I	( )
	Type II	( )
	Unlisted	(X)
Conditioned Negative Declaration:	Yes	( )
	No	(X)
Owners:	Joseph Giannetti 21611 North48th Place Phoenix, AZ 85024 Development at Helderberg Meadows. LLC c/o Donald Zee 1 Winners Circle Suite 140 Albany, NY 12205	
Property Location:	Amendment to Phase #5 of the Helderberg Meadows Planned Residential District (PRD) located at 3379 Guilderland Avenue which is the portion of the PRD located on the northwest side of Guilderland Avenue.	
Tax Map Number(s):	#58.19-1-10 (Giannetti), #58.15-6-3.112, #58-14-1-3.21, 58.19-1-17, 58.19-1-4.11	

Action: Applicants are requesting the elimination of 58 approved single family lots to allow for a cluster development of 124 condominium units on a private roadway network. Modification is proposed to include an additional 5.52 acres of adjoining lands N/F of Joseph Giannetti (Tax Parcel #58.19-1-10) currently zoned Retail Business (B-1) into the PRD.

1

Reasons Supporting This Determination:
(See 617.7(a)-(c) for requirements of this determination)

The Town of Rotterdam Department of Public Works transmitted this application information to all involved and interested agencies for review on April 11, 2019. These agencies include the following: Schenectady County Planning Department, Schenectady County Department of Health, Schenectady County Department of Public Works, New York State Department of Transportation, New York State Department of Environmental Conservation – Region #4, Town of Guilderland, US Department of the Army, Corps of Engineers, Albany County Department of Health, City of Watervliet, New York State Thruway Authority, Schalmont School District, Mohonasen School District, New York State Department of Archeology & History Preservation, Rotterdam Fire District #2 (Curry Road) and Rotterdam Fire District #5 (Pine Grove). Any comments and concerns from the agencies regarding this action have been addressed.

Property Location and Description

Helderberg Meadows is a 314+/- acre PRD is located in the Town of Rotterdam, Schenectady County. The property has frontage on NYS Route 158 (Guilderland Ave.), County Line Road, and Ghents Road. The parcels located within the PRD are owned by Helderberg Meadows LLC.

The PRD South of Guilderland Avenue has been constructed leaving the former 63 Acre Adamec parcel to the north of Guilderland Avenue the only un-built portion of the PRD. This parcel is bounded by a CSX rail line, the New York State Thruway, and Guilderland Ave. or the back of other properties fronting on Guilderland Ave. This parcel has undergone timber harvesting activities within the last 20 years and has large areas of new shrub growth. Most areas were selectively cut and some smaller and undesirable trees were left in place. Slopes on this site can be characterized as flat to moderate. 6 wetland areas were delineated on this parcel, 4 of which meet the requirements to be considered Federal Jurisdictional, 2 were considered isolated and therefore not jurisdictional. The total jurisdictional wetland is 15.89 acres. The majority of the wetland is associated with drainage ways which originate south of Guilderland Ave. and from Thruway drainage. These drainage ways traverse the site and exit the property via pipes under the CSX tracks.

Proposed Lots/Zoning

On December 29, 1998 by Resolution #266-98 the Town of Rotterdam Town Board changed the zoning of the subject parcels from A-1 (Agricultural) to PRD (Planned Residential District). This legislation allowed for the parcels to be developed into 170 single family lots, 100 senior housing units and an 18 hole golf course with required appurtenances. This legislation also speaks of formation of a homeowners association which will be responsible for the 100+/- acres of open space that will remain when the development is complete. Thereafter, over a period of several years the project went through various approved modifications, one of which was to eliminate the proposed 18 hole golf course and assorted ancillary facilities.

Prior to this application 110 single family building lots and 100 condominiums have been constructed within the PRD on the south side of Guilderland Avenue. The current approvals call for 58 single family homes to be developed north of Guilderland Avenue on the current vacant land. This approved development would require the construction of approximately 4100L.F. of new Town roadways with associated water lines, stormwater facilities, and sanitary facilities. An emergency

access road will be constructed to a point on Old Guilderland Ave. near the Thruway. Approximately 26 acres will remain undisturbed and will be designated as open space.

This proposal is to modify the existing approved PRD for the remaining lands to allow for the development of 124 new condominium units on the north side of Guilderland Avenue. It is also involves a Change of Zone of the existing Giannetti parcel, 5.08 Acres in size from B-1 (Retail Business) into the Helderberg Meadows PRD. The proposed condominium development will have significantly less environmental impacts that the originally approved PRD and subdivision. It will disturb 11.9 less acres of land than the original subdivision. There will be no land activity within the 100 year floodplain boundary; the previous approval included 4.5 Acres within the floodplain to be disturbed. Wetland impacts will be reduced by 88% on the parcel. Additionally all new roads and utilities will remain private reducing the required Town of Rotterdam infrastructure and future maintenance.

Proposed Development

The condominium units will be constructed in four unit buildings similar in size and style as the Homestead Court Condominium development located in Phase #4 of Helderberg Meadows. The buildings will have a maximum height of the 35' and all of the units will have two car garages. It is proposed to construct a clubhouse with recreation amenities including a community pool and exercise facility. Community BBQ grills will be scattered throughout the development. Visitor parking will be constructed at various locations throughout the development. A dog park area will also be provided. The infrastructure (roads, utilities, community amenities, landscaping etc.) will be maintained by the homeowners association.

The entrance road to the proposed development will enter opposite Steeple Way from Guilderland Avenue. Since only one ingress/egress is proposed, a boulevard entrance will be constructed to the first side street. The proposed structures will meet all of the required setback requirements outlined in the PRD zone including 50' from any property boundaries, 35' between walls with less than 10% glazing and 50' between walls with more than 10% glazing.

Sanitary Sewer

An existing Town of Rotterdam sanitary sewer force main bisects the parcel. This force main services Helderberg Meadows on the south side of Guilderland Avenue. It is proposed to collect the sanitary effluent from the condominiums in a gravity sanitary sewer system. The gravity sewer will convey the flows to a new pump station which will inject the effluent into the existing force main. The proposed collection system and pump station will be owned and maintained by the homeowners association.

The originally approved 58 residences to reside on this parcel were estimated to generate 22,330 gallons per day of sewage effluent. An analysis of a similar condominium development location in the Town of Bethlehem was used to determine the anticipated effluent loading from the proposed condominiums. Based upon this analysis it was determined that the proposed development will generate 19,530 gallons per day, approximately 2,800 gallons less than the approved 58 single family residences.

Water

Potable water will be provided to the proposed condominiums via a series of 8" water mains connecting to the existing Town of Rotterdam system along Guilderland Avenue. Hydrants will be placed to provide adequate fire protection to the proposed condominiums.

Similar to the sewage effluent, the water usage was based upon the analysis of a similar development in the Town of Bethlehem. Based upon this analysis, the proposed development will use 19,530 gallons per day, again providing a reduction of 2,800 gallons per day from the previously approved proposal.

The Town requested the applicant submit the technical information regarding water service to the Town Designated Engineer (TDE) to perform an impact analysis on the proposed water distribution system. A letter dated July 22, 2019 from the TDE Donald Fletcher, P.E. with Barton and Loguidice indicates that there is adequate service and fire flow in the existing system to serve the development. There are also some recommendations in the letter regarding interconnections and looping of the water system that will be discussed with the Planning Commission during the Site Plan Review process.

Storm Sewer

The proposed storm water management system will consist of a closed drainage system routing storm water produced along the proposed roads and condominiums to a NYSDEC Approved Storm Water Management Practice. The proposed storm water management practices will provide the necessary water quality volume treatment and runoff reduction prior to discharge into the on-site wetlands. The Town Designated Engineer will assist the Planning Commission with the technical review of stormwater system during the Site Plan Review process.

Wetlands and Floodplain

The Helderberg Meadows LLC parcel north of Guilderland Avenue contains only USACOE wetlands. As part of the original phase of the Helderberg Meadows Development, all of the wetlands within the entire PRD were disturbed and the mitigation areas were created. The proposed PRD modification will not disturb any additional wetlands. In fact, 0.7 Acres of wetlands previously filled will not be constructed upon.

The original PRD development proposed 4.5 Acres of flood plain disturbance on the north side of Guilderland Avenue for the development of the 58 residential building lots. The proposed condominium development will not disturb any lands located within the 100 year floodplain boundary.

Traffic

The original traffic study for the PRD indicated that sufficient capacity exists on existing highway for the project and that current levels of service will not be degraded. Permits will be required from the NYS Department of Transportation for access. It also noted that mitigation may be required in the form of signage etc. for due to limited sight distance looking west from the northerly access road.

The original traffic study for the development assumed 58 trips in the PM peak hour generated by the 58 proposed single family residences. With the inclusion of the Giannetti parcel into the PRD it is anticipated that an additional 5 single family homes could be constructed. Thus the total peak flow would be approximately 63 trip ends during the peak hour. If the Giannetti parcel remains in the B-1 Business Zone, the traffic generation rates could be significantly higher depending the use.

An e-mail from NYSDOT Regional Permit Engineer Kristina L. Crowley, P.E. dated May 31, 2019 indicates conceptual approval for the revised access into the development. During site plan review, the applicant will be required to provide traffic analysis and mitigation measures for the access onto Guilderland Avenue. Additionally, the Town TDE will assist the Planning Commission in a review of the proposed internal roadway and pedestrian layout during site plan review and approval.

Schools

Based upon the National Association of Home Builders (NAHB) single family homes typically generate 61.5 school aged children per 100 homes while condominiums generate 21.9 school aged children per 100 units. Utilizing this data the 58 single family homes would generate 36 school aged children, while the 124 condominium units would generate 27 school aged children. However, the existing condominium developments within the Helderberg Meadows PRD have seen significantly lower school aged generation rates than the NAHB data suggests. Currently there are only two school aged children in the 100 occupied condominium units.

After a review of the application materials, Environmental Assessment Form, and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that this proposal will not have a significant adverse impact on the environment.

The Town Board has considered the following criteria to determine if this proposal has significant adverse impacts on the environment:

(i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;
(ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;
(iii) the impairment of the environmental characteristics of a Critical Environmental Area.
(iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;
(v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;
(vi) a major change in the use of either the quantity or type of energy;
(vii) the creation of a hazard to human health;
(viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;
(ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;
(x) the creation of a material demand for other actions that would result in one of the above consequences;

(xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or
(xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

The Town Board has also considered the reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions, which are:
(i) included in any long-range plan of which the action under consideration is a part;
(ii) likely to be undertaken as a result thereof; or
(iii) dependent thereon.
(3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) has be assessed in connection with:
(i) its setting (e.g., urban or rural);
(ii) its probability of occurrence;
(iii) its duration;
(iv) its irreversibility;
(v) its geographic scope;
(vi) its magnitude; and
(vii) the number of people affected

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 14th day of August, 2019 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.

Steven A. Tommasone
Town Supervisor

For further information contact: Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
(518) 355-7575 x-338

RECEIVED
TOWN OF ROTTERDAM
PUBLIC WORKS

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 project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Helderberg Meadows PRD Ammendment		
Project Location (describe, and attach a general location map): Guilderland Avenue & Steeple Way in the Town of Rotterdam		
Brief Description of Proposed Action (include purpose or need): Modify the PRD on the Northwest side of Guilderland Avenue from the approved 58 single family residences with town owned roads to a cluster development of 124 Condominium Units on a private road. The modification will also include the addition of a new 5.52 Ac. parcel currently zoned B-1 Retail Business into the PRD. Due to the cluster style of the proposal the modification will significantly reduce the total land disturbance, wetland impacts and flood plain impacts. It will also reduce the infrastructure and maintenance responsibilities for the Town of Rotterdam as the road will not be town road.		
Name of Applicant/Sponsor: Helderberg Meadows LLC	Telephone: (518) 489-9427 E-Mail: donaldzeepc@msn.com	
Address: 1 Winners Circle		
City/PO: Albany	State: NY	Zip Code: 12205
Project Contact (if not same as sponsor; give name and title/role): Brett L. Steenburgh PE	Telephone: (518) 365-0675 E-Mail: bsteenburghpe@gmail.com	
Address: 2832 Rosendale Road		
City/PO: Niskayuna	State: NY	Zip Code: 12309
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 Council, Town Board, ☑Yes ☐No or Village Board of Trustees	PRD Amendment	9/13/18
b. City, Town or Village ☑Yes ☐No Planning Board or Commission	Site Plan for PRD Amendment	9/13/18
c. City Council, Town or ☐Yes ☑No Village Zoning Board of Appeals		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	SCDOH modification of water distribution sys.	Pending
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC modification of Open Space Agreement, NYSDOT Curb Cut Permit	Pending
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):

_____

_____

_____

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?
PRD and B-1 General Business

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? Add the 5.25 Acre B-1 Parcel to the existing PRD District

C.4. Existing community services.

a. In what school district is the project site located? Schalmont

b. What police or other public protection forces serve the project site?
Town of Rotterdm

c. Which fire protection and emergency medical services serve the project site?
Pine Grove Volunteer FD

d. What parks serve the project site?
Helderberg Meadows Open Space and Town of Rotterdam Parks

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)? Multi Family Residential

b. a. Total acreage of the site of the proposed action? 67 acres
b. Total acreage to be physically disturbed? 16.5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 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: 124 units in lieu of 58 s.f.

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? 1
iv. Minimum and maximum proposed lot sizes? Minimum N/A Maximum N/A

e. Will 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 4
- Anticipated commencement date of phase 1 (including demolition) 04 month 2019 year
- Anticipated completion date of final phase 10 month 2024 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				24
At completion of all phases				124

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 proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No

If Yes, describe:

iv. Will 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: 19530 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: Town of Rotterdam District 1
- 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: New Water mains to service the proposed buildings
- Source(s) of supply for the district: Town of Rotterdam

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), 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: 19530 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): Sanitary Waste

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

If Yes:

- Name of wastewater treatment plant to be used: Town of Rotterdam Treatment Plan (22,330 Gallons reserved capicty for Single Family.)
- Name of district: Town of Rotterdam
- 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 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: New gravity sewer mains to a pump station and ultimately to the existing force main on site

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 8.5 acres (impervious surface)

_____ Square feet or 67 acres (parcel size)

ii. Describe types of new point sources. Storm sewers to SMP's

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)?

On site wetland areas

- If to surface waters, identify receiving water bodies or wetlands: Becker Brook to Normans Kill
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

iv. Does 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 semi-trailer truck trips/day: _____

iii. Parking spaces: Existing 0 Proposed 240 Net increase/decrease +240

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:

Peak traffic will be 61 vehicles. The previous development was approved with 58 trips in the peak hour.

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: 7am - 8pm
- Saturday: 7am - 8pm
- Sunday: 7am - 8pm
- Holidays: 7am - 8pm

ii. During Operations:

- Monday - Friday: N/A
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

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:

Construction equipment during construction only

ii. Will 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:

Residential post lamps 8' hight max.

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 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 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	.25	8.5	+8.25
• Forested	67	55	-12
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.2	0.2	0
• Wetlands (freshwater or tidal)	17.98	17.98	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Lawn	0	3.5	+3.5

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

i. If Yes: explain: _____

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:

_____

_____

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): _____

☐ 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): _____

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? >6' feet

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

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

Sandy Loan	70 %
Silty Clay	30 %
	%

d. What is the average depth to the water table on the project site? Average: 4 feet

e. Drainage status of project site soils:

☑ Well Drained:	70 % of site
☐ Moderately Well Drained:	% of site
☑ Poorly Drained	30 % of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	100 % of site
☐ 10-15%:	% of site
☐ 15% or greater:	% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

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 Becker Brook Classification C(T)
- Lakes or Ponds: Name N/A Classification
- Wetlands: Name USACOE Federal Jurisdictional Approximate Size 17.98
- Wetland No. (if regulated by DEC) N/A

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: _____

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: Great Flats Aquifer

m. Identify the predominant wildlife species that occupy or use the project site:
Deer, Skunk, Groundhog
Racoon

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): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ 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

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

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: _____

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: _____

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☑ No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

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: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? ☐ Yes ☑ No

If Yes:

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

ii. Name: _____

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 Brett L. Steenburg Date 9-24-18

Signature _____ Title Engineer

PRINT FORM

Agency Use Only [If applicable]

Project: H. Meadows West PRD AMendment

Date: August 14, 2019

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)
If "Yes", answer questions a - j. If "No", move on to Section 2.

☐ NO ☑ YES

	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.)
If "Yes", answer questions a - g. If "No", go to Section 10.

☑ NO ☐ YES

	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.)
If "Yes", answer questions a - e. If "No", go to Section 11.

☑ NO ☐ YES

	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 occur	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. ☑ NO ☐ YES
(See Part 1. C.1, C.2. and C.3.)
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. ☑ NO ☐ YES
(See Part 1. C.2, C.3, D.2, E.3)
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

MAP PLAN AND REPORT
FOR THE
SANITARY SEWER EXTENSION
Town of Rotterdam District #2
Extension 17

For the Proposed
Condos at Helderberg Meadows

LOCATION

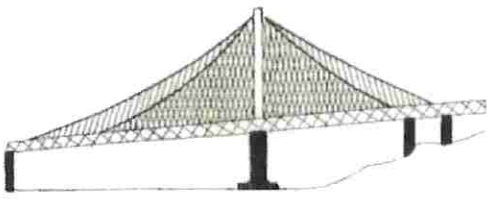
Guilderland Avenue
Town of Rotterdam
Schenectady County
State of New York

PREPARED FOR

Helderberg Meadows LLC
2 Computer Drive West
Suite 100
Albany, NY 12205

Date Prepared

November 18, 2021
Revised April 15, 2022
Revised July 28, 2022
Revised November 22, 2022
Revised August 8, 2023
Revised December 20, 2023
Revised June 4, 2024



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CIVIL ♦ ENVIRONMENTAL ♦ STRUCTURAL ENGINEERING

I. PROJECT DESCRIPTION

A. Project Location

The subject site is located along Route 158 in the Town of Rotterdam, Schenectady County (see site location map figure 1). The parcel is owned by The Development at Helderberg Meadows. The abutting property owners are The New York State Thruway to the North, Conrail to the west, and various landowners to the east.

B. Parcel Description

The subject Parcel encompasses approximately 66.51 +/- acres. The area is predominantly flat with wetlands. The site generally slopes from northeast to southwest. The slopes vary from 0.5% to 2% throughout the site. Stormwater produced on the site flows towards the intersection of the Conrail and NYS Thruway properties.

Immature trees and brush characterize the site.

The majority of the parcel was included within extension 12 of the Town of Rotterdam Sewer District #2 as part of the Helderberg Meadows PRD. This portion of the development was slated for 58 single family homes and a total flow of 22,330 gpd to be discharged to the District #2 and ultimately the Town of Rotterdam Sewage Treatment Plant. The conveyance and addition of these flows was reviewed and approved by the NYSDEC in 2008. A portion of this proposed development lies outside of the boundary of extension #12. The parcel formerly known as the Gianetti Parcel located along Guilderland Avenue totaling 5.52 Acres was added to the proposed development. It is necessary to include this parcel within the boundary of Sewer District #2 for the development of this parcel as proposed.

A sanitary sewer easement runs through the parcel. Within the easement is the existing 6" SDR-21 force main. The force main services the initial phases of the Helderberg Meadows PRD. The force main was also sized to handle the 58 single family homes on this parcel.

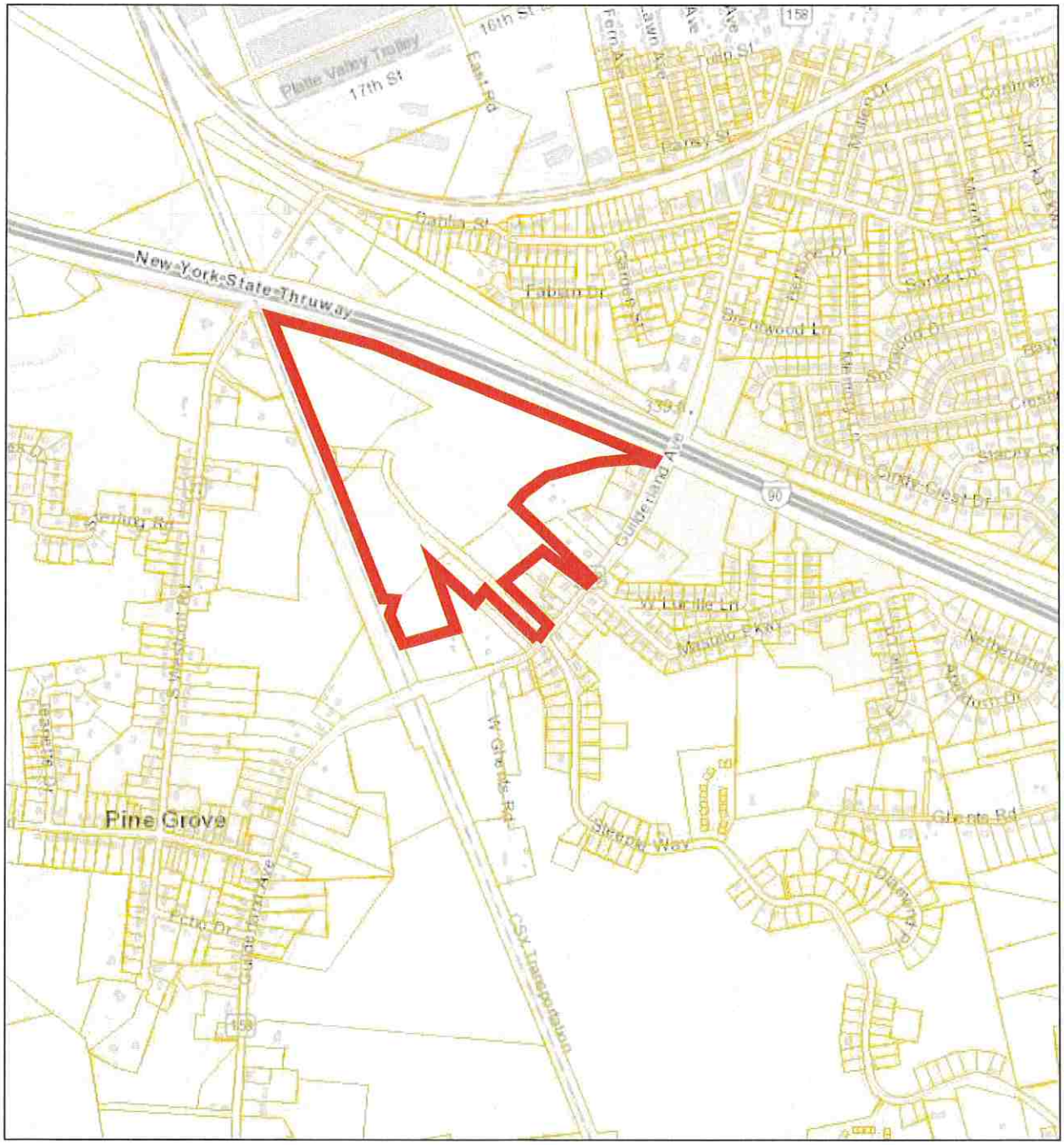
C. Proposed Development/Zoning

As stated previously the majority of the parcel utilized for this development was a portion of the approved Helderberg Meadows PRD. This parcel formerly known as the Ademac parcel was slated for the construction of 58 single family homes and

4,100 L.F. of new town roads with associated Town of Rotterdam water and sewer infrastructure.

The current proposal is to construct 124 condominiums in lieu of the 58 single family homes. The condominiums will be constructed on private roads with privately owned and maintained utilities. The condominium development will result in a 46% reduction in land disturbance from the approved single family residences. Additionally it will eliminate all of the 4.5 acres of flood plain impacts associated with the approved PRD.

The Condos At Helderberg Meadows



November 18, 2021

Parcels

1:16,852

0 0.125 0.25 0.5 mi

0 0.225 0.45 0.9 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

No Author

This map and information is provided as is. We make no warranties or guarantees, expressed or implied. The user assumes all risks and responsibility for determining whether this map is sufficient for purposes intended. The data is deemed reliable but not guaranteed.

II. WATER DISTRIBUTION SYSTEM

It is proposed to tie into the existing 10" stub located along Guilderland Avenue. The 10" will be reduced to 8". Eight inch water mains will be constructed throughout the proposed development to provide water service to the 124 condominiums. Hydrants will be placed along the water main at a maximum interval of 400'. All water mains will be constructed in accordance with the Recommended Standards for Water Works (10 States Standards) as well as all local and state requirements.

III. SEWER SYSTEM DESIGN

It has been well documented that both condominiums and apartments use significantly less water than and generate less sewage effluent than 110 gallons per day per bedroom as noted in the New York State Design Standards For Intermediate Sized Wastewater Treatments Systems. However, Section B.6.b of this document allows for three methods to estimate the hydraulic loading for a facility. Method 3 allows for the use of water meter data for a similar facility. In this case we utilized meter data for a 20 Unit Condominium project called Nathaniel Crossing. The site has a mixture of (10) 2 bedroom condos and (10) 3 bedroom condos. Data was evaluated from 8/29/2016 through 8/1/2017. The data was provided from master meter readings within Hotbox at the water main connection and included not only potable water usage but irrigation usage. Therefore the data will be somewhat conservative. Based upon our analysis found in appendix D of this document, the average usage per bedroom throughout the course of a year was calculated at 42 gallons per day per bedroom. We have utilized this value and applied a 1.5 factor of safety to obtain a value of 64 gallons per day per bedroom. As stated above this is conservative because it takes into account irrigation. The calculated amount during the winter months ranged between 10 gpd and 20 gpd less than the summer months. It should also be noted that the development was 100% occupied during the duration of the analysis.

A. Design Standards

Population:

62 (2) bedroom condominiums
62 (3) bedroom condominiums

Total of 310 bedrooms

Average daily flow:

310 bedrooms x 64 gpd/bedroom = 19,840 gpd

Peak Daily Flow = 4 x Average daily flow = 79,360 gpd
Peak Flow = 79,360 gpd x 1/1440 day/min = **55 gpm**

This proposed phase of the Helderberg Meadows Development was approved by the Town and DEC for 58 single family homes with a calculated average hydraulic loading 22,330 gpd. Since the proposed development will result in 12% less effluent than previously approved and designed for, a downstream analysis is not required for the proposed district extension.

The gravity sewer and pump station have been designed to New York State DEC and Town of Rotterdam Standards.

B. Collection Sewer

The proposed development will consist of gravity sewers which will convey the effluent from the condominiums to a new sanitary pump station located on the parcel. The proposed pump station will consist of a submersible grinder pump station with a 2" force main which will inject the effluent into the existing 6" SDR-21 force main on the parcel. As previously stated the existing force main was designed to handle the approved 58 single family homes, therefore, there is adequate capacity to handle the proposed condominiums.

Sewers throughout the site will be 8" PVC SDR-26. The building laterals will be 6" PVC. The minimum proposed pipe slope is 0.4%. Upon installation, the sewer system will be subjected to an infiltration or exfiltration test against a maximum daily leakage of 100 gallons per inch diameter per mile of pipe per day. The system will also be subjected to a TV inspection before being put into service.

Downstream Analysis

It has been requested by the Town and the NYSDEC that a downstream analysis be performed. Since a recent analysis of the system form Curry Road to the treatment plant was performed Prime AE Group for the Curry Road Apartments and determined the system has adequate capacity, the scope of the analysis limited to the gravity system from Guilderland Avenue to Curry Road. The Helderberg Meadows force main connects to the gravity system at the intersection of Palm Avenue and Guilderland Avenue. The system then runs a short distance along Guilderland Avenue to Sunrise Blvd. It follows Sunrise Boulevard before connecting into the Curry Road main. The gravity sewer main is a 10" main from Palm Avenue to the intersection of Vinewood and Sunrise Blvd. At this location it increases to a 12" gravity sewer until it connects to the Curry Road System.

On April 13th this office visually inspected the system along Sunrise Blvd as discussed with Town and NYSDEC. April 13th was chosen due to the significant rain in the week

leading up to the inspection. Since the majority of the effluent in this portion of the system is residential, the system was inspected from 8am to 10am during peak usage. Each of the manhole covers along Sunrise Blvd were removed and the flow of effluent was assessed. The majority of the system was flowing at about 50% capacity or less with one exception. The final section of 10" sewer pipe from MH 314A to MH 314 was submerged with effluent. The section of pipe is 56' and is at approximately 0.2% slope. Photos of each manhole can be found in Appendix E of this report.

It is recommended that the 10" pipe connecting MH 314A to MH 314 be replaced. It shall be replaced with a 15" PVC SDR-26 pipe. The inverts and pipe slope shall be held at the current inverts. This work shall be completed prior to the connection of the Helderberg Meadows Condominiums and issuance of a building permit for any new structures associated with the Helderberg Meadows Condominiums.

Update: In November of 2023, the Town of Rotterdam, contractor and project engineer met on site to review the replacement of the existing sewer main in Sunrise Blvd. During the visit, it was determined that the inlet to pipe exiting the upstream manhole was substantially blocked with grease and other solids. The blockage was removed and the existing line was jetted several times. Upon completion of the work, it was determined that pipe was operating properly and has adequate capacity to convey the existing and additional flows and no replacement is required.

C. Pump Stations

As stated it is proposed to install a duplex submersible grinder pump station capable conveying the peak flow of 55 gpm. The proposed pump station will have 2 HP motors and an automatic backup generator. Details for the proposed pump station can be found in appendix C of this document.

D. Waste Water Treatment

The sewage will then ultimately flow to the Town of Rotterdam wastewater treatment plant prior to being discharged into the Mohawk River. It is believed that the Town of Rotterdam wastewater treatment plant has an excess treatment capacity of about 250,000 gallons per day. The Helderberg Meadows PRD had reserved 83,985 gallons of this excess capacity. Part of that reservation was the 22,330 gpd for the approved 58 homes on this parcel. Since the proposed flows are less than the reserved 22,330 gpd there is adequate capacity at the Town of Rotterdam treatment plant for this development and district extension.

IV. DISTRICT EXTENSION

Attached in Appendix B is a map showing the proposed sewer district extension. The proposed district will be extension 17 of Sewer District #2 and will include only the

parcel formerly known as the Gianetti Parcel. The remaining portion of the development is included within Extension #12 of Sewer District #2. All state county and local permits will need to be obtained prior to filing and acceptance of the district extension.

V. FINANCING

Attached as Appendix A, is the cost estimate of the proposed sanitary sewer collection system for The Condos at Helderberg Meadows. The cost will be borne entirely by the developer. A portion of this system will be constructed in the former Extension 12 of District 2 and a portion with be constructed within this extension. Since all of the infrastructure cost will be borne by the developer, the cost per user will be only the Operation and Maintenance fees. These fees for 2023 were $385.08 which will be the only cost to the user.

APPENDIX A.

Construction Cost Estimate

Sanitary sewer & appurtenances

Structures:

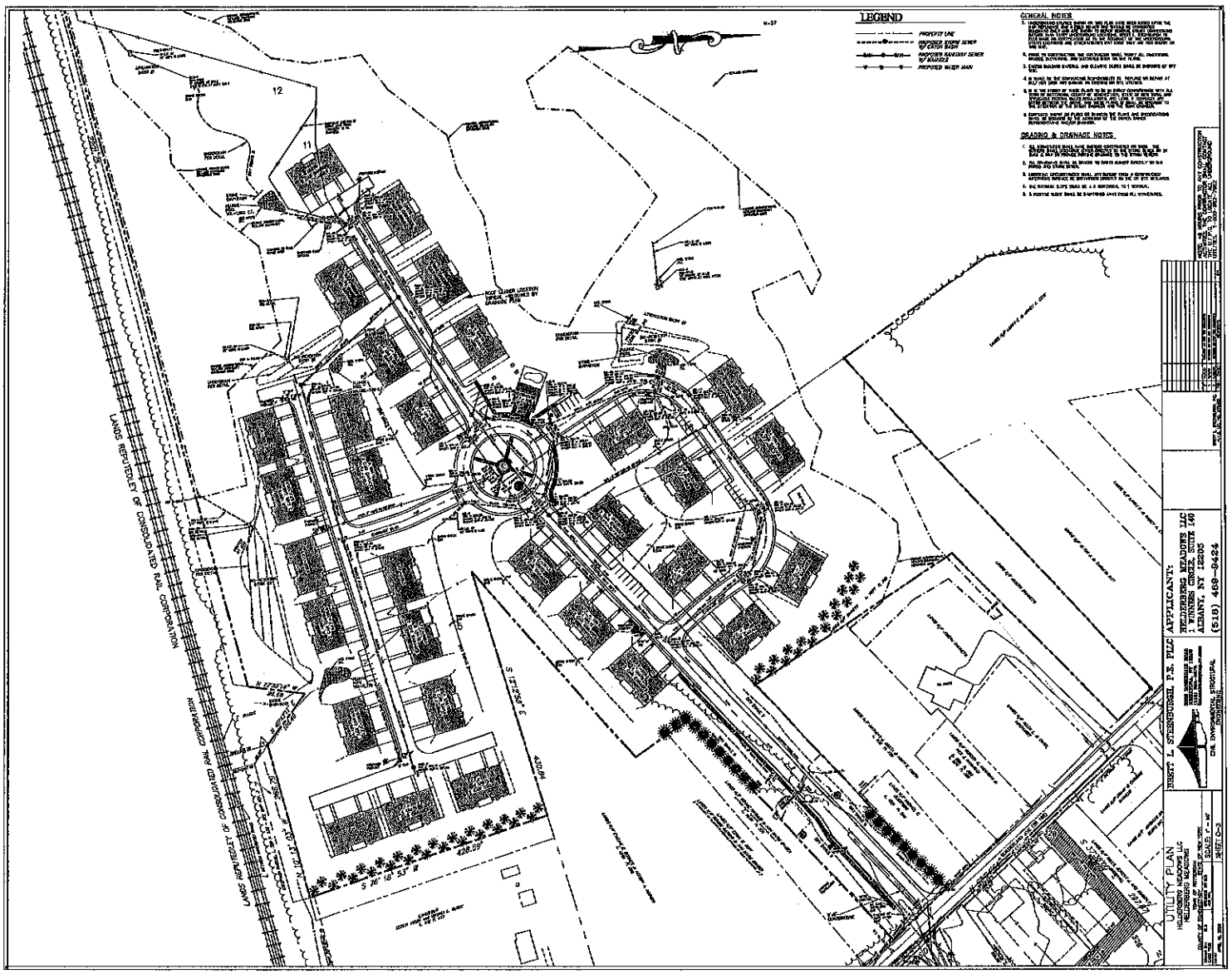
	Quantity	Length	Unit Price	Subtotal
48" precast san mh < 12' deep	9		$2,250.00	$20,250.00
48" precast san mh > 12' deep	0		$1,700.00	$0.00

Sanitary Pipe:

	Quantity	Length	Price per foot	Subtotal
8" pvc < 12' deep		2320	$22.00	$51,040.00
8" pvc > 12' deep < 16' deep		0	$18.00	$0.00
8" pvc > 16' deep < 20' deep		0	$19.00	$0.00
8" dip		0	$23.00	$0.00
2" pvc		0	$8.35	$0.00
1.5" pvc		0	$8.35	$0.00
6" force main		300	$18.00	$5,400.00
3" force main		20	$12.00	$240.00
Pump Station	1		$120,000.00	$120,000.00
Replace 56' of pipe in Sunrise	1		$35,000.00	$35,000.00
Wyes and laterals	31		$600.00	$18,600.00
			Total	**$250,530.00**

APPENDIX B.

Sewer Plan and District Extension Plan


LEGEND
PROPERTY LINE
PROPOSED SANITARY SEWER W/ MANHOLE
PROPOSED WATER MAIN
GENERAL NOTES
GRADING & DRAINAGE NOTES
LANDS REPUTEDLY OF CONSOLIDATED RAIL CORPORATION
NEW YORK RAILROAD
APPLICANT:
HELDERBERG MEADOWS LLC
1 WINNERS CIRCLE SUITE 140
ALBANY, NY 12205
(518) 469-9424
UTILITY PLAN
HELDERBERG MEADOWS LLC
HELDERBERG MEADOWS
CIVIL ENVIRONMENTAL INDUSTRIAL

NYS THRUWAY
NYS THRUWAY
DISTRICT EXTENSION #1
SEWER DISTRICT #2
EXISTING
SEWER DISTRICT #2
NY 155
GUILDERLAND AVE
SEWER DISTRICT EXTENSION
HILLSBORO MEADOWS LLC
THE CONDOS AT HILLSBORO MEADOWS
APPLICANT:
HILLSBORO MEADOWS LLC
1 WINNERS CIRCLE, SUITE 140
ALBANY, NY 12205
(518) 489-9424
ROBERT L. STOCKSTADT, P.E. PLLC
CIVIL ENVIRONMENTAL STRUCTURAL
SURVEYING

APPENDIX C.

Pump Station Design

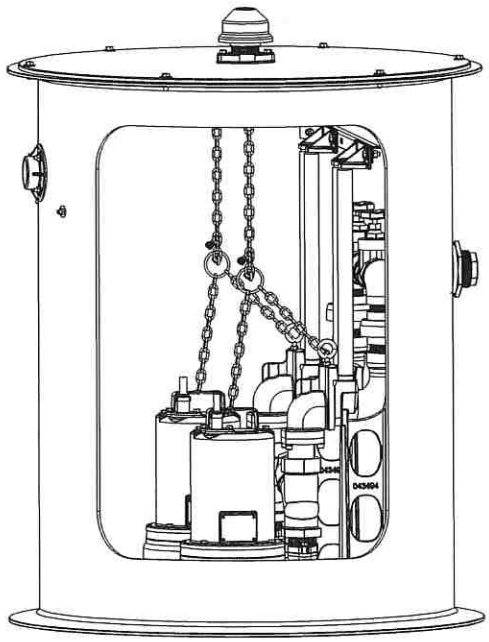
Pre-Packaged Fiberglass Systems

Specifications:

inches (mm)

BASIN ..... Fiberglass w/ 3" (76) Ballast Support Flange
DISCHARGE ..... Polypropylene
Size ..... 1¼", 2", or 3" NPT, Female
INLET ..... 4" (102) Fiberglass Inlet Hub, (For Field Installation)
COVER:
Steel ..... 48" Dia. Black Powder Coated, with 2" (51) Bug-Free Vent, Lockable Hinged Access Door and Stainless Steel Hinges and Hardware
Aluminum ..... 48" Dia. with 2" Bug-Free Vent, Lockable Hinged Access Door and Stainless Steel Hinges and Hardware
Aluminum ..... 36" Dia. Alum. 3/4 Hatch with Stainless Steel Hinges and Hardware (Frogmouth)
Fiberglass ..... One piece,Grass Green with 2" (51) Bug-Free Vent. 36" Dia. Basins Only
RAIL SYSTEM ..... 1" SCH40 Stainless Steel
BASE ELBOW FITTING:
Stationary ..... Cast Iron
Mounting ..... Bolted to bottom of basin
VALVE:
Material ..... Gate-PVC (1¼", 2") Ball-PP (3")
Size ..... 1¼", 2", or 3" NPT
SWING CHECK VALVE ON 3" UNITS:
Material ..... BR
Size ..... 3"
ELECTRICAL ..... 2" NPT Conduit Hub Qty (2) (For Field Installation)
EXTENSION HANDLE ..... 3/8" Dia. (9.5) Stainless Steel (For Units 60" + Deeper)
LIFTING DEVICE ..... Stainless Steel Chain
HARDWARE ..... 300 Series Stainless Steel
DISCHARGE PIPING ..... SCH80 PVC/PP
LEVEL CONTROLS:
Floats ..... Quantity of four mechanical level controls, with N.O. contacts polypropylene housings with 18-2, SJOW cord with adjustable float weights, suspended from stainless steel float rack
MOVABLE SUB-ASSEMBLY: (For field installation)
Discharge Piping .... Stainless Steel
Ball Check Valve .... Included on 1¼" and 2" units
Material CI

SWPA MEMBER



Duplex Fiberglass Lift Station:

Rail Pipe

1¼" NPT Discharge, or
2" NPT Discharge, or
3" NPT Discharge

WARNING:
CANCER AND REPRODUCTIVE HARM - WWW.P65WARNINGS.CA.GOV

Pre-Packaged Fiberglass Systems

1. Diameter
- ☐ 36" (.9m)
- ☐ 48" (1.2m)

2. Depth
- ☐ 48" (1.2m)(1-1/4" and 2" Discharge ONLY)
- ☐ 60" (1.5m)
- ☐ 72" (1.8m)
- ☐ 84" (2.1m)
- ☐ 96" (2.4m)

3. Level Control
- ☐ Individual Suspended Floats

4. Cover Type
Cover Restrictions:
- ☐ 36" (.9m) Solid Fiberglass
- ☐ 36" (.9m) Aluminum 3/4 Hatch
- ☐ 48" (1.2m) Steel
- ☐ 48" (1.2m) Aluminum Hatch

5. Sensor Options
Sensor Restrictions:
a.) PGPP & PGPH **CANNOT** Use Moisture Sensors.
- ☐ Temperature Only
- ☐ Moisture and Temperature

6. Inlet Type
- ☐ 4" (102mm) SCH 40/80 Fiberglass Inlet Hub

7. Lifting Device
- ☐ Stainless Steel Chain

8. Pump (OPTIONAL)
- See online ePump configurator to build a station with or without a pump

9. Panel (OPTIONAL)
- See online ePump configurator to build a station with or without a panel

NOTE: Pump and panel are shipped loose when configured with station.

DESCRIPTION: The manufacturer shall furnish a complete Pump Station(s). The pump station shall consist of a basin package, pump and control panel.

- The Basin Package shall include the following: fiberglass basin with anti-flotation collar, BAF lift out system with stainless steel guide rails, isolation valve, mechanical floats, basin cover, check valve, stainless lifting chain, field locatable conduit fitting, and bug free station vent. All equipment in the wet well shall be capable of constant submerge in sewage to a minimum depth of 30 feet without electrical power being energized.
- The Control Panel (optional) shall include a NEMA 4X weather tight thermoplastic enclosure with removable mounting flanges. The panel shall have alternating action that equalizes pump wear. In addition to the alternating pump control, this system provides override control should either pump fail. The panel shall have indicators showing pump run, float status, and control/alarm power indicators. The high level alarm shall consist of a horn for audio warning, as well as a top mounted red beacon. The interior of the panel shall consist of magnetic motor contactors, circuit breakers, terminal blocks for customer connection of power, pump leads, and level switches, and hand-off-automatic switches are provided for manual operation of the pumps.
- The Pump (optional) shall include a Barnes Grinder, Effluent, or Sewage Ejector, and shall be selected based on the hydraulic requirements of the system.

SHOP DRAWINGS AND MANUALS: After receipt of notice to proceed, the manufacturer shall furnish the engineer a minimum of eight (8) sets of shop drawings detailing the equipment to be furnished including dimensional data and materials of construction. The engineer shall promptly review this data, and return two (2) copies to the manufacturer as approved, or approved as noted. Upon receipt of accepted shop drawings, the manufacturer shall proceed with order entry and fabrication of the equipment. Prior to completion of equipment delivery, the manufacturer shall supply four (4) copies of Operation and Maintenance Manuals to the owner, and one (1) copy of the same to the engineer.

PRE-APPROVAL OF MANUFACTURER: The system design is detailed in the drawings. Any pump manufacturer not specified, but wishing to be pre-approved as an acceptable supplier shall submit a complete hydraulic analysis based on the design detailed in the drawings at least fifteen days prior to bid date. All manufacturers must have been in the business of manufacturing complete pump stations for a minimum of ten years. Manufacturer Representatives, Distributors, or Packagers will not be considered to be manufacturers. Manufacturer must demonstrate to the satisfaction of engineer that the proposed pump equipment will meet system flows and heads required. In addition, pre-submittal must also demonstrate to the satisfaction of the engineer that the equipment being proposed meets or exceeds all performance and safety requirements, materials of construction, and user benefits of the specified equipment. Only pre-approved pump station manufacturers will be considered. All bids utilizing manufacturers not pre-approved will be considered non-responsive.

ACCEPTABLE MANUFACTURER(S): Acceptable pump station manufacturer(s) are Barnes pumps as manufactured by Crane Pumps & Systems., or pre-approved equal.

CORROSION PROTECTION: All materials exposed to wastewater shall have inherent corrosion protection: i.e., painted cast iron, fiberglass, stainless steel, PVC.

STATION CONFIGURATION: Basins shall be supplied in a wet well configuration.

LEVEL DETECTION: Level detection for controlling the pump and alarm operation shall be accomplished by use of a detection mechanism specifically designed for use in a sewage system and shall be removable without the need to remove the pump. Switches utilized in the system shall be hermetically sealed in a submersible, watertight protective casing. Level detection mechanism shall be suspended mechanical floats with adjustable weights for sight specific settings to provide switch protection from solids, greases, oils, and fats. Level detection mechanism shall not require any regular, preventive maintenance. The level detection mechanism shall consist of four (Duplex) switches, one for each function (HIGH WATER ALARM, LEAD PUMP ON, LAG PUMP ON, ALL PUMPS OFF). The level controls shall be serviceable without the need for a confined space entry as defined by OSHA or the need to remove the pump. Use of mercury floats will not be acceptable.

SHUT-OFF VALVE: The pump discharge shall be equipped with a factory installed, manual valve with separate union. Valves shall be, constructed of (Gate-PVC(1-1/4" and 2") Ball-PP (3")) , with a minimum rated pressure of 150 PSI (10.6 kgs/sq. meter). All valves shall be operable from ground level. Shut off valve must be replaceable without excavating basin exterior. Shut off valves shall be each equal to the size of the station discharge.

BASIN CONSTRUCTION AND ASSEMBLY: The basin shall be fiberglass reinforced polyester resin with a 3" (76.2 mm) ballast support flange. The basin shall be furnished with one flexible inlet flange (shipped loose to facilitate field location) to accept a 4.50" (114 mm) OD DWV pipe. Inlet location can vary to accommodate ease of installation. (See installation instructions or consult factory for details.) Basin capacities and dimensions shall be as shown on the contract drawings or as specified herein. The basin FRP wall laminate thickness shall vary with the wetwell depth to provide the aggregate strength to meet the tensile and flexural physical property requirements. The basin FRP wall laminate must be designed to withstand wall collapse or buckling based on a hydrostatic pressure of pounds per square foot, a saturated soil weight of 120 pounds per cubic foot, a soil modulus of 700 pounds per square foot. Basin must comply with the pipe stiffness values as specified in ASTM D 3753. The basin laminate must be constructed to withstand or exceed 150% of the assumed loading on any depth. The finished FRP laminate will have a Barcol hardness of at least 90% of the resin manufactures specified hardness for the fully cured resin. The Barcol Hardness shall be the same for both interior and exterior surfaces. Manufacture must submit documentation including calculation and production certification that basin (s) on the project are in compliance with the above requirements.

All piping inside the basin silhouette shall be at a level in the station that is lower than the frost depth or depth of bury specified for the low pressure sewer piping, whichever is lowest.

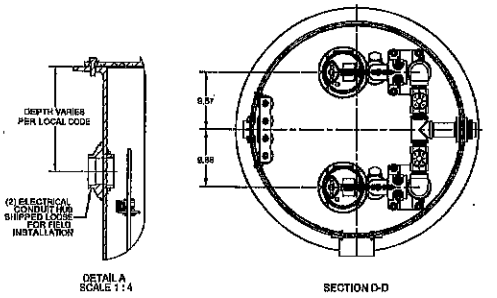
Fiberglass cover shall be grass green color. Steel cover shall be black in color. Aluminum cover shall be natural silver color.

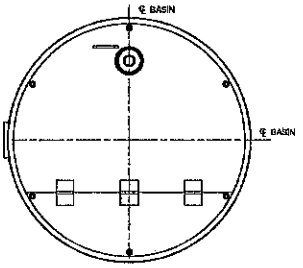
All discharge piping shall be constructed of Schedule 80 PVC and terminate outside the stations with a bulkhead female NPT fitting. The manufacturer shall guarantee all bulkhead penetrations watertight.

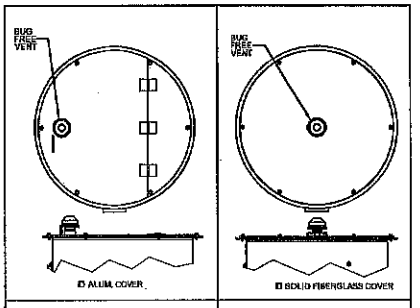
PUMP REMOVAL SYSTEM: Each basin shall be equipped with a 300 series stainless steel pipe guide rail assembly to facilitate removal of the pump(s) from ground level. A stainless steel lifting chain with harness shall be supplied for pump removal. Pump removal system must not require the loosening of fasteners to facilitate pump removal, and shall provide for automatic alignment and re-connection of discharge piping for the replacement pump. Pump replacement shall be accomplished while the basin is full of sewage without the need to dewater the basin.

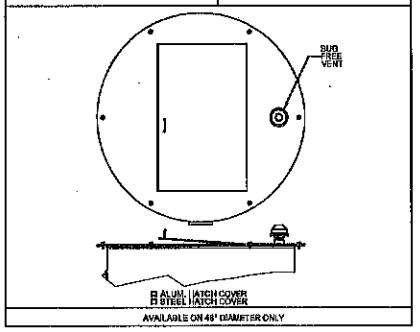
WARRANTY: The manufacturer shall provide a warranty of twenty-four (24) months after date of manufacture. The owner will return any equipment found to be defective to the manufacturer for inspection and validation of the defect. Defective equipment will be repaired or replaced and shipped back to customer at no charge. Consult factory for extended warranty information.

End

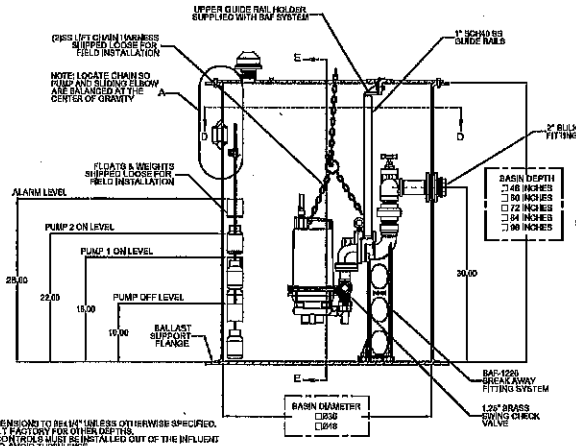


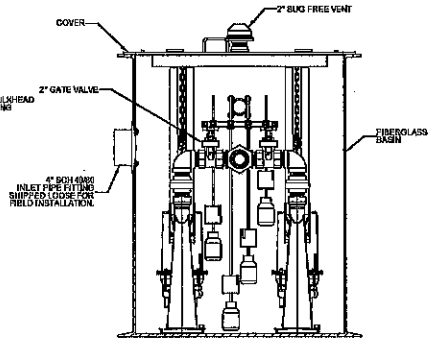






BASIN COVER OPTIONS





SECTION E-E

NOTES:
1. ALL DIMENSIONS TO BE ±1/4" UNLESS OTHERWISE SPECIFIED.
2. CONSULT FACTORY FOR OTHER DEPTHS.
3. LEVEL CONTROLS MUST BE INSTALLED OUT OF THE INFLUENT FLOW TO AVOID TURBULENCE.
4. ELECTRICAL CONDUIT & FITTINGS TO BE INSTALLED ACCORDING TO STATE AND LOCAL CODES.

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SHEET 1 OF 1

TITLE: DUPLEX, PACKAGE, BAF-1220

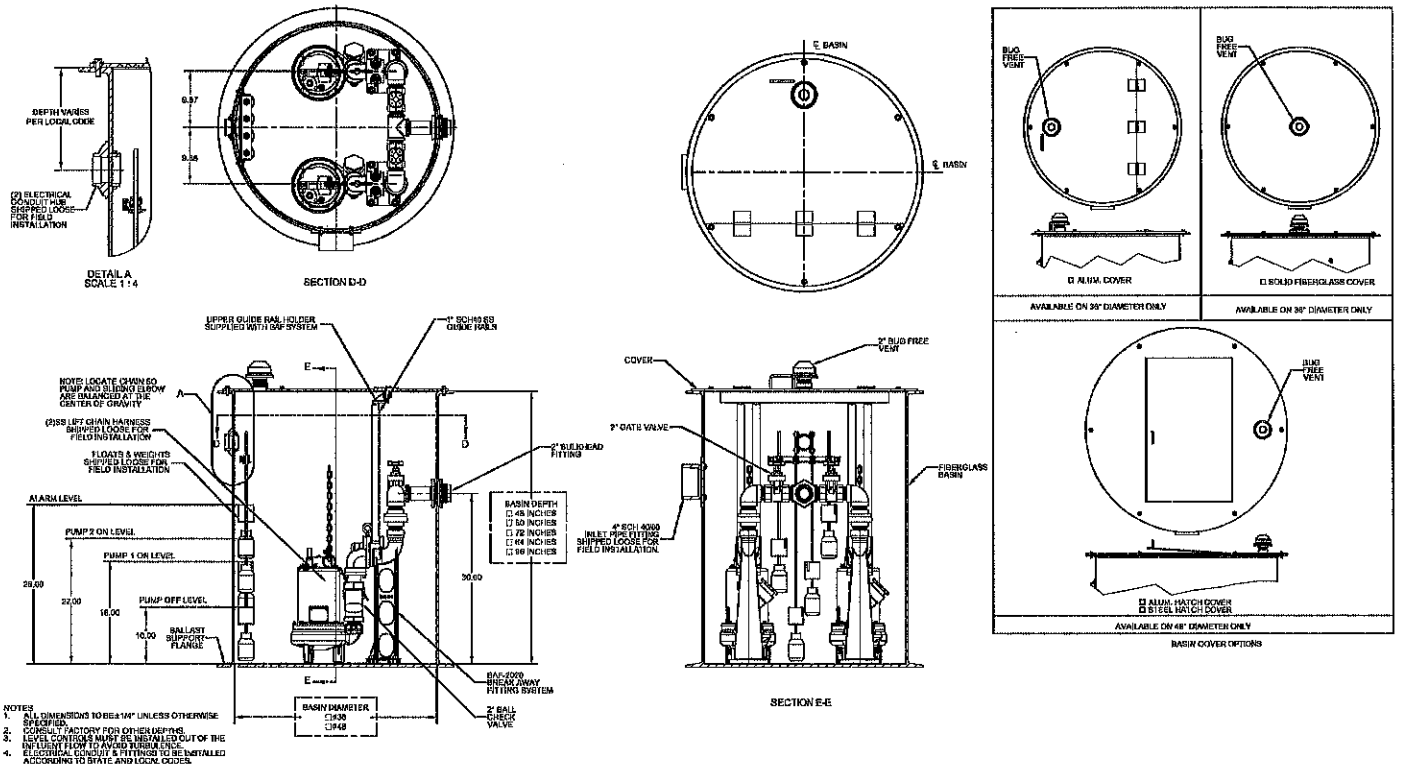
CASE NO: 96046

DWG NO: CD137092

REV: B

CRANE PUMPS & SYSTEMS

BURKS PUMPS · BARNES · SELLERS
PROSSER/ENPO · WEINMAN · DEMING



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SHEET 1 OF 1

TITLE: DUPLEX, PACKAGE, BAF-2020

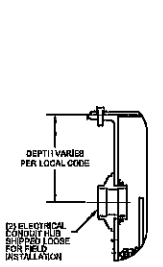
CAGE NO: 96046

DWG NO: CD137093

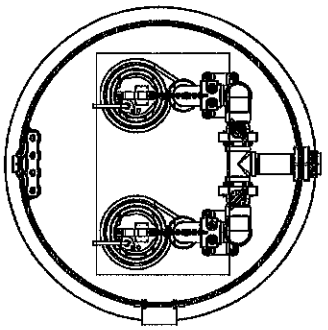
REV: A

CRANE PUMPS & SYSTEMS

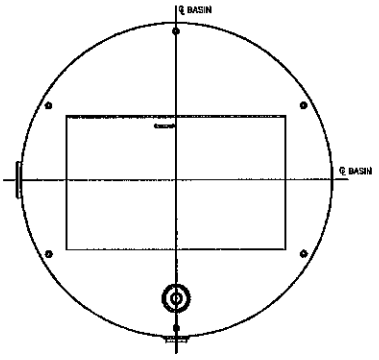
BURKS PUMPS • BARNES • SELLERS
PROSSER/ENFO • WEINMAN • DEMING

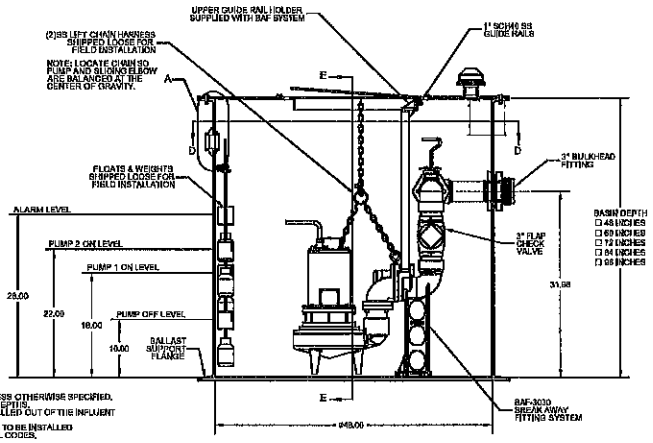


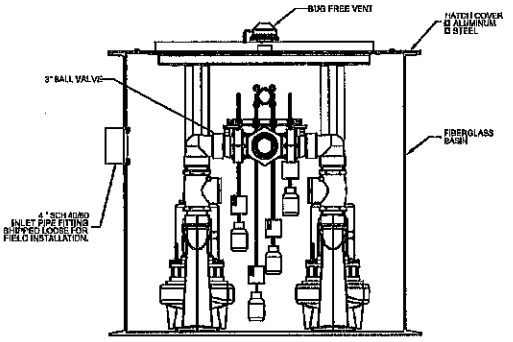
DETAIL A
SCALE 1 : 4



SECTION D-D







SECTION E-E

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2. CONSULT FACTORY FOR OTHER DEPTHS.
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SHEET 1 OF 1

TITLE: DUPLEX, PACKAGE, BAF-3030 W/ HATCH COVER

CAGE NO: 96046

DWG NO: CD137094

REV: B

CRANE PUMPS & SYSTEMS

BURKS PUMPS · BARNES · BELLERS
PROSSER/ENPO · WEINMAN · DEMING

Submersible Grinder Pumps

Specifications:

DISCHARGE:		
	NGV Vertical	2" NPT
	NGVH Flange	2"/2.50"/3", Horizontal
	NGVHH Flange	2.50"/3", Horizontal
LIQUID TEMPERATURE		104°F (40°C) Continuous
VOLUTE		Cast Iron ASTM A-48, Class 30
MOTOR HOUSING		Cast Iron ASTM A-48, Class 30
SEAL PLATE		Cast Iron ASTM A-48, Class 30
IMPELLER:	*Design*	12 Vane, Vortex, With Pump Out Vanes On Back Side. Dynamically Balanced, ISO G6.3
	Material	Cast Iron ASTM A-48, Class 30
SHREDDING RING		Hardened 440C Stainless Steel, Rockwell® C-55
CUTTER		Hardened 440C Stainless Steel, Rockwell® C-55
SHAFT		416 Stainless Steel
SQUARE RINGS		Buna-N
HARDWARE		300 Series Stainless Steel
PAINT		Axalta™ Corlar® Epoxy, Two Coats
SEAL:	*Design*	Tandem Mechanical, Oil Filled Reservoir
	Material	Rotating Faces - Carbon Stationary Faces - Ceramic Elastomer - Buna-N Hardware -300 Series Stainless
CORD ENTRY		Custom Molded, Quick Connected for Sealing and Strain Relief
POWER CORD		CSA Certified Submersible Power Cable 2000V - Ordered Separately
UPPER BEARING:		
	Design	Single Row, Ball, Oil Lubrication
	Load	Radial
LOWER BEARING:		
	Design	Double Row, Ball, Oil Lubrication
	Load	Radial & Thrust
MOTOR:	*Design*	NEMA B Three Phase Torque Curve Oil-Filled, Squirrel Cage Induction, Inverter Duty rated per NEMA MG1
	Insulation	Class H Varnish & Magnet Wire
SINGLE PHASE		Requires overload protection to be included in control panel. Requires start components to be included in panel. Provided with pump
THREE PHASE		Requires overload protection to be included in control panel
MOISTURE SENSORS		Normally Open (N/O), Requires relay in control panel
TEMPERATURE SENSOR		Normally Closed (N/C) To be wired in series with control circuit
OPTIONAL EQUIPMENT		Seal Material, Impeller Trims, Cord Length, Leg Kit, 3" Spool Kit

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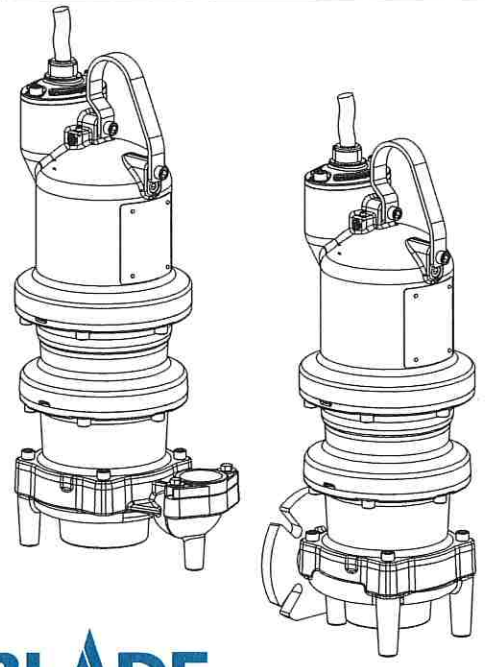


BLADE

Series: NGV
3, 5 , 7.5 & 10HP,
3450RPM, 60Hz

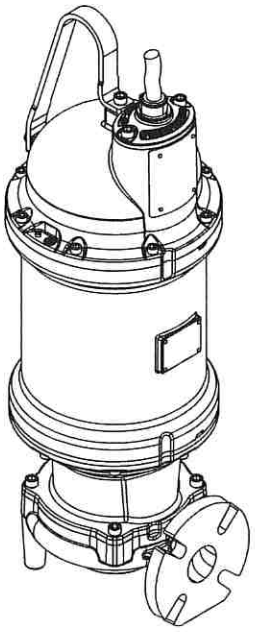
Sample Specifications: Section 3 Page 12.

DESCRIPTION:

THE GRINDER PUMP IS DESIGNED TO **REDUCE** DOMESTIC, COMMERCIAL, INSTITUTIONAL AND LIGHT INDUSTRIAL SEWAGE TO A FINELY GROUND SLURRY.

WARNING:
CANCER AND REPRODUCTIVE HARM - WWW.P65WARNINGS.CA.GOV

Submersible Grinder Pumps



BLADE

Series: NGV
15HP,
3450RPM, 60Hz

Sample Specifications: Section 3 Page 13.

DESCRIPTION:

THE GRINDER PUMP IS DESIGNED TO **REDUCE** DOMESTIC, COMMERCIAL, INSTITUTIONAL AND LIGHT INDUSTRIAL SEWAGE TO A FINELY GROUND SLURRY.

WARNING:
CANCER AND REPRODUCTIVE HARM - WWW.P65WARNINGS.CA.GOV

Specifications:

DISCHARGE:		
	Flange	2.50"/3", Horizontal
LIQUID TEMPERATURE		104°F (40°C) Continuous
VOLUTE		Cast Iron ASTM A-48, Class 30
MOTOR HOUSING		Cast Iron ASTM A-48, Class 30
SEAL PLATE		Cast Iron ASTM A-48, Class 30
IMPELLER:	*Design*	12 Vane,Vortex, With Pump Out Vanes On Back Side. Dynamically Balanced, ISO G6.3
	Material	Cast Iron ASTM A-48, Class 30
SHREDDING RING		Hardened 440C Stainless Steel, Rockwell® C-55
CUTTER		Hardened 440C Stainless Steel, Rockwell® C-55
SHAFT		416 Stainless Steel
SQUARE RINGS		Buna-N
HARDWARE		300 Series Stainless Steel
PAINT		Axalta™ Corlar® Epoxy, Two Coats
SEAL:	*Design*	Tandem Mechanical, Oil Filled Reservoir
	Material	Rotating Faces - Carbon Stationary Faces - Ceramic Elastomer - Buna-N Hardware -300 Series Stainless
CORD ENTRY		Custom Molded, Quick Connected for Sealing and Strain Relief
POWER CORD		CSA Certified Submersible Power Cable 2000V - Ordered Separately
UPPER BEARING:		
	Design	Single Row, Ball, Oil Lubrication
	Load	Radial
LOWER BEARING:		
	Design	Double Row, Ball, Oil Lubrication
	Load	Radial & Thrust
MOTOR:	*Design*	NEMA B Three Phase Torque Curve Oil-Filled, Squirrel Cage Induction, Inverter Duty rated per NEMA MG1
	Insulation	Class H Varnish & Magnet Wire
SINGLE PHASE		Requires overload protection to be included in control panel. Requires start components to be included in panel. Provided with pump
THREE PHASE		Requires overload protection to be included in control panel
MOISTURE SENSORS		Normally Open (N/O), Requires relay in control panel
TEMPERATURE SENSOR		Normally Closed (N/C) To be wired in series with control circuit
OPTIONAL EQUIPMENT		Seal Material, Impeller Trims, Cord Length, Leg Kit

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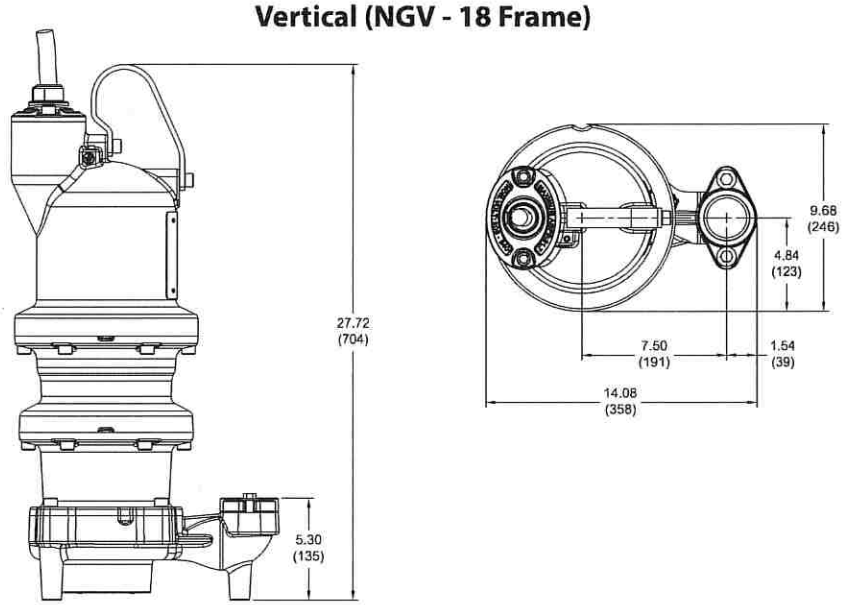
LR16567

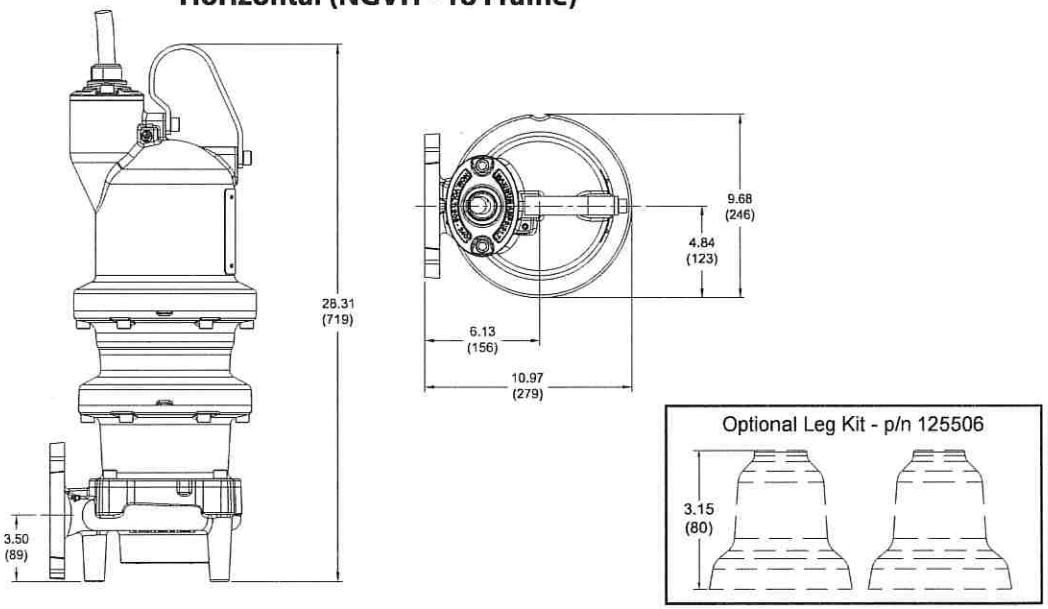
SWPA MEMBER

Vertical (NGV - 18 Frame)

inches (mm)



Horizontal (NGVH - 18 Frame)



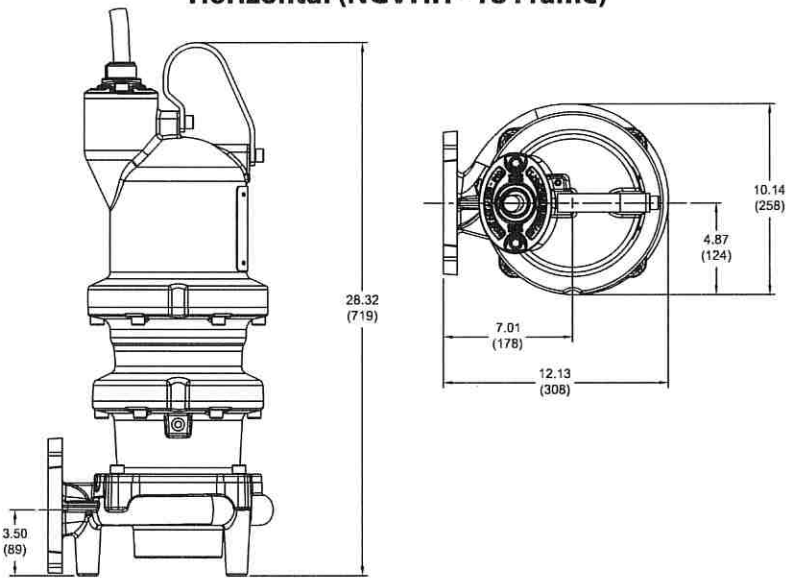
IMPORTANT !

1.) MOISTURE AND TEMPERATURE SENSORS MUST BE CONNECTED TO VALIDATE THE WARRANTY.
2.) A SPECIAL MOISTURE SENSOR RELAY IS REQUIRED IN THE CONTROL PANEL FOR PROPER OPERATION OF THE MOISTURE SENSORS. CONTACT BARNES PUMPS FOR INFORMATION CONCERNING MOISTURE SENSING RELAYS FOR CUSTOMER SUPPLIED CONTROL PANELS.
3.) THESE PUMPS ARE CSA LISTED FOR PUMPING WATER AND WASTEWATER. **DO NOT USE TO PUMP FLAMMABLE LIQUIDS.**
4.) INSTALLATIONS SUCH AS DECORATIVE FOUNTAINS OR WATER FEATURES PROVIDED FOR VISUAL ENJOYMENT MUST BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE ANSI/NFPA 70 AND/OR THE AUTHORITY HAVING JURISDICTION. THIS PUMP IS NOT INTENDED FOR USE IN SWIMMING POOLS, RECREATIONAL WATER PARKS, OR INSTALLATIONS IN WHICH HUMAN CONTACT WITH PUMPED MEDIA IS A COMMON OCCURRENCE.
5.) THIS PUMP IS NOT APPROPRIATE FOR THOSE APPLICATIONS SPECIFIED AS CLASS 1 DIVISION 1 HAZARDOUS LOCATIONS.

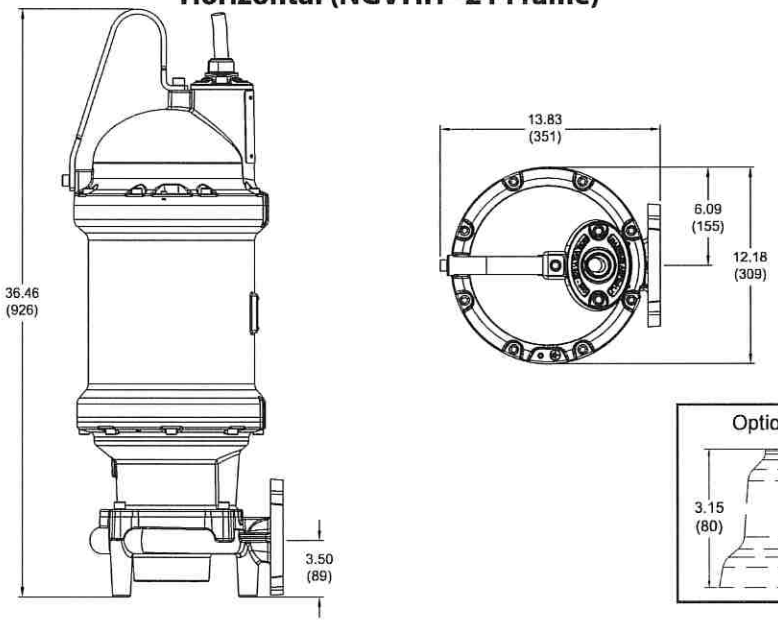
Submersible Grinder Pumps

Horizontal (NGVHH - 18 Frame)

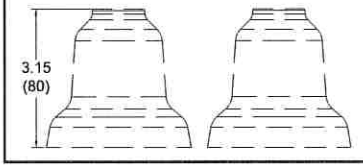
inches (mm)



Horizontal (NGVHH - 21 Frame)



Optional Leg Kit - p/n 125506



IMPORTANT !

1.) MOISTURE AND TEMPERATURE SENSORS MUST BE CONNECTED TO VALIDATE THE WARRANTY.
2.) A SPECIAL MOISTURE SENSOR RELAY IS REQUIRED IN THE CONTROL PANEL FOR PROPER OPERATION OF THE MOISTURE SENSORS. CONTACT BARNES PUMPS FOR INFORMATION CONCERNING MOISTURE SENSING RELAYS FOR CUSTOMER SUPPLIED CONTROL PANELS.
3.) THESE PUMPS ARE CSA LISTED FOR PUMPING WATER AND WASTEWATER. **DO NOT USE TO PUMP FLAMMABLE LIQUIDS.**
4.) INSTALLATIONS SUCH AS DECORATIVE FOUNTAINS OR WATER FEATURES PROVIDED FOR VISUAL ENJOYMENT MUST BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE ANSI/NFPA 70 AND/OR THE AUTHORITY HAVING JURISDICTION. THIS PUMP IS NOT INTENDED FOR USE IN SWIMMING POOLS, RECREATIONAL WATER PARKS, OR INSTALLATIONS IN WHICH HUMAN CONTACT WITH PUMPED MEDIA IS A COMMON OCCURRENCE.
5.) THIS PUMP IS NOT APPROPRIATE FOR THOSE APPLICATIONS SPECIFIED AS CLASS 1 DIVISION 1 HAZARDOUS LOCATIONS.

Submersible Grinder Pumps

	MODEL NO	PART NO	HP	VOLT	PH	Hz	RPM (Nom)	NEMA START CODE	FULL LOAD AMPS	SERVICE FACTOR	LOCKED ROTOR AMPS	DRIVER FRAME	CORD P/N ▲	CORD SIZE	CORD O.D.
BLADE NGV Pump - Vertical	NGV3072	141339N	3.0	208	1	60	3450	J	25.0	1.0	113.2	18	125496	12/4 - 18/4	.86 ± .02
				230				M	23.2		131.2				
	NGV30N2	141340N	3.0	208	3	60	3450	P	12.1	1.0	85.4	18	125496	12/4 - 18/4	.86 ± .02
				230					12.6		95.2				
				460					6.3		47.6		125497	12/4 - 18/4	.86 ± .02
	NGV3052	141342N	3.0	575	3	60	3450	P	5.0	1.0	38.1	18	125497	12/4 - 18/4	.86 ± .02
	NGV5072	141343N	5.0	208	1	60	3450	E	34.1	1.0	113.2	18	125498	8/4 - 18/4	1.12 ± .02
				230				G	29.9		131.2				
	NGV50N2	141344N	5.0	208	3	60	3450	J	17.8	1.0	85.4	18	125496	12/4 - 18/4	.86 ± .02
				230					16.0		95.2				
				460					8.0		47.6		125497	12/4 - 18/4	.86 ± .02
	NGV5052	141346N	5.0	575	3	60	3450	J	6.4	1.0	38.1	18	125497	12/4 - 18/4	.86 ± .02
	NGV75N2	141347N	7.5	208	3	60	3450	M	28.0	1.0	173.9	18	125496	12/4 - 18/4	.86 ± .02
				230					28.2		201.0				
				460					14.1		100.5		125497	12/4 - 18/4	.86 ± .02
	NGV7552	141349N	7.5	575	3	60	3450	M	11.3	1.0	80.4	18	125497	12/4 - 18/4	.86 ± .02

IMPORTANT !
Moisture and Temperature sensor leads are integral to power cord.
Pump rated for operation at ± 10% voltage at motor.
▲ Cord Suffix: XC - 30 Feet, XF - 50 Feet, XJ - 75 Feet, or XL - 100 Feet.
▲ Cord sold separately.
Single Phase pumpes require start components to be included in panel. Provided with pump.

Submersible Grinder Pumps

BLADE NGVH Pump - Horizontal														
MODEL NO	PART NO	HP	VOLT	PH	Hz	RPM (Nom)	NEMA START CODE	FULL LOAD AMPS	SERVICE FACTOR	LOCKED ROTOR AMPS	DRIVER FRAME	CORD P/N ▲	CORD SIZE	CORD O.D.
NGVH3072	141350N	3.0	208	1	60	3450	J	25.0	1.0	113.2	18	125496	12/4 - 18/4	.86 ± .02
			230				M	23.2		131.2				
NGVH30N2	141351N	3.0	208	3	60	3450	P	12.1	1.0	85.4	18	125496	12/4 - 18/4	.86 ± .02
			230					12.6		95.2				
			460					6.3		47.6		125497	12/4 - 18/4	.86 ± .02
NGVH3052	141353N	3.0	575	3	60	3450	P	5.0	1.0	38.1	18	125497	12/4 - 18/4	.86 ± .02
NGVH5072	141354N	5.0	208	1	60	3450	E	34.1	1.0	113.2	18	125498	8/4 - 18/4	1.12 ± .02
			230				G	29.9		131.2				
NGVH50N2	141355N	5.0	208	3	60	3450	J	17.8	1.0	85.4	18	125496	12/4 - 18/4	.86 ± .02
			230					16.0		95.2				
			460					8.0		47.6		125497	12/4 - 18/4	.86 ± .02
NGVH5052	141357N	5.0	575	3	60	3450	J	6.4	1.0	38.1	18	125497	12/4 - 18/4	.86 ± .02
NGVH75N2	141358N	7.5	208	3	60	3450	M	28.0	1.0	173.9	18	125496	12/4 - 18/4	.86 ± .02
			230					28.2		201.0				
			460					14.1		100.5		125497	12/4 - 18/4	.86 ± .02
NGVH7552	141360N	7.5	575	3	60	3450	M	11.3	1.0	80.4	18	125497	12/4 - 18/4	.86 ± .02

NOTE: A 3" Pipe Spool Kit is recommended for use of a NGVH with a 3x3 BAF.

IMPORTANT !
Moisture and Temperature sensor leads are integral to power cord.
Pump rated for operation at ± 10% voltage at motor.
▲ Cord Suffix: XC - 30 Feet, XF - 50 Feet, XJ - 75 Feet, or XL - 100 Feet.
▲ Cord sold separately.
Single Phase pumpes require start components to be included in panel. Provided with pump.

Submersible Grinder Pumps

	MODEL NO	PART NO	HP	VOLT	PH	Hz	RPM (Nom)	NEMA START CODE	FULL LOAD AMPS	SERVICE FACTOR	LOCKED ROTOR AMPS	DRIVER FRAME	CORD P/N ▲	CORD SIZE	CORD O.D.
BLADE NGVHH Pump - Horizontal	NGVHH75N2	143385N	7.5	208	3	60	3450	M	28.0	1.0	173.9	18	125496	12/4 - 18/4	.86 ± .02
				230					28.2		201.0				
				460					14.1		100.5		125497	12/4 - 18/4	.86 ± .02
	NGVHH7552	143386N	7.5	575	3	60	3450	M	11.3	1.0	80.4	18	125497	12/4 - 18/4	.86 ± .02
	NGVHH100N2	143387N	10.0	208	3	60	3450	K	37.0	1.0	173.9	18	125498	8/4 - 18/4	1.12 ± .02
				230					34.8		201.0				
				460					17.4		100.5		125497	12/4 - 18/4	.86 ± .02
	NGVHH10052	143388N	10.0	575	3	60	3450	K	13.9	1.0	80.4	18	125497	12/4 - 18/4	.86 ± .02
	NGVHH150N2	141375N	15.0	208	3	60	3450	E	59.0	1.0	195.7	21	125498	8/4 - 18/4	1.12 ± .02
				230					57.1						
				460					28.5		88.5		125497	12/4 - 18/4	.86 ± .02
	NGVHH15052	141377N	15.0	575	3	60	3450	E	22.8	1.0	70.8	21	125497	12/4 - 18/4	.86 ± .02

NOTE: A 3" Pipe Spool Kit is recommended for use of a NGVHH with a 3x3 BAF.

IMPORTANT !
Moisture and Temperature sensor leads are integral to power cord.
Pump rated for operation at ± 10% voltage at motor.
▲ Cord Suffix: XC - 30 Feet, XF - 50 Feet, XJ - 75 Feet, or XL - 100 Feet.
▲ Cord sold separately.

BLADE Series NGV / NGVH

Performance Curve

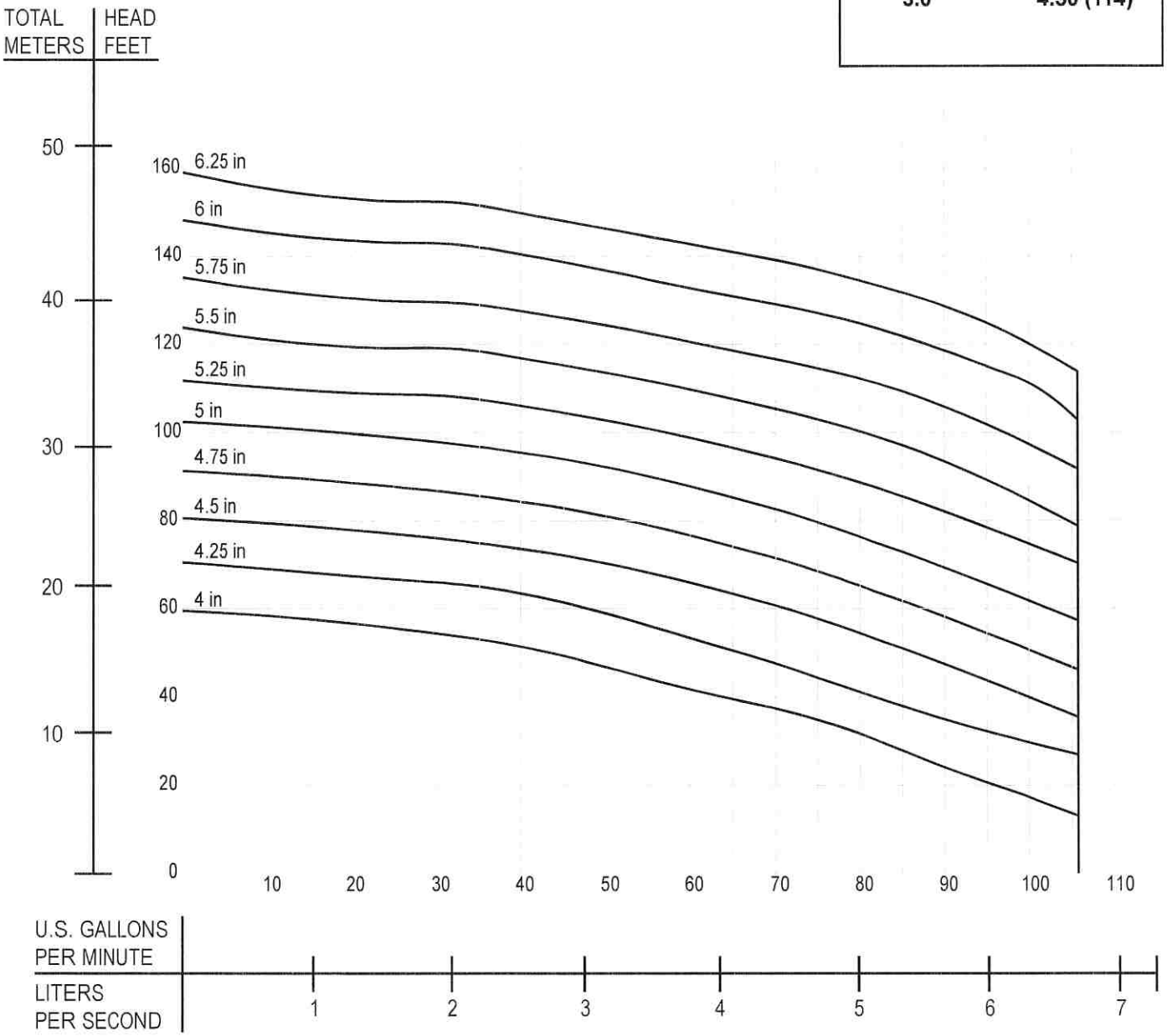
3, 5 & 7.5HP, 3450RPM, 60Hz

BARNES®

www.cranepumps.com

Submersible Grinder Pumps

STANDARD IMPELLER SIZES	
Pump HP	**Impeller Dia. in. (mm)**
7.5	**6.25 (159)**
5.0	**5.25 (133)**
3.0	**4.50 (114)**



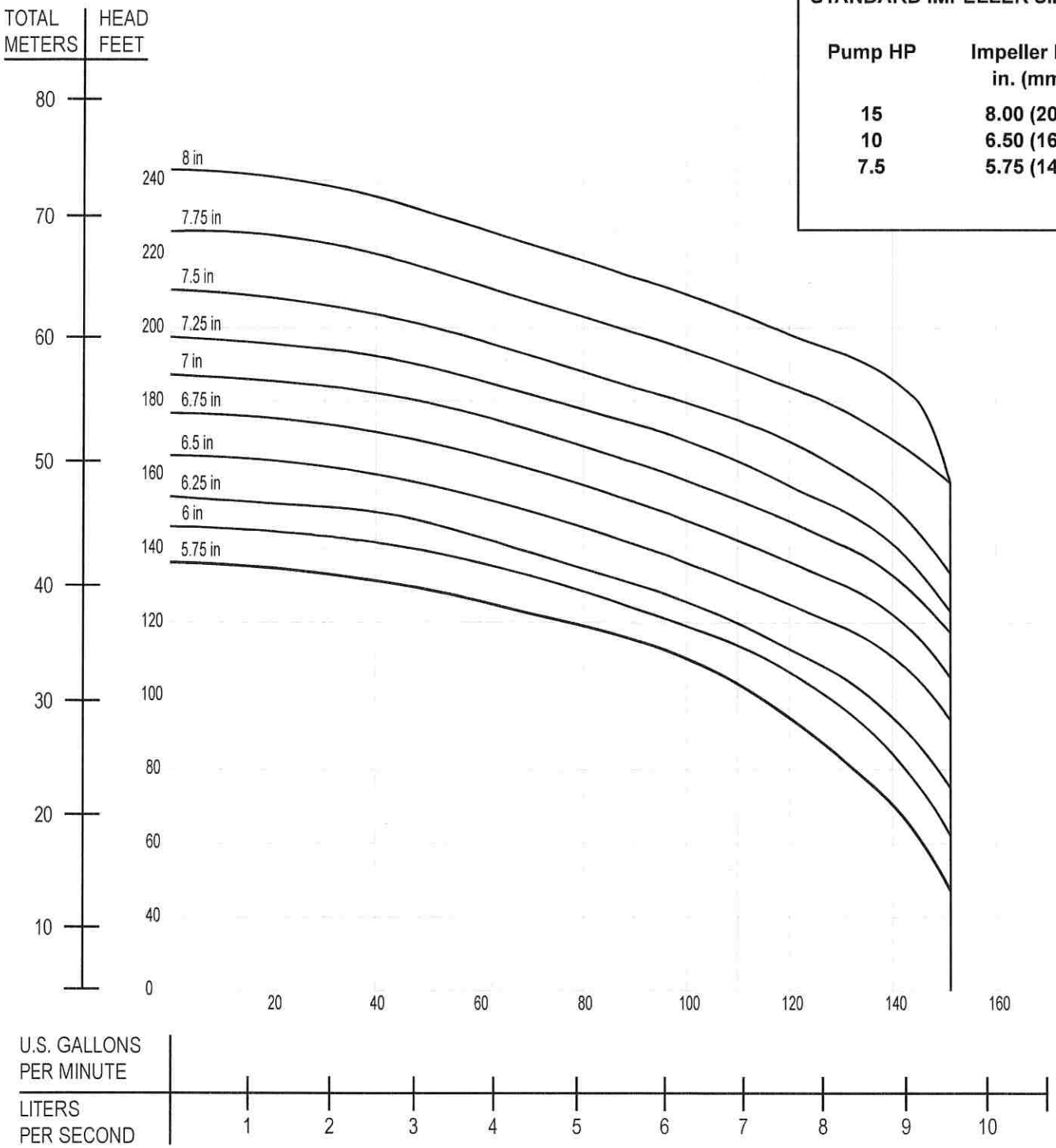
Testing is performed with water, specific gravity 1.0 @ 68° F @ (20°C), other fluids may vary performance

BLADE Series NGVHH

Performance Curve
7.5, 10 & 15HP, 3450RPM, 60Hz

Submersible Grinder Pumps

STANDARD IMPELLER SIZES	
Pump HP	**Impeller Dia. in. (mm)**
15	**8.00 (203)**
10	**6.50 (165)**
7.5	**5.75 (146)**



Testing is performed with water, specific gravity 1.0 @ 68° F @ (20°C), other fluids may vary performance

APPENDIX D.

Water Meter Analysis

Nathaniel Crossing Water Usage

Start Date	End Date	# Days	Usage C.F.	Usage Gal	Gallons/Day	Gallons/Br/Day
8/29/2016	11/2/2016	65	19900	148852	2290	46
11/2/2016	1/31/2017	90	21200	158576	1762	35
1/31/2017	4/28/2017	87	20100	150348	1728	35
4/28/2017	8/1/2017	95	34300	256564	2701	54
					Average Usage=	42
					F.S. = 1.5	x1.5
					Average w/ FS =	**64**

The Condos at Helderberg estimated demand

Number of Units	Bedrooms/Unit	Total Population BR.	Average unit demand (GPD)	Total Demand In GPD
124	**2.5**	**310**	64	**19718**

Original Demand for Single Family Homes in approved district

58	**3.5**	**203**	**110**	**22330**

Attention Mark

File Edit Commands List Help

SECTOR

Customer/Location Consumption History Inquiry

Customer ID: 36353 PIGLIAVENTO BUILDERS

Location ID: 36364 43 KENDALL DR

Cycle/route: 02 53

Initiation date : 11/15/13

Termination date: 0/00/00

Customer status: Active

Amount due: .00

Pending: .00

Customer/location status: A

OK

Exit

Cancel

Print history

Meter inventory

Meter service

Reading / bills

Budget trans

Change view

Graph history

Customer/loc

Reading activity

MA	REG	6/01/17	94300.00	.00	95	72300136		
MA	REG	4/28/17	201.00.00	.00	97	72300136		
MA	REG	1/31/17	21200.00	.00	90	72300136		
MA	REG	11/02/16	19900.00	.00	65	72300136		
MA	REG	8/29/16	43000.00	.00	117	72300136		
MA	REG	5/04/16	22400.00	.00	93	72300136		
MA	REG	2/01/16	16300.00	.00	94	72300136		
MA	REG	10/30/15	40000.00	.00	87	72300136		
MA	REG	8/04/15	37100.00	.00	89	72300136		
MA	REG	5/07/15	7400.00	.00	92	72300136		
MA	REG	2/04/15	7200.00	.00	56	72300136		
MA	REG	10/31/14	6100.00	.00	62	72300136		

Meter # 72300136

to check meter

Hot box

APPENDIX E.

Photos – Capacity Analysis

Manhole 314 A – Inlet out surcharging

Manhole 312 - Adequate Capacity

Manhole 312 A – Adequate Capacity

Manhole 314 – Adequate Capacity pipe sizes increase to 12”

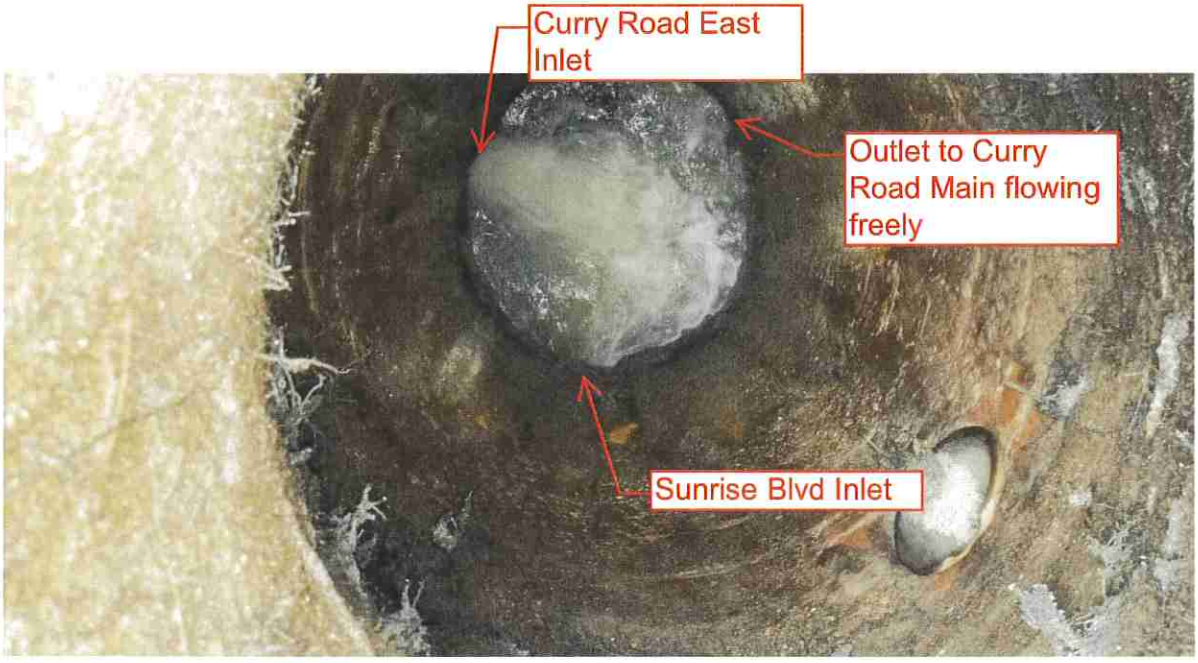
Manhole 341 – Adequate Capacity

Manhole 321 – Adequate Capacity

Manhole 321 A – Adequate Capacity

Manhole 322 – Adequate Capacity

Manhole 54 B – Adequate Capacity



Manhole 54 A – Curry Road Tie in adequate capacity. Significant flow from Curry Road East. Our inlet on the bottom of the picture outlet on the top.

APPENDIX F

Legal Description

Stephen P. Walrath, L.S.

Land Surveying & Land Use Planning
Environmental Mapping

P.O. Box 381
122 Main Street
Altamont, NY 12009
518-986-0125
email: spwalrath3@gmail.com

SUGGESTED DESCRIPTION
Lands of
Development at Helderberg Meadows, LLC
Tax Map I.D. No. 58.19-1-10
Town of Rotterdam
County of Schenectady
5.09+/- Acres

All tract, piece or parcel of land situate in the Town of Rotterdam, County of Schenectady and State of New York lying westerly of Guilderland Avenue and being more particularly bounded and described as follows:

Beginning at a point on the westerly highway boundary line of Guilderland Avenue at its intersection with the division line between the lands now or formerly of Douglas and Pamela Hoeffner (Book 1840 of Deeds, Page 137) on the south and east and the lands herein described on the north and west and running thence the following two (2) courses and distances along said division line:

1. N 34°26'50" W 398.42 feet to a point; and
2. S 67°10'10" W 218.50 feet to a point at its intersection with the division line between the lands now or formerly of Norman M. Alfieri (Book 1822 of Deeds, Page 466) on the east and the lands herein described on the west; running thence S 67°10'10" W 185.00 feet, along said division line, to a point at its intersection with the division line between the lands now or formerly of Development of Helderberg Meadows (Book 1814 of Deeds, Page 266) on the south and west and the lands herein described on the north and east; running thence the following three (3) courses and distances along said division line:
1. N 33°13'30" W 408.75 feet to a point;
2. N 75°18'00" E 227.34 feet to a point; and
3. N 65°34'30" E 278.14 feet to a point at its intersection with the division line between the lands now or formerly of Samalsat Din and Nadir Haidar (Book 2027 of Deeds at Page 175) on the north and the lands herein described on the south; running thence S 32°47'00" E 765.71 feet, along said division line, to a point at its intersection with the aforementioned westerly highway boundary line of Guilderland Avenue; running thence S 57°11'10" W 79.15 feet, along said westerly highway boundary line, to the point of beginning.

Containing 5.09 Acres of land, more or less.

Brett L. Steenburgh, P.E., PLLC

2832 Rosendale Road
Niskayuna, NY 12309
Phone - (518) 365-0675

June 4, 2024

Town of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306

Attn: Supervisor Collins

Re: Sewer District #2 Extension 17 – Helderberg Meadows Condominiums

Dear Supervisor Collins,

Please accept this letter as a formal request to extend sewer district #2 to include an additional 5.09 Acres of land formerly known as the Gianetti Parcel. This parcel has been added to the Helderberg Meadows PRD and is part of the Helderberg Meadows Condominium Development conditionally approved by the Planning Commission on July 19, 2022.

Attached to this is letter is formal map, plan and report outlining the district extension. The map plan and report has been reviewed by the town staff as well as the town designated engineer. All the requested revisions to the report have been completed.

We look forward to presenting this request to the Town Board at the next available agenda. Please feel free to contact me if you have any questions or require additional information.

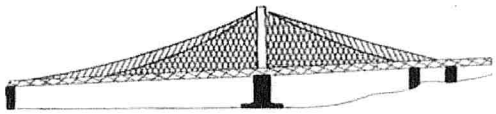
Sincerely
Brett Steenburgh

Digitally signed by Brett Steenburgh
DN: cn=Brett Steenburgh, o, ou=Steenburgh Consulting Engineers, email=bsteenburghpe@gmail.com, c=US
Date: 2024.06.04 14:10:31 -04'00'

Brett L. Steenburgh, P.E.
Principal

Attachment

C.c. Deputy Supervisor Dodson (via email)
Peter Comenzo (via email)
Fred Mastroianni (via email)
Jennifer Nechamen (via email)



CIVIL ENGINEERING
ENVIRONMENTAL ENGINEERING
STRUCTURAL ENGINEERING

RESOLUTION 338.24

ACCEPTING TOWN BOARD MEETING MINUTES

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 adopts the minutes of the Town Board Meeting of August 14, 2024, and Town Board Special Meeting of August 22, 2024 as attached.

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: September 4, 2024
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes for the Town Board Meeting of August 14, 2024 and Special Meeting August 22, 2024, 2024.

TO BE PLACED ON TOWN BOARD AGENDA OF: September 11, 2024.

TO BE PLACED ON TOWN BOARD MEETING OF**:** September 11, 2024.

Background Information: Attached. To adopt the Town Board Meeting of August 14, 2024 and Special Meeting August 22, 2024.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of September 11, 2024.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

John F. Kirvin Government Center * 1100 Sunrise Boulevard * Rotterdam, NY 12306
Telephone: (518) 355-7575 Ext: 352 * Fax: (518)355-7837* Website: www.rotterdamny.org
Email * dmarco@rotterdamny.org

August 19,2024

Certified Resolutions: #289.24-#330.24 for the year 2024 and Order #2-2024 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, August 14, 2024 at 7:19 p.m. The Town Board Agenda Meeting started at approximately 6:43 p.m. and was adjourned at approximately 7:18 p.m. by Councilmember Mastroianni and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Agenda Meeting. The Town Board Meeting started at approximately 7:19 p.m**.** Motion #49 was made by Councilmember Mastroianni and seconded by Councilmember Gallucci. Motion #50 was made by Councilmember Mastroianni and seconded by Councilmember Schlag. Motion #51 was made by Councilmember Gallucci and seconded by Supervisor Collins. Motion #52 was made by Councilmember Gallucci and seconded by Councilmember Schlag. Motion #53 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion #54 was made by Councilmember Mastroianni and seconded by Councilmember Schlag. Motion #55 made by Councilmember Dodson and seconded by Councilmember Schlag. Motion #56 made by Councilmember Schlag and seconded by Councilmember Dodson**.** The Town Board Meeting went into executive session at approximately 7:20 p.m. and exited executive session at approximately 7:36 p.m. and continued with the Town Board meeting at approximately 7:40 p.m. The Town Board Meeting was adjourned at approximately 9:25 p.m. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

ROTTERDAM TOWN BOARD

August 14, 2024
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins
EXECUTIVE SESSION

- Personnel matter related to employee 02142024

PROCLAMATIONS
PUBLIC HEARING

- To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±14.02 acres from Agricultural (A-1) to General Business (B-2) to facilitate the construction a ±22,000 square foot retail business on the property known as 774 Duanesburg Road (Tax Map No. 57.7-1-14) and 778 Duanesburg Road (Tax Map No. 57-3-6.1). Pg. 6
  PUBLIC HEARING CLOSED

- To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments on the property known as 1725 Tower Street (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot. Pg. 14
  PUBLIC HEARING CLOSED

- To Recognize the Introduction of Introductory Local Law No. __ Of 2024; To Amend Chapter 264 Section 9, Entitled "Vehicles and Junk, Outside Storage Of - Penalties for Offenses" of the Code of the Town of Rotterdam, by adding an administrative fee for violations. Pg. 22 **PUBLIC HEARING CLOSED**

- To Recognize the Introduction of Introductory Local Law No. __ Of 2024; To Amend Chapter 265 Section 16, Entitled "Property Maintenance - Penalties for Offenses" of the Code of the Town of Rotterdam, by increasing the administrative fee for violations. Pg.24
  PUBLIC HEARING CLOSED

PRESENTATIONS

- Police and Court Facility Evaluation presented by Barton and Logudice

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:
Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign-in sheets being provided. Speakers will be called to the podium in the order of their signing in. Persons recognized by the Chair to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as Chair of the meeting. Persons granted the privilege of the floor shall first clearly state his/her name and address for the record. Persons so addressing the Chair through the use of a prepared written statement shall submit a copy of the same to the Town Clerk for the purpose of maintaining clear and accurate official minutes of the Town Board meeting.

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:
Any person recognized by the Town Supervisor to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as chair of the meeting. Any person granted the privilege of the floor shall first clearly state his/her name and address for the record. The purpose of privilege of the floor shall be for speakers to express their views, thoughts and speak freely. Each speaker, who wishes to address the town board, shall have an equal and reasonable opportunity to be heard by the town board. Each speaker shall be afforded a maximum of four (4) minutes to address the town board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

MOTIONS
49.24 I make a motion to table Resolution #294.24.

50.24 I make a motion to add to the agenda Resolution # 329.24.

51.24 I make a motion to add to the agenda Resolution #330.24.

52.24 I make a motion to go into executive session.

53.24 I make a motion to close public hearing #1.

54.24 I make a motion to close public hearing #2.

55.24 I make a motion to close public hearing #3.

56.24 I make a motion to close public hearing #4.

RESOLUTIONS
289.24 Accepting Town Board meeting minutes. Pg. 26

290.24 To appoint Nicole Morizio to the position of Deputy Court Clerk. Pg. 66

291.24 To appoint Noah Baker to the position of Wastewater Treatment Plant Operator Trainee. Pg. 74

292.24 To appoint Shawn Pryba to the position of Wastewater Treatment Plant Operator Trainee. Pg. 82

293.24 To appoint Jeffrey Briere to the position of Building Inspector. Pg. 90

294.24 To appoint Margaret Wiley to the position of Clerk. Pg. 92 **TABLED**

295.24 Adoption of the 2024 adjusted base proportions. Pg. 100

296.24 To authorize Change Order No. 4 with Empire Electric NY LLC for the Rotterdam Town Hall Renovations. Pg. 105

297.24 To authorize Change Order No. 9 with Bunkoff General Contractors Inc. for the Rotterdam Town Hall Renovations. Pg. 112

298.24 To authorize Change Order No. 10 with Bunkoff General Contractors Inc. for the Rotterdam Town Hall Renovations. Pg. 118

299.24 Authorize Deduct Change Order No. 1 with Wolfe Excavating for the Special Improvement Project Curry Road Sewer Improvement Project. Pg. 139

300.24 To negotiate and execute Amendment No. 4 with Labella Associates for additional engineering services related to the Special Improvement Area for Curry Road Sewer Improvements. Pg. 142

301.24 To negotiate and execute an agreement with Barton & Logudice for professional engineering services for Emergency Generator Tank Replacement Compliance Assistance. Pg. 163

302.24 To authorize the release of final payment of retainage and execute all closeout documents to Bubonia Holding Corp. for the Generator Building Modifications. Pg. 169

303.24 To authorize the release of final payment of retainage and execute all closeout documents to David Frueh Contracting LLC for the Babe Ruth Building Abatement and Demolition. Pg. 174

304.24 To negotiate and execute agreements with Cummins Sales and Service for Pump Station and Town Buildings Generator Maintenance Services. Pg. 177

305.24 Authorize the Supervisor to execute all documents for the acceptance of ±34 acres of property located both the east and west side of Leggerio Lane from the NYS Office of General Services. Pg. 186

306.24 To negotiate and execute an agreement with C.T. Male Associates for Landfill Monitoring Services. Pg. 205

307.24 To authorize agreements with Trane U.S. Inc. Pg. 215

308.24 To negotiate and execute Amendment No. 1 to an existing agreement with Champlain Hudson Power Express LLC (CHPE) and Champlain Hudson Power Express Properties Inc. for the Champlain Hudson Power Express Project. Pg. 235

309.24 To approve budget transfers to the 2024 budget. Pg. 261

310.24 To negotiate and execute an agreement with Rotterdam Heating and Air Conditioning. Pg. 264

311.24 To recognize the introduction of Introductory Local Law ___ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) located at Arlene Street (tax map no. 59.15-1-10.11) and refer to the Planning Commission for report and recommendation. Pg. 272

312.24 To recognize the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of stop signs at the Al Constantino Drive and Duff Bambury Court intersection and scheduling a public hearing thereon. Pg. 285

313.24 To recognize the introduction of Introductory Local Law No. __ of 2024; To amend section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of a stop sign at Laura Street and Guilderland Avenue and scheduling a public hearing thereon. Pg. 298

314.24 To accept and award bid for Water District No. 5 Leak Detection Survey Phase 2. Pg. 302

315.24 To enact Local Law No. 14 of 2024; To amend Chapter 264 Section 9, entitled "Vehicles and Junk, Outside Storage of - penalties for offenses" of the code of the Town of Rotterdam. Pg. 371

316.24 To enact Local Law No. 15 of 2024; To amend Chapter 265 Section 16, entitled "Property Maintenance - penalties for offenses" of the code of the Town of Rotterdam. Pg. 374

317.24 Resolution to establish Lead Agency and adopt a SEQR Negative Declaration for the proposed Trunk Sewer Access Road Improvements Project. Pg. 377

318.24 Resolution to establish Lead Agency and adopt a SEQR Negative Declaration for the proposed Rotterdam Town Court and Police Facility Project located at 369 Duanesburg Road**.** Pg. 420

319.24 Call for bids for Rotterdam Senior Center Parking Lot Improvements. Pg. 479

320.24 To Recognize the Introduction Of Introductory Local Law No. __ Of 2024; To Amend Chapter 150 Hawking, Peddling, and Soliciting, § 150-22 Rules and regulations, Section "J" of the Code of the Town of Rotterdam, for the purpose of allowing ice cream trucks to operate within the Town of Rotterdam and scheduling a public hearing thereon. Pg. 550

321.24 To authorize the Supervisor to negotiate and execute an agreement with Brycer, LLC for implementation of the Compliance Engine within the Town of Rotterdam. Pg. 554

322.24 To accept revenue for Town Clerk's office for July 2024. Pg. 583

323.24 Certification of a Section 211 Application. Pg. 589

324.24 Call for bids for Fire Hydrants. Pg. 591

325.24 To adopt the factual findings and recommendations contained in the report of personnel matter 02142024 Pg. 608

326.24 Request for Proposals (RFP) for Natural Resources Inventory Professional Services. Pg. 609

327.24 A resolution authorizing, subject to permissive referendum, the issuance of $28,500,000 bonds of the Town of Rotterdam, Schenectady County, New York, to pay the cost of the acquisition of a parcel of land and construction thereon of a new police/court building in and for said Town. Pg. 630

328.24 To authorize the Town Supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the new job title of Accountant. Pg. 643

329.24 To authorize the Supervisor to extend the Memorandum of Agreement for the sale of water with the Town of Guilderland for two months. Pg. 651

330.24 To authorize the Supervisor to negotiate and execute a Second Amendment to Developer's Agreement with Lecce Senior Living LLC dated November 14, 2020. Pg. 661

ORDERS

2.24 To approve an order calling a public hearing on the Establishment of Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 in the Town of Rotterdam, Schenectady County, New York**.** Pg. 681

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024**,** at 7:00 p.m., the following motion passed:

MOTION 49.24

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **GALLUCCI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to table Resolution #294.24.

SECTION 2. This motion shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson **(Absent)**			
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
Collins	**X**		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on August 14, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion 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 August 19**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024**,** at 7:00 p.m., the following motion passed:

MOTION 50.24

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add resolution #329.24 to the agenda.

SECTION 2. This motion shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson **(Absent)**			
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
Collins	**X**		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on August 14, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion 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 August 19**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024**,** at 7:00 p.m., the following motion passed:

MOTION 51.24

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI**, seconded by Supervisor **COLLINS**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add resolution #330.24 to the agenda.

SECTION 2. This motion shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson **(Absent)**			
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
Collins	**X**		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on August 14, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion 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 August 19**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office Of The Town Clerk Schenectady, County, NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024**,** at 7:00 p.m., the following motion passed:

MOTION 52.24

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to go into executive session.

SECTION 2. This motion shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson **(Absent)**			
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
Collins	**X**		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on August 14, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion 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 August 19**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office Of The Town Clerk Schenectady, County, NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024**,** at 7:00 p.m., the following motion passed:

MOTION 53.24

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **GALLUCCI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close Public Hearing #1.

SECTION 2. This motion shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni		X	
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on August 14, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion 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 August 19**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024**,** at 7:00 p.m., the following motion passed:

MOTION 54.24

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close Public Hearing #2.

SECTION 2. This motion shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on August 14, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion 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 August 19**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024**,** at 7:00 p.m., the following motion passed:

MOTION 55.24

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close Public Hearing #3.

SECTION 2. This motion shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on August 14, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion 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 August 19**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024**,** at 7:00 p.m., the following motion passed:

MOTION 56.24

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **DODSON**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close Public Hearing #4.

SECTION 2. This motion shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on August 14, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion 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 August 19**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of The Town Clerk Schenectady, County NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION 289.24

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **GALLUCCI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the Town Board Meeting of July 10, 2024, as attached.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County, NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 290.24

TO APPOINT NICOLE MORIZIO TO THE POSITION OF DEPUTY COURT CLERK

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Nicole Morizio, of Rotterdam, New York 12306, is hereby appointed to the position of Deputy Court Clerk, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-three thousand three hundred twenty-five and 34/100 ($43,325.34) dollars, commencing September 3, 2024.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, N.Y.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 291.24

TO APPOINT NOAH BAKER TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR TRAINEE

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Noah Baker, of Schenectady, New York 12304, is hereby appointed to the position of Wastewater Treatment Plant Operator Trainee, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-two thousand six hundred fifty-three and 71/100 ($52,653.71) dollars, commencing August 19, 2024.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 292.24

TO APPOINT SHAWN PRYBA TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR TRAINEE

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **GALLUCCI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Shawn Pryba, of Rotterdam, New York 12306, is hereby appointed to the position of Wastewater Treatment Plant Operator Trainee, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-two thousand six hundred fifty-three and 71/100 ($52,653.71) dollars, commencing August 19, 2024.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, N.Y.

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 293.24

TO APPOINT JEFFREY BRIERE TO THE POSITION OF BUILDING INSPECTOR

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **DODSON**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Jeffrey Briere, of Rotterdam, New York 12306, is hereby appointed to the position of Building Inspector, provisional, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of seventy thousand one hundred forty-three and 26/100 ($70,143.26) dollars, commencing August 15, 2024.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly **TABLED**:

RESOLUTION NO. 294.24 TABLED

TO APPOINT MARGARET WILEY TO THE POSITION OF CLERK

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **GALLUCCI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Maragaret Wiley, of Schenectady, New York 12304, is hereby appointed to the position of Clerk, probationary, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty thousand seven hundred ten and 75/100 ($40,710.75) dollars, commencing August 26, 2024.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024 **TO TABLE**

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 tabled by the Town Board Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 295.24

ADOPTION OF THE 2024 ADJUSTED BASE PROPORTIONS

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Supervisor **COLLINS**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The attached certificates of base percentages, current percentages, and base proportion certificate of adjusted base proportions for the levy of taxes on the 2024 Assessment Roll, are hereby approved by the Town Board of the Town of Rotterdam, in accordance with Article 19 of the Real Property Tax Law of the State of New York.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 296.24

TO AUTHORIZE CHANGE ORDER NO. 4 WITH EMPIRE ELECTRIC NY LLC FOR THE ROTTERDAM TOWN HALL RENOVATIONS

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**,

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 Change Order No. 4 with Empire Electric NY LLC, located at PO Box 13082, Albany, New York 12212, for the Rotterdam Town Hall Renovations, Contract 3 – Electrical Construction, to disconnect and reconnect (2) roof hatches in coordination of the General Contractors roof replacement work on the upper roof, for a cost increase of four hundred ninety three and 28/100 ($493.28) dollars, for a new contract sum totaling one hundred eighteen thousand, three hundred forty and 89/100 ($118,340.89) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 297.24

TO AUTHORIZE CHANGE ORDER NO. 9 WITH BUNKOFF GENERAL CONTRACTORS INC. FOR THE ROTTERDAM TOWN HALL RENOVATIONS

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **SCHLAG**,

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 Change Order No. 9 with Bunkoff General Contractors Inc, located at 790 Watervliet Shaker Road, Latham, NY 12110, for the Rotterdam Town Hall Renovations, Contract 1 – General Construction, for the additional plates and welding required to install the roof railing system, for a cost increase of $1,983.00, for a new contract sum totaling one million, one hundred seventy three thousand, four hundred ninety one and 00/100 ($1,173,491.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, N.Y.

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 298.24

TO AUTHORIZE CHANGE ORDER NO. 10 WITH BUNKOFF GENERAL CONTRACTORS INC. FOR THE ROTTERDAM TOWN HALL RENOVATIONS

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **SCHLAG**,

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 Change Order No. 10 with Bunkoff General Contractors Inc, located at 790 Watervliet Shaker Road, Latham, NY 12110, for the Rotterdam Town Hall Renovations, Contract 1 – General Construction, for the additional plates and welding required to install the roof railing system, for a cost increase of $2,300.00, for a new contract sum totaling one million, one hundred seventy five thousand, seven hundred ninety one and 00/100 ($1,175,791.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 299.24

AUTHORIZE DEDUCT CHANGE ORDER NO. 1 WITH WOLFE EXCAVATING FOR THE SPECIAL IMPROVEMENT PROJECT CURRY ROAD SEWER IMPROVEMENT PROJECT

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Supervisor **COLLINS**,

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 Deduct Change Order No. 1 with Wolfe Excavating, located at 275 Red Schoolhouse Road, Johnstown, New York 12095, for the remaining allowance for the Special Improvement Project Curry Road Sewer Improvement Project, for a deduction in the amount of sixty thousand forty nine and 75/100 ($60,049.75) dollars, for a new total contract amount not to exceed three hundred sixty seven thousand ninety four and 25/100 ($367,094.25) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM Office of The Town Clerk Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 300.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 4 WITH LABELLA ASSOCIATES FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE SPECIAL IMPROVEMENT AREA FOR CURRY ROAD SEWER IMPROVEMENTS

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **GALLUCCI**,
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 amendment to the engineering agreement with LaBella Associates (formally Chazen), located at 4 British American Boulevard Latham, NY 12110, for additional engineering services for the special improvement area for Curry Road sewer improvements, for a lump sum not to exceed twenty-two thousand one hundred fifty and 00/100 ($22,150.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.
DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

Diane M. Marco
_____
Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 301.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR EMERGENCY GENERATOR TANK REPLACEMENT COMPLIANCE ASSISTANCE

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**,
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 Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services relating to Emergency Generator Tank Replacement Compliance Assistance, in an amount not to exceed seven thousand and 00/100 ($7,000.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 302.24

TO AUTHORIZE THE RELEASE OF FINAL PAYMENT OF RETAINAGE AND EXECUTE ALL CLOSEOUT DOCUMENTS TO BUBONIA HOLDING CORP. FOR THE GENERATOR BUILDING MODIFICATIONS

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **SCHLAG**,

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 all documents for the release of retainage and issue final payment to Bubonia Holding Corp., located at 18 West Albany Drive, Albany, New York 12205, for the Generator Building Modifications, in the total amount, not to exceed two thousand three hundred ninety-four and 50/100 dollars ($2,394.50).

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 303.24

TO AUTHORIZE THE RELEASE OF FINAL PAYMENT OF RETAINAGE AND EXECUTE ALL CLOSEOUT DOCUMENTS TO DAVID FRUEH CONTRACTING LLC FOR THE BABE RUTH BUILDING ABATEMENT AND DEMOLITION

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **DODSON**,

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 all documents for the release of retainage and issue final payment to David Frueh Contracting LLC, located at PO Box 183, Glenmont, New York 12077, for the Babe Ruth Building Abatement and Demolition, in the total amount, not to exceed three thousand sixty two and 50/100 dollars ($3,062.50).

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 304.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CUMMINS SALES AND SERVICE FOR PUMP STATION AND TOWN BUILDINGS GENERATOR MAINTENANCE SERVICES

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute two agreements with Cummins Sales and Service, located at 101 Railroad Avenue Albany**,** NY 12205, for service maintenance of generators for the Pump Stations and Town Buildings, for a two-year term, in the amount not to exceed sixteen thousand seven hundred forty three and 36/100 ($16,743.36) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County NY

Diane M. Marco
Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 305.24

AUTHORIZE THE SUPERVISOR TO EXECUTE ALL DOCUMENTS FOR THE ACCEPTANCE OF ±34 ACRES OF PROPERTY LOCATED BOTH THE EAST AND WEST SIDE OF LEGGERIO LANE FROM THE NYS OFFICE OF GENERAL SERVICES

WHEREAS, The Town of Rotterdam was contacted by the NYS Office of General Services ("OGS") regarding the proposed transfer by OGS to the Town of Rotterdam of surplus property known as Tax Parcel #12.00-4-21.1 located both the east and west side of Leggierio Lane in Rotterdam Junction; and

WHEREAS, the Town Board unanimously supported the acquisition of this property as expressed in Resolution 168.22 adopted on May 11, 2022; NOW

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **SCHLAG**,
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 all documents on behalf of the Town regarding acceptance of Tax Parcel #12.00-4-21.1, located both the east and west side of Leggerio Lane.

SECTION 2. This resolution shall become effective August 14, 2024

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag		X	
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 306.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH C.T. MALE ASSOCIATES FOR LANDFILL MONITORING SERVICES

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **SCHLAG**,
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, C.T. Male Associates, located at 50 Century Hill Drive, Latham, New York 12110 for landfill monitoring services at the Town of Rotterdam MSW Landfill, as set forth by NYSDEC, in an amount not to exceed seventeen thousand nine hundred forty and 00/100 ($17,940.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 307.24

TO AUTHORIZE AN AGREEMENT WITH TRANE U.S. INC

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **MASTROIANNI**,
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 two agreements with TRANE U.S. Inc., located at 301 Old Niskayuna Road, Suite 1, Latham New York 12110, for VAV Box/Space Sensor Location Verification, and Rooftop Unit Controls Integration Connection, in the amount not to exceed thirteen thousand eight hundred eleven and 00/100 ($13,811.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 308.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT WITH CHAMPLAIN HUDSON POWER EXPRESS LLC (CHPE) AND CHAMPLAIN HUDSON POWER EXPRESS PROPERTIES INC. FOR THE CHAMPLAIN HUDSON POWER EXPRESS PROJECT

WHEREAS, on November 9, 2023 the Town of Rotterdam and CHPE entered into a Road Use and Crossing Agreement to allow for the construction and operation of the Champlain Hudson Power Express Project (the "Project"); NOW

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **GALLUCCI**,

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 Amendment No. 1 to an existing agreement entered into on November 9, 2023 with Champlain Hudson Power Express LLC, and Champlain Hudson Power Express Properties Inc. (collectively "CHPE").

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 309.24

TO APPROVE BUDGET TRANSFERS TO THE 2024 BUDGET

THEREFORE, UPON MOTION OF Supervisor **COLLINS**, seconded by Councilmember **DODSON**,
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 **2024** are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
General	A5010 4100	FROM:	Office Supplies	-400.00
General	A5010 4900	INTO:	Sup. Highway Blg Repairs	+400.00

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 310.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ROTTERDAM HEATING AND AIR CONDITIONING

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Supervisor **COLLINS,**

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 and agreement with Rotterdam Heating and Air Conditioning, located at 3101 N. Thompson Street, Rotterdam, NY 12306, for the purchase and installation of a 400,000 BTU gas fired unit to be installed at the Town of Rotterdam Highway Garage, located at 54 Duanesburg Road, Rotterdam, NY 12306, in the amount not to exceed nine thousand seven hundred fifty and 00/100 ($9,750.00) dollars.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 311.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) TO RETAIL BUSINESS (B-1) LOCATED AT ARLENE STREET (TAX MAP NO. 59.15-1-10.11) AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) to create up to an additional 46 parking spaces on a portion of ±0.47-acre parcel for restaurant located at 2780 Hamburg Street. The property is known as Arlene Street (Tax Map No. 59.15-1-10.11); NOW

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) to create up to an additional 46 parking spaces on a portion of ±0.47-acre parcel for a restaurant located at 2780 Hamburg Street. The property is known as Arlene Street (Tax Map No. 59.15-1-10.11).

SECTION 2. The Town Board hereby refers this Introductory Local Law No. ____ of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 312.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2024; TO AMEND SECTION 266-46, ENTITLED "SCHEDULE VI: STOP INTERSECTIONS" OF THE CODE OF THE TOWN OF ROTTERDAM, FOR THE ADDITION OF STOP SIGNS AT THE AL CONSTANTINO DRIVE AND DUFF BAMBURY COURT INTERSECTION AND SCHEDULING A PUBLIC HEARING THEREON

THEREFORE, UPON MOTION OF Supervisor **COLLINS,** seconded by Councilmember **DODSON**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of stop signs at the Al Constantino Drive and Duff Bambury Court intersection.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk 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 7:00p.m. on the 11th day of September, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of stop signs at the Al Constantino Drive and Duff Bambury Court intersection.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: August 14, 2024
Daily Gazette: Please publish once on August 16, 2024
Town Clerk
Post

SECTION 3. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 313.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2024; TO AMEND SECTION 266-46, ENTITLED "SCHEDULE VI: STOP INTERSECTIONS" OF THE CODE OF THE TOWN OF ROTTERDAM, FOR THE ADDITION OF A STOP SIGN AT LAURA STREET AND GUILDERLAND AVENUE AND SCHEDULING A PUBLIC HEARING THEREON

THEREFORE, UPON MOTION OF Councilmember **SCHLAG,** seconded by Councilmember **GALLUCCI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of a stop sign at Laura Street and Guilderland Avenue.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk 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 7:00p.m. on the 11th day of September, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law No. __ of 2024; To amend Section 266-46, entitled "Schedule VI: Stop Intersections" of the code of the Town of Rotterdam, for the addition of a stop sign at Laura Street and Guilderland Avenue.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: August 14, 2024
Daily Gazette: Please publish once on August 16, 2024
Town Clerk
Post

SECTION 3. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 314.24

TO ACCEPT AND AWARD BID FOR WATER DISTRICT NO. 5 LEAK DETECTION SURVEY PHASE 2

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

WATER DISTRICT NO. 5 LEAK DETECTION SURVEY PHASE 2

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **SCHLAG**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Water District No. 5 Leak Detection Survey Phase 2 for the Town of Rotterdam to Consulting Engineering Inc., located at 19655 Tanbark Lane, Strongsville, Ohio 44149, at the mutual consent of both the Town and Consulting Engineering Inc.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices are on file in the Town Clerk's office.

SECTION 3. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 315.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 14 OF 2024; TO AMEND CHAPTER 264 SECTION 9, ENTITLED "VEHICLES AND JUNK, OUTSIDE STORAGE OF - PENALTIES FOR OFFENSES" OF THE CODE OF THE TOWN OF ROTTERDAM

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 14 of 2024.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 316.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 15 OF 2024; TO AMEND CHAPTER 265 SECTION 16, ENTITLED "PROPERTY MAINTENANCE - PENALTIES FOR OFFENSES" OF THE CODE OF THE TOWN OF ROTTERDAM

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 15 of 2024.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 317.24

RESOLUTION TO ESTABLISH LEAD AGENCY AND ADOPT A SEQR NEGATIVE DECLARATION FOR THE PROPOSED TRUNK SEWER ACCESS ROAD IMPROVEMENTS PROJECT

WHEREAS, the Town of Rotterdam (Town) is proposing the Trunk Sewer Access Road Improvements Project (Project), located in the Town of Rotterdam, Schenectady County, New York; and

WHEREAS, the Project has been classified as a "Type I Action" as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.4; and

WHEREAS, the Town of Rotterdam Town Board sent a letter and Part 1 of a Full Environmental Assessment Form (FEAF) to other potentially "Interested Agencies" and "Involved Agencies" (as these terms are defined in the SEQRA Regulations found at 6 NYCRR Part 617.2), indicating the Town's desire to serve as the "Lead Agency" (as this quoted term is defined in the SEQRA Regulations) and to complete a coordinated review of the Project (in accordance with 6 NYCRR Part 617.6); and

WHEREAS, responses from Interested and Involved Agencies were requested, and each of the potentially Interested and Involved Agencies has agreed to, or raised no objections to, the Town of Rotterdam Town Board serving as Lead Agency for the Project; and

WHEREAS, pursuant to the SEQRA Regulations, the Town of Rotterdam Town Board has considered the significance of the potential environmental impacts of the Project by (a) using the criteria specified in Section 617.7 of the SEQRA Regulations, and (b) examining the FEAF for the Project, including the facts and conclusions in Parts 1, 2 and 3 of the FEAF, together with other available supporting information, to identify the relevant areas of environmental concern; NOW

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town of Rotterdam Town Board hereby establishes itself as Lead Agency for the Project.

SECTION 2. Based upon an examination of the FEAF and other available supporting information, and considering both the magnitude and importance of each relevant area of environmental concern, and based further upon the Town's knowledge of the area surrounding the Project, the Town of Rotterdam Town Board makes the determination that the Project will not have a significant adverse environmental impact and that the Project will not require the preparation of a Draft Environmental Impact Statement.

SECTION 3. As a consequence of such findings and declaration, and in compliance with the requirements of SEQRA, the Town of Rotterdam Town Board, as Lead Agency, hereby directs the Town of Rotterdam Senior Planner to sign the FEAF Part 3 – Determination of Significance indicating that a Negative Declaration has been issued for the Project; this Resolution shall take effect immediately and will be properly noticed.

SECTION 4. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 318.24

RESOLUTION TO ESTABLISH LEAD AGENCY AND ADOPT A SEQR NEGATIVE DECLARATION FOR THE PROPOSED ROTTERDAM TOWN COURT AND POLICE FACILITY PROJECT LOCATED AT 369 DUANESBURG ROAD

WHEREAS, the Town of Rotterdam (Town) is proposing the Court and Police Facility Project (Project), located in the Town of Rotterdam, Schenectady County, New York; and

WHEREAS, the Project has been classified as a "Type I Action" as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.4; and

WHEREAS, the Town of Rotterdam Town Board sent a letter and Part 1 of a Full Environmental Assessment Form (FEAF) to other potentially "Interested Agencies" and "Involved Agencies" (as these terms are defined in the SEQRA Regulations found at 6 NYCRR Part 617.2), indicating the Town's desire to serve as the "Lead Agency" (as this quoted term is defined in the SEQRA Regulations) and to complete a coordinated review of the Project (in accordance with 6 NYCRR Part 617.6); and

WHEREAS, responses from Interested and Involved Agencies were requested, and each of the potentially Interested and Involved Agencies has agreed to, or raised no objections to, the Town of Rotterdam Town Board serving as Lead Agency for the Project; and

WHEREAS, pursuant to the SEQRA Regulations, the Town of Rotterdam Town Board has considered the significance of the potential environmental impacts of the Project by (a) using the criteria specified in Section 617.7 of the SEQRA Regulations, and (b) examining the FEAF for the Project, including the facts and conclusions in Parts 1, 2 and 3 of the FEAF, together with other available supporting information, to identify the relevant areas of environmental concern: NOW

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Councilmember **SCHLAG,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town of Rotterdam Town Board hereby establishes itself as Lead Agency for the Project.

SECTION 2. Based upon an examination of the FEAF and other available supporting information, and considering both the magnitude and importance of each relevant area of environmental concern, and based further upon the Town's knowledge of the area surrounding the Project, the Town of Rotterdam Town Board makes the determination that the Project will not have a significant adverse environmental impact and that the Project will not require the preparation of a Draft Environmental Impact Statement.

SECTION 3. As a consequence of such findings and declaration, and in compliance with the requirements of SEQRA, the Town of Rotterdam Town Board, as Lead Agency, hereby directs the Town of Rotterdam Senior Planner to sign the FEAF Part 3 – Determination of Significance indicating that a Negative Declaration has been issued for the Project; this Resolution shall take effect immediately and will be properly noticed.

SECTION 4. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 319.24

CALL FOR BIDS FOR ROTTERDAM SENIOR CENTER PARKING LOT IMPROVEMENTS

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **GALLUCCI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Rotterdam Senior Center Parking Lot Improvements.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by September 9, 2024, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ROTTERDAM SENIOR CENTER PARKING LOT IMPROVEMENTS

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
11:00 A.M., SEPTEMBER 9, 2024

ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL BE THE RESPONSIBILITY OF THE BIDDER

The Town Board reserves the right to reject any and all bids or proposals or any specific part of any item of any bid.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: August 14, 2024
BidNet: Please publish on August 16, 2024
Daily Gazette: Please publish on August 16, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 320.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2024; TO AMEND CHAPTER 150 HAWKING, PEDDLING, AND SOLICITING, §150-22 RULES AND REGULATIONS, SECTION "J" OF THE CODE OF THE TOWN OF ROTTERDAM, FOR THE PURPOSE OF ALLOWING ICE CREAM TRUCKS TO OPERATE WITHIN THE TOWN OF ROTTERDAM, AND SCHEDULING A PUBLIC HEARING THEREON

THEREFORE, UPON MOTION OF Councilmember **SCHLAG,** seconded by Councilmember **GALLUCCI,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. __ of 2024; To Amend Chapter 150 Hawking, Peddling, and Soliciting, § 150-22 Rules and regulations, Section "J" of the Code of the Town of Rotterdam, for the purpose of allowing ice cream trucks to operate within the Town of Rotterdam.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk 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 Rotterdam Junction Volunteer Fire Department, 1215 Main Street, Rotterdam, New York 12150 at 7:00p.m. on the 11th day of September, 2024 for the following purpose:

> To Recognize The Introduction Of Introductory Local Law No. __ Of 2024; To Amend Chapter 150 Hawking, Peddling, and Soliciting, § 150-22 Rules and regulations, Section "J" of the Code of the Town of Rotterdam, for the purpose of allowing ice cream trucks to operate within the Town of Rotterdam.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: August 14, 2024
Daily Gazette: Please publish once on August 16, 2024
Town Clerk
Post

SECTION 3. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 321.24

TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BRYCER, LLC. FOR IMPLEMENTATION OF THE COMPLIANCE ENGINE WITHIN THE TOWN OF ROTTERDAM

THEREFORE, UPON MOTION OF Councilmember **SCHLAG,** seconded by Councilmember **GALLUCCI,**
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 Brycer, LLC for the implementation of the Compliance Engine within the Town of Rotterdam, at no cost, in a manner acceptable to the Town Attorney and the Town of Rotterdam.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 322.24

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR JULY 2024

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Councilmember **GALLUCCI,**
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of July 2024, has been placed on file and the Town Clerk's check in the amount of seven thousand fifty-eight dollars and 89/100 ($7,058.89) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective August 14, 2024

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION 323.24

CERTIFICATION OF A SECTION 211 APPLICATION

THEREFORE, UPON MOTION OF Supervisor **COLLINS**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby certifies that information provided on a Section 211 application submitted are true and correct, to the best of the Town Board's knowledge, and that they have determined that the applicable criteria prescribed for approval under Section 211 have been satisfied and appropriate documentation has been provided.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 324.24

CALL FOR BIDS FOR FIRE HYDRANTS

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **GALLUCCI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Fire Hydrants for the Town of Rotterdam.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Tuesday the 3rd day of September, 2024, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

FIRE HYDRANTS

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERKS OFFICE AT 1100 SUNRISE BLVD. PRIOR TO 11:00 A.M., TUESDAY SEPTEMBER 3, 2024

ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL BE THE RESPONSIBILITY OF THE BIDDER

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: August 14, 2024
BidNet: Please publish on August 16, 2024
Daily Gazette: Please publish once on August 16, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective August 14, 2024

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 325.24

TO ADOPT THE FACTUAL FINDINGS CONTAINED IN THE REPORT OF PERSONNEL MATTER 02142024

THEREFORE, UPON MOTION OF Supervisor **COLLINS**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the factual findings contained in the report on personnel matter 02142024.

SECTION 2. This resolution shall become effective August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			X
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 326.24

REQUEST FOR PROPOSALS (RFP) FOR NATURAL RESOURCES INVENTORY PROFESSIONAL SERVICES

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **GALLUCCI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for proposals for Natural Resources Inventory Professional Services.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all proposals received by the Town Board of the Town of Rotterdam, by Monday, the 23rd day of September 2024, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all proposal submissions received pursuant to this notice. Additionally, the official proposal report and all proposals shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

NATURAL RESOURCES INVENTORY PROFESSIONAL SERVICES

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERKS OFFICE AT 1100 SUNRISE BLVD. PRIOR TO 10:00 A.M., MONDAY SEPTEMBER 23, 2024

ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL BE THE RESPONSIBILITY OF THE BIDDER

The Town Board reserves the right to accept or reject any and all proposals or any specific part of any item of any proposal.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: August 14, 2024
BidNet: Please publish on August 16, 2024
Daily Gazette: Please publish once on August 16, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective August 14, 2024

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

BOND RESOLUTION NO. 327.24
(SUBJECT TO PERMISSIVE REFERENDUM)

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at Town Hall, in Rotterdam, New York, in said Town, on the 14th day of August, 2024, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Collins, and upon roll being called, there were

PRESENT: Supervisor Collins
Deputy Supervisor Dodson
Councilmembers: Mastroianni, Gallucci, & Schlag

The following resolution was offered by Councilmember **SCHLAG,** who moved its adoption, seconded by Councilmember **DODSON**, to-wit:

BOND RESOLUTION 327.24 DATED AUGUST 14, 2024

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, THE ISSUANCE OF $28,500,000 BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A PARCEL OF LAND AND CONSTRUCTION THEREON OF A NEW POLICE/COURT BUILDING IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital project hereunder described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, the capital project hereinafter described has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not have a significant adverse impact on the environment; and

WHEREAS, it is now desired to authorize the financing of such capital project, NOW,

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **DODSON**,

BE IT RESOLVED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. The acquisition of a parcel of land of approximately 3.67 acres located at 369 Duanesburg Road in and for the Town of Rotterdam, Schenectady County, New York, and the construction thereon of a new Police/Court building, including original furnishings, equipment, machinery, apparatus, appurtenances, site work (including demolition of existing building) and incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of $28,500,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of $28,500,000 bonds of said Town, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty (30) years, pursuant to subdivision 94 based upon subdivisions 11(a) and 21(a) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will exceed five years**.

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation

with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

NOTICE OF ADOPTION OF RESOLUTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Rotterdam, Schenectady County, New York, at a meeting held on the 14th day of August, 2024, duly adopted the resolution published herewith **subject to a permissive referendum**.

Dated: Rotterdam, New York,
August 14, 2024.

/s/ Diane M. Marco
Town Clerk

BOND RESOLUTION NO. 327.24 DATED AUGUST 14, 2024

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, THE ISSUANCE OF $28,500,000 BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A PARCEL OF LAND AND CONSTRUCTION THEREON OF A NEW POLICE/COURT BUILDING IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital project hereunder described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, the capital project hereinafter described has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not have a significant adverse impact on the environment; and

WHEREAS, it is now desired to authorize the financing of such capital project, NOW, THEREFORE,

BE IT RESOLVED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. The acquisition of a parcel of land of approximately 3.67 acres located at 369 Duanesburg Road in and for the Town of Rotterdam, Schenectady County, New York, and the construction thereon of a new Police/Court building, including original furnishings, equipment, machinery, apparatus, appurtenances, site work (including demolition of existing building) and incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of $28,500,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of $28,500,000 bonds of said Town, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty (30) years, pursuant to subdivision 94 based upon subdivisions 11(a) and 21(a) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will exceed five years**.

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. Upon this resolution taking effect, the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM**.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: August 14, 2024
BidNet: Please publish on August 16, 2024
Daily Gazette: Please publish once on August 16, 2024
Town Clerk Post

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 328.24

TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES' ASSOCIATION RECOGNIZING THE NEW JOB TITLE OF ACCOUNTANT

WHEREAS, on March 15, 2022, the Schenectady County Civil Service Commission voted to establish the title of Accountant in the Town of Rotterdam in the competitive class of the civil service;

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Supervisor **COLLINS**,

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 Civil Service Employees' Association recognizing the position of Accountant, a position in the competitive class of the civil service, as a CSEA bargaining unit position covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.

SECTION 2. This resolution shall become effective August 14, 2024

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 329.24

TO AUTHORIZE THE SUPERVISOR TO EXTEND THE MEMORANDUM OF AGREEMENT FOR THE SALE OF WATER WITH THE TOWN OF GUILDERLAND FOR TWO MONTHS

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI**, seconded by Councilmember **MASTROIANNI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to extend the Memorandum of Agreement with the Town of Guilderland, for the sale of emergency and permanent water, with no pauses in service and with all rates remaining the same according to the agreement, until October 14, 2024.

SECTION 2. This resolution shall become effective on August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 330.24

TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE A SECOND AMENDMENT TO DEVELOPER'S AGREEMENT WITH LECCE SENIOR LIVING LLC DATED NOVEMBER 14, 2020

WHEREAS, the Town Board of the Town of Rotterdam is a party to a Developer's Agreement with Lecce Senior Living, LLC, dated November 14, 2020; and

WHEREAS, the Town Board of the Town of Rotterdam passed Amendment One to a Developer's Agreement with Lecce Senior Living, LLC, dated March 3, 2022; NOW

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI**, seconded by Councilmember **SCHLAG**,

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 Second Amendment to Developer's Agreement with Lecce Senior Living LLC dated November 14, 2020 annexed hereto.

SECTION 2. This resolution shall become effective on August 14, 2024.

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

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 Boulevard, Rotterdam, New York 12306 on Wednesday, August 14, 2024, at 7:00 p.m., the following ORDER was duly adopted:

ORDER 2.24

51130-2-704

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the John F. Kirvin Government Center, Town Hall, in Rotterdam, New York, in said Town, on August 14, 2024, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

Mollie Collins
Supervisor

Jack Dodson
Councilmember

Joseph Mastroianni
Councilmember

Teri Gallucci
Councilmember

Ronald Schlag
Councilmember

In The Matter Of The Establishment of Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 in the Town of Rotterdam, Schenectady County, New York	ORDER CALLING PUBLIC HEARING

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York (the "Town"), has duly caused to be prepared a map showing the boundaries of a proposed sewer district extension in said Town, to be known as Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 in the Town of Rotterdam (hereinafter,

the “Extension”) a general plan to serve said Extension, and a report of the proposed method of operation thereof including capital improvements therefore and an estimate of cost thereof; and

WHEREAS, said map, plan and report, including an estimate of the cost, dated November 18, 2021, and last revised June 4, 2024, were prepared by Brett L. Steenburgh, PE, PLLC, competent engineers duly licensed by the State of New York, and after review and acceptance by the Town Board, are being filed in the office of the Town Clerk of said Town, where the same are available during regular office hours for examination by any persons interested in the subject matter thereof, including estimate of cost; and

WHEREAS, the boundaries of said Extension shall be as described in Exhibit A attached hereto and hereby incorporated herein; and

WHEREAS, the improvements proposed for said Extension consist of construction of a sanitary sewer collection system, sewer mains and laterals, pump station, and original equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, all as more fully described in the map, plan and report hereinbefore described; and

WHEREAS, the maximum estimated cost of said improvements is $250,530; and

WHEREAS, the developer of the extension area has agreed to pay the cost of the establishment of the Extension and the improvements therefore; and

WHEREAS, the estimated cost of said Extension to the typical property, being a condominium building apartments therein, is $385.08 in the first year in which operation, maintenance, and other charges and expenses are to be paid; and

WHEREAS, a detailed explanation of the manner by which were computed said estimated costs of connection and first-year costs to typical property has been filed in the office of the Town

Clerk at the Town Hall in Schenectady, New York where the same are available during regular office hours for examination by any person interested in the subject manner thereof; and

WHEREAS, said establishment of the Extension and the capital project therefor has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, it has been determined will not result in a significant environmental effect and SEQRA compliance materials are on file in the office of the Town Clerk where they may be inspected during normal office hours; and

WHEREAS, it is now desired to call a public hearing upon the question of the establishment of said Extension and the improvements proposed therefor, all pursuant to Section 209 d of the Town Law; NOW,

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **GALLUCCI**,

IT IS HEREBY ORDERED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, shall be held at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, in said Town, on the 11th day of September, 2024, at 7:00 o'clock P.M., Prevailing Time, for the purpose of holding a public hearing to consider the establishment of a sewer district extension in said Town as described in the preambles hereof, to be known as Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2, and the improvements proposed therefor, and to consider the map, plan and report in relation thereto hereby accepted by this Town Board which approves of its contents after review

thereof and hereby directed to be filed in the office of the Town Clerk, and to hear all persons interested in the subject matter thereof concerning the same, and for such other action on the part of said Town Board as may be required by law or shall be proper in the premises.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of this order, together with the "Notice of Adoption", to be published once in the official newspaper of said Town, said publication thereof to be not less than ten nor more than twenty days before the day set herein for the hearing as aforesaid, and said Town Clerk shall also cause a copy thereof to be posted on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law not less than ten nor more than twenty days before the day set for the hearing as aforesaid.

Section 3. This Order shall take effect immediately.

The question of the adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
Collins	**X**		

The Order was thereupon declared duly adopted.

* * * *

EXHIBIT A

Boundaries of Proposed Extension No. 17 (Condos at Helderberg Meadows Extension)
to the Town of Rotterdam Sewer District No. 2 in the
Town of Rotterdam, Schenectady County, New York

Tax Map ID. No. 58.19-1-10
(formerly known as the Gianetti Parc

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 Meeting of the Town of Rotterdam on August 14, 2024, 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 August 19, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

John F. Kirvin Government Center * 1100 Sunrise Boulevard * Rotterdam, NY 12306
Telephone: (518) 355-7575 Ext: 352 * Fax: (518)355-7837* Website: www.rotterdamny.org
Email * dmarco@rotterdamny.org

August 23, 2024

Certified Resolutions: #331.24-#337.24 for the year 2024 was duly adopted at the Town Board Special Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Thursday, August 22, 2024 at 7:00 p.m. The Town Board Agenda Meeting started at approximately 6:36 p.m. and was adjourned at approximately 6:49 p.m. by Councilmember Schlag and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Agenda Meeting. The Town Board Special Meeting started at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 7:46 p.m. All agreed to adjourn the Town Board Meeting.

Councilmember Dodson was absent

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM

TOWN BOARD SPECIAL MEETING

Thursday, August 22, 2024 at 7:00 PM, 1100 Sunrise Blvd.

For the purpose of hiring a Part Time Wastewater Treatment Plant Operator, and for any other purpose as may come before the Town Board.

By Order of the Rotterdam Town Supervisor

Diane M. Marco
Town Clerk

Posted 8/19/2024

SPECIAL MEETING OF THE ROTTERDAM TOWN BOARD

August 22, 2024
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins
EXECUTIVE SESSION
PROCLAMATIONS
PUBLIC HEARING
PRESENTATIONS

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:
Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign-in sheets being provided. Speakers will be called to the podium in the order of their signing in. Persons recognized by the Chair to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as Chair of the meeting. Persons granted the privilege of the floor shall first clearly state his/her name and address for the record. Persons so addressing the Chair through the use of a prepared written statement shall submit a copy of the same to the Town Clerk for the purpose of maintaining clear and accurate official minutes of the Town Board meeting.

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:
Any person recognized by the Town Supervisor to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as chair of the meeting. Any person granted the privilege of the floor shall first clearly state his/her name and address for the record. The purpose of privilege of the floor shall be for speakers to express their views, thoughts and speak freely. Each speaker, who wishes to address the town board, shall have an equal and reasonable opportunity to be heard by the town board. Each speaker shall be afforded a maximum of four (4) minutes to address the town board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

331.24 To appoint Brion Dufek to the position of Senior Wastewater Treatment Plant Operator part time.

332.24 To appoint Deborah Scharff to the position of Clerk.

333.24 To appoint Joseph Disco Jr. to the position of Wastewater Treatment Plant Operator Trainee.

334.24 To amend Resolution 292.24 of the year 2024; To appoint Shawn Pryba to the position of Wastewater Treatment Plant Operator Trainee.

335.24 To approve budget transfers of gas and diesel to the 2024 budget.

336.24 To authorize the purchase of one Waterpoint PLD2 Leak Noise Correlator system.

337.24 Authorize the Supervisor to negotiate and execute a temporary agreement with the City of Schenectady to provide city personnel at the Town's Wastewater Treatment Plant.

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, August 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 331.24

TO APPOINT BRION DUFEK TO THE POSITION OF SENIOR WASTEWATER TREATMENT PLANT OPERATOR PART TIME

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI**, seconded by Councilmember **SCHLAG**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Brion Dufek, of Rotterdam, New York, is hereby appointed to the position of Senior Wastewater Treatment Plant Operator, part time, with no employee benefits, and subject to pre-employment background checks, at an hourly rate of thirty ($70.00) dollars, commencing August 24, 2024.

SECTION 2. This resolution shall become effective August 22, 2024.

DATED: August 22, 2024

NAME	AYES	NOES	ABSTAIN
Dodson **(Absent)**			
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Special Meeting of the Town of Rotterdam on August 22, 2024, 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 August 23, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County NY

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, August 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 332.24

TO APPOINT DEBORAH SCHARFF TO THE POSITION OF CLERK

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **GALLUCCI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Deborah Scharff, of Scotia, New York 12302, is hereby appointed to the position of Clerk, probationary, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty thousand seven hundred ten and 75/100 ($40,710.75) dollars, commencing September 9, 2024.

SECTION 2. This resolution shall become effective August 22, 2024.

DATED: August 22, 2024

NAME	AYES	NOES	ABSTAIN
Dodson **(Absent)**			
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Special Meeting of the Town of Rotterdam on August 22, 2024, 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 August 23, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County N.Y.

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, August 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 333.24

TO APPOINT JOSEPH DISCO JR. TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR TRAINEE

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI**, seconded by Councilmember **MASTROIANNI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Joseph Disco Jr., of Rotterdam, New York 12306, is hereby appointed to the position of Wastewater Treatment Plant Operator Trainee, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-two thousand six hundred fifty-three and 71/100 ($52,653.71) dollars, commencing August 23, 2024.

SECTION 2. This resolution shall become effective August 22, 2024.

DATED: August 22, 2024

NAME	AYES	NOES	ABSTAIN
Dodson **(Absent)**			
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Special Meeting of the Town of Rotterdam on August 22, 2024, 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 August 23, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady County, N.Y.

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, August 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION 334.24

TO AMEND RESOLUTION 292.24 OF THE YEAR 2024 TO APPOINT SHAWN PRYBA TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR TRAINEE

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI**, seconded by Councilmember **MASTROIANNI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 292.24, as amended, is hereby amended, and restated to read as follows:

Shawn Pryba, of Rotterdam, New York 12306, is hereby appointed to the position of Wastewater Treatment Plant Operator Trainee, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-two thousand six hundred fifty-three and 71/100 ($52,653.71) dollars, commencing August 15, 2024.

SECTION 2. This resolution shall be retroactive effective August 14, 2024.

DATED: August 22, 2024

NAME	AYES	NOES	ABSTAIN
Dodson **(Absent)**			
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Special Meeting of the Town of Rotterdam on August 22, 2024, 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 August 23, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of The Town Clerk Schenectady County, NY

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, August 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 335.24

TO APPROVE BUDGET TRANSFERS OF GAS AND DIESEL TO THE 2024 BUDGET

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **GALLUCCI**,

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 **GAS** transfers to the various accounts for 2024 are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A3120 4302	FROM:	Patrol Vehicle Gas	-$21,297.57
General	A3310 4302	FROM:	Traffic Control Gas	-608.31
General	A3620 4302	FROM:	Safety Insp Gas	-0
General	A7110 4302	FROM:	Parks Gas	-3,178.20
General	A1355-4302	FROM:	Assessor	- 0
General	A3410 4302	FROM:	Fire Fight Gas	-2,743.92
General	A5132 4304	INTO:	Central Gas Expenditure	+27,828.00
Highway	DA5110 4304	FROM:	Fuel General	-2,736.64
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-1,754.65
General	A5132 4304	INTO:	Central Gas Expenditure	+4,481.29
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-2,487.38
General	A5132 4304	INTO:	Central Gas Expenditure	+2,487.38
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-2,554.45
General	A5132 4304	INTO:	Central Gas Expenditure	+2,554.45

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 **DIESEL** transfers to the various accounts for 2024 are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A8189 4302	FROM:	Landfill Gas	-1,614.38
General	A4160-4162	FROM:	Compost Tub Grinder	- 0
General	A3410 4302	FROM:	Fire Fight Gas	-1,471.11
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+3,085.49
Highway	DA5110 4304	FROM:	Fuel General	-10,617.08
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-6,701.59
Highway	A5132 4304	INTO:	Central Diesel Expenditure	+17,318.67
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-237.06
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+237.06
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-276.89
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+276.89

SECTION 3. This resolution shall become effective August 22, 2024

DATED: August 22, 2024

NAME	AYES	NOES	ABSTAIN
Dodson **(Absent)**			
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Special Meeting of the Town of Rotterdam on August 22, 2024, 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 August 23, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of The Town Clerk Schenectady County, NY

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, August 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 336.24

TO AUTHORIZE THE PURCHASE OF ONE WATERPOINT PLD2 LEAK NOISE CORRELATOR SYSTEM

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI,** seconded by Councilmember **SCHLAG,**

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 Waterpoint PLD2 Leak Noise Correlator System from 64 Seconds, located at 945 Concord Street, Framingham, MA 01701, for an amount not to exceed three thousand three hundred sixty-four and 00/100 ($3,364.00) dollars.

SECTION 2. This resolution shall become effective August 22, 2024.

DATED: August 22, 2024

NAME	AYES	NOES	ABSTAIN
Dodson **(Absent)**			
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
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 Special Meeting of the Town of Rotterdam on August 22, 2024, 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 August 23, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County, N.Y.

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, August 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 337.24

AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE A TEMPORARY AGREEMENT WITH THE CITY OF SCHENECTADY TO PROVIDE CITY PERSONNEL AT THE TOWN'S WASTEWATER TREATMENT PLANT

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **GALLUCCI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute a temporary agreement with the City of Schenectady, to provide Wastewater Treatment Plant Operator personnel at the Town's Wastewater Treatment Plant on an as needed basis.

SECTION 2. The hours the City of Schenectady personnel provide the Town will be recorded and paid by municipal voucher issued at the rate of $80.00 per hour.

SECTION 3. This resolution shall become effective August 22, 2024.

DATED: August 22, 2024

NAME	AYES	NOES	ABSTAIN
Dodson **(Absent)**			
Mastroianni	X		
Gallucci	X		
Schlag	X		
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 Special Meeting of the Town of Rotterdam on August 22, 2024, 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 August 23, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County, NY

RESOLUTION NO. 339.24

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR AUGUST 2024

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 August 2024, has been placed on file and the town clerk's check in the amount of five thousand seven hundred eighteen dollars and 21/100 ($5,718.21) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective September 11, 2024

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: September 3, 2024

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for August $5,718.21 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: September 11, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: September 11, 2024

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of September 11, 2024

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
August 01, 2024 - August 31, 2024

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	22	289.63
			Sub-Total:	**$289.63**
Dog Licensing	Exempt Dog	A2544	4	0.00
Dog Licensing	Female, Spayed	A2544	96	1,344.00
Dog Licensing	Female, Unspayed	A2544	9	153.00
Dog Licensing	Male, Neutered	A2544	107	1,498.00
Dog Licensing	Male, Unneutered	A2544	14	238.00
			Sub-Total:	**$3,233.00**
Ez pass	Ez Pass	A1255	10	250.00
			Sub-Total:	**$250.00**
Late Fees	Late Fee -Dog Renewal	A1550	35	350.00
			Sub-Total:	**$350.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	20	350.00
			Sub-Total:	**$350.00**
Misc	Impoundment Fees - Dogs	A1550	1	10.00
	Misc		9	259.58
			Sub-Total:	**$269.58**
MISC. FEES	Certified Copies	A1255	117	1,170.00
			Sub-Total:	**$1,170.00**
One Day Officiant License	One Day Officiant License	A1255	2	50.00
			Sub-Total:	**$50.00**
parade vending permit	Parade Permit	A002545	2	50.00
			Sub-Total:	**$50.00**
PERMIT FEES	Garage Sale	A2590	50	250.00
			Sub-Total:	**$250.00**
Senior Discount	Senior Discount	A2544	55	-544.00
			Sub-Total:	**-$544.00**
			Total Local Shares Remitted:	**$5,718.21**

Amount paid to:	NYS Ag. & Markets for spay/neuter program	272.00
Amount paid to:	NYS Environmental Conservation	5,255.37
Amount paid to:	State Health Dept. For Marriage Licenses	450.00

Total State, County & Local Revenues: $11,695.58

Total Non-Local Revenues: $5,977.37

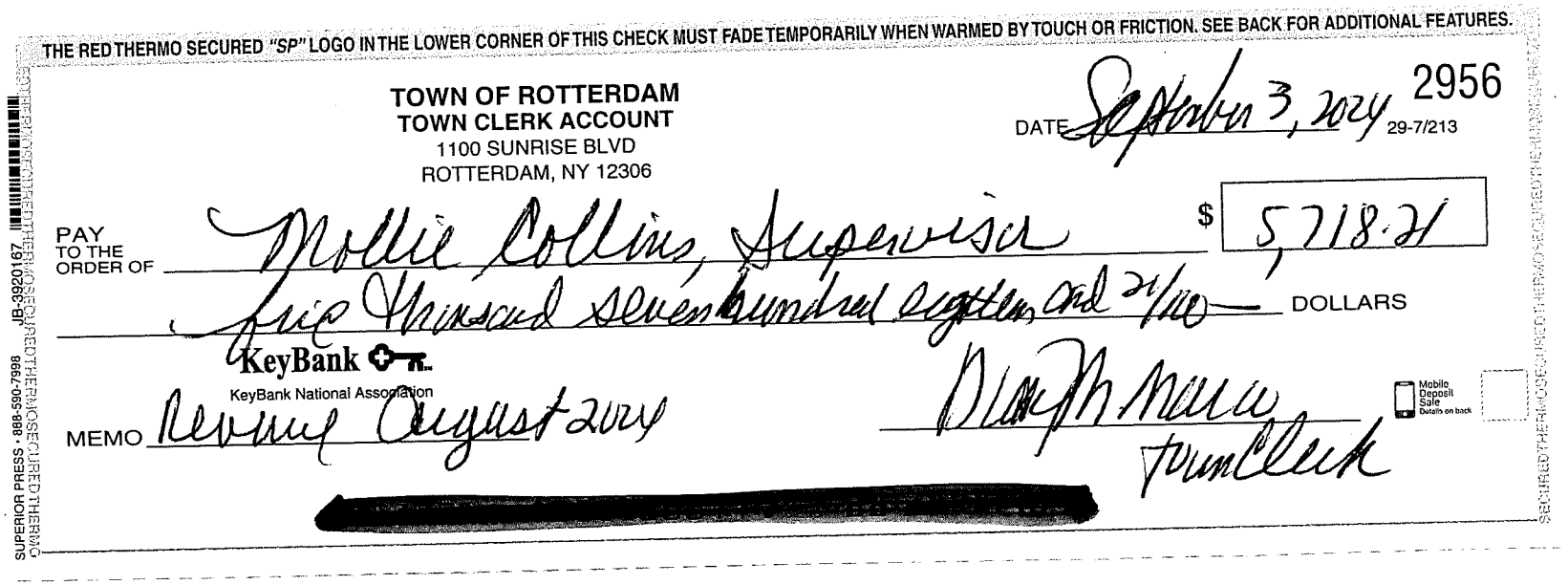
To the Supervisor:
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane M. Marco, Town Clerk, Town of Rotterdam during the period stated above, in connection with my office, excepting only such fees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

Mollie A. Collins — Supervisor — 9/3/24 — Date

Diane M. Marco — Town Clerk — 9/3/2024 — Date

Monthly Worksheet of Daily Work
August 2024

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 of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
8/1/2024	$871.35	$524.00	$493.64	$30.36	$210.00	$19.00	$191.00	$40.00	$22.50	$17.50	$37.35	$0.00	$0.00	$0.00	$0.00
8/2/2024	$814.77	$521.00	$490.10	$30.90	$85.00	$7.00	$78.00	$0.00	$0.00	$0.00	$58.77	$0.00	$0.00	$0.00	$0.00
8/5/2024	$680.00	$189.00	$177.11	$11.89	$271.00	$30.00	$241.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/6/2024	$1,068.00	$687.00	$674.81	$12.19	$261.00	$26.00	$235.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/7/2024	$358.50	$20.00	$18.89	$1.11	$106.00	$12.00	$94.00	$80.00	$45.00	$35.00	$22.50	$0.00	$0.00	$25.00	$25.00
8/8/2024	$492.79	$216.00	$204.09	$11.91	$186.00	$18.00	$168.00	$0.00	$0.00	$0.00	$40.79	$0.00	$0.00	$0.00	$0.00
8/9/2024	$359.00	$159.00	$149.50	$9.50	$85.00	$7.00	$78.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/12/2024	$719.00	$269.00	$254.14	$14.86	$270.00	$23.00	$247.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/13/2024	$503.00	$388.00	$366.58	$21.42	$65.00	$5.00	$60.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/14/2024	$447.00	$72.00	$68.03	$3.97	$145.00	$12.00	$133.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00	$0.00
8/15/2024	$311.00	$85.00	$80.29	$4.71	$161.00	$18.00	$143.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/16/2024	$651.23	$545.00	$514.97	$30.03	$55.00	$6.00	$49.00	$0.00	$0.00	$0.00	$31.23	$0.00	$0.00	$0.00	$0.00
8/19/2024	$359.85	$196.00	$185.20	$10.80	$155.00	$11.00	$144.00	$0.00	$0.00	$0.00	$8.85	$0.00	$0.00	$0.00	$0.00
8/20/2024	$257.00	$92.00	$86.92	$5.08	$20.00	$2.00	$18.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8/21/2024	$585.00	$214.00	$201.47	$12.53	$36.00	$7.00	$29.00	$120.00	$67.50	$52.50	$0.00	$0.00	$0.00	$75.00	$0.00
8/22/2024	$245.00	$60.00	$56.68	$3.32	$70.00	$6.00	$64.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/23/2024	$650.42	$336.00	$316.76	$19.24	$130.00	$12.00	$118.00	$80.00	$45.00	$35.00	$24.42	$0.00	$0.00	$50.00	$0.00
8/26/2024	$549.00	$164.00	$154.95	$9.05	$145.00	$12.00	$133.00	$120.00	$67.50	$52.50	$0.00	$0.00	$0.00	$50.00	$0.00
8/27/2024	$160.00	$60.00	$56.68	$3.32	$50.00	$4.00	$46.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
8/28/2024	$478.54	$231.00	$218.26	$12.74	$195.00	$17.00	$178.00	$0.00	$0.00	$0.00	$12.54	$0.00	$0.00	$0.00	$0.00
8/29/2024	$345.13	$67.00	$63.31	$3.69	$150.00	$10.00	$140.00	$40.00	$22.50	$17.50	$23.13	$0.00	$0.00	$0.00	$0.00
8/30/2024	$790.00	$450.00	$422.99	$27.01	$110.00	$8.00	$102.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$25.00	$25.00
Audited by dmm 8/30/2024	$11,695.58	$5,545.00	$5,255.37	$289.63	$2,961.00	$272.00	$2,689.00	$800.00	$450.00	$350.00	$259.58	$0.00	$0.00	$250.00	$50.00



THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

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

DATE September 3, 2024 2956
29-7/213

PAY TO THE ORDER OF Mollie Collins, Supervisor $ 5,718.21

five thousand seven hundred eighteen and 21/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revised August 2024

Diane M. Miller
Town Clerk

Mobile Deposit Safe Details on back

SUPERIOR PRESS • 888-590-7998 JB-3920167 DETACH AT PERFORATION BEFORE CUTTING THERMO

SECURED BY THERMOCHROMIC INK THAT DISAPPEARS WHEN HEATED

RESOLUTION NO. 340.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH HAYES INSTRUMENTATION SERVICES FOR WATER TREATMENT PLANT PREVENTATIVE MAINTENANCE AND CALIBRATION SERVICES

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 Town Supervisor to negotiate and execute an agreement with Hayes Instrumentation Services, located at 201 Longhouse Lane, Slingerlands, New York 12159, for annual preventative maintenance and calibration services at the Water Treatment Plant in the total amount not to exceed one thousand four hundred eighty-eight and 00/100 ($1,488.00) dollars.

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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:	August 13, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Senior Building Inspector JK
TITLE OF REQUEST:	Authorize Supervisor to enter into an Annual Maintenance Agreement – WTP-Instrument Preventive Maintenance and Calibration
TOWN BOARD MEETING:	September 11, 2024
Background Information:	The Town has utilized Honeywell in the past for the equipment maintenance. Honeywell recently discontinued services contracts. Stephen Hayes is the technician that used to perform the maintenance for Honeywell.
Evaluation/Analysis:	The Semi-Annual Instrumentation Preventive Maintenance and Calibration is up for renewal for WTP. Attached is a quote for the semi-annual contract. Contract amount not to exceed $1,488.00.
Recommendation(s):	Authorize Supervisor to sign the Hayes Instrumentation Services Agreement.
Attachment/Document(s):	Hayes Instrumentation Services Proposal dated August 12, 2024.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

HAYES INSTRUMENTATION SERVICES

Invoice

DATE: 08-12-2024

Contract #:80424-002

SERVICE PROVIDER
Stephen Hayes Hayes Instrumentation Services 201 Longhouse Lane Slingerlands, NY 518-527-0708 Email: stevehayesinstrumentation@gmail.com

CUSTOMER DETAILS
Town of Rotterdam – Justin Peterson Email: jpeterson@rotterdamny.org Phone: 518-378-3442 Site: Town of Rotterdam Water Treatment Plant 49 Ride Road Rotterdam, NY 12306 Billing: Town of Rotterdam 1100 Sunrise Boulevard Rotterdam, NY 12306

SERVICE DESCRIPTION
Contract for Semi-Annual Instrumentation Preventive Maintenance and Calibration Contract. As previously serviced, all instruments will be serviced and calibrated semi-annually with NIST Certified Test Equipment. Contract to include one full day service visit in October with an additional 4 hours of call in/trouble/consultative time to be used as needed throughout the year. This contract will effective on date signed and accepted by both parties and will expire 6 months from that date.

CONTRACT BILLING DETAIL		
DESCRIPTION	QUANTITY	COST
Annual Contract	1	$1488.00
SALES TAX OR EXEMPT NUMBER		
TOTAL COST DUE UPON SERVICE		$1488.00

SPECIAL NOTES AND INSTRUCTIONS
Please include tax exempt number when signing. Additional Services beyond this contract will be billed at $150.00/hour. Town of Rotterdam PO # 00202426-00 Please remit payment to address above.

QUOTE ACCEPTANCE
SIGNATURE:
PRINTED NAME:
DATE OF ACCEPTANCE:

Purchase Order 00202426-00 FY 2024

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ORIGINAL Page 1

Vendor
HAYES INSTRUMENTATION SERVICES
201 LONGHOUSE LANE

SLINGERLANDS, NY
12159

Ship To
WATER 5
PUBLIC WORKS

SCHENECTADY, NY
12306

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/06/24	004260				WATER

LN	Description / Account	Unit	Qty	Unit Price	Net Price
001	W58320-4879 Technician to calibrate & maintain plant flow and tank level transmitters to ensure accurate data is received.	EACH	1.00	1488.00000	1488.00

PO Total 1488.00

James Keith
Chief Procurement Officer

Town of Rotterdam Purchase Order Request

Purchase Order Number: 2024-26

Date: 8/5/2024

Vendor: Hayes Instrumentation SVC. Vendor#: 4260

Appropriation Account Number(s):	Amount to pay from line:
W58320-4879	$ 1488.00

Description of items or services to be purchased:

Honeywell discontinued Service contracts last year. Previously, they maintained our telemetry on a bi-annual basis. Stephen Hayes (Hayes Instrumentation) is the technician that used to perform our service under Honeywell.

Reason for purchase:

Calibrate and maintain Plant flow and tank level transmitters to ensure accurate data is received.

Requested by: Justin Petrison

Department Head **Approval** James Keff

Comptroller's Office Approval of funds available: [signature] Date: 8/5/24

Budget Transfer Request Attached: Yes **No** N/A

Approved by:

Supervisor Collins MC (Yes) No Date: 9/6/2024

Deputy Supervisor Dodson Yes No Date:

HAYES INSTRUMENTATION SERVICES

SERVICE QUOTE

DATE: 08-04-2024

QUOTE #:80424-002

SERVICE PROVIDER	CUSTOMER DETAILS
Stephen Hayes Hayes Instrumentation Services 201 Longhouse Lane Slingerlands, NY 12159 518-527-0708 Email: stevehayesinstrumentation@gmail.com	Town of Rotterdam – Justin Peterson Email: jpeterson@rotterdamny.org Phone: 518-378-3442 Site: Town of Rotterdam Water Treatment Plant 49 Ride Road Rotterdam, NY 12306 Billing: Town of Rotterdam 1100 Sunrise Boulevard Rotterdam, NY 12306

SERVICE DESCRIPTION

Proposal for Annual Instrumentation Preventive Maintenance and Calibration Contract. As previously serviced, all instruments will be serviced and calibrated semi-annually with NIST Certified Test Equipment. Contract to include one full day service visit in October with an additional 4 hours of call in/trouble/consultative time to be used as needed throughout the year. This contract will effective on date signed and accepted by both parties and will expire 6 months from that date.

CONTRACT BILLING DETAIL

DESCRIPTION	QUANTITY	COST
Annual Contract	1	$1488.00
	SALES TAX OR EXEMPT NUMBER	
	TOTAL COST DUE UPON SERVICE	$1488.00

SPECIAL NOTES AND INSTRUCTIONS

Please include tax exempt number when signing.

Additional Services beyond this contract will be billed at $150.00/hour.

QUOTE ACCEPTANCE

SIGNATURE:

PRINTED NAME:

DATE OF ACCEPTANCE:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (855) 222-5919 **FAX (A/C, No):** **E-MAIL ADDRESS:** support@nextinsurance.com
INSURED Stephen Hayes Hayes Instrumentation Services 201 Longhouse Ln Slingerlands, NY 12159	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** State National Insurance Company, Inc. — 12831 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 750470449 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			NXTDLQ793W-00-GL	05/28/2024	05/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

Stephen Hayes
Hayes Instrumentation Services
201 Longhouse Ln
Slingerlands, NY 12159

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Hayes Instrumentation Services corrected* Town Of Rotterdam Quote for Service

Stephen Hayes <stevehayesinstrumentation@gmail.com>

Sun 8/4/2024 9:18 PM

To:Justin Peterson <jpeterson@rotterdamny.org>
Cc:Stephen Hayes <stevehayesinstrumentation@gmail.com>

4 attachments (2 MB)

Honeywell 2024 Rates.pdf; HIS Rotterdam Quote 24-25 Full year.pdf; HIS Liability Insurance Certificate 2024.pdf; HIS Rotterdam Quote 24 6 month.pdf;

Hi Justin,

Apologies for the error on the first e-mail. Attached are all of the correct quotes.

Thank you for your patience. Hayes Instrumentation Services is official!

Attached are two quotes as we discussed and the Insurance Certificate for my company. One quote is for 6 months with 4 hours of trouble service. I anticipate we will do the routine service in October but that is flexible to your preference. The second quote is for a full year with 8 hours of trouble service should you be interested in processing that through now. If you choose the 6 month option I will re-quote in January for next year.

I've included the current list prices for Honeywell service if they would accept your contract that they previously cancelled over a year ago. As you can see, my rates are significantly below the current Honeywell stated rates.

My EIN # is: 99-3141456

Please let me know if you need any additional information. As always please call me anytime with any questions.

Thank you,

Steve

Steve Hayes
Sole Proprietor
HIS - Hayes Instrumentation Services
Mobil: 518-527-0708
email: stevehayesinstrumentation@gmail.com

Team,

Here are the list prices for services for this year. Please use these for any quotations. Let me know if you have any questions.

Description	List Price
SVC-ICAL-FD|Calibration Services - Full Day	$ 2,239.00
SVC-ICAL-HD|Calibration Services - Half Day	$ 1,145.70
SVC-ICAL-HT|Calibration Services - Weekend/Holiday	$ 524.15
SVC-ICAL-OT|Calibration Services - Overtime	$ 393.17
SVC-SSER-FD|Small Systems Services - Full Day	$ 2,239.00
SVC-SSER-HT|Small Systems Services - Weekend/Holiday	$ 524.15
SVC-SSER-OT|Small Systems Services - Overtime	$ 393.17

September 11, 2024

RESOLUTION NO. 341.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GREENBRIAR CONSTRUCTION SERVICES AND SPECTRUM ENVIRONMENTAL ASSOCIATES INC FOR ASBESTOS REMOVAL SERVICES

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 Town Supervisor to negotiate and execute an agreement with Greenbriar Construction Services, located at P.O. Box 330, Wynantskill, New York 12198, for asbestos abatement services on buildings located at 49 Rice Road and 1214 Main Street, in the total amount not to exceed nineteen thousand nine hundred ninety-nine and 00/100 ($19,999.00) dollars.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Spectrum Environmental Services, located at P.O. Box 1024, Schenectady, New York 12301, for asbestos abatement monitoring services on buildings located at 49 Rice Road and 1214 Main Street, in the total amount not to exceed four thousand three hundred thirty-four and 00/100 ($4,334.00) dollars.

SECTION 3. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: August 30, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: Asbestos Removal at 49 Rice Road Main Office Building and Water Pumps Bldgs. 1 and 2 at 1214 Main Street

TOWN BOARD MEETING: September 11, 2024

Background Information:

Asbestos materials are present at 49 Rice Road Main Office Building and Water Pumps Bldgs. 1 and 2 at 1214 Main Street which are proposed to be removed. Three (3) bids were received from qualified asbestos removal contractors along with monitoring cost. Greenbriar Construction Services was determined to be the lowest responsible bidder, and their lump sum cost is as follows:

- 49 Rice Road Bldg. - $12,373.00
- 1214 Main Street Bldgs. - $7,626.00

Spectrum Environmental Associates, Inc. provided costs for monitoring the asbestos removal and their estimated cost is as follows:

- 49 Rice Road Bldg. - $900.00
- 1214 Main Street Bldgs. - $3,434.00

Evaluation/Analysis:

The cost for removal and monitoring the asbestos removal for all three (3) buildings appear to be reasonable.

Recommendation(s):

Based upon the cost proposals received for the removal and monitoring the asbestos removal, I recommend that Greenbriar Construction Services be hired to remove the asbestos. Also, that Spectrum Environmental Associates, Inc.be hired to monitor the asbestos removal.

Attachment/Document(s):

Attached are the bids received for the asbestos removal and monitoring.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

GREENBRIAR
CONSTRUCTION SERVICES LLC

Mr. Fred Mastroianni
Professional Engineer
Town of Rotterdam

July 17th, 2024

Project: **49 Rice Road @ crawl space & 1214 Main Street @ Bldgs. 1 & 2**

Asbestos Abatement

Greenbriar Construction Services, LLC is pleased to provide the following lump sum proposal for the abatement services required at the above-referenced project. The following scope of work was developed during our site visit and in accordance with the specifications provided by the owner.

This proposal is intended to be utilized by the owner for evaluating feasibility and costs associated with the downsizing, sale or redevelopment of the site and as an offer to perform the work.

Scope of Work:

- Notification and posting of Asbestos Abatement Project per NYSDOL requirements.
- Mobilization of labor, equipment, materials, and supervision to and from site including required decontamination unit.
- Prep and abatement of asbestos-containing materials as specified in the site visit. Removals included are approximately 220 LF of asbestos-containing thermal systems insulation @ 49 Rice Road and a total of 360 SF of asbestos-containing Masonite @ Bldgs. 1&2 @ 1214 Main Street. Excludes any removals within walls or chases. Excludes any variances. Excludes any removal of contents.
- Removal and legal disposal of all asbestos-containing material to a certified landfill facility permitted to accept such material.
- Includes prevailing wage rates.
- Includes portable restroom if required.
- Legal disposal of all construction debris to a certified landfill permitted to accept such material.
- Includes required OSHA monitoring.
- Includes required project closeout documentation.

Exclusions:

- Hazardous or regulated material abatement or remediation other than the above-mentioned asbestos work including but not limited to mold, lead, PCB, refrigerants, mercury, UST, paints, solvents, etc.
- Temporary Power and water.
- NYS Sales Tax.
- Third-party monitoring, consulting, testing, engineering or analytical services.
- Municipal building permits.
- Any other work besides what is previously specified in the above scope of work.

GREENBRIAR
CONSTRUCTION SERVICES LLC

Lump Sum Pricing:

49 Rice Road Crawl Space Abatement	**$ 12,373.00**
1214 Main Street Bldgs. 1 & 2	**$ 7626.00**
	$19,999.00

Project Schedule:

- Greenbriar Construction Services anticipates approximately 5 **day(s)** for safe and successful project completion of the abatement from a start date mutually agreed upon by the contractor and owner.

Terms & Conditions:

- The terms of this quotation shall be incorporated into and made part of any future contractual agreement between both parties.
- Owner to provide Tax Exempt or Capital Improvement Certification otherwise applicable sales tax may apply.
- Insurance furnished to the limits and coverage's shown on the attached sample COI.
- 25% Deposit; Balance upon completion. No percentage of payment shall be retained for any periods of time. Any balances over 30 days will be charged interest at a rate of 2.5% per month. All major credit cards accepted at a rate of 3.5% per transaction.
- Quote is based on current landfill, fuel, material, etc. cost at the time of estimate. Any increases after 30 days will apply on a cost-plus basis. *Quote valid for 30 days from proposal date.*
- All work will be completed in an open shop environment during normal business hours, Monday-Friday, unless otherwise stated.
- All work to be completed under a single project mobilization unless otherwise stated. Each additional mobilization, if required, will be billed at a minimum value of $1,500.

Please feel free to call or email with any questions regarding this proposal.

GREENBRIAR
CONSTRUCTION SERVICES LLC

Sincerely,

Scott Loudis

Greenbriar Construction Services, LLC
P.O. Box 330
Wynantskill, New York 12198
(518) 621-6512

ACCEPTANCE OF PROPOSAL CONDITIONS – NOTICE TO PROCEED:

Client Name: _____ *Representing*: _____

Signature: _____ *Date*: _____

Acknowledgement of Payment Terms & Conditions: _____ (Initial)

Acceptance of Types & Limits of Insurance Coverages: _____ (Initial)

Understanding of Scope of Work, Exclusions & Project Schedule: _____ (Initial)

Confirmation of Capital Improvement or Tax-Exempt Status*: _____ (Initial & Provide Copy)

* If applicable

SPECTRUM
Environmental Associates, Inc.
"Exceeding Our Clients Expectations of Excellence"

P. O. Box 1024
Schenectady, NY 12301
(518) 346-6374 (Phone)
(518) 346-4062 (Fax)
www.4spectrum.com

PROPOSAL FOR INDEPENDENT AIR MONITORING SERVICES

Client:	Town of Rotterdam	Date:	August 15, 2024
Contact:	Mr. Fred Mastroianni	Job Site:	49 Rice Rd.
Address:	1100 Sunrise Blvd.		Rotterdam, NY 12306
	Rotterdam, NY 12306	Email:	fmastroianni@rotterdamny.org

Spectrum Environmental Associates, Inc. (Spectrum) appreciates the opportunity to provide you with a proposal to perform Independent Asbestos Monitoring as required by New York State.

SCOPE OF WORK: All work to be performed by NYS Certified asbestos personnel.

Spectrum shall provide an EPA and NYS DOL Certified Air/Project Monitor to perform air monitoring and visual inspection as required by NYS ICR 56. Scope of work is the removal of approximately 220 LF of flooring in one area.

- As defined by NYS ICR 56 a small project (>25 LF & <260 LF) requires backgrounds and finals with visual inspection.

FEE SCHEDULE: Spectrum has prepared this cost estimate for your consideration.

Item	Unit Cost	Total Cost
Small Project Monitoring – 1 area	$900.00	$900.00
Failed visual Inspection/Clearance Monitoring	$450.00	
Estimated Cost:		**$900.00**

OTHER REQUIREMENTS:

- Contractor to confirm scope of work to Spectrum prior to final inspection and monitoring.
- Owner shall provide electrical power and allow use of the site as needed to perform the scope of work in accordance with all state and federal regulations
- As required by ICR 56, the contractor's supervisor must perform his own final inspection and be on-site to accompany Spectrum during its required Project Monitor Visual Inspection.
- If air sampling results are above 0.01 f/cc, NYS ICR 56 requires that the results be sent to the Asbestos Control Bureau immediately (same business day) which may result in a site visit from the NYS DOL.
- **Spectrum shall not be responsible for the means, methods, techniques, sequences and procedures employed by the contractor in the performance of their contract, and shall not be responsible for the failure of the contractor to carry out the work in accordance with the contract documents. Spectrum shall oversee the contractors work and advice the owner's representative of any deficiencies which we discover during the course of the project in accordance with ICR 56.**

Spectrum Environmental Associates would like to thank you for the opportunity to present our proposal for asbestos consulting services. If you have any questions regarding our proposal or pricing, please feel free to contact me at 518-346-6374 or rmartin@4spectrum.com. If this proposal is acceptable, please sign and return it to Spectrum.

PROPOSAL ACCEPTANCE AGREEMENT AND PAYMENT TERMS:

1. Proposal shall remain valid for thirty (30) days from date prepared.
2. Spectrum accepts checks and all major credit cards. Return Check Fee - $35.00.
3. Client agrees to pay Spectrum for all work performed, upon presentation of invoice, the sum(s) stipulated in the attached proposal. The Client's obligation to pay is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or on the Client's successful completion of the project.
4. Invoices not paid within thirty (30) days of invoice date are subject to a 1-1/2% per month late payment fee. In suit to collect fees under this agreement, the client agrees to pay all of Spectrum's collection costs, court costs, interest, and reasonable attorney's fee.
5. In the event any invoice is not paid within thirty (30) days, Spectrum reserves the right to suspend services under this contract.
6. Client agrees to indemnify and defend Spectrum from any liability, loss cost or expense in connection with the Services, including attorney's fees, claimed for property damage, bodily injury, including death, or other injury or loss except such as is caused solely by the negligence or willful misconduct of Spectrum, its employees, or agents.
7. Spectrum shall not commence work on this project until an executed copy of this agreement has been received (including deposit if applicable) and approved.
8. This agreement represents the entire agreement between the parties and may not be altered except in writing signed by both parties.

Acceptance

Respectfully Submitted,

Ronald F. Martin Jr.
Operations Manager

Name:

Signature:

SPECTRUM
Environmental Associates, Inc.
"Exceeding Our Clients Expectations of Excellence"

P. O. Box 1024
Schenectady, NY 12301
(518) 346-6374 (Phone)
(518) 346-4062 (Fax)
www.4spectrum.com

August 15, 2024

Town of Rotterdam
Attn: Fred Mastroianni
1100 Sunrise Blvd.
Rotterdam, NY 12306
Email: fmastroianni@rotterdamny.org

Re: Asbestos Monitoring – 1214 Main St. Rotterdam, NY

Dear Mr. Mastroianni:

Spectrum Environmental Associates, Inc. (Spectrum) appreciates the opportunity to present you with a proposal to provide asbestos related services at the above referenced site. Based on the information provided, Spectrum has prepared the following quote.

SCOPE OF SERVICES

Spectrum understands the scope of the work to be one large interior work area (360 SF) and therefore will require the following.

- Perform background, during and final air clearance sampling for all interior work areas as required under NYS ICR 56.
- A properly certified Project Monitor shall perform a final visual inspection of all work areas as required under ICR 56.
- Air samples will be analyzed by Phase Contract Microscopy (PCM) – NIOSH 7400 method.
- All sample results will be available within 24 hours of collection
- Spectrum will provide notification as required by NYS ICR 56 to the owner and the contractor if the air sampling results are above the acceptable limit of 0.01 f/cc or background level.
- Provide the client with a final written report which will include air sampling locations, results, chain of custody documentation, log sheets, laboratory certifications, company licenses and employee certifications.

FEE SCHEDULE: Based on the information provided from the abatement contractor regarding schedule, Spectrum has prepared this cost estimated for your consideration. Final cost will be based on the unit prices below and the actual time and expenses used to properly complete the project based on the abatement contractors final scope and timing.

ITEM	QUANTITY	UNIT COST	TOTAL
Certified Project Monitor on Site	8 hours/day	$66.00 per hour	$ 528.00
Certified Project Monitor on Site	minimum	$300.00	
PCM Sample Analysis	10 samples/day	$16.50 each	$ 165.00
Travel – samples back to lab	1/day	$35.00	$ 35.00
Final Report/Administrative Fee.	1	$250.00	
		ESTIMATED DAILY COST	**$ 728.00**

* Unit prices are for normal work shift and 48 hour T/A on sample results as per ICR 56. Overtime and rush analysis will incur a 50% unit price increase.

Based off an Greenbriar estimate of one-half day for backgrounds, 3 days of removal, one half day for final clearances and report the total cost for monitoring would be approximately $3,434.00.

OTHER REQUIREMENTS:

- Owner/Abatement Contractor shall provide electrical power and allow use of the site as needed to perform the scope of work in accordance with all state and federal regulations. If Spectrum is required to provide a generator, an additional $100.00/day will be charged
- As required by ICR 56, the contractor's supervisor must perform his own final inspection and be on-site to accompany Spectrum during its required Project Monitor Visual Inspection.
- If air sampling results are above 0.01 f/cc, NYS ICR 56 requires that the results be sent to the Asbestos Control Bureau immediately (same business day) which may result in a site visit from the NYS DOL.
- **Spectrum shall not be responsible for the means, methods, techniques, sequences and procedures employed by the contractor in the performance of their contract, and shall not be responsible for the failure of the contractor to carry out the work in accordance with the contract documents. Spectrum shall advice the owner's representative of any deficiencies which we discover during the course of the final inspection.**

Spectrum Environmental Associates would like to thank you for the opportunity to present our proposal for asbestos consulting services. If you have any questions regarding our proposal or pricing, please feel free to contact me at 518-346-6374 or rmartin@4spectrum.com. If this proposal is acceptable, please sign and return it to Spectrum intact.

PROPOSAL ACCEPTANCE AGREEMENT AND PAYMENT TERMS:

1. Proposal shall remain valid for thirty (30) days from date prepared.
2. Spectrum accepts checks and all major credit cards. Return Check Fee - $35.00.
3. Client agrees to pay Spectrum for all work performed, upon presentation of invoice, the sum(s) stipulated in the attached proposal. The Client's obligation to pay is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or on the Client's successful completion of the project.
4. Invoices not paid within thirty (30) days of invoice date are subject to a 1-1/2% per month late payment fee. In suit to collect fees under this agreement, the client agrees to pay all of Spectrum's collection costs, court costs, interest, and reasonable attorney's fee.
5. In the event any invoice is not paid within thirty (30) days, Spectrum reserves the right to suspend services under this contract.
6. Client agrees to indemnify and defend Spectrum from any liability, loss cost or expense in connection with the Services, including attorney's fees, claimed for property damage, bodily injury, including death, or other injury or loss except such as is caused solely by the negligence or willful misconduct of Spectrum, its employees, or agents.
7. This agreement represents the entire agreement between the parties and may not be altered except in writing signed by both parties.

Acceptance

Respectfully Submitted,

Ronald F. Martin Jr.
Operations Manager

Name: _____

Signature: _____

David Frueh Contracting LLC (DFC)
PO Box 183
Glenmont, NY 12077

Ph 518 767-0090
Cell 518 365-2787
FRUEHBROS.COM

Proposal

TO: Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

Date: 5/28/24

C/O Fred C, Mastroianni, PE
Town Consultant Engineer
Justin Petersen 518 393-1131

RE: Selective Asbestos Abatement
49 Rice Rd
Rotterdam, NY

From: Michael Frueh

Scope of Work:

We hereby submit specifications and estimates for (selective) asbestos abatement. David Frueh Contracting LLC will provide all supervision, labor, materials, and equipment for the removal and disposal of the asbestos containing materials listed below:

Quote includes:

49 Rice Rd Rotterdam, Pumping Station

Asbestos Abatement: --Approx: 250 LF Assumed Asbestos containing Pipe wrap insulation (basement)

*Quote assumes Negative Pressure can be established in existing layout.

Quote does NOT include:

1— Inspections, site variance, permits, and air monitoring, NYS notification (fee exempt).
2— Any new construction, re-insulation, and/or repair.
3—Electric & Water availability.

* Price assumes free & clear access to (unoccupied) work area inside and rear/side (parking lot) for dumpster, decontamination trailer.

* Price assumes abatement of materials to be completed in one mobilization, and the allowance of contractor to work(visit) second shift and/or weekends as necessary to complete work.

* Price is for the removal of the asbestos quantities listed above. Any other asbestos containing materials not mentioned/ inaccessible, are not included in this scope.

*Owner to provide water and electric access.

* All moveable objects to be removed from the work area by others prior to mobilization.

David Frueh Contracting LLC (DFC)
PO Box 183
Glenmont, NY 12077

Ph 518 767-0090
Cell 518 365-2787
FRUEHBROS.COM

Proposal

TO: Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

Date: 5/28/24

C/O Fred C, Mastroianni, PE
Town Consultant Engineer

RE: Selective Asbestos Abatement
1214 Main St
Rotterdam Junction, NY

From: Michael Frueh

Scope of Work:

We hereby submit specifications and estimates for (selective) asbestos abatement. David Frueh Contracting LLC will provide all supervision, labor, materials, and equipment for the removal and disposal of the asbestos containing materials listed below:

Quote includes:

1214 Main St Rotterdam Junction Pump House 1 & 2

Asbestos Abatement –Approx 225 SF Transite (interior Fl1, one room)

--Approx 225 SF Transite (interior Fl 1, one room)

- HVAC Unit to be removed prior to mobilization by others.

Quote does NOT include:

1— Inspections, site variance, permits, and air monitoring, NYS notification (fee exempt).
2— Any new construction, re-insulation, and/or repair.
3—Electric & Water availability.

* Price assumes free & clear access to (unoccupied) work area inside and rear/side (parking lot) for dumpster, decontamination trailer. Any removable objects/ items in work area to be removed by others or in separate contract.

* Price assumes abatement of materials to be completed in one mobilization, and the allowance of contractor to work(visit) second shift and/or weekends as necessary to complete work.

* Price is for the removal of the asbestos quantities listed above. Any other asbestos containing materials not mentioned/ inaccessible, are not included in this scope.

*owner to provide water and electric access.

* All moveable objects to be removed from the work area by others prior to mobilization.

David Frueh Contracting LLC holds the following qualifications:
----Employees are trained and certified per NYS/OSHA/EPA.
----Holds proper Workers Compensation, Disability, and General Liability insurance.

We propose to furnish labor and materials for the above specifications for the sum of:
$ 10,800.00 Ten-Thousand, Eight Hundred Dollars.

Payment to be made as follows: ¼ of contract value on acceptance or as agreed. Balance on substantial completion. The client will make payment to David Frueh Contracting LLC for the work performed in this contract within 30 days of job completion with no retainage. All invoices unpaid after 10 days will incur interest charges at 1.5% per month, plus attorney's fee's if used for collection.
Note: This proposal may be withdrawn by David Frueh Contracting LLC if not accepted in 10 days.

Authorized Signature:__Michael Frueh___. Michael Frueh

Acceptance of proposal. The above prices, specifications are satisfactory and hereby authorize David Frueh Contracting LLC to do the work as specified. Payment to be made as outlined above. Date of Acceptance:_____ Signature:_____

David Frueh Contracting LLC holds the following qualifications:
----Employees are trained and certified per NYS/OSHA/EPA.
----Holds proper Workers Compensation, Disability, and General Liability insurance.

We propose to furnish labor and materials for the above specifications for the sum of:
$ 20,840.00 Twenty Thousand, Eight Hundred Forty Dollars

Alt # 1: Add $ 3,500 to the above quote for the asbestos abatement of approx 100 ft Assumed Asbestos containing Pipe wrap insulation in adjacent crawl space.

Payment to be made as follows: ¼ of contract value on acceptance. Balance on substantial completion. The client will make payment to David Frueh Contracting LLC for the work performed in this contract within 30 days of job completion with no retainage. All invoices unpaid after 10 days will incur interest charges at 1.5% per month, plus attorney's fee's if used for collection.
Note: This proposal may be withdrawn by David Frueh Contracting LLC if not accepted in 10 days.

Authorized Signature:__Michael Frueh___. Michael Frueh

Acceptance of proposal. The above prices, specifications are satisfactory and hereby authorize David Frueh Contracting LLC to do the work as specified. Payment to be made as outlined above. Date of Acceptance:_____ Signature:_____

ORION
Demolition & Environmental Services, LLC

8D Petra Lane
Albany, NY 12205
(518) 250-5658
(518) 252-3973 (eFax)
www.oriondes.com

May 16, 2024

Mr. Fred Mastroianni, PE
Town Consultant Engineer
1100 Sunrise Blvd.
Rotterdam, NY 12306

Project: **49 Rice Road – Rotterdam, NY**
Orion DES Quote #2024-053

Mr. Mastroianni:

Orion Demolition & Environmental Services, LLC is pleased to provide the following lump sum proposal for the abatement services required at the above-referenced project. The following Scope of Work was developed during our site visit and in accordance with the specifications provided by the owner.

This proposal is intended to be utilized by the owner for evaluating feasibility and costs associated with the downsizing, sale or redevelopment of the site and as an offer to perform the work.

Scope of Work:

- Notification and posting of Asbestos Abatement Project per NYSDOL project requirements.
- Mobilization of labor, equipment, materials and supervision to and from site including required decontamination units.
- Prep and abatement of approximately 200 LF of asbestos-containing pipe insulation from the Control Building crawlspace only from the above-referenced location only. Assumes SSV prepared and submitted by others for the ability to exhaust negative air machines into an unoccupied space. Assumes a maximum single layer for all asbestos-containing materials scheduled for abatement. Excludes removal of any other asbestos containing materials that may be present throughout the structure.
- Removal and legal disposal of all asbestos-containing material to a certified landfill facility permitted to accept such material.
- Includes required project closeout documentation per NYSDOL requirements.
- Alternate SOW – Prep and abatement of an additional 80 LF of asbestos-containing pipe insulation from adjacent crawlspace under initial mobilization.

Exclusions:

- Hazardous or regulated material abatement or remediation other than identified asbestos including but not limited to lead, mold, PCB, refrigerants, mercury, UST, paints, solvents, etc.
- Disconnection, relocation, isolation, termination or protection of utility services.
- Third-party monitoring, consulting, testing, engineering or analytical services. Clearance air samples or inspections shall be provided by others with immediate turnaround time.
- Temporary power and water. Additional costs will apply if contractor is to provide.

Lump Sum Pricing – Schedule of Values:

SOW Item:	Lump Sum Pricing:
Mobilization & General Conditions	$2,500.00
Asbestos Abatement	$30,388.00
Waste Transportation & Disposal	$2,000.00
Project Totals:	**$34,888.00**
Alternate SOW – Asbestos Abatement	$11,700.00

Project Schedule:

- Orion DES anticipates approximately **SIX (6)** day(s) for safe and successful project completion from a start date mutually agreed upon by the contractor and owner.

Terms & Conditions:

- Municipal building permits, if required, shall be obtained and paid for direct by the owner.
- Temporary restroom facilities and wash station to be provide by others. An additional charge of $350 per unit per month will apply if contractor is to provide.
- The terms of this quotation shall be incorporated into and made part of any future contractual agreement between both parties.
- Owner to provide Tax Exempt or Capital Improvement Certification otherwise applicable sales tax may apply.
- Insurance furnished to the limits and coverages shown on the attached sample COI.
- Net 30 payment terms apply; no percentage of payment shall be retained for any length of time. Any balances over 30 days will be charged interest at a rate of 2.5% per month.
- Quote is based on current landfill, fuel, material, etc. cost at the time of estimate. Any increases after 30 days will apply on a cost-plus basis. *Quote valid for 30 days from proposal date.*
- All work will be completed in an open shop environment during normal business hours, Monday-Friday, unless otherwise stated. *Includes applicable state prevailing wage rates.*
- All work to be completed under a single project mobilization unless otherwise stated. Each additional mobilization, if required, will be billed at a minimum value of $2,500.

Please feel free to call or email with any questions regarding this proposal.

Sincerely,
ORION DEMOLITION & ENVIRONMENTAL SERVICES, LLC

Anthony Carleo

Anthony Carleo
Vice President of Operations
acarleo@oriondes.com
(518) 774-5643

RESOLUTION NO. 342.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KOESTER FOR WEST CAMPBELL PUMP STATION REPAIRS

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 Town Supervisor to negotiate and execute an agreement with Koester, located at 3101 Seneca Turnpike, Canastota, New York 13032, for emergency repairs at the West Campbell Pump Station, in the total amount not to exceed twenty-three thousand six hundred fifty-seven and 97/100 ($23,657.97) dollars.

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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:	September 3, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Sr. Building Inspector JK
TITLE OF REQUEST:	W. Campbell Road Pump Station Repair
TOWN BOARD MEETING:	September 11, 2024
Background Information:	Koester is the sole provider for the parts to repair the W. Campbell Pump Station.
Evaluation/Analysis:	The Pump Station on W. Campbell Road (Via Port Mall) is down to one pump and is in need of immediate repairs to function properly.
Recommendation(s):	Authorize the repair of the W. Campbell Pump Station by Koester in the amount of $23,657.97.
Attachment/Document(s):	Quotes from Koester, Beliveau Mechanical and William M. Larned & Sons
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A

LEGISLATION WILL BE PREPARED BY:

KOESTER®

QUOTATION		
DATE	NUMBER	PAGE
8/27/2024	0003115	1 of 2

BILL TO
TOR004
TOWN OF ROTTERDAM
1100 SUNRISE BLVD
ROTTERDAM, NY 12306
US

SHIP TO
TOWN OF ROTTERDAM
26 W CAMPBELL RD
SCHENECTADY, NY 12306
US

Accepted By:_____
Company:_____
Date:_____
PO#:_____
Ship To:_____

ATTENTION:
ALLEN ALDI
518-365-7344 AALDI@ROTTERDAMNY.ORG

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
	EMERGENCY REPAIR, PS FLOOR & PIPING	CAS/EKS	

QTY	PART	DESCRIPTION
1.00	PARTS	SCOPE OF SUPPLY: (1) CW IMPELLER 590 GPM @ 135 TDH (1) VOLUTE (1) B-SHAFT, 1-7/8" SINGLE MECHANICAL SEAL KIT (1) BRONZE SEAL HOUSING GASKET (1) BRONZE SEAL HOUSING O-RING (1) NYLOCK IMPELLER BOLTS (1) IMPELLER WASHER (1) IMPELLER LOCKING WASHER (1) VOLUTE GASKET (1) KEYSTOCK, MOTOR SHAFT KEY (1) BRONZE SEAL HOUSING BOLTS (1) BRONZE SEAL HOUSING - B-SHAFT (20) FT 6" SCH 80 PVC (1) 6" FLANGE (1) 6" FLANGE PACK
1.00	SERVICE	SCOPE OF SERVICE: - REMOVE ROTATING ASSEMBLY, VOLUTE AND IMPELLER - CUT OUT EXISTING FLOOR SECTION - WELD IN NEW SPOOL PIECE AND FLOOR SECTION - REPLACE SUCTION LINE - INSTALL ROTATING ASSEMBLY WITH NEW SEAL, VOLUTE AND IMPELLER - START UP AND TEST NOTE: CUSTOMER RESPONSIBLE FOR FLOW CONTROL
1.00	KA1247	SHIPPING & HANDLING SHIPPING IS AN ESTIMATED AMOUNT. THE CUSTOMER WILL BE INVOICED FOR ACTUAL SHIPPING CHARGES INCURRED FROM MFG.

KOESTER®

QUOTATION		
DATE	NUMBER	PAGE
8/27/2024	0003115	2 of 2

QTY	DESCRIPTION

THANK YOU FOR THE OPPORTUNITY TO QUOTE.
ALL SERVICES PERFORMED BY CONFINED SPACE
TRAINED, OSHA CERTIFIED TECHNICIANS.
IF YOU WISH TO PROCEED WITH THIS PROPOSAL, PLEASE
SIGN & RETURN TO SERVICE@KOESTERASSOCIATES.COM.
IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO
CONTACT ERIC KOESTER (315)395-5804
CHRIS SIDDALL
FIELD SERVICE TECHNICIAN

This quote is subject to and incorporates by reference Koester Associates ("Koester") Terms & Conditions and Customer Warranty available at www.https://koesterassociates.com which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Koester's website.

QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% PROCESSING FEE

TOTAL: $23,657.97

3101 Seneca Turnpike Canastota, NY 13032 - Phone: 315-697-3800 - Fax: 315-697-3888

www.koesterassociates.com

4 Sand Creek Rd, Albany, NY 12205 * 518-915-1154

Attn: Alan Aldi Phone: 518-365-7344 Email: Aaldi@rotterdamny.org Company: Rotterdam Waste Water Treatment Plant Address: 26 West Campbell Rd, Schenectady, NY 12306	Date: Aug 30, 2024 Re: Emergency Pump Station Repair File Number: 5129 Property: Waste Water treatment plant Address: 26 West Campbell Rd, Schenectady, NY 12306

As requested, we are pleased to offer our Mechanical proposal for the above referenced project as follows:

BID BASIS
This proposal is based on the following documentation and as indicated in the scope of work below.

SPECIFIC INCLUSIONS

Remove rotating assembly, Volute and impeller, cut out Existing floor section. Weld new spool and floor section in place & replace suction line. Install rotating assembly with new seal, install volute and impeller. Perform start up and test to ensure proper operation.

Materials
1- volute
1- volute gasket
1-CW Impeller 590 GPM - 135TDH
1-b shaft 1-7/8" single mechanical seal kit
1- bronze seal housing gasket
1- bronze seal housing o-ring
1-bronze seal housing bolts
1- Bronze seal housing b shaft
1- Nylock impeller bolt kit
1- Impeller lock washer
1- keystock motor shaft key
1-6" flange
1-6" flange pack
20ft schedule 80 pvc pipe

QUALIFICATIONS

1. Our offer is firm for 30 thirty days from the date listed above.
2. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
3. Unless noted in the specific inclusions, our work will be performed during our normal working hours and workweek.

SPECIFIC EXCLUSIONS

This proposal is based on the following documentation and as indicated in the scope of work below.

Quoted price	$34,592.55
Tax Amount	$0.00
Total	$34,592.55

Total Proposal as Outlined Above..... $34,592.55

Our goal is to provide quality work and competitive pricing. We will accomplish this by performing efficiently, timely, safely and to your complete and total satisfaction. Thank you for allowing us to proceed by authorizing the work in the space provided below.

Sincerely,
Gary Waters
Service Manager

ACCEPTANCE OF PROPOSAL

This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.

WILLIAM M. LARNED & SONS, INC.

544 BURDECK STREET
SCHENECTADY, NEW YORK 12306
PHONE # (518) 374-6961
FAX # (518) 374-4798

Excavating *Sand & Gravel*

August 30, 2024

Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

RE: Emergency Repair of Pump Station on West Campbell Road

Attn. Alan Aldi:

Willaim Larned and Sons proposes the following for the emergency repair to the pump station on West Campbell Road.

- Overnight all parts to repair pump
- Rebuild bottom of pump with all necessary parts
- Supply 6" SCH 80 PVC, Flange and Flange pack
- Cut out and install new floor section
- Start up and test after work is completed

Town of Rotterdam is responsible for controlling all flow and cleaning station before any work is started.

ALL OF THE ABOVE FOR THE PRICE OF: $33,500.00

Prevailing wages are included in pricing

Thank you for the opportunity to quote this project and if there are any questions, please feel free to contact me.

Sincerely,
Josh Plue

RESOLUTION NO. 343.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON ±15.17 ACRES OF A ±65.8-ACRE PARCEL FROM MULTI-FAMILY RESIDENTIAL (R-3) TO GENERAL BUSINESS (B-2) LOCATED AT 676 MARIAVILLE ROAD AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on ±15.17 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to General Business (B-2) to facilitate the potential construction of flex warehouse space: two (2) ±12,000 square foot, five (5) ±10,000 square foot and two (2) ±7,500 square foot buildings on ±16.19 acres of a ±65.8 acre parcel located at 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5; 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 recognizes the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±15.17 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to General Business (B-2) to facilitate the potential construction of flex warehouse space: two (2) ±12,000 square foot, five (5) ±10,000 square foot and two (2) ±7,500 square foot buildings on ±16.19 acres of a ±65.8 acre parcel located at 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5.

SECTION 2. The Town Board hereby refers this Introductory Local Law No. ____ of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

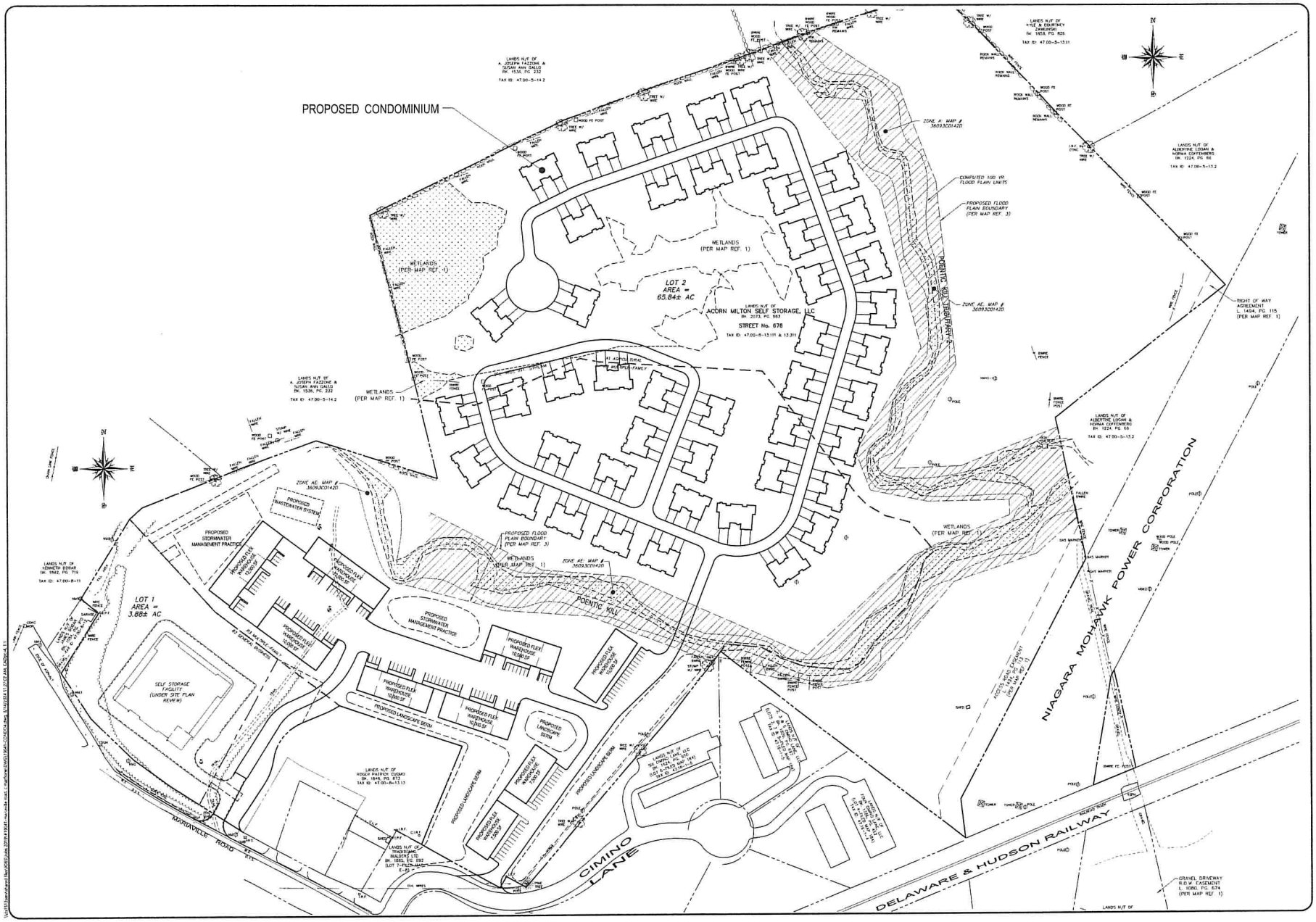
NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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:	September 5, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner
TITLE OF REQUEST:	Refer to Planning Commission for Report and Recommendation for Change of Zone from Multi-Family Residential (R-3) to General Business (B-2).
TOWN BOARD MEETING:	September 11, 2024
Background Information:	The BDC Group (Owner) c/o Advanced Engineering & Surveying PLLC Nicholas Costa 11 Herbert Drive Latham, NY 12110 Change of Zone request on ±16.19 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to General Business (B-2) to facilitate the potential construction of flex warehouse space: two (2) ±12,000 square foot, five (5) ±10,000 square foot and two (2) ±7,500 square foot buildings on ±16.19 acres of a ±65.8 acre parcel. Property is known as 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5.
Evaluation/Analysis:	Rotterdam Town Code 270-174 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing.
Recommendation(s):	Refer to Planning Commission for Report and Recommendation.
Attachment/Document(s):	Application Materials
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYS Town Law Article 16 Proposed Local Law of the Year 2024
LEGISLATION WILL BE PREPARED BY:	Supervisors Office



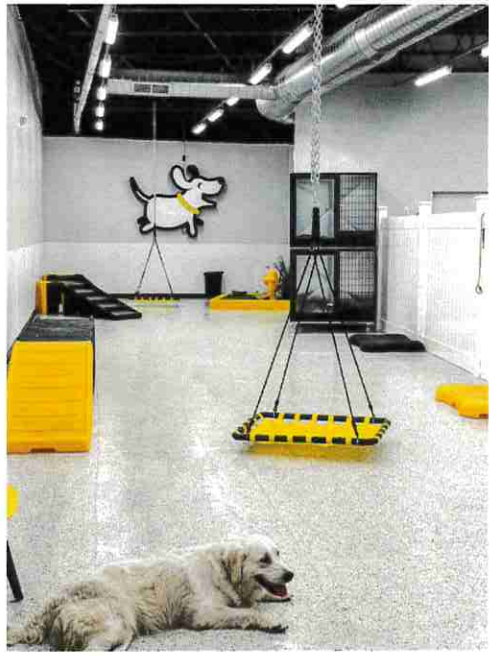
NO.	REVISION	BY	APPD.	DATE
1)				

Design of:
ADVANCE ENGINEERING & SURVEYING, PLLC
CONSULTING IN -
CIVIL & ENVIRONMENTAL ENGINEERING
LAND SURVEYING & DEVELOPMENT
COMMERCIAL AND RESIDENTIAL
11 HERBERT DRIVE, LATHAM, N.Y. 12110
PHONE: (518) 608-3772 E-MAIL: MDB1MX@gmail.com

NICHOLAS COSTA, P.E.

OVERALL CONCEPT SITE PLAN
PROPOSED CONDOMINIUMS
MARIAVILLE ROAD
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY STATE OF NEW YORK
DATE: JUNE 11, 2024 SCALE: 1" = 100'

SHEET NO.
CNCPT
1 OF 1 19041-COND04



The BDC Group

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: R3 Multiple Family District

Proposed Zone Classification: B-2 General Business District

PART II
GENERAL INFORMATION

Legal Owner's Name: The BDC Group
Mailing Address: 11 Herbert Drive
City: Latham 47.-8-13.5 State: NY Zip: 12110
Daytime Phone: 914 424 0359 E-mail: cmarfione@thebdcgroup.com

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Nicholas Costa-Advance Engineering & Surveying, PLLC

Mailing Address: 11 Herbert Drive
City: Latham State: NY Zip: 12110
Daytime Phone: 518 698 3772 E-mail: ncostape@gmail.com
Project/Proposal Site Area: (Acres or sq. ft.) 65.8+/- Acres (16.19+/- Ac. to be rezoned)
Assessor Tax Parcel No.(s) of Site: 47.-8-13.5
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) 3.88+/- Ac.

Street Address of Proposed Site (if any): 676 Mariaville Road

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

Existing parcel is vacant. The adjacent parcel (3.88+/- Ac.) was subdivided by the applciant and is developed with a 3-story Climate Control building. Access and circulation drive to support the new building have also been constructed.

School District: Schalmont

Fire District: Fire District 6

Water Supply: CW 500

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)

The parcel is located on the north side of Mariaville Road with an address of 676 Mariaville Road. It also has frontage along Cimino Lane which is locared just to the east of the subject parcel. The NYS Thruway is located just to the West of the site of the subject parcel.

Name of Public Road(s) Providing Access: Mariaville Road (NYS Route) & Cimino Lane

Width of Property Fronting on the Existing Public Road in Linear Feet: 541+/-

Does the Proposal Have Access to an Arterial or Planned Arterial? (X) Yes ( ) No

Name(s) of Arterial Road(s): Mariaville Road

A legal description of the proposed site must be attached: (X) Yes ( ) No

A copy of the assessor's map of the proposed site must be attached: (X) Yes ( ) No

A copy of the most current deed(s) of the proposed site must be attached: (X) Yes ( ) No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? N.A.

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

The Mariaville Road corridor in this section is developed with a mix use of Commercial, Industrial & Residential development and this area is very convenient for traveling to multiple locations. This parcel is located on this corridor and the construction of Flex-Space Buildings may attract potential tenants that want to locate where access is facilitated.

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

UTILITIES

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

Proposed Means of Sewage Disposal:
( ) Public Sewer ( ) Dry Sewer ( ) Community System (X) Septic Tank & Leachfield ( ) Other, please describe _____

PART III

****
SURVEYOR/ARCHITECT/ENGINEER VERIFICATION
****

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

Signed: _____ Date: Aug. 14, 2024
Address: 11 Herbert Drive Phone: 518 698 3772
Latham, NY Zip: 12110

STATE OF NEW YORK NICHOLAS COSTA LICENSED PROFESSIONAL ENGINEER

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

****

LEGAL OWNER SIGNATURE

****

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

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

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

Name: Cosmo Marfione
Address: 11 Herbert Drive
Latham, NY

Date:
Phone: 914 424 0359
Zip: 12110

Cosmo Marfione
Signature of applicant or representative

Date

NOTARY

47.-8-13.5

STATE OF NEW YORK) ss:
COUNTY OF Saratoga)

SUBSCRIBED AND SWORN to before me this 7 day of August, 2024

NOTARY SEAL

Erin Daly
Notary Signature

Notary Public in and for the State of New York
Residing at: NY, NY
My appointment expires: 01-28-2027

ERIN DALY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DA6386531
Qualified in Westchester County
My Commission Expires 01-28-2023 2027

PLEASE AFFIX NOTARY SEAL HERE

TOWN OF ROTTERDAM

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

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

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

I, Cosmo Marfione, being duly sworn declare that I am the

(PROPERTY OWNER)

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

Tax Parcel Number(s): 47.-8.13.5

I hereby grant Nicholas Costa-Advance Engineering & Surveying, PLLC and/or their agent(s) to act on my behalf.

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

Signature (Authorized Representative): Cosmo S. Marfione

Date: 8/11/2024

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Westchester)
SUBSCRIBED AND SWORN to before me this 11 day of August, 2024

NOTARY SEAL

ERIN DALY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DA6386531
Qualified in Westchester County
My Commission Expires 01-28-~~2023~~ 2027

Notary Signature

Notary Public in and for the State of New York
Residing at: NY NY
My appointment expires: 1-28-2027

Advance Engineering & Surveying, PLLC

Consulting in: Civil & Environmental Engineering • Land Surveying • Land Development
11 Herbert Drive Phone: (518) 698-3772
Latham, N.Y. 12110 Email:ncostape@gmail.com

Nicholas Costa, PE

DESCRIPTION FOR PROPOSED LOT 3

676 MARIAVILLE ROAD

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Rotterdam, County of Schenectady, and State of New York, being a portion of Lot No. 2, as shown on a map entitled "676 Mariaville Road Subdivision, LTD., Street No. 676 Mariaville Road, Tax Id's: 47.00-8-13.111 & 13.311, Town of Rotterdam, County of Schenectady, New York", prepared by Advance Engineering & Surveying PLLC, dated August 31, 2020, last revised October 29, 2021 and filed in the Schenectady County Clerk's Office on December 20, 2021 as Map P – 167 and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the division line the lands, now or formerly, owned by Stack N Stor Rotterdam LLC, as described in liber 2074 page 442, also being Lot No. 1 as shown on aforesaid filed subdivision map, on the west, and the lands, now or formerly, owned by Acorn Milton Self Storage, LLC, as described in liber 2073 page 683, also being Lot No. 2 as shown on aforesaid filed subdivision map, on the east, with the northerly boundary of Mariaville Road. Thence, from said point of beginning and along said division line on a bearing of N 28°16'23" E, a distance of 379.58 feet, to a point. Said point being the northeasterly corner of the aforesaid Lot No. 1. Thence, on a bearing of N 52°32'19" W, a distance of 178.40 feet, to a point. Thence, on a bearing of N 42°16'53" W, a distance of 288.25 feet , to the point of intersection of said division line with the easterly boundary of the lands, now or formerly, owned by Kenneth Bobar, as described in liber 1892 page 719. Said point of intersection also being the northwesterly corner of the aforesaid Lot No. 1. Thence, along said division line of Bobar, on the west and the herein described parcel, on the east, on a bearing of N 47°08'26" E, a distance of 38.38 feet, to a point. Thence, on a bearing of N 68°18'00" E, a distance of 254.16 feet to the point of intersection of the lands of Bobar, on the southwest, and the lands, now or formerly, owned by A. Joseph Fazzone and Susan Ann Gallo, as described in liber 1536 page 232, on the northeast, with the northwesterly boundary of the herein described parcel. Thence, along the boundary of the lands of Fazzone and Gallo, on a bearing of N 69°57'59" E, a distance of 171.41 feet, to a point. Thence, on a bearing of S 72°27'01" E, a distance of 289.78 feet, to a point. Thence, through the lands of Acorn Milton Self Storage, LLC, on a bearing of S 58°11'24" E, a distance of 759.97 feet, to a point being the northwesterly corner of a subdivision entitled "Subdivision of Lands of Frank Santoro, Cimino Lane, Final Subdivision Plan", made by Environmental Design Partnership, dated February 14, 1984 and filed in the Schenectady County Clerk's Office on August 20, 1984 in Drawer 64, Map 184. Said point also being the intersection of the northeasterly corner of the herein described parcel with the northwesterly corner of Lot No. 5 Cimino Lane, as described in liber 1820 page 697 and the northerly corner of Lot No. 6 Cimino Lane, as described in liber 1624 page 950. Thence, along the westerly division line of Lot No. 6, Cimino Lane, on a bearing of S 37°29'25" W, a distance of 188.04 feet, to a point. Thence, S 40°24'53" W, a distance of 514.02 feet to the point of intersection of Lot No. 6, Cimino Lane with the northeasterly corner of Lot No. 7, Cimino Lane, also being the

northerly boundary of Cimino Lane, as described in liber 1685 page 892, and also being shown on the previously mentioned filed Map #184. Thence, along the northerly boundary of Cimino Lane, on a bearing of N 60°33'00 W, a distance of 6.40 feet. Thence, continuing along the northerly boundary of Cimino Lane, on a bearing of S 78°19'30" W, a distance of 2.37 feet to a point. Thence, continuing along the northerly boundary of Cimino Lane on a curve to the right, having a radius of 190,00 feet, an arc length of 51.97 feet, a chord bearing of S 86°09'40 W, and a chord distance of 51.81 feet to a point of a compound curve. Thence, continuing along the northerly boundary of Cimino Lane on a curve to the right, having a radius of 106.85 feet, an arc length of 47.26 feet, a chord bearing of N 73°20'00" W and a chord distance of 46.87 feet. Thence continuing along the northerly boundary of Cimino Lane on a bearing of N 60°39'40" W, a distance of 47.25 feet. Thence, continuing along the northerly and westerly boundary of Cimino Lane, on a curve to the left, having a radius of 130.00 feet, an arc length of 207.92 feet, a chord bearing of S 73°31'10" W and a chord length of 186.46 feet. Thence, continuing along the westerly boundary of Cimino Lane, on a bearing of S 27°42'00" W, a distance of 17.13 feet, to the point of intersection of the westerly boundary of Cimino Lane with the northerly boundary of Mariaville Road. Thence, along the northerly boundary of Mariaville Road, on a bearing of N 60°16'26" W, a distance of 51.01 feet to the point of intersection of the division line of Lot 7, Cimino Lane, on the east and the lands, now or formerly owned by Roger Patrick Cuomo, as described in Liber 1846, Page 673, on the west, with the northerly boundary of Mariaville Road. Thence, along said division line on a bearing of N 30°31'32" E, a distance of 161.34 feet. Thence, along the division line of Lot 7, Cimino Lane, on the south, and the lands of Cuomo, on the north, on a bearing of S 60°33'00" E, a distance of 65.00 feet to the point of intersection of said division line with the division line of Cuomo, on the west, and the herein described parcel on the east. Thence, along said division line, on a bearing of N 22°38'50" E, a distance of 243.79 feet, to a point. Said point being the northeast corner of the lands of Cuomo. Thence, along the division line of the lands of Cuomo, on the south, and the herein described parcel on the north, on a bearing of N 71°12'20" W, a distance of 295.00 feet, to a point. Thence. on a curve to the right, having a radius of 250.00 feet, an arc length of 41.74 feet, a chord bearing S 62°55'20" W and a chord length of 41.69 feet, to a point. Thence, on a bearing of S 67°42'10" W, a distance of 52.31 feet, to a point. Thence, on a curve to the left, having a radius of 107.00 feet, an arc length of 110.90 feet, a chord bearing S 38°00'40" W and a chord length of 106.00 feet, to a point. Thence, on a curve to the right, having a radius of 143.00 feet, an arc length of 61.47 feet, a chord bearing S 20° 38'10" W and a chord length of 61.00 feet, to a point. Thence, on a bearing of S 32°57'00" W, a distance of 100.00 feet, to a point. Thence, on a curve to the left, having a radius 20.00 feet, an arc length of 31.42 feet, a chord bearing S 12°03'00" E and a chord length of 28.28 feet, to a point on the northerly boundary of Mariaville Road. Thence, along the northerly boundary of Mariaville Road, on a bearing of N 57°02'58" W, a distance of 118.74 feet, to the place or point of beginning, containing 16.19 acres of land, being more or less.

Being a portion the same premises conveyed to Acorn Milton Self Storage, LLC by Traditional Builders, LTD., by a deed dated December 3, 2021 and filed in the Schenectady County Clerk's Office on December 14, 2021 in liber 2073 page 683.

Subject to all exceptions, reservations, rights-of-ways, easements, covenants, restrictions and rights of record.

RESOLUTION NO. 344.24

TO DECLARE LEAD AGENCY FOR SEQR REVIEW ON A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) TO RETAIL BUSINESS (B-1) LOCATED AT ARLENE STREET

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 declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) on a Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) to create up to an additional 46 parking spaces on a portion of ±0.47-acre parcel for a restaurant at 2780 Hamburg Street, located at Arlene Street (Tax Map No. 59.15-1-10.11).

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6 NYCRR Part 617 SEQR (State Environmental Quality Review).

SECTION 3. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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:	August 28, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Declare Lead Agency for Change of Zone from Single Family Residential (R-1) to Retail Business (B-1).
TOWN BOARD MEETING:	September 11, 2024
Background Information:	Titan Valley Development, Inc. Joe Citone 3 Laureldale Terrace Loudonville, NY 12211 Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) on a portion of a ±0.47-acre parcel to create up to an additional 46 parking spaces a for restaurant located at 2780 Hamburg Street. The property is known as Arlene Street (Tax Map No. 59.15-1-10.11).
Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Unlisted Action and will require environmental review prior to the Town Board making a decision on the request.
Recommendation(s):	Town Board should Declare Lead Agency, conduct a coordinated SEQR review and authorize the Senior Planner to distribute all documents in accordance with SEQR.
Attachment/Document(s):	SEQR Short EAF
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	6NYCRR Part 617 State Environmental Quality Review
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:

Arlene Street Extra Parking

Project Location (describe, and attach a location map):

Arlene Street

Brief Description of Proposed Action:

Site improvements to a vacant parcel to include 46 paved parking spaces connection to adjacent parcel for additional restaurant parking. Also included is the rezone the rear portion of the property to Retail Business (B-1) Zone.

Name of Applicant or Sponsor:	Telephone: 518-788-3113
Titan Valley Development Inc.	E-Mail: titanvalleydev@gmail.com

Address:

3 Lauderdale Terrace

City/PO:	State:	Zip Code:
Loudonville	NY	12211

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Rotterdam Site Plan Approval	☐	☑

3. a. Total acreage of the site of the proposed action? 0.47 acres
   b. Total acreage to be physically disturbed? 0.4 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.07 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____ a parking lot will not require potable water _____	☑	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____ a parking lot will not require wastewater utilities _____	☑	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☑	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☑
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe: storm sewer within Arlene Street		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

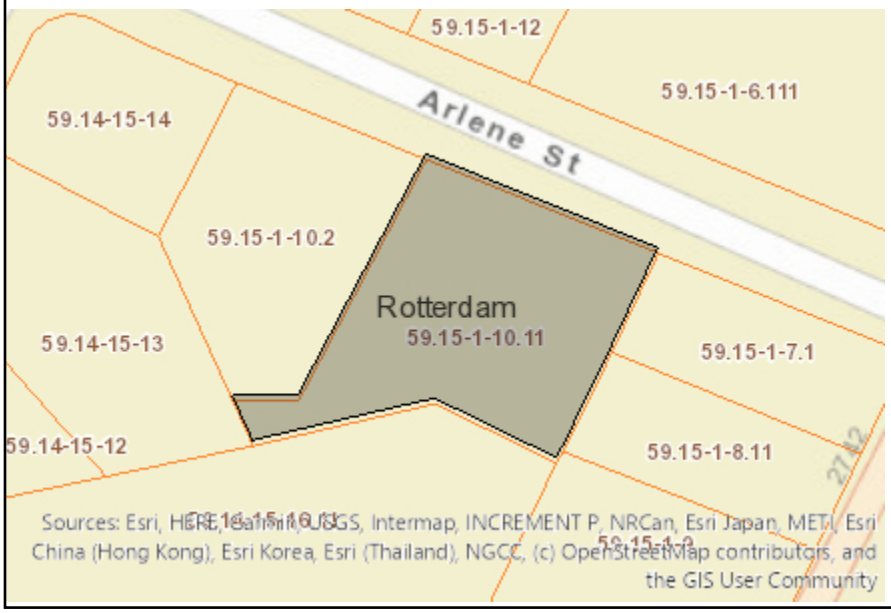
Applicant/sponsor/name: Daniel R. Hershberg, PE & LS, for the applicant Date: 7/17/2024

Signature: _____ Title: Managing partner

PRINT FORM

EAF Mapper Summary Report

Wednesday, July 17, 2024 1:07 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.

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

RESOLUTION NO. 345.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) TO RETAIL BUSINESS (B-1) LOCATED AT ARLENE STREET

WHEREAS, the Town Board passed Resolution No. 311.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the town code, relating to a Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) located at Arlene Street; and

WHEREAS, the Planning Commission, on August 20, 2024 issued a positive recommendation on the change of zone requested by the applicant.; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on September 11, 2024; 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 Town Clerk 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 25th day of September, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) to create up to an additional 46 parking spaces on a portion of ±0.47-acre parcel for a restaurant located at 2780 Hamburg Street. The property is known as Arlene Street (Tax Map No. 59.15-1-10.11).

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: September 11, 2024
Daily Gazette: Please publish once on September 13, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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:	August 28, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner
TITLE OF REQUEST:	Call for Public Hearing for Change of Zone from Single Family Residential (R-1) to Retail Business (B-1)
TOWN BOARD MEETING:	September 11, 2024
Background Information:	Titan Valley Development, Inc. Joe Citone 3 Laureldale Terrace Loudonville, NY 12211 Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) on a portion of a ±0.47-acre parcel to create up to an additional 46 parking spaces a for restaurant located at 2780 Hamburg Street. The property is known as Arlene Street (Tax Map No. 59.15-1-10.11).
Evaluation/Analysis:	Project was referred to the Planning Commission on August 14, 2024 for a Report and Recommendation. Planning Commission issued a positive recommendation at the August 20, 2024 meeting
Recommendation(s):	Town Board should call for a Public Hearing to be held on September 25, 2024.
Attachment/Document(s):	Application Materials
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYS Town Law Article 16 Proposed Local Law of the Year 2024
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

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

Application Fee **$650**

Existing Zone Classification: R-1 ONE FAMILY RESIDENTIAL & B-1 GENERAL BUSINESS

Proposed Zone Classification: Retail Business (B-1)

PART II
GENERAL INFORMATION

Legal Owner's Name: Titan Valley Development Inc.
Mailing Address: 3 Laureldale Terrace
City: Loudonville State: NY Zip: 12211
Daytime Phone: 518-788-3113 Fax

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

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

Mailing Address: 18 Locust Street
City: Albany State: NY Zip: 12203`
Daytime Phone: 518-459-3096 Fax 518-459-5683

Project/Proposal Site Area: (Acres or sq. ft.) 0.47 Acres
Assessor Tax Parcel No.(s) of Site: 59.15-1-10.11

Adjacent Parcels Owned or Controlled: (Acres or sq. ft.) 1.6
Assessor Tax Parcel No.(s) of Adjacent Land Owned or Controlled:
59.14-15-16.11

Street Address of Proposed Site (if any): 2780 Hamburg Street

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

Vacant land adjacent to Commercial use restaurant and and 9-unit apartment

School District: Mohonasen

Fire District: Rotterdam F.D.3

Water Supply Rotterdam District 5

Proposed Use of Property:

( ) **A1** One-family dwelling
( ) **A2** Two-family dwelling
( ) **B1** Multiple Dwelling (permanent occupancy)
( ) **B2** Multiple Dwelling (transient occupancy)
( ) **B3** Multiple Dwelling (senior citizen housing)
( ) **B4** Multiple Dwelling (adult residential care facility)

(■) **C1** Business
( ) **C2** Mercantile
( ) **C3** Industrial
( ) **C4** Storage
( ) **C5** Assembly
( ) **C6** Institutional
( ) **C7** Miscellaneous

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)

South side of Arlene Street approximately 150' from Hamburg Street

Name of Public Road(s) Providing Access: Arlene Street

Width of Property Fronting on the Existing Public Road in Linear Feet: 139.60

Does the Proposal Have Access to an Arterial or Planned Arterial? ◯ Yes ◯ No

Name(s) of Arterial Road(s): access to I-890 via Curry Road and Hamburg Street

A legal description of the proposed site must be attached: ◯ Yes ◯ No

A copy of the assessor's map of the proposed site must be attached: ◯ Yes ◯ No

A copy of the most current deed(s) of the proposed site must be attached: ◯ Yes ◯ No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? N/A

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

The property has been vacant and is adjacent to a commercially with a restaurant and 9 unit apartments the owner wishes to expand the parking to compliment his buisness.

UTILITIES

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

Proposed Means of Sewage Disposal:
- ◉ Public Sewer
- ○ Septic Tank & Leachfield
- ○ Other, please describe _____

PART III

****

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

****

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

Signed: _____ Date: 7/25/2024

Address: 18 Locust Street, Albany NY Phone: 518-459-3096

Zip: 12203

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

267 September 11, 2024

****

LEGAL OWNER SIGNATURE

****

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

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

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

Name: _____ Date: _____
Address:_____ Phone: _____
_____ Zip: _____

_____ _____
Signature of applicant or representative Date

NOTARY

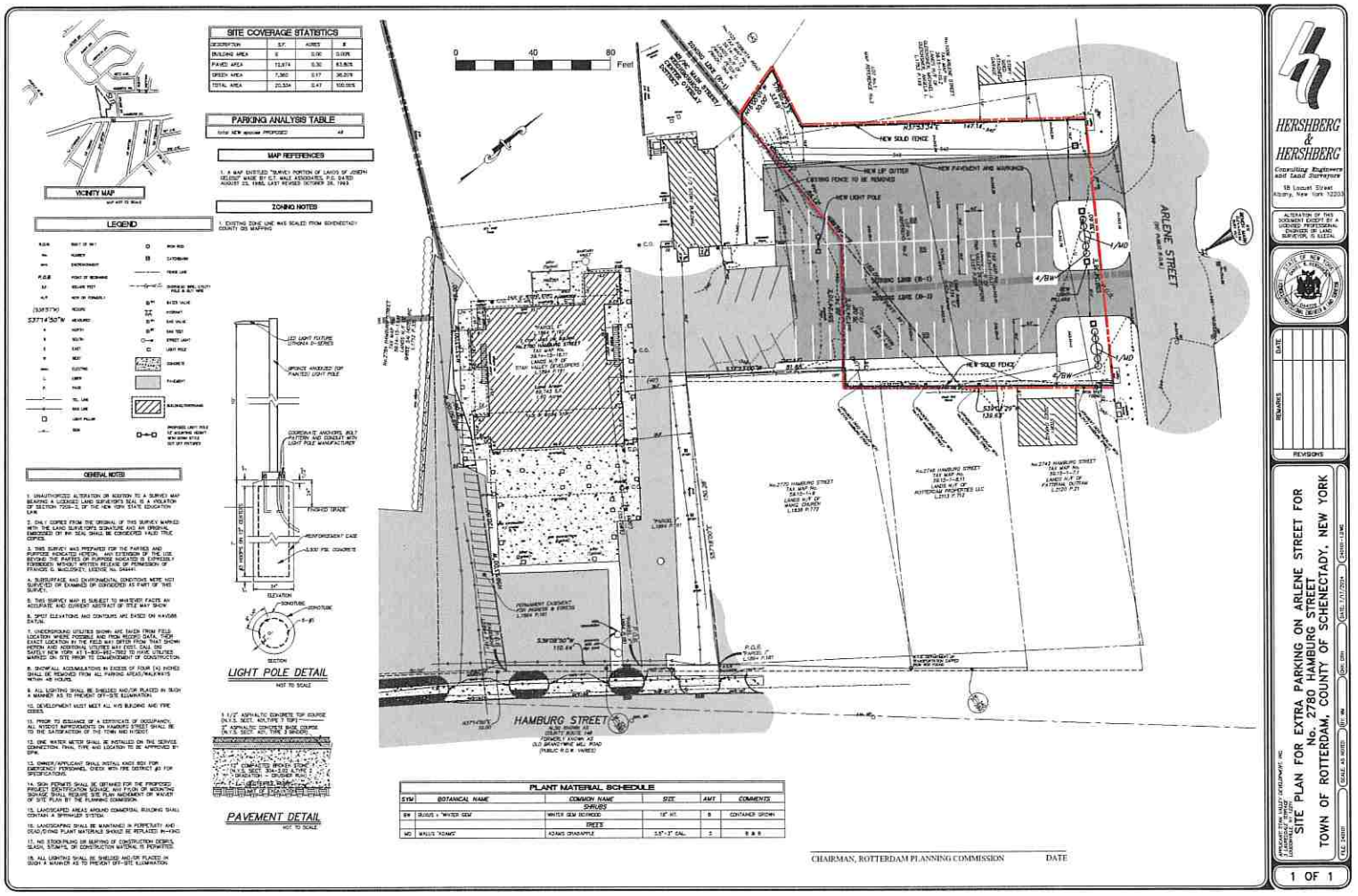
STATE OF NEW YORK) ss:
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2_ _ _

NOTARY SEAL _____
Notary Signature

Notary Public in and for the State of New York
Residing at: _____
My appointment expires: _____

PLEASE AFFIX NOTARY SEAL HERE


SITE COVERAGE STATISTICS
PARKING ANALYSIS TABLE
MAP REFERENCES
ZONING NOTES
LEGEND
GENERAL NOTES
VICINITY MAP
LIGHT POLE DETAIL
PAVEMENT DETAIL
PLANT MATERIAL SCHEDULE
HAMBURG STREET
ARLENE STREET
CHAIRMAN, ROTTERDAM PLANNING COMMISSION DATE
HERSHBERG & HERSHBERG
Consulting Engineers and Land Surveyors
18 Locust Street
Albany, New York 12203
REVISIONS
SITE PLAN FOR EXTRA PARKING ON ARLENE STREET FOR
No. 2780 HAMBURG STREET
TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY, NEW YORK
1 OF 1

3. **Titan Valley Development Inc. – Arelene Street. Report and Recommendation to the Town Board on a Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) on a portion of a ±0.47-acre parcel to create up to an additional 46 parking spaces for a restaurant located at 2780 Hamburg Street. Engineer: Hershberg and Hershberg.**

Ms. Scannell: Titan Valley Development on Arlene Street. You sat through it all.

And so, this is in front of us for a report and recommendation.

Mr. Citone: May I speak?

Ms. Scannell: You're on.

Mr. Citone: Great. Thank you. Good evening and thank you for taking the time to possibly allow me to use the parcel on Arlene Street across the street from Stewart's to convert that parcel into an additional parking lot or an overflow for the Old Joe's Pizza, which is now the Palazzo restaurant.

The overflow would hold an additional 45 to 47 more parking spots. The lot, the Palazzo currently has over 80 spots. And in these past two (2) months of our soft opening, maybe because we are new or maybe because we make good food, we have exceeded the parking capacity.

I made arrangements with next door, with Quality Inn, to utilize his side of the lot. And that worked out, it's working out really well. No issues. But with summer almost at an end, kids going back to school, and I haven't done any advertising other than Facebook. I think, I truly believe that the restaurant is here to stay and that the additional parking lot is needed.

Ms. Scannell: Well, if for some odd reason the restaurant doesn't work out, you could be a social media guru because I think on Saturday, I must have seen your face three (3) or four (4) different times.

Mr. Citone: Promoting the restaurant, promoting the food, promoting.

Ms. Scannell: It looks great. It looks wonderful. Congratulations.

We really are so happy that you are making this kind of investment in Rotterdam. And we look forward to your continued success.

Mr. Citone: Thank you.

Ms. Scannell: Mr. Collins?

Mr. Collins: No, I'm happy for you. And like you say, additional parking. And it's a great exit for Arlene Street because, I mean, there's some traffic there, but you can go up and get out either way. And congratulations on your success, I think, with this addition, because you plan on sometimes maybe doing little banquets and so forth, right?

Mr. Citone: Yes. We actually have conducted them now on Sundays. So, Sundays, Saturdays during the daytime. So, the dining room or the old, if you can. remember, Joe, in the back, he had that big banquet room converted into a nice formal dining room, but it doesn't open until 4 o'clock. So, we've already been approached by several businesses to utilize that space during the daytime, which is a win-win for me. And also, these past several Sundays, we've had baptisms, we had a small wedding of 80 people in the back. So,

it's working out very well. Mondays, if you're not aware, I usually host a happy hour. The restaurant's closed but from 4:30 to 8:00 and we will have entertainment there.

So additional parking is definitely needed.

Mr. Collins: I enjoy Pizza Tuesdays.

Mr. Citone: Two (2) for Tuesday. Yes. My guys are like, where are you going? I said, I have a meeting. He said, no. I said, you can do it.

Mr. Collins: No, I think it's a great project and we're really happy for you. It really spruced up that place. So, congratulations.

Mr. Citone: Thank you. Thank you.

Ms. Scannell: Mrs. Flansburg?

Mrs. Flansburg: From my personal experience, I couldn't wait for you to open. I have been there twice and not been able to come in because there's no parking. So, I will absolutely be in favor of this so that we could maybe get into your place.

Mr. Citone: Thank you. I'm sorry.

Mrs. Flansburg: As we're circling around, like, can't somebody leave here so we can pull in their spot?

Mr. Citone: It's tough. It's definitely been a challenge.

Mrs. Flansburg: Can you handle the traffic in your place?

Mr. Citone: Yes. At first, no. When we first opened up the first several weeks, no reservations. It was first-come, first-served, basically. And that was okay, great, blah, blah, blah. And then we got to a point where the kitchen wasn't working in unison. The staff wasn't, front of the house wasn't working. So now we're, I think we're ready to rock and roll. We're good.

Mr. Collins: All I know is they say you have the best Manaste in the County, so that's a good sign for all the Italians in Rotterdam.

Mr. Citone: Thank you.

Ms. Scannell: Mr. D'Alessandro?

Mr. D'Alessandro: I mean, you've done an absolutely beautiful job on that building. I mean, a really, really nice job. I think that's a great idea with the parking in the back. Especially going out Arlene Street and then going out to Hamburg Street. So, it's going to make a lot easier flow for you. So, yeah, I'm 100 percent behind this. That’s all that I have.

Ms. Scannell: Thank you. Mr. Calder?

Mr. Calder: Just curious. How many seatings do you have inside compared to the 80 parking spots outside?

Mr. Citone: The dining room, well, the dining room, we had the party for 80 people in the dining room. And the lounge slash bar area, you have another 70. And the patio holds easy 200 people. So, now the capacity that the town has given me was, I believe, almost 250 or 260, something like that.

Mr. Calder: You got an exit from the backyard parking lot right to Arlene Street?

Mr. Citone: Yes.

Mr. Calder: You purchased that off of Peter for the restaurant?

Mr. Citone: That's correct. Yes.

Mr. Calder: That's all I have. Thank you.

Ms. Scannell: Mr. Miglucci?

Mr. Miglucci: Looks good to me. What kind of ovens are you using?

Mr. Citone: Pizza ovens? No. It's a trade secret.

I'm going to put you on blodgett, right?

Mr. Citone: So, blodgett are good.

Mr. Miglucci: There you go.

Mr. Citone: Bakery prods are also as well. They're good as well.

Mr. Miglucci: Using bricks?

Mr. Citone: You have to come in the kitchen and take a look. It would be my pleasure.

Mr. Miglucci: That's all I got.

Ms. Scannell: Thank you, Mr. Miglucci.

Mr. Miglucci: Just a little pizza humor.

Ms. Scannell: There's a little pizza chat going on.

You know, any time we're making a report and recommendation for a Change of Zone, you know, we have to look very carefully at what we're doing, right? To let the Town Board know. And from my perspective, going from a Single Family Residential to a B-1 for this particular use, because you know what they say, right? Once you have a zone change, you kind of can't go back. So, I think the fact that this business has

taken off so well and you're so committed to keeping the excellence here and that we're giving up a residential dwelling for 46 parking spots, it's just going to bring every time somebody parks on one of those spots, they're going to want to buy a house in Rotterdam to be closer to your food. So, I would definitely entertain a motion for a positive recommendation.

Mrs. Flansburg: I'll make that motion.

Ms. Scannell: Thank you.

Mr. Miglucci: I'll second.

Ms. Scannell: Thank you.

Lisa, could you please call the roll?

Ms. Gallo: Mr. Collins?

Mr. Collins: Yes.

Ms. Gallo: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Ms. Gallo: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Ms. Gallo: Mr. Calder?

Mr. Calder: Yes.

Ms. Gallo: Mr. Miglucci?

Mr. Miglucci: Yes.

Ms. Gallo: Ms. Ricker-Scannell?

Ms. Scannell: Yes.

Very good.

Mr. Citone: Thank you all.

Ms. Scannell: We'll go ahead and give that positive recommendation.

Mr. Citone: We haven't had the grand opening yet, and we plan on the end of September. At that time, we'll have the full entrees. I would love for the town…

Ms. Scannell: If you have a ribbon cutting or a grand opening, please invite us. We'd love to come.

Mr. Citone: I'll reach out to you and Lisa.

Ms. Gallo: Sure.

Town of Rotterdam
Office of the Planning Commission

Kimberly Ricker Scannell, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC 50-2024
Moved by Mrs. Flansburg seconded by Mr. Miglucci
Applicant: Titan Valley Development, Inc.

Resolution Adopting a Report and Positive Recommendation on the Change of Zone Request by Titan Valley Development, Inc.

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from Titan Valley Development, Inc. ("Applicant") for Change of Zone request on a portion of a ±0.47 acre parcel from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of up to an additional 46 parking spaces for a restaurant located at 2780 Hamburg Street. Currently, the parcel is known as Arlene Street, Tax Map No. 59.15-1-10.11; and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on July 10, 2024 for a report and recommendation thereon; and

WHEREAS, the Change of Zone application was presented to the Planning Commission at its regularly scheduled meeting held on August 20, 2024; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meeting held on August 20, 2024; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

NOW, THEREFORE, upon motion of Member Flansburg, seconded by Member Miglucci,

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 Change of Zone:

   The Change of Zone request is on a portion of a ±0.47 acre parcel from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of up to an additional 46 parking spaces for a restaurant located at 2780 Hamburg Street. The property has roadway frontage on Arlene Street. The western portion of the parcel to be rezoned is currently zoned R-1. The eastern portion is currently zoned B-1 and this proposed Change of Zone would extend this zoning classification to the entire parcel. The property is surrounded by a mixed use of commercial and residential development. Hamburg Street was recently reconstructed and there is a Stewarts Shop located directly to the south on Arlene Street.

If rezoned to B-1, the following uses would be permissible:

Permitted uses.

- All uses permitted as of right in the R-1 and R-2 Districts, subject to the regulations specified in such residential districts.
- Personal service shops, including but not limited to barbershops, shoeshine shops, beauty parlors, dry-cleaning and laundry-pickup and -delivery shops and 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, merchandise or machinery.
- Banking, confectionary, dressmaking, laundromats, printing, tailoring and upholstering, subject to the following provisions:
    - All such processing or manufacturing shall be done on the premises. Not more than five persons shall be employed at any one time.
- Indoor theaters, assembly halls, game rooms, billiard and pool parlors and bowling alleys.
- Funeral homes.
- Operations involving the repair, reconstruction, analysis or inspection of computers, electronic and communication equipment and similar components, provided that no manufacturing is performed and all operations are conducted within a completely enclosed building.
- Automobile parking lots with at least 10 parking spaces for private vehicles and a driveway for entrance and exit from such spaces. Such vehicles must be in running condition, able to be driven at any time under their own power. Lots for the sale or lease of motor vehicles are specifically prohibited.
- Antique sales and secondhand stores, provided that such establishments shall conduct all activities and storage entirely within an enclosed building.

Special uses.

- Drive-in establishment accessory to a permitted use.
- Public utility or communications installations.
- Convenience store.
- Car wash.
- Fence companies, retail and wholesale.
- Disturbance on a wetland or watercourse area of any class or in a wetland or watercourse buffer area as defined in this chapter.
- Hotels and Motels.
- Hospitals.
- Care homes.

The primary effect of a change of zone would be to make the zoning consistent for the entire lot. Although it may be possible to develop this property for commercial or residential use, the applicants have indicated that they would like to develop for a parking lot to support the

recently reopened restaurant which had been vacant for approximately 10 years. The property is currently vacant and cleared.

2. Subject to the considerations set forth in Paragraph 3, below, the Planning Commission hereby adopts a **positive recommendation** on the Titan Valley Development Inc. Change of Zone request for the following reasons:

A. The property is in an area surrounded by similar uses, including residential single family, two family, and retail business.

B. The lot is currently split zoned and the Change of Zone would make the entire lot Retail Business which is consistent with the Comprehensive Plan.

B. The applicant is proposing a potential parking area with up to 46 vehicles to be constructed on the existing lot.

3. Neither a positive recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as an approval or other favorable position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission and, as necessary, by the Zoning Board of Appeals.

Member	Aye	Nay
Kimberly Ricker Scannell	X	
Mark D'Alessandro	X	
Wayne Calder	X	
Clark Collins	X	
Joseph Signore (absent)		
Lynn Flansburg	X	
Joseph Miglucci	X	

Peter J. Comenzo
Senior Planner

Kimberly Ricker Scannell
Planning Commission Chairman

RESOLUTION NO. 346.24

TO ADOPT A SEQR NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION FROM GENERAL BUSINESS (B-2) TO MULTI-FAMILY RESIDENTIAL (R-3) LOCATED AT 1725 TOWER STREET

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 herby adopts the Negative Declaration dated September 11, 2024, as prepared by the Senior Planner, for a Change of Zone request on a ± 6,816 square foot lot from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments located at 1725 Tower Street, Tax Map No. 59.9-7-6.2.

SECTION 2. The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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:	August 27, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner
TITLE OF REQUEST:	Adopt a Negative Declaration for a Change of Zone from General Business (B-2) to Multi-Family Residential (R-3)
TOWN BOARD MEETING:	September 11, 2024

Background Information:

Carman Petti & Frank Audino (Owners)
524 Russel Road
Albany, NY 12203

Change of Zone from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments. The property is known as 1725 Tower Street (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot.

Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Unlisted Action and will require environmental review prior to the Town Board making a decision on the request. The Town Board declared lead agency on July 10, 2024 and circulated all of the application materials to interested/involved agencies.
Recommendation(s):	Town Board should consider the adoption of a Negative Declaration and authorize the Senior Planner to distribute all documents in accordance with SEQR.
Attachment/Document(s):	SEQR Short EAF
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	6NYCRR Part 617 State Environmental Quality Review
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:
1725 Tower Street Multifamily Conversion

Project Location (describe, and attach a location map):
1725 Tower Street, Rotterdam, NY 12306

Brief Description of Proposed Action:
The Applicant is proposing to convert the existing building to entirely apartments. The existing structure would than contain 4 apartments. No site improvements are needed. Public sewer and water connections exist as well as a parking lot to accommodate it's needs.

Name of Applicant or Sponsor:	Telephone:
Carmine Petti and Frank Audino	E-Mail:

Address:
524 Russell Road

City/PO:	State:	Zip Code:
Albany	NY	12203

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Planning Commission	☐	☑

3. a. Total acreage of the site of the proposed action? 0.15 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.52 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____ _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____ _____	☐	☑

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☑	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☑ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment:		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe:		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☐	☑
If Yes, describe:		
V00649, 447031 1911 Curry Road currently is used as a gas station and is being monitored.		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP Date: May 28, 2024

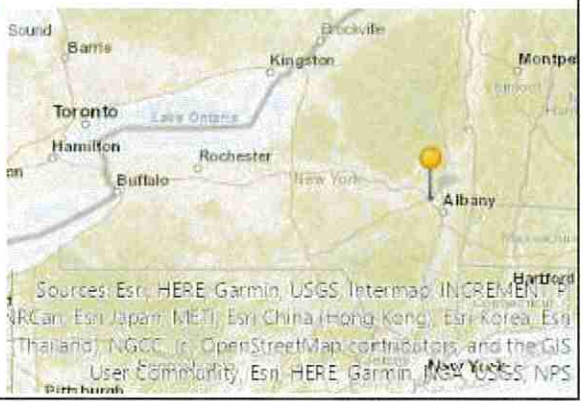
Signature: _____ Title: Professional Engineer

PRINT FORM

EAF Mapper Summary Report

Tuesday, May 28, 2024 2:15 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.



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

Agency Use Only [If applicable]

Project:	1725 Tower Multi Family
Date:	September 11, 2024

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Rotterdam Town Board	September 11, 2024
Name of Lead Agency	Date
Mollie Collins	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Peter Comenzo
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

6NYCRR PART 617
State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Date: September 11, 2024

This notice has been prepared in accordance with Article 8 of the Environmental Conservation Law by the Town of Rotterdam Department of Public Works Department
(Reference: 6 NYCRR 617.5 Unlisted Action)

SEQRA Status:	Type I	( )
	Type II	( )
	Unlisted	(X)
Conditioned Negative Declaration:	Yes	( )
	No	(X)

Owner:

Carman Petti & Frank Audino (Owners)
524 Russel Road
Albany, NY 12203

Tax Map Number(s): #59.9-7-6.2

Project Location: 1725 Tower Avenue

Zoning: Change of Zone from General Business (B-2) to Multi-Family Residential (R-3)

Action: Change of Zone Request on a 6816 square foot lot from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments.

Reasons Supporting This Determination:
(See 617.7(a)-(c) for requirements of this determination)

This project is an Unlisted Action and the Town conducted as a SEQR coordinated review. The applicant has supplied an Environmental Assessment Form and the Town Board has or has caused to complete Part 2 of this checklist.

The Change of Zone request concerns approximately 0.35 acres being rezoned from Single Family Residential (R-1) to Light Industrial (I-1). Property is located at the corner of Tower Avenue and Chrisler Avenue (Tax Map No. 59.7-10-1.12). Applicant is proposing to construct a ±2,000 square foot storage garage.

The applicant received a positive report and recommendation from Planning Commission on the Change of Zone request on June 18, 2024.

The applicant would like the Town Board to approve a Change of Zone to allow for the conversion of two commercial tenant spaces on the first floor of an existing building into two apartment units. A potential reduction in traffic is anticipated as a result of this use. Environmental impacts will be negligible. Approvals from the Planning Commission and Zoning Board of Appeals will be necessary for the proposed project action.

After a review of the applicable modifications, Environmental Assessment Form, and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that this proposal will not have a significant adverse impact on the environment.

The Town Board has considered the following criteria to determine if this proposal has significant adverse impacts on the environment:
(i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

(ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;
(iii) the impairment of the environmental characteristics of a Critical Environmental Area.
(iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;
(v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;
(vi) a major change in the use of either the quantity or type of energy;
(vii) the creation of a hazard to human health;
(viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;
(ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;
(x) the creation of a material demand for other actions that would result in one of the above consequences;
(xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or
(xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

The Town Board has also considered the reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions, which are:
(i) included in any long-range plan of which the action under consideration is a part;
(ii) likely to be undertaken as a result thereof; or
(iii) dependent thereon.
(3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) has be assessed in connection with:
(i) its setting (e.g., urban or rural);

DRAFT

(ii) its probability of occurrence;
(iii) its duration;
(iv) its irreversibility;
(v) its geographic scope;
(vi) its magnitude; and
(vii) the number of people affected

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at Rotterdam Fire District #1, 1215 Main Street, Rotterdam Junction, NY on the 11th day of September, 2024 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.

_____

Mollie A. Collins
Town Supervisor

For further information contact:

Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
(518) 355-7575 x-338
pcomenzo@rotterdamny.org

DRAFT

RESOLUTION NO. 347.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 16 OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM GENERAL BUSINESS (B-2) TO MULTI-FAMILY RESIDENTIAL (R-3) LOCATED AT 1725 TOWER STREET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 16 of 2024.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: August 27, 2024

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner PC

TITLE OF REQUEST: Change of Zone from General Business (B-2) to Multi-Family Residential (R-3)

TOWN BOARD MEETING: September 11, 2024

Background Information:

Carman Petti & Frank Audino (Owners)
524 Russel Road
Albany, NY 12203

Change of Zone from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments. The property is known as 1725 Tower Avenue (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot.

Evaluation/Analysis: Project was referred to the Planning Commission on June 12, 2024 for a Report and Recommendation. Planning Commission issued a Positive Recommendation at the June 18, 2024 meeting. Town Board called for a public hearing on July 10, 2024 and conducted a public hearing on August 14, 2024.

Recommendation(s): Town Board should consider approval of the proposed Change of Zone from B-2 to R-3.

Attachment/Document(s): Application Materials

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2024

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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

Local Law No. 16 **of the year 20**24

A local law to amend chapter 270, Zoning, of the Town Code, for a Change of Zone on a +/-6,816 sq. ft. lot, from General Business (B-2) to Multi-Family Residential (R-3), for the conversion of two existing retail tenant spaces on the first floor, into two apartments, located at 1725 Tower St. Tax Map No. 59.9-7-6.2
(Insert Title)

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam **as follows:**

See Attached

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(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. 16 of 2024 of the (~~County~~)(~~City~~)(Town)(~~Village~~) of Rotterdam was duly passed by the Town Board on September 11 2024, in accordance with the applicable provisions of law.

(Name of Legislative Body)

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)

(Name of Legislative Body)

(repassed after disapproval) by the _____ and was deemed duly adopted

(Elective Chief Executive Officer)*

on _____ 20☐☐, in accordance w ith the applicable provisions of law.

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)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____.

(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)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____. 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)*

* 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 November _____ 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 cities of said county as a unit and 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 _____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

DESCRIPTION OF LAND

PROPOSED ZONE CHANGE

BEGINNING at a point in the westerly road boundary of Tower Street at its intersection with the division line between Lands N/F of Home and City Savings Bank as described in Liber 954 of Deeds at Page 123 on the north and Lands N/F of Frank Audino and Carmine Petti as described in Liber 2073 of Deeds at Page 19 on the south; thence along said westerly road boundary of Tower Street South 00° 00' 00" East, 71.00 Feet to a point at its intersection with the division line between the aforementioned Lands of Audino and Petti on the north and other Lands N/F of Frank Audino and Carmine Petti on the south; thence along said division line South 90° 00' 00" West, 96.00 Feet to a point in the aforementioned division line between Lands of Home and City Savings Bank and Audino; thence along said division line the following two (2) courses and distances:

1. North 00° 00' 00" West, 71.00 Feet to a point; thence
2. South 90° 00' 00' East, 96.00 Feet to the point and place of beginning and containing 0.16 acres of land more or less.

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: B-2

Proposed Zone Classification: R-3

PART II
GENERAL INFORMATION

Legal Owner's Name: Carmine Petti and Frank Audino
Mailing Address: 524 Russel Road
City: Albany State: NY Zip: 12203
Daytime Phone: _____ E-mail: _____

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP

Mailing Address: 411 Union Street
City: Schenectady State: NY Zip: 12305
Daytime Phone: 518-377-0315 E-mail: luigi@abdeng.com
Project/Proposal Site Area: (Acres or sq. ft.) 6,816 SF
Assessor Tax Parcel No.(s) of Site: 59.09-7-6.2
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) 22, 500 SF, 59.9-7-4.1

Street Address of Proposed Site (if any): 1725 Tower Street

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)
The existing site is a mixed use commercial/residential building.

School District: Mohanasen Fire District: 2

Water Supply: Rotterdam

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)
The site is 170 feet down Tower Street from the intersection of Tower Street and Altamont Avenue.

Name of Public Road(s) Providing Access: Tower Street

Width of Property Fronting on the Existing Public Road in Linear Feet: 71 feet

Does the Proposal Have Access to an Arterial or Planned Arterial? ( ) Yes (✓) No

Name(s) of Arterial Road(s): _____

A legal description of the proposed site must be attached: (X) Yes ( ) No

A copy of the assessor's map of the proposed site must be attached: (X) Yes ( ) No

A copy of the most current deed(s) of the proposed site must be attached: (X) Yes ( ) No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? N/A

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

The parcel is located on a side street that is zoned residential and not suited for heavy commercial traffic.

The site is also near condominiums and multifamily projects. The site has off stree parking and access to water, sewer, gas and other utilities.

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

UTILITIES

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

Proposed Means of Sewage Disposal:
(✓) Public Sewer ( ) Dry Sewer ( ) Community System ( ) Septic Tank & Leachfield ( ) Other, please describe _____

PART III

****

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

****

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

Signed: _____ Date: July 25, 2023

Address: 411 Union Street, Schenectady, NY 12305 Phone: 518-377-0315

Zip: 12305

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

****

LEGAL OWNER SIGNATURE

****

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

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

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

Name: Carmine Petti and Frank Audino
Address: 524 Russel Road, Albany, NY

Date: July 25, 2023
Phone:
Zip: 12203

Signature of applicant or representative

7-26-23
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me this 26th day of July, 2023

NOTARY SEAL

Notary Signature

Notary Public in and for the State of New York
Residing at: 501 New Karner, Colonie NY 12205
My appointment expires: 10/1/2024

JOY A. RODRIGUEZ
Notary Public, State of New York
Rensselaer County #01RO6269591
Commission Expires Oct. 1, 20 24

PLEASE AFFIX NOTARY SEAL HERE

TOWN OF ROTTERDAM

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

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

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

I, Carmine Petti and Frank Audino, being duly sworn declare that I am the

(PROPERTY OWNER)

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

Tax Parcel Number(s): 59.09-7-6.2

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

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

Signature (Authorized Representative): [signature]

Date: 7-26-23

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)
SUBSCRIBED AND SWORN to before me this 26th day of July, 2023

NOTARY SEAL [signature]
Notary Signature

Notary Public in and for the State of New York
Residing at: 501 New Karner Rd, Colonie NY 12205
My appointment expires: 10/1/24

JOY A. RODRIGUEZ
Notary Public, State of New York
Rensselaer County #01RO6269591
Commission Expires Oct. 1, 2024

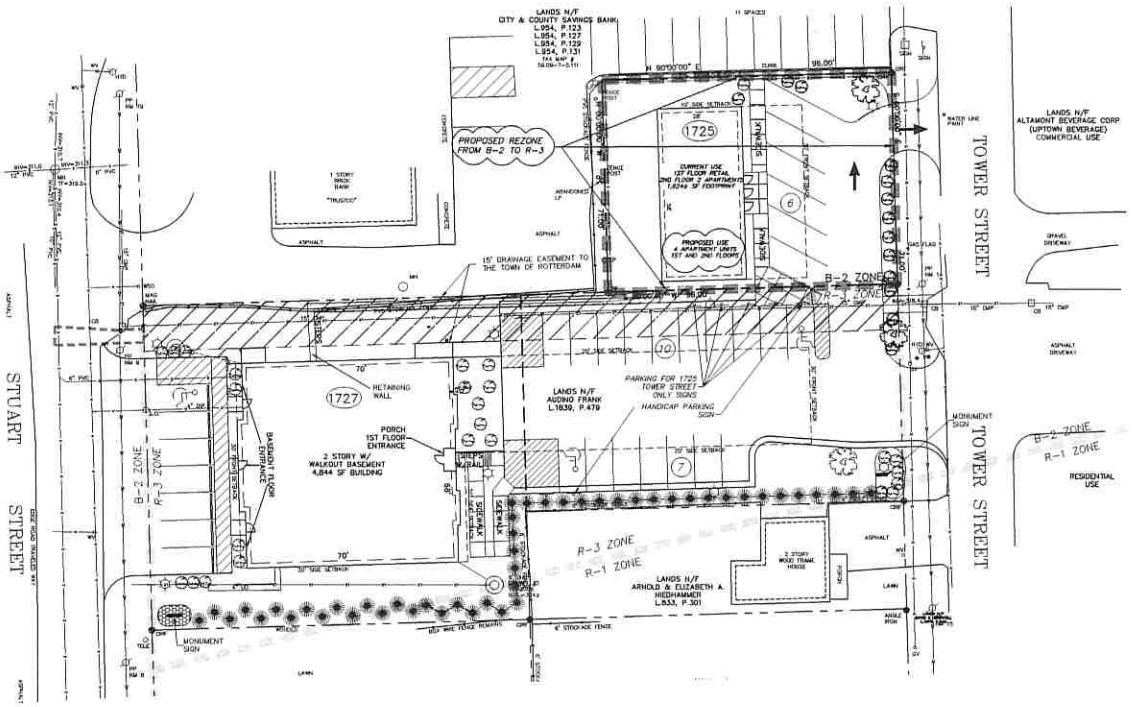
MAP REFERENCE:

1. "MAP OF LOTS BELONGING TO MARTIN HAM, HAM CORNERS", PREPARED BY WILLIAM GIFFORD, DATED JULY 1, 1903, AND FILED IN THE SCHENECTADY COUNTY CLERKS OFFICE IN CABINET A, AS MAP 58-69.

2. "101 TOWER STREET, SURVEY MAP OF THE LANDS OF FULLER STATION ROAD ASSOC., LLC", PREPARED BY AUSFELD & WALDRUFF LAND SURVEYORS LLP, DATED JUNE 12, 2012.

3. "SITE PLANS, TOWER STREET APARTMENTS" PREPARED BY ABD ENGINEERS & SURVEYORS, DATED FEBRUARY 13, 2013 AND LAST REVISED JULY 9, 2013.

SITE LOCATION



NOTES:

1. BASE MAPPING PREPARED BY ABD ENGINEERS AND SURVEYORS FROM A JULY 2012 FIELD SURVEY AND UPDATED JULY 2014.
2. THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE-GROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA. EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED. IN PARTICULAR, THE CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATION OF SUCH PIPE LINES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE AREA MAY BE SHOWN OR MAY NOT BE SHOWN, AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK. 48 HOURS BEFORE YOU DIG, DRILL OR BLAST, CALL U.F.P.O. 1-800-962-7962.
3. ALL LIGHTING SHALL BE SHIELDED AND/OR PLACED IN SUCH A MANNER AS TO PREVENT OFF-SITE ILLUMINATION.
4. DEVELOPMENT MUST MEET ALL NYS BUILDING AND FIRE CODES.
5. SITE IS ZONED B-2 GENERAL BUSINESS. PROPOSED REZONE TO R-3.
6. SNOWFALL ACCUMULATIONS IN EXCESS OF FOUR (4) INCHES SHALL BE REMOVED FROM ALL PARKING AREAS/WALKWAYS WITHIN 48 HOURS.
7. A KNOX BOX SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. TYPE AND LOCATION SHALL BE COORDINATED WITH FIRE DISTRICT #2.
8. LANDSCAPED AREAS FRONTING ON TOWER STREET SHALL CONTAIN A SPRINKLER SYSTEM.
9. LANDSCAPING SHALL BE MAINTAINED IN PERPETUITY AND DEAD/DYING PLANT MATERIALS SHALL BE REPLACED IN KIND.
10. RECIPROCAL PARKING EASEMENT AGREEMENT BETWEEN 1725 TOWER STREET AND 1727 TOWER STREET.
11. NO SITE IMPROVEMENTS NEEDED. WATER AND SEWER CONNECTION ARE EXISTING

COVERAGE STATISTICS	PROPOSED	
BUILDINGS: 45% MAX.	1,824 SF	23.8%
PAVEMENT:	2,308 SF	33.9%
GREEN SPACE:	2,884 SF	42.3%
TOTAL	6,816 SF (0.16 ACRES)	100%

SITE DATA

	EXISTING	PROPOSED	PROVIDED
ZONING:	B2	R3	
AREA:	15,000 SF MIN.	20,000 SF MIN. +3,000 SF / BR. OVER 4	6,816 SF (0.16 ACRES)# #
LOT WIDTH:	100 FT.	100 FT.	71.00'#
SETBACKS:			
FRONT:	30 FT.	30 FT.	50.0'
SIDE:	10 FT.	20 FT.	10.0' & 3.0' #
REAR:	25 FT.	25 FT.	18.0'#
HEIGHT:			
MAX:	3 STORIES (40') MAX.	3 STORIES (40') MAX.	2 STORIES
PARKING:	1.5 PER APARTMENT UNIT: 2 UNITS X 1.5 = 3 SPACES 5 PER 1,000 SF RETAIL: 1,824 SF / 1,000 = = 1.8 X 5 = 8 SPACES 11 SPACES REQUIRED	1.5 PER APARTMENT UNIT: 4 UNITS X 1.5 = 6 SPACES 6 SPACES REQUIRED	6 SPACES PROVIDED ONSITE 5 SPACES PROVIDED OFFSITE.# 11 SPACES PROVIDED#

VARIANCES FOR LOT AREA, SIDE YARD WIDTH, REAR YARD DEPTH AND PARKING WERE APPROVED BY THE ROTTERDAM ZONING BOARD OF APPEALS ON DECEMBER 17, 2014.

REQUIRED VARIANCE FOR 2 ADDITIONAL BEDROOMS

OWNER/APPLICANT:
CARMINE PETTI AND FRANK AUDINO
524 RUSSELL ROAD
ALBANY, NY 12203

TAX MAP # 59.09-7-6.2

NO.	REVISION	BY	DATE

ALTERATION OF THIS DOCUMENT EXCEPT BY A LICENSED PROFESSIONAL ENGINEER IS ILLEGAL

LUIGI A. PALLESCHI, P.E.
N.Y.S. LICENSE NO. 94678

REZONING MAP B-2 TO R-3 MULTIFAMILY 1725 TOWER STREET

TOWN OF ROTTERDAM | COUNTY OF SCHENECTADY
STATE OF NEW YORK

ABD ENGINEERS & SURVEYORS
411 Union Street Schenectady, N.Y. 12305
518-377-0315 Fax 518-377-0379
www.abdeng.com

DATE:	SCALE:	DWG.	SHEET OF
JUNE 27, 2023	1" = 20'	4287C-RE ZONE	1 1

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 7-16-24
Case No. R-19-24
Returned 8-21-24

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
JUL 16 2024
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)

PUBLIC HEARING OR MEETING DATE: August 14, 2024

SUBJECT: Carmine Petti & Frank Audino – 1725 Tower Avenue. Change of Zone from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of existing building containing two (2) businesses to two (2) apartments and two (2) existing apartments to remain for a total of four (4) apartments on a ±0.156-acre parcel. Engineer: ABD Engineers.

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, Schenectady, NY 12306

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

Signature Date: 7 11 24

PLANNING & ZONING COORDINATION REFERRAL

Case No. R-19-24

Applicant Carmine Petti/Frank Audino

Referring Officer Peter Comenzo

Municipality Rotterdam

Considerations: Regarding a 6,800 SF parcel containing a 1,624 SF structure with two apartments and a retail use, requesting a change in zone from General Business (B-2) to Multi-Family Residential (R-3) to allow the conversion of retail use to two additional apartments. Located on the west side of Tower Street approximately 100' south of Altamont Avenue.

RECOMMENDATION

Receipt of zoning referral is acknowledged on July 16, 2024. 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.

8/5/24
Date

Ray Gillen, Commissioner
Economic Development and Planning

RESOLUTION NO. 348.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 4 WITH GPI FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE SARTOLI AVENUE AND ROME AVENUE DRAINAGE IMPROVEMENT PROJECT

WHEREAS, the Town Board of the Town of Rotterdam is a party to an existing agreement(Resolutions 196.19 , 77.20 & 169.22 & 211.22) with Greenman-Pedersen Inc.(GPI), for professional engineering services relating to water service/drainage improvements on Sartoli Avenue and Rome Avenue; and

WHEREAS, GPI engineering consultant proposed additional scope of services for extended Construction Inspection Services; 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 amendment No. 4 to an engineering agreement with Greenman-Pedersen Inc.(GPI), located at 80 Wolf Road, Suite 600, Albany, New York 12205, for additional engineering services for the Sartoli Avenue and Rome Avenue Drainage Improvement Project, in the total amount not to exceed forty one thousand seven hundred forty two and 08/100 ($41,742.08), for the Sartoli Avenue and Rome Avenue Drainage Improvement Project.

SECTION 2. This resolution shall become effective September 11, 2024

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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:	August 27, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	Charles Jack Dodson-Deputy Supervisor
TITLE OF REQUEST:	Authorize Amendment No. 4 for Construction Engineering & Inspection Services – Sartoli Avenue and Rome Avenue Drainage Improvements
TOWN BOARD MEETING:	September 11, 2024
Background Information:	GPI is the Engineer performing the inspections for the Sartoli Avenue and Rome Avenue Drainage Improvements.
Evaluation/Analysis:	GPI will be providing additional Construction Inspection Services to complete the Drainage for Sartoli Avenue and Rome Avenue.
Recommendation(s):	Authorize the Supervisor to sign amendment #4 not to exceed $41,742.08.
Attachment/Document(s):	Amendment #4 dated August 9, 2024.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Authorization for Professional Services

Project:	**Sartoli Ave and Rome Ave Drainage Imp. Rotterdam, NY**	Date:	**August 9, 2024**
Client:	**Town of Rotterdam**		
Contact:	**Mollie Collins, Supervisor**	From:	**Ryan Trunko, PE**
	1100 Sunrise Boulevard		**Project Manager**
	Rotterdam, NY 12306		
		No. of Pages:	**3**

As of July 26, 2024, the project has exhausted and exceeded its CI task budget by $2,566.58. July's invoice will be for the remainder of the project budget totaling $20,880.30. The initial CI budget was set up with an anticipated 4 months duration of construction. We have been on this project for 5 months at this point. GPI initiated the project in Appia at the end of February, completing submittals, test pit observations, National Grid coordination, and getting permitting and insurance in place for the kick off meeting held in mid-April when full time CI started. There were some delays with a gas main and National Grid but generally, the contractor has been working steadily each day.

GPI's inspector Ed Opatkiewicz in coordination with Carver Construction has estimated approximately 7 additional weeks of work remaining, which includes time for project close out. We understand the Town has concerns regarding the project budget and we have worked with Carver to address project changes during construction. GPI appreciates the working relationship we have developed with the Town through the course of this project and proposes a reduced 2.0 multiplier for the additional construction inspection time required to finish this project.

Greenman – Pedersen, Inc. (GPI) is pleased to provide this proposal for the following extended Construction Inspection services:

Task 00009 **Construction Inspection Services**

9.02 The following field staff and anticipated duration is assumed as follows:

- The Construction Supervisor will visit the site and attend Progress Meetings necessary to provide quality control review of all documents to ensure that all contracted work is provided by the contractor and that federal funding reimbursement is ensured. The Construction Supervisor will also address all issues and concerns that the Resident Engineer may need assistance with, and all communication needed with the Town ongoing throughout construction.
- One (1) full time Resident Engineer is anticipated that the remaining duration of field inspection for the Resident Engineer (RE) is **7** weeks. It is assumed that the RE will work an average of 45 hours/week. A breakdown of hours and associated costs is attached to this proposal.

Compensation:

Based upon the above Services under our existing contract, our fee shall be as follows:

	Original	Additional	Total
Task 9: NYSDOT Highway Work Permit	$ 93,136.00	$ 39,175.50	$ 132,311.50
Task 9 Current Overage	$	$ 2,566.58	$ 2,566.58
Total Proposed Fee:	**$ 93,136.00**	**$ 41,742.08**	**$ 134,787.08**

This fee includes labor necessary to complete the work as scoped. Work performed will be billed monthly to the Client on a percent complete basis and will not be exceeded without written authorization.

Acceptance of Proposal

We trust this agreement meets your needs. Please indicate your acceptance by signing below and returning a copy of this Agreement. This will serve as our agreement for the additional services under the existing project agreement.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Agreed Hereto:

For Greenman-Pedersen, Inc.:

Ryan Trunko August 9, 2024

Name: Ryan Trunko, PE Date
Title: Project Manager

For Client:

Accepted by an Authorized Agent, Principal or Owner Date

Printed Name: _____

GPI Greenman-Pedersen, Inc.
Engineering and Construction Services

GPI/Greenman-Pedersen, Inc.
80 Wolf Road, Suite 600, Albany, New York, 12205
p- 518.453.9431 • f- 518.453.9458

ATTACHMENT A – CONSULTANT FEE ESTIMATE WORKSHEET

Project No. **Proposal**

Project Description: *Keyserkill Embankment Failure, CR 17* Sartoli Ave, Rome Ave & Kings road Draiange Imp Project	Task Additional CI Services	Date: 8/7/2024 Phase: Construction Agency: T/Rotterdam Prepared By: R. Trunko

Breakdown of Tasks

Task Description	Employee Title	Employee Hours per Task: Construction Inspector	Construction Inspector (Overtime)							Total Hours	Total Task Budget
9 - Construction Inspection Services											
Regular Time (7 weeks @ 40 hrs/week)		280.00								**280.00**	$ 34,440.00
Overtime (7 weeks @ 5 hrs/week)			35.00							**35.00**	$ 4,735.50
											$ -
											$ -
											$ -
Subtotal Employee Hours		280.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	**315.00**	
x Hourly Rate		$61.50	$67.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Total Direct Cost		$17,220.00	$2,367.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$19,587.75**	
									x Multiplier	**2.00**	
Total Personnel Days		**39.375**							**Total Labor Cost**	**$39,175.50**	
									Contingency	**$0.00**	

Reimbursable Expenses: *(when required)*

		No.	Contract Rate		
Mileage:	Estimate miles at Contract rate (over 35 miles one way).	0	miles @		**$0.00**
Lodging:	At Contract per diem rates *for the location of the facility.*	0	night(s) @		**$0.00**
Meals:	At Contract per diem rates *for the location of the facility.*	0	overnight(s) @		**$0.00**
Other Allowable Expenses: Identify expenses below.					
A.					
B.					
C.					
				Total Reimbursable Expenses	**$0.00**
				Total Lump Sum Fee	**$39,175.50**

ORIGINAL

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 Wednesday, July 13, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 211.22

TO AUTHORIZE THE SUPERVISOR TO EXECUTE A THIRD AMENDMENT TO AN ENGINEERING CONSULTANT AGREEMENT

WHEREAS, the Town Board of the Town of Rotterdam is a party to an existing agreement (Resolutions 196.19, 77.20 & 169.22) with Greenman-Pedersen Inc. (GPI), for professional engineering services relating to water service/drainage improvements on Sartoli Avenue and Rome Avenue; and

WHEREAS, GPI engineering consultant proposed additional scope of services for: preparing a Metes and Bounds legal description and map of the proposed Town easement/taking as outlined in the mapping provided by the Town;

THEREFORE, UPON MOTION OF Councilmember **CHRISTOU,** seconded by Councilmember **MASTROIANNI,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisors to negotiate and execute the third amendment to the engineering consultant Greenman-Pedersen Inc. (GPI) agreement for a total fee not to exceed Eight Hundred and Eighty Dollars and 00/100($880.00), for the Sartoli Avenue and Rome Avenue Drainage Improvements.

SECTION 2. This resolution shall become effective July 13, 2022

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
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 July 13, 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 July 15, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

June 20, 2022

ORIGINAL

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

RE: Proposal for Metes and Bounds Easement Survey
Sartoli Avenue and Rome Avenue Drainage Improvements
Town of Rotterdam, Schenectady County, NY

Dear Ms. Collins,

GPI thanks you for the opportunity to present our proposal for professional survey services associated with the referenced project for the Town of Rotterdam. As we understand there is a portion of land the Town is seeking an easement or taking from the City of Schenectady for maintenance of stormwater management facilities.

Scope of Services:
GPI will prepare a Metes and Bounds Legal description and Map of the proposed Town easement/taking as outlined in the mapping provided by the Town, which is attached for reference.

Deliverables:
- Metes and Bounds Legal description
- 8.5" X 11" Map plan showing the area of the easement

Schedule:
Work will be completed within one week from formal authorization to proceed.

Fee Estimate:
The work described in the Scope of Services will be completed for a lump sum fee of **$880.**

Agreement:
As formal authorization to proceed, please sign below and return to me.

Thank you for the opportunity to submit our proposal and feel free to contact me if you have any questions.

With Gratitude,
GPI/GREENMAN-PEDERSEN, INC.

Ryan Trunko

Ryan Trunko, PE
Project Manager
80 Wolf Road, Suite 300, Albany, NY 12205
518-898-9551 | rtrunko@gpinet.com

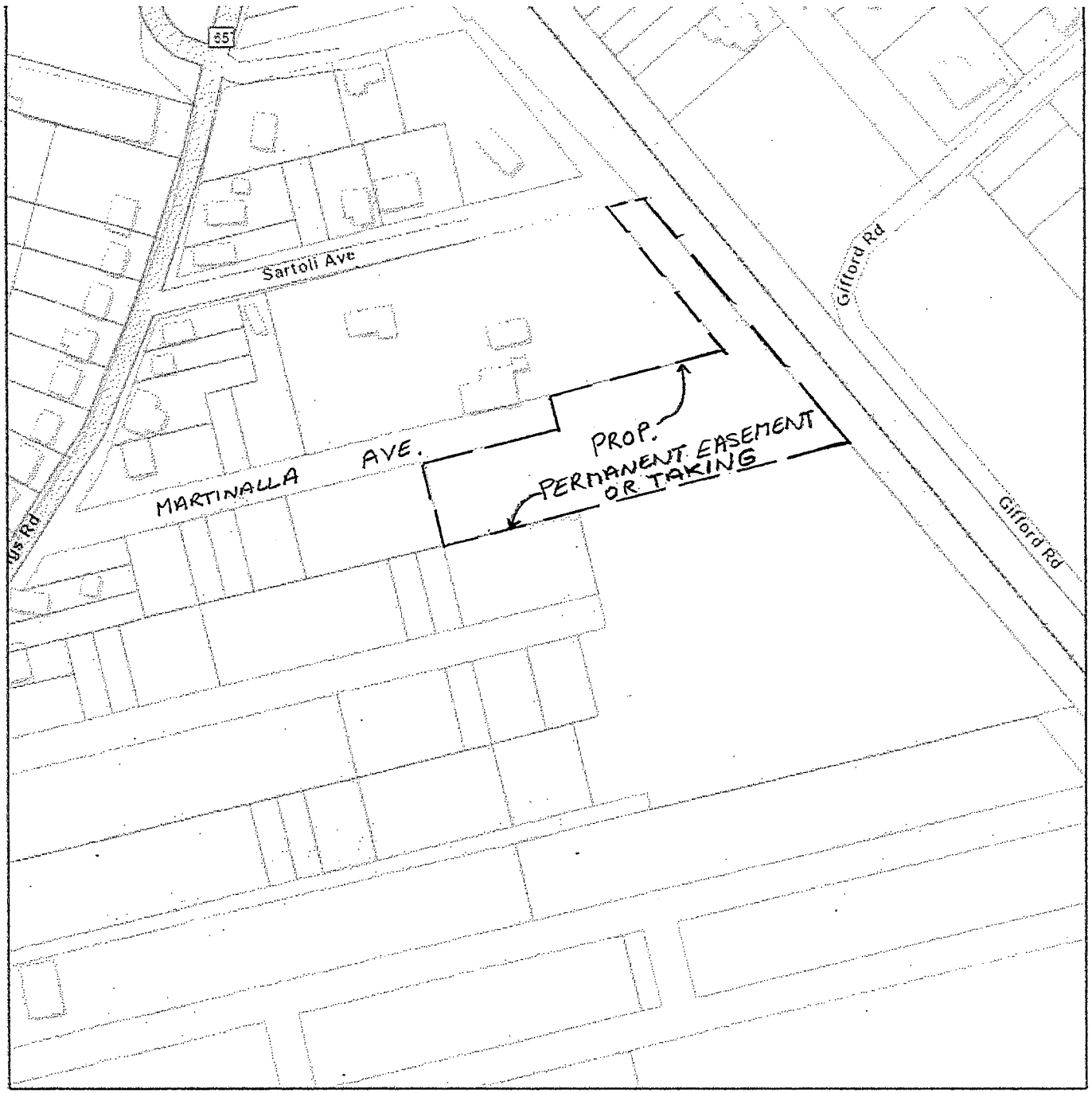
Authorization

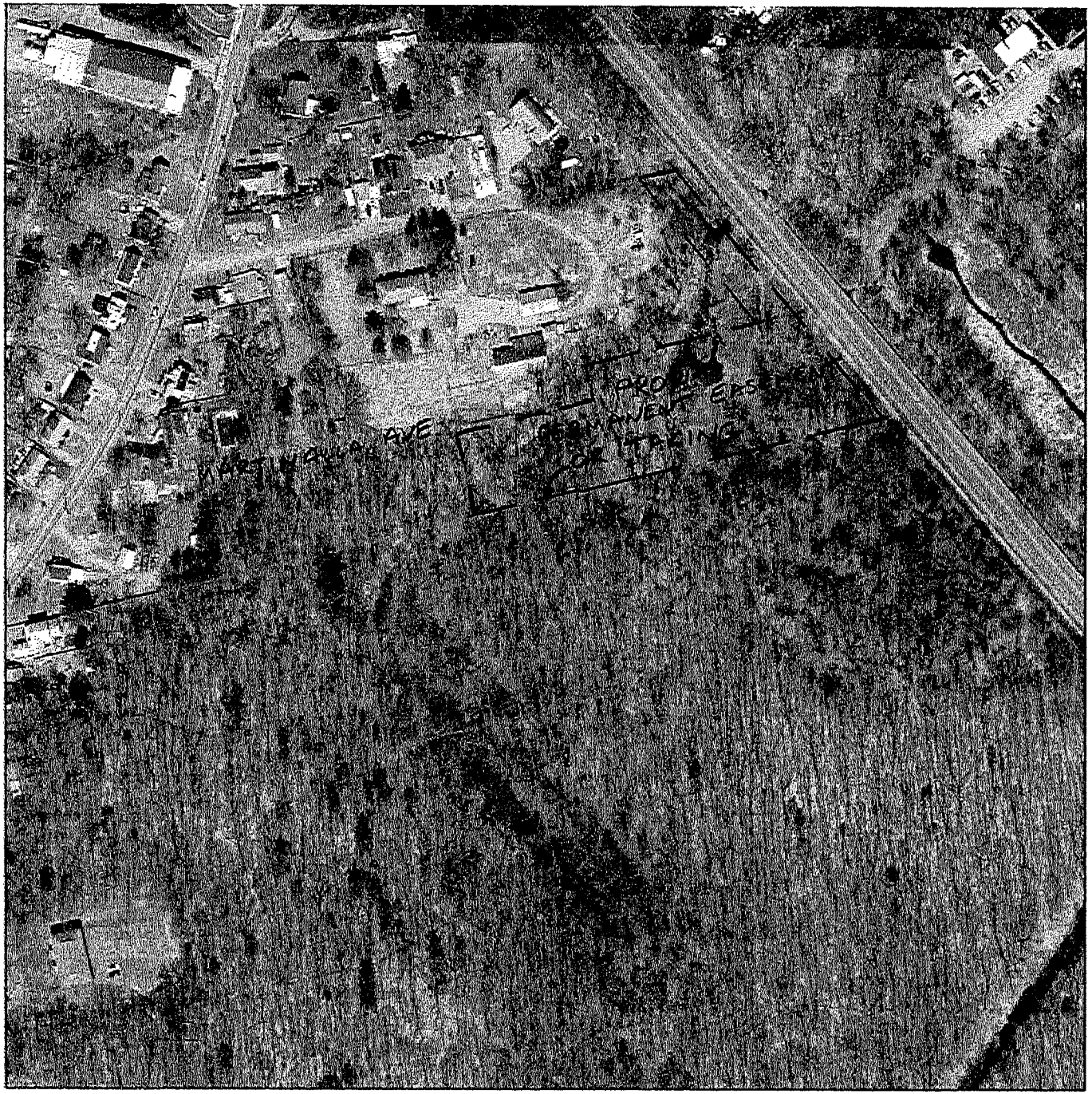
Town of Rotterdam

Mollie A. Collins 7/14/2022
Signature Date

Mollie A. Collins
Print Name

Supervisor
Title


65
Sartoli Ave
Gifford Rd
Gifford Rd
MARTINALLA AVE.
PROP.
PERMANENT EASEMENT
OR TAKING
June 14, 2022
Parcels
1:3,370
0 0.02 0.04 0.08 mi
0 0.03 0.07 0.13 km



June 14, 2022

Parcels

1:3,370

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ORIGINAL

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 169.22

AUTHORIZE THE SUPERVISOR TO EXECUTE A SECOND AMENDMENT TO AN ENGINEERING CONSULTANT AGREEMENT

WHEREAS, the Town Board of the Town of Rotterdam is a party to an existing agreement(Resolutions 196.19 & 77.20) with Greenman-Pedersen Inc.(GPI), for professional engineering services relating to water service/drainage improvements on Sartoli Avenue and Rome Avenue; and

WHEREAS, engineering consultant requests an amendment to the engineering agreement to perform additional scope of services for: Permitting and approvals; Final design; Contract documents; Advertisement; Bid opening and award; Construction support services; and Construction inspection services; NOW

THEREFORE, UPON MOTION OF Councilmember **CHRISTOU,** seconded by Councilmember **MASTROIANNI,**

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 second amendment to the engineering consultant Greenman-Pedersen Inc.(GPI) agreement for a total fee not to exceed two-hundred thirty-nine thousand five hundred and sixteen and 00/100 ($239,516.00), for the Sartoli Avenue and Rome Avenue Drainage Improvements.

SECTION 2. This resolution shall become effective May 11, 2022

DATED: May 11, 2022

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
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 May 11, 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 May 11, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

April 26, 2022

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

RE: **Sartoli Avenue and Rome Avenue Drainage Improvements**
Town of Rotterdam, NY

Dear Ms. Collins:

GPI has provided design services for the above referenced project and to date we are approximately 85% complete with our efforts. The work included numerous meetings with Town staff and residents to go over the project; and the time and effort was much more than what we budgeted. As we discussed at our meeting, the major holdup from the design standpoint is the use of City property to construct and maintain the detention pond. Kate McGuirl of the Town has been working with the City and to date, it is my understanding that an agreement is not in place for the use of this property. There were also numerous changes that were made during the design process that included at one point removing the water system design on Sartoli Avenue because the Town was planning on doing the work. The water system work will be placed back in the project since the contractor will be performing the work. In addition, we completed a SAMS funding grant that was not included in our scope of work for the purpose of obtaining state funding for the water system and that involved a lot of coordination with the Town and Assemblyman Santabarbara's office. Thankfully, the funding has been awarded for the construction phase of the water system.

The following described the remaining work to complete the design, preparing project materials for bidding, obtaining an extension of the permits that were previously obtained from NYSDEC, and new scope of work that includes construction phase support and inspection services. Please note that the Task numbers below are a continuation to the tasks already established in our invoicing structure that has been used to date.

ADDITIONAL SCOPE OF SERVICES

Task 4 – Permitting and Approvals

4.01 **Advisory Agency Review – GPI** will forward the final plans and project manual to the City of Schenectady for review and comment. In addition, GPI will forward the plans to the Schenectady County Department of Health related to the new waterline on Sartoli Avenue and obtain their approval. GPI will address any comments received on the project.

4.02 **Permits and Approvals** –The project proposes to discharge into an unnamed stream that is tributary to the Lisha Kill. Filed investigation indicated the presence of State and Federal wetlands in or adjacent to the project area. During the preliminary design phase of this project, **GPI** submitted a Joint Application for Permit coverage for wetland impacts from the NYSDEC and ACOE. The ACOE Nationwide Permit 43 acquired for this project expires on March 18, 2022. The NYSDEC Freshwater Wetlands Permit acquired for this project will expire on December 10, 2022. GPI will coordinate with the respective agencies and get permit extensions to facilitate construction.

4.03 While the project proposes to disturb more than 1-acre of land, coordination with NYSDEC has confirmed that due to the nature of this project, coverage under NYSDEC SPDES General Permit GP-0-20-001 is not required.

Task 5 – Final Design:

5.01 GPI will update the final design plans, specifications, estimate, and submit for review and approval to the Town. GPI will modify the design to reflect the any comments from the Town and finalize the plans for bidding. Final Plans are anticipated to consist of the following Drawings:

- Cover Sheet
- Typical Sections
- Detour Plan
- Work Zone Traffic Control Notes
- General Notes
- Miscellaneous Details
- Miscellaneous Tables
- Overall General Plan
- Kings Road, Sartoli and Martinalla Avenue Plans
- Sartoli Avenue Profile
- Erosion and Sediment Control Plans
- Profiles and Typical Sections
- Site Details
- Water System Details

5.02 Final Engineer's Cost Estimate will be prepared that will include developing two separate shares since the waterline along Sartoli Avenue has received state funding and therefore this cost needs to be separated.

Task 6 – Contract Documents:

6.01 GPI will update the complete package of bid-ready contract documents. The package will include:

- Instructions to bidders;
- Bid documents;
- Contract language, including applicable prevailing wage rates;
- Special notes;
- Specifications;
- Plans;
- SWPPP; and,
- Other pertinent information.

GPI will submit two (2) copies of the contract documents to the Town for approval.

Task 7 – Advertisement; Bid Opening and Award:

7.01 **Advertisement and Bidding** – GPI will prepare all bid documents on compact disk to the Town and will advertise the project. GPI will interpret plans and specification inquires by prospective bidders and issue contract addenda, if required.

7.02 **Bid Opening (Letting)** – The Town will hold the public bid opening and GPI will be present. It is assumed that a pre-bid meeting will not be required.

7.03 **Award** – The Town will forward all bids and GPI will analyze and tabulate the bid results. The analysis will include:

- Verifying the low bidder;
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.);
- Breaking the low bid into fiscal shares, if necessary;
- Determining whether the low bid is unbalanced; and
- Determining whether the low bidder is qualified to perform the work.

GPI will make a recommendation as to which contractor is the lowest responsible bidder. The Town will award the contract.

Task 8 – Construction Support Services

8.01 This work is anticipated to include:

- Response to unanticipated and/or varying field conditions or changes in construction procedures and prepare Field Change Sheets modifying pertinent contract plan sheets.
- Analyze and make recommendations on the implementation of any changes proposed by the contractor.
- Review and approve shop drawings and contractor submittals for construction.
- Prepare As-Built plans based upon marked up set of plans and forward to the Town.

Task 9 – Construction Inspection Services

9.01 GPI will provide, to the satisfaction of the Town contract administrator construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. GPI will assume responsibility, as appropriate, for the administration of the contract including maintaining project records and processing payments and work will include:

- Scheduling and coordinating and attending preconstruction/construction progress meetings.
- Assist the Contractor as required with contacting and coordinating any utility relocations.
- Responsible for ensuring conformance with the contract plans, specifications and construction bid documents and to ensure quality workmanship. This includes monitoring the daily execution and progress of construction at each intersection.
- Develop and document estimates of completed work and approving the contractor's payment requisitions; and forwarding to the City for final review and payment.
- Prepare the Daily Work Reports (DWR's) and provide the Town with a copy of written field inspection reports for all field visits and inspections at the completion of the project.
- Perform office work that includes tracking of all material quantities needed for payment to the Contractor.
- Verify that certifications, testing, and inspection of materials delivered to the project have been properly performed and documented. Work performed by the contractor that does not have the proper materials documentation will not be accepted and paid. This unacceptable work will be documented in the DWR's.
- Take measurements of all unit price items and compute areas and volumes of completed work.
- Verify that the contractor complies with all permit requirements.
- Digitally photograph the entire construction progress and provide the Town with a digital diary of the project on a CD at the completion of the project.
- Monitor the contractor's work zone vehicular and pedestrian traffic control on a daily basis.
- Review and coordinate any change order requests initiated by the City or the contractor, including any coordination needed with the designer of record.
- Coordinate with other project engineers on neighboring City project.
- Complete and submit to the Town all required project close-out documents, including but not limited to shop drawings and material/field testing reports.
- Field Office including all necessary furniture/equipment will be provided by the contractor, including paying all cost. The location of the field office will be determined prior to start of construction.

9.02 The following field staff and anticipated duration is assumed as follows:

- The Construction Supervisor will visit the sites and attend Progress Meetings as needed to provide quality control review of all documents to ensure that all information is provided by the contractor and that federal funding reimbursement is ensured. The Construction Supervisor will also address any issues and concerns that the Resident Engineer will need assistance on, and all communication needed with the

Town is ongoing throughout construction.

- One (1) full time Resident Engineer and it is anticipated that a total duration of field inspection for the Resident Engineer (RE) is 4 months. It is assumed that the RE will work an average of 45 hours/week. Total Estimated field hours is 4 months x 4.33weeks/month x 45 hours/week = 780 hours.

TOTAL COST

Enclosed is our cost estimate to provide all the services stated herein. GPI can perform the above scope of work for a not to exceed fee of $135,216.00. Invoices will be sent to the Town monthly, along with backup documentation.

GPI appreciates the opportunity to provide supplemental engineering services as part of the original contract for this project. If you have any questions, please contact me.

Authorization:

Mollie A. Collins
Town of Rotterdam

5/13/2022
Date

Sincerely,

GPI/GREENMAN-PEDERSEN, INC.

Fred C. Mastroianni
Fred C. Mastroianni, PE
Vice President | Project Director

RESOLUTION NO. 77.20

WHEREAS, a tree field survey must be conducted to delineate the clearing limits for the Sartoli Avenue and Kings Road Drainage Improvements, Roadway Reconstruction and New Water System on Sartoli Avenue project; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam is hereby authorized to execute a change order with Greenman Pedersen, Inc. (GPI), located at 80 Wolf Road, Suite 300, Albany, New York 12205, in an amount not to exceed one thousand two hundred and 00/100 dollars ($1;200.00), for a tree survey for the Sartoli Avenue and Kings Road Drainage Improvements, Roadway Reconstruction and New Water System on Sartoli Avenue project.

SECTION 2. This resolution shall become effective February 26, 2020.

DATED: February 26, 2020

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

GPI

Engineering | Design | Planning | Construction Management

January 17, 2020

1st Amendment

Steven Tommasone, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

RE: Sartoli Avenue and Kings Road Drainage Improvements, Roadway Reconstruction and New Water System on Sartoli Avenue, Town of Rotterdam, NY

Dear Mr. Tommasone:

As per the e-mail I sent to you, Mickey Mahar, Kate McGuirl and Larry Lamora on January 15, 2020, the Sartoli Avenue and Kings Road Drainage Improvements will require permits from the Army Corps of Engineers (ACOE) and NYSDEC. We ran an official United States Fish and Wildlife Service (USFWS) Information for Planning, and Consolation (IPAC) report for potential federal endangered species and habitats on the project. The report indicated the potential presence of Northern Long-eared Bat (threatened species) and Karner Blue Butterfly (Endangered species). Further investigation of the Determination Key with the IPAC website determined the tree clearing for the project will not result in any bat impact if the trees are cut in the winter months. The Town of Rotterdam will need to cut the trees on or before March 31st to avoid any potential impacts. Since the permitting is not in place for wetland impacts at this time, the trees in that area will need to be cut but not grubbed to avoid ground disturbance.

A meeting was held with the Town's Highway Superintendent and potential tree clearing contractor to discuss the extent of the tree clearing. Typically, when tree clearing is done by a general contractor, they provide a field survey to their subcontractor to delineate the clearing limits. In speaking with the tree clearing contractor, he does not have the capabilities to perform the survey. As a result, GPI will be providing this service. In our contract with the Town, we did not budget this work.

We are proposing to have our staff provide the survey and mark the clearing limits. We anticipate a total of 10 hours of field work and the total cost is $1,200.00. We also need to coordinate the tree clearing on lands owned by the City of Schenectady and get their permission/approval. This coordination effort will be performed under our current contract. Before the work is done, the Town may want to send a notice to the adjacent property owners indicating that this work will be forthcoming shortly. If the above proposal is acceptable, please sign and date below.

Authorization:

Steven Tommasone, Supervisor

2/26/2020
Date

Sincerely,

GPI/GREENMAN-PEDERSEN, INC.

Fred C. Mastroianni, PE
Vice President | Project Director

RESOLUTION NO. 196.19

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember MILLER-HERRERA,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Supervisor to enter into an agreement with Greenman-Pedersen, Inc., 80 Wolf Road, Suite 300, Albany, New York 12205, for the Sartoli Avenue and Rome Avenue Drainage Improvements, Roadway Reconstruction, and New Water System in an amount not to exceed one hundred three thousand one hundred and 00/100 dollars ($103,100.00).

SECTION 2. This resolution shall become effective June 26, 2019

DATED: June 26, 2019

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

June 14, 2019

Steven Tommasone, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

RE: Sartoli Avenue and Rome Avenue Drainage Improvements, Roadway Reconstruction and New Water System, Town of Rotterdam, NY

Dear Mr. Tommasone

Greenman-Pedersen, Inc. (GPI) performed a drainage study of the existing stormwater collection, conveyance and discharge system in the project area. The study included the watershed area associated with Peter Road, Casilla Road, Bill Road, Fred Road, Davendorf Road, Sherwood Road, Community Road, Highbridge Road and Kings Road and Sartoli Avenue.

The study determined that the stormwater collection system ultimately discharges to the drainage system along Sartoli Avenue and into an adjacent drainage channel located in the nature preserve area. The study concluded that a large Elliptical Pipe should be installed to outlet the upland stormwater and installed down Sartoli Avenue. In addition, an overflow pipe should be provided on a paper street located south of Sartoli Avenue to handle major rainfall events. The study also concluded that a separate drainage system be provided on Sartoli Avenue to handle collection and conveyance of stormwater in this watershed area. In addition, where stormwater is ultimately discharged, the existing drainage channel needs to be re-shaped to handle the flow since over the years, it has been filled in and not maintained. As part of the study, the Town wanted to include a new water system for both Sartoli Avenue and Rome Avenue since the existing homes via individual wells.

A final report was prepared and submitted to the Town, City of Schenectady and Schenectady County for review. The report included Concept Plans of the proposed drainage and water system improvements, along with preliminary cost to construct the improvements. Subsequent discussions were held with the City of Schenectady since they owned the land where the stormwater channel is located, and they were receptive to allowing the Town to perform the necessary work. Discussions were also held with Schenectady County since they own Kings Road, which is a critical part of the existing drainage system. From discussions with Schenectady County, they suggested evaluating and improving the drainage system on Kings Road and include these improvements as part of this project. In addition, it was suggested that the elliptical pipe be moved to the paper street instead of along Sartoli Avenue and make the pipe large enough to eliminate the need for an overflow system. This analysis was not performed to date due to budget limitations.

Additional meetings were held with the Town and Schenectady County and another option was mentioned, which is to outlet the stormwater around the midpoint of Sartoli Avenue and then run it to the drainage Channel. This option would require a permanent easement from the adjacent property to install and maintain the drainage system. In addition, a stormwater detention system should be provided so that the outlet does not create a problem further downstream.

Based upon the previous study findings and discussions with the Town, City of Schenectady and Schenectady County, the following is a detailed scope of design services:

SCOPE OF DESIGN SERVICES

Section 1 – General

1.01 **Project Limits** – The project area shall be from the intersection of Highbridge Road and Kings Road to the intersection of Peter Drive and Kings Road. The limits include Sartoli Avenue, Rome Avenue and the existing drainage channel in the nature preserve area to a point where stormwater will adequately discharge. Along Sartoli Avenue, survey is to include two possible locations at the mid-point of the road and through a private property for out letting of the stormwater pipe.

1.02 **Town's Contract Administrator** – Mr. Steven Tommasone, Supervisor

1.03 **Meetings** – GPI will prepare for and attend meetings as directed by the Town's Contract Administrator. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement;
- Present, discuss, and receive direction on project specifics; and,
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.

1.04 **Progress Reports and Payment Requests** – GPI will prepare Progress Reports on a monthly basis that coincides with the Invoices for that reporting period. The final invoice will not exceed the lump sum fee unless otherwise approved via supplemental agreement by the Town.

1.05 **Subcontractor** – None anticipated.

1.06 **Pavement Cores** – None anticipated.

Section 2 – Data Collection & Analysis

2.01 **Design Survey:**

- Complete an existing survey and provide terrain data (existing features and appurtenances) required for design by means of a topographic field survey and locate all prominent features.
- Conduct all surveys and provide digital terrain data required for design. All final graphical deliverables described in this section shall be provided both on paper media and digitally in 'CADD' format.
- Utilize benchmarks based upon the State Plane Coordinate System based on North American Datum of 1983 for Horizontal Control.
- Utilize any control points established by the County.
- Collect survey data along the entire project corridor to consist of but not be limited to contours, edge of road, utility poles, drainage features, piping, control benchmarks, fixed objects, such as trees, drainage channels, vegetation coverage areas, and establish ground control. Stream alignment will be captured, and cross sections will be taken every 100'.
- Locate the highway boundary lines and property lines within the survey band width, which is 60 feet along the roadways and the paper street. Perform a deed research as needed to determine ownership and width of the right of way along the roadways and width/ownership of the paper street.
- A map showing the extent of the survey is provided with this scope of services.

2.02 **Design Mapping** – GPI will provide the following design mapping:

- Provide 1" = 40' scale mapping (half size) within the project limits.
- Locate all planimetric features with the survey limits noted under Section 2.01.
- Spot elevations at critical areas will be shown.
- Existing highway boundary and property lines.
- Locate above ground utilities.
- Below ground utilities will be mapped if present based upon field demarcation and/or information provided by the utility owners.

Section 3 – Preliminary Design

3.01 **Hydraulic Analysis** – A drainage analysis will be performed to consider discharging the stormwater as per the other options. A design memo will be prepared and forwarded to the Town and Schenectady County for review and comment. At this point, a decision will be made to where the stormwater will ultimately discharge.

3.02 **Preliminary Plans and Cost Estimate** –will prepare the following drawings:

- 1" =40' scale plans showing (as a minimum) stationed centerlines; roadway geometrics; details associated with the road improvements including typical sections, new drainage system improvements, new water system improvements, any retention or detention stormwater facilities and limits of earthwork;
- 1" =40' Horiz. /1"-8' Vert. scale plans showing existing profile, proposed profile, any utility crossings and drainage and water system improvements along Kings Road, Sartoli Avenue and Rome Avenue;
- Profile of the drainage channel where stormwater will outlet; and,
- Provide a preliminary cost estimate for the proposed improvements.

3.03 **Advisory Agency Review** – GPI will forward the preliminary plans to Schenectady County, City of Schenectady, and any other agency for review and comment. GPI will address any comments received on the project from these agencies.

3.04 **Permits and Approvals** – It is anticipated since the drainage channel is located within a nature preserve area, approvals will be needed from them, along with the City of Schenectady and Schenectady County. The project proposes to discharge into an unnamed stream that is tributary to the Lisha Kill. The drainage study also indicated the presence of State and Federal wetlands in or adjacent to the project area. GPI will complete an evaluation of the site to determine the absence/presence of federal and State regulated wetlands. The wetland evaluation will follow the guidelines outlined in the Corps of Engineers Wetland Delineation Manual (1987). Coordination with NYSDEC and ACOE will be required for the appropriate permits needed for the project.

GPI will complete a search of the NYSDEC Wildlife Resource Center and U.S. Fish and Wildlife databases to determine if the project will affect any rare, endangered, or threatened species. During the wetlands delineation, our field biologist will also complete a review for rare, endangered, or threatened species to verify the documentation received from the NYSDEC Wildlife Resource Center and U.S. Fish and Wildlife databases.

It is anticipated that the total area of disturbance will exceed the NYSDEC 1-acre threshold and, therefore, the project will require the preparation of a Stormwater Pollution Prevention Plan (SWPPP). GPI will prepare a SWPPP and report in accordance with the requirements of NYSDEC SPDES General Permit GP-0-15-002. The Report will describe the analysis completed and our findings. Supplemental information required by the New York State Storm Water Management Design Manual will be included in the appendices and will include, but may not be limited to, existing and proposed drainage conditions mapping, the Notice of Intent (NOI), a Notice of Termination (NOT), Contractor Certification form, and system inspection and maintenance requirements. At this time, it is not expected geotechnical investigation is required.

Additionally, there are several aerial utilities in the project area however it is anticipated that none will require relocation during construction. If this is determined necessary, GPI will assist the Town in preparing the relocation agreements with utility companies.

3.05 **SEQRA** – GPI will perform environmental screenings of the project area and coordinate with required involved and interested agencies. This project will likely be considered a Type I and a full Environmental

Assessment Form (EAF) will be prepared along with supporting documentation. It is assumed that the Town will be determined the lead agency and that an Environmental Impact Statement will not be required.

Section 4 – Final Design

GPI will develop final design plans, specifications, estimate, and submit for review and approval. GPI will modify the design to reflect the any comments from the Town, City,County and permit agencies and finalize the plans for bidding. Final Plans are anticipated to consist of the following Drawings:

- Cover Sheet
- Existing Conditions
- Layout Plans
- Utility Plans
- Erosion and Sediment Control Plans
- Profiles and Typical Sections
- Site Details
- Water System Details
- Final Cost Estimate

Section 5 – Contract Documents

GPI will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders;
- Bid documents;
- Contract language, including applicable prevailing wage rates;
- Special notes;
- Specifications;
- Plans;
- SWPPP; and,
- Other pertinent information.

GPI will submit two (2) copies of the contract documents to the Town for approval.

Section 6 – Water District Extension

6.01 Since a new water line is to be provided along Sartoli Avenue and Rome Avenue, GPI will prepare a revised water district mapping showing an extension of the existing district. GPI will prepare a design and technical report to meet the County Health Department's requirements for water system improvements and NYSDEC requirements for water district extensions. GPI will prepare the required descriptions and mapping to facilitate the district extension.

6.02 General hydraulic characteristics of the proposed line extensions will be run to verify adequate flow and pressure in the line extensions based on head loss flow calculations. Selected hydrant flow testing may be required unless current flow data is available.

6.03 GPI will perform up to two hydrant flow tests to estimate the hydraulic capabilities of the existing water mains to be extended along Sartoli and Rome Avenues. This information will be used in the limited evaluation of the current water system.

Section 7 – Advertisement, Bid Opening and Award

7.01 Advertisement and Bidding – GPI will prepare all bid documents on compact disk to the Town and the County will advertise the project. GPI will interpret plans and specification inquires by prospective bidders and issue contract addenda, if required.

7.02 **Bid Opening (Letting)** – The Town will hold the public bid opening and GPI will be present. It is assumed that a pre-bid meeting will not be required.

7.03 **Award** – The Town will forward all bids and GPI will analyze and tabulate the bid results. The analysis will include:

- Verifying the low bidder;
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.);
- Breaking the low bid into fiscal shares, if necessary;
- Determining whether the low bid is unbalanced; and
- Determining whether the low bidder is qualified to perform the work.

GPI will make a recommendation as to which contractor is the lowest responsible bidder. The Town will award the contract.

Section 8 – Right of Way

8.01 At this point since impact on right of way is not known, it is assumed that no right-of-way work shall be performed. One option will require the need for a permanent easement and the cost of providing a map is included herein.

Section 9 – Construction Support Services – If requested by the Town, GPI can provide this service under a supplemental agreement.

Section 10 – Construction Inspection Services – If requested by the Town, GPI can provide this service under a supplemental agreement.

TOTAL COST

GPI can perform the above scope of work for a not to exceed fee of $103,100.00. Invoices shall be sent to the Town on a monthly basis along with backup documentation. Backup documentation related to the engineering cost is provided. Additional engineering and construction phase services, beyond the scope of the requested work, can be provided at the request of the client at an agreed upon rate.

GPI appreciates the opportunity to provide supplemental engineering services as part of the original contract for this project. If you have any questions, please call or e-mail me.

Authorization:

Steven Tommasone, Supervisor

6-26-2019
Date

Sincerely,

GPI/GREENMAN-PEDERSEN, INC.

Fred C. Mastroianni, PE
Vice President | Project Director

RESOLUTION NO. 349.24

TO AUTHORIZE AN INTERMUNICIPAL AGREEMENT WITH ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA BOARD OF COOPERATIVE EDUCATIONAL SERVICES ("BOCES")

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 intermunicipal agreement with Albany-Schoharie-Schenectady-Saratoga Board of Cooperative Educational Services ("BOCES"), located at 900 Watervliet Shaker Road, Albany, New York 12205, to provide Actuarial Services to the Town pursuant to GML §119-n, in accordance to the terms and conditions set forth in said agreement.

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: August 22, 2024

TO: Supervisor's Office

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: Renew 5 year Intermunicipal Agreement with Albany-Schoharie-Schenectady-Saratoga Board of Cooperative Educational Services ("BOCES")

TOWN BOARD MEETING: September 11, 2024

Background Information: BOCES provides actuarial services to the Town to present GASB 75 valuation, which is required every 2 years under Government Auditing Standards Board, as well as interim GASB 75 valuation every 2 years. These reports are rotated on annual basis so a full valuation is done on the year following an interim valuation.

Recommendation(s): To renew the intermunicipal agreement with BOCES

Attachment/Document(s): Intermunicipal Agreement

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

INTERMUNICIPAL AGREEMENT

This **INTERMUNICIPAL AGREEMENT** ("Agreement") is entered into by and between the **ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA BOARD OF COOPERATIVE EDUCATIONAL SERVICES**, whose administrative office are located at 900 Watervliet Shaker Road, Albany, New York 12205 (hereinafter also referred to as the "**Capital Region BOCES" or "BOCES"**), and the **Town of Rotterdam**, whose administrative offices are located at 1100 Sunrise Blvd. Rotterdam, NY 12306 (hereinafter also referred to as the "**Town**"). **BOCES** and the **Town** are also each referred to herein individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Article 5–G of the New York State's General Municipal Law ("GML") provides the authority for "municipal corporations" to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, **BOCES** and the **Town** each is a "municipal corporation" as that term is defined by GML §119-n(a); and

WHEREAS, the Boards of Education of **BOCES** and the **TOWN** have determined that it is in the mutual best interests of their respective municipal corporations, as well as the best interests of their common taxpayers and constituents, to share public resources in accordance with the terms of this Agreement; and

WHEREAS, the Boards of Education of both **BOCES** and **TOWN** have duly adopted resolutions approving this Agreement and authorizing its execution by the undersigned officers;

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, **BOCES** and **TOWN** hereto hereby agree as follows:

ARTICLE I
PURPOSE AND GENERAL PROVISIONS

1. Nature and Scope of Intermunicipal Cooperation

The purpose of this Agreement is for the **BOCES** to provide Actuarial Services to the **TOWN** pursuant to GML §119-n. Actuarial Services include:

- Full GASB 75 Valuation every two years. Actuaries will draft this Full GASB 75 Valuation report using a complete census of active employees, retirees, and surviving spouses in combination with the current year's annual payroll amounts and annual retiree benefit payment to calculate OPEB liabilities.

- Interim GASB 75 Reports every two years (off years from Full Valuation) Actuaries will draft this Roll Forward/Interim GASB 75 report using the previous year's census in combination with the mathematical estimates and the current year's updated payroll amounts and updated annual retiree benefit payment to calculate the OPEB liability.

2. Duty of Good Faith – Compliance With Policies/ Rules, etc.

Both **BOCES** and **TOWN** agree to act reasonably and in good faith in accomplishing the intent and purpose of this Agreement. Further, **BOCES** and **TOWN** agree that each of them and their respective officers, employees, servants and/or agents shall cooperate with each other and comply with the reasonable and lawful policies, rules and regulations of the other Party with respect to their obligations under this Agreement.

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3. Shared "Services"

a. Except as otherwise explicitly provided by this Agreement, the **BOCES** employees providing the Services shall remain under the full supervision and control of the **BOCES**.

b. Each Party shall remain fully responsible for employment matters relating to its own respective officers, employees, servants and/or agents, including but not limited to compensation, liability, insurance, employment benefits, and Workers' Compensation.

4. Payment/Reimbursement

a. The **TOWN** shall be billed annually for actuarial services per the signed proposal that correlates to the fiscal year the work is being completed.

ARTICLE II
TERM AND TERMINATION

1. The Term

This term this Agreement shall commence July 1, 2024, and shall continue until either party sends written request for termination.

2. Termination Without Cause, Upon Due Notice

Either Party may terminate this Agreement, at any time, for any reason, by providing sixty (60) days written notice to the other Party. However, either party may require the other party to continue to provide services under this Agreement through the end of the fiscal year in which services are terminated.

3. Termination for Cause

Either Party may immediately terminate this Agreement, for "*cause*," upon delivering written notice of termination to the other Party. *Cause* shall include a material breach of this Agreement which has not been cured by the other Party after receipt of reasonable notice to the other Party of the breach. *Cause* shall also include circumstances in which a Party's continued performance or non-performance under this Agreement poses an imminent risk of harm or liability to the other Party.

ARTICLE VII
MISCELLANEOUS PROVISIONS

1. Agreement Terms to be Exclusive

This Agreement contains the sole and entire understanding between the parties regarding the subject matter set forth herein and supersedes any and all other agreements (written or oral) between the parties regarding the subject matter set forth herein. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representations inducing the execution and delivery hereof, except such representations as are specifically set forth herein. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect, and that neither of them has relied thereon in connection with its dealings with the other.

2. Waiver or Modification Ineffective Unless in Writing

It is further agreed that no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith, and that no evidence of any waiver or modification shall be offered or received in evidence in any legal action or proceeding, between the parties hereto arising out of or pertaining to this Agreement, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this Section may not be waived except as herein set forth.

3. Interpretation

The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party, regardless of who drafted it.

4. Severability

All provisions contained in this Agreement are severable. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement; rather, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall, for any reason, be held to be excessively broad as to time, duration, geographical scope, activity, or subject, this Agreement shall be construed, by limitation and reduction thereof, so as to be enforceable to the extent compatible with applicable law as such law shall then appear.

5. Exclusive Application

Nothing in this Agreement is intended to, nor shall be construed to confer upon, or to give to, any person, firm, or corporation, other than the parties hereto, any right, remedy, or claim under or by any reason of this Agreement. All terms and conditions in this Agreement shall be for the sole and exclusive benefit of the parties hereto.

6. Independent Contractors

The parties are independent contractors and are not partners, joint venturers, principal and agent, or any other similar relationship, and neither shall have the power or authority to bind or create liability for the other by its intentional or negligent act or omission. Further, parties agree that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by either part on behalf of any of the other Party's officers, employees, servants and/or agents.

7. Survival

It is expressly agreed and understood by the parties that all covenants, warranties, and representations made by them herein, shall be relied on by the other Party and shall survive the execution of this Agreement.

8. No Assignment

This Agreement may not be assigned by either Party.

9. Approval and Execution

Each of the undersigned individuals warrants, upon signing this Agreement, that s/he is duly authorized to enter into this Agreement on behalf of **Capital Region BOCES** and the **Town of Rotterdam**, respectively.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA BOARD OF COOPERATIVE EDUCATIONAL SERVICES

By: _____

Title: _____

Date: _____

TOWN OF ROTTERDAM

By: _____

Title: _____

Date: _____

[Acknowledgment of Signatures on Next Page]

STATE OF NEW YORK)
COUNTY OF) ss.:

On this _____ day of _____2024, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in, and who executed the foregoing instrument, and acknowledged to me that s/he did so on behalf of the **ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA BOARD OF COOPERATIVE EDUCATIONAL SERVICES**.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF) ss.:

On this _____ day of _____2024, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in, and who executed the foregoing instrument, and acknowledged to me that s/he did so on behalf of the **TOWN OF ROTTERDAM**
.

_____
Notary Public

RESOLUTION NO. 350.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH MARSHALL AND STERLING INC./MARSHALL AND STERLING ADMINISTRATIVE SERVICES

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 agreement with Marshall & Sterling, Inc./Marshall & Sterling Administrative Services for employee benefits insurance broker, agent and consulting services, in accordance to the terms and conditions set forth in said agreement.

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: August 22, 2024

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: Enter into Business Associate Agreement with Marshall and Sterling Employee Benefits for broker, agent and consulting services

TOWN BOARD MEETING: September 11, 2024

Background Information: Town is looking to expand services offered for employee benefits and has found that Marshall & Sterling offered a more comprehensive service package that will better fit our needs.

Attachment/Document(s): Marshall & Sterling Business Associate Agreement

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Business Associate Agreement

This Agreement is made and entered into this __ day of September, 2024, by and between **Town of Rotterdam** ("**The Town of Rotterdam** ") and **Marshall & Sterling, Inc./Marshall & Sterling Administrative Services** ("**Marshall & Sterling Employee Benefits**") (collectively, the "Parties").

The Town of Rotterdam has entered into an agreement with **Marshall & Sterling Employee Benefits** for broker, agent and consulting services; and

Marshall & Sterling Employee Benefits acknowledges that it is a "Business Associate" of **The Town of Rotterdam** as those terms are defined by the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164) ("HIPAA").

In Consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. **Definitions**. Capitalized terms in this Agreement and not otherwise defined herein shall have the meanings set forth in HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), which definitions are hereby incorporated by reference.

2. **Obligations and Activities of Marshall & Sterling Employee Benefits.**

   2.1. **Marshall & Sterling Employee Benefits** agrees to use or disclose Protected Health Information ("PHI") received from or on behalf of **The Town of Rotterdam** or created for **The Town of Rotterdam** only as permitted or required by this Agreement, as required by law, or for **Marshall & Sterling Employee Benefits** internal management and compliance purposes.

   2.2. **Marshall & Sterling Employee Benefits** agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards to protect the privacy of the PHI other than as provided for by this Agreement. The safeguards must reasonably protect PHI 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 Agreement.

   2.3. **Marshall & Sterling Employee Benefits** agrees to 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 PHI that **Marshall & Sterling Employee Benefits** creates, receives, maintains, or transmits on **The Town of Rotterdam 's** behalf. **Marshall & Sterling Employee**

Benefits will also implement the technologies and methodologies used to render the electronic PHI that it creates, receives, maintains, or transmits on behalf of **The Town of Rotterdam** unusable, unreadable, or indecipherable to unauthorized individuals as required by the HITECH Act and the Department of Health and Human Services ("HHS").

2.4. **Marshall & Sterling Employee Benefits** agrees to mitigate, to the extent practicable, any harmful effect that is known to **Marshall & Sterling Employee Benefits** of a use or disclosure of PHI by **Marshall & Sterling Employee Benefits** in violation of the requirements of this Agreement.

2.5. **Marshall & Sterling Employee Benefits** agrees to report to **The Town of Rotterdam** , any use or disclosure of PHI not provided for by this Agreement of which it becomes aware not more than thirty (30) calendar days after **Marshall & Sterling Employee Benefits** discovers such non-permitted use or disclosure.

2.6. **Marshall & Sterling Employee Benefits** agrees to report to **The Town of Rotterdam** the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy electronic PHI or to interfere with system operations in an information system containing electronic PHI, including pings. Such reports will be provided once per month, on or before the 10th calendar day of such month. **Marshall & Sterling Employee Benefits** will report to **The Town of Rotterdam** any successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI or any successful interference with system operations in an information system containing electronic PHI, in writing, as soon as feasible.

2.7. **Marshall & Sterling Employee Benefits** agrees to provide notification to **The Town of Rotterdam** of any potential Breach of Unsecured PHI no later than thirty (30) days after the discovery of such potential Breach by **Marshall & Sterling Employee Benefits**, unless a delay is allowed under applicable law. Breach is defined as the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. **Marshall & Sterling Employee Benefits** shall treat a potential Breach as being discovered in accordance with 45 CFR § 164.410. The notification shall consist of the following: (i) A brief description of the breach, including the date of the breach and the date of discovery; (ii) Identify the types of PHI that were involved in the breach; (iii) Identify who made the non-permitted use or disclosure and who received it; (iv) Identify what corrective action has been taken; and (v) Provide such other information, including a written report and risk assessment under 45 CFR § 164.402, as **The Town of Rotterdam** may request.

2.8. **Marshall & Sterling Employee Benefits** agrees to ensure that any agent, including a subcontractor, to whom it provides PHI, received from, or created or received by **Marshall & Sterling Employee Benefits** on behalf of **The Town of Rotterdam** , agrees

to the same restrictions and conditions that apply through this Agreement to **Marshall & Sterling Employee Benefits** with respect to such information. Moreover, **Marshall & Sterling Employee Benefits** shall ensure that any such agency or subcontractor agrees to implement reasonable and appropriate safeguards to protect the member's PHI.

2.9. **Marshall & Sterling Employee Benefits** agrees to provide access, at the written request of **The Town of Rotterdam** , and in the time and manner mutually agreed by the parties or designated by the Secretary, to PHI in a Designated Record Set in **Marshall & Sterling Employee Benefits**' custody or control, to **The Town of Rotterdam** or, as directed by **The Town of Rotterdam** , to an Individual or the Individual's designee, in order to meet the requirements under 45 C.F.R. § 164.524. Effective September 23, 2013, if **The Town of Rotterdam** requests an electronic copy of PHI that is maintained electronically in a Designated Record Set in **Marshall & Sterling Employee Benefits**' custody or control, **Marshall & Sterling Employee Benefits** will provide an electronic copy in the form and format specified by **The Town of Rotterdam** if it is readily producible in such format; if it is not readily producible, **Marshall & Sterling Employee Benefits** will work with **The Town of Rotterdam** to determine an alternative form and format that enable **The Town of Rotterdam** to meet its electronic access obligations under 45 CFR § 164.524.

2.10. **Marshall & Sterling Employee Benefits** agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 162.526 at the request of **The Town of Rotterdam** or an Individual, and in the time and manner mutually agreed by the parties or designated by the Secretary.

2.11. **Marshall & Sterling Employee Benefits** agrees not to receive, directly or indirectly, remuneration in exchange for any PHI of an Individual unless **The Town of Rotterdam** received valid authorization from the Individual or unless an exception under HIPAA or the HITECH Act applies.

2.12. **Marshall & Sterling Employee Benefits** agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by **Marshall & Sterling Employee Benefits** on behalf of **The Town of Rotterdam** , available to **The Town of Rotterdam** , or to the Secretary, in a time and manner mutually agreed by the parties or designated by the Secretary, for purposes of the Secretary determining **The Town of Rotterdam** 's compliance with the Security and Privacy Rules.

2.13. **Marshall & Sterling Employee Benefits** agrees to document such disclosures of PHI and information related to such disclosures as would be required for **The Town of Rotterdam** to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

2.14. **Marshall & Sterling Employee Benefits** agrees to provide to **The Town of Rotterdam** or an Individual member, in a time and manner mutually acceptable to the parties, information collected in accordance with this Agreement, to permit **The Town of Rotterdam** to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

2.15. In the event that **Marshall & Sterling Employee Benefits** transmits or receives any Covered Electronic Transactions on behalf of **The Town of Rotterdam** , it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent required by law, and shall ensure that any agents that assist **Marshall & Sterling Employee Benefits** in conducting Covered Electronic Transactions on behalf of **The Town of Rotterdam** agree in writing to comply with the Standards for Electronic Transactions Rule to the extent required by law.

3. **Permitted Uses and Disclosures by Marshall & Sterling Employee Benefits.** Except as otherwise limited in this Agreement, **Marshall & Sterling Employee Benefits** may use or disclose PHI to perform functions, activities, or services for, or on behalf of **The Town of Rotterdam** , provided that such use or disclosure would not violate the Security and Privacy Rules if done by **The Town of Rotterdam** including the minimum necessary requirements thereto.

3.1. Except as otherwise limited in this Agreement, **Marshall & Sterling Employee Benefits** may use PHI for the proper management and administration of **Marshall & Sterling Employee Benefits** or to carry out the legal responsibilities of **Marshall & Sterling Employee Benefits**.

3.2. Except as otherwise limited in this Agreement, **Marshall & Sterling Employee Benefits** may use or disclose PHI to perform functions, activities, or securities for, or on behalf of **The Town of Rotterdam** as specified in the Administrative Services Agreement to which this Business Associate Agreement is attached, provided that such use or disclosure would not violate the Security and Privacy Rules if done by **The Town of Rotterdam** , or the minimum necessary policies and procedures of the Covered Entity.

3.3. Except as otherwise limited in this Agreement, **Marshall & Sterling Employee Benefits** may use PHI to provide administrative services to **The Town of Rotterdam** as permitted by 45 C.F.R. § 164.504(e)(2)(i)(A).

3.4. Except as otherwise limited in this Agreement, **Marshall & Sterling Employee Benefits** may disclose PHI for the proper management and administration of **Marshall & Sterling Employee Benefits**, provided that disclosures are Required by Law, or **Marshall & Sterling Employee Benefits** obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies **Marshall & Sterling Employee**

Benefits of any instances of which it is aware in which the confidentiality of the information has been breached.

3.5. Except as otherwise limited in this Agreement, **Marshall & Sterling Employee Benefits** may use PHI to provide Data Aggregation services to **The Town of Rotterdam** as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

3.6. **Marshall & Sterling Employee Benefits** may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Obligations of The Town of Rotterdam . Upon request, **The Town of Rotterdam** shall provide **Marshall & Sterling Employee Benefits** with a copy of its Notice of Privacy Practices and Restrictions:

4.1. **The Town of Rotterdam** shall notify **Marshall & Sterling Employee Benefits** of any limitations in the Notice of Privacy Practices of **The Town of Rotterdam** in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect **Marshall & Sterling Employee Benefits**' use or disclosure of PHI.

4.2. **The Town of Rotterdam** shall notify **Marshall & Sterling Employee Benefits** of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect **Marshall & Sterling Employee Benefits**' use or disclosure of PHI.

4.3. **The Town of Rotterdam** shall notify **Marshall & Sterling Employee Benefits** of any restriction to the use or disclosure of PHI that **The Town of Rotterdam** has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect **Marshall & Sterling Employee Benefits** use or disclosure of PHI.

5. Permissible Requests by The Town of Rotterdam . Except as otherwise permitted by this Agreement, **The Town of Rotterdam** shall not request **Marshall & Sterling Employee Benefits** to use or disclose PHI in any manner that would not be permissible under the Security and Privacy Rules if done by **The Town of Rotterdam** , except that **Marshall & Sterling Employee Benefits** may use or disclose PHI for Data Aggregation, or management and administrative activities of **Marshall & Sterling Employee Benefits** as further specified herein and in the Administrative Services Agreement to which this Business Associate Agreement is attached.

6. Term and Termination.

6.1. **Term.** The Term of this Agreement shall be effective upon execution of this Agreement by both parties, and shall terminate when all of the PHI provided by **The Town of Rotterdam** to **Marshall & Sterling Employee Benefits**, or created or received by **Marshall & Sterling Employee Benefits** on behalf of **The Town of Rotterdam** , is destroyed or returned to **The Town of Rotterdam** or, if it is infeasible to return or

destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2. Termination for Cause. Upon **The Town of Rotterdam 's** knowledge of a material breach of any provision of this Agreement by **Marshall & Sterling Employee Benefits**, **The Town of Rotterdam** shall either:

6.2.1. Provide an opportunity for **Marshall & Sterling Employee Benefits** to cure the breach or end the violation and terminate this Agreement if **Marshall & Sterling Employee Benefits** does not cure the breach or end the violation within the time specified by **The Town of Rotterdam** ;

6.2.2. Immediately terminate this Agreement if **Marshall & Sterling Employee Benefits** has breached a material term of this Agreement and cure is not possible; or

6.2.3. If neither termination nor cure is feasible, **The Town of Rotterdam** shall report the violation to the Secretary.

6.3. Effect of Termination.

6.3.1. Except as provided in the following paragraph, upon termination of this Agreement, for any reason, **Marshall & Sterling Employee Benefits** shall return or destroy all PHI received from **The Town of Rotterdam** , or created or received by **Marshall & Sterling Employee Benefits** on behalf of **The Town of Rotterdam** . This provision shall apply to PHI that is in the possession of subcontractors or agents of **Marshall & Sterling Employee Benefits**. **Marshall & Sterling Employee Benefits** shall retain no copies of the PHI.

6.3.2. In the event that **Marshall & Sterling Employee Benefits** determines that returning or destroying the PHI is infeasible, **Marshall & Sterling Employee Benefits** shall provide to **The Town of Rotterdam** notification of the conditions that make return or destruction infeasible. **Marshall & Sterling Employee Benefits** 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 **Marshall & Sterling Employee Benefits** maintains such PHI.

7. Legal Actions.

7.1. Response to Subpoenas. In the event that **Marshall & Sterling Employee Benefits** receives a subpoena (or similar notice or request) from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to, any unauthorized use or disclosure of PHI or any failure in **Marshall & Sterling Employee Benefits**' security measures, **The Town of Rotterdam** shall

promptly forward a copy of such subpoena **The Town of Rotterdam** and afford **The Town of Rotterdam** the opportunity to be a part of the decision making with regard to the subpoena including but not limited to responding to the subpoena.

7.2. Indemnity.

7.2.1. **Marshall & Sterling Employee Benefits** will indemnify and hold harmless **The Town of Rotterdam** and any member affiliate, trustee, officer, director, employee, volunteer or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any unauthorized use or disclosure of PHI or any failure in security measures affecting PHI or any other breach of the terms of this Agreement by **Marshall & Sterling Employee Benefits** or any person or entity under **Marshall & Sterling Employee Benefits**' control.

7.2.2. **The Town of Rotterdam** will indemnify and hold harmless **Marshall & Sterling Employee Benefits** and any **Marshall & Sterling Employee Benefits** affiliate, trustee, officer, director, employee, volunteer or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any unauthorized use or disclosure of PHI or any failure in security measures affecting PHI or any other breach of the terms of this Agreement by **The Town of Rotterdam** or any person or entity under **The Town of Rotterdam 's** control.

7.3. Right to Tender or Undertake Defense.

7.3.1. If **The Town of Rotterdam** is named a party in any judicial, administrative or other proceeding arising out of or in connection with any unauthorized use or disclosure of PHI or any failure in **Marshall & Sterling Employee Benefits**' security or privacy measures affecting PHI, electronic PHI, or any other breach of the terms of this Agreement by (1) **Marshall & Sterling Employee Benefits**, (2) any person or entity under **Marshall & Sterling Employee Benefits**' control, or (3) its subcontractors or agents, **The Town of Rotterdam** will have the option at any time either (1) to tender their defense to **Marshall & Sterling Employee Benefits**, in which case **Marshall & Sterling Employee Benefits** will provide qualified attorneys to represent **The Town of Rotterdam 's** interests at **Marshall & Sterling Employee Benefits**' expense, or (2) undertake their own defense, choosing the attorneys, consultants and other appropriate professionals to represent their interests, in which case **Marshall & Sterling Employee Benefits** will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants and other professionals.

7.3.2. If **Marshall & Sterling Employee Benefits** is named a party in any judicial, administrative or other proceeding arising out of or in connection with any unauthorized use or disclosure of PHI or any failure in **The Town of Rotterdam 's** security or privacy measures affecting PHI, electronic PHI, or any other breach of the terms of this Agreement by (1) **The Town of Rotterdam** , (2) any person or entity under **The Town of Rotterdam 's** control, or (3) **The Town of Rotterdam 's** subcontractors or agents, **Marshall & Sterling Employee Benefits** will have the option at any time either (1) to tender its defense to **The Town of Rotterdam** , in which case **The Town of Rotterdam** will provide qualified attorneys to represent **Marshall & Sterling Employee Benefits**' interests at **The Town of Rotterdam 's** expense, or (2) undertake its own defense, choosing the attorneys, consultants and other appropriate professionals to represent its interests, in which case **The Town of Rotterdam** will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants and other professionals.

7.4. Right to Control Resolution. The Town of Rotterdam will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against them, notwithstanding that **The Town of Rotterdam** may have tendered their defense to **Marshall & Sterling Employee Benefits**. Any such resolution shall not relieve **Marshall & Sterling Employee Benefits** of its obligation to indemnify **The Town of Rotterdam** .

8. General Provisions.

8.1. Regulatory References. A reference in this Agreement to a section in the Security and Privacy Rules means the section as in effect or as amended.

8.2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for **The Town of Rotterdam** to comply with the requirements of the Security and Privacy Rules, HIPAA and the HITECH Act.

8.3. Survival. The respective rights and obligations of **Marshall & Sterling Employee Benefits** under this Agreement shall survive the termination of this Agreement.

8.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit **The Town of Rotterdam** to comply with the Security and Privacy Rules.

8.5. No Third-Parties. Nothing express or implied in this Agreement is intended to confer, nor shall anything in this Agreement confer, upon any person or entity other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

8.6. Conflicts. To the extent that the law of the state in which **The Town of Rotterdam** does business is more stringent than Federal law regarding privacy issues, the law of such state shall control, unless such state law is preempted by the Federal law.

8.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one binding agreement.

The Parties hereto execute this Agreement the date indicated above.

Town of Rotterdam	**Marshall & Sterling, Inc.** **Marshall & Sterling Administrative Services**
By: _____	By: Eric M. Diamond
Title: _____	Title: Vice President, Director of Group Benefits

RESOLUTION NO. 351.24

TO AUTHORIZE THE RELEASE OF IRREVOCABLE LETTER OF CREDIT NUMBER 2020-A-419 ISSUED BY PIONEER BANK FOR BECKERS CROSSING PHASE 4 AND 5

WHEREAS, the Developer of Beckers Crossing Phase 4 and 5 posted a Letter of Credit as a guarantee for the installation of 1.5" Type 7 top course and tack coat for the roadway known as Duff Bambury Court; and

WHEREAS, This work was completed the week of August 26, 2024, and the roadway has been inspected and deemed acceptable; 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 release of Irrevocable Letter of Credit Number 2020-A-419 issued by Pioneer Bank in the amount of fifty-seven thousand two hundred and 00/100 ($57,200.00) dollars.

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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:	September 5, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	Larry Lamora - Highway Superintendent
TITLE OF REQUEST:	Release of Letter of Credit – Beckers Crossing Phase 4 and 5
TOWN BOARD MEETING:	September 11, 2024
Background Information:	The Developer of Beckers Crossing Phase 4 and 5 posted a Letter of Credit as a guarantee for the installation of 1.5" Type 7 top course and tack coat for the roadway known as Duff Bambury Court. This work was completed the week of August 26, 2024.
Evaluation/Analysis:	The roadway has been inspected and deemed acceptable.
Recommendation(s):	The Town Board should authorize the release of Irrevocable Credit Number 2020-A-419 issued by Pioneer Bank to the Town of Rotterdam on August 28, 2020 in the amount of $57,200.
Attachment/Document(s):	Original Letter of Credit dated August 28, 2020 Memo dated September 4, 2024 from Highway Superintendent
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town / Supervisor's Office

TOWN OF ROTTERDAM
MEMO

Date: September 4, 2024

To: Mollie Collins – Town Supervisor

From: Larry Lamora – Highway Superintendent

CC: Peter Comenzo – Town Planner
Diane Marco – Town Clerk

Subject: Letter of Credit Release – Becker's Crossing Phase 4 and 5

Based upon my inspection of the top coat that was placed onto Duff Bamburg Court the week of August 26, 2024, I recommend that the Town Board permit the release of Irrevocable Credit Number 2020-A-419 issued by Pioneer Bank to the Town of Rotterdam on August 28, 2020 in the amount of $57,200.

PIONEER BANK

IRREVOCABLE LETTER OF CREDIT

Date of Issue: August 28, 2020
Expiry: August 28, 2025
652 Albany Shaker Road, Albany,
New York, for presentation.

In favor of **BENEFICIARY:**
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

Re: Irrevocable Letter of Credit 2020-A-419
Becker's Crossing, Section V

To Whom It May Concern:

We hereby establish our Irrevocable Credit No. 2020-A-419 in your favor for the account of T. & B. Builder/Developer, Inc., Inc. up to a total amount of Fifty Seven Thousand Two Hundred and 00/100 Dollars **($57,200.00)**, available by presentation of your drafts on us at sight bearing this credit number accompanied by:

1. The original of this Letter of Credit No. 2020-A-419.

2. Your signed statement, signed by an officer, indicating name and title reading:
" T. & B. Builder/Developer, Inc., has failed to complete the construction at Becker's Crossing Section V, for furnishing and installing of 1.5" Type 7 Top Course and Tack Coat."

It is a condition of this credit that it shall be deemed automatically extended for one (1) year from the present or any future expiration date hereof, not exceeding an aggregate of five (5) years, unless thirty (30) days prior to any such date we shall notify you in writing that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw the full amount of the credit hereunder, against your draft only, without the documentation mentioned herein. In no event shall this Letter of Credit be deemed extended pursuant to this paragraph beyond August 28, 2025 and in no event shall you be entitled to draw on this Letter of Credit solely by reason of our failure to extend this Letter of Credit beyond the expiry date.

[redacted]
652 Albany Shaker Road, Albany, NY 12211
Phone: 518.730.3000
Fax: 518.730.3981
www.pioneerbanking.com
Member FDIC | Equal Housing Lender

Drafts and documents required must be presented at our office, located at 652 Albany Shaker Road, Albany, New York not later than **August 28, 2021** or, if this credit is extended pursuant to the preceding paragraph, on or before the future expiration date applicable by reason of such extension.

This Letter of Credit is not transferable and is not assignable.

We engage with you that drafts presented in conformity with the terms of this Letter of Credit will be duly honored.

Except so far as otherwise expressly stated, this Letter of Credit is subject to and governed by the laws of the State of New York and is subject to the "Uniform Customs and Practice of Documentary Credits" (2007 Revision) International Chamber of Commerce, Publication No. 600.

Very truly yours,
PIONEER BANK

Sandra Dedrick
Commercial Services Officer

652 Albany Shaker Road, Albany, NY 12211
Phone: 518.730.3000
Fax: 518.730.3981
www.pioneerbanking.com
Member FDIC | Equal Housing Lender

RESOLUTION NO. 352.24

TO DECLARE POLICE VEHICLES OBSOLETE AND AUTHORIZE THEM TO BE AUCTIONED

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 declares the following vehicles obsolete and authorizes that it be sold at auction:
2013 Dodge Charger, 125,379 miles (VIN # 2C3CDXAT8DH673823)
2011 Ford Taurus, 119,317 miles (VIN # 1FAHP2EW2BG159089)
2018 Ford Explorer, 147,586 miles (VIN # 1FAHP2MK4JG117455)
2013 Chevrolet Tahoe, 144,106 miles (VIN # 1GNSK2E03DR315679)

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: September 5, 2024

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Declare the following police vehicles obsolete in order to be put up for auction.

2013 Dodge Charger, 125,379 miles (VIN # 2C3CDXAT8DH673823)
2011 Ford Taurus, 119,317 miles (VIN # 1FAHP2EW2BG159089)
2018 Ford Explorer, 147,586 miles (VIN # 1FAHP2MK4JG117455)
2013 Chevrolet Tahoe, 144,106 miles (VIN # 1GNSK2E03DR315679)

TOWN BOARD MEETING: September 11, 2024

Background Information: The above vehicles are in need of significant repair. It is cost prohibitive to invest in repairs due to the vehicles age and mileage.

Evaluation/Analysis: N/A

Recommendation(s): Declare Rotterdam Police Department vehicles obsolete in order to be put up for auction at Collar City Auctions, 9423 Western Turnpike Delanson, NY 12053.

Attachment/Document(s): Memorandum prepared by Sgt. Reilly.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD

RESOLUTION NO. 353.24

TO AUTHORIZE THE SENIOR PLANNER AND TOWN'S CONSULTING ENGINEER TO WORK WITH SWCD, ECOS, TOWN COMMITTEES, AND OTHER VOLUNTEER GROUPS AND INDIVIDUALS TO BEGIN PRELIMINARY DESIGN AND SITE PREPARATION FOR THE POTENTIAL ESTABLISHMENT OF A TRAIL SYSTEM FOR PASSIVE RECREATIONAL USES

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 Senior Planner and Town's Consulting Engineer to work with Schenectady County Soil and Water Conservation District (SWCD), Environmental Clearinghouse of Schenectady (ECOS), Town Committees, and other volunteer groups and individuals to begin preliminary design and site preparation for the potential establishment of a trial system for passive recreational uses and associated parking access area(s), on Town owned land bounded by the Mohawk Hudson Trail, Mabie Lane, Pan Am Railway/State Route 5s, and Scrafford Lane.

SECTION 2. A formal work plan will be presented to the Town Board for discussion and potential action at a later date.

SECTION 3. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: September 5, 2024

TO: Mollie Collins – Town Supervisor

FROM: Peter Comenzo – Senior Planner PC

TITLE OF REQUEST: Preliminary Design and Site Preparation – Rotterdam Preserve

TOWN BOARD MEETING: September 11, 2024

Background Information: The Town has been working with Schenectady County Soil and Water Conservation District (SWCD) and the Environmental Clearinghouse of Schenectady (ECOS) to develop a trail system for passive recreational uses within the boundary of the Town owned lands bounded by the Mohawk Hudson Trail, Mabie Lane, Pan Am Railway/State Route 5s, and Scrafford Lane.

Evaluation/Analysis: The Town currently owns two contiguous parcels in Rotterdam Jct. opposite SI Group, totaling approximately 102 acres. The area is currently used informally by motorized vehicles, including ATV's and the pond used by fisherman and swimmers in the summer. Designation of this property as a passive use preserve and establishment of a formal trail would enhance the recreational opportunities for the Town.

Recommendation(s): The Town Board should authorize the Senior Planner and Town's Consulting Engineer to work with SWCD, ECOS, Town Committees, and other volunteer groups and individuals to begin preliminary design and site preparation activities. This effort would be for the potential establishment of a passive use trail and associated parking access area(s). A formal work plan will be presented to the Town Board for discussion and potential action at a later date.

Attachment/Document(s): Preserve Trail Report

Compliance with Purchasing Policy: N/A

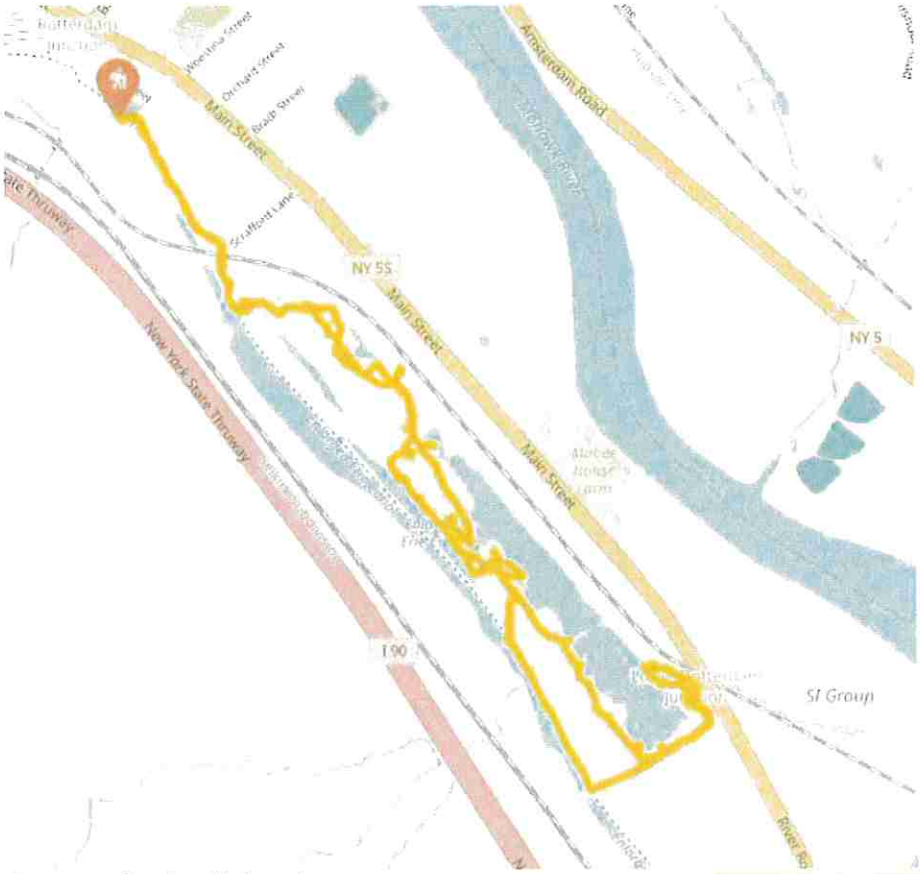
Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Potential Rotterdam Junction Trail System

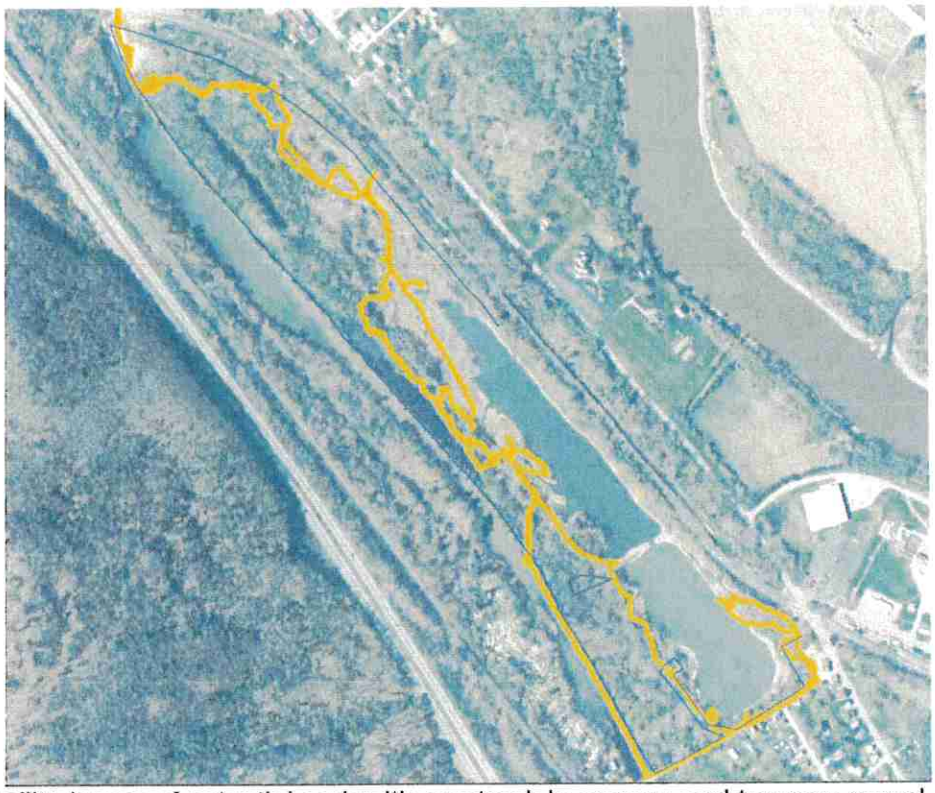
Summary 102 ACRES
A ~~78~~-acre parcel of land owned by the town of Rotterdam is under evaluation to become a town park, with the potential for a trail system. In my judgment, this parcel offers an excellent opportunity for >3 mile trail system amenable to hiking, trail running, mountain biking, and cross-country skiing. An existing network of unofficial trails requires minimal improvements for sustainability, and additional small loops can be created with relative ease.

Location
The parcel of interest is bounded by the Pan-Am Southern railroad line on the east, the Mohawk-Hudson bike path on the west, and Mabie Lane on the south. Small portions of land within the boundaries are owned by Schenectady International and National Grid. This location is shown below, along with a gps track from the author on 12/9/2023.



Open Streets map of potential park

The image below shows the same gps track overlaid on the satellite imagery. Tax map parcel boundaries from simsgis.org are shown in blue (parcel 20.-2-14.1).



Satellite image of potential park with gps track in orange, and tax map parcel boundaries in blue.

General Characterization

Much of the land is a former quarry, and the terrain reflects this topology. Areas are relatively flat, and many sloped areas are terraced. The soil is generally sandy glacial till. The area includes several ponds connected by small streams. The largest pond fills the southeast quadrant of the parcel.

The railroad line sits atop a steep embankment, which extends down to the eastern shore of the large pond. This embankment would make routing trails south or east of the pond impractical

An existing unofficial atv trail spans the entire north-south length of the land with a gap in the center. Strava.com heatmaps indicate that the gap in the center is at times passable, but was underwater on 12/9/2023. Higher ground to the west can be used to make the trails continuous.

Access

The bike path would allow easy access to trails from the west side for bike or foot traffic. Such access trails currently exist at multiple points, with the trail approximately 0.4 mile north of Mabie Road showing the most heavy use.

At the northern end, Scafford Lane allows access to the bike path near the new tunnel under the railroad. A trail exists from the bike path to the northern end of the current atv trail. No parking is available at the end of Scafford Lane. I parked at the Rotterdam Septic Systems site off of Iroquios rd. The Pattersonville parking lot for the bikepath is 2.5 miles to the north.

The railroad embankment prevents any potential access from the east.

Mabie road forms the southern boundary of the parcel between the River Road House at the east and the bike path at the west, except for a gravel road owned by Schectady International, which is blocked by a locked chainlink gate. So there are potential areas for roadside parking and access along the north side of Mabie road. However, numerous No Trespassing signs are present on this land, as well as fire pits and lawn chairs.

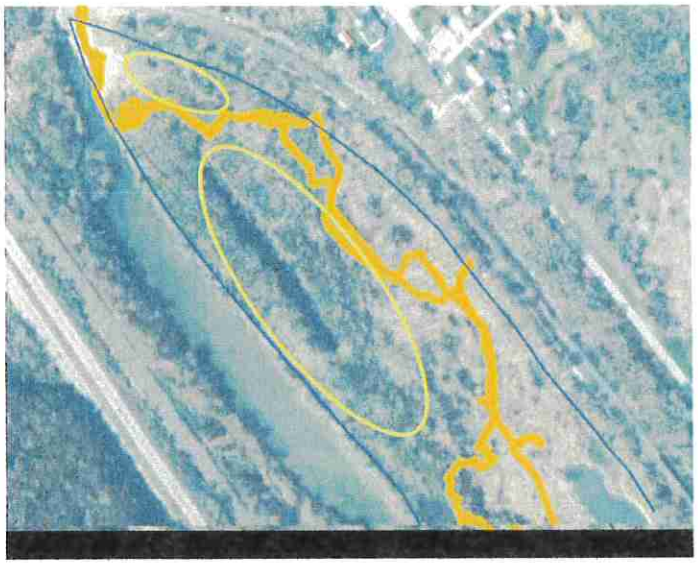
Trail System Vision

A realistic goal for the trail system would be a main north-south trail based on the existing atv trail, with a number of smaller loops off of the main trail. In general, a trail system that allows a continuous route that minimizes out-and-back travel is preferred. More detailed recommendations are described below, dividing the area into thirds.

North End

The northern tip lies in a small valley, with the rail line embankment to the east perhaps 30 feet above the valley floor, and the bike path to the west approximately 10 feet above the floor, with 2 or 3 terraced steps. The existing trail leaves the bike path over a culvert and drops down 2 terraces.

At some points multiple parallel trails currently exist, indicated by separations in the northbound and southbound gps tracks. Potential areas for new trail routing are indicated by the yellow ovals.



Center Third

This area presents the most significant challenge. The existing atv trail has a gap that is currently underwater, indicated by the red circle. Strava heatmaps indicate that this trail is at times passable, but this appears rare. My initial track southward was along the western shore of the pond. I was able to backtrack to the point where I could cross a stream, then head southward on a terrace, then cross another stream to pick up the atv trail again. Bridges would be necessary for these crossings. There are also muddy flat areas that would need to be hardened. However, there may be alternate trail routes in this section on higher ground that would avoid this.

On my subsequent northbound pass, I stayed on the higher ground closer to the bike path. This location would be preferred for trail routing. It is currently filled with thick brush. The turn to the east was really where I got tired of pushing through thorns.

The green circles indicate picturesque locations that serve as focal points for the trails (see attached images)

South End

Heading southbound, I followed the atv trail to the Schenectady International buildings, where the trail ended on the gravel road. I followed the gravel road to Mabie Lane, where the gravel road was completely blocked by a gate. The most natural location for a southern trailhead would be on Mabie Lane just west of the SI road.

I attempted to drop down to the pond, but the steepness of the side slope made travel around the south or east side impossible.

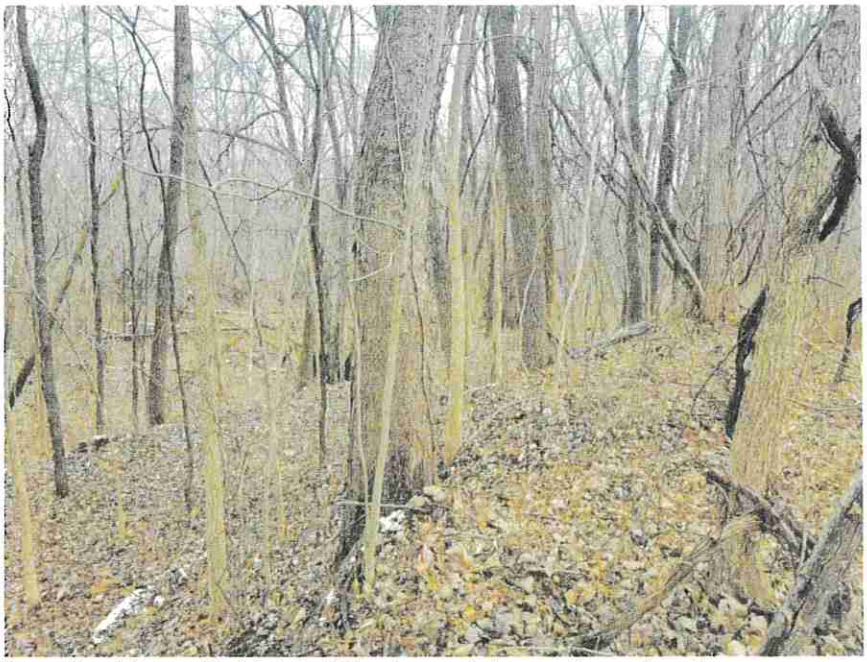
National Grid is currently replacing the utility towers in the area indicated by the red rectangle. This area is currently clear-cut, leaving a thin strip of woods along the pond.

For my northbound route, I followed the bike path to the existing trail entrance.

Photos

Images are shown in approximately chronological order, reflecting the gps track from the northern end to the south, then reversed.

Northern end, viewed from the bike path just south of the tunnel



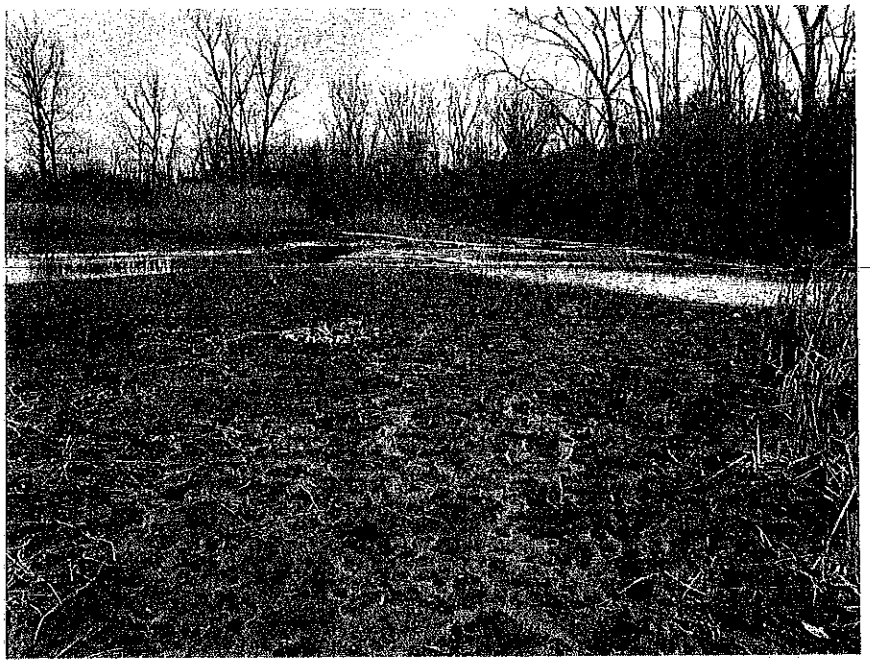
Existing trail from the bike path (right of the image) drops down two terraces.

Existing atv trail

One of many open cleared areas. The railroad runs along the ridge in the background

View of the Glenville ridge to the southeast

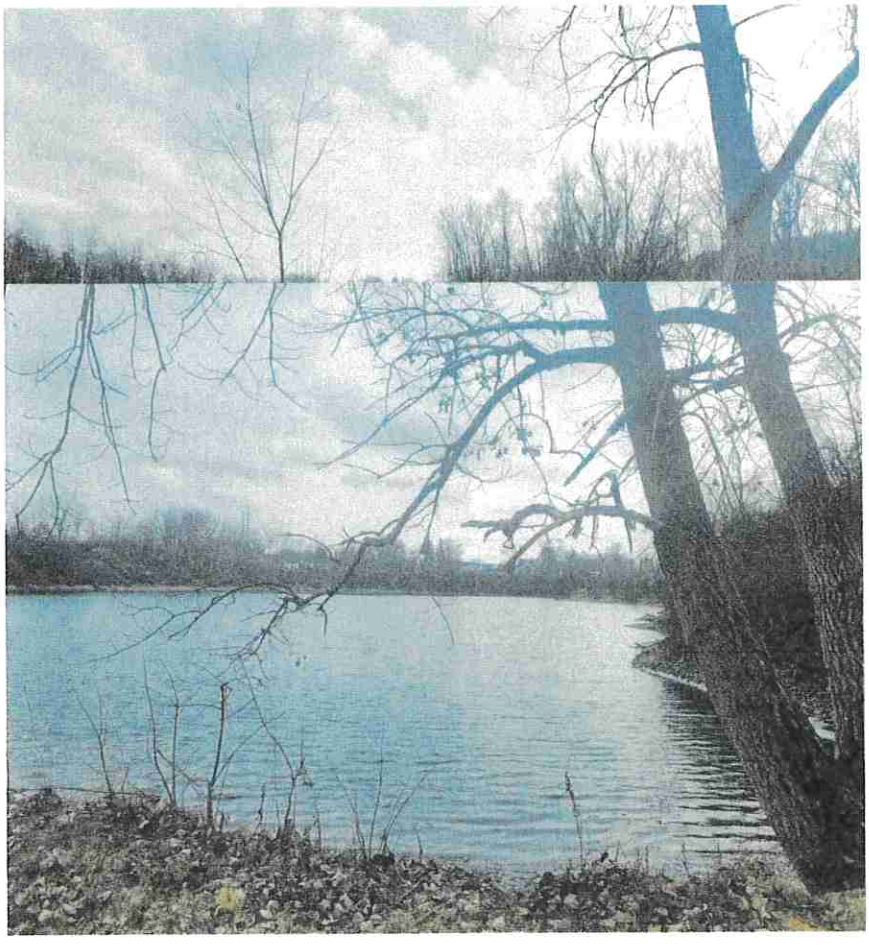
View of the northern end of the large pond



These images show the gap in the atv trail, which extends straight across the water in the top image. Strava heatmaps suggest that this is sometimes passable (supported by the short length of the bridge in the bottom image). I backtracked until I could cross the stream, then followed the ridge on the right side of the bottom image.

I had to backtrack for a ways

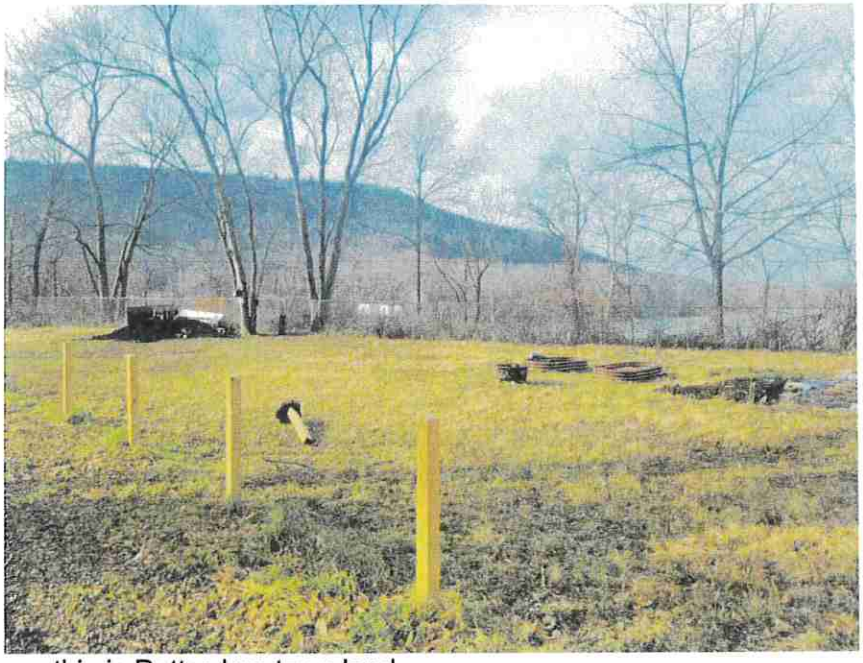
I crossed here.



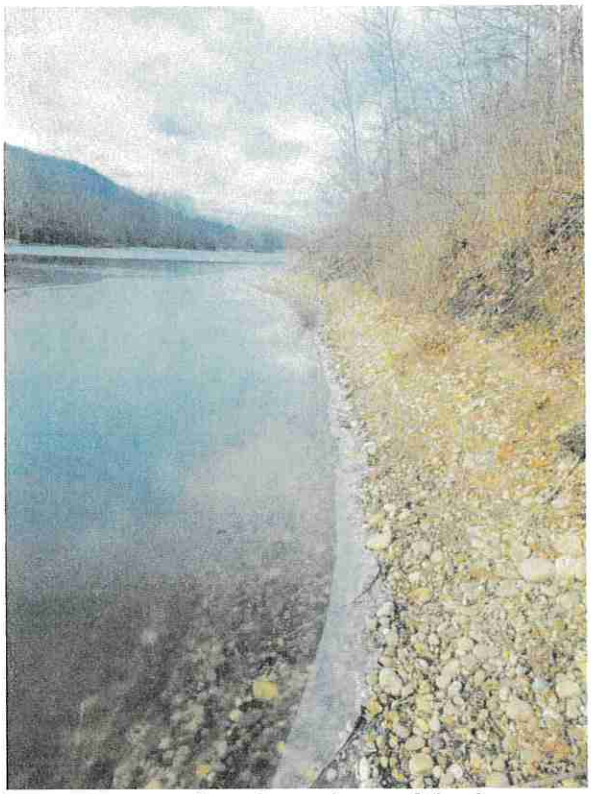
Along the western shore of the large pond

the atv trail ends at the northern end of the SI gravel road

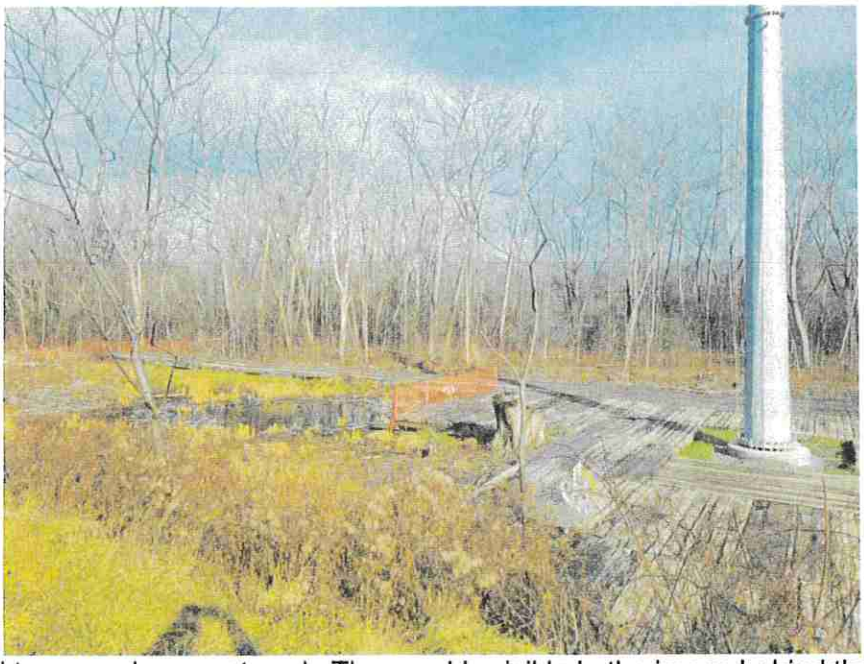
Gate across the SI gravel road just off of Mabie Lane



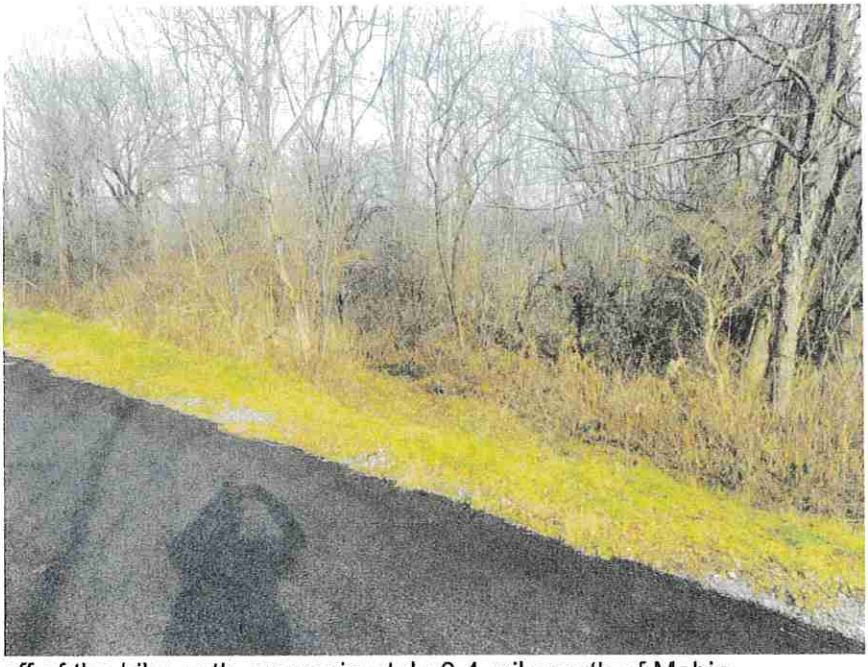
per the tax map, this is Rotterdam town land...



Typical appearance of the southern and eastern shore of the large pond.



National Grid tower replacement work. The pond is visible in the image behind the strip of trees.



Existing trail off of the bike path, approximately 0.4 mile north of Mabie

RESOLUTION NO. 354.24

RESOLUTION TO ESTABLISH LEAD AGENCY AND ADOPT A NEGATIVE DECLARATION FOR THE PROPOSED SANITARY SEWER PUMP STATION IMPROVEMENTS PROJECT

WHEREAS, the Town of Rotterdam (Town) is proposing the Town of Rotterdam Sanitary Sewer Pump Station Improvements Project (Project), located in the Town of Rotterdam, Schenectady County, New York; and

WHEREAS, the Project has been classified as a "Type I Action" as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.4; and

WHEREAS, the Town of Rotterdam Town Board sent a letter and Part 1 of a Full Environmental Assessment Form (FEAF) to other potentially "Interested Agencies" and "Involved Agencies" (as these terms are defined in the SEQRA Regulations found at 6 NYCRR Part 617.2), indicating the Town's desire to serve as the "Lead Agency" (as this quoted term is defined in the SEQRA Regulations) and to complete a coordinated review of the Project (in accordance with 6 NYCRR Part 617.6); and

WHEREAS, responses from Interested and Involved Agencies were requested, and each of the potentially Interested and Involved Agencies has agreed to, or raised no objections to, the Town of Rotterdam Town Board serving as Lead Agency for the Project; and

WHEREAS, pursuant to the SEQRA Regulations, the Town of Rotterdam Town Board has considered the significance of the potential environmental impacts of the Project by (a) using the criteria specified in Section 617.7 of the SEQRA Regulations, and (b) examining the FEAF for the Project, including the facts and conclusions in Parts 1, 2 and 3 of the FEAF, together with other available supporting information, to identify the relevant areas of environmental concern; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town of Rotterdam Town Board hereby establishes itself as Lead Agency for the Project.

SECTION 2. Based upon an examination of the FEAF and other available supporting information, and considering both the magnitude and importance of each relevant area of environmental concern, and based further upon the Town's knowledge of the area surrounding the Project, the Town of Rotterdam Town Board makes the determination that the Project will not have a significant adverse environmental impact and that the Project will not require the preparation of a Draft Environmental Impact Statement; and

SECTION 3. As a consequence of such findings and declaration, and in compliance with the requirements of SEQRA/SERP, the Town of Rotterdam Town Board, as Lead Agency, hereby directs the Town of Rotterdam Supervisor to sign the FEAF Part 3 – Determination of Significance indicating that a Negative Declaration has been issued for the Project; this Resolution shall take effect immediately and will be properly noticed.

SECTION 4. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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: Rotterdam Pump Station Improvements Project		
Project Location (describe, and attach a general location map): Town of Rotterdam; five pump station locations within the Town		
Brief Description of Proposed Action (include purpose or need): The Town of Rotterdam is proposing rehabilitation of five critical sanitary sewer pump stations within the Town of Rotterdam Sewer District #2. These pump stations, namely Rotterdam Mall Pump Station (Via Port Pump Station), Golub Pump Station, White Birch Pump Station, Altamont Avenue Pump Station #1 (Taco Bell Pump Station), and Altamont Avenue Pump Station #2 (Price Chopper Pump Station), are experiencing significant operational issues and deterioration due to aging infrastructure. The proposed project scope includes the replacement of existing pumps, rehabilitation of existing concrete wet wells, installation of new discharge piping, valves, and flow meters, installation of new emergency power generators and automatic transfer switches, and the construction of new 12' x 12' control buildings to protect pump station equipment from the elements. These upgrades will improve pump station performance and reliability, and help prevent sanitary sewer overflow (SSO) events from occurring.		
Name of Applicant/Sponsor: Town of Rotterdam, ATTN: Peter Comenzo, Senior Planner	Telephone: (518) 355-7575 ext. 338 E-Mail: pcomenzo@rotterdamny.org	
Address: 1100 Sunrise Boulevard		
City/PO: Rotterdam	State: NY	Zip Code: 12306
Project Contact (if not same as sponsor; give name and title/role): Jason A. Ballard, P.E., Senior Associate, Barton & Loguidice, D.P.C.	Telephone: 518-218-1801 E-Mail: jballard@bartonandloguidice.com	
Address: 10 Airline Drive, Suite 200		
City/PO: Albany	State: NY	Zip Code: 12205
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 Council, Town Board, or Village Board of Trustees ☑Yes ☐No	Town of Rotterdam (project sponsor)	Summer 2024 (target)
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		
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC (approval), NYSEFC (approval)	Summer 2025 (target)
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):

Erie Canal National Heritage Corridor, Mohawk Valley State Heritage Area

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):

Town of Rotterdam Comprehensive Plan

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?
I-1 Light Industrial (Golub PS); B-1 Retail Business (Via Port PS); R-1 One Family Residential (White Birch PS); B-2 General Business (Altamont Ave #1 and Altamont Ave #2 PS).

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? _____

C.4. Existing community services.

a. In what school district is the project site located? Schalmont School District

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

c. Which fire protection and emergency medical services serve the project site?
The Town of Rotterdam Fire Department and Rotterdam EMS.

d. What parks serve the project site?
The Town of Rotterdam has eight (8) Town-owned neighborhood parks situated throughout the Town

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)? Municipal sanitary sewer collection system improvements.

b. a. Total acreage of the site of the proposed action? 266.12 acres
b. Total acreage to be physically disturbed? Approx. 0.3 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 3.21 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: 8 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 5

ii. Dimensions (in feet) of largest proposed structure: 10' height; 12' width; and 12' length

iii. Approximate extent of building space to be heated or cooled: 720 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: Sanitary sewer pump station wet well

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑ Other specify: Sanitary sewer collection system

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

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

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

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

D.2. Project Operations

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

If Yes:

i .What is the purpose of the excavation or dredging? Minor excavation required for piping modifications, valve vault install, and other miscellaneous work at each station.

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

- Volume (specify tons or cubic yards): <500 cubic yards
- Over what duration of time? 8 months - during construction

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
Asphalt, concrete, sand, gravel, and native material. Native material will be re-used if suitable; if not, material will be properly disposed of in a landfill.

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? <0.1 acres

vi. What is the maximum area to be worked at any one time? <0.3 acres

vii. What would be the maximum depth of excavation or dredging? 10 feet

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

ix. Summarize site reclamation goals and plan:
Temporarily disturbed areas will be restored to pre-existing grades and re-vegetated, once the main is installed. Appropriate seed mix(es) will be specified for use.

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)

Heavy equipment during project construction.

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

N/A

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

Five (5) diesel-powered emergency electrical generators will be installed as part of this project.

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: 7:00 AM to 5:00 PM (for construction activity; PS# to remain operational 24/7 during construction)
- Saturday: NA
- Sunday: NA
- Holidays: NA

ii. During Operations:

- Monday - Friday: 24 hours
- Saturday: 24 hours
- Sunday: 24 hours
- Holidays: 24 hours

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:

Noise from construction activities during PS rehabilitation may take place from 7:00 am to 5:00 pm during weekdays, excluding holidays.

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

Describe: This project rehabilitates existing infrastructure, so minimal disturbances to existing vegetation will take place.

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:

A light source will be attached to the pump station structure, towards the top facing at a downwards angle.

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): mowed, maintained lawn

ii. If mix of uses, generally describe:

The five pump station locations are within urban and suburban portions of the Town of Rotterdam. Pump station site generally consisted of mowed, maintained lawns adjacent to road right-of-ways.

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	25.82	26.12	+0.3
• Forested	40	40	0.0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: mowed, maintained lawn	200.3	200.0	-0.3

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

i. If Yes: explain: _____

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:

Draper Middle School (White Birch PS)

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): 447031, V00649,

☐ Neither database

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

Contaminated soil and contaminated groundwater were removed in approximately 2003 for a gasoline station facility, which remains today.

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): 447031, V00649

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

The site contaminants of concern are the volatile organic chemicals used for dry cleaning and associated breakdown chemicals, namely tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (DCE), and vinyl chloride (VC). As information for this site becomes available, it will be reviewed by the NYSDOH to determine if site contamination presents public health exposure concerns.

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? >6.5 feet

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

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

Colonie loamy fine sand, 0-3% slopes (CoA)	61.1 %
Elnora loamy fine sand (En)	11.7 %
Colonie loamy fine sand, 3-15% slopes	6.8 %

d. What is the average depth to the water table on the project site? Average: >6.5 feet

e. Drainage status of project site soils:

☐ Well Drained:	78.2 % of site
☐ Moderately Well Drained:	11.8 % of site
☐ Poorly Drained	10.0 % of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	93.2 % of site
☑ 10-15%:	6.8 % of site
☐ 15% or greater:	% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

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 Cowhorn Creek Classification C/C
- Lakes or Ponds: Name None Classification _____
- Wetlands: Name None Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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: _____
Cowhorn Creek/Unknown biological impacts

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: The Schenectady-Niskayuna SSA, a primary aquifer, and a principal aquifer

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

White-tailed deer; Racoon; White-footed mouse; Striped Skunk; Multiple bird species; Gray squirrel; Multiple fish species

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): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ 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): TBD

USFWS IPaC Official Species List to be obtain during final design. Project site likely contains northern long-eared bat (*Myotis septentrionalis*, endangered), tricolored bat (*Perimyotis subflavus*, proposed endangered), monarch butterfly (*Danaus plexippus*, candidate)

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: Side Oats Grama (*Bouteloua curtipendula var. curtipendula*, endangered)

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: _____

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: _____

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

i. If Yes: acreage(s) on project site? _____

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

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: Town of Rotterdam, 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: _____

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: Hillhurst Park, Pleasant Valley Park, Fort Hunter Park, Grout Park, Central Park, Vale Park

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

iii. Distance between project and resource: 1-5 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 Peter Comenzo Date July 10, 2024

Signature Peter Comenzo Title Senior Planner

PRINT FORM

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)
If "Yes", answer questions a - j. If "No", move on to Section 2.

☐ NO ☑ YES

	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	☑ NI	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑ NI	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑ NI	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑ NI	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑ NI	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑ SI	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑ NI	☐
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	☑ NI	☐
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	☑ NI	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☑ NI	☐
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	☑ SI	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☑ SI	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☑ NI	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☑ NI	☐
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	☑ SI	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☑ NI	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☑ NI	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☑ NI	☐

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	☑ NI	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☑ SI	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☑ NI	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☑ SI	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☑ NI	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☑ NI	☐

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	☑ NI	☐
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	☑ SI	☐
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	☑ NI	☐
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	☑ NI	☐

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	☑ NI	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☑ NI	☐
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	☑ SI	☐
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	☑ NI	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☑ NI	☐
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	☑ NI	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☑ NI	☐
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	 ☑ SI ☑ SI	 ☐ ☐
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	 ☑ SI ☑ SI	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☑ NI	☐
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	☑ SI	☐
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	☑ NI	☐
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	☑ SI	☐
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	☑ NI	☐

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	☑ NI	☐
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	☑ NI	☐
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	☑ NI	☐
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	☑ NI	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☑ NI	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☑ NI	☐
e. Other Impacts: A small increase in energy usage may result from the pump station rehabilitation _____		☑ SI	☐

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	☑ SI	☐
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	☑ NI	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☑ SI	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☑ SI	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☑ NI	☐
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	☑ NI	☐
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	☑ NI	☐
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	☑ NI	☐
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	☑ NI	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☑ NI	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☑ NI	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☑ NI	☐
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	☑ NI	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☑ NI	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☑ NI	☐
m. Other impacts: _____ _____		☐	☐

17. Consistency with Community Plans

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

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.

An evaluation of the magnitude and importance of project impacts was completed and details are available under separate cover in a Part 3 Supporting Information document.

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
See Part 3 Supporting Information (attached).

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the Town of 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: Rotterdam Pump Station Improvements Project

Name of Lead Agency: Town of Rotterdam Town Board

Name of Responsible Officer in Lead Agency: Peter Comenzo

Title of Responsible Officer: Town of Rotterdam, Senior Planner

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Peter Comenzo Date: 9/11/24

For Further Information:

Contact Person: Peter Comenzo, Senior Planner

Address: 1100 Sunrise Blvd, Rotterdam, NY 12306

Telephone Number: 518-355-7575 x-338

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

Part 3 Supporting Information

Evaluation of the Magnitude and Importance of Project Impacts

Rotterdam Pump Station Improvements

Located in the Town of Rotterdam

Schenectady County, New York

Prepared for

Town of Rotterdam

1100 Sunrise Boulevard

Rotterdam, New York 12306

September 2024

Barton&Loguidice

Rotterdam Pump Station Improvements
Schenectady County, New York

Part 3 Supporting Information
Evaluation of the Magnitude and Importance of Project Impacts

September 2024

Prepared for
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Prepared by
Barton & Loguidice, LLC
10 Airline Drive
Albany, New York 12205

This document is printed on recycled paper

TABLE OF CONTENTS

A. PROJECT DESCRIPTION 1
B. COORDINATED REVIEW 1
C. DETAILED INFORMATION IN RESPONSE TO PART 2 OF SEQRA FULL EAF 1
1. Impacts on Land 2
2. Impacts on Geological Features 2
3. Impacts on Surface Water 2
5. Impacts on Flooding 3
6. Impacts on Air 4
7. Impacts on Plants and Animals 4
8. Impacts on Agricultural Resources 5
9. Impacts on Aesthetic Resources 6
10. Impacts on Historic and Archeological Resources 7
11. Impacts on Open Space and Recreation 7
12. Impacts on Critical Environmental Areas 7
13. Impacts on Transportation 7
14. Impacts on Energy 7
15. Impacts on Noise, Odor, and Light 8
16. Impacts on Human Health 9
17. Consistency with Community Plans 10
18. Consistency with Community Character 10

Figure 1 – Project Location Map

Appendix A – Coordinated Review Responses

A. PROJECT DESCRIPTION

The Town of Rotterdam is proposing rehabilitation of five critical sanitary sewer pump stations within the Town of Rotterdam Sewer District #2. These pump stations, namely Rotterdam Mall Pump Station (Via Port Pump Station), Golub Pump Station, White Birch Pump Station, Altamont Avenue Pump Station #1 (Taco Bell Pump Station), and Altamont Avenue Pump Station #2 (Price Chopper Pump Station), are experiencing significant operational issues and deterioration due to aging infrastructure.

The proposed project scope includes the replacement of existing pumps, rehabilitation of existing concrete wet wells, installation of new discharge piping, valves, and flow meters, installation of new emergency power generators and automatic transfer switches, and the construction of new 12' x 12' control buildings to protect pump station equipment from the elements. These upgrades will improve pump station performance and reliability, and help prevent sanitary sewer overflow (SSO) events from occurring. The proposed improvements are shown in Figure 1, attached.

B. COORDINATED REVIEW

The Town of Rotterdam Town Board declared their intent to act as the lead agency for the State Environmental Quality Review Act (SEQRA) process on July 12, 2024. Part 1 of the Full Environmental Assessment Form (FEAF) and a project location map were sent to interested and involved agencies (Table 1) on July 19, 2024, to initiate a coordinated review of the proposed action.

Table 1— Interested and Involved Agencies

Involved Agencies	Interested Agencies
NYS Department of Environmental Facilities Corporation (NYSEFC) NYS Department of Environmental Conservation (NYSDEC)	NYS Office of Parks, Recreation and Historic Preservation State Historic Preservation Office (SHPO)

The coordinated review comment period ended on August 19, 2024. A response was received from the NYSDEC (Appendix A). The NYSDEC provided consent to the Town of Rotterdam Town Board serving as the lead agency for SEQR; no additional comments were provided. Further coordination with all involved agencies will be completed during the project's preliminary design phase.

C. DETAILED INFORMATION IN RESPONSE TO PART 2 OF SEQRA FULL EAF

The following information provides a detailed discussion of the potential impacts identified in Part 2 of the FEAF that were listed as "small" or "moderate to large," in support of Part 3 of the FEAF. The answers in the "No or Small Impact" column on Part 2 of the FEAF are further clarified with an "NI" for no impact and "SI" for small impact. This document is organized according to

the question numbers in Part 2, and the additional information provided herein summarizes the proposed actions that will be taken in order to minimize and/or mitigate each identified impact.

1. Impacts on Land

1.f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).

The proposed rehabilitation work at the Town's sanitary sewer pump stations will involve approximately 0.3 acres of ground disturbance. Temporary increases in erosion may occur during construction due to ground disturbance. The project will result in a small net increase in impervious area resulting from construction of the new control buildings at each pump station site. Temporarily disturbed areas will be seeded and graded according to the project design. Appropriate erosion and sediment control Best Management Practices (BMPs) will be installed during construction to control stormwater runoff.

2. Impacts on Geological Features

No impacts were identified to Geological Features. The proposed action will not 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).

3. Impacts on Surface Water

3.d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or the bed or banks on any other water body.

The Rotterdam Mall Pump Station is located adjacent to the Poentic Kill (Water Index No. 240-26). The Taco Bell, Price Chopper, and White Birch pump stations are located adjacent to Cowhorn Creek and its tributaries (Water Index No 240-25). These streams are also mapped as riverine systems by the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI). There are no NYSDEC freshwater wetlands mapped within the project area.

Wetland delineations will be conducted during the project's design phase to identify the boundaries of wetlands and surface waters within the project area. It is assumed that the new buildings at each pump station will be intentionally positioned outside of wetlands or streams; no permanent impacts to such resources are anticipated. Additionally, necessary permits from the NYSDEC and USACE would be obtained, and the conditions of all permits would be followed during construction.

3.e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff, or by disturbing bottom sediments.

Ground disturbances associated with pump station rehabilitation may result in increased upland erosion. The construction of new control buildings would contribute a small amount of new impervious surface within the project area (less than 0.3 acres). Appropriate erosion and sediment control BMPs will be installed during construction to prevent erosion-related turbidity increases to surface waters located within or adjacent to the project area, including the Poentic Kill, Cowhorn Creek and its tributaries.

3.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.

See responses to 3.e., above.

4. **Impacts on Groundwater**

No impacts on groundwater are expected to occur. The proposed action does not propose a new or additional use of ground water at the site, or underground discharge of wastewater. The project location overlies the Schenectady-Niskayuna Sole Source Aquifer, but no interaction with the groundwater table is expected – during construction or as part of the constructed facilities.

5. Impacts on Flooding

5.b. The proposed action may result in development within a 100-year floodplain.

The Rotterdam Mall Pump Station is located within the Federal Emergency Management Agency (FEMA) mapped 100-year floodplain of the Poentic Kill and Mohawk River. The remaining four pump stations that are to be rehabilitated are located outside of mapped floodplains. At the Rotterdam Mall Pump Station, the installation of new discharge piping, valves, and flow meters would result in temporary disturbances to the 100-year floodplain. The Base Flood Elevation (BFE) at the Rotterdam Mall Pump Station was indicated on the FEMA Flood Insurance Rate Map (FIRM) at 241 ft above mean sea level (amsl). Minor permanent impacts to the floodplain will result from construction of the new control building.

The new control building would be elevated at least three feet above the BFE. Temporarily disturbed locations will be restored to their original grades and stabilized post-construction. The project will be designed and constructed in accordance with the Town's floodplain regulations. The Town of Rotterdam

would need to review the design plans to ensure that the proposed work is compliant with their local flood damage prevention law, and potentially issue a local floodplain development permit for the work.

5.d. The proposed action may result in, or require, modification of existing drainage patterns.

The proposed construction of control buildings for each pump station will result in a small increase in impervious area (less than 0.3 acres total). In most areas, stormwater will be directed to existing roadside sewer systems. Impacts to surrounding properties from temporary or permanent changes to existing drainage patterns during construction are not expected to be significant. No adverse impacts are anticipated related to on-site drainage patterns as part of the new construction. The project's design plans will address operation and maintenance of stormwater control measures for the project.

6. Impacts on Air

No air permits will be needed for the construction or operation of the project. It is noted that there will be an increase in fossil fuel consumption by heavy machinery during the construction period, but this minor and temporary increase in vehicular emissions is not anticipated to have any measurable impact on local air quality.

7. Impacts on Plants and Animals

7.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.

The proposed action is likely to have a small impact on the local flora and fauna. All efforts will be made to reduce or eliminate the impact by limiting clearing and following all Federal and State guidelines related to ecological impacts and review processes. The USFWS New York Field Office's Information for Planning and Consultation (IPaC) System was queried to determine whether any federally listed endangered, threatened, or candidate species are known to inhabit areas within the project area. The USFWS' IPaC System indicated that the project area is within the range of the northern long-eared bat (*Myotis septentrionalis*, endangered), tri-colored bat (*Perimyotis subflavus,* proposed endangered), and monarch butterfly (*Danaus Plexippus*, candidate).

The NYSDEC Environmental Resource Mapper (ERM) and New York Nature Explorer (NYNE) database were reviewed to determine whether any state-protected species records were reported for the project area. The ERM indicated that a portion of the project area, the Rotterdam Mall Pump Station,

within the vicinity of plants listed as endangered, threatened, or rare by NYS. The ERM does not specify what species of plants. The NYNE reported a recently confirmed NYS endangered plant, side oats grama (*Bouteloua curtipendula var. curtipendula*), for the project area.

A habitat assessment will be completed during the project's design phase to determine whether suitable habitat for the reported species is present within the project area, and to document the presence of any additional sensitive ecological resources on site. A small amount of tree clearing may be required to facilitate construction. Appropriate documentation and coordination will be completed to ensure that potential impacts to state and federal listed species are minimized to the extent practicable. Mitigative measures, such as the clearing of trees 2 inches or more in diameter during the winter (November 1 through March 31) to reduce potential adverse impacts to bats, will be implemented, if required. Additional mitigation for the bat species and other reported species may be required based upon the results of consultation with the NYSDEC and USFWS, which would be progressed during the project's design stage. Due to the surrounding developments and the absence of quality travel corridors or surface waters near the project location, the removal of high quality bat habitat is not anticipated.

7.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.

In general, the predominant wildlife species that use the project area likely include the white-tailed deer, raccoon, striped skunk, eastern cottontail, songbirds, gray squirrel, and multiple fish species. The most significant habitat impacts would be associated with tree clearing, if required, which could impact habitat for multiple species. Clearing needs are expected to be minimal, as the majority of the project area contains previously developed areas and maintained grass. Clearing would be completed during the winter months to avoid clearing during the active season for bats, as well as the typical nesting and breeding seasons for wildlife species (avians, mammals) that may be present within the project area. The project will not result in habitat fragmentation. Therefore, the project is unlikely to result in significant habitat impacts or disruptions to wildlife nesting, breeding, and/or foraging activities.

8. Impacts on Agricultural Resources

The project is located within urban and suburban areas and does not contain any agricultural land. The project area does not contain any properties that are part of a Schenectady County Agricultural District; coordination with the NYS Department of

Agriculture and Markets will not be required. No impacts to agricultural lands are expected to result from the project.

9. Impacts on Aesthetic Resources

9.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

Construction activities would be visible from the Rotterdam Mall, West Campbell Road, Altamont Avenue, Duanesburg Road, White Birch Court, and other local roadways in the immediate project vicinity. Work will be restricted to each existing pump station site.

Construction activities would also be visible to people traveling through the project sites on their way to nearby parks and during routine travel, but visual conditions will not be drastically different from the current pump station infrastructure on the site. The addition of the new control buildings will not result in a sharp visual contrast. The proposed buildings will be small, one story structures that are consistent with urban nature of the area. Pump station rehabilitation may also be visible from the Poentic Kill and Cowhorn Creek, but no work within the streams is proposed. Overall, the proposed pump station improvements would be similar to existing sanitary sewer infrastructure that already exists within the Town.

9.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

See response to 9.c., above.

9.f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile, ½-3 miles, 3-5 miles, or 5+ miles.

See response to 9.a., above. The proposed visual changes at the pump station locations are not expected to result in a sharp contrast to existing land use conditions within the project area and surrounding community.

10. Impacts on Historic and Archeological Resources

10.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.

The project was submitted to the New York State Historic Preservation Office (SHPO) for review through the Cultural Resource Information System (CRIS). The project area is located within an archaeologically sensitive area mapped by SHPO. The construction of the new infrastructure would largely involve work in previously disturbed locations, but some currently vegetated areas will also be disturbed. Consultation with the SHPO will continue and any requirements issued will be followed. No adverse impacts to archaeological, cultural, or historic resources are anticipated. No State or Federal Historic Register structures or areas are listed or eligible for the project parcel or adjoining parcels.

11. Impacts on Open Space and Recreation

No impacts to open space and recreation were identified. The proposed project is not expected to result in a loss of recreational opportunities or a reduction in open space resources.

12. Impacts on Critical Environmental Areas

12.c. Other Impacts

The project site is located within a Critical Environmental Area (CEA), Aquifer Area Overlay Zone, designated by the Town of Rotterdam. The reason for designation is to conserve, improve, and protect natural resources. Work will be restricted to the existing pump station sites. No impacts to the aquifer or groundwater will occur from this project, such as water withdrawals or underground discharge of wastewater. Therefore, the project will not adversely impact this CEA.

13. Impacts on Transportation

No impacts on transportation were identified. Construction activities will be restricted to the existing pump station sites and will not impact local, county, or state roads. The project will not increase traffic volumes within the Town.

14. Impacts on Energy

14.e. Other Impacts: A small increase in energy usage may result from the pump station rehabilitations.

The proposed pump station rehabilitation may result in a small increase in energy usage. The proposed improvements will integrate energy efficient equipment and lighting. Exterior lighting would only be used during rare occasions when operators need to visit the station outside of daylight hours. The new emergency power generators and automatic transfer switches would only kick on during routine test runs or when the main power is interrupted, which would be rare. Existing utility infrastructure already exists to support operation of the pump stations; no new or upgraded substations will be required.

15. Impacts on Noise, Odor, and Light

15.a. The proposed action may produce sound above noise levels established by local regulation.

Ambient noise levels will be exceeded temporarily during construction. Excess noise will be limited to daylight hours to minimize adverse impacts on the community and nearby receptors. The proposed improvements at each pump station site are not expected to result in increased noticeable operational noise levels compared to existing conditions. The surrounding area is highly developed and already experiences a high level of urban noise from commercial uses, no adverse impacts to surrounding properties are anticipated.

15.c. The proposed action may result in routine odors for more than one hour per day.

The project involves the rehabilitation of five pump stations. This infrastructure will convey sanitary wastewater and therefore has the potential to produce odors. . At each pump station, the nearest occupied structures are within approximately 50 feet of the site. While odors may be noticeable during construction, odors are not expected to be noticeable from nearby properties once construction is complete.

15.d. The proposed action may result in light shining onto adjoining properties.

Exterior lighting will be installed at the new control buildings. LED light fixtures would be mounted approximately 8-10 feet high and would aim downward. At each pump station, the nearest occupied structures are within approximately 50 feet of the site. New exterior lighting may be visible from nearby properties but would not shine directly upon them and is not expected to cause an adverse

impact, as existing exterior and street lighting exists throughout the general project location.

16. Impacts on Human Health

16.a. The proposed action is located within 1,500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.

The Draper Middle School and Mohanasen High School were identified within 300 feet of the White Birch Pump Station. The two schools are part of the Mohanasen Central School District and are located between Helderberg Avenue and Warrior Way, south of the project area. The schools do not directly adjoin the White Birch pump station site. It is unlikely that the pump station or construction activities will be visible from the schools as adjacent residential properties are present in between, and would help screen visual impacts. No work is proposed on the school properties, and no work is proposed on roadways that would affect access to the schools. Additionally, no exposures to new or existing sources of contaminants are anticipated to result from the project, and no adverse impacts to the schools are anticipated.

16.b. The site of the proposed action is currently undergoing remediation.

The Price Chopper Pump Station adjoins two (2) remediation sites. Site 447031, KEM Cleaners, is located on Curry Road. Site V00649 (KEM Cleaners) is associated with site 447031. The location formerly housed Kem Cleaners and a Friendly's Ice Cream franchise. Both parcels were later combined and a Hess-Mart gas station was built. Volatile organic chemicals used for dry cleaning and the associated breakdown those chemicals, namely tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (DCE), and vinyl chloride (VC) are causing continued contamination concerns. Hess reportedly completed remedial work in 2003 (soil excavation and dewatering/treatment) to facilitate construction and installation of the existing petroleum storage and distribution infrastructure. Soil samples collected following the remedial excavation work identified the continued presence of relatively lower concentrations of Tetrachloroethene (PCE) and associated daughter compounds in soil. As directed and as approved by the NYSDEC, eight (8) soil borings and eight (8) temporary groundwater-monitoring wells were installed to further investigate the subsurface contaminants. Groundwater sample results indicated that dissolved PCE and associated daughter compounds exist within the groundwater at the site. The presence of PERC-impacted soil remains most significant along the northern portion of the site.

Given the above, the potential to encounter contaminated soils during project construction at the Price Chopper Pump Station does exist. Any soil that will be removed from the project site should be screened for residual contamination

prior to leaving the site. If any contamination is encountered during construction at any of the pump station sites, the NYSDEC spill reporting guidelines would be followed. Contaminated soils would be removed and disposed of in accordance with state regulations.

17. Consistency with Community Plans

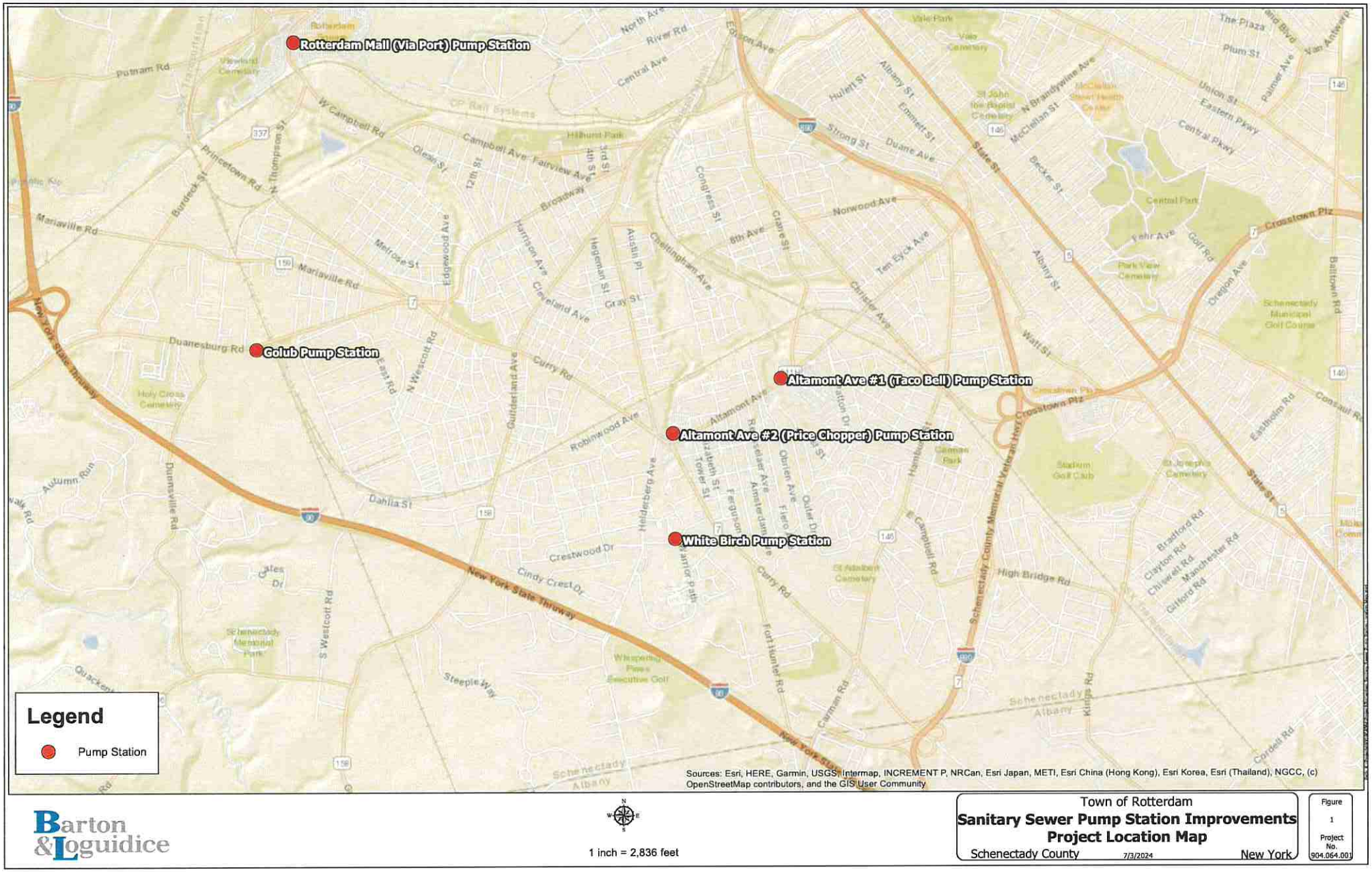
No impacts on community plans were identified. The proposed action is consistent with existing Community Plans.

18. Consistency with Community Character

The proposed action is consistent with the existing community character and will look to further support the community and provide improved service and access to Town residents.

Figure 1

Project Location Map



Barton & Loguidice

1 inch = 2,836 feet

Town of Rotterdam
Sanitary Sewer Pump Station Improvements
Project Location Map
Schenectady County 7/3/2024 New York

Figure 1
Project No. 904.064.001

Appendix A

Coordinated Review Responses

SEQRA LEAD AGENCY DESIGNATION

ACTION: Town of Rotterdam Sanitary Sewer Pump Station Improvements Project

The undersigned involved or interested agency hereby:

☒ Received the coordinated review package for the above-referenced action; AND

☒ Consents; OR

☐ Does not consent

to the designation of the Town of Rotterdam Town Board as Lead Agency for the above-referenced action.

NYSDEC Region 4

(Name of Involved or Interested Agency)

Kate Malcolm, Regional Permit Administrator

(Printed Name of Representative)

K. Malcolm

(Electronic/Digital Signature of Representative)

7/31/24

Date

Form must be received before the end of the coordinated review period: August 19, 2024

RESOLUTION NO. 355.24

TO ACCEPT AND AWARD BID FOR FIRE HYDRANTS TO E.J. PRESCOTT INC.

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Wednesday, September 4, 2024 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

FIRE HYDRANTS

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 does hereby accept and award the bid for Fire Hydrants listed in solicitation number 09032024 for the Town of Rotterdam to E.J. Prescott Inc., located at 198 Ushers Road, Round Lake, New York 12151, with a total bid amount not to exceed sixty-eight thousand eight hundred fifty and 00/100 ($68,850.00.00) dollars.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices are on file in the Town Clerk's office.

SECTION 3. This resolution shall become effective September 11, 2024

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: September 4, 2024

TO: Town Board

FROM: Charles J. Dodson, Deputy Supervisor

TITLE OF REQUEST: Accept and Award Bid for Fire Hydrants

TOWN BOARD MEETING: September 11, 2024

Background Information: Bids for Hydrants – Ten Waterous Pacer WB-67-250 – *NH/NST*, and Five Waterous Pacer WB-67-250 *Double Higsbee* were advertised on August 16, 2024 with a closing and bid opening on September 3, 2024.

Evaluation/Analysis: The Town is in need of replacing hydrants throughout the Town as soon as possible.

Recommendation(s): Accept and Award the bids for 15 Fire Hydrants - to Everett J. Prescott, Inc.

Attachment/Document(s): Bid results.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

BID FOR FIRE HYDRANTS 2024

BID FOR: Fire Hydrants
DATE OF TB MTG. & RESOLUTION #: 8/14/2024 Res #324.24
DATE BID PACKETS BECOME AVAILABLE: 8/16/2024

DATE PUBLISHED IN NEWSPAPER: 8/16/2024
DATE & TIME BIDS TO BE OPENED: 9/3/2024 @ 11:00am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	8/26/24 10:18am	DMM	Sigelock Systems, LLC gchambers@sigelock.com	3205 Lawson Boulevard Oceanside, NY 11572	Gregory Chambers	516-887-3510		Attached	
2	Bid net	DMM	E.J. Prescott Inc helena.stewart@ejprescott .com	198 Ushers Road Round Lake, NY 12151	Helena Stewart	518-877-6737		Attached	
3	Bid net	DMM	T.C. S. Marine Service Company dmahler@koncepts.net	2933 Judith Drive Bellmore, NY 11710	David Mahler	518-333-5500		Attached	

E.J. PRESCOTT INC

E.J. Prescott Inc

Town of Rotterdam

Request for Bids

Fire Hydrants

Bid Opening:

Tuesday September 3, 2024

@ 11:00 A.M.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

Fire Hydrants

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

Helena Stewart
Signature

EVERETT J. PRESCOTT, INC.
Name of Company or Corporation

198 USHERS RD.
Address

ROUND LAKE NY 12151
City *State* *Zip*

HELENA.STEWART@EJPRESCOTT.COM
Email

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

NOTE: Questions should be submitted in writing to Matt Lupi mlupi@rotterdamny.org or James Keith, Senior Building Inspector at jkeith@rotterdamny.org, or by calling 518-355-7575 Ext. 395.

Town of Rotterdam

Detailed Specifications:

FIRE HYDRANTS

FIRE HYDRANTS	QTY	UNIT COST	DEL. COST	TOTAL COST
Waterous Pacer WB 67-250	10	4590.00	4590.00	45,900.00
1 Pumper Nozzle 4" W/Storz				
Hose Connection - 2 – 2 ½" w/2.5" 5-sided nut				
NH/NST				
5-6 Bury				
Open Right w/2.5" 5-sided nut				
5 ¼ Main Valve				
MJ w/accessories and stainless-steel bolts				
Red with Blue Caps				
AWWA C-111/502, FM/UL Approved				
Waterous Pacer WB 67-250	5	4590.00	4590.00	22,950.00
1 Pumper Nozzle 4" W/Storz				
Hose Connection - 2 – 2 ½" w/2.5" 5-sided nut				
Double Higsbee				
5-6 Bury				
Open Right w/2.5" 5-sided nut				
5 ¼ Main Valve				
MJ w/accessories and stainless-steel bolts				
Red with White Caps				
AWWA C-111/502, FM/UL Approved				

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **11:00 a.m. on September 3, 2024**, the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:00 a.m. September 3, 2024** will be opened in person at that time, and electronically via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified (if applicable).

10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: EVERETT J. PRESCOTT, INC.

Signed by: HELENA STEWART Title: DIVISION MANAGER

Signature: [signature] Date: 8/22/2024

Email: HELENA.STEWART@EJPRESCOTT.COM

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, 20__.

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

PLEASE SEE ATTACHED CORPORATE CERTIFICATE OF AUTHORITY

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, HELENA STEWART hereby sign and submit this bid or proposal for EVERETT J PRESCOTT Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ 8/27/24

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: EVERETT J. PRESCOTT, INC.

Signed by: HELENA STEWART Title: DIVISION MANAGER

Signature: _____ Date: 8/27/24

CERTIFICATE OF AUTHORITY

As a result of actions taken by unanimous written consent of the Directors of Everett J. Prescott, Inc. (the "Corporation") it was voted that Helena Stewart, Division Manager in Round Lake, New York of Everett J. Prescott, Inc. be and she hereby is authorized to execute bids, contracts, documents and bonds in the name of and on behalf of the Corporation, and such execution of any contract or obligation in this Corporation's name on its behalf by such Division Manager shall be valid and binding upon this Corporation.

I hereby certify that I am the Clerk of Everett J. Prescott, Inc., that Helena Stewart is the duly appointed Division Manager of the Company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

DATED: 9/9, 2024

Lester F. Wilkinson, Jr., Clerk

RESOLUTION NO. 356.24

TO ACCEPT AND AWARD BIDS FOR FLAGS, VALVES, AND VALVE BOXES

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

FLAGS, VALVES, AND VALVE BOXES

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 does hereby accept and award the bid for **5 - Kennedy – NRS Valve 6" RW, 4 - Kennedy – NRS Valve 8" RW, 1 - Kennedy – NRS Valve 10" RW, 2 - Kennedy – NRS Valve 12" RW, 2 - Kennedy – NRS Valve 20" RW** and **1 - Valve Box 2 Piece Slide w/Flange – Star 52-72"** to Core & Main LP, located at 14 Arch Street, Watervliet, New York 12189, pursuant to the attached spreadsheet, for the bid amount not to exceed seventy one thousand eight hundred sixty seven and 00/100 ($71,867.00) dollars.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the bid for **15 - Hydrant Marker/Flag** to Ferguson Enterprises located at 612 Peirce Road, Clifton Park, New York 12065, for the bid amount not to exceed four hundred twenty and 00/100 ($420.00) dollars.

SECTION 3. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidders in accordance with the terms of the bid proposal as submitted. Summary of bid prices are on file in the Town Clerk's office.

SECTION 4. This resolution shall become effective September 11, 2024

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: September 6, 2024

TO: Town Board

FROM: Charles J. Dodson, Deputy Supervisor

TITLE OF REQUEST: Accept and Award Bid for Flags, Valves and Valve Boxes

TOWN BOARD MEETING: September 11, 2024

Background Information: Bids for Flags, Valves and Valve Boxes were advertised on July 12, 2024 with a closing and bid opening on July 31, 2024.

Evaluation/Analysis: The Town is in need of replenishing flags, valves and valve boxes throughout the Town as soon as possible.

Recommendation(s): Accept and Award the bids for flags to Ferguson Enterprises LLC, and the bids for valves and valve boxes to Core & Main LP, all pursuant to the spreadsheet totals provided.

Attachment/Document(s): Bid result and Spreadsheet.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Hydrants/Valves/Flags/Flanges - Bid Opening 7/31/24	Core & Main UNIT COST/DEL COST	Ferguson Enterprises UNIT COST/DEL COST
Waterous Pacer WB 67-250 *NH/NST*	NB	NB
Waterous Pacer WB 67-250 *Double Higsbee*	NB	NB
Hydrant Marker/Flag (15)	~~$480.00~~	$420.00
Kennedy – NRS Valve 6" RW (5)	$5,445.00	NB
Mueller – NRS Valve 6" RW	~~$5,545.00~~	~~$5,795.05~~
Kennedy – NRS Valve 8" RW (4)	$7,036.00	NB
Mueller – NRS Valve 8" RW	~~$7,156.00~~	~~$7,277.56~~
Kennedy – NRS Valve 10" RW (1)	$2,749.00	NB
Mueller – NRS Valve 10" RW	~~$2,809.00~~	~~$2,812.33~~
Kennedy – NRS Valve 12" RW (2)	$6,890.00	NB
Mueller – NRS Valve 12" RW	~~$7,118.00~~	~~$7,089.40~~
Kennedy – NRS Valve 20" RW (2)	$49,578.00	NB
Mueller – NRS Valve 20" RW	~~$55,778.00~~	~~$52,928.28~~
Valve Box 2 Piece Slide w/Flange – Star 52-72" (1)	$169.00	~~$195.15~~
~~**Valve Box 2 Piece Slide w/Flange – Bibby Ste-Croix 52-72" (1)**~~	~~$239.00~~	~~$183.74~~
~~NB= NO~~ BID		
LOWEST BID	$71,867.00	$420.00
HIGHEST BID		

BID FOR FIRE HYDRANTS, FLAGS, VALVES AND VALVE BOXES

BID FOR: Fire Hydrants, Flags, Valves and Valve Boxes
DATE OF TB MTG. & RESOLUTION #: 7/10/2024 Res. #288.24
DATE BID PACKETS BECOME AVAILABLE: 7/12/2024

DATE PUBLISHED IN NEWSPAPER: 7/12/2024
DATE & TIME BIDS TO BE OPENED: 7/31/2024 @ 11:00am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	8:07am 7/23/24	DMM	Core & Main LP nora.sanford@coreandmain.com	14 Arch Street Watervliet, NY 12184	Nora Sanford	518-273-6300 cell-518-210-7889			Jaime White came and picked up this bid packet 7-23-24 that was brought to the office today due to Addendum #1 wants to rebid per Nora Sanford emailed .
1A	**Fed express 7-26-24 10:15am**	**DMM**	**Core & Main LP nora.sanford@coreandmain.com**	**14 Arch Street Watervliet, NY 12184**	**Nora Sanford**	**518-273-6300 cell-518-210-7889**		**per attached**	**Rebid due to addendum #1**
2	Bidnet	DMM	Ferguson Enterprises, LLC peter.campbell@ferguson.com	612 Pierce Road Clifton Park, NY 12065	Peter Campbell			per attached	

CORE & MAIN LP

Town of Rotterdam

Request for Bids

Fire Hydrants, Flags, Valves and Valve Boxes

Bid Opening:

Wednesday, July 31, 2024

@ 11:00 A.M.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

Fire Hydrants, Flags, Valves and Valve Boxes

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

Signature

Core & Main LP

Name of Company or Corporation

14 Arch Street

Address

Watervliet, NY. 12189

City ***State*** ***Zip***

nora.sanford@coreandmain.com

Email

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

Town of Rotterdam

Detailed Specifications:

FIRE HYDRANTS, VALVES AND ACCESSORIES

FIRE HYDRANTS, FLAGS, AND VALVES	QTY	UNIT COST	DEL. COST	TOTAL COST
Waterous Pacer WB 67-250	10	No Bid		
1 Pumper Nozzle 4" W/Storz				
Hose Connection - 2 – 2 ½" w/2.5" 5-sided nut				
NH/NST				
5-6 Bury				
Open Right w/2.5" 5-sided nut				
5 ¼ Main Valve				
MJ w/accessories and stainless-steel bolts				
Red with Blue Caps				
AWWA C-111/502, FM/UL Approved				
Waterous Pacer WB 67-250	5	No Bid		
1 Pumper Nozzle 4" W/Storz				
Hose Connection - 2 – 2 ½" w/2.5" 5-sided nut				
Double Higsbee				
5-6 Bury				
Open Right w/2.5" 5-sided nut				
5 ¼ Main Valve				
MJ w/accessories and stainless-steel bolts				
Red with White Caps				
AWWA C-111/502, FM/UL Approved				

	QTY	UNIT COST	DEL. COST	TOTAL COST
Hydrant Marker/Flag	15	$32.00 EA	$32.00 EA	$480.00
SPK Steel Fabrication				
Product No. 404 - FT				
60" Top Mount Fiberglass				
Hydrant Markers w/Stainless				
Steel Spring				
Product No. 404 - SD				
6 ½ X 3 ½ X 5" Plastic				
Trapezoidal Disk w/two reflective bands fit with ¼" and 3/8" rod				
Kennedy – NRS Valve 6" RW	5	$1,089.00 EA	$1,089.00 EA	$5,445.00
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Mueller – NRS Valve 6" RW	5	$1,119.00 EA	$1,119.00 EA	$5,595.00
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				

	QTY	UNIT COST	DEL. COST	TOTAL COST
Kennedy – NRS Valve 8" RW	4	$1,759.00 EA	$1,759.00 EA	$7,036.00
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Mueller – NRS Valve 8" RW	4	$1,789.00 EA	$1,789.00 EA	$7,156.00
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Kennedy – NRS Valve 10" RW	1	$2,749.00 EA	$2,749.00 EA	$2,749.00
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Mueller – NRS Valve 10" RW	1	$2,809.00 EA	$2,809.00 EA	$2,809.00
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Kennedy – NRS Valve 12" RW	2	$3,445.00	$3,445.00	$6,890.00
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Mueller – NRS Valve 12" RW	2	$3,559.00 EA	$3,559.00 EA	$7,118.00
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				

	QTY	UNIT COST	DEL. COST	TOTAL COST
Kennedy – NRS Valve 20" RW	2	$24,789.- EA	$24,789.- EA	$49,578.-
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Mueller – NRS Valve 20" RW	2	$27,889.- EA	$27,889.- EA	$55,778.-
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Valve Box 2 Piece Slide w/Flange – Star 52-72"	1	$169.00 EA	$169.00 EA	$169.00
Valve Box 2 Piece Slide w/Flange – Bibby Ste-Croix 52-72"	1	$239.00 EA	$239.00	$239.00

NOTE: Questions should be submitted in writing to James Keith, Senior Building Inspector at jkeith@rotterdamny.org, or by calling 518-355-7575 Ext. 395.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **11:00 a.m. on July 31, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:00 a.m. July 31, 2024** will be opened in person at that time, and electronically via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified (if applicable).

10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: Core & Main LP

Signed by: Timothy Butler Title: Branch Manager

Signature: Date: 7/19/24

Email: Nora.Sanford@Coreandmain.com

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

N/A

_____ **(SEAL OF THE CORPORATION)**

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, Timothy Butler hereby sign and submit this bid or proposal for Core & Main LP Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ 7/19/24

Signature of Individual Date

TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: Core & Main LP

Signed by: Timothy Butler Title: Branch Manager

Signature: _____ Date: 7/19/24

FERGUSON ENTERPRISES, LLC

Town of Rotterdam

Request for Bids

Fire Hydrants, Flags, Valves and Valve Boxes

Bid Opening:

Wednesday, July 31, 2024

@ 11:00 A.M.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

Fire Hydrants, Flags, Valves and Valve Boxes

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

Signature

Ferguson Enterprises, LLC
Name of Company or Corporation

612 Pierce Rd
Address

Clifton Park NY 12065
City *State* *Zip*

Peter.campbell@ferguson.com
Email

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

Town of Rotterdam

Detailed Specifications:

FIRE HYDRANTS, VALVES AND ACCESSORIES

FIRE HYDRANTS, FLAGS, AND VALVES	QTY	UNIT COST	DEL. COST	TOTAL COST
Waterous Pacer WB 67-250	10	NO BID	NO BID	NO BID
1 Pumper Nozzle 4" W/Storz				
Hose Connection - 2 – 2 ½" w/2.5" 5-sided nut				
NH/NST				
5-6 Bury				
Open Right w/2.5" 5-sided nut				
5 ¼ Main Valve				
MJ w/accessories and stainless-steel bolts				
Red with Blue Caps				
AWWA C-111/502, FM/UL Approved				
Waterous Pacer WB 67-250	5	NO BID	NO BID	NO BID
1 Pumper Nozzle 4" W/Storz				
Hose Connection - 2 – 2 ½" w/2.5" 5-sided nut				
Double Higsbee				
5-6 Bury				
Open Right w/2.5" 5-sided nut				
5 ¼ Main Valve				
MJ w/accessories and stainless-steel bolts				
Red with White Caps				
AWWA C-111/502, FM/UL Approved				

	QTY	UNIT COST	DEL. COST	TOTAL COST
Hydrant Marker/Flag	15	28.00	28.00	420.00
SPK Steel Fabrication				
Product No. 404 - FT				
60" Top Mount Fiberglass				
Hydrant Markers w/Stainless				
Steel Spring				
Product No. 404 - SD				
6 ½ X 3 ½ X 5" Plastic				
Trapezoidal Disk w/two reflective bands fit with ¼" and 3/8" rod				
Kennedy – NRS Valve 6" RW	5	NO BID	NO BID	NO BID
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Mueller – NRS Valve 6" RW	5	1,159.01	1,159.01	5,795.05
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				

	QTY	UNIT COST	DEL. COST	TOTAL COST
Kennedy – NRS Valve 8" RW	4	NO BID	NO BID	NO BID
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Mueller – NRS Valve 8" RW	4	1,819.39	1,819.89	7,277.56
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Kennedy – NRS Valve 10" RW	1	NO BID	NO BID	NO BID
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Mueller – NRS Valve 10" RW	1	2,812.33	2,812.33	2,812.33
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Kennedy – NRS Valve 12" RW	2	NO BID	NO BID	NO BID
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Mueller – NRS Valve 12" RW	2	3,544.70	3,544.70	7,089.40
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				

	QTY	**UNIT COST**	**DEL. COST**	**TOTAL COST**
Kennedy – NRS Valve 20" RW	2	NO BID	NO BID	NO BID
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Mueller – NRS Valve 20" RW	2	26,464.14	26,464.14	52,928.28
AWWA C509 MJ w/accessories and stainless-steel bolts				
Open Right – 2" Operating Nut				
Valve Box 2 Piece Slide w/Flange – Star 52-72"	1	195.15	195.15	195.15
Valve Box 2 Piece Slide w/Flange – Bibby Ste-Croix 52-72"	1	183.74	183.74	183.74

NOTE: Questions should be submitted in writing to James Keith, Senior Building Inspector at jkeith@rotterdamny.org, or by calling 518-355-7575 Ext. 395.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: Ferguson Enterprises, LLC

Signed by: Peter Campbell Title: General Manager

Signature: [signature] Date: 7/12/2024

Email: Peter.campbell@ferguson.com

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **11:00 a.m. on July 31, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:00 a.m. July 31, 2024** will be opened in person at that time, and electronically via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified (if applicable).

10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that Peter Campbell be authorized to sign and submit the bid or proposal of this corporation for Ferguson Enterprises, LLC Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Ferguson Enterprises corporation at a meeting of its board of directors held on the 31ST day of JULY, 2023.

(SEAL OF THE CORPORATION)

Signature of Secretary

SEE ATTACHED SECRETARIAL CERTIFICATE OF AUTHORIZATION

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

Signature of Individual _____ Date _____

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: Ferguson Enterprises, LLC

Signed by: Peter Campbell Title: General Manager

Signature: _____ Date: 7/12/2024

DocuSign Envelope ID: 2E288794-E4B4-4988-931B-D45FDC615CA2
DocuSign Envelope ID: 2E288794-E4B4-4988-931B-D45FDC615CA2

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Peter Campbell **Title:** General Manager

Authorized Action(s):

1. To enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may deemed in the best interest of the Company.
2. To prepare and submit bids and proposals to the Company's customers

This certificate of authorization shall be effective from the date hereof until **November 19, 2024** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective July 31, 2023.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective **November 20, 2023**

Ferguson Enterprises, LLC

Wesley E. Rice
Assistant Secretary

(Company Seal)

Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on November 20, 2023, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.

Notary – Casey Mehlhoff
My commission expires: July 31, 2026

(Notary Seal)

RESOLUTION NO. 357.24

TO APPROVE A BUDGET TRANSFER TO THE 2024 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 **2024** are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
General	A 0910	FROM:	Fund Balance Appropriation	-61,250.00
General	A7110 4153	INTO:	Parks Improvements	+61,250.00

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: **September 6, 2024**

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

FROM: **Comptroller's Office**

TITLE OF REQUEST**:** To approve a budget transfer to the 2024 budget.

TOWN BOARD MEETING**:** To be placed on the Town Board Meeting of September 11, 2024

Background Information: A Budget transfer is needed to correct line A7110 4153 to replace expenditures that were approved by an insurance claim the Town received previously.

Evaluation/Analysis: Line A7110 4153 should be replenished correctly now that the insurance payment has been satisfied.

Recommendation(s): To be placed on the Town Board meeting of September 11, 2024 and approve the transfer.

Attachment/Document(s): N/A

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

RESOLUTION NO. 358.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PHOENIX FENCE LLC FOR FENCING AT JURACKA PARK

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 Phoenix Fence LLC, located at 11071 Mariaville Road, Pattersonville, NY 12137 for the supply and installation of fencing, as described in the attached quote dated 9/9/2024, to be installed at Juracka Park, in the amount not to exceed seventeen thousand five hundred and 00/100 ($17,500.00) dollars.

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: September 6, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: Fenced Dog Area at Juracka Park

TOWN BOARD MEETING: September 11, 2024

Background Information: A Master Plan prepared by Land Art Studio of Juracka Park includes a fenced dog park area. The parks committee led by Harry (Butch) Marks would like to install the fence at this time. Mr. Marks solicited bids to install a total of 390 feet of fencing, which includes wire mesh, posts and top rail.

Evaluation/Analysis: Three (3) companies were requested to provide bids, which included Phoenix Fence, Precision Gate & Fence, and T&P Lawn and Landscape. Phoenix Fence was the only fencing company that provided a bid for a total cost of $17,500.00.

Recommendation(s): The total amount of $17,500 appears to be a reasonable cost for fencing that will be installed.

Attachment/Document(s): Attached is supporting documentation on the solicitation of bids received by Mr. Marks.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Megan Griffin

From: Robert brockway <phoenixfencingllc@gmail.com>
Sent: Monday, September 9, 2024 9:37 AM
To: Megan Griffin
Subject: Juracka park dog enclosure updated 9/9/24

Phoenix fence LLC will provide and install approximately 390' of 4' black C/L 9 gauge wire with bottom wire and sch.065 pipe 2" terminal post and 1 5/8" line post and 1 3/8" top rail. There will be three gates two 5' gates and one 10' double drive gate. All post will be installed in concrete 2'-3' in the ground with a 12" diameter hole. Total for proposed job is $17,500.00. Checks can be made out to Phoenix fence LLC and mailed to 11071 Mariaville rd patternsonville ny 12137. This quote is at prevailing wages.

Robert Brockway
3rd Generation Fence Installer
Phoenix Fence
518-646-3293

or doing a walk through for a more precise measurement?

2:09 PM

Thursday, August 22

Good afternoon. I was just following up after sending over the plans for the dog park at Juracka Park. Are you still interested in providing a quote or doing a walk through for a more precise measurement?

2:00 PM

Friday, September 6

Good morning. I just wanted to reach out one last time to ask if you were interested in providing a quote for the dog park at Juracka Park. I have not heard back from you and just wanted to follow up.

8:36 AM

Good afternoon, hope all is well. Appreciate you reaching out and I apologize for the delay we decided not to bid this project. We appreciate your time for reaching out and the opportunity.

1:37 PM

Gmail

H M <bmarx2689@gmail.com>

Fence Project

T&P Lawn and Landscape <miketandp@aol.com> Tue, Aug 6, 2024 at 2:09 PM
To: "bmarx2689@gmail.com" <bmarx2689@gmail.com>

Hi Harry

Thank you for reaching out to us for you fence project. However, at this time we would not be able to provide you with the service and workmanship needed to complete your job due to our current workload.

Please keep us in mind for any future work.

Thank you,
Mike
miketandp@aol.com
518-393-3898
T&P Website

RESOLUTION NO. 359.24

TO AUTHORIZE THE SUPERVISOR TO SIGN A THIRD AMENDMENT TO STANDARD LEASE AGREEMENT WITH T-MOBILE NORTHEAST LLC FOR CELL PHONE SIGNAL EQUIPMENT PLACED ON THE BERNARD STREET WATER TOWER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is authorized to negotiate, accept and sign a Third Amendment to Standard Lease Agreement with T-Mobile Northeast LLC, for the use of the Bernard Street Water Tower for mounting and maintaining cell phone signal equipment.

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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:	September 6, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Stephen Valiquette, Assistant Town Attorney
TITLE OF REQUEST:	Third Amendment to Standard Lease Agreement for the Bernard Street Water Tower Cell Phone Equipment
TOWN BOARD MEETING:	September 11, 2024
Background Information:	The Town of Rotterdam has requested to negotiate and execute a Third Amendment to Standard Lease Agreement for mounting and maintenance of Cell Phone Equipment on the Bernard Street Water Tower.
Evaluation/Analysis:	Referred to Town Attorney to negotiate and draft the lease renewals.
Recommendation(s):	Decision to execute Third Amendment to Standard Lease Agreement for Bernard Street water tower.
Attachment/Document(s):	Third Amendment to Standard Lease Agreement Resolution
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Docusign Envelope ID: A9AB7153-E4FC-4ED3-834B-277AF41C68D4

THIRD AMENDMENT TO STANDARD LEASE AGREEMENT

This Third Amendment to the Standard Lease Agreement ("Third Amendment") is made this ___ day of _____, _____, by and between the Town of Rotterdam, a New York municipality (together with its successor and assigns, "**Lessor**"), and T-Mobile Northeast LLC, a Delaware limited liability corporation, as successor in interest to Omnipoint Communications, Inc (together with its successor and assigns, "**Lessee**").

WHEREAS, Lessor and Lessee entered into that certain Standard Lease Agreement dated July 27, 1997, as amended by that certain First Amendment to Standard Lease Agreement, dated September 27, 2012, as amended by that certain Second Amendment to Standard Lease Agreement, dated December 8, 2021, (the "Agreement") whereby Lessor lease to Lessee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Agreement (collectively, the "Premises"), that are a portion of the property located at Bernard Street Water Tank, Town of Rotterdam, County of Schenectady, State of New York (APN 48.19-13-15) (the "Property").

WHEREAS, Lessor and Lessee desire to amend the Agreement as follows;

WHEREAS, Lessor and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Lessor and Lessee occurred; and (ii) the Agreement, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. The Agreement is hereby amended to extend the Renewal Terms to add five (5) additional terms consisting of five (5) years each (each being a "Renewal Term") with the other terms and conditions therein unchanged.
2. Lessor agrees to provide Lessee with six (6) months' notice for all scheduled maintenance or repairs, including the painting of the property.
3. Lessor agrees to provide Lessee with a location for the placement of a temporary cell site while the scheduled maintenance of the property is performed. Lessee must be able to access their power and telco equipment whenever required.
4. Lessee agrees to be financially responsible for all costs and expenses related to the removal, relocation, and reinstallation of their equipment during the scheduled maintenance.
5. PCS equipment or equipment covers may over the course of time or by exposure to the elements become damaged, insecure in their fastening, or fall off. If Lessor notices the PCS equipment or equipment covers have been damaged, are insecure in their fastening, or have fallen off, Lessor shall notify Lessee of such condition. Lessee agrees to perform repairs to the PCS equipment to remediate any damage and re-secure any PCS equipment or equipment covers, normal wear, tear and casualty excepted. Lessee shall be responsible for all reasonable costs and expenses related to any repairs of the PCS equipment. Lessee shall perform repairs in a timely manner, but within 60 days of Lessor's notice.

Docusign Envelope ID: A9AB7153-E4FC-4ED3-834B-277AF41C68D4

Except as specifically amended herein, the remaining terms of the Agreement shall remain in full force and effect. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year last written below.

LESSOR		**LESSEE**	
Town of Rotterdam		T-Mobile Northeast LLC	
By:	_____	By:	DocuSigned by: Hans Fiedler DCF81D2FE15E46A...
Name:	_____	Name:	Hans Fiedler
Title:	_____	Title:	Director
Date:	_____	Date:	9/4/2024

TMO Legal Digitally signed by TMO Legal Date: 2024.08.19 15:25:06 -04'00'

Site ID: 3SYA012A
Site Name: Bernard_Street_WT

SITE #: 3SYA012A
SITE NAME: BERNARD_STREET_WT

SECOND AMENDMENT TO STANDARD LEASE AGREEMENT

THIS SECOND AMENDMENT TO STANDARD LEASE AGREEMENT ("**Second Amendment**") is made and entered into on this 8th day of December, 2021 by and between the **TOWN OF ROTTERDAM**, a New York Municipality (together with its successor and assigns, "**Lessor**"), and **T-MOBILE NORTHEAST, LLC**, a Delaware limited liability corporation, as successor in interest to OMNIPOINT COMMUNICAITONS, INC (together with its successor and assigns, "**Lessee**").

Recitals

WHEREAS, Lessor and Lessee entered into a Standard Lease Agreement dated July 27, 1997, as Amended by that certain First Amendment to Standard Lease Agreement, dated September 27, 2012, (the "**Agreement**"), whereby Lessor leased to Lessee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Agreement (collectively, the "**Premises**"), that are a portion of the property located at Bernard Street Water Tank, Town of Rotterdam, County of Schenectady, State of New York (APN 48.19-13-15) (the "**Property**");

WHEREAS, Lessee wishes to enlarge the Premises as provided for in Item 2, Schedule I of the First Amendment;

WHEREAS, Lessor and Lessee desire to enter into this Second Amendment in order to modify and amendcertain provisions of the Agreement;

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **RENT** In consideration for the expansion of the premises by an additional 40 square feet, rent shall increase by Forty Dollars ($40.00) per month, as per Item 2 of Schedule I of the First Amendment, for the installation of a Generator. The applicable increase in Rent shall commence on the first day of the month following the installation of the additional equipment.

2. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter, or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the lease and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

SITE #: 3SYA012A
SITE NAME: BERNARD_STREET_WT

3. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third-party consent or approval is required, Lessor has obtainedany and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Second Amendment:

LESSOR:
Town of Rotterdam,
a New York Municipality

By: _____
Name: STEVEN A TAMMARONE
Title: TOWN SUPERVISOR
Date: 12 / 8 / 21

LESSEE:
T-Mobile Northeast, LLC, a Delaware Corporation

DocuSigned by:
By: Hans Fiedler
F074F0BAE4774D8...
Name: Hans Fiedler
Title: Director
Date: 12/6/2021

TMO Legal
Digitally signed by TMO Legal
Date: 2021.11.29 16:13:35 -05'00'

TMO Signatory Level : L06

Site ID: 3SYA012A
Site Address: Bernard Street, Rotterdam, New York 12306

FIRST AMENDMENT TO STANDARD LEASE AGREEMENT

THIS FIRST AMENDMENT TO STANDARD LEASE AGREEMENT (this "**Amendment**") is entered into effective on the date of the last party to execute this Amendment ("**Effective Date**"), by and between **Town of Rotterdam,** a New York Municipality (together with its successors and assigns, "**Lessor**"), and **T-Mobile Northeast LLC**, a Delaware limited liability company, successor-in-interest to Omnipoint Communications Inc., (together with its successors and assigns, "**Lessee**").

RECITALS

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into that certain **Standard Lease Agreement** dated **July 27, 1997** as amended (the "**Agreement**"), whereby Lessor leased to Lessee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Agreement (collectively, the "**Premises**"), that are a portion of the property located at Bernard Street Water Tank, Town of Rotterdam, County of Schenectady, State of New York (APN 48.19-13-15) (the "**Property**");

WHEREAS, Lessor and Lessee desire to extend the Agreement term and add additional renewal terms to the Agreement; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Extension of Current Expiration Date.** The current term (whether such term is the initial term, a renewal term, a modified term or other) of the Agreement is amended and extended such that it shall expire at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the Effective Date (the "**Modified Current Term**"). For purposes of clarity, the expiration day of the Modified Current Term is September 27, 2017.

2. **Renewal Terms.** Upon the expiration of the Modified Current Term, and notwithstanding anything to the contrary in the Agreement, Lessee shall have the right to renew the term of the Agreement for up to two (2) additional and successive five (5) year periods (each a "**Renewal Term**"). Each Renewal Term shall **automatically commence**, on the same terms and conditions of the Agreement (as amended by this Amendment), without further action by Lessee, unless (i) the Agreement is sooner terminated in accordance with its terms or (ii) Lessee provides Lessor with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Modified Current Term or of any Renewal Term.

3. **Rent.** The amount of rent payable during the Modified Current Term and each Renewal Term shall be as follows, notwithstanding any different rental rates or escalation factors set forth in the Agreement:

(a) From and after the Effective Date, Lessee shall pay Lessor or designee, as rent, One Thousand Eight Hundred and 00/100 dollars ($1,800.00) per month ("**Rent**"). The first payment of Rent for the Modified Current Term shall be due within thirty (30) days after the Effective Date and shall be prorated based on the days remaining in the month that contains the Effective Date. Thereafter, Rent will be payable monthly in advance by the fifth day of each month to Lessor at Lessor's address as provided below.

(b) For any Renewal Terms, Rent shall be adjusted, effective on the first day of each Renewal Term, to an amount equal to eight percent (8%) of the Rent in effect immediately prior to the adjustment date.

4. **Notices.** All notices, requests, demands and communications under the Agreement, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LESSOR:

Office of the Supervisor
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, New York 12306

LESSEE:

T-Mobile Northeast LLC
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Compliance
Site ID: 3SYA012A

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

5. **Recording of Documents.** Lessor approves and agrees to cooperate with the recording of the Memorandum of Agreement attached hereto as **Schedule II** and incorporated herein (together with such changes therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located.

6. **Supplemental Terms and Conditions.** The Agreement is amended to incorporate all the provisions set forth on **Schedule I** attached hereto and hereby incorporated by reference herein. The provisions set forth on said Schedule supplement and affirm Lessee's

rights under the Agreement, and shall not be construed to limit or waive any of the rights of Lessee under the Agreement.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall govern and control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect in accordance with its terms and conditions.

8. **Miscellaneous.** Lessor acknowledges that: (a) Lessor has read and understands this Amendment and the underlying Agreement and (b) Lessor has been advised and is informed that if Lessor does not enter into this Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provisions therein, will remain in full force and effect in accordance with its terms. Lessor hereby acknowledges that Lessee's facilities and use of the Premises as of the Effective Date are in conformity with the Agreement. This Amendment may be executed in multiple counterparts. Signatures hereon sent by facsimile, e-mail or other electronic means shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Amendment effective as of the Effective Date.

LESSOR:

TOWN OF ROTTERDAM

By: Harry C. Buffardi

Print Name: Harry C. Buffardi

Title: Supervisor

Date: Sept. 20, 2012

LESSEE:

T-MOBILE NORTHEAST LLC

By: [signature]

Print Name: Kerri Strike

Title: Director

Date: 9/27/12

SCHEDULE I

First Amendment to Standard Lease Agreement

The following provisions shall supplement and amend the Agreement:

1. **Expansion of Permitted Use**. Lessor hereby agrees that Lessee shall have the right, without the requirement of obtaining Lessor's consent, to modify, supplement, replace, upgrade, expand or refurbish the equipment related to Lessee's communications facility ("**Communications Facility**"), increase the number of antennas thereon, modify its operating frequencies or relocate the Communications Facility within the Premises at any time during the term of the Agreement or any Renewal Term, provided Lessee complies with all applicable laws. Lessor shall cooperate with Lessee in all respects in connection with the foregoing.

2. **Expansion of the Premises**. Lessor grants Lessee the right, to the extent practicable and on a space available basis, to enlarge the Premises (the "**Additional Premises**"), so that Lessee may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communications Facility or to any equipment related thereto, as determined by Lessee in its sole discretion. In the event Lessee requires Additional Premises for such purposes, the monthly Rent payable for such Additional Premises shall be One Dollar and 00/100 Cents ($1.00) per square foot (the "**Additional Rent**"). The Additional Rent shall be compensation for space utilized by the expansion of Lessee's (or any Premises sublessee's) room/cabinet/ground area(s) beyond the original space but Lessee's (or any Premises sublessee's) addition of coaxial cables, raceways, conduits and other ancillary equipment and such related space usage, shall not require or result in increased rent. The Additional Rent shall be payable to Lessor similarly as set forth for Rent in the Agreement and shall be subject to adjustments from time to time as similarly set forth for Rent in the Agreement. Lessor agrees to take such actions and enter into and deliver to Lessee such documents as Lessee reasonably requests in order to affect and memorialize the Agreement of the Additional Premises to Lessee. Lessor and Lessee agree that each and every reference in the Agreement to the "Premises" shall also include the "Additional Premises" (if any).

3. **Access**. Without limiting the generality of any other right available to Lessee under the Agreement, Lessor hereby grants and confirms unto Lessee, and to any public or private utility (including, without limitation, any provider of T-1, fiber optic or other telecommunications lines or services) now or hereafter serving the Premises and/or the Communications Facility or related equipment, access to the Premises and over the Property, twenty-four hours per day, seven days per week (24/7), including, without limitation, access to and from an accessible, open and maintained public road to the Premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facility or any equipment or service related to such Communications Facility as such access is deemed necessary by Lessee, in its reasonable discretion, without the requirement of notice by Lessee to Lessor. In the event that any public or private utility (including, without limitation, any provider

of T-1, fiber optic or other telecommunications lines or services) now or hereafter serving or attempting to serve the Communications Facility is unable to use the access provided by Lessor, then Lessor hereby agrees to grant additional access to Lessee or to such public or private utility, for the benefit of Lessee, at no cost to Lessee and pursuant to the same terms and conditions as noted above.

4. **Assignment/Sublease.** Lessee shall have the right to sublease the Premises and/or assign, sell, pledge or otherwise transfer any and all of its rights, title or interests in, to or under the Agreement, without the consent of Lessor. Without limiting the generality of the foregoing, Lessee may make any such transfer to any pledgees, mortgagees, holders of security interests, trustees, lenders or other parties providing financing to Lessee (each, a **"Secured Party"**), and any Secured Party shall be a third party beneficiary of all of the rights of Lessee under the Agreement and shall be entitled to record a deed of trust or mortgage to secure its interest under the Agreement.

SCHEDULE II

First Amendment to Standard Lease Agreement

Memorandum of Agreement

PREPARED BY: Pyramid Network Services, LLC	
WHEN RECORDED RETURN TO: Nancy Valletta Pyramid Network Services, LLC 6519 Towpath Road East Syracuse, NY 13057	
APN: 48.19-13-15	SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF STANDARD LEASE AGREEMENT AMENDMENT

This Memorandum of Standard Lease Agreement Amendment is entered into on _____, 2012, by and between **Town of Rotterdam**, a New York Municipality (together with its successors and assigns, "**Lessor**"), whose mailing address for notices is 1100 Sunrise Blvd., Rotterdam, New York 12306 and **T-Mobile Northeast LLC**, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc. (together with its successors and assigns "**Lessee**"), whose mailing address for notices is 4 Sylvan Way, Parsippany, New Jersey 07054.

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into that certain **Standard Lease Agreement** dated **July 27, 1997** as amended (the "**Agreement**"), whereby Lessor leases to Lessee certain premises described therein, together with all other necessary space and access and utility easements pursuant to the terms of the Agreement (collectively, the "**Premises**"), that are a portion of the property located at Bernard Street Water Tank, Town of Rotterdam, County of Schenectady, State of New York (the "**Property**");

WHEREAS, pursuant to that certain **First Amendment to Standard Lease Agreement** executed on _____, 2012 (the "**Amendment**"), Lessor and Lessee agreed to amend and modify certain terms of the Agreement, as more particularly set forth in the Amendment.

1. The Amendment modifies certain of Lessee's rights and obligations under the Agreement, as more particularly set forth therein.

2. As set forth in the Amendment, the current term (whether such term is the initial term, a renewal term, a modified term or other) of the Agreement expires on September 27, 2017 ("**Modified Current Term**"), and Lessee has the right to renew the term of the Agreement for up to two (2) additional and successive five (5) year period (the "**Renewal Term**"). The Renewal Term shall **automatically commence**, on the same terms and conditions of the Agreement (as amended by the Amendment), without further action by Lessee, unless (i) the Agreement is sooner terminated in accordance with its terms or (ii) Lessee provides Lessor with written notice of its intention not to renew at least Thirty (30) days prior to the expiration of the Modified Current Term.

3. Lessor and Lessee desire and hereby enter into this Memorandum of Standard Lease Agreement Amendment to provide constructive notice of the existence of the Amendment and the parties' rights under the Amendment.

4. The terms and conditions of the Agreement and the Amendment are hereby incorporated as if set forth herein in full. This Memorandum of Standard Lease Agreement Amendment is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement or the Amendment, all of which are hereby ratified and affirmed. The Agreement, as amended by the Amendment, shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, and shall run with the land and bind all assignees, transferees or successors of the parties' respective interests.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Site Lease Amendment on the day and year first above written.

LESSOR:

Town of Rotterdam,
a New York Municipality

By: NOT FOR EXECUTION

Name: _____

Title: _____

Date: _____

LESSEE:

T-Mobile Northeast LLC, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc.

By: NOT FOR EXECUTION

Name: _____

Title: _____

Date: _____

LESSOR ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss:
COUNTY OF SCHENECTADY)

On _____, 2012, before me, _____, a Notary Public, personally appeared _____, _____ for **Town of Rotterdam,** a New York Municipality who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: ___NOT FOR EXECUTION_____

(Seal)

LESSEE ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On _____, 2012, before me, _____, a Notary Public, personally appeared _____, _____ for **T-Mobile Northeast LLC**, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc., who personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____NOT FOR EXECUTION_____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Street Address: Bernard Street Water Tank, Town of Rotterdam

APN: **48.19 – 13 - 15**

Legal Description:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Rotterdam, County of Schenectady, State of New York, known and distinguished as the easterly portion of Lots Nos. 687, 689 and 691 on a map of Schenectady Annex Improvement Company, Schenectady, New York, dated March 20, 1905, made by Lewis B. Sebring, Civil Engineer, and filed in the Schenectady County Clerk's Office on the 29th day of June, 1907, said parcel being a portion of the lots conveyed by Janet S. MacDonald to the Rotterdam Democratic Club, Inc., by deed dated the 2nd day of October, 1946, in book 551 of Deeds at page 259, said parcel being 100 feet by 150 feet in size, more specifically described as follows:

Beginning at a point in the northerly line of Bernard Street (formerly Washington Drive), which point is the southwesterly corner of Lot No. 686; running thence Westerly and along the northerly line of Bernard Street a distance of 100 feet; running thence in a general northerly direction and across Lots Nos. 687, 689 and 691 and parallel to Eighth Avenue, a distance of 150 feet to the southerly boundary of Lot No. 693; running thence easterly and along the common boundary line between Lots Nos. 691 and 693 a distance of 100 feet to a point, which point is the southwesterly corner of Lot No. 692; running thence in a general southerly direction and along the rear line of Lots Nos. 690, 688 and 686 a distance of 150 feet to the point of beginning.

This deed is being executed in accordance with a Supreme Court Order duly signed by the Hon. Felix J. Aulisi dated the 30th day of September, 1960 and filed in the Schenectady County Clerk's Office on the 5th day of October, 1960, authorizing the party of the first part to execute a deed unto the party of the second part, conveying the above described property.

Being a portion of the premises heretofore conveyed by and described in a warranty deed from Janet S. MacDonald to the Rotterdam Democratic Club, Inc., said deed dated October 2, 1946 and recorded in the office of the Clerk of the County of Schenectady on the 6th day of December, 1946 in Liber 551 of Deeds at page 259.

rights under the Agreement, and shall not be construed to limit or waive any of the rights of Lessee under the Agreement.

7. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall govern and control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect in accordance with its terms and conditions.

8. Miscellaneous. Lessor acknowledges that: (a) Lessor has read and understands this Amendment and the underlying Agreement and (b) Lessor has been advised and is informed that if Lessor does not enter into this Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provisions therein, will remain in full force and effect in accordance with its terms. Lessor hereby acknowledges that Lessee's facilities and use of the Premises as of the Effective Date are in conformity with the Agreement. This Amendment may be executed in multiple counterparts. Signatures hereon sent by facsimile, e-mail or other electronic means shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Amendment effective as of the Effective Date.

LESSOR:	LESSEE:
TOWN OF ROTTERDAM	T-MOBILE NORTHEAST LLC
By: Terry C. Buffardi	By:
Print Name: Terry C. Buffardi	Print Name:
Title: Supervisor	Title:
Date: Sept. 20, 2012	Date:

Approved as to form

9/21/12

Site Number: NY0018
Site Name: Rotterdam Seven Ways Tank
Market: UP_NY

Site Legal Description:

STANDARD LEASE AGREEMENT

This Standard Lease Agreement ("Agreement") is by and between OMNIPOINT COMMUNICATIONS, tNC., a Delaware corporation, having a principal place of business at 445 Electronics Parkway, Building 2, Suite 202, Liverpool, New York 13088 ("Lessee") and TOWN OF ROTTERDAM, a Municipality having a principal place of business at 1100 Sunrise Blvd., Rotterdam, New York 12306 ("Lessor").

WHEREAS, Lessor is the owner of property having a street address of Bernard Street Water Tank located in the Town of Rotterdam, County of Schenectady, New York, and hereafter referred to as the "Property". The Property is more fully described on Exhibit "A" attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease. Lessor agrees to lease to Lessee approximately One Hundred Twenty (120) square feet of space, more fully described in Exhibit "B", and such space on the existing building or structure, if any, as shown on Exhibit "B" and as required, for Lessee's Installation (as defined below) (such space being hereinafter collectively referred to as the "Premises"). Lessor shall maintain the Property so as not to interfere with Lessee's use of the Premises and rights under this Agreement.

2. Use of Premises. (a) Lessee agrees to use the Premises for the installation, operation and maintenance of a Personal Communications Service ("PCS") facility, including, without limitation, radio equipment cabinets, associated antennas, mounting equipment, a pole or tower, as applicable, telephone, electric and radio cables and other transmission lines, and other related equipment (collectively, the "Installation"). Lessee's Installation, whether attached to or otherwise brought onto the Premises, shall at all times remain personal property and shall not be considered fixtures, and at Lessee's option may be removed by Lessee at any time during the Term hereof or any Renewal Terms. Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee and restore the Premises to its condition on the Commencement Date (as defined in paragraph 5), ordinary wear and tear, damage from the elements, and casualty beyond Lessee's control excepted. In connection with the Installation, Lessee shall have the right, at its sole cost and expense, to obtain electrical and telephone service directly from the servicing utility company, including the right to install a separate meter and main breaker, where required. Lessee shall be responsible for the electricity it consumes for its operations at the normal rate charged by the servicing utility company. Lessee and Lessor agree that if an easement is required to obtain and maintain utility services, an acceptable location will be agreed to by Lessor and the servicing utility company.
(b) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install the Installation on the Premises, provided that it is in compliance with all applicable laws and regulations. Lessor agrees to cooperate with Lessee in making application for and obtaining, at Lessee's expense, any local, state, federal licenses, permits and any other approvals (the "Approvals") which may be required to allow Lessee use of the Premises. Lessee shall employ due diligence to obtain Approvals in a timely manner. If, however, Lessee is denied or is unable to obtain a required Approval, Lessee shall have the exclusive right to terminate this Agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of Rent (as defined below).
(c) Lessee shall have the right, at Lessee's sole cost and expense, to run transmission lines from the equipment area to the antenna locations and to run power and telephone service from the main feed to the PCS equipment. Further, Lessee agrees to perform all improvements in a good and workmanlike manner.
(d) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, Lessee's employees or any subcontractors or agents, which access shall remain unimpeded throughout the Term and any Renewal Term of this Agreement.

3. Site Testing. Lessor acknowledges that Lessee, at its option following full execution of this Agreement, may perform engineering surveys, structural analysis reports, or any other testing which may be required in order for Lessee to occupy the Premises as more fully described in Paragraph 2 (a), (b) and (c) above. Any materially adverse test results will entitle Lessee, at its option, to terminate this Agreement under subparagraphs 10(iii) or 10(v).

4. Interference. (a) Lessee agrees not to cause interference to the radio frequency communication operations of Lessor, Lessor's tenants, or anyone holding an agreement with Lessor to operate on the Property if such equipment is installed prior to the execution of this Agreement.
(b) After the execution of this Agreement, Lessor shall not install or permit the installation of any structure or broadcasting or other communications equipment which interferes with, alters or restricts the operations of Lessee. Such interference shall be deemed a material breach of this Agreement by Lessor. Should such interference occur, Lessor shall promptly take all necessary action, at no cost to Lessee, to eliminate the cause of said interference, including, if necessary, removing or causing to be removed the equipment causing said interference.
(c) Lessee shall operate its installations in compliance with all Federal Communications Commission (FCC) regulations.

5. Term. The initial term of this Agreement shall be for a period of five (5) years ("Term") commencing upon the date Lessee is in receipt of a building permit to begin construction of the Installation, but in any event not later than one year after the Effective Date (as defined in paragraph 18 (a)) (the "Commencement Date"), and shall terminate on the fifth anniversary of the Commencement Date, unless sooner terminated in accordance with this Agreement. Lessee shall have the right to renew the Agreement for two (2) successive five (5) year periods (each a "Renewal Term"), upon the same terms and conditions in effect during the Term. This Agreement shall automatically renew for each successive Renewal Term unless Lessee provides written notice to Lessor of its intention not to renew at least ninety (90) days prior to the expiration of the Term or any Renewal Term.

6. Rent. Lessee agrees to pay to Lessor as annual rent ("Rent") the sum of Ten Thousand Five Hundred Dollars ($10,500.00) payable in equal monthly installments of Eight Hundred Seventy-Five Dollars ($875.00) on the first day of each calendar month during the Term and any Renewal Term, except that the first payment of Rent shall be made within ten business days following the Commencement Date. In the event the Commencement Date does not fall on the first day of a month, the first and last monthly payment of Rent shall be prorated accordingly. This paragraph encompasses all payments to be made by Lessee to, or for the benefit of, Lessor by Lessee in connection with or arising out of Lessee's use and occupancy of the premises. Notwithstanding the foregoing, Lessee may, at any time and from time to time during the Term or any Renewal Term, prepay the Rent in whole or in part without penalty or discount. Rent payments shall be payable to Lessor at the address set forth above or at such other address as Lessor shall notify Lessee in accordance with paragraph 14.

7. Insurance; Waiver of Subrogation. (a) Lessee, at its sole cost and expense shall provide and maintain, during the Term of this Agreement and any Renewal Terms, single limit commercial general liability insurance of One Million Dollars ($1,000,000). Lessee shall name Lessor as an additional insured on Lessee's insurance policy and provide Lessor with an insurance certificate prior to the Commencement Date. In addition, Lessee shall maintain worker's compensation insurance as required by applicable state law.
(b) Lessee and Lessor release each other from any claims for damage to

the Property or to Lessee's installation covered by and provided for in its own insurance policies carried by any of the parties which are in full force and effect at the time of such claim and contain a clause to the effect that such release does not affect the policy or the insured's right to recovery thereunder. Lessee and Lessor shall instruct their respective insurance companies to waive any and all right of recovery by way of subrogation against the other in connection with any damages covered by said insurance policies.

8. Indemnification. Lessor and Lessee each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Agreement; provided, however, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party.

9. Right to Lease and Warranty of Title. Lessor represents and warrants that: (i) Lessor has the sufficient right, title and interest in the Property to enter into this Agreement and to grant Lessee its rights hereunder; (ii) Lessor has not entered into any agreement with any third party which would require such party's consent hereto or preclude or limit Lessor's performance of its obligations under this Agreement; (iii) Lessor owns the Property in fee simple and has the right to grant access to and use of the Premises; and (iv) Lessor shall provide to Lessee quiet and peaceful enjoyment of the Premises.

10. Termination. Lessee may terminate this Agreement for the following reasons, without further liability, on prior written notice to Lessor which shall become effective thirty (30) days after the date notice is mailed: (i) changes in local or state laws or regulations which adversely affect Lessee's ability to operate; (ii) an FCC ruling or regulation which is beyond the control of Lessee and which renders the Premises unsuitable; (iii) Lessee's determination that the Premises are not appropriate for its operations for economic reasons or for technical reasons, including but not limited to signal interference; (iv) subsequent changes in system design which prohibit Lessee's operation; and (v) Lessee's inability to obtain or maintain any required Approval for the construction and operation of its Installation, including where the inability is caused by engineering surveys or structural reports.

11. Assignment. Lessee shall have the right to assign or transfer its rights under this Agreement, to any person or business entity which is licensed by the FCC to operate a wireless communications business, is a parent, subsidiary or affiliate of Lessee, controls or is controlled by or under common control with Lessee, is merged or consolidated with Lessee or purchases more than fifty percent (50%) ownership interest in or assets of Lessee to which the applicable agreement relates. In all other instances, Lessee shall obtain Lessor's prior written consent for assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

12. Default. No event of default (a "Default") shall be deemed to have occurred hereunder unless either party, after notice from the other party in accordance with Paragraph 14 (i) fails to pay any monetary obligation when due and does not cure such failure within ten (10) days after such notice or (ii) commits a material breach of its non-monetary obligations under this Agreement and fails within thirty (30) days after such notice thereof to cure or commence curing the breach and continuously and diligently pursue such cure to its completion in not more than sixty (60) days after such notice. Upon the occurrence of a Default as set forth in the preceding sentence, the non-defaulting party shall have the right to terminate this Agreement after ten (10) days notice to the other party in accordance with Paragraph 14, provided the Default is not cured within said ten-day period.

13. Collateral Assignment. Lessor hereby (i) consents to the collateral assignment of and granting of a security interest from time to time in favor of any lender to Lessee ("Lender"), whether now or hereafter existing, in and to the Installation and Lessee's right, title and interest in, to and under this Agreement; (ii) agrees to simultaneously provide Lender with a copy of any notice of default under the Agreement sent to Lessee and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; and (iii) agrees to recognize Lender as Lessee under this Agreement upon the written election of Lender so long as any existing default has been cured as provided hereunder. Lessor hereby further agrees to permit Lender to remove from the Property any of the collateral in which Lender has been granted a security interest by Lessee in accordance with any security documents granted in favor of Lender, provided, however, such removal is in accordance with subparagraph 2(a) of this Agreement.

14. Notices. Unless otherwise provided herein, any notice or demand required to be given herein shall be given by certified or registered mail, return receipt requested or reliable overnight courier to the address of Lessee and Lessor as set forth above, and if to Lessee, with a copy to Kingsley and Towne, P.C. 18 Computer Drive West Albany, New York 12205 and Omnipoint Communications, Inc. 445 Electronics Parkway, Building 2, Suite 202, Liverpool, New York 13088. Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

15. Destruction or Condemnation. If the Premises are damaged or destroyed in whole or in part by casualty or partial condemnation, Lessor shall repair or restore the Premises so that the Premises is substantially in the same condition as prior to such damage, destruction or condemnation. If the Premises are damaged or destroyed by casualty or condemned such that Lessee is unable to operate its Installation, then at any time after such occurrence but prior to restoration of the Premises, Lessee may elect to terminate this Agreement as of the date of the damage, destruction or condemnation. If Lessee chooses not to terminate this Agreement, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

16. Amendment. No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by Lessor and Lessee.

17. Memorandum of Lease Agreement. Lessor acknowledges and gives Lessee the right to file a Memorandum of Lease Agreement in the form attached hereto as Exhibit "C" in the county clerk's office where the Property is located. Should the Property be encumbered by any mortgage, Lessor shall make a good faith effort to obtain from mortgagees existing on the Effective Date, and shall obtain from subsequent mortgagees, a non-disturbance and attornment agreement in favor of Lessee.

18. Miscellaneous Lease Provisions. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
(b) This Agreement, constituting the entire agreement and understanding between the parties, shall be binding on and inure to the benefit of the successors, transferees in title, and permitted assignees of the respective parties.
(c) Consent or approval of Lessor, where required, shall not be unreasonably withheld, delayed or denied.
(d) If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.
(e) The "Effective Date" of this Agreement shall be the date on which this Agreement has been fully executed by and becomes binding on all of the parties hereto.
(f) Exhibits "A", "B" and "C" attached hereto, as well as addenda and riders identified below, are made a material part of this Agreement.

Addenda: A, B, C
Riders: 1A-Renewal Term Rent Escalation & 1B-Certificate of Insurance

Lessor initials: _____ Lessee Initials: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LESSOR: TOWN OF ROTTERDAM, a Municipality

By: _____

Name: _____ Title: JAMES A. CONSTANTINO
SUPERVISOR
TOWN OF ROTTERDAM

Date: 18th day of July, 1997

Tax ID No.: Section 48.19, Block 13, Lot 15

LESSEE: OMNIPOINT COMMUNICATIONS, INC., a Delaware corporation

By: _____

Name: Richard Strom Title: Technical Director

Date: 17th day of July 1997

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Forming a part of the Agreement by and between TOWN OF ROTTERDAM, as Lessor, and OMNIPOINT COMMUNICATIONS, INC., as Lessee.

The Property is described and/or depicted as follows:

Site Address: Bernard Street Water Tank, Town of Rotterdam

Section 48.19, Block 13, Lot 15

[Metes and bounds legal description] see legal description attached hereto and made a part hereof (3 pages)

Lessor Initials: _____ Lessee Initials: _____

EXHIBIT A

LIBER 605 PAGE 131

Sec[illegible] With full and unqualified authority to [illegible]ate any or all of the foregoing powers to any person or persons whom my attorney-in-fact shall select.

In Witness Whereof, I have hereunto signed my name and affixed my seal this 8th day of July 19 59

[illegible] (L.S.)
Signature of Principal

* If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word "severally". Failure to make any insertion or the insertion of the word "jointly" will require the agents to act jointly.

State of New York
County of SCHENECTADY } SS.:
CITY of SCHENECTADY

On this 8th day of July Nineteen Hundred and Fifty-Nine before me, the subscriber, personally appeared

CAROLINE H. FRIER

to me personally known, and known to me to be the same person described in and who executed the foregoing Power of Attorney, and she duly acknowledged to me that she executed the same.

My commission expires March 30 [illegible]

[illegible]
Notary Public for the State of New York
Residing in Schenectady County

A true copy of the original recorded on the 30 day of [illegible] 19[illegible] at [illegible] o'clock [illegible] M., and examined

[illegible]
Clerk

FORM 630 N. Y. DEED—WARRANTY OF NEW A CORPORATION

DUPLICATE ORIGINAL

This Indenture,

Made the 2nd day of November Nineteen Hundred and Sixty

Between ROTTERDAM DEMOCRATIC CLUB, INC., a membership

a corporation organized under the laws of the State of New York, located on Duanesburg Road, in the Town of Rotterdam, County of Schenectady and State of New York,

party of the first part, and

WATER DISTRICT NO. 5 IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, a water district established by the Town Board of the Town of Rotterdam,

LIBER 893 PAGE 132

party of the second part,

Witnesseth, that the party of the first part, in consideration of

ONE and 00/100---------- Dollar

($ 1.00----------) lawful money of the United States,

paid by the party of the second part,

does hereby grant and release unto the party of the second part,

its successors and assigns forever, all THAT TRACT OR PARCEL OF LAND situate in the Town of Rotterdam, County of Schenectady and State of New York, known and distinguished as the easterly portion of Lots Nos. 687, 689, and 691 on a map of Schenectady Annex Improvement Company, Schenectady, New York, dated March 20, 1905, made by Lewis B. Sebring, Civil Engineer, and filed in the Schenectady County Clerk's Office on the 29th day of June, 1907, said parcel being a portion of the lots conveyed by Janet S. MacDonald to the Rotterdam Democratic Club, Inc., by deed dated the 2nd day of October, 1946, and recorded in the Schenectady County Clerk's Office December 6, 1946, in Book 551 of Deeds at page 259, said parcel being 100 feet by 150 feet in size, more specifically described as follows:

Beginning at a point in the northerly line of Bernard Street (formerly Washington Drive), which point is the southwesterly corner of Lot No. 686, running thence Westerly and along the northerly line of Bernard Street a distance of 100 feet; running thence in a general northerly direction and across Lots Nos. 687, 689, and 691, and parallel to Eighth Avenue, a distance of 150 feet to the southerly boundary of Lot No. 693; running thence easterly and along the common boundary line between Lots Nos. 691 and 693 a distance of 100 feet to a point, which point is the southwesterly corner of Lot No. 692; running thence in a general southerly direction and along the rear line of Lots Nos. 690, 688 and 686 a distance of 150 feet to the point and place of beginning.

This deed is being executed in accordance with a Supreme Court Order duly signed by the Hon. Felix J. Aulisi, dated the 30th day of September, 1960, and filed in the Schenectady County Clerk's office on the 5th day of October, 1960, authorizing the party of the first part to execute a deed unto the party of the second part, conveying the above described property.

Being a portion of the premises heretofore conveyed by and described in a warranty deed from Janet S. MacDonald to the Rotterdam Democratic Club, Inc., said deed dated October 2, 1946 and recorded in the office of the Clerk of the County of Schenectady on the 6th day of December, 1946 in Liber 551 of Deeds at page 259.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

And the party of the first part, covenants as follows:

First: That the party of the second part shall quietly enjoy the said premises.

Second: That the party of the first part will forever **Warrant** the title to said premises.

Liber 805 Page 133

In Witness Whereof, The party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 22nd day of November Nineteen Hundred and Sixty

ROTTERDAM DEMOCRATIC CLUB, INC.

In Presence of

Joseph J Bulkley

By Robert A Pryba President.

Olive Ann Haydock Secretary

State of New York }
County of SCHENECTADY } ss.:

On this 22nd day of November Nineteen Hundred and Sixty before me personally came ROBERT PRYBA and OLIVE HAYDOCK to me personally known who, being by me duly sworn, did depose and say that they reside in Schenectady County, State of New York; that they are the President and Secretary of ROTTERDAM DEMOCRATIC CLUB, INC. the corporation described in and which executed the above instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order.

Joseph J Bulkley

Notary Public

A true copy of the original recorded on the 30 day of Oct 1964 at 1:48 o'clock P. M., and examined

Carol A Luther Clerk

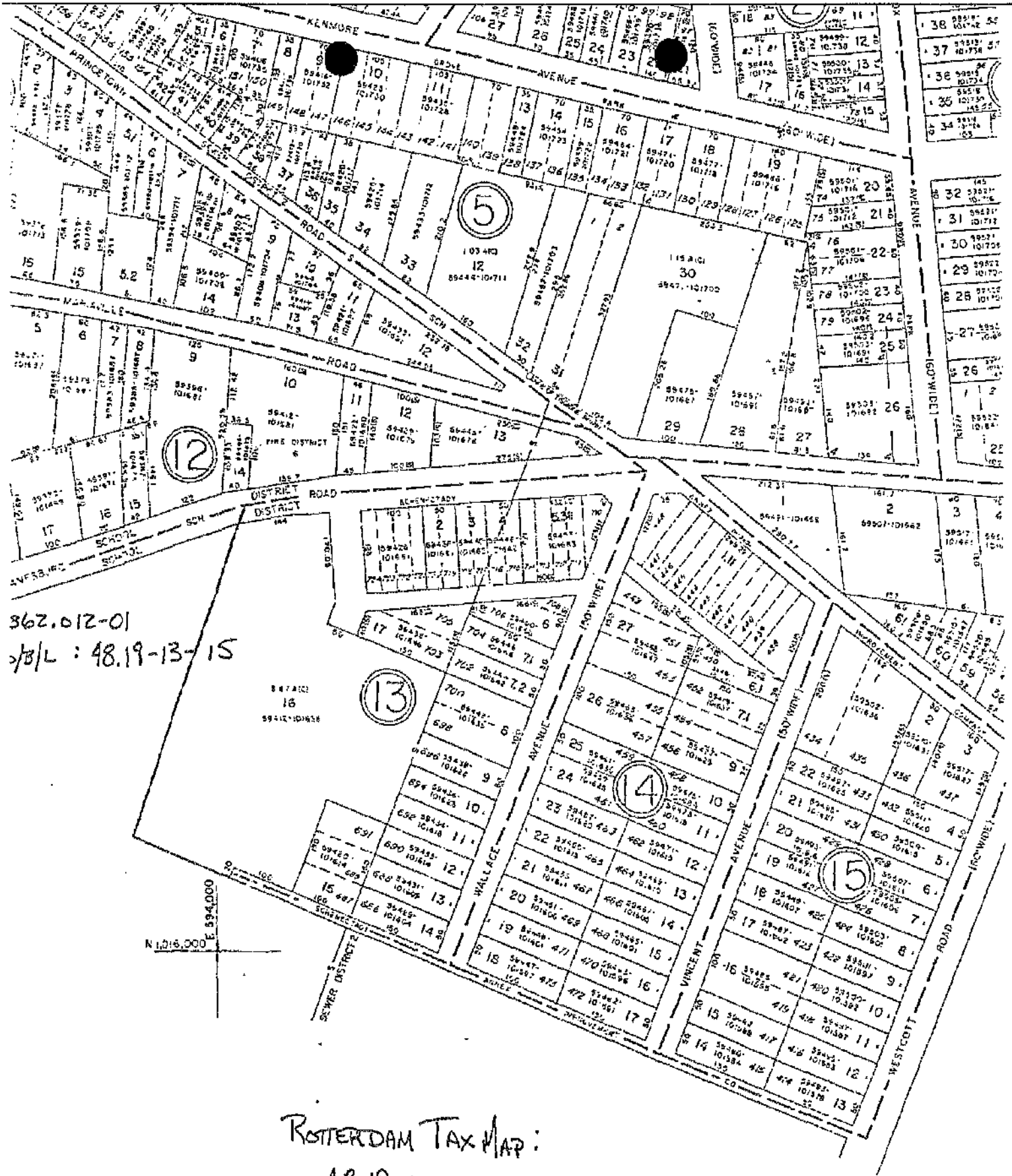
EXHIBIT "B"

DESCRIPTION OF PREMISES

Forming a part of the Agreement by and between TOWN OF ROTTERDAM, as Lessor, and OMNIPOINT COMMUNICATIONS, INC., as Lessee.

The Premises is described and/or depicted as follows: see sketch attached hereto and made a part hereof (1 page)

Lessor Initials: _____ Lessee initials: _____



362.012-01

S/B/L : 48.19-13-15

ROTTERDAM TAX MAP:

48.19

PURPOSES ONLY AND IS NOT
RVEY OR CONVEYANCING

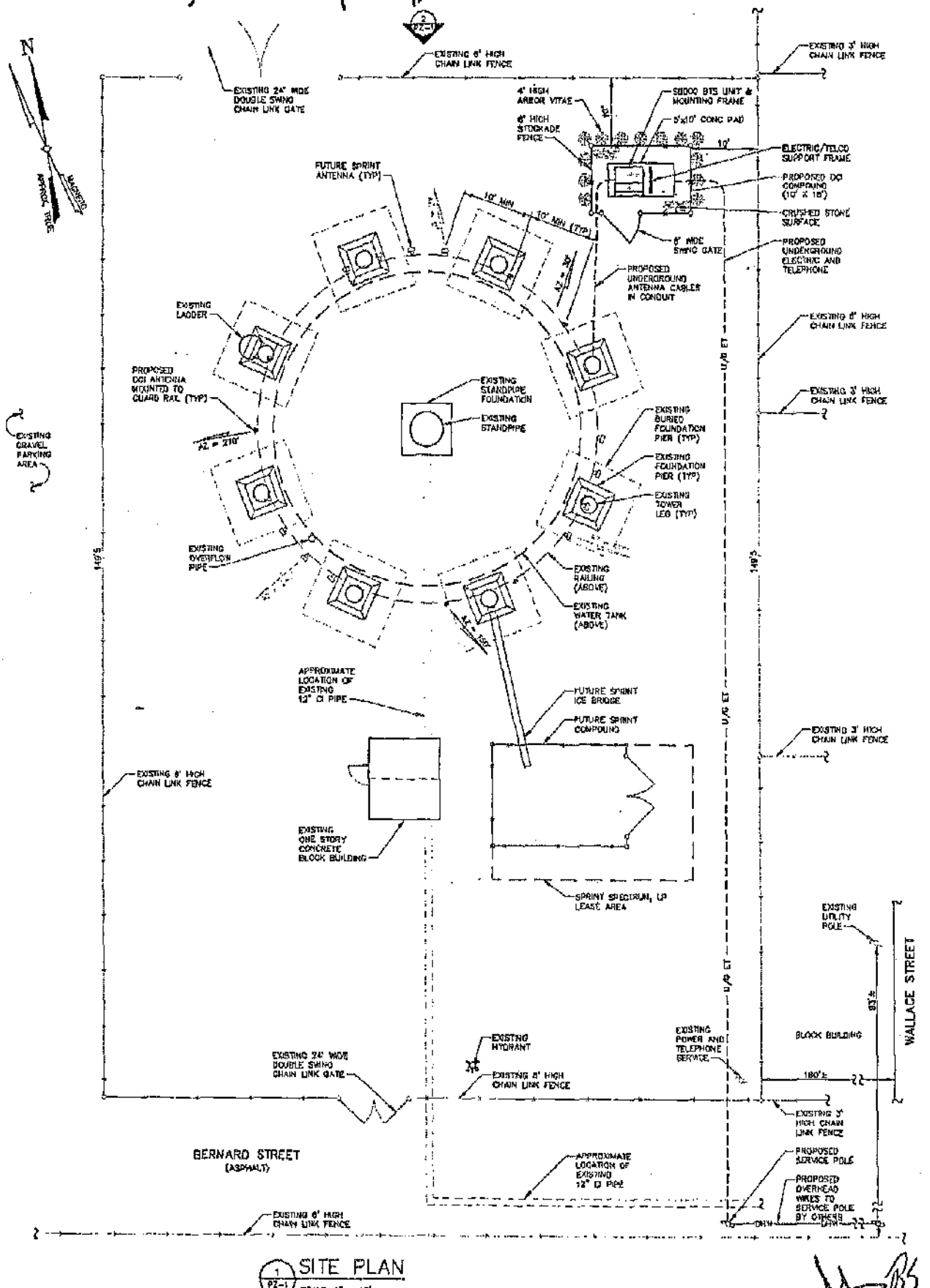
REVISION TABLE			REVISION TABLE			SPECIAL DISTRICT	
DATE	MADE BY	CHANGES OR ADDITIONS	DATE	MADE BY	CHANGES OR ADDITIONS	SCHOOL, SEWER, WATER, CENTRAL, DRAINAGE	SEWER
10/27/16	JS	Subdivision Town Project	5/14/24	JS	Subdivision Town Project		
5/14/24	JS	Subdivision Town Project					
8/27/24	JS	Subdivision Town Project					

September 11, 2024

Exhibit B

35PA0121

Town of Rotterdam, Schenectady County 48.19-13-15



1 PZ-1 SITE PLAN

SCALE: 1" = 10'

EXHIBIT "C"

MEMORANDUM OF LEASE AGREEMENT - NEW YORK

This Memorandum of Lease Agreement is entered into by and between TOWN OF ROTTERDAM, a Municipality, with an office at 1100 Sunrise Blvd., Rotterdam, New York 12306 ("Lessor") and OMNIPOINT COMMUNICATIONS, INC., a Delaware corporation, with an office at 445 Electronics Parkway, Building 2, Suite 202, Liverpool, New York 13088 ("Lessee").

1. Lessor and Lessee entered into a Standard Lease Agreement ("Agreement") for the purpose of installing, operating and maintaining a Personal Communications Service facility and other improvements which Agreement was executed on _____. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement commences on _____, and ends on _____, with two (2) successive five (5) year options to renew. Such options to renew are deemed to be automatically exercised unless Lessee provides written notice to Lessor of its intention not to renew at lease ninety (90) days prior to the expiration of the Term or Renewal Term.

3. The Property which is the subject of the Agreement is described in Exhibit "A" annexed hereto. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit "B" annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Agreement as of the dates written below.

Dated:

LESSOR:

TOWN OF ROTTERDAM, a Municipality

By: James A. Constantino

Name: JAMES A. CONSTANTINO

Title: SUPERVISOR TOWN OF ROTTERDAM

Date: 7/18/97

LESSEE:

OMNIPOINT COMMUNICATIONS, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

Please Note: first term is 5 years

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____, 199__, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____; is the _____ of OMNIPOINT COMMUNICATIONS, INC., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF Schenectady)

On the 18th day of July, 1997, before me personally came JAMES A. Constantino to me known, who, being by me duly sworn, did depose and say that he resides in Rotterdam; is the Supervisor of TOWN OF ROTTERDAM, the Municipality corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Dawn M Pasquariello
Notary Public
DAWN M. PASQUARIELLO
Notary Public in the State of New York
Residing in Schenectady County
My Commission Expires March 30, 1998

Lessor Initials: JAC Lessee Initials: AB

RIDER # 1A

Renewal Term Rent Escalation

LESSOR: Town of Rotterdam

LESSEE: Omnipoint Communications, Inc.

PROPERTY: Bernard Street Water Tank, Town of Rotterdam

SITE NO.: Site ID No. 3SYA0121

This Rider is attached to and made a part of the Standard Lease Agreement ("SLA") involving the Property by and between Lessor and Lessee. The terms of this Rider modify and amend the SLA to the extent set forth herein. Capitalized terms in this Rider shall have the same meaning as are given in the SLA, unless otherwise defined in this Rider.

Lessor and Lessee agree as follows:

A. Rent shall increase on the first day of the first Renewal Term to Twelve Thousand Five Hundred Four Dollars ($12,504.00) per year payable in 12 monthly installments of One Thousand Forty-Two Dollars ($1,042.00).

B. Rent shall increase on the first day of the second Renewal Term to Thirteen Thousand Five Hundred Dollars ($13,500.00) per year payable in 12 monthly installments of One Thousand One Hundred Twenty-Five Dollars $1,125.00.

EXECUTED as of the Effective Date, intending to be legally bound.

LESSOR:	LESSEE:
TOWN OF ROTTERDAM, a Municipality	OMNIPOINT COMMUNICATIONS, INC., a Delaware corporation
By: [signature]	By: [signature]
Name: JAMES A. CONSTANTINO	Name: Richard Strom
Title: SUPERVISOR TOWN OF ROTTERDAM	Title: Technical Director
Date: 7/18/97	Date: 7/27/97

RIDER # 1B
Certificate of Insurance

LESSOR: Town of Rotterdam

LESSEE: Omnipoint Communications, Inc.

PROPERTY: Bernard Street Water Tank, Town of Rotterdam

SITE NO.: Site ID No. 3SYA0121

This Rider is attached to and made a part of the Standard Lease Agreement ("SLA") involving the Property by and between Lessor and Lessee. The terms of this Rider modify and amend the SLA to the extent set forth herein. Capitalized terms in this Rider shall have the same meaning as are given in the SLA, unless otherwise defined in this Rider.

Lessor and Lessee agree as follows:

Lessee is to furnish proof of insurance to Lessor naming Lessor as additional insured each year. Said notification is to be sent to Lessor within 30 days after anniversary date.

EXECUTED as of the Effective Date, intending to be legally bound.

LESSOR:	LESSEE:
TOWN OF ROTTERDAM, a Municipality	OMNIPOINT COMMUNICATIONS, INC., a Delaware corporation
By: _____	By: _____
Name: JAMES A. CONSTANTINO	Name: Richard Stram
Title: SUPERVISOR TOWN OF ROTTERDAM	Title: Technical Director
Date: 7/18/97	Date: 7/27/97

RESOLUTION NO. 360.24

TO AUTHORIZE THE SUPERVISOR TO SIGN A THIRD AMENDMENT TO A STANDARD LEASE AGREEMENT WITH T-MOBILE NORTHEAST LLC FOR CELL PHONE SIGNAL EQUIPMENT PLACED ON THE HAMBURG STREET WATER TOWER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is authorized to negotiate, accept and sign a Third Amendment to Standard Lease Agreement with T-Mobile Northeast LLC, for the use of the Hamburg Street Water Tower for mounting and maintaining cell phone signal equipment.

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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:	September 6, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Stephen Valiquette, Assistant Town Attorney
TITLE OF REQUEST:	Third Amendment to Standard Lease Agreement for the Hamburg Street Water Tower Cell Phone Equipment
TOWN BOARD MEETING:	September 11, 2024
Background Information:	The Town of Rotterdam has requested to negotiate and execute a Third Amendment to Standard Lease Agreement for mounting and maintenance of Cell Phone Equipment on the Hamburg Street Water Tower.
Evaluation/Analysis:	Referred to Town Attorney to negotiate and draft the lease renewals.
Recommendation(s):	Decision to execute Third Amendment to Standard Lease Agreement for Hamburg Street water tower.
Attachment/Document(s):	Third Amendment to Standard Lease Agreement Resolution
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Docusign Envelope ID: 76FE0EAA-2174-4745-88C3-0A75B0826236

THIRD AMENDMENT TO STANDARD LEASE AGREEMENT

This Third Amendment to the Standard Lease Agreement ("Third Amendment") is made this ___ day of _____, _____, by and between the Town of Rotterdam, a New York municipality (together with its successor and assigns, "**Lessor**"), and T-Mobile Northeast LLC, a Delaware limited liability corporation, as successor in interest to Omnipoint Communications, Inc (together with its successor and assigns, "**Lessee**").

WHEREAS, Lessor and Lessee entered into that certain Standard Lease Agreement dated July 27, 1997, as amended by that certain First Amendment to Standard Lease Agreement, dated September 27, 2012, as amended by that certain Second Amendment to Standard Lease Agreement, dated December 8, 2021, (the "Agreement") whereby Lessor lease to Lessee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Agreement (collectively, the "Premises"), that are a portion of the property located at Hamburg Street Water Tank, Town of Rotterdam, County of Schenectady, State of New York (APN 59.11-7-5) (the "Property").

WHEREAS, Lessor and Lessee desire to amend the Agreement as follows;

WHEREAS, Lessor and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Lessor and Lessee occurred; and (ii) the Agreement, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

1. The Agreement is hereby amended to extend the Renewal Terms to add five (5) additional terms consisting of five (5) years each (each being a "Renewal Term") with the other terms and conditions therein unchanged.
2. Lessor agrees to provide Lessee with six (6) months' notice for all scheduled maintenance or repairs, including the painting of the property.
3. Lessor agrees to provide Lessee with a location for the placement of a temporary cell site while the scheduled maintenance of the property is performed. Lessee must be able to access their power and telco equipment whenever required.
4. Lessee agrees to be financially responsible for all costs and expenses related to the removal, relocation, and reinstallation of their equipment during the scheduled maintenance.
5. PCS equipment or equipment covers may over the course of time or by exposure to the elements become damaged, insecure in their fastening, or fall off. If Lessor notices the PCS equipment or equipment covers have been damaged, are insecure in their fastening, or have fallen off, Lessor shall notify Lessee of such condition. Lessee agrees to perform repairs to the PCS equipment to remediate any damage and re-secure any PCS equipment or equipment covers, normal wear, tear and casualty excepted. Lessee shall be responsible for all reasonable costs and expenses related to any repairs of the PCS equipment. Lessee shall perform repairs in a timely manner, but within 60 days of Lessor's notice.

Docusign Envelope ID: 76FE0EAA-2174-4745-88C3-0A75B0826236

Except as specifically amended herein, the remaining terms of the Agreement shall remain in full force and effect. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year last written below.

LESSOR		**LESSEE**	
Town of Rotterdam		T-Mobile Northeast LLC	
By:	_____	By:	DocuSigned by: Hans Fiedler DCF81D2FE15E46A...
Name:	_____	Name:	Hans Fiedler
Title:	_____	Title:	Director
Date:	_____	Date:	9/3/2024

TMO Legal Digitally signed by TMO Legal Date: 2024.08.23 12:00:10 -04'00'

Site ID: 3SYA013B
Site Name: Hamburg_Street_WT

DocuSign Envelope ID: 5930AC58-CDB6-4306-973D-9652399B265B

SITE #: 3SYA013B
SITE NAME: HAMBURG_STREET_WT

SECOND AMENDMENT TO STANDARD LEASE AGREEMENT

THIS SECOND AMENDMENT TO STANDARD LEASE AGREEMENT ("**Second Amendment**") is made and entered into on this 8th day of December, 2021 by and between the **TOWNOF ROTTERDAM**, a New York Municipality (together with its successor and assigns, "**Lessor**"), and **T-MOBILE NORTHEAST, LLC**, a Delaware limited liability corporation, as successor in interestto OMNIPOINT COMMUNICAITONS, INC (together with its successor and assigns, "**Lessee**").

Recitals

WHEREAS, Lessor and Lessee entered into a Standard Lease Agreement dated July 27, 1997, as Amended by that certain First Amendment to Standard Lease Agreement, dated September 27, 2012, (the "**Agreement**"), whereby Lessor leased to Lessee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Agreement (collectively, the "**Premises"**), that are a portion of the property located at Hamburg Street Water Tank, Town of Rotterdam, County of Schenectady, State of New York (APN 59.11-7-5) (the "**Property**");

WHEREAS, Lessee wishes to enlarge the Premises as provided for in Item 2, Schedule I of the First Amendment;

WHEREAS, Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Agreement;

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **LEASE.** Effective on the first day of the month following full execution, Lessee will have the right to modify the Equipment as described and depicted on Exhibit B-1. Exhibit B to the Lease is hereby replaced with Exhibit B-1, attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approves of the modifications described and depicted on Exhibit B-1 in all respects.

2. **RENT.** In consideration for the expansion of the premises by an additional 40 square feet, rent shall increase by Forty Dollars ($40.00) per month, as per Item 2 of Schedule I of the First Amendment, for the installation of a Generator as identified on Exhibit B-1. The applicable increase in Rent shall commence on the first day of the month following the installation of the additional equipment as described in Exhibit B-1.

3. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter, or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and

conditions of the lease and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Lessor has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment:

LESSOR:
Town of Rotterdam,
a New York Municipality

By: _____
Name: STEVEN A TOMMASONE
Title: TOWN SUPERVISOR
Date: 12 / 8 / 21

LESSEE:
T-Mobile Northeast, LLC, a Delaware Corporation

DocuSigned by:
By: Hans Fiedler
Name: Hans Fiedler
Title: Director
Date: 12/6/2021 / /

TMO Legal
Digitally signed by TMO Legal
Date: 2021.11.30 10:45:24 -05'00'

Approved
TMO Signatory Level: L06

Site ID: 3SYA013B
Site Address: Hamburg Street, Rotterdam, New York 12306

FIRST AMENDMENT TO STANDARD LEASE AGREEMENT

THIS FIRST AMENDMENT TO STANDARD LEASE AGREEMENT (this "**Amendment**") is entered into effective on the date of the last party to execute this Amendment ("**Effective Date**"), by and between **Town of Rotterdam,** a New York Municipality (together with its successors and assigns, "**Lessor**"), and **T-Mobile Northeast LLC**, a Delaware limited liability company, successor-in-interest to Omnipoint Communications Inc. (together with its successors and assigns, "**Lessee**").

RECITALS

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into that certain **Standard Lease Agreement** dated **July 27, 1997** as amended (the "**Agreement**"), whereby Lessor leased to Lessee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Agreement (collectively, the "**Premises**"), that are a portion of the property located at Hamburg Street Water Tank, Town of Rotterdam, County of Schenectady, State of New York (APN 59.11-7-5) (the "**Property**");

WHEREAS, Lessor and Lessee desire to extend the Agreement term and add additional renewal terms to the Agreement; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Extension of Current Expiration Date.** The current term (whether such term is the initial term, a renewal term, a modified term or other) of the Agreement is amended and extended such that it shall expire at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the Effective Date (the "**Modified Current Term**"). For purposes of clarity, the expiration day of the Modified Current Term is September 27, 2017.

2. **Renewal Terms.** Upon the expiration of the Modified Current Term, and notwithstanding anything to the contrary in the Agreement, Lessee shall have the right to renew the term of the Agreement for up to two (2) additional and successive five (5) year periods (each a "**Renewal Term**"). Each Renewal Term shall **automatically commence**, on the same terms and conditions of the Agreement (as amended by this Amendment), without further action by Lessee, unless (i) the Agreement is sooner terminated in accordance with its terms or (ii) Lessee provides Lessor with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Modified Current Term or of any Renewal Term.

3. **Rent.** The amount of rent payable during the Modified Current Term and each Renewal Term shall be as follows, notwithstanding any different rental rates or escalation factors set forth in the Agreement:

(a) From and after the Effective Date, Lessee shall pay Lessor or designee, as rent, One Thousand Eight Hundred and 00/100 dollars ($1,800.00) per month ("**Rent**"). The first payment of Rent for the Modified Current Term shall be due within thirty (30) days after the Effective Date and shall be prorated based on the days remaining in the month that contains the Effective Date. Thereafter, Rent will be payable monthly in advance by the fifth day of each month to Lessor at Lessor's address as provided below.

(b) For any Renewal Terms, Rent shall be adjusted, effective on the first day of each Renewal Term, to an amount equal to eight percent (8%) of the Rent in effect immediately prior to the adjustment date.

4. **Notices.** All notices, requests, demands and communications under the Agreement, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LESSOR:

Office of the Supervisor
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, New York 12306

LESSEE:

T-Mobile Northeast LLC
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Compliance
Site ID: 3SYA013B

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

5. **Recording of Documents.** Lessor approves and agrees to cooperate with the recording of the Memorandum of Agreement attached hereto as **Schedule II** and incorporated herein (together with such changes therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located.

6. **Supplemental Terms and Conditions.** The Agreement is amended to incorporate all the provisions set forth on **Schedule I** attached hereto and hereby incorporated by reference herein. The provisions set forth on said Schedule supplement and affirm Lessee's

rights under the Agreement, and shall not be construed to limit or waive any of the rights of Lessee under the Agreement.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall govern and control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect in accordance with its terms and conditions.

8. **Miscellaneous.** Lessor acknowledges that: (a) Lessor has read and understands this Amendment and the underlying Agreement and (b) Lessor has been advised and is informed that if Lessor does not enter into this Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provisions therein, will remain in full force and effect in accordance with its terms. Lessor hereby acknowledges that Lessee's facilities and use of the Premises as of the Effective Date are in conformity with the Agreement. This Amendment may be executed in multiple counterparts. Signatures hereon sent by facsimile, e-mail or other electronic means shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Amendment effective as of the Effective Date.

LESSOR:

TOWN OF ROTTERDAM

By: _____

Print Name: Harry C. Buffarvi

Title: Supervisor

Date: Sept. 20, 2012

LESSEE:

T-MOBILE NORTHEAST LLC

By: _____

Print Name: Kerri Strike

Title: Director

Date: 9/27/12

SCHEDULE I

First Amendment to Standard Lease Agreement

The following provisions shall supplement and amend the Agreement:

1. **Expansion of Permitted Use.** Lessor hereby agrees that Lessee shall have the right, without the requirement of obtaining Lessor's consent, to modify, supplement, replace, upgrade, expand or refurbish the equipment related to Lessee's communications facility ("**Communications Facility**"), increase the number of antennas thereon, modify its operating frequencies or relocate the Communications Facility within the Premises at any time during the term of the Agreement or any Renewal Term, provided Lessee complies with all applicable laws. Lessor shall cooperate with Lessee in all respects in connection with the foregoing.

2. **Expansion of the Premises.** Lessor grants Lessee the right, to the extent practicable and on a space available basis, to enlarge the Premises (the "**Additional Premises**"), so that Lessee may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communications Facility or to any equipment related thereto, as determined by Lessee in its sole discretion. In the event Lessee requires Additional Premises for such purposes, the monthly Rent payable for such Additional Premises shall be One Dollar and 00/100 Cents ($1.00) per square foot (the "**Additional Rent**"). The Additional Rent shall be compensation for space utilized by the expansion of Lessee's (or any Premises sublessee's) room/cabinet/ground area(s) beyond the original space but Lessee's (or any Premises sublessee's) addition of coaxial cables, raceways, conduits and other ancillary equipment and such related space usage, shall not require or result in increased rent. The Additional Rent shall be payable to Lessor similarly as set forth for Rent in the Agreement and shall be subject to adjustments from time to time as similarly set forth for Rent in the Agreement. Lessor agrees to take such actions and enter into and deliver to Lessee such documents as Lessee reasonably requests in order to affect and memorialize the Agreement of the Additional Premises to Lessee. Lessor and Lessee agree that each and every reference in the Agreement Agreement to the "Premises" shall also include the "Additional Premises" (if any).

3. **Access.** Without limiting the generality of any other right available to Lessee under the Agreement, Lessor hereby grants and confirms unto Lessee, and to any public or private utility (including, without limitation, any provider of T-1, fiber optic or other telecommunications lines or services) now or hereafter serving the Premises and/or the Communications Facility or related equipment, access to the Premises and over the Property, twenty-four hours per day, seven days per week (24/7), including, without limitation, access to and from an accessible, open and maintained public road to the Premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facility or any equipment or service related to such Communications Facility as such access is deemed necessary by Lessee, in its reasonable discretion, without the requirement of notice by Lessee to Lessor. In the event that any public or private utility (including, without limitation, any provider of T-1, fiber optic or other telecommunications lines or services) now or hereafter serving or attempting to serve the Communications Facility is unable to use the access provided by Lessor,

then Lessor hereby agrees to grant additional access to Lessee or to such public or private utility, for the benefit of Lessee, at no cost to Lessee and pursuant to the same terms and conditions as noted above.

4. **Assignment/Sublease.** Lessee shall have the right to sublease the Premises and/or assign, sell, pledge or otherwise transfer any and all of its rights, title or interests in, to or under the Agreement, without the consent of Lessor. Without limiting the generality of the foregoing, Lessee may make any such transfer to any pledgees, mortgagees, holders of security interests, trustees, lenders or other parties providing financing to Lessee (each, a "**Secured Party**"), and any Secured Party shall be a third party beneficiary of all of the rights of Lessee under the Agreement and shall be entitled to record a deed of trust or mortgage to secure its interest under the Agreement.

SCHEDULE II

First Amendment to Standard Lease Agreement

Memorandum of Agreement

PREPARED BY: Pyramid Network Services, LLC	
WHEN RECORDED RETURN TO: Nancy Valletta Pyramid Network Services, LLC 6519 Towpath Road East Syracuse, NY 13057	
APN: 59.11 – 7 - 5	SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF STANDARD LEASE AGREEMENT AMENDMENT

This Memorandum of Standard Lease Agreement Amendment is entered into on _____, 2012, by and between **Town of Rotterdam**, a New York Municipality (together with its successors and assigns, "**Lessor**"), whose mailing address for notices is 1100 Sunrise Blvd., Rotterdam, New York 12306 and **T-Mobile Northeast LLC**, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc. (together with its successors and assigns "**Lessee**"), whose mailing address for notices is 4 Sylvan Way, Parsippany, New Jersey 07054.

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into that certain **Standard Lease Agreement** dated **July 27, 1997** as amended (the "**Agreement**"), whereby Lessor leases to Lessee certain premises described therein, together with all other necessary space and access and utility easements pursuant to the terms of the Agreement (collectively, the "**Premises**"), that are a portion of the property located at Hamburg Street Water Tank, Town of Rotterdam, County of Schenectady, State of New York (the "**Property**");

WHEREAS, pursuant to that certain **First Amendment to Standard Lease Agreement** executed on _____, 2012 (the "**Amendment**"), Lessor and Lessee agreed to amend and modify certain terms of the Agreement, as more particularly set forth in the Amendment.

1. The Amendment modifies certain of Lessee's rights and obligations under the Agreement, as more particularly set forth therein.

2. As set forth in the Amendment, the current term (whether such term is the initial term, a renewal term, a modified term or other) of the Agreement expires on September 27, 2017 ("**Modified Current Term**"), and Lessee has the right to renew the term of the Agreement for up to two (2) additional and successive five (5) year period (the "**Renewal Term**"). The Renewal Term shall **automatically commence**, on the same terms and conditions of the Agreement (as amended by the Amendment), without further action by Lessee, unless (i) the Agreement is sooner terminated in accordance with its terms or (ii) Lessee provides Lessor with written notice of its intention not to renew at least Thirty (30) days prior to the expiration of the Modified Current Term.

3. Lessor and Lessee desire and hereby enter into this Memorandum of Standard Lease Agreement Amendment to provide constructive notice of the existence of the Amendment and the parties' rights under the Amendment.

4. The terms and conditions of the Agreement and the Amendment are hereby incorporated as if set forth herein in full. This Memorandum of Standard Lease Agreement Amendment is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement or the Amendment, all of which are hereby ratified and affirmed. The Agreement, as amended by the Amendment, shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, and shall run with the land and bind all assignees, transferees or successors of the parties' respective interests.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Site Lease Amendment on the day and year first above written.

LESSOR:

Town of Rotterdam,
a New York Municipality

By: NOT FOR EXECUTION

Name: _____

Title: _____

Date: _____

LESSEE:

T-Mobile Northeast LLC, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc.

By: NOT FOR EXECUTION

Name: _____

Title: _____

Date: _____

LESSOR ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss:
COUNTY OF SCHENECTADY)

On Sept. 20th, 2012, before me, Katherine A. McGuirl, a Notary Public, personally appeared Harry C. Buffardi, Supervisor for **Town of Rotterdam,** a New York Municipality who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: __NOT FOR EXECUTION_____ (Seal)

LESSEE ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On _____, 2012, before me, _____, a Notary Public, personally appeared _____, _____ for **T-Mobile Northeast LLC**, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc., who personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: ___NOT FOR EXECUTION_____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Street Address: Hamburg Street Water Tank, Town of Rotterdam

APN: **59.11 – 7 - 5**

Legal Description:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Rotterdam, County of Schenectady, State of New York, known and distinguished as the easterly portion of Lots No. 32, 33, 34 and 35 on "Map of lands Belonging to Alfred Stoodley in the Town of Rotterdam, dated December 1, 1898, scale 1" = 60', filed in the Schenectady County Clerk's Office on December 4, 1898, together with a right of way 12 feet in width along the southerly side of the northerly half of Lot No. 32 from the parcel being acquired, to Haynes Avenue (also known as Hamburg Street), said parcel exclusive of the right of way, being 120 feet in length parallel to Haynes Avenue and 120 feet in depth, said parcel being more specifically described as follows:

Beginning at the point in the rear lot line of the properties fronting on First Avenue, said point of beginning being 60 feet north of the northerly line of Fourth Street, as measured along the above mentioned rear lot line; running thence in a general westerly direction parallel to and 20 feet northerly from the northerly lot line of Lot No. 31 a distance of 120 feet to a point; running thence in a general northerly direction and parallel to the rear lot line of properties fronting on First Avenue and across Lots No. 32, 33, 34 to a point in the center of Lot No. 35 a distance of 120 feet to a point, said point being 20 feet southerly from the northerly line of Lot No. 35; running thence in a general easterly direction parallel to and 20 feet southerly from the northerly line of Lot No. 35 a distance of 120 feet to a point in the easterly line of Lot No. 35, said point being also the rear property line of lots fronting on First Avenue; running thence in a general southerly direction and along the easterly boundary of Lots No. 35, 34, 33 and 32 a distance of 120 feet to the point and place of beginning, together with a right of way 12 feet in width on Lot No. 32, the center line of said right of way being 26 feet north of and parallel to the northerly boundary of Lot No. 31, and extending a distance of 118 feet, more or less from the above described parcel to the easterly side of Haynes Avenue.

EXCEPTING and RESERVING from the above described land, an easement in favor of the parties of the first part, their heirs and assigns forever, to the use of the Westerly twenty (20) feet of the land above described, for any lawful purposes, except that the parties of the first part their heirs and assigns, shall not excavate. It being the intention of the parties hereto reserve unto the parties of the first part their heirs and assigns forever the use of said westerly twenty feet together with the adjacent land, except that such shall not in any manner endanger or interfere with the maintenance of the installation of any structures erected or to be erected by the party of the second part on the lands herein conveyed.

BEING part of the same premises as described in two deeds, one from Phebe Cooper Williams to the parties of the first part herein, dated November 2, 1951, and duly recorded in the Schenectady County clerk's Office on the 13th day of November, 1951 in Book 653 of Deeds at Page 294; and a second Deed from Harriet Grey Bonevita to the parties of the first part herein, dated January 9, 1952 and duly recorded in the Schenectady County Clerk's Office on the 10th day of January, 1952 in Book 656 of Deeds at Page 358.

First Amendment to Standard Lease Agreement

Memorandum of Agreement

PREPARED BY: Pyramid Network Services, LLC	
WHEN RECORDED RETURN TO: ~~Nancy Valletta~~ ~~Pyramid Network Services,~~ LLC ~~6519 Towpath Road~~ ~~East Syracuse, NY 13057~~	MARINO DIGALETO MDG LAW OFFICES 291 BLOOMFIELD AVE NUTLEY, NJ 07110
APN: 59.11 – 7 - 5	SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF STANDARD LEASE AGREEMENT AMENDMENT

This Memorandum of Standard Lease Agreement Amendment is entered into on SEPTEMBER 27, 2012, by and between **Town of Rotterdam,** a New York Municipality (together with its successors and assigns, "**Lessor**"), whose mailing address for notices is 1100 Sunrise Blvd., Rotterdam, New York 12306 and **T-Mobile Northeast LLC,** a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc. (together with its successors and assigns "**Lessee**"), whose mailing address for notices is 4 Sylvan Way, Parsippany, New Jersey 07054.

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into that certain **Standard Lease Agreement** dated **July 27, 1997** as amended (the "**Agreement**"), whereby Lessor leases to Lessee certain premises described therein, together with all other necessary space and access and utility easements pursuant to the terms of the Agreement (collectively, the "**Premises**"), that are a portion of the property located at Hamburg Street Water Tank, Town of Rotterdam, County of Schenectady, State of New York (the "**Property**");

WHEREAS, pursuant to that certain **First Amendment to Standard Lease Agreement** executed on SEPTEMBER 27, 2012 (the "**Amendment**"), Lessor and Lessee agreed to amend and modify certain terms of the Agreement, as more particularly set forth in the Amendment.

1. The Amendment modifies certain of Lessee's rights and obligations under the Agreement, as more particularly set forth therein.

2. As set forth in the Amendment, the current term (whether such term is the initial term, a renewal term, a modified term or other) of the Agreement expires on September 27, 2017 ("**Modified Current Term**"), and Lessee has the right to renew the term of the Agreement for up to two (2) additional and successive five (5) year period (the "**Renewal Term**"). The Renewal Term shall **automatically commence**, on the same terms and conditions of the Agreement (as amended by the Amendment), without further action by Lessee, unless (i) the Agreement is sooner terminated in accordance with its terms or (ii) Lessee provides Lessor with written notice of its intention not to renew at least Thirty (30) days prior to the expiration of the Modified Current Term.

3. Lessor and Lessee desire and hereby enter into this Memorandum of Standard Lease Agreement Amendment to provide constructive notice of the existence of the Amendment and the parties' rights under the Amendment.

4. The terms and conditions of the Agreement and the Amendment are hereby incorporated as if set forth herein in full. This Memorandum of Standard Lease Agreement Amendment is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement or the Amendment, all of which are hereby ratified and affirmed. The Agreement, as amended by the Amendment, shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, and shall run with the land and bind all assignees, transferees or successors of the parties' respective interests.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Site Lease Amendment on the day and year first above written.

LESSOR:

Town of Rotterdam,
a New York Municipality

By: Harry C Buffardi

Name: Harry C. Buffardi

Title: Supervisor

Date: Sept. 20, 2012

LESSEE:

T-Mobile Northeast LLC, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc.

By: [signature]

Name: Kerri Strike

Title: Director

Date: 9/27/12

LESSOR ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss:
COUNTY OF SCHENECTADY)

On Sept. 20th, 2012, before me, Katherine A. McGuire a Notary Public, personally appeared Harry C. Buffum Supervisor for **Town of Rotterdam,** a New York Municipality who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Katherine A. McGuire (Seal)

Katherine A. McGuire
Notary Public, State of New York
Certified Schenectady Co. # 02MC6226053
Commission Expires 4/16/2016

LESSEE ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On _____, 2012, before me, _____, a Notary Public, personally appeared _____, for **T-Mobile Northeast LLC,** a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc., who personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____ (Seal)

LESSEE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Bucks)

On September 27, 2012, before me, Jennifer L. Unckel, a Notary Public, personally appeared Kerri Strike, Area Director for **T-Mobile Northeast LLC**, a Delaware limited liability company, successor-in-interest to Omnipoint Communications, Inc., who personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jennifer L. Unckel, Notary Public
Bensalem Twp., Bucks County
My Commission Expires April 12, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Signature: Jennifer L. Unckel

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Street Address: Hamburg Street Water Tank, Town of Rotterdam

APN: **59.11 – 7 - 5**

Legal Description:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Rotterdam, County of Schenectady, State of New York, known and distinguished as the easterly portion of Lots No. 32, 33, 34 and 35 on "Map of lands Belonging to Alfred Stoodley in the Town of Rotterdam, dated December 1, 1898, scale 1" = 60', filed in the Schenectady County Clerk's Office on December 4, 1898, together with a right of way 12 feet in width along the southerly side of the northerly half of Lot No. 32 from the parcel being acquired, to Haynes Avenue (also known as Hamburg Street), said parcel exclusive of the right of way, being 120 feet in length parallel to Haynes Avenue and 120 feet in depth, said parcel being more specifically described as follows:

Beginning at the point in the rear lot line of the properties fronting on First Avenue, said point of beginning being 60 feet north of the northerly line of Fourth Street, as measured along the above mentioned rear lot line; running thence in a general westerly direction parallel to and 20 feet northerly from the northerly lot line of Lot No. 31 a distance of 120 feet to a point; running thence in a general northerly direction and parallel to the rear lot line of properties fronting on First Avenue and across Lots No. 32, 33, 34 to a point in the center of Lot No. 35 a distance of 120 feet to a point, said point being 20 feet southerly from the northerly line of Lot No. 35; running thence in a general easterly direction parallel to and 20 feet southerly from the northerly line of Lot No. 35 a distance of 120 feet to a point in the easterly line of Lot No. 35, said point being also the rear property line of lots fronting on First Avenue; running thence in a general southerly direction and along the easterly boundary of Lots No. 35, 34, 33 and 32 a distance of 120 feet to the point and place of beginning, together with a right of way 12 feet in width on Lot No. 32, the center line of said right of way being 26 feet north of and parallel to the northerly boundary of Lot No. 31, and extending a distance of 118 feet, more or less from the above described parcel to the easterly side of Haynes Avenue.

EXCEPTING and RESERVING from the above described land, an easement in favor of the parties of the first part, their heirs and assigns forever, to the use of the Westerly twenty (20) feet of the land above described, for any lawful purposes, except that the parties of the first part their heirs and assigns, shall not excavate. It being the intention of the parties hereto reserve unto the parties of the first part their heirs and assigns forever the use of said westerly twenty feet together with the adjacent land, except that such shall not in any manner endanger or interfere with the maintenance of the installation of any structures erected or to be erected by the party of the second part on the lands herein conveyed.

BEING part of the same premises as described in two deeds, one from Phebe Cooper Williams to the parties of the first part herein, dated November 2, 1951, and duly recorded in the Schenectady County clerk's Office on the 13th day of November, 1951 in Book 653 of Deeds at Page 294; and a second Deed from Harriet Grey Bonevita to the parties of the first part herein, dated January 9, 1952 and duly recorded in the Schenectady County Clerk's Office on the 10th day of January, 1952 in Book 656 of Deeds at Page 358.

rights under the Agreement, and shall not be construed to limit or waive any of the rights of Lessee under the Agreement.

7. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall govern and control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect in accordance with its terms and conditions.

8. Miscellaneous. Lessor acknowledges that: (a) Lessor has read and understands this Amendment and the underlying Agreement and (b) Lessor has been advised and is informed that if Lessor does not enter into this Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provisions therein, will remain in full force and effect in accordance with its terms. Lessor hereby acknowledges that Lessee's facilities and use of the Premises as of the Effective Date are in conformity with the Agreement. This Amendment may be executed in multiple counterparts. Signatures hereon sent by facsimile, e-mail or other electronic means shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Amendment effective as of the Effective Date.

LESSOR:	LESSEE:
TOWN OF ROTTERDAM	T-MOBILE NORTHEAST LLC
By: Harry C. Buffardi	By:
Print Name: Harry C. Buffardi	Print Name:
Title: Supervisor	Title:
Date: Sept. 20, 2012	Date:

Approved as to form

9/21/12

Site Number: NY0012b
Site Name: Rotterdam Town West Park
Market: UP_NY

Site Lease Amendment

COPY

STANDARD LEASE AGREEMENT

This Standard Lease Agreement ("Agreement") is by and between OMNIPOINT COMMUNICATIONS, INC., a Delaware corporation, having a principal place of business at 445 Electronics Parkway, Building 2, Suite 202, Liverpool, New York 13088 ("Lessee") and TOWN OF ROTTERDAM, a Municipality having a principal place of business at 1100 Sunrise Blvd., Rotterdam, New York 12306 ("Lessor").

WHEREAS, Lessor is the owner of property having a street address of Hamburg Street Water Tank located in the Town of Rotterdam, County of Schenectady, New York, and hereafter referred to as the "Property". The Property is more fully described on Exhibit "A" attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease. Lessor agrees to lease to Lessee approximately One Hundred Twenty (120) square feet of space, more fully described in Exhibit "B", and such space on the existing building or structure, if any, as shown on Exhibit "B" and as required, for Lessee's Installation (as defined below) (such space being hereinafter collectively referred to as the "Premises"). Lessor shall maintain the Property so as not to interfere with Lessee's use of the Premises and rights under this Agreement.

2. Use of Premises. (a) Lessee agrees to use the Premises for the installation, operation and maintenance of a Personal Communications Service ("PCS") facility, including, without limitation, radio equipment cabinets, associated antennas, mounting equipment, a pole or tower, as applicable, telephone, electric and radio cables and other transmission lines, and other related equipment (collectively, the "Installation"). Lessee's Installation, whether attached to or otherwise brought onto the Premises, shall at all times remain personal property and shall not be considered fixtures, and at Lessee's option may be removed by Lessee at any time during the Term hereof or any Renewal Terms. Upon expiration or termination of this Agreement, Lessee agrees to repair any damage to the Premises caused by Lessee and restore the Premises to its condition on the Commencement Date (as defined in paragraph 5), ordinary wear and tear, damage from the elements, and casualty beyond Lessee's control excepted. In connection with the Installation, Lessee shall have the right, at its sole cost and expense, to obtain electrical and telephone service directly from the servicing utility company, including the right to install a separate meter and main breaker, where required. Lessee shall be responsible for the electricity it consumes for its operations at the normal rate charged by the servicing utility company. Lessee and Lessor agree that if an easement is required to obtain and maintain utility services, an acceptable location will be agreed to by Lessor and the servicing utility company.
(b) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install the Installation on the Premises, provided that it is in compliance with all applicable laws and regulations. Lessor agrees to cooperate with Lessee in making application for and obtaining, at Lessee's expense, any local, state, federal licenses, permits and any other approvals (the "Approvals") which may be required to allow Lessee use of the Premises. Lessee shall employ due diligence to obtain Approvals in a timely manner. If, however, Lessee is denied or is unable to obtain a required Approval, Lessee shall have the exclusive right to terminate this Agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of Rent (as defined below).
(c) Lessee shall have the right, at Lessee's sole cost and expense, to run transmission lines from the equipment area to the antenna locations and to run power and telephone service from the main feed to the PCS equipment. Further, Lessee agrees to perform all improvements in a good and workmanlike manner.
(d) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, Lessee's employees or any subcontractors or agents, which access shall remain unimpeded throughout the Term and any Renewal Term of this Agreement.

3. Site Testing. Lessor acknowledges that Lessee, at its option following full execution of this Agreement, may perform engineering surveys, structural analysis reports, or any other testing which may be required in order for Lessee to occupy the Premises as more fully described in Paragraph 2 (a), (b) and (c) above. Any materially adverse test results will entitle Lessee, at its option, to terminate this Agreement under subparagraphs 10(iii) or 10(v).

4. Interference. (a) Lessee agrees not to cause interference to the radio frequency communication operations of Lessor, Lessor's tenants, or anyone holding an agreement with Lessor to operate on the Property if such equipment is installed prior to the execution of this Agreement.
(b) After the execution of this Agreement, Lessor shall not install or permit the installation of any structure or broadcasting or other communications equipment which interferes with, alters or restricts the operations of Lessee. Such interference shall be deemed a material breach of this Agreement by Lessor. Should such interference occur, Lessor shall promptly take all necessary action, at no cost to Lessee, to eliminate the cause of said interference, including, if necessary, removing or causing to be removed the equipment causing said interference.
(c) Lessee shall operate its installations in compliance with all Federal Communications Commission (FCC) regulations.

5. Term. The initial term of this Agreement shall be for a period of five (5) years ("Term") commencing upon the date Lessee is in receipt of a building permit to begin construction of the Installation, but in any event not later than one year after the Effective Date (as defined in paragraph 18 (e)) (the "Commencement Date"), and shall terminate on the fifth anniversary of the Commencement Date, unless sooner terminated in accordance with this Agreement. Lessee shall have the right to renew the Agreement for two (2) successive five (5) year periods (each a "Renewal Term"), upon the same terms and conditions in effect during the Term. This Agreement shall automatically renew for each successive Renewal Term unless Lessee provides written notice to Lessor of its intention not to renew at least ninety (90) days prior to the expiration of the Term or any Renewal Term.

6. Rent. Lessee agrees to pay to Lessor as annual rent ("Rent") the sum of Ten Thousand Five Hundred Dollars ($10,500.00) payable in equal monthly installments of Eight Hundred Seventy-Five Dollars ($875.00) on the first day of each calendar month during the Term and any Renewal Term, except that the first payment of Rent shall be made within ten business days following the Commencement Date. In the event the Commencement Date does not fall on the first day of a month, the first and last monthly payment of Rent shall be prorated accordingly. This paragraph encompasses all payments to be made by Lessee to, or for the benefit of, Lessor by Lessee in connection with or arising out of Lessee's use and occupancy of the premises. Notwithstanding the foregoing, Lessee may, at any time and from time to time during the Term or any Renewal Term, prepay the Rent in whole or in part without penalty or discount. Rent payments shall be payable to Lessor at the address set forth above or at such other address as Lessor shall notify Lessee in accordance with paragraph 14.

7. Insurance; Waiver of Subrogation. (a) Lessee, at its sole cost and expense shall provide and maintain, during the Term of this Agreement and any Renewal Terms, single limit commercial general liability insurance of One Million Dollars ($1,000,000). Lessee shall name Lessor as an additional insured on Lessee's insurance policy and provide Lessor with an insurance certificate prior to the Commencement Date. In addition, Lessee shall maintain worker's compensation insurance as required by applicable state law.
(b) Lessee and Lessor release each other from any claims for damage to

the Property or to Lessee's Installation covered by and provided for in its own insurance policies carried by any of the parties which are in full force and effect at the time of such claim and contain a clause to the effect that such release does not affect the policy or the insured's right to recovery thereunder. Lessee and Lessor shall instruct their respective insurance companies to waive any and all right of recovery by way of subrogation against the other in connection with any damages covered by said insurance policies.

8. **Indemnification.** Lessor and Lessee each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Agreement; provided, however, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party.

9. **Right to Lease and Warranty of Title.** Lessor represents and warrants that: (i) Lessor has the sufficient right, title and interest in the Property to enter into this Agreement and to grant Lessee its rights hereunder; (ii) Lessor has not entered into any agreement with any third party which would require such party's consent hereto or preclude or limit Lessor's performance of its obligations under this Agreement; (iii) Lessor owns the Property in fee simple and has the right to grant access to and use of the Premises; and (iv) Lessor shall provide to Lessee quiet and peaceful enjoyment of the Premises.

10. **Termination.** Lessee may terminate this Agreement for the following reasons, without further liability, on prior written notice to Lessor which shall become effective thirty (30) days after the date notice is mailed: (i) changes in local or state laws or regulations which adversely affect Lessee's ability to operate; (ii) an FCC ruling or regulation which is beyond the control of Lessee and which renders the Premises unsuitable; (iii) Lessee's determination that the Premises are not appropriate for its operations for economic reasons or for technical reasons, including but not limited to signal interference; (iv) subsequent changes in system design which prohibit Lessee's operation; and (v) Lessee's inability to obtain or maintain any required Approval for the construction and operation of its Installation, including where the inability is caused by engineering surveys or structural reports.

11. **Assignment.** Lessee shall have the right to assign or transfer its rights under this Agreement, to any person or business entity which is licensed by the FCC to operate a wireless communications business, is a parent, subsidiary or affiliate of Lessee, controls or is controlled by or under common control with Lessee, is merged or consolidated with Lessee or purchases more than fifty percent (50%) ownership interest in or assets of Lessee to which the applicable agreement relates. In all other instances, Lessee shall obtain Lessor's prior written consent for assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

12. **Default.** No event of default (a "Default") shall be deemed to have occurred hereunder unless either party, after notice from the other party in accordance with Paragraph 14 (i) fails to pay any monetary obligation when due and does not cure such failure within ten (10) days after such notice or (ii) commits a material breach of its non-monetary obligations under this Agreement and fails within thirty (30) days after such notice thereof to cure or commence curing the breach and continuously and diligently pursue such cure to its completion in not more than sixty (60) days after such notice. Upon the occurrence of a Default as set forth in the preceding sentence, the non-defaulting party shall have the right to terminate this Agreement after ten (10) days notice to the other party in accordance with Paragraph 14, provided the Default is not cured within said ten-day period.

13. **Collateral Assignment.** Lessor hereby (i) consents to the collateral assignment of and granting of a security interest from time to time in favor of any lender to Lessee ("Lender"), whether now or hereafter existing, in and to the Installation and Lessee's right, title and interest in, to and under this Agreement; (ii) agrees to simultaneously provide Lender with a copy of any notice of default under the Agreement sent to Lessee and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; and (iii) agrees to recognize Lender as Lessee under this Agreement upon the written election of Lender so long as any existing default has been cured as provided hereunder. Lessor hereby further agrees to permit Lender to remove from the Property any of the collateral in which Lender has been granted a security interest by Lessee in accordance with any security documents granted in favor of Lender, provided, however, such removal is in accordance with subparagraph 2(a) of this Agreement.

14. **Notices.** Unless otherwise provided herein, any notice or demand required to be given herein shall be given by certified or registered mail, return receipt requested or reliable overnight courier to the address of Lessee and Lessor as set forth above, and if to Lessee, with a copy to Kingsley and Towne, P.C. 18 Computer Drive West Albany, New York 12205 and Omnipoint Communications, Inc. 445 Electronics Parkway, Building 2, Suite 202, Liverpool, New York 13088. Lessee and Lessor may designate a change of notice address by giving written notice to the other party.

15. **Destruction or Condemnation.** If the Premises are damaged or destroyed in whole or in part by casualty or partial condemnation, Lessor shall repair or restore the Premises so that the Premises is substantially in the same condition as prior to such damage, destruction or condemnation. If the Premises are damaged or destroyed by casualty or condemned such that Lessee is unable to operate its Installation, then at any time after such occurrence but prior to restoration of the Premises, Lessee may elect to terminate this Agreement as of the date of the damage, destruction or condemnation. If Lessee chooses not to terminate this Agreement, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

16. **Amendment.** No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by Lessor and Lessee.

17. **Memorandum of Lease Agreement.** Lessor acknowledges and gives Lessee the right to file a Memorandum of Lease Agreement in the form attached hereto as Exhibit "C" in the county clerk's office where the Property is located. Should the Property be encumbered by any mortgage, Lessor shall make a good faith effort to obtain from mortgagees existing on the Effective Date, and shall obtain from subsequent mortgagees, a non-disturbance and attornment agreement in favor of Lessee.

18. **Miscellaneous Lease Provisions.** (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
(b) This Agreement, constituting the entire agreement and understanding between the parties, shall be binding on and inure to the benefit of the successors, transferees in title, and permitted assignees of the respective parties.
(c) Consent or approval of Lessor, where required, shall not be unreasonably withheld, delayed or denied.
(d) If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.
(e) The "Effective Date" of this Agreement shall be the date on which this Agreement has been fully executed by and becomes binding on all of the parties hereto.
(f) Exhibits "A", "B" and "C" attached hereto, as well as addenda and riders identified below, are made a material part of this Agreement.

Addenda: A, B, C
Riders: 1A-Renewal Term Rent Escalation & 1B-Certificate of Insurance

Lessor initials: _____ Lessee initials: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LESSOR: TOWN OF ROTTERDAM, a Municipality

By: James A Constantino

Name: _____ Title: JAMES A. CONSTANTINO SUPERVISOR TOWN OF ROTTERDAM

Date: day of July, 1997

Tax ID No.: Section 59.11, Block 7, Lot 5

LESSEE: OMNIPOINT COMMUNICATIONS, INC., a Delaware corporation

By: RStrom

Name: Richard STROM Title: Technical Director

Date: 21st day of July, 1997

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Forming a part of the Agreement by and between TOWN OF ROTTERDAM, as Lessor, and OMNIPOINT COMMUNICATIONS, INC., as Lessee.

The Property is described and/or depicted as follows:

Site Address: Hamburg Street Water Tank, Town of Rotterdam

Section 59.11, Block 7, Lot 5

[Metes and bounds legal description] see legal description attached hereto and made a part hereof (3 pages)

Lessor Initials: _____ Lessee Initials: _____

013-02 / Exhibit A

Liber 583 page 218

This Indenture,

Made the 11th day of July, Nineteen Hundred and Fifty-two

State of New York, County of SCHENECTADY } ss.:

Recorded on the 5 day of S. D., 19 52 at o'clock M. in Liber of DEEDS at page and examined.

Clerk.

Between

MICHAEL J. DE GENNARO, residing at 2430 First Avenue, Carman, Schenectady, New York and JOHN ANGEROSA, residing at 938 Brandywine Avenue, Schenectady, New York parties of the first part, and

Water District No. 5 of the Town of Rotterdam, County of Schenectady and State of New York, a District Corporation, established by the Town Board of the Town of Rotterdam pursuant to Article 12 of the Town Law.

party of the second part,

Witnesseth that the part ies of the first part, in consideration of $ -

00/100 Dollars ($3,500.-)

THIRTY-FIVE HUNDRED lawful money of the United States, paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever, all

that tract or parcel of land situate in the Town of Rotterdam, County of Schenectady, State of New York, known and distinguished as the easterly portion of Lots No. 32, 33, 34 and 35 on "Map of Lands Belonging to Alfred Stoodley in the Town of Rotterdam", dated December 1, 1898, scale 1" = 60', filed in the Schenectady County Clerk's Office on December 14, 1898, together with a right of way 12 feet in width along the southerly side of the northerly half of Lot No. 32 from the parcel being acquired, to Haynes Avenue (also known as Hamburg Street), said parcel exclusive of the right of way, being 120 feet in length parallel to Haynes Avenue and 120 feet in depth, said parcel being more specifically described as follows:

Beginning at the point in the rear lot line of the properties fronting on First Avenue, said point being 60 feet north of the northerly line of Fourth Street, as measured along the above mentioned rear lot line; running thence in a general westerly direction parallel to and 20 feet northerly from the northerly lot line of Lot No. 31 a distance of 120 feet to a point; running thence in a general northerly direction and parallel to the rear lot line of properties fronting on First Avenue and across Lots No. 32, 33 and 34 to a point in the center of Lot No. 35 a distance of 120 feet to a point, said point being 20 feet southerly from the northerly line of Lot No. 35; running thence in a general easterly direction parallel to and 20 feet southerly from the northerly line of Lot No. 35 a distance of 120 feet to a point in the easterly line of Lot No. 35, said point being also in the rear property line of lots fronting on First Avenue; running thence in a general southerly direction and along the easterly boundary of Lots No. 35, 34, 33 and 32 a distance of 120 feet to the point

and place of beginning, together with a right of way 12 feet in width on Lot No. 32, the center line of said right of way being 26 feet north of and parallel to the northerly boundary of Lot No. 31, and extending a distance of 118 feet, more or less, from the above described parcel to the easterly side of Haynes Avenue.

EXCEPTING and RESERVING from the above described land, an easement in favor of the parties of the first part, their heirs and assigns for ever, to the use of the Westerly twenty (20) feet of the land above described, for any lawful purposes, except that the parties of the first part their heirs and assigns, shall not excavate. It being the intention of the parties hereto to reserve unto the parties of the first part their heirs and assigns forever the use of said westerly twenty feet together with the adjacent land, except that such use shall not in any manner endanger or interfere with the maintenance of the installation of any structures erected or to be erected by the party of the second part on the lands herein conveyed.

Being part of the same premises as described in two deeds, one from Phebe Cooper Williams to the parties of the first part herein, dated November 2, 1951, and duly recorded in the Schenectady County Clerk's Office on the 13th day of November, 1951 in Book 653 of Deeds at Page 294; and a second Deed from Harriet Grey Bonavita to the parties of the first part herein, dated January 9, 1952 and duly recorded in the Schenectady County Clerk's Office on the 10th day of January, 1952, in Book 656 of Deeds at Page 358.

Together *with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.*

To have and to hold *the premises herein granted unto the part y of the second part,* its successors and assigns forever.

And *said* parties of the first part covenant as follows:

First, *That the part y of the second part shall quietly enjoy the said premises;*

Second, *That said* parties of the first part will forever Warrant *the title to said premises.*

Third, *That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.*

In Witness Whereof, *the part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.*

In Presence of

LIBER 653 PAGE 220

State of New York, County of Schenectady, ss.: On this 11th day of July Nineteen Hundred and fifty-two before me, *the subscriber, personally appeared*

MICHAEL J. DE GENNARO and JOHN ANGEROSA

LIBER 683 PAGE 220

to me personally known and known to me to be the same person described in and who executed the within instrument, and acknowledged the duly and to me that they executed the same.

Notary Public

A true copy of the original recorded on the 2 day of June 19 53 at 11 o'clock A M., and examined.

Clerk

This Indenture,

Made the 10th day of June Nineteen Hundred and fifty-three.

Between MARGUERITE E. WALDRON, residing at 1520 Dean Street, Town of Niskayuna, County of Schenectady and State of New York, party of the first part, and [illegible], residing at 1515 Athol Road, Schenectady, New York, KENNETH L. MILTON, residing at 1515 Dean Street, Town of Niskayuna, County of Schenectady and State of New York, WALTER S. CROSS, residing at 939 Vrooman Avenue, City of Schenectady, County of Schenectady and State of New York, WALTER G. LUTZ, residing at 11 Union Street, City of Schenectady, County of Schenectady and State of New York and STUART F. MAC MILLAN, residing at 1721 Athol Road, City of Schenectady, County of Schenectady and State of New York, as tenants in common parties of the second part,

Witnesseth that the party of the first part, in consideration of One - - -

EXHIBIT "B"

DESCRIPTION OF PREMISES

Forming a part of the Agreement by and between TOWN OF ROTTERDAM, as Lessor, and OMNIPOINT COMMUNICATIONS, INC., as Lessee.

The Premises is described and/or depicted as follows: see sketch attached hereto and made a part hereof (1 page)

Lessor Initials: _____ Lessee Initials: _____

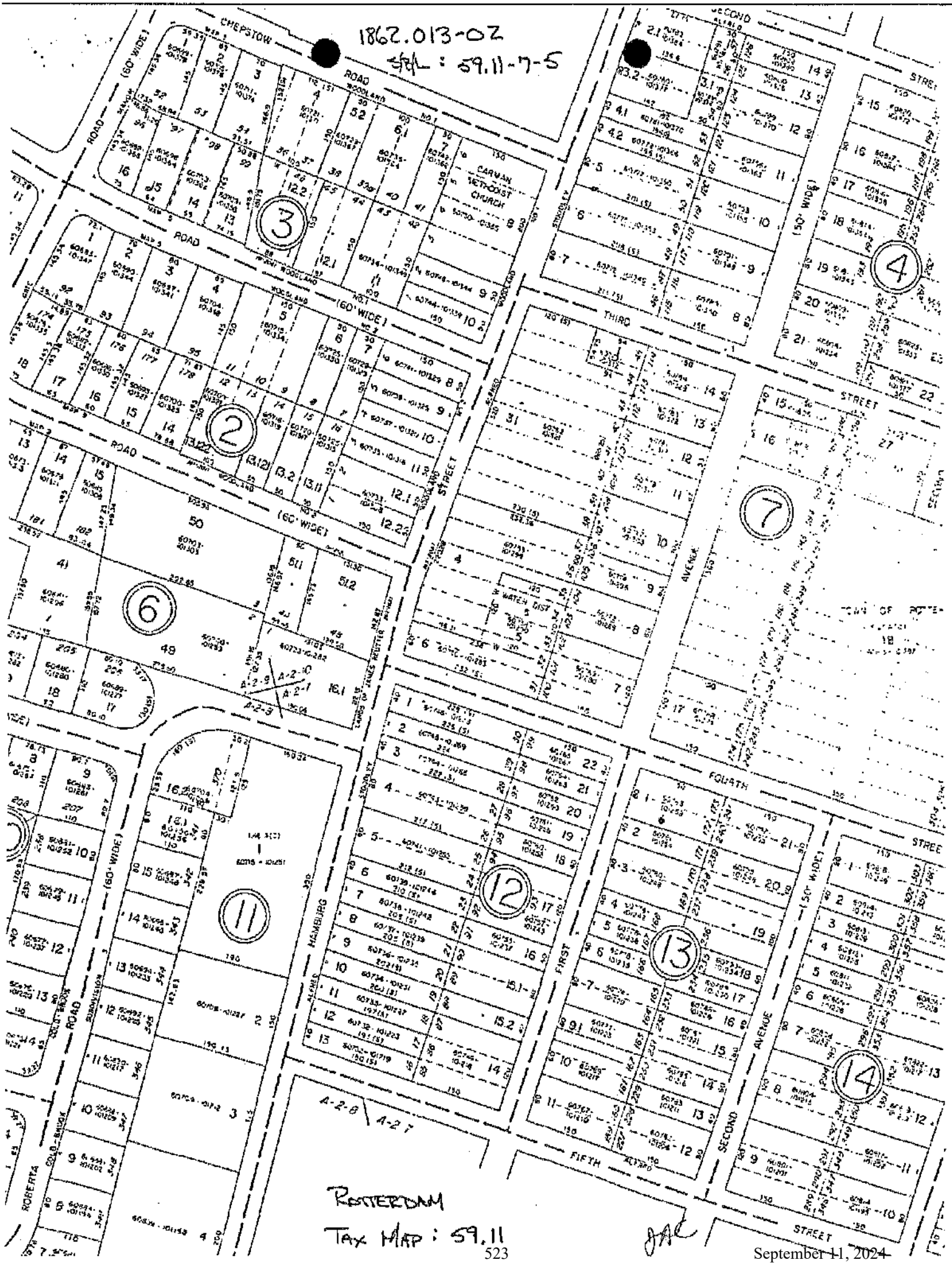
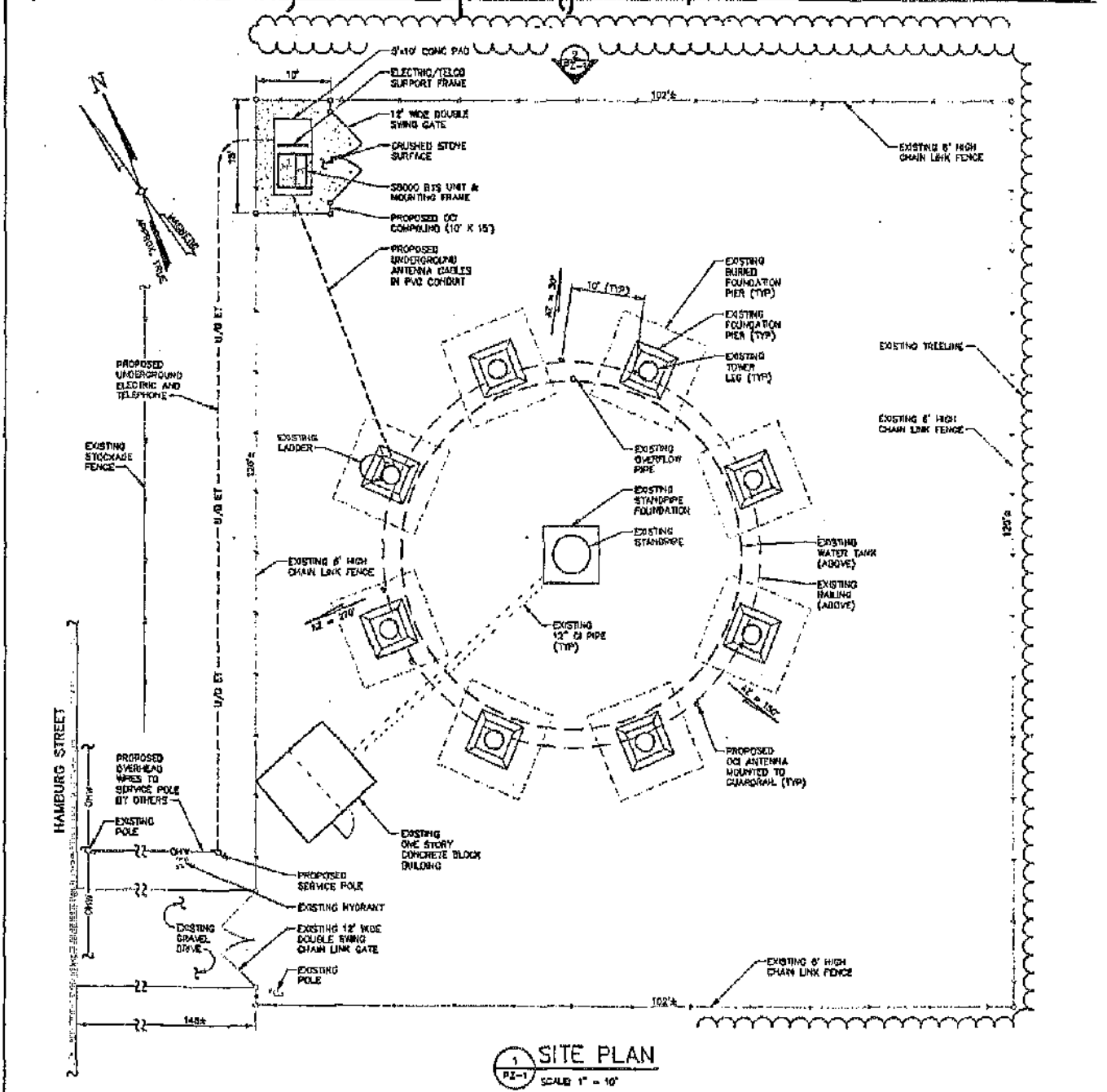

1862.013-02
SBL : 59.11-7-5
CHEPSTOW ROAD
WOODLAND ROAD
(60' WIDE)
CARMAN METHODIST CHURCH
THIRD STREET
(50' WIDE)
FOURTH STREET
FIFTH STREET
AVENUE
HAMBURG
FIRST
SECOND
ROBERTA
GOLD-BRIDGE
SUBDIVISION
TOWN OF POTTER
A-2-8
A-2-7
ROTTERDAM
TAX MAP : 59.11

Exhibit B

3549A0132

Town of Rotterdam, Schenectady County, 59.11-7-5



RB

JAC

EXHIBIT "C"

MEMORANDUM OF LEASE AGREEMENT - NEW YORK

This Memorandum of Lease Agreement is entered into by and between TOWN OF ROTTERDAM, a Municipality, with an office at 1100 Sunrise Blvd., Rotterdam, New York 12306 ("Lessor") and OMNIPOINT COMMUNICATIONS, INC., a Delaware corporation, with an office at 445 Electronics Parkway, Building 2, Suite 202, Liverpool, New York 13088 ("Lessee").

1. Lessor and Lessee entered into a Standard Lease Agreement ("Agreement") for the purpose of installing, operating and maintaining a Personal Communications Service facility and other improvements which Agreement was executed on _____. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement commences on _____, and ends on _____, with two (2) successive five (5) year options to renew. Such options to renew are deemed to be automatically exercised unless Lessee provides written notice to Lessor of its intention not to renew at lease ninety (90) days prior to the expiration of the Term or Renewal Term.

3. The Property which is the subject of the Agreement is described in Exhibit "A" annexed hereto. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit "B" annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Agreement as of the dates written below.

Dated:

LESSOR:

TOWN OF ROTTERDAM, a Municipality

By: James A Constantino

Name: JAMES A. CONSTANTINO

Title: SUPERVISOR TOWN OF ROTTERDAM

Date: 7/18/97

LESSEE:

OMNIPOINT COMMUNICATIONS, INC.,
a Delaware corporation

By: [signature]

Name: _____

Title: _____

Date: 3/27/97

Please note: first term is 5 years

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____, 199__, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____; is the _____ of OMNIPOINT COMMUNICATIONS, INC., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF Schenectady)

On the 18th day of July, 1997, before me personally came James A Constantino to me known, who, being by me duly sworn, did depose and say that he resides in Rotterdam; is the Supervisor of TOWN OF ROTTERDAM, the Municipality corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Dawn M Pasquariello
Notary Public
DAWN M. PASQUARIELLO
Notary Public in the State of New York
Residing in Schenectady County
My Commission Expires March 30, 1998

Lessor Initials: JAC Lessee Initials: RB

RIDER # 1A

Renewal Term Rent Escalation

LESSOR: Town of Rotterdam

LESSEE: Omnipoint Communications, Inc.

PROPERTY: Hamburg Street Water Tank, Town of Rotterdam

SITE NO.: Site ID No. 3SYA0132

This Rider is attached to and made a part of the Standard Lease Agreement ("SLA") involving the Property by and between Lessor and Lessee. The terms of this Rider modify and amend the SLA to the extent set forth herein. Capitalized terms in this Rider shall have the same meaning as are given in the SLA, unless otherwise defined in this Rider.

Lessor and Lessee agree as follows:

A. Rent shall increase on the first day of the first Renewal Term to Twelve Thousand Five Hundred Four Dollars ($12,504.00) per year payable in 12 monthly installments of One Thousand Forty-Two Dollars ($1,042.00).

B. Rent shall increase on the first day of the second Renewal Term to Thirteen Thousand Five Hundred Dollars ($13,500.00) per year payable in 12 monthly installments of One Thousand One Hundred Twenty-Five Dollars $1,125.00.

EXECUTED as of the Effective Date, intending to be legally bound.

LESSOR:	LESSEE:
TOWN OF ROTTERDAM, a Municipality	OMNIPOINT COMMUNICATIONS, INC., a Delaware corporation
By: James A Constantino	By: Richard Strom
Name: JAMES A CONSTANTINO	Name: Richard Strom
Title: SUPERVISOR TOWN OF ROTTERDAM	Title: Technical Director
Date: 7/18/97	Date: 7/22/97

RIDER # 1B
Certificate of Insurance

LESSOR: Town of Rotterdam

LESSEE: Omnipoint Communications, Inc.

PROPERTY: Hamburg Street Water Tank, Town of Rotterdam

SITE NO.: Site ID No. 3SYA0132

This Rider is attached to and made a part of the Standard Lease Agreement ("SLA") involving the Property by and between Lessor and Lessee. The terms of this Rider modify and amend the SLA to the extent set forth herein. Capitalized terms in this Rider shall have the same meaning as are given in the SLA, unless otherwise defined in this Rider.

Lessor and Lessee agree as follows:

Lessee is to furnish proof of insurance to Lessor naming Lessor as additional insured each year. Said notification is to be sent to Lessor within 30 days after anniversary date.

EXECUTED as of the Effective Date, intending to be legally bound.

LESSOR:

TOWN OF ROTTERDAM, a Municipality

By: James A. Constantino

Name: JAMES A. CONSTANTINO

Title: SUPERVISOR TOWN OF ROTTERDAM

Date: 7/18/97

LESSEE:

OMNIPOINT COMMUNICATIONS, INC.,
a Delaware corporation

By: R Strom

Name: Richard STROM

Title: Technical Director

Date: 7/27/97

RESOLUTION NO. 361.24

AUTHORIZE DEDUCT CHANGE ORDER NO. 1 WITH CARVER CONSTRUCTION INC. FOR THE SARTOLI AVENUE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROJECT

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 Deduct Change Order No. 1 with Carver Construction Inc., located at 494 Western Turnpike, Altamont, New York 12009, for a deduction in the amount of 42/100 ($00.42) cents, for a new total contract amount not to exceed one million four hundred fifty-eight thousand one hundred forty-four and 58/100 ($1,458,144.58) dollars.

SECTION 2. This resolution shall become effective September 11, 2024.

DATED: September 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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:	September 10, 2024
TO:	Town Board
FROM:	Fred Mastroianni, P.E., Town Consultant Engineer
TITLE OF REQUEST:	Change order No. 1 - Sartoli Avenue and Kings Road Drainage Improvements.
TOWN BOARD MEETING:	September 11, 2024
Background Information:	The construction of the project is moving along and cost for the work is based upon unit bid price for materials to be installed. The Resident Engineer has advised me that there has been an overrun of cost for two items and an additional item needed to be included that was not in the original bid documents. In addition, there are several items where less material needed to be installed and thus it is a cost savings. In summary, this change order reduces the overall cost for the project $0.42.
Evaluation/Analysis:	As stated above, this change order reduces cost of $0.42. The total contract amount is now $1,458,144.58 (original bid price Was $1,458,145.00.
Attachment/Document(s):	Attached is the change order number 1.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Greenman-Pedersen, Inc. - Albany

Change Order Details

Sartoli Ave & Kings Road Drainage Improvements & Roadway Recon

Description	Reconstruction of Sartoli Ave with new water distribution system and closed drainage system. Work also includes a new drainage collection system along Kings Road from Highbridge Road to Peter Road with associated catch basins, pavement restoration and outlet detention basin.
Prime Contractor	Carver Construction Inc 494 Western Turnpike Altamont, NY 12009
Change Order	1
Status	Pending
Date Created	08/20/2024
Type	Add/Deduct
Summary	Balance Overruns & New Item
Change Order Description	This CO addresses overruns to 2 items & adds a new item to the contractor that was necessary to complete the proposed work.
Awarded Project Amount	$1,458,145.00
Authorized Project Amount	$1,458,145.00
Change Order Amount	-$0.42
Revised Project Amount	$1,458,144.58

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 2 - Share 2									
0140	203.02	CY	$20.000	1,350.000	$27,000.00	337.500	$6,750.00	1,687.500	$33,750.00
UNCLASSIFIED EXCAVATION AND DISPOSAL									
Reason: This item is being increased to cover payment for work completed along Martinalla Ave & Sartoli Ave. This Increase is up to 125% of the original contract qty per the specification for a major item.									
0180	206.05	EACH	$1,585.000	10.000	$15,850.00	9.000	$14,265.00	19.000	$30,115.00
TEST PIT EXCAVATION									
Reason: This increase is to cover the required test pits needed to verify all utility locations along Kings Rd & Sartoli Ave.									
0550	608.13000008	SY	$54.000	545.000	$29,430.00	-485.500	-$26,217.00	59.500	$3,213.00
FURNISH AND INSTALL GRASS PAVERS									
Reason: The town determined that this item was not needed/necessary and is being decrease to off set the overrun items & new item added in this CO.									
3 items			Totals		$72,280.00		-$5,202.00		$67,078.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 2 - Share 2					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0710	555.0105	CY	3.650	$1,425.090	$5,201.58

CONCRETE FOR STRUCTURES, CLASS A

Reason: This item is being added for the cutoff walls installed at the 42" & 48" GSES at the detention basin constructed on Martinalla Ave.

1 item Total: $5,201.58

Attachments

Document	Name	Description	Submission Date
Sartoli_Ave_-_CO_1_AP_for_Item_555.0105_Headwalls.pdf	Sartoli Ave - CO#1 AP for Item 555.0105 Headwalls.pdf		08/20/2024 09:18 AM EDT

1 attachment

Contractor Gabe Hanoufa Digitally signed by Gabe Hanoufa DN: C=US, E=ghanoufa@carvercompanies.com, OU="Carver Construction Inc.", CN="Gabe Hanoufa" Date: 2024.08.20 14:25:39-04'00' _____

Engineer _____ 8/20/24

Project Owner _____